



City of Norwich

Department of Finance – Purchasing Agent
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706
Fax: (860)823-3812
E-mail: whathaway@cityofnorwich.org

INVITATION FOR BIDS

Bid No.: 7633

Due Date and Time: September 13, 2019 at 2:00 P.M.

Title: Yantic Street Parking Area

Special Instructions:

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 7633

Not to be opened until September 13, 2019 at 2:00 P.M.

Return Bids to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431

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¹ Must be submitted with your bid

² Must be submitted prior to contract signing

³ **Must submit a current Federal Motor Carrier Safety Administration SAFER Company Snapshot report with your bid.**

CITY OF NORWICH
Invitation for Bids

Bid No. 7633
Yantic Street Parking Area

Sealed bids for the **Yantic Street Parking Area** will be received in the office of the Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360-4431, until 2:00 P.M. prevailing time on September 13, 2019. All bids will then be publicly opened and read aloud.

The bid documents may be downloaded from the following websites:

City of Norwich	http://www.norwichct.org/bids.aspx
State of Connecticut	http://das.ct.gov/SCP_Search/Default.aspx

Addenda, if any, will be posted on the websites listed above. All bidders, prior to submitting their bids, should check the websites to ensure they have received all issued addenda.

Requests for information (RFIs) must be submitted in writing no later than 12:00 P.M. on September 13, 2019. RFIs must be sent to William R. Hathaway, Purchasing Agent via fax to (860)823-3812, e-mail to whathaway@cityofnorwich.org or U.S. Postal Service to City Hall, 100 Broadway, Room 105, Norwich, CT 06360-4431.

Bid surety in the form of a bid bond, certified or bank check in the amount equal to five per cent (5%) of the total bid amount is required at the time of bid.

The City of Norwich reserves the right to reject and all bids, in whole or in part, to waive minor irregularities in the bidding and to award the bid to other than the low bidder if deemed in the best interest of the City of Norwich.

The City of Norwich is an Equal Opportunity/Affirmative Action Employer. Minority/Women's Business Enterprises are encouraged to apply.

This contract is subject to State of Connecticut contract compliance requirements including nondiscrimination statutes and set-aside requirements. State law requires a minimum of twenty-five percent (25%) of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate a good faith effort to meet the 25% set-aside goals.

William R. Hathaway
Purchasing Agent



RETURN THIS FORM IMMEDIATELY

**City of Norwich, CT
Acknowledgement of Receipt of Bid Documents**

Bid No.: 7633
Title: Yantic Street Parking Area

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 08/08/2019
Date Documents Received: _____/_____/_____
Do you plan to submit a response? _____ Yes _____ No

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP

Section 1

Bidding Requirements

**INSTRUCTIONS TO BIDDERS
CITY OF NORWICH, CT 06360**

**Bid Number: 7633
Yantic Street Parking Area**

The following instructions and specifications shall be observed by all bidders:

1. Time and Place of Bid Opening

Bids will be opened at **2:00 P.M. on September 13, 2019** at the Purchasing Office, 100 Broadway, Room 105, Norwich, CT 06360. Any bid received after the time and date of bid opening shall not be accepted.

2. Pre-Bid Meeting – There is no pre-bid meeting for this project. Bidders must visit the site to familiarize themselves with the existing site conditions.

3. Availability of Bid Documents

Bidders are advised that all bid documents relative to this project are only available online at the following web addresses:

<http://www.norwichct.org/bids.aspx>
https://biznet.ct.gov/scp_search/default.aspx

4. Bid Addenda

If additional information becomes available or changes are made to the bid documents, an addendum will be issued not later than 3 days prior to the bid opening date. All addenda shall become part of the Contract Documents.

All addenda will be sent via e-mail to those bidders that complete and return the Receipt Acknowledgement for to the Purchasing Department. It is incumbent on the bidder to ensure that it has received all issued addenda by checking the websites listed above. Failure of any bidder to receive any such addendum shall not relieve it of the obligations under its bid as submitted. Certification of receipt of addenda shall be made by the bidder on the proposal.

Notice of any addendum will be posted on the following websites:

<http://www.norwichct.org/bids.aspx>
https://biznet.ct.gov/scp_search/default.aspx

5. Bid Surety Requirements

A Bid Surety in the amount of five percent (5%) of the total amount bid is required at the time of bid. Bid Surety shall be in the form of a Bid Bond provided by a surety licensed to do business in the State of Connecticut, Certified Check or Bank Check.

FAILURE OF A BIDDER TO PROVIDE THE REQUIRED BID SURETY SHALL RESULT IN REJECTION OF ITS BID.

6. Bid Instructions

Bids must be enclosed in a sealed envelope, addressed to the City of Norwich and clearly identified with the bid number and name as shown on the face of these bid documents.

Bids must be made on the attached forms with complete information as requested of the bid forms. **Bids submitted on forms other than those included within this document shall not be considered.**

7. Examination of Site Conditions

Bidders must satisfy themselves by personal examination of the site and location of the proposed work as to the actual conditions and requirements of the work and inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. No claim because of lack of knowledge by the contractor regarding the site, the proposed work or content of the specifications and drawings will be allowed. At the date established for the opening of bids, it will be presumed that each bidder has made an examination of the location and site of the work to be done under this contract and has satisfied itself as to the actual conditions and requirements.

8. Sales and Use Tax

Bidders are reminded that the Connecticut State Sales and Use Tax and associated Federal taxes are not applicable under this contract, and therefore these taxes are not to be included in the bid price(s).

Under the terms of Connecticut Agencies Regulations §12-426-18, Contractors and Subcontractors, the contractor may purchase materials and supplies as are to be installed or placed in projects being performed under these contracts and will remain in such projects after completion, including tangible personal property that remains tangible personal property after its installation or placement, without payment of the tax and shall not charge any such exempt organization or agency any sales or use tax thereon.

9. Definitions

For the purposes of these documents:

The word "City" means the City of Norwich, CT.

The words "City Manager" mean the City Manager of the City of Norwich, CT.

The word "Director" means the Director of Public Works for the City of Norwich, CT.

The word "Engineer" refers to the City Engineer of the City of Norwich, CT.

The word "Bidder" refers to the party or parties submitting a bid to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

The word "Contractor" refers to the party or parties contracting to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

10. Project Location

The work for this project will be performed at 232 Yantic Street, Norwich, CT..

11. Intent

The intent of these specifications is to obtain a Contractor that will furnish all labor, supervision, tools, materials and equipment necessary to construct a new parking lot, as detailed in these specifications.

12. Work Schedule

The Contractor shall contact the Engineering Department at (860)823-3798 prior to the start of any work associated with this Contract.

No work will be performed at night or on Sundays or legal holidays, except in case of emergency and only to the extent to make the work site safe. The normal work day shall be considered as any eight (8) hour period falling between 7:00 A.M. and 4:00 P.M., Monday through Friday. Special clearance will be required for work outside these times.

All work under this Contract shall be completed sixty (60) consecutive calendar days from the date specified in Notice to Proceed.

The Contractor shall pay as liquidated damages the sum of \$250.00 for each consecutive calendar day thereafter until the project is completed and accepted by the City.

13. Evaluation of Prices Submitted

Bids will be compared on the basis of the estimated quantities times the unit or lump sum prices stated in Bid. In the event of a discrepancy between prices written in word and figures, the prices written in words shall govern. In the event of a discrepancy between (1) the Total amount of lump sum line items and/or unit prices as recorded on the bid form by the bidder and (2) the Total amount of the bids as recorded on the bid form by the bidder and tabulated by the Purchasing Agent, the latter shall prevail.

It is the intent of the City to make award to the lowest, responsible qualified bidder (Ref. C. G. S. §4a-59).

14. Engineer's Estimate of the Work

The Engineer's estimate of the work and materials by which the bids will be compared are as shown in the Bid and are solely for the purpose of comparing bids received and are approximate only and are not guaranteed.

15. Contractor Qualifications

Bidders, if requested, must be able to present satisfactory evidence that they are capable and fully prepared with necessary capital, personnel, materials and equipment to do the work to be contracted under this proposal.

16. Certificate in Good Standing

Any corporation whose bid is being considered for acceptance by the City may be required, if requested, to provide a "Certificate of Good Standing" from the Office of the Secretary of State for Connecticut.

17. Acceptance/Rejection of Bids

The City may reject bids which are incomplete, conditional, obscure, contain additions not called for, erasures or corrections not initialed, or which contain alterations or irregularities of any kind. The City may rightfully waive informalities. The Purchasing Agent reserves the right to reject any or all bids; or the bids for any one or more commodities or contractual services included in any or all bids; and, unless otherwise specified, to buy any part or the whole from one or more bidders when it is in the best interest of the City to do so. The City also reserves the right to reject any or all bids, or to award any bid to other than the low bidder if it is deemed in the best interest of the City to do so.

Determination of the best interest of the City shall include consideration of active or pending civil litigation between the City and any firm (or its subcontractors or suppliers) submitting a bid to the City.

18. Withdrawal of Bid Submitted

Any bid may be withdrawn prior to the designated date and time for receipt of bids. Bids may be withdrawn ninety (90) days after the bid opening if no award has been made by the City. If the City does not award a contract within ninety (90) days after opening of bids, all bids will be null and void, except this time may be extended on mutual agreement of the City and the lowest qualified vendor, as determined by the City.

19. Contract Execution

The firm(s) whose bid(s) has/have been accepted by the City will be required to furnish all insurance certificates in the amounts specified, within 5 days from the date of the notice of award. The firm(s) will also be required to furnish all performance and payment bonds to the City prior to contract signing.

The firm(s) whose bid is accepted will be required to execute a contract, in substantially the form included in the bid documents, on a date and time mutually agreed to by all parties. Once the contract is executed, the contractor(s) will be issued a Notice to Proceed.

Contracts valued at less than \$25,000.00 may be executed directly via the issuance of a purchase order, at the discretion of the City.

20. Inclusion of Contract Provisions

The bidders' attention is directed to the form of this agreement, which, in addition to the Instructions to Bidders includes the bid proposal forms, general provisions, special provisions, federal/state provisions, specifications, measurement and payment provisions, contract drawings (if applicable) and standard detail drawings.

21. Contract Related Documents

The Contractor shall provide the bonds and Certificates of Insurance to the Purchasing Agent. In case of failure or refusal on the part of the bidder to enter into a contract or to furnish the required bonds and/or required certificates of insurance within the set time periods, the bidder shall forfeit to the City of Norwich such part of the bid bond as shall be equal to the difference between the total bid of the defaulting bidder and the total bid of the person or persons with whom the contract is finally executed.

22. Acceptance of Alternate Materials or Methods

When alternate bids are asked for, the City at time of the awarding or prior to signing of the contract, through its Engineer, will select which type of material or which method of construction will be used.

23. Indemnification

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the City other than supervisory acts or omissions of the City in the work.

24. Equal Opportunity Employment and Affirmative Action

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act as well as the provision of Title VI of the Civil Rights Act of 1964 and all amendments thereto. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin or age and which specifies the goals and target dates to assure the implementation of equal opportunity employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity employment policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract. The contract is also subject to contract compliance requirements mandated by Connecticut General Statutes §§ 4a-60 and 40a-60a.

25. Contractor's and Subcontractors' Insurance

The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of Norwich Code of Ordinances, Article IV., §2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by itself, its subcontractors, or by anyone directly or indirectly employed or engaged by it.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.

- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or its subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that the City will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

The State of Connecticut and the City of Norwich, its officer (both elected and appointed), employees and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of its responsibilities, obligations and liabilities under the Contract.

26. Bond Requirements

For all contracts in excess of \$50,000.00, the awarded contract shall provide the City with the following bonds in the minimum amounts specified herein.

- a. **Labor and Materials Bond** in the amount equal to 100% of the Total Proposal Price guaranteeing to the City payments for all labor, materials and equipment utilized in the completion of the work under this contract in the amount of the contract award.
- b. **Performance Bond** in the amount equal to 100% of the Total Proposal Price guaranteeing to the City the completion of the Contract.

All bonds shall be issued by a surety that is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) issued by the U.S. Department of the Treasury, Bureau of the Fiscal Service, Surety Bond Section.

It is distinctly agreed and understood that any changes in the plans and/or specifications for this work, whether such changes decrease or increase the amount thereof, or the manner or time of payment, shall in no way annul, release or affect the liability and surety on the bond given by the contractor.

27. Occupational Safety and Health

All bidders agree to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid shall conform to and comply with said standards and regulations. Bidder further agrees to indemnify the City for all damages assessed against the City as a result of the Bidder's failure to comply with said standards and regulations.

All bidders must demonstrate compliance with all applicable OSHA standards including without limitations the following:

29 CFR 1910.146	Permit Required Confined Spaces
29 CFR 1926.650	Excavations-Scope, application, and definitions
29 CFR 1926.651	Excavations-Specific Excavation Requirements
29 CFR 1926.652	Excavations-Requirements for Protective Systems

Not later than thirty (30) after the date of contract award, the awarded contractor shall furnish proof to the Commissioner of the State of Connecticut Department of Labor that all employees performing manual labor on or in such public project, pursuant to such contract, have completed the 10 hour OSHA Construction Safety and Health course, or in the case of telecommunications workers, have completed at least 10 hours of training in accordance with 29 CFR 1910.268.

To demonstrate compliance, bidders must include with the bid response, documentation supporting compliance with the above standards. This includes the company's safety policy and procedures manual and documentation of employee training.

The contractor is responsible for ensuring OSHA compliance and its responsibilities include supervising and monitoring work site conditions for OSHA compliance. If the contractor uses subcontractors, the contractor is responsible for ensuring that the subcontractors fulfill their obligations with respect to employee safety, particularly those that affect the entire site.

The Owner shall consider OSHA violations over the past five (5) years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether the contractor is a responsible bidder. If there has been an OSHA violation within the past five (5) years (measured from the date of the bid), the contractor shall provide copies of the citation(s), all documents regarding the final determination of such citations including settlements and explanation(s) of such violation(s).

The State of Connecticut and all political subdivisions have adopted a zero tolerance policy for workplace violence. In accordance with Executive Order No. 16 issued by Governor John G. Rowland, all contractors, subcontractors and vendors must comply with this policy.

28. Personnel Requirements

All work under this contract shall be performed by competent and proficient tradesmen employed by the contractor and under its supervision. Apprentices and helpers may be used, but only under the direct supervision of the job foreman.

29. Subcontractors

The Contractor shall not sublet any portion of the work without written permission from the City. In no case may it be more than forty-nine percent (49%) of the monetary value of the contract. The major units of the work shall be performed by the Contractor. If the Contractor sublets any part of the work, this does not relieve it or the bonding company of their liabilities and obligations to the City. There is no contractual relationship between any subcontractor and the City. The engineer deals only with the Contractor; subcontractors are recognized as employees of the Contractor.

The Contractor must not assign or dispose of its contract in any way without the consent of the engineer in conjunction with the City Manager. Disposal must be for cause.

30. Freedom of Information

All bids will be publicly opened and read and upon award shall be made available for public inspection, in accordance with the provisions of Connecticut General Statutes § 1-210, Freedom of Information. Copies of any information resulting from any bid opening are generally not available until a contract has been formally awarded.

31. Non-Collusion

The individual signing this bid hereby declares that no person or persons other than members of its organization are interested in this bid or in the contract proposed to be taken; that it is made without any connection to any other person or persons submitting a bid for the same work and is in all respects fair and without collusion or fraud; that no person acting on behalf of or employed by the City of Norwich is directly or indirectly interested in the supplies or work to which they relate or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

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CITY OF NORWICH
DEPARTMENT OF PUBLIC WORKS
GENERAL CONDITIONS

1. DEFINITIONS

1. Owner - The Owner of the project is the City of Norwich acting by the Director of Public Works.
2. Contractor - The term "contractor" as hereinafter used shall refer to the General Contractor for this work or his authorized representative.
3. Owner's Representative - The term "Owner's Representative" as hereinafter used shall refer to any representative of the Department of Public Works who is appointed by the Department to supervise the work and shall extend to and include any engineer or inspector whom he shall designate to inspect, test, or oversee the work herein specified.
4. Department - Whenever this term is used in these General Conditions, "Department" shall mean City of Norwich, Department of Public Works.
5. City - Wherever the term "City" is used in these General Conditions, it shall mean the City of Norwich, the City of Norwich Department of Public Works.
6. Contract - Wherever the term "Contract" is used in these General Conditions, it shall mean the actual bid form, specifications, drawings, General Conditions and formal purchase order issued to the successful bidder.

2. BID FORM

Attached to these specifications is a bid form which shall be used by the contractor submitting bids on this work.

Bids for this work shall be received at the Office of Purchasing Agent, City of Norwich, City Hall Building, at the time of the date designated on the bid forms, and will be publicly opened and read at the time and place, for this work. One copy of bid is for bidders.

Discrepancies between the indicated product of item unit and unit price and the correct product will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

3. BID SECURITY

Each contractor submitting a bid shall accompany it with bid Surety in the form of a certified check or bid bond equal to 5% of the bid. Should the contractor refuse to go through with the work after having been awarded it by the Owner within the scheduled time, he shall then forfeit the Bid Surety to the Owner who shall use the surety to offset costs to the next lowest bidder or if the contractor fails to provide satisfactory performance and payment bonds as required. The bonding company must be licensed to do business in the State of Connecticut.

4. WAGE RATES AND LABOR LAWS

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 1. of Public Act No. 93-392 shall be at a rate equal to the rate customary or prevailing for

the same work in the same trade or occupation in the town of Norwich. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

Please be advised that effective October 1, 1993, Public Act 93-392 requires that all employers on a public works project shall submit weekly to the contracting agency a certified payroll and compliance statement. The certified payroll shall be considered a public record, and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-15, Connecticut General Statutes.

Upon award of the contract, the contractor shall certify under oath, to the labor commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under the contract.

The provisions of Public Act No. 93-392 shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than one million dollars (\$1,000,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

All bidders are advised to inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

5. CONTRACTOR'S BONDS AND INSURANCE

Each bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, furnish and file with the City of Norwich, a corporate surety bond or equivalent security, guaranteeing completion of the job in accordance with the proposal and a labor and material payment bond guaranteeing payment of all labor and materials furnished to himself or to his subcontractors for use in the prosecution of the work. This bond or equivalent shall be for 100% of the amount of the contract. The cost of the bonds is to be figured as part of the cost of the job. The Surety company must be one licensed to do business in the State of Connecticut and must be satisfactory to the Owner.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, file with the City of Norwich, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the City of Norwich, in compliance with the law, and in the following form and amount:

COMPREHENSIVE GENERAL LIABILITY

Premises - Operations - Products/Completed Operations	
General Aggregate	\$2,000,000.00
Occurrence	\$2,000,000.00

COMPREHENSIVE AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000.00

WORKMEN'S COMPENSATION Statutory

EMPLOYERS LIABILITY: \$100,000

Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

Any additional insurance coverage that may be required for permits issued by other authorities having jurisdiction over the work site shall be provided by the successful bidder.

If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the City.

No contract shall be binding upon the City of Norwich until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated above have been filed with the City and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the City of Norwich will receive at least ten (10) days notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the City's interest. The cost of all insurance coverage shall be included in the price of the contract cost.

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the City of Norwich. THE CITY OF NORWICH AND THE STATE OF CONNECTICUT MUST BE NAMED AS ADDITIONAL INSURED.

6. NONRESIDENT CONTRACTOR BOND

Connecticut General Statute Section 12-430(7) requires that when a nonresident contractor enters into a contract they must post a 5% cash or guarantee bond for the total contract amount with the Commissioner of Revenue Services.

7. INDEMNITY OF CITY BY CONTRACTOR

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

herewith, including all liability to the City resulting from the failure to maintain sufficient railing or fence as required by Section 13a-111, Conn. General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Conn. General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

8. PERMITS, LICENSES AND LAWS

The contractor shall obtain all necessary permits or licenses from the proper authorities and shall give all notices required by law or ordinance, and shall pay all fees and charges incident to the due and lawful prosecution of the work and shall comply with all laws, ordinances and regulations relating thereto.

9. RIGHT TO REJECT BIDS

The City of Norwich reserves the right to reject any and all bids to waive any technicalities and to make such awards, including awards not to the lowest bidder, as it deems in its opinion to be the best interest of the City of Norwich, awards made by the City of Norwich shall be final and conclusive and without recourse or appeal by any remaining bidders.

10. BIDDERS TO EXAMINE SPECIFICATIONS AND VISIT SITE OF WORK

Bidders must carefully examine the specifications, and in addition must use whatever means may be necessary to completely satisfy themselves not only of the quantity of equipment and labor and the extent and requirements of the work, but also of the actual conditions under which the work specified is to be performed. It is therefore pre-requisite that all bidders shall visit the site of the work to determine actual conditions for themselves. No future plea of ignorance of existing conditions shall be considered as a basis for additional compensation.

If bidders fail to fully understand any clause or requirement of the specifications, inquiry must be made of the Owner's Representative for his interpretation of the specifications in advance of the submission of a bid. Failure on the part of the bidder to acquaint themselves thoroughly with the work to be performed and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the contract. The signature of the bidder upon the bid shall be considered proof of his acceptance of full responsibility in this respect.

11. REPRESENTATION OF CONTRACTOR

The contractor represents and warrants that he is financially solvent and that he is experienced and competent to perform the type of work outlined on the specifications and drawings and that he has carefully examined the drawings and specifications along with addendum (or addenda), if any, and the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance and that he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property. He further warrants that any injury to persons or property resulting from the work shall be the sole responsibility of the contractor.

12. COMPETENT HELP TO BE EMPLOYED

The contractor shall employ an experienced superintendent and foremen, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, or guilty of being noisy, profane, or otherwise disruptive to the surrounding working environment, he shall be discharged immediately upon the request of the Owner and shall not again be employed on the work.

13. PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person applicant for employment or group of persons on the grounds of race, color, religion, national origin, sex, 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 in any manner prohibited by the laws of the United States or of the State of Connecticut and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the contractor as related to the provisions of this section.

14. SCOPE OF WORK

The contractor, as promptly and as economically as practicable, shall perform all necessary engineering services, shall procure, order and furnish all of the required materials (unless furnished by the Owner), labor, equipment, tools, plant, etc. and perform all of the services necessary for the construction, installation and completion of, and shall construct, install and complete all work called for and described in the specifications, drawings and other descriptive data that may be referred to herein. The Department will provide bench marks and control stakes in order to complete the work. The contractor shall protect and maintain these points for the duration of the construction. It is the obligation of the contractor to utilize these bench marks and stakes to determine lines and grades, and to provide his own grade stakes.

15. MATERIALS

Unless otherwise specified the Contractor warrants that all materials shall be new and shall be of good quality. The Contractor shall, if required by the Owner, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by the Owner, and all materials thereafter furnished by the Contractor shall be in strict accordance with such approved samples.

16. SUB-CONTRACTS

The Contractor agrees to obtain the agreement of every subcontractor to be bound to terms and conditions materially and substantially comparable to those contained herein unless otherwise authorized and approved by the Owner.

17. ASSIGNMENT

No assignment or transfer of the contract, or of any money or moneys due or to become due thereunder, or any part of such contract or of such money, will be permitted, until and unless the same shall be approved by the Owner, nor shall the contractor subcontract any substantial portion of this contract without Owner's written consent.

18. SEPARATE CONTRACTS

The Owner shall have the right to let other contracts in connection with this work or other work and the Contractor shall afford other Contractors reasonable opportunity for the execution of their work and shall properly connect and coordinate its work with theirs. The Contractor shall be liable for any damage that it, its agents or employees may cause to any other contractor and shall save Owner harmless therefrom. The Owner also reserves the right to perform work related to the contract with his own employees.

19. PARTIAL INVALIDITY

The Owner and Contractor agree that they will perform their obligations hereunder in accordance with all applicable laws, rules, regulations and ordinances now and hereafter in effect. If any term or provision of these conditions shall be found to be illegal or unenforceable then, notwithstanding, these conditions shall remain in full force and effect and such term or provision shall be deemed stricken.

20. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

The Contractor shall put up and maintain such barriers, fences, lighting and warning lights, danger warning signals and signs as will absolutely prevent accidents during the construction work and protect the work and insure the safety of personnel and public at all times and places; and the contractor shall defend, indemnify and save harmless the City and its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the contractor or his sub-contractor, or their servants or agents including any claims arising out of failure to erect and maintain sufficient railing or fence as required by Section 13a-111, Connecticut General Statutes. The fact that the City may retain the control of the premises, or that it or its agents may take action to erect or maintain railings or fences shall not relieve the contractor's obligation hereunder.

Contractor shall furnish, maintain and use, and cause all his sub-contractors to furnish, maintain and use all necessary safety devices and safe practices in prosecution of the work and to adopt, follow and maintain such additional safety measures as in the opinion of the Owner's Representative are conducive to safe operation by the contractor and the sub-contractor. The Owner's Representative shall have the right to order any and all work suspended where, in the Owner's Representative's opinion such work is not being carried on in a safe and proper manner, or where persons and property are not being properly protected or safeguarded and such work shall not be resumed until the Owner's Representative's requirements have been met and the Owner's Representative has directed that work shall resume. The work required by the preceding paragraph shall be totally at the contractor's expense.

In addition to above, when and as necessary, or when required by the Owner, the contractor shall post signs and employ watchmen or flagmen for directing of traffic at the site and for excluding at all times unauthorized persons from the work, for which the contractor will not be paid additional compensation.

21. FIRE PRECAUTION

The Contractor shall take adequate precaution against fire; keep flammable material at an absolute minimum; and insure that such material is properly handled and stored. The contractor

shall not permit fires to be built or open salamanders to be used in any part of the work without the express approval of the Owner.

22. "OR APPROVED EQUAL" CLAUSE

Whenever a particular brand, make of material, device or equipment is shown as required on bid form by using the name of the proprietary product of a particular manufacturer or vendor, it is to be regarded merely as standard. Any brand, make of material, device or equipment which will perform adequately, may be considered equal and satisfactory providing the bidder offering "or equal" brand, make of material, device or equipment will be responsible for furnishing complete data to the Owner so that he may ascertain if the material is of equal substance and function in his (the Owners) opinion. It shall not be purchased or installed without his written permission.

23. TERMINATION FOR CONVENIENCE

The City hereby reserves the right to terminate the performance of this contract for any reason the City deems appropriate, upon five (5) days written notice to the contractor. The City will pay all actual costs to date of termination, however the contractor shall not be entitled to any profit on unfinished or unearned work.

24. TITLE TO WORK

The title to all work completed or in the course of construction, and all materials on account of which any payment has been made by the Owner to the Contractor, shall be in the Owner.

25. TIME OF COMPLETION

The contractor shall commence work immediately upon receiving notification from the Owner's Representative to do so unless otherwise stated in the bid form and shall follow-up the work diligently without interruption until completed in accordance with the specifications, on or before the date set forth in the specifications.

26. INSPECTION

The Owner or persons designated by the Owner shall have access to and the right to inspect all work in the course of construction.

27. SPIRITUOUS LIQUORS

The contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon the work embraced in this contract. Dope or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, dope or drugs of any kind unless ordered by a physician shall be immediately discharged.

28. WORK CHANGES

The Owner may make changes by altering, adding to or deleting from the work, without invalidating the contract, but all such changes must be mutually agreed upon in writing, after a breakdown of estimated costs and changes in the contract sum attributable thereto and a statement of any necessary changes in time of completion, between the Owner and the contractor before proceeding with the execution of the work. All such changes in the work shall be authorized on a change order. Charges or credits for work covered by the approved change shall be either (a) an agreed lump sum or (b) actual cost.

29. CLAIMS FOR EXTRA WORK

After the contract has been signed, no claims for extra work will be honored, unless authorized in writing by Owner.

30. DEFAULTS

If the contractor shall fail in this prosecution of the work under this contract, to perform any provisions of this contract, the Owner after a five (5) days written notice to the contractor to remedy said failure, and upon the refusal or neglect of the contractor to remedy such failure, the Owner, without prejudice to any other remedy the Owner may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Owner shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the contractor. Any expense or cost arising out of the contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongly supplied, may be paid by the Owner for the account of the Contractors and deducted from the contract sum then or thereafter due the contractor.

31. TAXES

Purchases made by the City of Norwich, Connecticut, are considered exempt from the payment of Federal excise taxes, Connecticut Sales Taxes, etc. and such taxes shall be identified separately or excluded from the bid prices.

32. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The contractor shall also insure that all his operations and those of his sub-contractor abide by the provisions of the William Steiger Occupational Safety and Health Act of 1970, Public Law 91-956 and all subsequent amendments. In the event of any inconsistencies between the above laws and regulations and the provisions of these conditions, the laws and regulations shall prevail. If the Owner or Representative assigned to the work find the contractor or his sub-contractor are not abiding with this act, the Owner shall immediately stop all work until the contractor or sub-contractor adhere to the provisions of the act at no additional cost to the Owner.

33. COMPLIANCE WITH NON-DISCRIMINATION

Through the policies and programs set forth in this plan, the City of Norwich undertakes to comply fully with all applicable Federal, State and Local laws relating to equal employment opportunity, affirmative action, and non-discrimination, and of the contractor's obligations thereunder. The City will not enter into any contract in the knowledge or belief that the contractor will discriminate on prohibited grounds in employment.

In addition, the City of Norwich is specifically obligated to comply with the following laws and regulations where applicable.

Section 109, Housing & Community Development Act
Titles VI and VII, Civil Rights Act of 1964
Title VIII, Civil Rights Act of 1968
Executive Order 11063
Section 3, Housing & Urban Development Act of 1968
Davis Bacon Act (40 U.S.C. 276A - 276A-7)

34. WORK IN INCLEMENT WEATHER

The Owner or the Owner's Representative will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible. However, the Contractor shall, and shall cause his sub-contractors to protect carefully his and their work against damage of injury from the weather. If this is not done to the Owner's satisfaction and any damage to the work occurs, the work shall be removed and replaced at the expense of the contractor.

35. PROTECTION OF TREES

The Contractor shall take special care to preserve and protect from injury all trees located along the line of construction and no such trees shall be cut down, trimmed or otherwise cut without permission of the Owner.

36. ARCHEOLOGICAL FINDS

The Contractor for the life of this contract, is herewith required to immediately notify the Engineer in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire cracked stones", or "stone flaking material" or any other such related items of historical significance are discovered.

37. BLASTING

The approval of the Owner shall first be obtained before blasting is permitted. Before any explosive, such as dynamite or detonator caps, are stored or used, the contractor shall contact the Fire Department of the City of Norwich for instructions relative to the regulations for possession and use of explosives in the City of Norwich, Connecticut. The Contractor shall obtain all required permits and licenses for possession and use of explosives to be used on the sites of construction.

The Contractor shall also be responsible for the explosive materials at all times; for keeping of records regarding the explosives open at all times to inspection by the Police and Fire Departments of the City of Norwich, Connecticut; for the storage of explosive materials in a secure manner away from all tools, overnight or for any length of time at the site of construction; for the keeping of only such quantity of explosive material as may be needed for the work underway; for the immediate reporting to the Police and Fire Departments of the City of Norwich, Connecticut, of all unaccounted for explosive materials; for completely, adequately and carefully covering all blasts with suitable blasting mats in such a manner to prevent damage to landscape features, structures, facilities, privately owned and all other properties and surrounding objects and in a manner that will prevent injury to persons.

Unless specifically permitted, no blasting shall be done between the hours of sunset and sunrise on any day and no blasting will be allowed on Sundays or legal holidays.

Receptacles especially constructed for use in the storage of explosives shall be provided for the storage of explosives and they shall be proof against bullets, fire or other conditions which might cause explosions of the contents. When the need for explosives is ended, all such materials remaining on the job shall be promptly removed from the premises.

The Contractor shall be responsible for conducting any visual surveys and documentary photography in the immediate vicinity of the proposed blast site prior to any blasting. The cost of conducting such surveys and photography shall be included in the unit prices for rock removal.

When blasting is not approved by the Owner, alternate means of rock removal shall be used, such as mechanical splitting or hydraulically splitting. If specified in the contract, the Contractor must perform tests on well water and structures prior to any blasting.

38. POWER AND WATER

Should the Contractor require electric power and/or water, he shall make necessary arrangements with the Norwich Public Utilities Department for securing it and bear any expense involved, unless expressly provided for otherwise in the specifications.

39. TOILET ACCOMMODATIONS

The Contractor shall provide necessary sanitary toilet accommodations maintained in a sanitary condition for the workmen; chemical toilets will be permitted.

40. CLEAN-UP

The Contractor shall regularly and at the completion of the job, clean up all excess backfill materials and debris of every nature in order that the sites worked upon shall be left in a presentable condition as existed at the start of the job. It shall be the responsibility of the contractor to sweep and wash all surfaces and where mortar or grout has been deposited before these materials have an opportunity to bond. In case of dispute, the Owner may remove the rubbish and charge the cost of such removal to the Contractor.

41. GENERAL GUARANTEE

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's Representative's final inspection and acceptance as evidenced by final payment. He shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of a faulty material or workmanship and indemnify and hold harmless the Owner from and against all loss or damage arising out of or in connection with any such defects.

42. LIENS

The final payment for the work will not be made until the Owner is satisfied that no liens have, or can be placed for material or labor on this work. If required by the Owner, the contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full covering all material and labor for which a lien could be filed against the Owner.

43. PAYMENTS

Payment for the work will be made when the work outlined in the specifications is completed or in accordance with the terms stated herein. Invoices shall be prepared in prescribed form by the contractor and shall be submitted to the Owner's Representative for checking and certification. The City shall retain 5% of invoices until substantial completion of the project is reached. Retainage shall be reduced to 2% upon discretion of the City at that time.

44. PAYMENT TO SUB-CONTRACTOR

The Owner assumes no obligation to pay or to see to the payment of any sum to the sub-contractor. The owner can require a release of all liens for labor. (See Article 41)

45. FINAL INSPECTION AND ACCEPTANCE

Upon receipt of written notice from the contractor that his work is completed the Owner's Representative will make a final inspection and will notify the contractor of all instances in which the work fails to comply with the specifications as well as any defects which he may discover. The contractor shall thereupon immediately rebuild, alter and restore the work so that it will comply with the specifications and he shall remedy any defects at this own cost and expense and to the satisfaction of the Owner's Representative. Upon the completion of such alterations or repairs, the Owner's Representative will issue his certificate of final acceptance of work. The issuance of such certificate of final acceptance by the Owner's Representative shall not prevent the City from recovering damages at any subsequent time for work found to be actually defective during the one year guarantee period that commences after final payment has been made.

46. FINAL PAYMENT

The acceptance by the contractor of payment for the final invoice made after the Owner's Representative's certification of final acceptance as provided for in these General Conditions, shall release the City of Norwich and every agent of the City from all further claims or liabilities to the contractor of whatever nature except for the remaining sum or sums of money withheld under the provisions of the contract.

47. CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

48. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

The contractor shall keep at the site of the work at least one copy of the drawings and specifications, and shall at all times give the Owner and his representatives access thereto. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned on both.

49. LOADING

No part of the materials involved in this contract shall be loaded during construction with a load greater than that it can carry with safety. Should any accidents or damages occur through any violation of this requirement, the contractor will be held responsible under his contract and bond.

50. POLLUTION OF WATERS

Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows along the line of work. No Waste matter of any kind will be allowed to discharge into the stream flows or impounded waters of any ponds or other bodies of water.

51. USE OF "HE", "HIS" OR "HIM"

Whenever in these General Conditions the masculine words, "he", "his" or "him" are used pertaining to the contractor or buyer, it shall be for brevity and in no way is any sexual discrimination intended.

52. REFERENCE

Any reference to sections or articles shall be construed as pertaining to Connecticut State Highway Standard Specifications Form 814A.

53. SURPLUS MATERIAL

The surplus material, if requested by the Engineer, shall be placed in designated areas, provided the haul does not exceed 1.5 miles. Should no area be designated, the Contractor shall dispose of the material beyond the limits of this project and in both instances this work will be done at no cost to the city.



City of Norwich Connecticut

Department of Finance/Purchasing
100 Broadway, Room 105
Norwich, CT 06360-4431

Telephone Number:
(860)823-3706

Fax Number:
(860)823-3812

<http://www.norwichct.org>

Standard Bid and Contract Terms and Conditions

All Invitations for Bids issued by the City of Norwich ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

The contractor agrees to comply with the statutes and regulations 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.

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.
2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered. **Bid envelopes must clearly indicate the Bid number** as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:
<http://www.norwichct.org/bids.aspx>
http://das.ct.gov/SCP_Search/Default.aspx
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Bid forms may result in the rejection of The Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.
7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier. The City also reserves the right to make multiple awards.
8. Conditional Bids are subject to rejection in whole or In part. A conditional Bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Bids.
9. Alternate Bids will not be considered, unless specifically authorized in the invitation to Bid. An alternate Bid is defined as one which is submitted in addition to the Bidders primary response to the invitation for Bids.
10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a



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Standard Bid and Contract Terms and Conditions

discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.
12. By its submission the Bidder represents that the Bid is not made in connection with any other Bidders submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.
13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.
14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial general liability insurance to protect it from loss. The following minimum limits shall be met:
Bodily Injury and Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate
Products or Completed Operations: \$1,000,000 each occurrence; \$2,000,000 aggregate and be written with a per project aggregate.
Professional Liability (Errors and Omissions): \$2,000,000 each occurrence
Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property): \$1,000,000 combined single limit for each accident
Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Bid.
Umbrella/Excess Liability: \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage..

The Contractor shall provide the City with a Certificate of Insurance before any work is performed. The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

All policies, except Professional Liability, shall contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

Samples

16. Accepted Bid samples do not supersede the Specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.



City of Norwich Connecticut

Department of Finance/Purchasing
100 Broadway, Room 105
Norwich, CT 06360-4431

Telephone Number:
(860)823-3706

Fax Number:
(860)823-3812

<http://www.norwichct.org>

Standard Bid and Contract Terms and Conditions

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility, and will be made to the lowest, responsible and qualified bidder. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.
18. The Purchasing Agent may reject any Bidders in default of any prior contract or guilty of misrepresentation or any Bidders with a member of its firm in default or guilty of misrepresentation.

Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, any vendor or successful bidder shall agree that any taxes, landfill fees or special assessments due from the vendor or successful bidder to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor or successful bidder for the performance of work or the furnishing of services and/or materials or equipment under said contract.
20. Any person, vendor or successful bidder performing any work or furnishing any services or material or equipment to the City or any department, board or agency thereof, shall, as a condition of doing such or furnishing services or material or equipment, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person, vendor or successful bidder for the performance of such work or the furnishing of services or materials or equipment.

Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.
22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.
23. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Bidders.
24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
25. The Bidders hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents, servants and employees agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents, servants and employees, or of the Bidders or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, servants and employees, caused in whole or in part by the acts or omission of the Bidders or any participant or spectator or anyone directly or indirectly employed or working for the Bidders while engaged in the activity in the City of Norwich.



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Standard Bid and Contract Terms and Conditions

26. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.
27. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the City, upon request, with adequate assurances of future performance. In the event of termination for cause, the City shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable to the City for any and all rights and remedies provided by law. If it is determined that the City improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
28. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

29. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Bid specifications.
30. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Bid specifications.
31. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

Saving Clause

32. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

33. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

34. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Norwich purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed



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Standard Bid and Contract Terms and Conditions

matter produced under the contract.

35. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.
35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.
36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

ARTICLE IV. - CODE OF ETHICS

Sec. 2-51. - Declaration of policy.

The proper operation of municipal government requires that all officials and employees be independent, impartial and responsible to the citizens of the community; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. The purpose of this article is to establish guidelines for ethical standards of conduct for all officials and employees by setting forth those acts or actions that are incompatible with the best interests of the city and by direct disclosure by such officials and employees of financial and personal interests in matters affecting the city.

(Ord. No. 909, § 1, 11-13-78; Ord. No. 1625, 8-3-09)

Sec. 2-52. - Definitions.

The following definitions shall apply in this article:

- (a) *Agency*. All departments, boards, commissions, committees and agencies of the City of Norwich, including the city council.
- (b) *Business entity*. Any business, proprietorship, firm, partnership, person in a representative or fiduciary capacity, association, venture, trust or corporation, whether paid or unpaid, including members of any board, committee or commission thereof.
- (c) *Complainant*. The party initiating a complaint alleging a violation of this section.
- (d) *Gift*. A payment, subscription, advance, forbearance, rendering of service, deposit of money, or anything of value unless consideration of equal or greater value is transferred in its place. The term "gift" shall not include a political contribution otherwise reported as required by law; services provided to support a political candidate or political party without compensation by persons volunteering their time; a commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business; anything of value received because of a family or other close personal relationship with the donor; food or beverage or both, consumed on a single occasion, the cost of which is less than fifty dollars (\$50.00) per person; an occasional nonpecuniary gift, insignificant in value; an award publicly presented in recognition of public service or any gift which would have been offered or given to the recipient if he or she were not a public official or municipal employee.
- (e) *Immediate family*. Spouse, child, parent, sibling, or any person unrelated by blood residing in the individual's household.
- (f) *Interest*. A direct or indirect pecuniary or material benefit accruing to an officer, official or employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the city, except for such contracts or transactions which by their

terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For the purposes of this code, an officer, official or employee shall be deemed to have an interest in the affairs of:

- (1) Any person in his or her immediate family or the spouse of a person in his or her immediate family,
 - (2) Any person or business entity with whom a contractual relationship exists with the public officer or employee;
 - (3) Any business entity in which the officer, official or employee is an officer, director, member, or employee;
 - (4) Any business entity in which the stock of, or legal or beneficial ownership of, in excess of five (5) percent of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the officer, official or employee.
- (g) *Officer, official or employee.* Members of all departments, boards, commissions, committees or other agencies of the City of Norwich, including the city council, whether they be elected or appointed, paid or unpaid, full or part time, and all classified and unclassified employees of the City of Norwich.
- (h) *Respondent.* The party against whom a complainant has alleged a violation of this section.
- (i) *Transaction.* The offer of, or the sale, purchase or furnishing of any real or personal property, or services, by or to any person or entity directly or indirectly, as vendor or vendee, prime contractor, subcontractor or otherwise for the use and benefit of the city or of such other person or entity, for any form of consideration.

(Ord. No. 909, § 2, 11-13-78; Ord. No. 1625, 8-3-09)

Sec. 2-53. - Fair and equal treatment.

- (a) *Use of public property.* No officer, official or employee, unless so authorized, shall use or permit the use by others of city-owned property or publicly funded labor or service for personal convenience or profit.
- (b) *Impartiality.* No officer, official or employee shall grant any special consideration, treatment or advantage to any person beyond that available to all citizens.

(Ord. No. 909, § 3, 11-13-78; Ord. No. 1625, 8-3-09)

Sec. 2-54. - Conflict of interest.

- (a) *General conduct.* No officer, official or employee shall engage in any business or transaction or shall have an interest, which is incompatible or in conflict with the proper discharge of his or her official duties in the public interest or would tend to impair independence of judgment or action in

the performance of official duties; nor shall he or she become involved in any contract with, sales to, purchases from, or compensable services made with or rendered to the city except where the same is covered by competitive bidding.

- (b) *Disclosure of information.* Except as may be required by law, no officer, official or employee shall disclose any confidential information concerning the property, business or affairs of the city or use such information to advance the private, financial or personal interest of himself or herself or others.
- (c) *Gifts and favors.* No officer, official or employee shall accept or solicit any gift from any person who, to his or her knowledge, is interested, directly or indirectly, in any manner whatsoever, in business dealings with the city, or which gift may tend to influence him or her in the discharge of official duties or in granting any improper favor, service or thing of value.
- (d) *Incompatible employment.* No officer, official or employee shall appear in behalf of another person not a member of his or her immediate family before any agency of the city, nor shall he or she represent private persons or entities in any action or proceeding against the city in any litigation when said appearance or representation would be in conflict with or would tend to impair his or her independence of judgment and action in the performance of his or her official duties. However, an elected official may so appear on behalf of his or her constituents in the course of his or her duties as a representative of the electorate.
- (e) *Disclosure of interest.* Any officer, official or employee who has an interest in any matter concerning the city shall publicly disclose the true nature and extent of such interest and shall disqualify himself or herself from participating in such matter, if such interest is significant.

(Ord. No. 909, § 4, 11-13-78; Ord. No. 1625, 8-3-09)

Sec. 2-55. - Enforcement.

- (a) *Ethics commission.*
 - (1) There shall be an ethics commission consisting of five (5) members and four (4) alternate members. The council shall appoint commission members and alternate members who shall serve for a term of two (2) years. Upon the expiration of a term, the council may reappoint a commission member or alternate member to a new term, provided that no person who has served as either a member or alternate for three (3) consecutive terms may be reappointed.
 - a. All commission members and alternates shall be resident electors of the city.
 - b. Commission members and alternates may not be officers, officials, or employees of the city by virtue of service other than service on the ethics commission.
 - (2) This ordinance [amendment of this section by Ord. No. 1667] shall become effective July 1, 2012. The initial term of the new alternate members appointed hereunder shall expire on October 18, 2013, and they may thereafter be appointed to two (2) two-year terms pursuant to the provisions of subsection (a)(1).
- (b) *Organization.* The commission shall elect a chair and vice chair, who shall serve until the

expiration of their current term of appointment by the council, at which time the commission shall hold a new election. The commission shall establish its own rules and procedures consistent with the generally applicable law, including, without limitation, Section 1-82a(a) through (e) of the Connecticut General Statutes, as the same may be amended from time to time. Such rules and procedures shall provide for the seating of alternate members who when seated shall have all the powers and duties of regular members. The first rules and procedures shall be established within six (6) months of the date on which the council initially appoints members of the commission. The commission shall hold meetings at the call of the chair or any two (2) of the commission members and at such other times as may be provided by rules and procedures adopted by the commission.

(c) *Procedure for receiving and hearing complaints.*

- (1) *Generally.* The commission shall receive complaints from any person of any alleged violation of the code of ethics. Any complaint received by the commission must be in writing on a form prescribed by the commission and signed under penalty of false statement. A person shall be in violation of this section if the person submits a complaint containing a written statement that he or she does not believe to be true or that has been submitted with malice.
- (2) *Limitation.* No complaint may be received by the commission more than eighteen (18) months after the date of the action complained of, except where the person to be named as the respondent has fraudulently concealed the existence of the action. In which case the herein time limitation shall run from the date the complainant first had actual or constructive notice of the action.
- (3) *Notices and investigations.* Upon receiving a complaint of an alleged violation of the code of ethics, the commission shall, within five (5) business days, notify in writing the person about whom said complaint has been filed, advising the concerned person of the specific nature of the complaint made and being investigated by the commission, and enclosing therewith a copy of the complaint. At least three (3) members of the commission, of which one (1) may be an alternate, shall make a probable cause investigation of the validity of the complaint. The confidentiality provisions of General Statutes § 1-82 shall apply to the investigation. A finding of probable cause shall require the affirmative vote of a majority of commission members or alternates conducting the investigation. Not later than five (5) business days after termination of the investigation, the commission shall inform the complainant and the respondent of its finding as to probable cause and provide them a summary of its reasons for making the finding. If no probable cause was found, the commission shall dismiss the complaint. If probable cause was found, the commission shall call for a public hearing. A hearing shall commence within sixty (60) days after the receipt of the complaint by the commission.
- (4) *Hearings.* In the event a hearing is held, a panel consisting of five (5) members or alternates shall hear it. In the event a hearing is continued to a new date, upon continuation a member or alternate may be substituted for one of the original panel members provided the member

substituted was present for all prior hearings in the case. The respondent shall have the right to counsel, to cross examination of any witness, and to present evidence on his or her behalf. The commission may consider hearsay evidence as prescribed in its rules of procedure.

- (5) *Counsel for the commission.* Corporation counsel shall advise the commission in any matter at the request of the chair or vice chair of the commission. In the event corporation counsel is the respondent, the ethics commission may retain the services of another attorney licensed to practice law in the state.
- (6) *Findings.* A finding of a violation of this code shall require the affirmative vote of three (3) members of the hearing panel that there is clear and convincing evidence the respondent violated the code, and no member may vote who was not in attendance at all hearings. Clear and convincing evidence is evidence indicating the probability that the respondent committed a violation is substantially greater than the probability that he or she did not.
- (7) *Report of recommendations.* When there has been a finding of a violation the commission shall report the finding and a recommendation for action to the council. The commission shall also report to such other officer or board of the city with the power granted by the Charter or state statute to remove the officer, official, or employee found to have committed the violation, when such power of removal exists.
- (8) When the power of removal exists, the officer or board of the city with the power to remove the violator shall within sixty (60) days of receiving a report of violation report back to the ethics commission the disposition of the matter. In all other cases, a report of disposition may be made by the council at their discretion.

(Ord. No. 909, § 5, 11-13-78; Ord. No. 1625, 8-3-09; Ord. No. 1667, 5-21-12)

Sec. 2-56. - Advisory opinions.

Any officer, official or employee may seek from the commission, upon written request, an advisory opinion as to the application of any provision of this article to a particular situation or as to an interpretation of any such provision. The commission shall act on a written request within sixty (60) days of receipt. Such action may be an affirmative vote to decline ruling on the matter. In the event the commission fails to achieve a majority vote for any proposal, such failure shall be construed as an affirmative vote to decline ruling on the matter. The city clerk shall maintain a file of advisory opinions.

(Ord. No. 909, § 6, 11-13-78; Ord. No. 1625, 8-3-09; Ord. No. 1651, 2-7-11)

Secs. 2-57—2-60. - Reserved.

Sec. 7-53. - Conflict of interests.

No member of the council or any other officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city or any department or agency thereof, or be financially interested, directly or indirectly, in the sale to the city or any department or agency thereof of any land, material, supplies or services, except on behalf of the city or any department or agency thereof as an officer or employee or as a member of the council. Any wilful violation of this section shall constitute malfeasance in office, and any member of the council, officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person contracting with the city or any department or agency thereof shall render the contract void. This section shall not apply to members of the council who may be members of a firm or corporation which has secured a city contract as the lowest responsible bidder after bidding thereon as herein provided.

(Ord. No. 22, § 21, 5-5-52)

Motor Carrier Review for State Contract Awards

Overview

Any commercial motor vehicle, as defined in section 14-1, or any vehicle defined in section 14-163c(a) of the Connecticut General Statutes will be the subject of a Safety Fitness Review ("SFR") conducted by the Connecticut Department of Motor Vehicles (CTDMV) upon bid submission.

PROCEDURAL CHANGE: All commercial motor vehicle carriers will be required to provide the CT DMV with the name and contact number of their insurance carrier at the start of a SFR regardless of inspection data.

Roadside inspection data can be considered when conducting a Safety Fitness Review if a motor carrier has either 10 Vehicle **OR** 10 Driver inspections showing on the Federal [SAFER](#) website.

Total number of Vehicle and /or Driver out of service percentages cannot be equal to or more than double the national average as published by the Federal Motor Carrier Safety Administration. National averages periodically change.

If an out of service rate exceeds the percentages above, the carrier would **not** be given a favorable rating for a state contract.

In addition to carrier insurance information, motor carriers that have less than 10 Vehicle OR 10 Driver inspections will be required, at a minimum, to provide the following documents to the CT DMV:

1. CDL Drivers Roster (driver's name, license number & state that issued the license)
2. Drug & Alcohol Contract – showing the company is enrolled in a consortium.
3. If you have not updated your DOT Number within the past 2 years, you must do so through the [FMCSA website](#).

Items 1 and 2 can be emailed to vanita.smith@ct.gov or faxed to (860) 263-5533.

The following explains the evaluation process that the Department of Motor Vehicles uses to establish a safety rating for motor carriers applying for a state contract. Motor carriers should routinely scrutinize all elements of their transportation functions (safety evaluation areas).

Motor carriers are strongly urged to review for accuracy the administrative portion of their safety management programs (including roadside inspection reports received) and other pertinent documentation prior to bidding on state contracts. *Roadside inspection reports containing inaccurate information (e.g. carrier mismatch, erroneously documented violations, etc.) may result in DNMMR "Does Not Meet Minimum Requirements" status of the carrier.*

Additionally, ONCE AN INITIAL EVALUATION HAS BEEN DONE, A CARRIER'S DISCOVERY OF DISCREPANCIES IN ITS ROADSIDE INSPECTION REPORTS WILL NOT BE THE BASIS FOR A RE-EVALUATION.

Disputes contesting the accuracy of roadside inspections may be submitted by contacting the Federal Motor Carrier Safety Administration through their website on the DataQs log-in page, <https://dataqs.fmcsa.dot.gov/MyDataQs/Profile.aspx>

See additional information on:

- [Process and Qualifying Requirements for a State Contract](#)
- [Does Not Meet Minimum Requirements \(DNMMR\) - How Do I Improve?](#)

Department of Motor Vehicles

Motor Carrier Review for State Contract Awards Process and Qualifying Requirements

The motor carrier safety fitness review (SFR) conducted by the Department of Motor Vehicles, Commercial Vehicle Safety Division (CVSD) is performed in order to make an evaluation of the current safety fitness of any company that operates commercial motor vehicles (motor carrier) and is seeking to perform contractual services for any agency of the State of Connecticut.

The review is limited to those motor carriers that may be hired in the capacity as the primary contractor. Under the standard bid and contract terms of the State of Connecticut, each primary contractor is responsible for all of its agents and subcontractors with regards to compliance with applicable legal requirements. This responsibility extends to driver qualifications as well as vehicle safety.

The DMV will perform a SFR at the request of any state agency. **Each such request should be made in writing by the state agency and must include the name of the motor carrier, its official US DOT number and the type of service that is being provided to the state.**

Upon completion of the SFR, the requesting agency will be notified by CVSD as to whether or not the motor carrier Meets Minimum Requirements (MMR) for eligibility for a state contract.

The first factor to be reviewed is, 'Does the motor carrier retain adequate liability insurance for the services being provided to the state?'

The second factor to be reviewed is the seven BASICs in the [Motor Carrier Safety Measurement System](#) (SMS). The SMS was developed and is maintained by the United States Federal Motor Carrier Safety Administration (FMCSA). SMS is a data driven system that determines the current safety status of individual motor carriers. An explanation of SMS can be viewed on the [FMCSA website](#) DMV will make an evaluation of "[Does Not Meet Minimum Requirements](#)" (DNMMR) for any motor carrier that has three or more BASIC Alerts.

The third factor to be reviewed is the vehicle and/or driver out-of-service percentage rates. This information is obtained from the Driver/Vehicle Examination Reports (inspection reports) that are on file in the federal and/or state databases. A motor carrier that has a driver or vehicle out-of-service percentage that is equal to or greater than **twice** the national average, as published by the FMCSA, will receive an evaluation of "[DNMMR](#)". However, a percentage will not be calculated in any case in which the motor carrier does not have at least ten (10) inspection reports on file for either the driver or vehicle.

In addition to providing DMV with the name and contact number of the insurance carrier, the motor carriers that have insufficient inspection report data will be required, at a minimum, to supply the DMV with:

1. CDL Drivers Roster (driver's name, license number & state that issued the license)
2. Drug & Alcohol Contract – showing the company is enrolled in a consortium.
3. If you have not updated your DOT Number within the past 2 years, you must do so through the [FMCSA website](#).

The fourth factor of the SFR is that motor carriers **must not** show any criteria that indicates non-compliance with Federal Motor Carrier Safety Regulations or State of Connecticut laws/regulations

(including, but not limited to federal operating authority, insurance requirements, registration suspensions, etc.).

If the requesting agency uses this evaluation as a basis for disqualification for a state contract, DMV may perform another evaluation. To ensure that new data pertaining to the motor carrier has been entered into the FMCSA database, it is best to wait (45) days from the last evaluation.

DMV CVSD (Commercial Vehicle Safety Division) Inspectors assigned to the Motor Carrier Safety Assistance Program (MCSAP) may periodically and randomly inspect commercial motor vehicles and the records of motor carriers. In some cases, depending upon the severity of the violations which become known, CVSD may recommend to a state agency the termination of existing contract services, consistent with the state regulations and contract provisions that govern the taking of any such action.

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Department of Motor Vehicles

Motor Carrier Review for State Contract Awards **- DOES NOT MEET MINIMUM REQUIREMENTS (DNMMR) -** **HOW DO I IMPROVE?**

First, all motor carriers should ensure that their Motor Carrier Identification Report (MCS-150) form is updated to reflect the most current company information available. See the "Help me Register" or "Register or Update Now without Help" box [on the FMCSA website](#).

If the motor carrier's 'DNMMR' status is based on three or more BASIC alerts you should contact your local office of Federal Motor Carrier Safety Administration (FMCSA) to discuss your motor carrier safety management practices and review the company's BASICS that are deficient or have Alerts. If the 'DNMMR' is based on an out-of-service rate that is equal to or greater than twice the national average for vehicle and/or driver out-of-service rates, a dedicated effort by the motor carrier should be instituted to strive for violation-free roadside inspections, with emphasis placed on conditions that may contribute to an accidents or breakdowns.

The **motor carrier should** review their company's inspection and crashes on [FMCSA's Safety and Fitness Electronic Records System \(SAFER\)](#). The Department of Motor Vehicles will not interrupt its daily enforcement programs to inspect vehicles for a specific motor carrier seeking to be awarded state contracts.

Motor carriers with insufficient inspection report data, who are found to be non-compliant with federal or state law, should first enroll in a program designed to familiarize them with the Federal Motor Carrier Safety Regulations (FMCSRs). Secondly, the safety management practices identified in the FMCSRs should be adopted and placed into action. Lastly, a dedicated effort should be put in place to strive for violation-free roadside inspections.

IMPORTANT: During the safety fitness review (SFR), if a motor carrier's data indicates non-compliance with federal or state law (operating authority, registration suspensions etc.), that **motor carrier must correct the criteria prior to any MMR (Meets Minimum Requirements) rating** or subsequent re-evaluation. The applicable Federal and/or State database(s) must be updated prior to a re-evaluation.

NOTE: Motor carriers need to be aware that, regardless of the methods used to gain compliance with regulation requirements, *they **will not** see an immediate change to their data captured and displayed on the Federal website (including changes to SMS Basic alerts and out-of-service rates)*. This website is updated monthly, not in real-time. Motor carriers can expect a 30-to-60 day timeframe for new data to be indicated.

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Section 2

CHRO Contract Compliance Regulations

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

(Revised 09/3/15)

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

According to **Section 46a-68j-30(9)** of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in **Section 4a-60** of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of **Section 32-9n.**” “Minority” groups are defined in **Section 32-9n** of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by **Section 4a-60g** of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of **Section 46a-68j-21(11)** of the Contract Compliance Regulations.

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

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

PART 1 – Bidder Information

<p>Company Name: Street Address: City & State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/></p> <p>American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/></p> <p>Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>-Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

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

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

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

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section,

provided if there is any change in such representation, the contractor shall provide the updated representation to the awarding agency or commission not later than thirty days after such change.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;
or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(d) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or

regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(e) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) 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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(h) The contractor shall include the provisions of subsections (a) and (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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, 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.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; 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 section 46a-56.

(b) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide such awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has

not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality, or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(4) For the purposes of this section, “contract” includes any extension or modification of the contract, and “contractor” includes any successors or assigns of the contractor. For the purposes of this section, “contract” does not include a contract where each contractor is (A) 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, (B) any other state, as defined in section 1-267, (C) the federal government, (D) a foreign government, or (E) an agency of a subdivision, state or government described in subparagraph (A), (B), (C) or (D) of this subdivision.

(c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, 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.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Except as provided in section 10a-151i, every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; 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 section 46a-56.

(b) Except as provided in section 10a-151i:

(1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide such awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that

certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality, or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(c) For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(d) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, 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.

Sec. 4a-60g. (Formerly Sec. 32-9e). Set-aside programs for small contractors and minority business enterprises. (a) As used in this section and sections 4a-60h to 4a-60j, inclusive, the following terms have the following meanings:

(1) "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

(2) "Independent" means the viability of the enterprise of the small contractor does not depend upon another person, as determined by an analysis of the small contractor's relationship with any other person in regards to the provision of personnel, facilities, equipment, other resources and financial support, including bonding.

(3) "State agency" means each state board, commission, department, office, institution, council or other agency with the power to contract for goods or services itself or through its head.

(4) "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

(5) "Affiliated" means the relationship in which a person directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another person.

(6) "Control" means the power to direct or cause the direction of the management and policies of any person, whether through the ownership of voting securities, by contract or through any other direct or indirect means. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, twenty per cent or more of any voting securities of another person.

(7) "Person" means any individual, corporation, limited liability company, partnership, association, joint stock company, business trust, unincorporated organization or other entity.

(8) "Individual with a disability" means an individual (A) having a physical or mental impairment that substantially limits one or more of the major life activities of the individual, which mental impairment may include, but is not limited to, having 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 (B) having a record of such an impairment.

(9) "Nonprofit corporation" means a nonprofit corporation incorporated pursuant to chapter 602 or any predecessor statutes thereto.

(10) "Municipality" means any town, city, borough, consolidated town and city or consolidated town and borough.

(11) "Quasi-public agency" has the same meaning as provided in section 1-120.

(12) "Awarding agency" means a state agency or political subdivision of the state other than a municipality.

(13) "Public works contract" has the same meaning as provided in section 46a-68b.

(14) "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by state funding in an amount equal to fifty thousand dollars or less.

(15) "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) It is found and determined that there is a serious need to help small contractors, minority business enterprises, nonprofit organizations and individuals with disabilities to be considered for and awarded state contracts for the purchase of goods and services, public works contracts, municipal public works contracts and contracts for quasi-public agency projects. Accordingly, the necessity of awarding such contracts in compliance with the provisions of this section, sections 4a-60h to 4a-60j, inclusive, and sections 32-9i to 32-9p, inclusive, for advancement of the public benefit and good, is declared as a matter of legislative determination.

(2) Notwithstanding any provisions of the general statutes, and except as set forth in this section, the head of each awarding agency shall set aside in each fiscal year, for award to small contractors, on the basis of competitive bidding procedures, contracts or portions of contracts for the construction, reconstruction or rehabilitation of public buildings, the construction and maintenance of highways and the purchase of goods and services. The total value of such contracts or portions thereof to be set aside by each such agency shall be at least twenty-five per cent of the total value of all contracts let by the head of such agency in each fiscal year, provided a contract for any goods or services which have been determined by the Commissioner of Administrative Services to be not customarily available from or supplied by small contractors shall not be included. Contracts or portions thereof

having a value of not less than twenty-five per cent of the total value of all contracts or portions thereof to be set aside shall be reserved for awards to minority business enterprises.

(3) Notwithstanding any provision of the general statutes, and except as provided in this section, on and after October 1, 2015, each municipality when awarding a municipal public works contract shall state in its notice of solicitation for competitive bids or request for proposals or qualifications for such contract that the general or trade contractor shall be required to comply with the provisions of this section and the requirements concerning nondiscrimination and affirmative action under sections 4a-60 and 4a-60a. Any such contractor awarded a municipal public works contract shall, on the basis of competitive bidding procedures, (A) set aside at least twenty-five per cent of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and (B) of that portion to be set aside in accordance with subparagraph (A) of this subdivision, reserve a portion equivalent to twenty-five per cent of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises. The provisions of this section shall not apply to any municipality that has established a set-aside program pursuant to section 7-148u where the percentage of contracts set aside for minority business enterprises is equivalent to or exceeds the percentage set forth in this subsection.

(4) Notwithstanding any provision of the general statutes, and except as provided in this section, on and after October 1, 2015, any individual, firm or corporation that enters into a contract for a quasi-public agency project shall, prior to awarding such contract, notify the contractor to be awarded such project of the requirements of this section and the requirements concerning nondiscrimination and affirmative action under sections 4a-60 and 4a-60a. Any such contractor awarded a contract for a quasi-public agency project shall, on the basis of competitive bidding procedures, (A) set aside at least twenty-five per cent of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and (B) of that portion to be set aside in accordance with subparagraph (A) of this subdivision, reserve a portion equivalent to twenty-five per cent of the total value of the contract or portions thereof to be set aside for awards to subcontractors who are minority business enterprises.

(5) Eligibility of nonprofit corporations under the provisions of this section shall be limited to predevelopment contracts awarded by the Commissioner of Housing for housing projects.

(6) In calculating the percentage of contracts to be set aside under subdivisions (2) to (4), inclusive, of this subsection, the awarding agency or contractor shall exclude any contract that may not be set aside due to a conflict with a federal law or regulation.

(c) The head of any awarding agency may, in lieu of setting aside any contract or portions thereof, require any general or trade contractor or any other entity authorized by such agency to award contracts, to set aside a portion of any contract for subcontractors who are eligible for set-aside contracts under this section. Nothing in this subsection shall be construed to diminish the total value of contracts which are required to be set aside by any awarding agency pursuant to this section.

(d) The head of each awarding agency shall notify the Commissioner of Administrative Services of all contracts to be set aside pursuant to subdivision (2) of subsection (b) or subsection (c) of this section at the time that bid documents for such contracts are made available to potential contractors.

(e) The awarding authority shall require that a contractor or subcontractor awarded a contract or a portion of a contract under this section perform not less than thirty per cent of the work with the workforces of such contractor or subcontractor and shall require that not less than fifty per cent of the work be performed by contractors or subcontractors eligible for awards under this section. A contractor awarded a contract or a portion of a contract under this section shall not subcontract with any person with whom the contractor is affiliated. No person who is affiliated with another person shall be eligible for awards under this section if both affiliated persons considered together would not qualify as a small contractor or a minority business enterprise under subsection (a) of this section. The awarding authority shall require that a contractor awarded a contract pursuant to this section submit, in writing, an explanation of any subcontract to such contract that is entered into with any person that is not eligible for the award of a contract pursuant to this section, prior to the performance of any work pursuant to such subcontract.

(f) The awarding authority may require that a contractor or subcontractor awarded a contract or a portion of a contract under this section furnish the following documentation: (1) A copy of the certificate of incorporation, certificate of limited partnership, partnership agreement or other organizational documents of the contractor or subcontractor; (2) a copy of federal income tax returns filed by the contractor or subcontractor for the previous year; and (3) evidence of payment of fair market value for the purchase or lease by the contractor or subcontractor of property or equipment from another contractor who is not eligible for set-aside contracts under this section.

(g) The awarding authority or the Commissioner of Administrative Services or the Commission on Human Rights and Opportunities may conduct an audit of the financial, corporate and business records and conduct an investigation of any small contractor or minority business enterprise which applies for or is awarded a set-aside contract for the purpose of determining eligibility for awards or compliance with the requirements established under this section.

(h) The provisions of this section shall not apply to (1) any awarding agency for which the total value of all contracts or portions of contracts of the types enumerated in subdivision (2) of subsection (b) of this section is anticipated to be equal to ten thousand dollars or less, or (2) any municipal public works contract or contract for a quasi-public agency project for which the total value of the contract is anticipated to be equal to fifty thousand dollars or less.

(i) In lieu of a performance, bid, labor and materials or other required bond, a contractor or subcontractor awarded a contract under this section may provide to the awarding authority, and the awarding authority shall accept a letter of credit. Any such letter of credit shall be in an amount equal to ten per cent of the contract for any contract that is less than one hundred thousand dollars and in an amount equal to twenty-five per cent of the contract for any contract that exceeds one hundred thousand dollars.

(j) (1) Whenever the awarding agency has reason to believe that any contractor or subcontractor awarded a state set-aside contract has wilfully violated any provision of this section, the awarding agency shall send a notice to such contractor or subcontractor by certified mail, return receipt requested. Such notice shall include: (A) A reference to the provision alleged to be violated; (B) a short and plain statement of the matter asserted; (C) the maximum civil penalty that may be imposed for such violation; and (D) the time and place for the hearing. Such hearing shall be fixed for a date not earlier than fourteen days after the notice is mailed. The awarding agency shall send a copy of such notice to the Commission on Human Rights and Opportunities.

(2) The awarding agency shall hold a hearing on the violation asserted unless such contractor or subcontractor fails to appear. The hearing shall be held in accordance with the provisions of chapter 54. If, after the hearing, the awarding agency finds that the contractor or subcontractor has wilfully violated any provision of this section, the awarding agency shall suspend all set-aside contract payments to the contractor or subcontractor and may, in its discretion, order that a civil penalty not exceeding ten thousand dollars per violation be imposed on the contractor or subcontractor. If such contractor or subcontractor fails to appear for the hearing, the awarding agency may, as the facts require, order that a civil penalty not exceeding ten thousand dollars per violation be imposed on the contractor or subcontractor. The awarding agency shall send a copy of any order issued pursuant to this subsection by certified mail, return receipt requested, to the contractor or subcontractor named in such order. The awarding agency may cause proceedings to be instituted by the Attorney General for the enforcement of any order imposing a civil penalty issued under this subsection.

(k) (1) On or before January 1, 2000, the Commissioner of Administrative Services shall establish a process for certification of small contractors and minority business enterprises as eligible for set-aside contracts. Each certification shall be valid for a period not to exceed two years, unless the Commissioner of Administrative Services determines that an extension of such certification is warranted, provided any such extension shall not exceed a period of six months from such certification's original expiration date. Any paper application for certification shall be no longer than six pages. The Department of Administrative Services shall maintain on its web site an updated directory of small contractors and minority business enterprises certified under this section.

(2) The Commissioner of Administrative Services may deny an application for the initial issuance or renewal of such certification after issuing a written decision to the applicant setting forth the basis for such denial. The commissioner may revoke such certification for cause after notice and an opportunity for a hearing in accordance with the provisions of chapter 54. Any person aggrieved by the commissioner's decision to deny the issuance or renewal of or to revoke such certification may appeal such decision to the Superior Court, in accordance with the provisions of section 4-183.

(3) Whenever the Commissioner of Administrative Services has reason to believe that a small contractor or minority business enterprise who has applied for or received certification under this section has included a materially false statement in his or her application, the commissioner may impose a penalty not exceeding ten thousand dollars after notice and a hearing held in accordance with chapter 54. Such notice shall include (A) a reference to the statement or statements contained in the application alleged to be false, (B) the maximum civil penalty that may be imposed for such misrepresentation, and (C) the time and place of the hearing. Such hearing shall be fixed for a date not later than fourteen days from the date such notice is sent. The commissioner shall send a copy of such notice to the Commission on Human Rights and Opportunities.

(4) The commissioner shall hold a hearing prior to such revocation or denial or the imposition of a penalty, unless such contractor or subcontractor fails to appear. If, after the hearing, the commissioner finds that the contractor or subcontractor has wilfully included a materially false statement in his or her application for certification under this subsection, the commissioner shall revoke or deny the certification and may order that a civil penalty not exceeding ten thousand dollars be imposed on the contractor or subcontractor. If such contractor or subcontractor fails to appear for the hearing, the commissioner may, as the facts require, revoke or deny the certification and order that a civil penalty not exceeding ten thousand dollars be imposed on the contractor or subcontractor. The

commissioner shall send a copy of any order issued pursuant to this subsection to the contractor or subcontractor named in such order. The commissioner may cause proceedings to be instituted by the Attorney General for the enforcement of any order imposing a civil penalty issued under this subsection.

(l) On or before August thirtieth of each year, each awarding agency setting aside contracts or portions of contracts under subdivision (2) of subsection (b) of this section shall prepare a report establishing small and minority business state set-aside program goals for the twelve-month period beginning July first in the same year. Each such report shall be submitted to the Commissioner of Administrative Services, the Commission on Human Rights and Opportunities and the cochairpersons and ranking members of the joint standing committees of the General Assembly having cognizance of matters relating to planning and development and government administration.

(m) On or before November first of each year and on a quarterly basis thereafter, each awarding agency setting aside contracts or portions of contracts under subdivision (2) of subsection (b) of this section shall prepare a status report on the implementation and results of its small business and minority business enterprise state set-aside program goals during the three-month period ending one month before the due date for the report. Each report shall be submitted to the Commissioner of Administrative Services and the Commission on Human Rights and Opportunities. Any awarding agency that achieves less than fifty per cent of its small contractor and minority business enterprise state set-aside program goals by the end of the second reporting period in any twelve-month period beginning on July first shall provide a written explanation to the Commissioner of Administrative Services and the Commission on Human Rights and Opportunities detailing how the awarding agency will achieve its goals in the final reporting period. The Commission on Human Rights and Opportunities shall: (1) Monitor the achievement of the annual goals established by each awarding agency; and (2) prepare a quarterly report concerning such goal achievement. The report shall be submitted to each awarding agency that submitted a report, the Commissioner of Economic and Community Development, the Commissioner of Administrative Services and the cochairpersons and ranking members of the joint standing committees of the General Assembly having cognizance of matters relating to planning and development and government administration. Failure by any awarding agency to submit any reports required by this section shall be a violation of section 46a-77.

(n) Nothing in this section shall be construed to apply to the janitorial or service contracts awarded pursuant to subsections (b) to (d), inclusive, of section 4a-82.

(o) The Commissioner of Administrative Services may adopt regulations in accordance with the provisions of chapter 54 to implement the provisions of this section.

Sec. 46a-71. (Formerly Sec. 4-61d). Discriminatory practices by state agencies prohibited. (a) All services of every state agency shall be performed without discrimination based upon race, color, religious creed, sex, gender identity or expression, marital status, age, national origin, ancestry, intellectual disability, mental disability, learning disability or physical disability, including, but not limited to, blindness.

(b) No state facility may be used in the furtherance of any discrimination, nor may any state agency become a party to any agreement, arrangement or plan which has the effect of sanctioning discrimination.

(c) Each state agency shall analyze all of its operations to ascertain possible instances of noncompliance with the policy of sections 46a-70 to 46a-78, inclusive, and shall initiate comprehensive programs to remedy any defect found to exist.

(d) Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60.

Sec. 46a-81i. Sexual orientation discrimination: Services of state agencies. (a) All services of every state agency shall be performed without discrimination based upon sexual orientation.

(b) No state facility may be used in the furtherance of any discrimination, nor may any state agency become a party to any agreement, arrangement or plan which has the effect of sanctioning discrimination.

(c) Each state agency shall analyze all of its operations to ascertain possible instances of noncompliance with the policy of sections 46a-81h to 46a-81n, inclusive, and shall initiate comprehensive programs to remedy any defect found to exist.

(d) Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60a.

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TITLE 46a. Human Rights

Agency

Commission on Human Rights and Opportunities

Subject

Contract Compliance

Inclusive Sections

§§ 46a-68j-1—46a-68j-43

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§46a-68j-21

Contract Compliance

Sec. 46a-68j-1—46a-68j-18. Repealed

Repealed August 23, 1990.

Sec. 46a-68j-19—46a-68j-20. Reserved

Part I

Definitions and General Provisions

Sec. 46a-68j-21. Definitions

As used in Sections 46a-68j-21 to 46a-68j-43 inclusive:

(1) “Affirmative action” means positive action, undertaken with conviction and effort, to overcome the present effects of past discriminatory practices, to achieve the full and fair participation of women and minorities in contract and employment opportunity, and to assure that qualified minority business enterprises enter the economic mainstream of this state’s economy. Additionally, “affirmative action” shall mean the responsibility of contractors to develop and implement strategies to achieve equality of contracting and employment opportunity as required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes, as amended by Sections 3 and 4, respectively, of Public Act 89-253;

(2) “Agency” means the state or any political subdivision of the state other than a municipality;

(3) “Awarding agency” means an agency which has awarded or granted a contract subject to Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(4) “Commission” means the commission on human rights and opportunities created by Section 46a-52 of the Connecticut General Statutes as amended by Section 1 of Public Act 89-332;

(5) “Contract” means any agreement, written or otherwise, between any person and an awarding agency for goods or services;

(6) “Contract compliance requirements” or “contract compliance statutes” means, if the awarding agency is the state, both Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71(d) of the Connecticut General Statutes; and, if the awarding agency is a political subdivision of the state other than a municipality, but not the state, only Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(7) “Contractor” means a party to a contract with an awarding agency, and includes a contractor’s agents, successors, assigns or any other present or future enterprise sharing one or more of the following characteristics with the contractor: (a) interlocking directorships; (b) interrelation of operations (c) common management; (d) common control of labor relations, (e) common ownership of stock, equipment or materials; (f) common financial control of operations; or (g) any other factor evidencing such intermingling of affairs that

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it is unjust to recognize the separate existence of otherwise nominally independent entities. In addition to the foregoing, the word “contractor” shall include a subcontractor if the awarding agency is the state or if the contract is for a public works project;

(8) “Discriminatory practice” means the violation of law referred to in Section 46a-51(8) of the Connecticut General Statutes;

(9) “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(10) “Good faith efforts” means, but is not 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;

(11) “Minority business enterprise” means a business meeting the criteria set forth in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(12) “Party” means a person having a legal or property interest in a contract;

(13) “Person” means one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers and the state and all political subdivisions and agencies thereof;

(14) “Political subdivision of the state” means a body politic and corporate or other public instrumentality exercising some portion of the sovereign power of the State of Connecticut;

(15) “Protected group” means those classes or groups of persons specified in and protected by either applicable state or federal antidiscrimination laws, except that, for affirmative action purposes, the limitations set forth in Section 46a-61 of the Connecticut General Statutes shall apply;

(16) “Public works contract” or “public works project” means a contract for public works as defined in Section 46a-68b of the Connecticut General Statutes as amended by Section 1 of Public Act 89-253;

(17) “Reasonable technical assistance and training” means, but is not limited to, the extension of the following kinds of support services by a contractor to a minority business enterprise: providing assistance in bidding and estimating costs of projects, goods or services; providing assistance in the selection, organization and scheduling of suitable projects, goods or services; providing equipment or skilled personnel, under the direction and control of the minority business enterprise, to allow such enterprise either to bid on or complete a project or to obtain or supply goods or services; or any advice, assistance or training of a similar character designed to allow the minority business enterprise to enter into or fulfill contractual obligations;

(18) “State” means the state of Connecticut including each agency, department, board, commission or council thereof but not any political subdivision of the state or a municipality;

(19) “Subcontract” means any agreement subordinate to another contract, written or otherwise, between a party to the original contract and one who is not a party to that contract;

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(20) “Subcontractor” means a party to a subcontract with a contractor who has agreed to provide some or all of the goods and services the original contractor is required to provide;

(21) “Support data” means statistical data, books and records of account, personnel files and other materials and information regarding compliance with antidiscrimination and contract compliance statutes;

(22) “Technical assistance and training” means the financial, technical or other resources traditionally unavailable to minority business enterprises that a contractor extends to enable such enterprises to compete in the market place as any other contractor, such assistance being provided by the contractor in such a way and in such a manner as not to compromise or impair the integrity of such enterprises as legitimate minority businesses fully meeting the requirements of Section 4a-60 of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-22. Nondiscrimination clause

(a) Every contract or subcontract subject to contract compliance requirements shall contain the covenants required by Section 4a-60 of Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(b) The contract provisions required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of the Public Act 89-253, shall be an implied term of every contract to which an awarding agency is a party, regardless of whether they are expressly incorporated into the contract.

(c) Failure to include the contract provision required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, in a contract or subcontract subject to contract compliance requirements, or ignorance of contract compliance requirements shall not excuse a party from complying with the mandates expressed in Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes.

(Effective August 23, 1990)

Part II

Obligations of Contractors

Sec. 46a-68j-23. Obligations of contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

(1) comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;

(2) cooperate fully with the commission;

(3) submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be prescribed by the commission;

(4) provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;

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(5) make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;

(6) maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;

(8) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review;

(9) include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met; and

(10) undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

(Effective August 23, 1990)

Sec. 46a-68j-24. Utilization of minority business enterprises

(a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

(b) Contractors shall certify under oath to the commission and the awarding agency that minority businesses selected as subcontractors and suppliers of materials meet the criteria for minority business enterprises set out in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, if such businesses are not currently registered with the department of economic development and if the contractor wishes the commission to consider favorably the selection of an unregistered minority business enterprise in the evaluation of the contractor's good faith efforts. If the contractor does not wish the commission to consider its selection of an unregistered minority business enterprise in its evaluation of the contractor's good faith efforts, no certification need be made. The commission shall accept the registration of a minority business enterprise by the department of economic development, unless the commission determines, pursuant to Section 46a-68j-35, or from information received pursuant to Section 46a-68e of the Connecticut General Statutes that an enterprise fails to meet the standards contained in Section 4a-60 of the

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Connecticut General Statutes, as amended by Section 2 of Public Act 89-253. Pursuant to Section 46a-77 of the Connecticut General Statutes, the department of economic development and other interested state agencies shall cooperate with the commission to assure that a uniform and complete list of legitimate minority business enterprises is maintained to promote the full and fair utilization of such enterprises in all contracts subject to minority business enterprise requirements.

(c) Where the awarding agency is the state or where the contract awarded is for a public works project, the commission, in its evaluation of a contractor's good faith efforts, may require that a minority business enterprise selected as a subcontractor or supplier of materials provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met. If the minority business enterprise, whether registered or not registered with the department of economic development, fails to provide the commission with the required information and the contractor fails to demand performance by the subcontractor, the commission shall not consider such enterprise in its evaluation of the contractor's good faith efforts.

(d) Awarding agencies shall carefully monitor the contractor's selection of subcontractors and suppliers of materials to ensure compliance with Section 32-9e of the Connecticut General Statutes and Section 46a-68-35 (b). The awarding agency's obligation to monitor the contractor's actions shall be a continuing one, and failure to do so shall be deemed a failure to cooperate with the commission.

(e) The commission shall monitor a contractor's good faith efforts in the same manner provided for monitoring a contractor's compliance with antidiscrimination and contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-25. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253

(a) In addition to the obligations of Section 46a-68j-23, and 24, a contractor subject to the requirements of Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-27. Such plan shall be filed with the commission within thirty (30) days of the date the contract is awarded. For good cause shown, the commission may extend the time for filing the plan. No plan shall be considered a plan unless and until it is approved by the commission. Plans shall contain the following elements more particularly described in Section 46a-68j-27:

- (1) policy statement;
- (2) internal communication;
- (3) external communication;

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- (4) assignment of responsibility;
- (5) organizational analysis;
- (6) work force analysis;
- (7) availability analysis;
- (8) utilization analysis;
- (9) hiring/promotion goals and timetables; and
- (10) concluding statement and signature.

(b) A contractor currently operating an affirmative action program pursuant to an approved affirmative action plan containing substantially all the elements listed in Section 46a-68j-25 (a) may apply to the commission for permission to file that plan in lieu of the plan elements described in Section 46a-68j-27. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why such plan should be accepted by the commission. The commission may accept as substantially equivalent any plan prepared in accordance with and fully meeting the requirements of:

- (1) 41 CFR Part 60-2, if the contractor is a nonconstruction contractor;
- (2) 41 CFR Part 60-4, if the contractor is a construction contractor;
- (3) the guidelines on affirmative action appearing at 29 CFR Sections 1608.1 through 1608.12, inclusive;
- (4) Sections 46a-68-1 through 46a-68-73, inclusive, of the Regulations of Connecticut State Agencies; or;
- (5) the terms of any other regulation, order or decree deemed by the commission to meet affirmative action requirements.

The commission shall not unreasonably withhold acceptance of alternative plans meeting the standards of Section 46a-68j-25 (a). The Commission may also accept, as complying with the requirements of Section 46a-68j-25 (a), an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-1 through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, disapprove, or approve in part and disapprove in part any plan so submitted. An approved plan must:

- (1) contain all the elements required by Section 46a-68j-25 (a), or acceptable equivalent provisions;
- (2) comply with the particulars of Section 46a-68j-27 or appropriate substitute rules for the development of affirmative action plans contained in Section 46a-68j-25 (a); and
- (3) demonstrate that the contractor's work force favorably reflects the composition of workers in the relevant labor market area or that the goals and timetables contained in the plan are likely to achieve such result.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved.

(d) If the commission disapproves an affirmative action plan in whole or in part, it shall notify the contractor in writing within ten (10) days of the disapproval. The notice shall

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state the reason for disapproval and may provide proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan within thirty (30) days of the date the notice of disapproval is mailed by the commission. If the new or amended plan is disapproved, the commission may take appropriate action to obtain compliance with Section 46a-68c of the Connecticut General Statutes.

(e) The commission may monitor a contractor's implementation of its affirmative action plan at any time and may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

(Effective August 23, 1990)

Sec. 46a-68j-26. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253

(a) In addition to the obligations of Sections 46a-68j-23, 46a-68j-24 and 46a-68j-25, a contractor subject to the requirements of Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-28. Such plan shall be filed with the commission within thirty (30) days after a bid has been accepted by an awarding agency, or in advance of or at the same time as the bid is submitted, as the contractor elects. For good cause shown, the commission may extend the time for filing a plan, provided that the awarding agency agrees in writing to withhold two per cent of the total contract price per month until the plan is filed and approved by the commission. No plan shall be considered a plan unless and until it has been approved by the commission. Plans shall contain all elements listed in Section 46a-68j-25, as well as the following elements more particularly described in Section 46a-68j-28:

- (1) employment analysis;
- (2) subcontractor availability analysis;
- (3) minority business enterprises goals and timetables;
- (4) program goals and timetables; and
- (5) minority business enterprises assistance and innovative programs.

(b) Any contractor currently operating an affirmative action program pursuant to an affirmative action plan containing substantially all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) may petition the commission for permission to file that plan in lieu of the plan otherwise required. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why the plan should be accepted by the commission. The commission may accept as substantially equivalent any plan meeting the requirements of Section 46a-68j-25 (b), provided that the plan or any supplements to it address all areas otherwise required by Sections 46a-68j-25 (a) and 46a-

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68j-26 (a). The Commission may also accept as substantially equivalent an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-1 through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, approve with conditions or reject any plan so submitted. In addition to the standards announced in Section 46a-68j-25 (c), an approved plan must:

(1) demonstrate a full and fair commitment to the utilization of minority business enterprises as subcontractors and suppliers of materials.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved and shall notify the agency that the contract may be awarded.

(d) If a plan does not meet the standards for an approved plan, the commission may either disapprove or conditionally approve the plan. The commission shall notify the contractor and agency intending to award the contract in writing within ten (10) days of the disapproval or conditional approval. The notice shall state the reason for the commission action and may set forth proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan, or provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the commission. If the new or amended plan is disapproved, and the contractor fails to provide written assurances that it will amend its plan, the commission may take appropriate steps to obtain compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253 including a recommendation that the contract not be awarded, as the case may be.

(e) The commission may conditionally approve a plan only if:

(1) the plan contains all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) or equivalent authority accepted by the commission;

(2) the plan meets a majority of the criteria for approval under Sections 46a-68j-25 (c) and 46a-68j-26 (c);

(3) the contractor provides written assurances that it will amend its plan to conform to commission proposals submitted in accordance with Section 46a-68j-25 (d) to meet affirmative action requirements;

(4) the contractor promises to pledge its best good faith efforts to implement the commission's proposals within agreed upon timetables; and

(5) the contractor takes appreciable steps to implement at least some of the commission's proposals as a token of its commitment to achieve compliance prior to providing written assurances to the commission.

The commission shall closely monitor any contractor granted conditional approval of its affirmative action plan, and shall take all necessary action to assure that the contractor continues to meet affirmative action requirements. If a contractor fails to abide by its written assurances, the commission shall take appropriate action, including notifying the contractor and awarding agency that the commission has revoked its conditional approval or approval

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of the plan and that the agency should withhold payment to the contractor as provided for in Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253.

(f) At any time after the commission grants conditional approval of an affirmative action plan, a contractor may apply for full approval of the plan. An application for approval shall be in writing and shall state what action the contractor has taken to meet affirmative action requirements. The commission shall evaluate an application for approval of an affirmative action plan according to the procedures outlined in Sections 46a-68j-25 (c) and 46a-68j-26 (c). The commission shall notify the contractor and agency within ten (10) days of its decision. The commission shall treat such an application for approval as a new plan, and may approve, approve with conditions or disapprove the request.

(g) The commission shall closely monitor the implementation of affirmative action plans required by Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. The commission may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

(Effective August 23, 1990)

Sec. 46a-68j-27. Elements of plans required by Section 46a-68c of the Connecticut General Statutes as amended by Section 3 of Public Act 89-253

Affirmative action plans required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) policy statement. The policy statement shall be signed and dated by the contractor: (A) identifying the individual assigned affirmative action responsibilities; (B) affirming the contractor's commitment to achieve equal employment opportunity through affirmative action; and (C) pledging the contractor's best good faith efforts to attain the objectives of the plan;

(2) internal communication. The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its work force;

(3) external communication. The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements;

(4) assignment of responsibility. The contractor shall designate affirmative action responsibilities to an affirmative action officer. In addition to his or her other duties, the affirmative action officer shall: (A) develop, implement and monitor progress on the contractor's affirmative action plan; (B) acquaint workers with their specific responsibilities under the plan; (C) initiate and maintain contact with unions, recruiting sources and

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organizations serving members of protected groups concerning the achievement of affirmative action requirements; and (D) conduct meetings and orientation sessions, as necessary, to advise workers and management of the goals of the plan. The plan shall report all activity taken by the affirmative action officer to achieve these objectives;

(5) organizational analysis. As a preparatory step to the work force analysis, the contractor shall list each job title as it appears in collective bargaining agreements, job specifications or payroll records, ranked from the lowest to the highest paid. Job titles shall be listed by department or other organizational unit.

For lines of progression, the plan shall indicate the order of jobs through which a worker may advance. Job titles without a line of progression shall be listed separately;

(6) work force analysis. For each job title identified in the organizational analysis, the plan shall report: (A) the total number of incumbents; (B) the total number of male and female incumbents; and (C) the total number of male and female incumbents in each of the following groups: (i) whites; (ii) blacks; (iii) Hispanics; and (iv) others;

(7) availability analysis. As a preparatory step to determining whether minorities and females are fairly utilized in the work force, the contractor shall: (A) conduct an analysis which (i) examines the job content of each job title; (ii) identifies a relevant labor market area for each job title; and (iii) matches each job title to the most similar job title in the data source consulted; and (B) calculate the availability of groups identified in Section 46a-68j-27 (6) from: (i) employment figures in the relevant labor market area; (ii) unemployment figures in the relevant labor market area; (iii) the availability of promotable and transferrable persons in the contractor's work force; (iv) the availability of persons having requisite skills in an area in which the contractor can reasonably recruit; (v) the existence of training institutions or apprenticeship programs capable of training persons in the requisite skills; (vi) the availability of minority business enterprises as subcontractors and suppliers of materials; (vii) the degree of technical assistance the contractor is able to provide to minority business enterprises; and/or (viii) any other relevant source;

(8) utilization analysis. To determine whether minorities and females are fully and fairly utilized, the plan shall compare the representation of these groups in the work force, taken from Section 46a-68j-27 (6), with the availability of such persons for employment, calculated in Section 46a-68j-27 (7).

To determine the expected number of minorities and females, the contractor shall multiply the total number of workers in a job title by the representation of each group listed in Section 46a-68j-27 (6) (C), with the availability of each group expressed as a decimal.

Comparison of the resulting figure to the figures obtained from Section 46a-68j-27 (6) will yield a conclusion that a group in the work force is overutilized, underutilized or at parity when compared to the availability of minorities and females for employment. The plan shall set forth the results of all computations and conclusions on the utilization of minorities and females in the work force.

(9) goals and timetables. For each instance of underutilization in the work force, the contractor shall set goals to increase the representation of minorities and females among its

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workers. Goals shall not be rigid quotas which must be met at any cost, but shall be significant, measurable and attainable objectives with timetables for completion. In establishing the length of timetables, the contractor shall consider the anticipated expansion, contraction and turnover of the work force and the results which may reasonably be expected from putting forth every good faith effort to make the affirmative action plan an effective instrument for achieving equal employment opportunity; and

(10) concluding statement and signature. Affirmative action plans shall contain a concluding provision signed and dated by the contractor stating that the contractor: (A) has read the plan and that the contents of the plan are true and correct to the best of his or her knowledge and belief; and (B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.

(Effective August 23, 1990)

Sec. 46a-68j-28. Elements of plans required by Section 46a-68d of the Connecticut General Statutes as amended by Section 4 of Public Act 89-253

In addition to the elements in Section 46a-68j-27, affirmative action plans subject to the requirements of Section 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) employment analysis. The contractor shall undertake a comprehensive review of the employment process to identify policies and practices that build in or perpetuate barriers to equal employment opportunity. Where applicable, the following factors shall be addressed: (A) job qualifications; (B) job specifications; (C) recruitment practices; (D) personnel policies; (E) job structuring; (F) training and apprenticeship programs; (G) subcontracting practices; and (H) layoff and termination policies. The plan shall report what activities were undertaken to identify barriers to equal employment opportunity;

(2) subcontractor availability analysis. When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the department of economic development, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

(3) minority business enterprise goals and timetables. Based upon the availability of minority business enterprises calculated in Section 46a-68j-28 (2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The plan shall detail what steps it took to make such opportunities available;

(4) program goals and timetables. Where the employment analysis has identified barriers to equal employment opportunity, the contractor shall design specific corrective measures in the form of program goals to eliminate the barriers. Goals shall be accompanied by timetables designed to achieve compliance with affirmative action objectives within the

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shortest reasonable limits possible. The plan shall describe all actions taken to identify problem areas and realize program goals; and

(5) minority business enterprise assistance and innovative programs. Consistent with Sections 46a-68j-21 (17) and 46a-68j-21 (22), the contractor shall develop programs to assist minority business enterprises in entering the economic mainstream. The plan shall detail what programs the contractor has created to accomplish this endeavor.

(Effective August 23, 1990)

Sec. 46a-68j-29. Exempt contractors and subcontractors

(a) A contractor meeting the following requirements may at any time apply to the commission for exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor has been found in compliance with antidiscrimination or contract compliance statutes, as provided for in Section 46a-68j-32 (c);

(2) the work to be performed under the contract is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved;

(3) the contract awarded is for less than \$10,000.00;

(4) the number of workers employed by the contractor or subcontractor to perform the contract totals twenty-five (25) or less; or

(5) the contractor is a sole source provider of goods or services not readily available and the benefit to the state greatly outweighs contract compliance considerations.

(b) A contractor meeting the following requirements may at any time apply to the commission for partial exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor maintains facilities which are in all respects separate and distinct from activities related to the performance of the contract; or

(2) the contract involves a subcontract meeting the criteria set forth in Section 46a-68j-29 (a).

(c) An application for exemption or partial exemption shall be in writing and shall identify the subpart or subparts of Section 46a-68j-29 (a) or 46a-68j-29 (b) the contractor relies upon to qualify for exemption. The application shall be accompanied by such support data as is necessary to fully document the validity of the request. Pursuant to Section 46a-68e of the Connecticut General Statutes, the commission may from time to time require that additional information be provided. The commission shall not approve an application unless the support data convincingly demonstrates that the contractor qualifies for exemption from contract compliance requirements. The commission shall notify the contractor and awarding agency of its determination within thirty (30) days of its receipt of the application or additional support data, whichever is later.

(d) a contractor or subcontractor may petition the commission for exemption from the requirements of Section 4a-60 (e) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, and the commission may exempt a contractor or

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subcontractor if:

(1) the total value of any subcontract or subcontracts awarded within one fiscal year or calendar year from the date the initial subcontract is awarded is less than ten thousand (\$10,000.00) dollars;

(2) the contractor and subcontractor are bound by a contractual relationship which was entered into prior to the awarding of the contract with the state for goods or services substantially identical to the goods or services required to fulfill the contractor's obligations to the state, and performance of the subcontractor's responsibilities under the state contract are incidental to the preexisting contract;

(3) the subcontractor does business outside the state and is not otherwise subject to the laws of the State of Connecticut;

(4) the commission, pursuant to Section 46a-68j-29, has exempted the contract from contract compliance requirements;

(5) the subcontractor has developed and implemented an affirmative action plan or promises to develop and implement such a plan, or submits such support data to convince the commission that such a plan is not needed to achieve equal employment opportunity;

(6) the number of workers employed by the subcontractor or any subcontractor thereto to perform the subcontract to the contractor totals less than twenty-five (25); or

(7) the benefit to the state greatly outweighs the commission's interest in obtaining compliance with Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(Effective August 23, 1990)

Part III

Obligations of Awarding Agencies

Sec. 46a-68j-30. Obligations of awarding agencies

Every agency awarding a contract subject to contract compliance requirements shall:

(1) consult the Connecticut Law Journal pursuant to Section 46a-68j-41, before awarding a contract to ascertain that a potential contractor has not been issued a notice of noncompliance;

(2) if the awarding agency is the state or if the contract is for a public works project, consult the list of minority business enterprises prepared by the department of economic development or the list of such enterprises maintained by other agencies and monitor the contractor's choice of subcontractors and suppliers of materials;

(3) comply fully with all federal and state antidiscrimination laws and regulations including, if the awarding agency is required to file an affirmative action plan with the commission, Section 46a-68-35;

(4) cooperate fully with the commission;

(5) submit periodic reports of its employment and contracting practices in such form, in such a manner and at such a time as may be prescribed by the commission;

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(6) maintain full and adequate support data for a period of two (2) years from the date the record is made or the date the contract was executed, whichever is later, provided that this requirement shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant, employee or other person having knowledge of any matter concerning the investigation of a discriminatory practice complaint or relating to a contract compliance review;

(8) notify all bidders, on a form developed by the commission, that the contract to be awarded is subject to contract compliance requirements;

(9) aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials;

(10) consider, as bearing upon the responsibility and qualification of a bidder to meet its contract compliance requirements, the following factors:

(A) the bidder's success in implementing an affirmative action plan;

(B) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17, inclusive;

(C) the bidder's promise to develop and implement a successful affirmative action plan;

(D) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area;

(E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises; and

(11) report, as part of its affirmative action plan under Section 46a-68-49, all efforts and activity directed to awarding a fair proportion of its contracts to minority business enterprises; and

(12) undertake such other reasonable activities or efforts as the commission may prescribe.

(Effective August 23, 1990)

Sec. 46a-68j-31. Notification of contract awards by awarding agency

(a) An awarding agency shall notify the commission of all contracts subject to contract compliance requirements within ten (10) days of the date the contract is executed. Notice of the contract award shall be on a form provided by the commission and include:

(1) the name, address, telephone number and principal place of business of the contractor;

(2) total number of employees of the contractor (if known);

(3) if the awarding agency is the state or if the contract is for a public works project, the name, address, telephone number and principal place of business of each subcontractor;

(4) if the awarding agency is the state or if the contract is for a public works project, a statement as to how the criteria contained in Section 46a-68j-30 (a) (10) were applied in the selection of the successful bidder, and a statement as to what agreement, if any, was

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reached between the contractor and awarding agency to assure that the contractor will satisfy the contract compliance requirements contained in the contract;

- (5) a statement whether the contract is a public works contract;
- (6) the duration of the contract;
- (7) the dollar value of the contract; and
- (8) the name, job title, address and telephone number of the person at the awarding agency whom the commission may contact if further information is required.

(b) an awarding agency shall not be required to report contracts otherwise subject to contract compliance requirements if the contract awarded is:

- (1) for commodities or goods in the amount of \$3,000.00 or less; or
- (2) for leases, rental or personal service agreements in the amount of \$4,000.00 or less.

(c) Failure to comply with the requirements of Section 46a-68j-31 (a) shall be deemed a failure to cooperate with the commission.

(Effective August 23, 1990)

Sec. 46a-68j-32. Contract monitoring reports

(a) Upon notification by an awarding agency, the commission shall forward a contract monitoring report form to each contractor identified pursuant to Section 46a-68j-31 as a contractor under contract to the state or a political subdivision of the state other than a municipality. Each contractor so identified shall provide full and complete information on the contractor's employment practices and procedures related to compliance with antidiscrimination and contract compliance statutes. Contract monitoring reports shall be filed with the commission within thirty (30) days from the date the form is received by the contractor. Forms shall be considered received by the contractor on or before the third day after the date the form is mailed by the commission, unless the contractor establishes otherwise.

(b) For good cause shown, the commission may grant an extension of time for submission of a contract monitoring report. Requests for extensions of time shall be made in writing within the time that the report form is otherwise scheduled to be provided, and shall set forth specific reasons for requesting the extension.

(c) The commission shall excuse a contractor from the requirements of this Section, if the commission has determined that the contractor is in compliance with state or federal antidiscrimination and contract compliance statutes, provided that the commission's determination of compliance has been made within one (1) year preceding the date the commission is notified, pursuant to Section 46a-68j-31, that a subsequent contract has been awarded to the same contractor. It shall be the responsibility of the contractor to provide evidence demonstrating that it has been found to be in compliance with either state or federal antidiscrimination and contract compliance statutes by an agency of competent authority. For other good and compelling reason, the commission may likewise excuse a class or classes of contractors from the requirements of this section.

(d) Failure to fully complete a contract monitoring report form within the designated

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time shall be a violation of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

(Effective August 23, 1990)

Part IV

Review and Monitoring

Sec. 46a-68j-33. Desk audit review

(a) The commission shall review contract monitoring report forms received pursuant to Section 46a-68j-32 to assess the contractor's conformance with antidiscrimination and contract compliance statutes.

(b) The commission may require contractors to provide such other and further information to assess the contractor's conformance with antidiscrimination and contract compliance statutes. Requests for additional information shall be made in writing and shall describe the information sought. The provisions and time limitations of Section 46a-68j-32 shall govern the treatment of requests for additional information.

(c) Contractors determined to be in conformance with antidiscrimination and contract compliance statutes, based upon a review of the contract monitoring report and any other information provided pursuant to this section, shall be notified in writing by the commission. A copy of the notice shall be sent to the awarding agency.

(d) The commission's determination that a contractor is in conformance with antidiscrimination or contract compliance statutes shall not preclude a determination that a discriminatory practice has been committed in a proceeding under Chapter 814c of the Connecticut General Statutes, as amended or in a proceeding under the laws of the United States of America.

(Effective August 23, 1990)

Sec. 46a-68j-34. Field review

(a) The commission may conduct a field review:

(1) whenever review of a contract monitoring report form suggests that a contractor may be in violation of antidiscrimination or contract compliance law;

(2) if information submitted pursuant to Section 46a-68j-32 suggests that a contractor may be in violation of antidiscrimination or contract compliance law; or

(3) to determine or verify that a contractor is in compliance with antidiscrimination or contract compliance law.

(b) In the event that the commission elects to conduct a field review, the commission shall notify the contractor in writing that a field review shall be conducted. Such notice shall recite the date that the commission intends to meet with the contractor to review its employment policies and procedures. A copy of the notice shall be sent to the awarding agency. If additional meetings are necessary, the commission shall so advise the contractor and shall specify the date or dates of such meetings.

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- (c) A field review may consist of, but is not limited to, one or more of the following:
- (1) a review with the contractor of the contract monitoring report form or other information provided the commission pursuant to Section 46a-68j-32;
 - (2) a review of personnel records, applications, job descriptions, payroll records and other support data that the commission deems necessary to evaluate the contractor's conformance with antidiscrimination or contract compliance statutes;
 - (3) an observation of the contractor's work force made by touring the contractor's facility or construction site at a reasonable time and in a reasonable manner;
 - (4) an interview with persons employed by the contractor to elicit their knowledge of the contractor's employment policies and practices;
 - (5) contact with community groups in the labor market area to determine whether such organizations are notified of job openings by the contractor;
 - (6) a review of the contractor's subcontracting policies and practices;
 - (7) a review of the contractor's efforts to accomplish the goals set out in a letter of commitment signed by the contractor pursuant to Section 46a-68j-36;
 - (8) where applicable, an evaluation of the contractor's compliance with the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;
 - (9) where the contractor is a state agency, an evaluation of the contractor's compliance with the Affirmative Action by State Government regulations, Sections 46a-68-31 to 46a-68-73, inclusive; and/or
 - (10) a request for additional information concerning the contractor's conformance with antidiscrimination or contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-35. Conformance review

(a) After all relevant information has been assembled, the commission shall conduct a review to assess the contractor's conformance with antidiscrimination or contract compliance statutes. The commission shall notify the contractor of its findings within sixty (60) days of the date the commission completes its final field review or receives additional information from the contractor pursuant to Section 46a-68j-34, whichever is later. Notice of the commission's assessment shall include the basis for the finding. A copy of the notice shall be sent to the awarding agency by the commission.

(b) When a review indicates that the contractor is not in conformance with antidiscrimination or contract compliance statutes, the commission shall propose specific steps that the contractor must take within specific timetables to correct the deficiencies identified in the review. Such steps may include but are not limited to, the following:

- (1) elimination of employment barriers which may have the effect of discriminating against members of protected groups;
- (2) development and implementation of a program to enhance employment opportunities for members of protected groups;

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(3) affirmative advertising, recruitment and training programs for members of protected groups;

(4) where applicable, the development and implementation of an apprenticeship program pursuant to the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;

(5) submission of support data to the commission for a specified period of time to ensure that progress is being made in achieving equal employment and program objectives;

(6) restructuring of the contractor's employment and subcontracting policies, patterns and practices; or

(7) establishment of training programs to train and accelerate upward mobility of members of protected groups, when a determination has been made that such persons are under represented in the work force.

(Effective August 23, 1990)

Sec. 46a-68j-36. Letters of commitment; monitoring

(a) A contractor may, within thirty (30) days after notice of the commission's finding is received, accept in writing the commission's proposals to achieve conformance with the law. Acceptance of the commission's proposals shall be made in a letter of commitment in which the contractor shall pledge to make every good faith effort to attain conformance with the law within the timetables set out in the notice. A copy of the letter of commitment shall be sent to the awarding agency by the commission.

(b) If a contractor refuses to adopt or does not adopt the commission's proposals, the commission and contractor may meet and attempt to resolve any outstanding differences. An agreement thus reached shall be reduced to a letter of commitment signed by the contractor and a representative of the commission. Such letter shall pledge the contractor to make every good faith effort to achieve conformance with antidiscrimination and contract compliance statutes within the timetables set out in the letter of commitment. A copy of the letter shall be sent to the awarding agency by the commission.

(c) The commission shall closely monitor a contractor's efforts to achieve the goals within the timetables set out in a letter of commitment.

(Effective August 23, 1990)

Sec. 46a-68j-37. Cooperation with interested persons

The commission shall seek the cooperation of federal, state and local governmental agencies, business, labor and other interested persons to effectuate the purpose of Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-38. Delegation of authority

To assure effective and efficient implementation and enforcement of Section 4a-60, as

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amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes and Sections 46a-68j-21 to 46a-68j-43, inclusive, the commission finds that it is necessary to delegate certain duties and responsibilities to its staff. Accordingly, pursuant to Section 46a-54 (3) of the Connecticut General Statutes, the commission delegates and assigns the following responsibilities and duties:

(1) the staff shall review contract monitoring report forms filed with the commission to determine compliance with antidiscrimination and contract compliance statutes;

(2) the staff shall, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor or subcontractor is not complying with antidiscrimination or contract compliance statutes, make recommendations concerning any other action the commission should undertake to assure compliance;

(3) the staff shall monitor the implementation of letters of commitment to determine the progress achieved by contractors or subcontractors in attaining compliance with antidiscrimination or contract compliance statutes;

(4) the staff shall initiate contact and coordinate activities with contract compliance personnel in accordance with Section 46a-68j-37; and

(5) the executive director of the commission shall supervise staff activities pursuant to this delegation of authority and report to the commission on the activities undertaken, results achieved and problems encountered pursuant to this delegation of authority, and make recommendations for appropriate commission or legislative action where advisable.

(Effective August 23, 1990)

Part V

Enforcement Proceedings

Sec. 46a-68j-39. Complaints

(a) The commission may issue a complaint in accordance with Section 46a-82 (b) of the Connecticut General Statutes if the commission has reason to believe that a person:

(1) has been engaged or is engaged in a discriminatory practice; and/or

(2) subject to contract compliance requirements, is not complying with contract compliance statutes.

(b) Any person claiming to be aggrieved by an alleged discriminatory practice may file a complaint with the commission in accordance with Section 46a-82 (a) of the Connecticut General Statutes.

(Effective August 23, 1990)

Sec. 46a-68j-40. Complaint investigation; hearing; appeal

The provisions of Chapter 814c of the Connecticut General Statutes, as amended; shall govern the processing of complaints alleging a violation of Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and

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(Effective August 23, 1990)

Sec. 46a-68j-41. Notice of noncompliance

(a) In addition to any other action taken, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, the commission shall issue a notice of noncompliance. Issuance of a notice of noncompliance shall prevent a contractor from entering into any further contracts with an awarding agency, until such time as the commission determines that the contractor has adopted policies consistent with such statutes.

(b) A notice of noncompliance shall be effective upon issuance by the commission. A copy of the notice shall be sent to the awarding agency and the attorney general.

(c) The commission shall cause the names of all contractors issued a notice of noncompliance to be published in the first regular issue of the Connecticut Law Journal for the months of January, April, July and October, and shall maintain a complete and accurate list of such contractors at all times. All inquiries concerning the compliance or noncompliance of contractors shall be directed to the commission and not the commission on official legal publications. It shall be the responsibility of each awarding agency to consult the Connecticut Law Journal to ascertain whether a potential contractor is eligible to contract with the agency. Failure to consult the Connecticut Law Journal shall be deemed a failure to cooperate with the commission.

(Effective August 23, 1990)

Sec. 46a-68j-42. Rescission of notice of noncompliance

(a) Within fifteen (15) days after a notice of noncompliance is issued, the contractor receiving the notice shall submit a detailed, written statement, under oath, describing the steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission shall review the verified statement within forty-five (45) days of the date the notice of noncompliance was issued to determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, thereby eliminating the conditions giving rise to issuance of the notice.

(b) If the commission determines that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, it shall rescind the notice of noncompliance. The commission shall forward a copy of the letter rescinding the notice of noncompliance to the awarding agency and the attorney general.

(c) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it shall refuse to rescind the notice of noncompliance. The notice of noncompliance shall remain in effect until such a time as the commission finds, pursuant to subsection (b) of this Section, that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes. The commission shall forward a copy of the letter refusing to rescind the notice of

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noncompliance to the awarding agency and the attorney general.

(d) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it may allow the contractor an opportunity to submit a supplemental written statement, under oath, describing the additional steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission may permit a contractor to submit a supplemental verified statement only if all of the following conditions are met:

(1) the commission's earlier determination indicates that the steps required to bring the contractor into compliance with antidiscrimination and contract compliance statutes have been substantially implemented;

(2) the contractor, in its dealings with the commission, has expressed a general willingness to undertake such action as is necessary to bring its employment policies and practices into compliance with antidiscrimination and contract compliance statutes; and

(3) the commission will have adequate time following receipt of the verified supplemental statement to make an informed determination whether the contractor has eliminated the conditions giving rise to issuance of the certificate of noncompliance within the time frames imposed by Section 46a-56 (c) of the Connecticut General Statutes, as amended by Section 5 of Public Act 89-253. Absent such conditions, the commission shall decline to solicit or accept a verified supplemental statement from a contractor, and the notice of noncompliance shall remain in effect as provided in subsection (c) of this section.

(e) Failure to request rescission of a notice of noncompliance within fifteen (15) days after such notice is issued shall not prevent a contractor from thereafter requesting that the commission rescind the notice of noncompliance. In the event that the contractor fails to submit a verified written statement within fifteen (15) days after a notice of noncompliance is issued, the contractor shall submit, together with a verified written statement, a letter in explanation of the reasons for the delay in achieving compliance with antidiscrimination and contract compliance statutes. The commission shall determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes within forty-five (45) days of its receipt of the contractor's verified written statement. The provisions of this section shall apply to all statements submitted after the fifteen (15) day period for submission of a verified written statement has expired.

(f) The commission shall closely monitor the contractor's efforts to continue in compliance with antidiscrimination and contract compliance statutes.

(Effective August 23, 1990)

Sec. 46a-68j-43. Notice of adverse finding by presiding officer

(a) In addition to any other action taken, the commission may, following a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, notify the awarding agency or other interested persons that:

(1) a contractor is not complying with antidiscrimination or contract compliance statutes;

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and/or

(2) a state agency has purchased or contracted for supplies, materials, equipment or services contrary to Section 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and that the contract or subcontract is void and of no effect.

(3) appropriate action be taken to enforce a recommendation made by the commission pursuant to Section 46a-56 (c) of the Connecticut General Statutes.

(b) Any notice issued in accordance with subsection (a) of this Section shall include a recommendation that a civil action be brought or not be brought against the administrative head of the awarding agency pursuant to Section 4a-65 of the Connecticut General Statutes to recover the costs of such order or contract.

(c) In accordance with Section 46a-77 of the Connecticut General Statutes, the commission shall request that appropriate action be taken to enforce the commission's recommendation with all necessary speed.

(Effective August 23, 1990)

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, "minority" means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

(b) Said Office of Small Business Affairs shall: (1) Administer at least one regional office of the small business development center program within the Department of Economic and Community Development; (2) coordinate, with the director of the small business development center program, the flow of information within the technical and management assistance program within the Department of Economic and Community Development; (3) encourage Connecticut Innovations, Incorporated to grant loans to small businesses, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals; (4) coordinate and serve as a liaison between all federal, state, regional and municipal agencies and programs affecting small business affairs; (5) administer any business management training program established under section 32-352 or section 32-355 as the Commissioner of Economic and Community Development may determine; (6) provide a single point of contact for small businesses seeking financial and technical assistance from the state and quasi-public agencies; (7) coordinate all state funded revolving loan funds used to assist small businesses; and (8) establish, in cooperation with the Commissioner of Economic and Community Development, and within available appropriations, an informational web page with a list and links to all small business resources available and post them in a conspicuous place on the department's web site. The office shall update this information on its web site on at least a quarterly basis.

(c) On or after February 1, 2011, the Office of Small Business Affairs shall compile a summary of all small business activities and programs available and incorporate such summary into the report required pursuant to section 32-1m.

Affirmative Action Plans by State Government Agencies

Equal Employment Opportunity in Apprenticeship and Training

Sec. 46a-68-1. Scope and purpose

This regulation sets forth policies and procedures to promote equality of opportunity in State approved and registered apprentice training programs and to assure coordination with other state and federal equal opportunity statutes, including those enforced by the Connecticut commission on human rights and opportunities. These policies and procedures contained herein apply to the recruitment, selection, employment and training of apprentices. The procedures established provide for processing of complaints and for the deregistration of apprenticeship programs found to be operating in a discriminatory manner. This regulation promotes equal opportunity to encourage affirmative expansion of apprentice training opportunities for a larger number of labor force participants from those segments of the labor force where the need for upgrading levels of skill is greatest. Equality of opportunity in apprenticeship will be promoted by prohibiting discrimination based upon race, color, religious creed, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness unless such disability prevents performance of the work involved in apprenticeship programs, and by requiring affirmative action to provide equal opportunity in such apprenticeship programs. Voluntary affirmative action in apprenticeship programs has also been approved and endorsed by the United States Supreme Court. The Connecticut labor department, and the Connecticut commission on human rights and opportunities all encourage the inclusion of persons of all ages.

(Effective March 19, 1982)

Sec. 46a-68-2. Definitions

(a) “Commissioner” means the principal administrator directing and controlling all of the labor department activities including the job service program within the employment security division and the apprentice program within the office of job training and skill development.

(b) “Department” means the state of Connecticut labor department. Those units that will be primarily responsible will be the labor department’s office of job training and skill development, which administers the apprenticeship program, the Connecticut state apprenticeship council and the apprentice information centers.

(c) “Council” means the nine member Connecticut state apprenticeship council appointed by the governor with equal representation from labor, management and the public, including the deputy commissioner, who advise and recommend to the commissioner and the department standards of apprenticeship and policies of administration.

(d) “Apprenticeship program” shall mean a plan containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices as defined by the commissioner’s regulation for apprenticeship programs.

(e) “Sponsor” shall mean any duly established firm, association, committee, organization

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or corporation permanently located within the state of Connecticut with recognized capability to operate an apprenticeship program and in whose name the program is registered and approved.

(f) “Employer” shall mean any establishment which is party to an apprenticeship program employing an apprentice whether or not such establishment is a party to an apprenticeship agreement with the apprentice.

(g) “CHRO” shall mean the Connecticut commission on human rights and opportunities and its designated representatives administering fair employment practices under chapter 814 (c) of the Connecticut General Statutes, human rights and opportunities.

(h) “Race/ethnic and gender designations”

(1) White (not of Hispanic origin) a person having origins in any of the original peoples of Europe, North Africa or the Middle East.

(2) Minority

(a) Black (not of Hispanic origin): a person having origins in any of the Black racial groups of Africa.

(b) Hispanic: a person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race.

(c) Asian or Pacific Islander: a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

(d) American Indian or Alaskan Native: a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

(3) Female - as referred to in this regulation means either minority or nonminority women.

(i) “Eligibility pools” means a grouping of applicants who meet the qualifications of minimum legal working age; or a grouping of applicants who meet lawful qualification standards in addition to the minimum legal working age, provided that such pool shall be composed of applicants so qualified sufficiently representative of members of protected classes in order to make possible the achievement of goals and timetables.

(j) “Affirmative action” includes procedures, methods and programs, including projection of specific goals and timetables, which encourage the expansion of training opportunities and involve larger numbers of participants from those segments of the labor force where the need for upgrading is the greatest. It includes procedures, methods and programs for the identification, recruitment and training of present and potential minority and female apprentices. It is action which will equalize opportunity in state approved and registered apprentice programs and is not merely passive nondiscrimination.

(k) “Good faith efforts” are a program sponsor’s actions to fulfill commitment to achievement of equal opportunity in the recruitment, selection, training and employment of apprentices, its actions to comply with the provisions of its written affirmative action plan and the attainment of its goals. Each case in which good faith efforts are in question shall be considered separately on its merits.

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(l) “Goal” means a numerical objective fixed realistically in term of the number of vacancies expected within the sponsor’s projected business conditions and planning, keyed to the availability of qualified applicants. A goal shall not be interpreted as a quota.

(m) “Timetable” means a specific reasonable period of time established by the sponsor to measure results within the sponsor’s affirmative action plan.

(Effective March 19, 1982)

Sec. 46a-68-3. State of Connecticut authority

The authority for the implementation and adoption of these equal opportunity/affirmative action policies and procedures is vested in the commissioner under section 31-51d.* Further authority for promotion and enforcement of equal employment opportunities is contained in section 46a-72(d) (formerly section 4-61e(c)), section 46a-75 (formerly section 4-61h), and section 46a-68 (formerly section 4-61s) of the Connecticut General Statutes in order to comply with all responsibilities under the provisions of the Connecticut human rights and opportunities law, Conn. Gen. Stat. chapter 814(c).

* Which requires development of skill training opportunities for disadvantaged workers by inclusion thereof in apprenticeship agreements.

(Effective March 19, 1982)

Sec. 46a-68-4. Equal opportunity standards

(a) **Obligations of sponsors.** Each sponsor of an apprenticeship program agrees to:

(1) Recruit, select, employ and train apprentices during their apprenticeship without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry, or physical disability, including, but not limited to blindness.

(2) Uniformly apply rules and regulations concerning apprentices, including but not limited to equality of wages, periodic advancement, promotion, assignment of work, job performance, rotation among all work processes of the trade, imposition of penalties or other disciplinary action and all aspects of the administration of the apprenticeship program; and

(3) Adopt an affirmative action plan as required by this regulation and to take affirmative action to provide equal opportunity in apprenticeship.

(b) **Equal opportunity pledge.** Each sponsor of an affirmative action program agrees to include in its standards and its announcement for apprentice openings the following pledge: “The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religious creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to, blindness. The sponsor will take affirmative action to provide equal opportunity in applicable laws and regulations.”

(c) **Programs presently registered and newly registered sponsors.** Such programs and sponsors shall, within 60 days of the effective date of these regulations, take the following

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action:

(1) Assure inclusion in the standards of its apprenticeship program the equal opportunity pledge in section 46a-68-4(b).

(2) Adopt and implement an affirmative action plan as required by these regulations, unless section 46a-68-4(d) applies.

(3) Adopt and implement a selection procedure as required by these regulations.

(4) Submit the requested documentation to the department, including copies of its standards, affirmative action plan and selection procedure.

(5) Make documents which support the above available at the worksite for inspection and review by the department.

(d) Sponsors subject to federal laws and executive orders shall be judged in compliance with the requirements of this regulation pertaining to recruitment standards, affirmative action plans and selection procedures if it submits to the department satisfactory evidence that it is already subject to a federal equal employment opportunity program. Satisfactory evidence is defined as a letter from the sponsor's federal compliance review agency indicating that the sponsor's equal employment opportunity program has been reviewed and has been found to be in compliance with federal laws and executive orders. Alternatively, if a letter from the federal compliance review agency is unavailable, the sponsor shall send a letter to the department indicating that it has developed an equal employment opportunity program pursuant to appropriate federal laws and executive orders, that to the best of its knowledge it is in compliance with said laws and executive orders.

(e) **Programs with fewer than a total of five apprentices.** A sponsor of a program in which fewer than a total of five apprentices are employed shall not be required to adopt an affirmative action plan under section 46a-68-5 or a selection procedure under section 46a-68-6 provided that such program was not adopted to circumvent, and does not have the effect of circumventing, the requirements of this regulation. Exceptions to this requirement may be granted in accordance with section 46a-68-16.

(Effective October 22, 1982)

Sec. 46a-68-5. Affirmative action plans

(a) **Adoption of affirmative action plans.** A sponsor's commitment to equal opportunity in recruitment, selection, employment and training shall include the adoption of a written affirmative action plan as required by this regulation.

(b) **Outreach and positive recruitment.** Acceptable affirmative action plans should include provisions for outreach and positive recruitment that would reasonably be expected to increase minority and female participation in apprenticeships by expanding the opportunities of minorities and females to become eligible for apprenticeship selection.

Each sponsor shall effectively communicate its equal opportunity policy in such a manner as to foster understanding, acceptance and support among the sponsor's various officers, supervisors, employees and members and to encourage such persons to take the necessary action to aid the sponsor in meeting its obligations under these regulations.

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Each sponsor shall disseminate information concerning the nature of apprenticeship requirements, availability of apprenticeship opportunities, sources of applications and explanation of the equal opportunity policy of the sponsor. Such information shall be given as openings in the program arise, to the department and the Connecticut apprenticeship information job service network, which in turn will disseminate it to local schools, women's centers, outreach programs, the permanent commission on the status of women and community organizations which can effectively reach minorities and females in the sponsor's labor market area.

In recognition of the fact that the scope of a particular affirmative action plan will be determined by the size of the apprenticeship program and the amount of a particular sponsor's resources, any individual sponsor will not necessarily be requested to take specific steps in all the areas listed below. However, the affirmative action plan shall set forth those specific steps the sponsor does intend to take. Suggested actions follow:

(1) Each sponsor may cooperate with local school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into apprenticeship programs.

(2) Each sponsor may make provision in its affirmative action program that those who complete pre-apprenticeship and preparatory trade training programs are afforded equal opportunity to participate in the sponsor's apprentice training program. It is understood that the completion of such training programs in no way confers favored status upon such applicants, and that those eventually selected for the apprenticeship program will be selected on the basis of merit.

(3) Each sponsor may utilize journeypersons to assist in the implementation of the affirmative action program.

(4) Each sponsor may grant advanced standing or credit on the basis of previously acquired experience, training, skills or aptitude for program applicants.

(5) Each sponsor may admit to apprenticeship programs persons whose age exceeds the usually preferred maximum age for admission to the program providing such individuals possess equal skills and aptitudes as those applicants whose age does not exceed the usually preferred maximum age.

(6) Each sponsor may take any other action needed to ensure the implementation of the objectives of its affirmative action program. Nothing in this section is meant to perform any violation of an existing, valid collective bargaining agreement, so long as such collective bargaining agreement was not written to circumvent or discourage affirmative action in apprenticeship programs and so long as such collective bargaining agreement does not have the effect of circumventing or discouraging affirmative action in apprenticeship programs.

(c) **Department obligations.** The department will provide technical assistance in the development and maintenance of a suitable affirmative action plan. Specifically, the department will:

(1) Provide a model affirmative action plan to be modified to meet the sponsor's employment situation.

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(2) Provide, on at least an annual basis, the availability data necessary to maintain and update a sponsor's affirmative action plan.

(3) Provide individual counseling by department personnel to program sponsors with specific problems in the affirmative action plans upon request of such sponsors.

(4) Provide, through its offices, information on a pool of qualified applicants in the geographical area of any program sponsor.

(5) Expand its apprentice information system advisory and coordinating committee to include persons representing community-level organizations and apprenticeship outreach agencies as well as representatives of industry program sponsors.

(6) Expand the development of programs with the state department of education, the state community college system, the state technical college system and local boards of education in establishing trade preparatory classes, work experience foundation studies and pre-apprenticeship training programs to prepare for apprenticeship.

(7) Promote, with program sponsors in selected trades, their participation in the state's apprentice scholarship program or other special projects.

(8) Continue to offer, within the limits of existing funding, financial assistance to program sponsors for special training needs.

(d) **Goals and timetables.** A sponsor shall establish goals and timetables in its affirmative action plan regarding the utilization of minorities and women (minority and non-minority). Goals and timetables shall be related to the following factors:

(1) The size of the working age minority and female population in the program sponsor's labor market area.

(2) The size of the minority and female labor force in the program sponsor's labor market area.

(3) The percentage of minority and female participation as apprentices in the particular craft.

(4) The percentage of minority and female participation as journey persons employed by the employer or employers participating in the program.

(5) The general availability of minorities and females with present or potential capacity for apprenticeship in the program sponsor's labor market area. Such capacity or potential capacity shall be determined in part by the experience of the department and other outreach agencies.

(e) **Attainment of goals and timetables.** The department recognizes that goals and timetables cannot be inflexibly established or achieved by program sponsors and that each sponsor's goals and timetables must be subject to periods of reevaluation and modification. Compliance with these regulations shall be determined by the department to the degree that (1) a sponsor has met its goals within its timetables or (2) failing that, it has made a good faith effort to meet its goals and timetables. "Good faith effort" shall be as defined in section 46a-68-2(k). The department shall make all data relevant to minority and female labor force characteristics for the sponsor's labor market area, as specified in section 46a-68-5(c),

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available to all program sponsors.

(Effective March 19, 1982)

Sec. 46a-68-6. Selection of apprentices

Each sponsor shall provide in its affirmative action program that the selection of apprentices shall be made under one of the methods specified in the following paragraphs (a) through (d) of this section, provided that the method chosen be appropriate and sufficient to the achievement of the sponsor's goals and timetables. Whichever method is adopted apprentices shall be selected on the basis of fair, objective and specific qualification standards stated in detail. If a sponsor's selection from the pool is not consistent with its goals and timetables, the sponsor shall be required to demonstrate that the qualification standards for selection are directly related to job performance.

(a) **Selection for a pool of current employees.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants already employed by the program sponsor in a manner prescribed either by an existing collective bargaining agreement between the sponsor and its union or by the sponsor's established promotion policy.

(b) **Selection from a pool of new applicants.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established through public notice which allows at least a two week application period with at least a 30 day prior notice to the department. Applications may be received at any time prior to a public notice but all applicants must compete for selection preference at the same time. A new public notice and selection procedure may be established for each year's class of apprentices. All interested applicants must reapply.

(c) **Selection from the department's pools.** The sponsor may select apprentices from a representative eligibility pool of qualified applicants established by the department in conjunction with its apprenticeship information system. Each pool will be maintained by the department in cooperation with various apprentice outreach agencies. The department will assure that each pool contains qualified applicants representative of all affected classes. A goal of 20 percent minorities and 40 percent females is established for the pool.

(d) **Alternative selection methods.** The sponsor may select apprentices by any other method providing that the sponsor demonstrates good faith efforts within the intent of these regulations.

(e) **Notification of applicants.** Each applicant will be notified whether or not he has been admitted to the appropriate eligibility pool based on meeting the minimum requirements established by the program sponsor.

(Effective March 19, 1982)

Sec. 46a-68-7. Record keeping

(a) **Sponsors.** Each sponsor shall keep the following records relevant to its apprenticeship program (1) the application of each applicant; (2) the qualifications of each applicant; (3) total applicants, applicants accepted and rejected by race, sex and physical

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disability; (federal reporting records may be used as a base format) (4) apprentice program information.

(b) **Affirmative action plans.** Sponsors shall review their affirmative action plans for apprenticeship on an annual basis and update them where necessary.

(c) **Qualifications.** Each sponsor must maintain evidence that its qualification standards and selection methods are in accordance with the requirement set forth in section 46a-68-6 herein.

(d) The department will assist the sponsor upon request in establishing the above selection and record keeping procedures.

(e) **Records of the department.** The department shall keep adequate records, including registration requirements, individual program standards and registration records, program compliance reviews and investigations and any other records pertinent to a determination of compliance with this regulation.

(f) **Maintenance of records.**

(1) Apprentice applications - Each sponsor shall keep all apprentice applications for at least a one-year period unless a complaint has been filed, in which case it will be retained until the matter is resolved through all possible appeals.

(2) Applicant flow data shall be submitted to the department by the sponsor prior to the disposal of applications.

(3) Program information - Information relevant to the operation of the apprenticeship program shall be maintained for a period of one year subsequent to the term of the apprenticeship agreement unless a complaint has been filed, in which case pertinent records will be retained until the matter is resolved through all possible appeals.

(Effective March 19, 1982)

Sec. 46a-68-8. Compliance reviews

(a) **Conduct of compliance reviews.** The department will conduct regular reviews of apprenticeship programs to insure compliance with these regulations. Compliance reviews shall be of two types:

(1) A regular audit of each sponsor's program to be conducted as often as department resources and personnel allow, but not more than once in any 12-month period.

(2) A special audit to be conducted when the department has reason to believe such review is warranted. In both cases, the program sponsor will be notified at least one week in advance of the audit so that a mutually convenient appointment can be arranged.

(b) Where a compliance review indicates that the sponsor is not operating in accordance with this regulation, the department shall notify the sponsor in writing of the results of the review and make a reasonable effort to secure voluntary compliance on the part of the program sponsor within a reasonable time before undertaking sanctions under section 46a-68-12. In case of sponsors seeking new registration, the department will provide appropriate recommendations to the sponsor to enable it to achieve compliance for recognition purposes.

(Effective March 19, 1982)

Sec. 46a-68-9. Non-compliance with equal opportunity requirement

A consistent pattern or practice of non-compliance by a sponsor (or where the sponsor is a joint apprenticeship committee, by one of the parties represented on such committee) with federal and state laws or regulations requiring equal opportunity may be grounds for the imposition of sanctions in accordance with section 12 if such compliance is related to the equal employment opportunity of apprentices and/or graduates of such an apprenticeship program under this regulation. When such a pattern or practice is determined not to be in compliance with applicable laws and regulations, the department shall notify the sponsor that it will be given 60 days to bring its program into compliance with these laws and regulations. The sponsor shall take affirmative steps to assist and cooperate with employees and unions in voluntarily fulfilling their equal opportunity obligations.

(Effective March 19, 1982)

Sec. 46a-68-10. Complaint procedure

(a) Any apprentice or applicant for apprenticeship who believes that he or she has been discriminated against on the basis of race, color, religion, creed, sex, mental retardation, marital status, national origin, ancestry or physical disability, including but not limited to blindness, with regard to apprenticeship or that the equal opportunity standards with respect to his or her selection have not been followed in the operation of an apprenticeship program may, alone, or through an authorized representative, file a complaint with the department. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standards provided for in this regulation.

(b) The department will immediately refer all such discrimination complaints to the Connecticut commission on human rights and opportunities for the filing of a separate complaint with that commission pursuant to Conn. Gen. Stat. chapter 814(c). The department will use its good offices to resolve its complaint on an informal basis. All apprenticeship complaints received by the Connecticut commission on human rights and opportunities will be referred to the department to resolve on an informal basis. If the department is not able to resolve complaints informally, the Connecticut commission on human rights and opportunities will implement its regular complaint procedure on the separate complaint filed with it under chapter 814(c). If the department is able to resolve the complaint, the Connecticut commission on human rights and opportunities will determine whether the resolution of the complaint complies with the Connecticut human rights and opportunities law, and will resolve its separate complaint in a manner appropriate to that determination.

(c) The department will notify all applicants and apprentices of the above complaint procedure.

(Effective March 19, 1982)

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Sec. 46a-68-11. Adjustments in schedules

If, in the judgment of the department, a particular situation warrants and re-requires special processing and either expedited or extended determination, it shall take the steps necessary to permit such determination if it finds that no person or party effected by such determination will be prejudiced by such special processing.

(Effective March 19, 1982)

Sec. 46a-68-12. Sanctions

(a) Where the department, as a result of a compliance review or other reason, determines that there is reasonable cause to believe that an apprenticeship program is operating in a discriminatory manner, and corrective action has not been taken by the program sponsor, the department shall immediately undertake corrective action. If compliance is not forthcoming within a reasonable time, then the department shall immediately refer the matter and all pertinent information to the commission on human rights and opportunities for a determination through procedures conducted in accordance with chapter 814c.

(b) Deregistration proceedings shall be conducted either as a result of a compliance review conducted by the department, or as a result of a formal determination by the commission on human rights and opportunities. Deregistration shall be conducted in accordance with the following procedures:

(1) The department shall notify the sponsor, in writing, that a determination of discriminatory practices has been made and that the apprenticeship program will be deregistered based on the compliance review conducted by the department or a formal determination of the commission on human rights and opportunities.

(2) In each case which deregistration is ordered, the department shall make public notice of the order and shall notify the sponsor and the complainant, if any, and the United States labor department. The department shall inform any sponsor whose program has been deregistered that it may appeal such deregistration to the secretary in accordance with the procedures in federal regulations, 29 CFR 30.15.

(Effective March 19, 1982)

Sec. 46a-68-13. Reinstatement of program registration

Any apprenticeship program deregistered pursuant to this regulation may be reinstated upon presentation of adequate evidence to the department that the apprenticeship program will operate in accordance with this regulation in a non-discriminatory manner. Adequate evidence shall include, but not be limited to, a showing that the deficiency has been corrected, either by means of make-whole relief, prospective relief, or such other relief as shall be necessary to operate the program in a nondiscriminatory manner.

(Effective March 19, 1982)

Sec. 46a-68-14. Intimidatory or retaliatory acts

Any intimidation, threat, coercion, or retaliation by or with the approval of any sponsor

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against any person or persons for the purpose of interfering with a right or privilege secured by Title VII of the Civil Rights Acts of 1964, as amended, Executive Order 11246, as amended, Conn. Gen. Stat. sec. 46a-60(a)(4), or because he or she had made a complaint, testified, assisted or participated in any manner in any investigative proceedings or hearings under this regulation or under the regulations issued by the commission on human rights and opportunities pursuant to Connecticut's human rights and opportunities laws shall be considered noncompliance with the equal opportunity standards of this regulation. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purpose of this regulation including the conduct of any investigation, hearing or judicial proceeding arising therefrom.

(Effective March 19, 1982)

Sec. 46a-68-15. Nondiscrimination

The commitments contained in the sponsor's affirmative action program are not intended and shall not be used to discriminate against any qualified applicant or apprentice on the basis of race, color, religion, creed, national origin, sex, mental retardation, marital status, ancestry or physical disability, including but not limited to blindness.

(Effective March 19, 1982)

Sec. 46a-68-16. Requests for exemption

Requests for exemptions from these regulations, or any part thereof, shall be made in writing to the commissioner and shall contain a statement of reasons supporting the request. The department shall consult with the commission on human rights and opportunities before granting such requests. Exemptions may be granted for good cause shown. The department shall notify the United States Labor Department of any such exemptions granted affecting a substantial number of employees and the reason therefor.

(Effective March 19, 1982)

Sec. 46a-68-17. Cooperation with the commission on human rights and opportunities

The department, pursuant to the statutory obligation of Conn. Gen. Stat. sec. 46a-77, shall cooperate with the commission on human rights and opportunities in its enforcement of the requirements of this section and other applicable provisions of state and federal equal opportunity law. The commission on human rights and opportunities will cooperate with the department's efforts to enforce this section and to otherwise comply with the requirements of state and federal equal opportunity law.

(Effective March 19, 1982)

Section 3
Contract Forms



City of Norwich

100 Broadway
Norwich, CT 06360

Phone: (860)823-3700

Fax: (860)885-2131

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this ___ day of _____, by and between _____ (legal name and address), hereinafter called "**Contractor**" and the City of Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. (Attachments must be specifically labeled; for example, "Attachment A, consisting of _____ pages, attached hereto and made a part hereof," and be initialed by authorized representatives of both parties.) Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** The start date for this Contract shall be _____ and the completion date of this Contract shall be _____.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of \$ _____.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings,

Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

6. Supervision Of Work: The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

7. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of Norwich Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.

- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

8. Contract: This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

9. Funding and Fiscal Year Appropriations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

10. Termination: The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

11. Obligations in Event of Termination:

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of Norwich."

14. Assignment by Contractor and Subcontracting: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall he subcontract any services without the prior written approval of the City.

15. Connecticut Law: It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

16. Venue: In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for Norwich at Norwich, Connecticut.

17. Waiver of Jury Trial: CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General

Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, “Commission” means the Commission on Human Rights and Opportunities.

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

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 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 project.

(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 Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(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.

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (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 that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) 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 Section 46a-56 of the Connecticut General Statutes; 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.

(c) 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.

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

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

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

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of Norwich Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws and Indemnification of the City of Norwich: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

21. Waivers And Severability: All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

22. Amendments: No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

23. Entire Agreement: The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

24. Notice: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONTRACTOR:

Its Duly Authorized Agent

Its Duly Authorized Agent

Approved as to form and legality:

Michael E. Driscoll, Corporation Counsel

Date Signed _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal
(hereinafter called Principal) and _____
as Surety, (hereinafter called Surety) are held and firmly bound unto _____
_____ as Obligee (hereinafter called Owner), for the use and
benefit of claimants as hereinbelow defined;
in the amount of _____ Dollars (\$
_____) for the payment whereof the Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a Contract with the
owner for _____

_____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety for any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this Bond in the name of the person suing, prosecute the same to a final judgment and have the execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Principal)

Attest:

(Business Address)

_____ By

Affix
Corporate
Seal

(Corporate Surety)

Attest:

(Business Address)

_____ By

Affix
Corporate
Seal

Countersigned
by _____

Attorney-in-Fact, State of _____, Power-of- Attorney for person signing for
Surety Company must be attached to Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto _____ as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contract has by written agreement dated _____ entered into a Contract with Owner for _____

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- (2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of the Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed in writing by the parties to this Bond.

(Corporate Principal)

Attest:

(Business Address)

By

Affix
Corporate
Seal

(Corporate Surety)

Attest:

(Business Address)

By

Affix
Corporate
Seal

Countersigned
by _____

Attorney-in-Fact, State of _____, Power-of- Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then the _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

Affix
Corporate
Seal

Title _____

Section 4
Technical Specifications

INDEX TO TECHNICAL SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>
Section 02000	Site General Conditions
Section 02210	Site Earthwork
Section 02510	Paving, Sidewalks & Curbs
Section 02720	Storm Water Drainage
Section 02770	Sedimentation & Erosion Control
Section 02800	Site Improvements
Section 02900	Lawns
Section 50700	Riprap
Section 90700	Concrete Block Retaining Wall
Section 91300	Chain Link Fence
	DECD Sign Template

PART 1 - GENERAL1.1 RELATED DOCUMENTS

- A. The Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

1.2 DEFINITIONS

- A. Form 817 refers to "State of Connecticut, Department of Transportation, State Highway Department, Standard Specifications for Roads, Bridges, and Incidental Construction - Form 817, 2016" and all supplements thereto. Articles dealing with Method of Measurement and Basis of Payment are applicable to this Contract.
- B. AASHTO means the latest standards and supplements thereto of the American Association of State Highway and Transportation Officials.
- C. ASTM means the latest standards and supplements thereto of the American Society of Testing and Materials.
- D. ANSI means the latest standards and supplements thereto of the American National Standards Institute.
- E. ENGINEER refers to the designated representative of the Owner.

1.3 ORDER OF CONSTRUCTION

- A. Adapt all site work to the progress and order of construction of the work under this Contract. Carry out each section of work in such an order as the Engineer may direct.
- B. Schedule work to install any sub-surface site work before beginning the subgrades for paved areas.
- C. Submit schedule for review and acceptance by Engineer.

1.4 SPECIAL REQUIREMENTS

- A. Verify and confirm all existing conditions and location of underground utilities in the field. No claim for extra compensation or for an extension of time will be allowed due to conditions inconsistent with the drawings and specification.
- B. Restore any and all areas outside the contract limit lines that are disturbed during the progress of work as directed by the Engineer at the Contractor's expense.
- C. Access into the site is required by the Owner and shall be maintained by the Contractor.
- D. All erosion and sedimentation control shall conform to "Connecticut Guidelines for Soil Erosion and Sediment Control;" the Connecticut Council on Soil and Water Conservation, 2002.
- E. Maintain access for firefighting equipment to all parts of the site at all times.
- F. Protect all streets, roads and sidewalks and maintain reasonably clear of dirt or other debris that is due to construction. Apply water as necessary for dust control.
- G. Warning: Call 48 hours before any digging 1-800-922-4455.
- H. Contractor to layout locations, lines, and grades of all site work using established permanent benchmarks. Maintain and protect established bounds and benchmarks and replace any which are destroyed or disturbed.
- I. The Contractor shall maintain traffic in the project area to the satisfaction of the Owner. The Contractor must maintain pedestrian and vehicular traffic and permit access to the facility. The Contractor shall supply, install, maintain, adjust, move, relocate, and store all signs, suitably lighted barricades, traffic cones and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the requirements of the Local Agencies and the Owner.

The Contractor shall furnish and securely fasten flashing units to signs, barricades, and other objects in such numbers and for such lengths of time as are required for the maintenance and protection of traffic, or as the Engineer may order. The flasher shall be in operation during all hours between sunset and sunrise, and during periods of low visibility. The Contractor shall maintain, relocate and operate barricades and flashers throughout the life of the contract. No special payment will be made for barricades or flashers.

YANTIC STREET PARKING AREA

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the Owner immediately, and without notice, may furnish, install and maintain barricades or lights. The cost thereof shall be borne by the Contractor any may be deducted from any amount due or to become due to the Contractor under this contract.

- J. Every effort shall be made to protect private or public property during construction. All damaged areas shall be replaced in kind by the Contractor at no additional cost to the Owner. All materials not specifically described in other Sections, but required for work included in this Section, shall be new, first quality of their respective kinds, and subject to the approval of the Owner. All areas affected by the construction outside of the work limits shall be repaired to the complete satisfaction of the Owner. Should these items become damaged by the construction, the Contractor shall replace the damaged items at no additional cost to the Owner.

1.5 EXAMINATION OF SITE

- A. Data contained in Contract Documents (site survey, elevations, etc.) represents the best information available. There is no guarantee, implied or otherwise, as to the accuracy or completeness of the information shown. **Contractor shall be constantly on the alert for unknown, abandoned or mislocated utilities and for changing soil or subsurface water conditions.**
- B. Prior to start of any excavation, check with Owner and utility companies for location of underground facilities.

SECTION 02210 - SITE EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

The Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

1.2 DESCRIPTION OF THE WORK

Site earthwork shall include, but is not necessarily limited to, the following:

Lay out and stake proposed work and set required elevations.

Excavate earth necessary to establish the grades shown on the plans. Furnish additional fill if required.

Trench excavation, bedding, and backfill necessary to install site drainage, and improvements.

Remove excavated material unsuitable for fill or backfill and any excess material with legal disposal off site.

Provide, test, and place topsoil to complete the work of this Contract.

Construct processed aggregate bases for pavement.

Provide gravel subbases for pavements and gravel necessary to complete the work of other parts of this Specification.

Furnish and install 4" screened topsoil on all disturbed areas to be planted.

1.5 DEFINITIONS

Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.

Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.

Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer, who will make an inspection of conditions. If Engineer determines that

bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by Engineer. The Contract Sum may be adjusted by an appropriate Contract Modification.

Removal of unsuitable material and its replacement as directed will be paid on basis of Conditions of the Contract relative to changes in work.

Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, drainage fill, or topsoil materials.

Original grade is defined as being the grade which exists at the time of the Contract award.

1.6 PROTECTION

Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods necessary to prevent cave-in or loose soil from falling into excavation. Shoring and bracing shall be entirely independent of footings and foundations and shall not thrust against any portion of the structure.

Underpin adjacent structures that may be damaged by excavation work, including service utilities and pipe chases.

Notify Engineer of unexpected subsurface conditions and discontinue effected work in area until condition is resolved.

Protect bottom of excavations and soil adjacent to and beneath foundations against freezing when atmospheric temperature is less than 35 degrees F.

Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water.

1.7 FIELD INSPECTION AND TESTING

The Contractor will retain and pay for an independent soils laboratory to perform inspection and testing of fill and other soil products as deemed necessary.

The Contractor shall notify the Owner and Engineer when each layer of fill is to be in place and ready for testing. The Contractor shall allow ample time for testing.

If fill is placed in excess of 16" without testing, it shall be subject to removal on direction of Engineer.

Work required to correct faulty operation shall be at the Contractor's expense. Retesting will be by the Contractor, and the Contractor shall pay costs.

Topsoil tests will be paid for by the Contractor.

PART 2 - PRODUCTS

2.01 PRODUCTS

FILL AND BORROW

Excavated materials only if they conform to Section 2.02.03-5 of Form 817.

Complete filling with "Borrow". Conform to "Borrow" Section 2.07.01 and 2.07.02 of Form 817.

Do not include any organic or perishable materials in fill or "borrow" material.

Dispose of unusable materials legally off site.

BACKFILL

Provide material free of organic or perishable material and without stones larger than 3 1/2 inches, with less than 10% by weight passing a No. 200 sieve.

Do not backfill with material which does not meet the above requirements. Furnish and satisfactorily place material conforming to "Borrow" Section 2.07.01 and 2.07.02 of Form 817.

TOPSOIL: M13.01-1 of Form 817.

SAND BEDDING: Sand or sandy soil, all of which passes a 3/8 inch sieve, and not more than 10% of which passes a No. 200 sieve. Existing material may be used if it complies.

STONE BEDDING: Item M.02.02-2 of Form 817. 3/4 inch size.

FILTER FABRIC: M.08.01-26 of Form 817.

PROCESSED AGGREGATE: Item M.05.01 of Form 817; except all stone where noted on the drawings.

GRAVEL: Item M.02.01 and requirements of material grading A as defined in M.02.06 of Form 817.

PART 3 -EXECUTION

3.1 ENGINEERING AND SURVEY WORK

Contractor to layout all work shown on drawings. Furnish all engineering services required. Provide a registered engineer or licensed surveyor to lay out the initial stakes. Maintain and protect or replace stakes as required. Stake the proposed entrance drives, parking areas, and set finish elevations. Tie in control points so as to permit any portion of the layout to be reestablished without a complete survey.

3.2 MASS EARTH EXCAVATION AND FILL

Provide excavation and filling, furnishing of additional fill if required, compaction, and the legal off-site disposal of all unsuitable sand, clay, unsuitable gravel, broken stone, limestone, soft shale, soft slate or sandstone, loose or decomposed rock boulders of less than 2 cubic yards in volume, and all other excavated material not otherwise classified under this Specification. Include rock or ledge of such consistency that is can be moved by bulldozer or other equipment.

Excavate and fill to the lines and grades indicated on the drawings and conduct the work so as to cause a minimum disturbance to adjacent areas. Do not fill when earth is frozen or in an extremely wet condition. Determine that areas to be filled are free of debris, refuse, and compressible or decomposable materials. Remove any topsoil and all organic material before placing fill.

Proof-roll all ground surfaces with a minimum of 2 passes of a compacting machine approved by the Engineer. Remove any soft material unsuitable for supporting specified compacted fill and fill with specified fill material.

Notify the Engineer when excavations are ready for inspection. Do not fill until conditions are approved.

Place in lifts 12 inches deep maximum after compaction and 8 inches deep maximum under pavements, structures, slabs, and footings.

YANTIC STREET PARKING AREA

Compact each lift to achieve the required percentage of Modified AASHTO laboratory density (ASTM D-1557, Method C.).

Compact fill to subgrade under proposed grass areas to 90% of density.

Compact fill to subgrade under pavements, structures, slabs, and footings to 95% of density.

Determine subgrades from the sections on the drawings. Provide topsoil under grass areas 6 inches minimum. Maintain finish grades as shown on the plans.

Maintain adequate site drainage at all times during grading operations.

3.3 TRENCH EARTH EXCAVATION AND BACKFILL

Excavate pipes 2 feet beyond the inside diameter. Excavate structures to the widths and depths shown on drawings or as specified. Keep sides as vertical as practical.

Furnish all shoring and bracing necessary for the completion of the work. Keep excavations dry. Do not excavate to full depth in freezing temperature unless pipes, structures, and footings are installed immediately. Where accidental excavations cause material removal below the required grade for proposed pipes and structures, backfill with concrete up to the required grade.

Provide storm drainage trenches with continuous slope in direction of flow.

Bedding shall be sand or sandy soil unless otherwise shown on the drawings. Install all pipes in bedding material with a thickness directly under the pipe of minimum 4 inches and preshaped to a height of 10% of total height of pipe for pipes 12 inches or larger and to 6 inches over pipe for smaller sizes. After pipe is installed, trench shall be backfilled with bedding material to a height of 25% of the total height of the pipe for storm sewers and to 6 inches over pipe for sanitary sewers and water. Backfill to subgrade, above bedding material, may be existing material provided that no unsuitable material, as determined by Engineer, nor material with stones 3 1/2 inches or greater, be used.

Backfill in layers not exceeding 12 inches in depth. Conform to Section 2.05.03 of Form 817. Do not backfill against any pipe, structure or footing until permission is given by the Engineer.

Compact to 95% Modified AASHTO laboratory density (ASTM D-1557, Method C.)

If pipes or structures are over fill areas, fill 12 inches higher than the top and compact to density required. Trench to required elevation. Extend fill and compaction at least 2 feet laterally on both sides of proposed pipe or structure

3.4 EXCAVATION PROTECTION AND MAINTENANCE

Protect open excavations with fencing, warning lights, and/or other suitable safeguards.

Shore, sheet, or brace excavations and trenches as required to maintain them secure and to protect adjacent existing structures. Remove shoring as the backfilling progresses, but only when banks are safe against caving or collapse.

Provide, maintain, and operate pumps and related equipment, including stand-by equipment, of sufficient capacity to keep excavation free of water at all times, and under any and all contingencies that may arise until the structures attain their full strength. Notify the Engineer and receive approval before discontinuance of pumping. Maintain ground water in bearing strata at a safe level at all times by methods which prevent loss of fines or other disturbances to the strata. If methods employed have not been adequate and the bearing value of the soil has been reduced, carry out remedial measures as directed by the Engineer. Keep trenches free of water until trenches have been backfilled.

Dispose of water through temporary pipe lines with outfall to natural drainage courses. Prevent erosion of surrounding areas. Build temporary culverts if required. At completion of dewatering, remove temporary facilities and restore subgrade and any damaged areas.

3.5 TESTING AND SPREADING TOPSOIL

Test, screen, and spread topsoil on all disturbed areas within the contract limit line upon which construction does not occur.

At Contractor's expense, test representative samples of stockpiled topsoil and any borrow topsoil employing the services of a commercial or government agency approved by the Engineer. Provide mechanical analysis and ph value. Topsoil shall conform to the requirements of Article M.13.01-1 of DOT Form 817.

Provide subgrade 6 inches below finish grade elevation for lawns. Loosen subgrade by disking or scarifying to a depth of 2 inches minimum where compaction has occurred. Clear surface of all stumps, stones, or roots 2 inches in diameter or greater; cable, wire, grade stakes, and any other materials which might hinder proper tillage or spreading. Obtain approval of the subgrade from the Engineer before applying topsoil.

Spread topsoil uniformly to finish grades. Do not spread or work when topsoil or subgrade are frozen, muddy, or excessively dry. Place only when seeding and sodding operations can follow within a reasonable time.

Remove weeds above 1 inch in height prior to seeding and sodding operations. Do not allow weeds to go to seed. Keep heavy equipment, trucks, etc., off of topsoiled areas. If compaction occurs, scarify to a depth of 4 inches. Maintain finish grades by adding topsoil in eroded or settled areas.

3.6 PROCESSED AGGREGATE BASE

Furnish and install processed aggregate base under pavements to the depths shown on the drawings. Obtain approval of subbase by the Engineer before placement.

Place and compact uniformly with a roller, vibratory compactor, or hand tamper, to 95% of Modified AASHTO laboratory density (ASTM D-1557, Method C.) to a tolerance of 3/4 inches in 10 feet.

3.7 GRAVEL

Furnish and install gravel subbase under pavements and stone surfaces to the depths shown on the drawings and where noted or required in other parts of this Specification.

Prepare subgrade by removing all soft or spongy material and backfilling with specified material. Compact subgrade uniformly to 95% of Modified AASHTO laboratory density (ASTM D-1557, Method C).

Place gravel in maximum 12 inch layers and compact uniformly to 95% of Modified AASHTO laboratory density (ASTM D-1557, Method C).

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

1.2 DESCRIPTION OF THE WORK

Paving, walks and curbs shall include, but is not necessarily limited to, the following:

2-course bituminous concrete pavements.

Painted parking lines, stop bars and symbols.

Concrete pavement, walks, slabs, pads, ramps and stoops.

Concrete curb.

Bituminous concrete lip curb.

1.3 SPECIAL REQUIREMENTS

Meet and match existing bituminous concrete pavement on existing streets at the same finish grade.

1.4 SUBMITTALS

Bituminous Concrete Paving: Material certificates signed by material producer and Contractor, certifying that material complies with specified requirements.

Paint: Manufacturer's printed specifications and instructions and recommendations for application.

Concrete: Manufacturer's product date, test reports, and materials certifications for Cast-In-Place Concrete.

Compaction test results.

Concrete Curb: Suppliers product test reports, and required material certifications for concrete curb.

Pavers: Match existing on campus.

PART 2 - PRODUCTS

2.01 GENERAL

Bituminous Concrete Course: M.04.01, Class 1 & 2 of Form 817.

Line and Symbol Paint: Shall conform to Section 12.09.02 of DOT Form 817.

Concrete: 4,000 psi (28-day compressive strength). If not indicated use Class "C" concrete for surface work and Class "A" concrete for underground.

Welded Steel Wire Mesh: ASTM Specification A-185, "Specification for Welded Steel Wire Fabric for Concrete Reinforcement." Furnish in flat sheets, not rolls.

Premolded Joint Filler: Non-extruding and resilient bituminous type; ASTM D-1751.

Concrete Curb: Shall conform to Section 8.11.02 of DOT Form 817.

Bituminous Concrete Lip Curb: Shall conform to Section 8.15.02 of Form 817

Granite Curb: Shall conform to Article M.12.08 and be of the size shown on the drawings. Mortar for this work shall conform, as regards materials, proportions and mixing, to the mortar specified in Article M.11.04 or the Standard Specifications.

PART 3 -EXECUTION

3.01 GENERAL

Bituminous Concrete Pavement

Install bituminous concrete pavement where and to thickness and courses as shown, on an approved processed aggregate base course provided under in Section 02210.

Conform to Section 4.06 of Form 817. Where tests are required by Engineer, provide by an approved independent testing laboratory paid for by the Owner.

Compact to thickness indicated.

Sawcut and install bituminous concrete pavement over processed gravel base in repair areas as shown on the plans.

Line and Symbol Paint

Comply with manufacturer's instructions and recommendations for application.

YANTIC STREET PARKING AREA

Apply on a clean finish pavement minimum 3 weeks after completion of work. Use zone marking equipment; lines shall be carefully laid out. Edges even the true. Stripes shall be 4 inches wide for parking lines and conforming to State of Connecticut, Department of Transportation for stop bars. Conform to State code and local regulations in handicapped parking areas.

Concrete Pavement. Walks. Pads. Slabs. Ramps and Stoops

Install where shown on an approved processed aggregate base course provided in Section 02210.

Conform to applicable provisions of Article 9.21.03 of Form 817

Compact base. Moist but no standing water. Do not place concrete on frozen base.

Do not place concrete when below freezing. When 40 degrees F within 24 hours after placing concrete, bring mix to minimum of 50 degrees F.

Clean forms. True to Line. Firmly staked in place. Strong enough to resist pressure of concrete without springing. Tight enough to prevent mortar leakage. Tops at exact finished grade. Steel or wood forms are acceptable.

Spade concrete thoroughly along forms and expansion joints. Vibrate, tamp, and screed to a dense mass. Lay with expansion joints coinciding with the pattern indicated on the drawings. Pour in alternate sections (400 square feet maximum) with expansion joints between pours.

Provide 3/8 inches wide expansion joints. Form with premolded joint filler. Cut back filler 1/4 inch below finish of pavement. Provide additional expansion joints around utility structures in concrete pavements and where concrete abuts other structures.

Score joints using scoring tool minimum 12 inches long. Cut between expansion joints to complete the pattern shown on the plans. Cut while concrete is workable.

Stiff broom finish walks, using new street broom. Bristle marks shall be perpendicular to direction of traffic unless otherwise noted. Finish after concrete is placed, screened, and steel troweled to a smooth even surface. Bring sufficient mortar to the surface for the finish

1/4 inches+/- in 10 feet in any direction tolerance.

YANTIC STREET PARKING AREA

Curing

Keep surfaces covered with burlap, polyethylene, or material approved by the Engineer. Keep wet for a minimum of 72 hours, then completely remove covering.

If below 40 degrees F, maintain concrete at 50 degrees F for not less than 5 days after pouring.

Remove forms while concrete is "green". Protect from damage from construction operations. Replace and repair damaged work as directed by the Architect. No use for a minimum of 3 days after construction. Clean thoroughly all surfaces and keep clean until the completion of this Contract.

Handicap ramps to be installed as shown on the drawings and in conformance with Section 9.24.

Concrete Curb

Construct to the lines and grades and where shown on the plans and in accordance with Section 8.11.03 of DOT Form 817, except curb shall be poured monolithically with the sidewalk.

Bituminous Concrete Lip Curb

Construct to the lines and grades and where shown on the plans, in accordance with Section 8.15.03 of DOT Form 817.

END OF SECTION

SECTION 02720

STORM WATER DRAINAGE

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

1.2 DESCRIPTION OF THE WORK

- A. Storm water drainage shall include, but is not necessarily limited to the following:
 - 1. Furnish and install new storm drainage systems.
 - 2. Clean the systems at the conclusion of the work of this Contract.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Portland Cement Concrete
3000 PSI (28 day compressive strength) M.03.01 of Form 817
- B. Pre-Cast Units M.08.02-4 of Form 817
- C. Cement Concrete Blocks M.08.02-3 of Form 817
- D. Cement Concrete Bricks M.08.02-2 of Form 817
- F. Cement Mortar M.11.04 of Form 817
- G. Metal for Drainage Structures M.08.02-5 of Form 817
- H. High Density Polyethylene Pipe M.08.01.25 - (Type S)
- I. Precast Concrete Structures (Oil Water Separator)

1,000 Gallon Oil Water Separator designed for H-20 loading manufactured by Arrow Concrete Products, 203-301-5091, or approved equal. All precast structures will be bituminous coated with asphalt emulsion. Design load shall conform to H-20 Traffic with dry soil conditions.

PART 3 - EXECUTION

3.1 GENERAL

A. Catch Basins :

1. Conform to Section 5.07.03 of Form 817.
2. Wet and mortar joints in pre-cast units; wet block before laying.
3. Fill joints thoroughly with mortar; joints not to exceed 1/4 inch on inside face; point all inside joints.
4. Set castings in full mortar bed true to lines and grades necessary. Set at temporary grades to provide drainage during construction.

B. Storm Drainage Lines:

1. Shape bedding to conform to the lower 10% of the pipe; excavate recesses for bells. Pipes shall have a firm bearing throughout each length; place bell ends uphill.
2. Joints
 - A. Flexible, watertight, rubber-type gaskets. Conform to manufacturer's instructions and recommendations.
 - B. Maintain watertight stopper in pipe when pipe-laying is not in progress.
 - C. Joints for metal pipe as furnished by pipe manufacturer.

C. Installation of Structure:

1. Place bases on compacted, leveled stone bedding material with inverts at proper elevations with vertical section plumb. Precast concrete structures shall consist of the combination of sections resulting in the fewest number of joints. Plug all lift holes with non-shrink grout.
2. Follow manufacturer's installation instructions for sealing joints between sections. Point exterior joints with non-shrink grout. Remove excess joint sealant, if used, from interior joints.
3. Backfill shall be uniformly placed around all sides of the structures in layers not to exceed six inches (6") in depth. Each layer shall be thoroughly compacted using vibratory type compaction equipment. Special precautions shall be used in backfilling the structures at the junction of the walls and the

YANTIC STREET PARKING AREA

inlet and outlet pipes. The backfill under the pipe shall be thoroughly compacted to the necessary support for the pipe to prevent shearing action where the pipe enters the structure. Special care shall be exercised to prevent wedging action to the compacted soil against the completed structure.

4. After installation of piping has been completed using flexible rubber connectors per the manufacturer's recommendations, grout the annular space with a mortar mix using an acrylic liquid additive similar to "Acryl 60" as manufactured by Thoro System Products. Connection shall be virtually watertight when complete.
5. Set to final grade as shown on the Drawings, or as indicated below:
 - A. Set one-quarter inch ($1/4'' \pm$) below pavement in roadways.
 - B. Set one inch (1") below finish grade in unpaved areas and adjacent to parking areas.
 - C. Set all manhole frames and covers to grade after pavement base course has been applied.
6. Inverts shall be constructed of Type SS masonry brick to produce a smooth, semi-circular cross-section.
7. Shall be installed so that tops finish at grade as shown on the Drawings, as specified elsewhere in this Section, or as directed by the Engineer. Provisions shall be made to permit future downward adjustment of the frame and grate by providing three (3) courses of brick at the top section. Manholes, in general shall be circular in form and four (4) feet in diameter inside at the bottom, except as otherwise shown on the Drawings. Special shapes and materials may be required to meet local conditions.
8. Casting frames and covers shall be placed in the position indicated on the Drawings, or as directed by the Engineer. Bearing surfaces which are to receive the castings shall be flat. The casting shall be set in a bed of mortar and anchored to the masonry as directed by the Engineer. All units shall be firm and secure. Manhole frames and covers shall be painted after installation with two (2) coats of coat tar epoxy. Surface to be painted shall be dry and free of loose scale, rust or dirt.
9. Mortar beds for brick and manhole frames shall have a maximum thickness of one-half inch ($1/2''$). Mortar shall not be placed when ambient temperature is below fifty-five degrees Fahrenheit (55° F) unless acceptable provisions are made to prevent it from freezing. The Engineer shall determine when the provisions are "acceptable".

3.2 CLEANUP

- A. Remove accumulated debris and silt from all new drainage structures and pipes, after completion of work.
- B. Notify the Owner in writing when this work is done.

1.0 DESCRIPTION OF THE WORK

The work and materials required by this Section consists of the furnishing of all plant, labor, equipment and materials and in performing all operations in connection with providing and maintaining in an acceptable condition, the various erosion and sediment control devices specified below in accordance with these Specifications and as directed by the Owner.

The Contractor shall furnish all equipment, labor, materials and related work necessary for the proper execution of the intent of this Section. The Contractor shall operate and maintain and provide means and devices necessary to minimize, to the greatest extent possible, erosion within the work area of this Contract and to prevent the entrance of any silt laden runoff from the work areas into any standing or moving bodies of water on or adjacent to the Work.

2.0 MATERIALS

Filter fabric fence shall conform to the requirements of the Form 817, Section 7.55.02.

Hay bales shall conform to the requirements of Form 817, Article 2.18.02.

3.0 CONSTRUCTION METHODS

All sediment and erosion control devices shall be properly installed, in a manner acceptable to the Owner, as necessary to minimize erosion within the work area of this contract and to prevent the entrance of any silt laden runoff from the work areas into any standing or moving bodies of water on or adjacent to the work, or as directed by the Owner.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

The Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

1.2 DESCRIPTION OF THE WORK

Site improvements shall include, but is not necessarily limited to the following:

Handicapped parking signs.

Miscellaneous cast-in-place concrete.

1.3 RELATED WORK SPECIFIED ELSEWHERE

Section 02000: Site General Conditions

Section 02210: Site Earthwork

1.4 EXISTING CONDITIONS

Beginning work means acceptance of existing conditions.

1.5 SUBMITTALS

Traffic and Handicapped Signs: Shop drawings and sign samples for review. Material certifications for metals.

PART2-PRODUCTS

2.01 GENERAL

Cast-In-Place Concrete: 3,000 psi (Min. 28-day compressive strength) Item M.03.01 of Form 817 and Section 02510.

Steel Pipe: M.10.05.02 of Form 817.

Traffic & Handicapped Parking Signs: Aluminum, blue and white painted finish. Include international handicapped symbol and statement "Handicapped Parking, State Permit Required," 10 inches x, 14 inches. Comply with all State and local regulations.

YANTIC STREET PARKING AREA

Manufactured by Sign Stop, 1260 Main Street, East Hartford, CT 06108 or equal approved by the Engineer.

PART 3 - EXECUTION

Signs:

Install signs as indicated on the plans.

END OF SECTION

SECTION 02900 - LAWNS

PART 1 -GENERAL

RELATED DOCUMENTS

The Drawings and general provisions of the Contract, include General Conditions, apply to this Section.

DESCRIPTION OF WORK

The purpose of providing this work is for the stabilization of all disturbed areas for lawns and erosion control. Seeding shall include, but is not necessarily limited to, the following:

Prepare and seed the topsoiled areas and establish a stand of grass to stabilize all disturbed areas, acceptable to the Engineer.

Prepare and install sod in areas called for on the drawings.

Maintain areas until acceptance.

SPECIAL REQUIREMENT

During seeding operations, protect adjacent areas and restore any areas disturbed at the Engineer direction.

DELIVERY, STORAGE, AND HANDLING

Deliver seed in original containers showing guaranteed analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, and location of packaging. Damaged packages are not acceptable.

PART 2 - PRODUCTS

GENERAL

Seed:

As specified on drawings.

Germination and purity minimum shall meet current standards of the Association of Official Seed Analysis.

Water: Potable

Mulch: M.13 of Form 817.

Erosion Preventative: M.13.06 of Form 817.

PART 3 - EXECUTION

GENERAL

Rates of Product Application

Topsoil: Test by a commercial or government agency approved by the Engineer. Quantities of lime, fertilizer, and other amendments shall be as recommended. Each source of borrow topsoil shall have a separate test.

Material: As specified on drawings.

Grass Construction

Preparation

Loosen topsoil to a depth of 4 inches by scarifying or other disking methods. Obtain a loose friable soil.

Remove any weeds and debris and stones having any dimension greater than 1 inch.

Surface shall be approved by Engineer before seeding.

Hydraulic Seeding

Mix materials with water. Keep in an agitated state so that the materials are uniformly suspended in the water.

Spraying equipment shall be so designed that when the solutions are sprayed over an area, the resulting deposits of lime, fertilizer, grass seed, and mulch shall be equal, in quantity to those specified.

Before commencing work, submit to the Engineer a certified statement of the quantities of materials per 100 gallons of water, and the area that this quantity can cover.

Mechanical Seeding

Apply lime and fertilizer evenly at rates determined by topsoil test results and thoroughly incorporate into the upper 4 inches of topsoil.

Rake finish surface smooth.

Sow seed applying half the quantity in one direction and the remaining quantity at right angles to it. Do not sow seed on a windy day, or when the ground is frozen, wet, or otherwise non-tillable. See D) for rates of application.

Cover seed with a thin layer of topsoil by raking or dragging.

Roll with a hand roller not heavier than 300 lbs.

Maintain a moist seed bed at all times. Water seed bed so that the topsoil is wet to a depth of 2 inches. Apply one complete coverage to the seeded area in an 8 hour period.

Protect the seed bed with barricades, where necessary. to keep all traffic off the area.

After the grass has appeared, reseed all areas which have failed to show a uniform stand of grass.

Clean-Up

Dispose of off-site, excess materials and debris resulting from seeding work.

Leave work area clean and neat upon completion of the work.

Maintenance

Period Required: Immediately after seeding and continue until acceptance as defined in E.

Perform all reseeding, watering, mowing, weeding and rolling, insect or disease control, refertilizing, and repair of washouts which are necessary.

Water minimum 3 times per week so that the depth of moisture is minimum 4 inches.

When average height of grass becomes 3 1/2 inches, mow to the height of 2 1/2 inches. Remove heavy clippings, minimum 2 mowings.

YANTIC STREET PARKING AREA

Inspection and Acceptance

Submit written notice requesting inspection by the Engineer at least 10 days prior to the anticipated date.

No grass area will be inspected for acceptance: prior to the completion of this Contract; minimum 30 days from date of seeding prior to the completion of 2 mowings.

An acceptable seeded grass area shall consist of an uniform stand of at least 60% established permanent grass species, with a uniform count of at least 100 plants per square foot.

Engineer will be the judge of acceptance.

Unacceptable seeded areas shall be reconstructed under the direction of the Engineer.

END OF SECTION

PART 1 -GENERAL1.01 DESCRIPTION

Where called for on the plans or directed by the Owner, the Contractor shall place Riprap in conformity with the type and compacted thickness shown on the plans.

2.01 PRODUCTS

Subgrade shall conform to the requirements of SECTION 2.09.03 of the Standard Specifications. Stone for Riprap shall conform to the requirements of SECTION M.12.02. Filter fabric shall conform to the requirements of SECTION M.08.01-26 of the Standard Specifications.

3.01 EXECUTION

Subgrade shall be accurately shaped prior to placing of riprap in accordance with construction methods detailed in SECTION 2.09.03 of the Standard Specifications.

Riprap shall be placed in accordance with construction methods specified in SECTION 7.03.03 of the Standard Specifications

Filter fabric shall be placed in accordance with construction methods specified in SECTION 7.55.03 of the Standard Specifications.

SECTION 90700CONCRETE BLOCK RETAINING WALLPART I -GENERAL1.01 DESCRIPTION

The work under this Section shall be the construction of concrete block retaining walls in conformance with these specifications to the dimensions and details as shown on the Contract Drawings at the locations directed by the Owner.

PART 2 - PRODUCTS2.1 GENERAL

Materials for this work shall conform to the requirements of Article M.11.02 of the Standard Specifications.

2.2 CONCRETE BLOCK UNITS

- A. Concrete block units shall be machine formed, Portland Cement concrete blocks specifically designed for retaining wall applications.
- B. Concrete block units shall be of the Manufacturer's standard colors. Contractor shall provide manufacturers color submittal a minimum of 2 weeks prior to construction for the Owners approval.
- C. Finish of concrete block units shall be split face.
- D. Concrete block unit faces shall be of straight geometry.
- E. Concrete unit heights shall be six inches.
- F. Concrete block units (not including aggregate fill in unit voids) shall provide a minimum weight of 105 psf wall face area.
- I. Concrete block units shall be solid through the full depth of the unit.
- J. Concrete block units shall have a depth (front face to rear) to height ratio of 2:1, minimum.
- K. Concrete Block units shall be interlocked with connection pins or integral shear key, which provide a $\frac{3}{4}$ inch setback from the unit below.
- L. Concrete block units shall be capable of being erected with the horizontal gap between adjacent units not exceeding $\frac{1}{8}$ inches.
- M. Concrete block units shall be capable of providing overlap of units on each successive course of a corner so that walls meeting at corner are interlocked and continuous.
- N. Concrete block units shall be sound and free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength or permanence of the structure. Cracking or excessive chipping may be grounds for rejection. Units showing cracks longer than $\frac{1}{2}$ " shall not be used within the wall. Units showing chips visible at a distance of 30 feet from the wall shall not be used within the wall.

YANTIC STREET PARKING AREA

- O. Concrete used to manufacture concrete block units shall have a minimum 28 days compressive strength of 3,000 psi and a maximum moisture absorption rate, by weight, of 8% as determined in accordance with ASTM C140. Compressive strength test specimens shall conform to the saw-cut coupon provisions of ASTM C140.
- P. Concrete block units' molded dimensions shall not differ more than $\pm 1/8$ inch from that specified, in accordance with ASTM C1372.

Concrete Block Retaining Wall Units shall be Versa-Lok Standard System Units as manufactured by Versa-Lok Retaining Wall Systems, Unilock Concord Wall System or approved equal.

Concrete Block Retaining Wall Unit Connection Pins

- A. Concrete block units shall be interlocked with snap-off connection pins, 6.8 inches in height, with a section which can snap-off, yielding a 4.6 inch high pin. The pins shall consist of glass-reinforced nylon made for the expressed use with the Concrete block units supplied.

Leveling Pad

- A. Material for leveling pad shall conform to the requirements of Article M.02.01 of the standard specifications and shall be a minimum of 6 inches in depth. Lean concrete with strength of 200-300 psi and three inches thick maximum may also be used as a leveling pad material. The leveling pad should extend laterally at least a distance of 6 inches from the toe and heel of the lowermost concrete block unit.

Drainage Aggregate

- A. Drainage aggregate shall be angular, clean stone or granular fill conforming to the gradation table for 3/4 inch crushed stone as specified in Article M.01.01 of the Standard Specification.

Drainage Pipe

- A. The drainage collection pipe shall be a perforated or slotted PVC, or corrugated HDPE pipe. The drainage pipe may be wrapped with a geotextile to function as a filter.
- B. Drainage pipe shall be manufactured in accordance with ASTM D 3034 and/or ASTM D 1248.

3.0 CONSTRUCTION METHODS

Concrete block retaining walls shall be installed in accordance with the details and at the locations indicated on the Contract Drawings or as directed by the Owner.

Installation shall conform to the specifications as described by the manufacturer.

4.0 MEASUREMENT AND PAYMENT

This work shall be measured for payment by the square feet of retaining wall accepted and measured in place along the front face of the retaining wall prior to backfilling.

This work will be paid for at the contract unit price per square feet for retaining walls complete in place, which price shall include all materials including geogrid reinforcing, perforated drain pipe and outlets, backfill material equipment, tools and labor incidental thereto.

Any saw cutting, matching and reconstruction of the existing retaining walls shall be paid for under this item.

PART 1 - GENERAL

1.01 DESCRIPTION OF THE WORK

The work under this section shall consist of furnishing and installing woven wire fencing and gates of the type and height specified and supported by metal posts erected where indicated on the plans or as ordered and in accordance with these specifications.

2.01 PRODUCTS

The materials for this work shall meet the requirements of M.10.05 of the Standard Specifications for Polyvinyl chloride-coated steel fabric. Posts and hardware shall be galvanized steel to M.10.05. The color of the fence shall be Black.

3.01 - EXECUTION

Construction Methods shall be in accordance with Section 9.13.03 of the Standard Specifications

END OF SECTION

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
PROJECT SIGN**

8'-0"

4'-0"



YANTIC STREET PARKING AREA



CITY OF NORWICH

Constructed in cooperation with the

STATE OF CONNECTICUT
NED LAMONT, GOVERNOR

Department of Economic and Community Development
David Lehman, Commissioner

and the
City of Norwich
John L. Salomone, City Manager

Name of Architect

Contractor

Name of General

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

TYPEFACE: HELVETICA MEDIUM

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

STATE SEAL & DECD LOGO: ATTACHED

Section 5

Bid Forms

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

(Revised 09/3/15)

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

According to **Section 46a-68j-30(9)** of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in **Section 4a-60** of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of **Section 32-9n.**” “Minority” groups are defined in **Section 32-9n** of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by **Section 4a-60g** of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of **Section 46a-68j-21(11)** of the Contract Compliance Regulations.

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

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

PART 1 – Bidder Information

<p>Company Name: Street Address: City & State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/></p> <p>American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/></p> <p>Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>-Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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City of Norwich

100 Broadway
Norwich, CT 06360

Phone: (860)823-3700
Fax: (860)885-2131
Website: <http://www.norwichct.org>

CODE OF ETHICS ACKNOWLEDGEMENT FORM

I HEREBY ACKNOWLEDGE that I have received and read the following documents:

- City of Norwich Code of Ordinances, CHAPTER 2, ARTICLE IV. – CODE OF ETHICS, Section 2-51. to Section 2-56.
- City of Norwich Code of Ordinances, CHAPTER 7, ARTICLE II. – PURCHASES, SALES AND CONTRACTS, Section 7-53. – Conflict of Interests

I Acknowledge that as a City Official, consultant or other party doing business with the City, my conduct must conform to the ethical requirements specified in the City of Norwich Code of Ordinances.

I FURTHER ACKNOWLEDGE that I have an obligation to notify the City if I become aware of a conflict and that the Ethics Commission is available to render advisory opinions concerning potential conflicts of interest.

If you hold an elected or appointed position with the City of Norwich, please complete this section:

Name: _____ Phone Number: _____

Elected or Appointed Position: _____ E-Mail Address: _____

Address: _____

Date: _____ Signature: _____

If you are a vendor, supplier or consultant to the City of Norwich, please complete this section:

Name: _____ Phone Number: _____

Elected or Appointed Position: _____ E-Mail Address: _____

Company Name: _____

Address: _____

Date: _____ Signature: _____



CONTRACTOR SITE VISIT VERIFICATION FORM
(This form must be submitted with your bid)

Bid No. 7633
Yantic Street Parking Area

Bidder's Name: _____

Bidder's Address: _____

I ATTEST that an individual named _____ representing
the above named Bidder visited and field walked the site of the above referenced project on
_____ and the above named Bidder has familiarized itself with the existing conditions.
(Date)

By: _____
(Signature)

Title: _____

(Printed)

Date: _____

**CITY OF NORWICH
NORWICH, CONNECTICUT**

**BID FORM
Bid No. 7633
Yantic Street Parking Area**

To: City of Norwich
City Hall
100 Broadway
Norwich, CT 06360

From: _____

The undersigned, having familiarized (herself, himself, themselves) with the existing conditions on the project site affecting the cost of the work, and with the contract documents for the in Norwich, CT and hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services and anything else necessary to perform and complete this project, all in accordance with the contract documents at and for the unit prices for the following work items:

ITEM NO.	DESCRIPTION	LUMP SUM
02000	Site Preparation Lump Sum in Words: _____ _____	\$ _____
02210	Site Earthwork Lump Sum in Words: _____ _____	\$ _____
02510	Paving, Sidewalks and Curbs Lump Sum in Words: _____ _____	\$ _____
02720	Bio Retention Pond & Swales Lump Sum in Words: _____ _____	\$ _____
02770	Sedimentation & Erosion Control Lump Sum in Words: _____ _____	\$ _____

ITEM NO.	DESCRIPTION	LUMP SUM
02800	Site Improvements Lump Sum in Words: _____ _____	\$ _____
02900	Lawns Lump Sum in Words: _____ _____	\$ _____
50700	Riprap Lump Sum in Words: _____ _____	\$ _____
90700	Concrete Block Retaining Wall Lump Sum in Words: _____ _____	\$ _____
91300	Chain Link Fence Lump Sum in Words: _____ _____	\$ _____
	GRAND TOTAL Grand Total in Words: _____ _____	\$ _____

If the contractor should choose to employ manufacturers or suppliers other than those listed on the drawings and specifications, it shall submit a list of said suppliers as part of this proposal. If no list is included in the proposal, it shall be concluded by the City that the Contractor will use only those suppliers listed on the drawings. An "or equal" supplier shall be included in the submitted list.

Wherever in the plans and specifications an item of equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an equivalent product may be substituted by the bidder or Contractor under the conditions as stated above.

The undersigned agrees, if award the Contract, to execute and complete the work within the time specified in the Instructions to Bidders.

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Enclosed is the Bidder's Bond, Bank Check, Cashier's Check or Certified Check No _____ in the amount of five percent (5%) of the Bid.

The undersigned accepts the terms, conditions and requirements stated in the Owner's Invitation to Bid and contract documents. The undersigned proposes to all labor, supervision, equipment, tools and incidentals in accordance with the specifications.

The undersigned has carefully checked all the figures on the **Bid Items** form and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Bidder understands that the City of Norwich reserves the right to reject any or all bids, in whole or in part, and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of Bids.

Respectfully submitted:

Name and Title (in cursive)

Name and Title (printed)

(Seal – if bid is by a corporation)

Business Address

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
(Name and Address)

_____ As PRINCIPAL, and _____
(Name and Address)

_____ a corporation duly organized under the laws of the
State of _____ as SURETY are held and firmly bound unto the City of
Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called the "OWNER", in the sum of _____
Dollars (\$ _____) lawful
money of the United States, for the payment of which sum well and truly to be made, the said
Principal and Surety, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by theses Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
Accompanying Bid, dated _____, 20____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified
therein, after the opening of same, or, if no period be specified, within ninety (90) days after
the said opening, and shall within such time period as agreed to by the Owner and the
Contractor, enter into a contract with the Owner in accordance with the Bid, as accepted, and
give bond with good and sufficient surety or sureties , as may be required, for the faithful
performance and proper fulfillment of such Contract; or in the event of the withdrawal of said
Bid within the period specified, or the failure to enter into such Contract and give such bond
within the time agreed to, the Principal shall pay the Owner the difference between the
amount specified in said Bid and the Amount for which the Owner may procure the required
work or supplies or both, if the latter be in excess of the former, then the above obligation shall
be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative, pursuant to authority of its governing body. In presence of:

_____	_____
(Witness)	(Principal) (Seal)
_____	_____
	(Title)

_____	_____
(Witness)	(Surety) (Seal)
_____	_____
	(Title)

Attorney in Fact, State of _____, Power of Attorney for the person signing for the Surety Company must be attached to the Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Of the Corporation named as Principal within the bond; that _____
Who signed the said bond on behalf of the Principal was then the _____
Of said corporation; that I know his signature, and his signature attached thereto is genuine;
and that said bond was duly signed, sealed and attested to for and in behalf of said corporation
by authority of this governing body.

Affix
Corporate
Seal

Title

Include this form with your response to the IFB

NON-COLLUSION AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(Individual's Name)

1. He/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

herein after referred to as the "Bidder" that has submitted the attached bid;

2. He/she is fully informed respecting the preparation and content of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid, in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission expires on _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) SS.

_____ being first duly sworn ,
deposes and says that:

- (1) He is _____ of _____ herein referred to as the "Subcontractor" ;
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in Norwich, Connecticut ;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20 _____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this project _____

14. List the background and experience of the principal members of your organization, including officers _____

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available \$ _____

17. Give Bank reference _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____

(Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____
_____ of _____

_____, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____, 20

(Notary Public)

My Commission expires _____

(This form must be printed on your firm's letterhead)

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT POLICY STATEMENT

XYZ Company will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, (unless such disability, even with reasonable accommodation, prevents the applicant from being able to perform the work involved), or in any manner prohibited by the laws of the United States or of the State of Connecticut¹. Further, **XYZ Company** will not retaliate against or condone retaliation against any person or group of persons who oppose actions, treatment or conduct that they believe to be discriminatory.

As an Equal Opportunity Employer, it is the policy and practice of **XYZ Company** to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in areas including but not limited to recruiting, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation or any other terms and conditions of employment on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, unless such disability prevents performance of the work involved.

XYZ Company shall take affirmative action to insure that applicants with job-related qualifications are employed and to insure 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, 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. If an individual has a disability for which a reasonable accommodation is requested, **XYZ Company** will engage in an interactive process with the individual/representative to determine the individual's needs and accommodation.

(If **XYZ Company** is a union contractor) **XYZ Company** assures that each labor union or representative of its workers has been provided with a copy of this statement and has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and has been informed of **XYZ Company's** obligations to comply with state and federal law.

XYZ Company also assures that each of its vendors has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and of **XYZ Company's** obligations to comply with state and federal law.

XYZ Company will implement, monitor and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations and executive orders. In order to implement our Affirmative Action/Equal Opportunity Employment Program, **XYZ Company** will develop written strategies and plans designated to correct any deficiencies identified. Furthermore, this policy statement, as well as the posters regarding Labor and

Discrimination Laws, shall be posted and otherwise made known to all workers in the company's home office, each satellite office, and at each job site.

Management and supervisory staff will be advised of their responsibilities to ensure the success of this program. Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the (Insert **Head of Company's Name and Official Title**). The day-to-day duties for the plan will be coordinated by (Insert the name of the company's **Affirmative Action/Equal Opportunity Employment Officer**), who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for **XYZ Company**.

¹ If XYZ Company is a firm located in Connecticut and this EEO policy statement is the Company's only EEO policy statement, the company should include all of the covered statuses protected by Connecticut's employment law (e.g.: learning disability and genetic information) to avoid any confusion of employees' protections against discrimination.

I have expressly advised (Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer) of his/her legal responsibilities as XYZ Company's Affirmative Action/Equal Opportunity Employment Officer pursuant to the Connecticut State Agency Contract Compliance Regulations Section 46a-68j-27(4).

This Affirmative Action Plan has my total support and XYZ Company pledges its best good faith efforts to achieve the objectives of this Affirmative Action Plan. I expect each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Date

(Signature)

Printed Name and Printed Title of Person Signing

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No () If answer is yes, identify the most recent contract.
2. Compliance reports were required to be filed in connection with such contract or subcontract
Yes () No () If answer is yes, identify the most recent contract.
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
Yes () No () Not Required ()
4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____
