

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Janet DelGreco Olson

Contract Specialist

(860)713-5079

Telephone Number

CONTRACT AWARD NO.:

12PSX0250

Contract Award Date:

4 October 2012

Bid Due Date:

18 September 2012

SUPPLEMENT DATE:

6 February 2013

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: **Concrete Catch Basin Top, Reducers, Risers, Slabs, Sumps, Traffic Pedestal Bases, Traffic Controller Bases, Boundary and Baseline Survey Monuments with Metal Discs and Handholes**

FOR: The Department of Transportation, All Using State of Connecticut Agencies and Political Subdivisions of the State of Connecticut

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
January 1, 2013 through December 31, 2014

AGENCY REQUISITION NUMBER: 0000070088

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

CONTRACTOR INFORMATION:

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

Company Name: **United Concrete Products, Inc.**

Company Address: **173 Church Street, Yalesville CT 06492**

Tel. No.: **203 269-3119**

Fax No.: **203 265-4941**

Contact Person: **Christian Moore**

Delivery: **7 days ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: jgavin@unitedconcrete.com cmoore@unitedconcrete.com

www.unitedconcrete.com

Remittance Address: **N/A**

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Net 45 Days**

DOT ID #244197

NOTE: Supplement #1 has been issued to Contract Award #12PSX0250 to correct Exhibit B, Price Schedule. Refer to Exhibit B, Price Schedule, Supplement #1 when utilizing this Contract. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET L. DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT AWARD
SP-38 Rev. 4/26/12
Prev. Rev. 4/08

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Janet DelGreco Olson
Contract Specialist

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CONTRACT AWARD NO.:

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FOR: The Connecticut Department of Transportation, All
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TERM OF CONTRACT:

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AGENCY REQUISITION NUMBER: 0000070088

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$900,000.00 (est.)	\$00.00	\$00.00	\$900,000.00 (est.)

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Company Address: **173 Church Street, Yalesville CT 06492**

Tel. No.: **203 269-3119**

Fax No.: **203 265-4941**

Contract Value: **\$900,000.00 (est.)**

Delivery: **7 days ARO**

Contact Person: **Christian Moore**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: jgavin@unitedconcrete.com cmoore@unitedconcrete.com

www.unitedconcrete.com

Remittance Address: **N/A**

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Net 45 Days**

DOT ID #244197

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT

12PSX0250

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

[United Concrete Products, Inc.](#)

Awarded Contractor

FOR THE PURCHASE AND SALE OF

**CONCRETE CATCH BASIN TOP, REDUCERS, RISERS, SLABS, SUMPS,
TRAFFIC PEDISTAL BASES, TRAFFIC CONTROLLER BASES,
BOUNDARY AND BASELINE SURVEY MONUMENTS WITH METAL
DISCS AND HANDHOLES**

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This Contract (the "Contract") is made as of the contract award date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Janet DeIGreco Olson, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Bid: A Bidder's submittal in response to an Invitation to Bid.
 - (b) Bidder: A person or entity submitting a competitive Bid in response to an Invitation to Bid.
 - (c) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - (d) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (e) Client Agency: Department of Transportation, All Using State Agencies, and Political Subdivisions
 - (f) Confidential Information: This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a

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client's financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted". Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

- (g) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (h) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
- (i) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (j) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (k) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (l) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (m) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in the specifications.
- (n) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.
- (o) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (p) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to,

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documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

- (q) **Services:** The performance of labor or work, as specified in the Invitation to Bid.
 - (r) **State:** The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (s) **Termination:** An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (t) **Title:** all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from **January 1, 2013** through **December 31, 2014**. The State may extend this Contract in its sole discretion, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) **Price Schedule:** Price Schedule under this Contract is set forth in Exhibit B.
 - (b) **Payment Terms and Billing:** Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
 - (d) **Price Adjustments:** No price increases are allowed under this Contract.

The parties may agree to a price reduction in the Bid price for any part or all goods or services after the Contractor begins to perform.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by

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written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State’s sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market

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Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

7. Contract Amendments.

Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.

8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.

9. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in

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completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

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12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States

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District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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

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

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

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- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Bid.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes

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of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

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- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

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- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat.

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§ 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or

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

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

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

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

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

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of

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

33. Tangible Personal Property.

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

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

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

If to DAS:

State of Connecticut Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106
Attention: Janet DeIGreco Olson

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

(a) Reserved

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

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

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and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

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

(e) Reserved

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

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

(h) Reserved

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

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

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

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

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

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

Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
42. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) All audits and inspections shall be at the State's expense.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

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

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protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

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

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

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

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

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53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
55. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.
56. Campaign Contribution Restriction. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C [SEEC Form 11].
57. Health Care Portability and Accountability Act.
- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
 - (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - (c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
 - (e) The Contractor or Contractor Parties is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
 - (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions. For the purposes of this Section of the Contract:

- (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).
- (2) "Business Associate" shall mean the or Contractor or Contractor Parties.
- (3) "Covered Entity" shall mean the Client Agency.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section

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13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

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2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

(E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) **General Use and Disclosure Provisions** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) **Specific Use and Disclosure Provisions.**

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed

to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate

regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor

Contract # 12PSX0250

Contract Document

SP-50 Rev. 6/11/2012

Prev. Rev. 4/26/2011

shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

59. Financial Audit for State Grants.

This paragraph was intentionally left blank.

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

Scope

Contractor shall supply, as needed, Concrete Catch Basin Tops, Reducers, Risers, slabs, Sumps, Traffic Pedestal Bases, Traffic Controller Bases, Boundary and Baseline Survey Monuments with Metal Discs and Hand holes per the terms of Contract.

Mandatory Extension to State Entities

Contractor shall offer and extend Contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes Contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

Motor Carrier Safety Review

If the performance of the Contract requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, or other motor vehicle with a gross vehicle weight rating (GVWR) of 18,000 pounds or more, each Contractor shall be the subject of an evaluation, conducted by the Connecticut Department of Motor Vehicles (CTDMV) of its motor carrier safety fitness. The primary factor in the evaluation is the current SAFESTAT score, calculated by the U.S. Federal Motor Carrier Safety Administration (FMCSA) in accordance with the provisions of Title 49, Section 385.1, et seq., of the Code of Federal Regulations.

To be deemed qualified; Contractor shall have an overall SAFESTAT category rating of "D" or better, on the date of evaluation. In addition, Contractor's driver and vehicle out-of-service rates shall be consulted. The rates are determined by the number of out-of-service violations cited to the motor carrier in the course of all official, reported vehicle and/or driver inspections conducted during the preceding thirty (30) months. To be deemed qualified, Contractor shall not have either a vehicle or driver out-of-service rate, by percentage of out-of-service violations per the total number of inspections reported, that is more than twice the national average. In addition Contractor

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

shall have a current federal safety management practices rating of "Satisfactory," as defined in 49 CFR section 385.3, as amended.

Further information concerning the motor carrier safety evaluation, to which a Contractor is subject, may be obtained from CTDMV, at:

<http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206&dmvPNavCtr=#49068>.

All official inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website, at:

<http://www.ai.volpe.dot.gov/>.

Emergency Standby for Goods and/or Services

In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or contract expiration, but which are expected to be temporary in nature, DAS and/or the Client Agency reserves the right to request the goods and/or services called for in Contract from Contractor. Contractor shall make best effort to provide goods and/or services at the time and in the manner specified by DAS and/or the Client Agency. From the time a request for goods and/or services is made Contractor shall acknowledge the request within two (2) hours. If Contractor is unable to respond or provide the goods and/or services requested, DAS and/or the Client Agency reserves the right to procure said good and/or services from another source. Contractors called upon to perform under emergency circumstances shall supply goods and/or services in a timely manner such that time is of the essence.

Contractors shall offer the DAS and/or Client Agency first priority for goods and/or services, which are unknown at this time, but which may be required during an actual emergency, from its regular sources of supply at the rates set forth in Exhibit B of Contract.

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

P-Card

Purchases for all state agencies that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued from Contract using the MasterCard. Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. Contractor shall only charge to the State's MasterCard upon delivery of goods or rendering of services.

Contractor shall capture and provide to their Merchant Bank, Level 3 reporting at the line item level for all orders placed by State purchasing cards.

DELIVERY

When delivery is requested, precast concrete units shall be unloaded by Contractor at the point of destination with their own forces and equipment. Contractors receiving purchase orders may be required to delivery units within seven (7) working days after receipt of order, unless otherwise directed.

Subcontractors

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

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

PRECAST REINFORCED CONCRETE UNITS

Issued February 18, 1959
Revised October 27, 1995
Revised April 25, 2007

Description: The following precast units shall be included in Contract:

- ✓ Traffic Control Foundation Pedestals and Controller Bases
- ✓ Handhole and handhole Bank Adapters
- ✓ Boundary and Base Line Survey Monuments with Metal Discs
- ✓ Catch Basin Tops, Reducers, Risers, Slabs and Sumps

Construction and Materials: Contractors are cautioned to examine the drawings carefully as specifications and details have changed from previous contracts.

FORM 816

FORM 816 is ConnDOT's "Standard Specifications for Roads, Bridges and Incidental Construction". Work shall be in accordance with FORM 816 including all supplements and other applicable standards. Copies of these Standard Specifications, FORM 816 may be purchased from:

State of Connecticut
Connecticut Department of Transportation
Manager of Contracts
PO Box 317546
2800 Berlin Turnpike
Newington CT 06131-7546

The price is twenty dollars (\$20.00) if the FORM 816 is mailed and sixteen dollars (\$16.00) if the FORM 816 is picked up. Checks shall be made out to: Treasurer - State of Connecticut.

OR

You may go to the following:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=455784>

The units noted above shall conform to the requirements set forth in FORM 816, Section 5.07, 10.02, 10.10 and Material Sections M.03 and M.08.02 including the details provided in Contract and the following:

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

1. Metal discs for Standard Boundary, Boundary and Base Line, Survey Monuments shall be constructed as shown on the details provided and shall be boundary, control point, base line or geodetic survey discs as required.
 - a. The material for metal discs shall conform to the requirements of ASTM B 584 for Leaded Red Brass, Copper Alloy, and UNS No. C 83600. The finished discs shall be free from defects such as blowholes, excessive porosity, inequalities, characters of improper depth, and incomplete or sharp edges. Edges shall be square with the lower surface. The upper surface of the discs shall be finished by grinding to sharpen the appearance of the characters, which shall not be appreciably lessened in depth by the grinding, nor shall the grinding be too coarse in texture.
 - b. The letters shall be no less than 1/32 of an inch in depth and shall be positioned as shown on the details provided.
 - c. Discs shall be cast in concrete with the prongs spread slightly to prevent their withdrawal from the concrete. The surface of the disc shall be free from indentations other than the lettering.

Manufacturer

The manufacturing plant, and equipment, the quality of the materials and the process of manufacture shall be inspected and approved by ConnDOT. Current practices of ConnDOT shall be employed in evaluation the manufacturing equipment and process.

The units shall be cast in substantial permanent form so all dimensions of a casing shall not vary more than ¼ inch over or under the specified dimension, so that the frame for the inlet grate is in the desired position in the completed unit. Suitable provisions shall be made in précising the units for convenient handling of the completed casting, and additional reinforcement steel shall be provided to allow for such handling in the casting yard and during transportation and placing. Each completed unit shall be identified with the manufacturer's name or trademark and the date of manufacture, either by casting this information into an exposed face of the unit or by suitable stencil. Forms shall not be removed prior to twenty-four (24) hours after placing of concrete without permission of ConnDOT. The precast units shall be cured in accordance with any of the methods specified in AASHTO M 170 or ASTM C 76

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

except that liquid membrane-forming compounds shall not be used for curing the precast tops of catch basins or drop inlets.

Upon completion of the curing, all surfaces of the top units of catch basins and drop inlets shall be given an application of protective compound material, conforming to Standard Specifications Article M.03.01-11, at the rate of 0.04 gallons per square yard.

For each day's production of precast units, the manufacturer shall mold, cure and test one (1) set of four (4) standard cylinders or cylinders compacted in a similar manner to the parent precast units. Concrete used in molding the cylinders shall be representative of the concrete incorporated into the precast units during the production period. Cylinders shall be molded in accordance with AASHTO T 23, cured by the same method as the units they represent, and tested as prescribed in AASHTO T 22. A compression test shall be performed on two (2) cylinders, seven (7) days after casting. If the average compressive strength is not less than 4,000 psi and no individual cylinder is less than 3,600 psi, the precast units represented by these cylinders shall be accepted for use at seven (7) days of age.

If the strength is not met in the first test, a second test shall be performed on one (1) cylinder at fourteen (14) days; and provide the minimum strength at 4,000 psi is achieved, the units shall be acceptable for use as of that date. Should the second test fail, a third compression test shall be performed on the fourth cylinder at twenty-eight (28) days after casting; and the units shall be acceptable for use at that time if the minimum strength requirement is met. If the strength requirements are not met in the twenty-eight (28) day test, all precast units of the production period shall be rejected.

In lieu of cylinders, the manufacturer may, with the permission of ConnDOT, perform compression tests on 4 inch cores drilled from the walls of appropriate precast units to determine the compressive strength of the concrete. Cores shall be obtained and tested in accordance with AASHTO T 24.

The manufacturer shall determine the air content of the concrete used in the day's production of precast units by performing tests as prescribed in AASHTO T 152 on representative samples. The concrete shall contain 4 to 7 percent entrained air.

The equipment and personnel necessary to perform the required testing shall be furnished by the manufacturer and approved by ConnDOT. All testing equipment shall be calibrated at least once each twelve (12) months or as

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

directed by ConnDOT Engineer. The manufacturer shall maintain records relative to the production, testing, and shipment of precast units supplied to ConnDOT, and these records shall be available to a representative of ConnDOT upon his request.

ConnDOT shall accept precast concrete units on the basis of MAT 314 (PC-1) "Certification of Precast Concrete Products." Two (2) copies of this certification shall be forwarded with the shipment to the ConnDOT representative at the delivery site; the third copy shall be retained by the manufacturer for his records.

Finished precast units shall be subject to inspection by ConnDOT personnel. Precast units that are cracked, show evidence of honeycomb, or have over 10 percent of their surface area patched, shall be subject to rejection, even though meeting other requirements.

When requested, the manufacturer shall furnish and deliver free of any charge, a complete unit for coring and absorption test purposes. A maximum of two (2) such units per year shall be requested except that for each failure in the test, an additional unit shall be furnished.

Dimensions

For dimensions of these units, refer to the details provided.

Details

Should the drawings and/or specifications appear contradictory in any particulars, or should there be apparent errors in either, Contractor shall refer the matter to ConnDOT for explanation or correction and shall abide by ConnDOT's decision.

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

REV. 2/10/12
Page no (ex. 1 of 2)

Item #1010002A - HANDHOLE

Description: This item shall consist of furnishing and installing a precast polymer concrete handhole at the location and to the dimensions and details shown on the plans, or as directed by ConnDOT Engineer and in accordance with this specification.

Materials: The Precast Polymer Concrete Handhole shall be fabricated from polymer concrete using selectively graded aggregates in combination with polymer resin. The pre-cast polymer concrete shall be reinforced with woven sheet fiberglass. The polymer concrete shall be corrosion resistant and impact resistant as tested per ASTM D-2444. The polymer concrete handhole shall meet or exceed the test provisions of ANSI/SCTE 77 2007 and shall be UL listed to the ANSI Tier 22.

The Precast Polymer Concrete Handhole shall be Quazite model No. PG2436BB36 or approved equal.

The handhole shall be 36" deep with approximate inside dimensions of 22" x 34". The handole shall have an open bottom with one 6" x 8" mouse hole at each 24" end, and four 4" knockouts on each 36" side.

Cover shall be polymer concrete, one piece, with pull slots and stainless steel hex head hold-down bolts/washers (3/8" - 16 UNC). The cover shall have a cast logo which shall read: "LIGHTING". The cover shall have a skid resistant surface and be rated for ANSI Tier 15. Cover shall be Quazite model No. PG2436HA29 or equal.

The color shall be "cement gray".

Construction Methods: The Precast Polymer Concrete Handhole shall be installed at the location as indicated on the plans, in accordance with Section 10.10.03.

Method of Measurement: This work shall be measured for payment by the number of Precast Polymer Concrete Handholes installed, complete and accepted.

EXHIBIT A

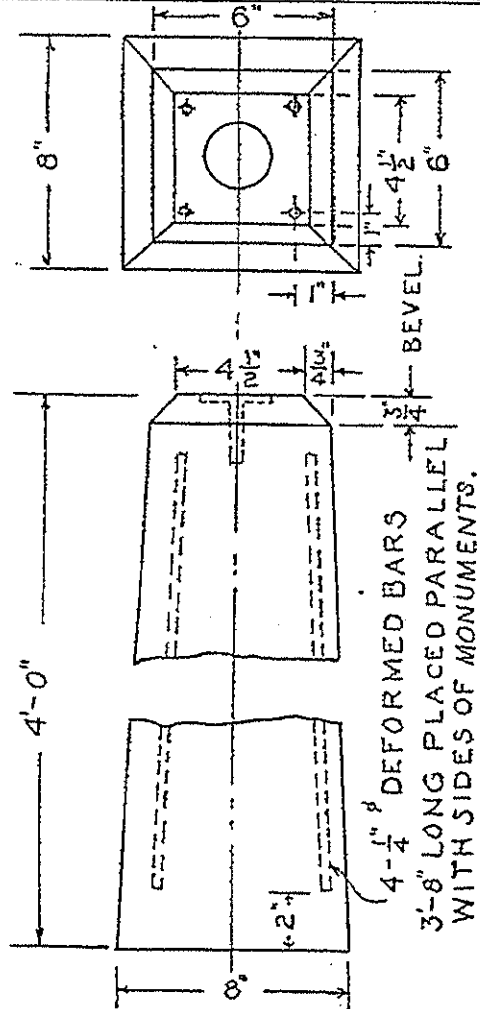
DESCRIPTION OF GOODS AND SERVICES

Basis of Payment: This work shall be paid for at the contract unit price each for "Precast Polymer Concrete Handhole" complete and accepted in place, which price shall include the handhole, one piece cover, hardware, crushed stone, excavating, backfilling, grouting, grading, replacement of surrounding surface material and all equipment tools, labor and work incidental thereto.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

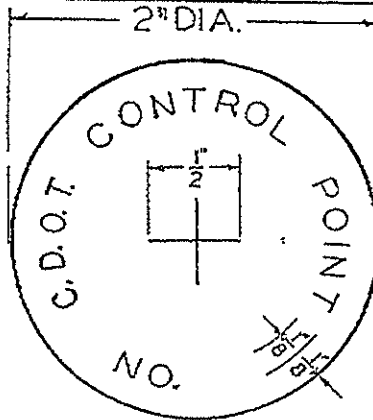
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STANDARD BOUNDARY & BASE LINE MONUMENTS



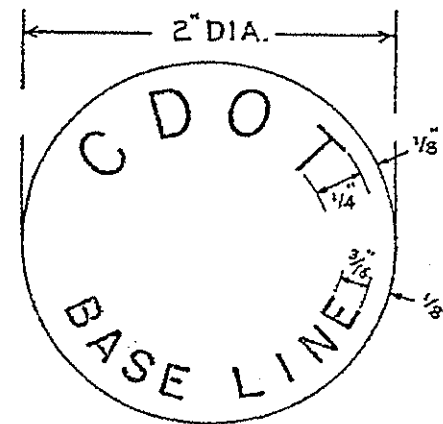
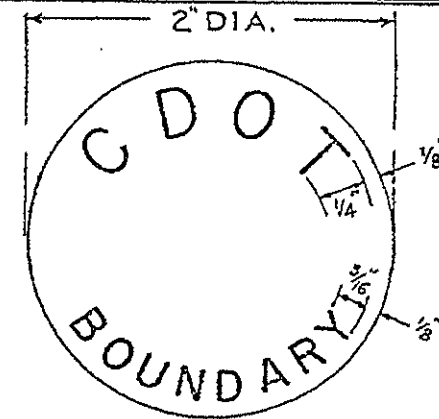
SCALE 2" = 1'-0"

3000 PSI Concrete

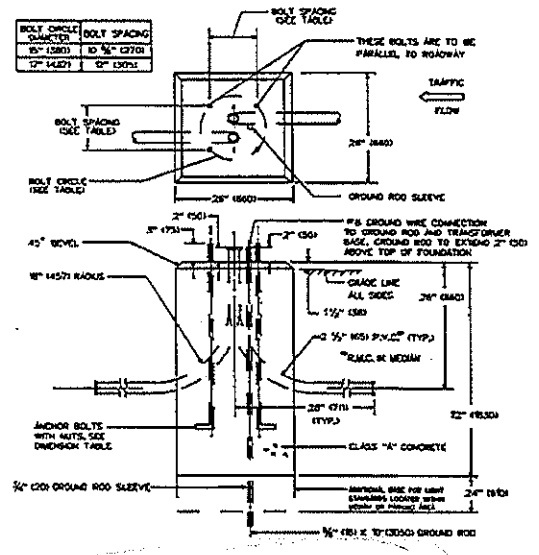
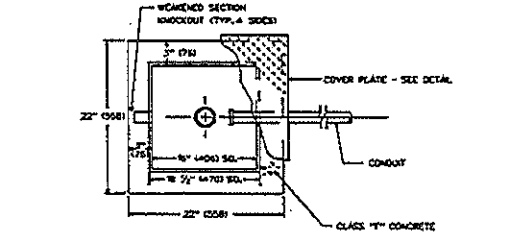
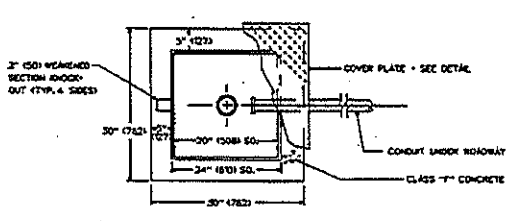
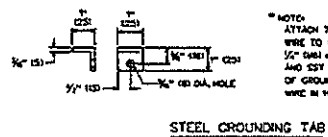
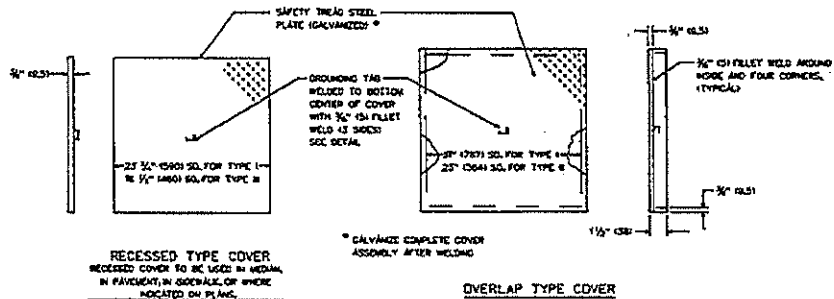


DETAIL OF DISC SAME AS SHOWN BELOW

STANDARD METAL DISCS

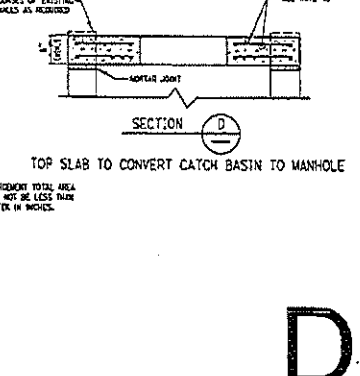
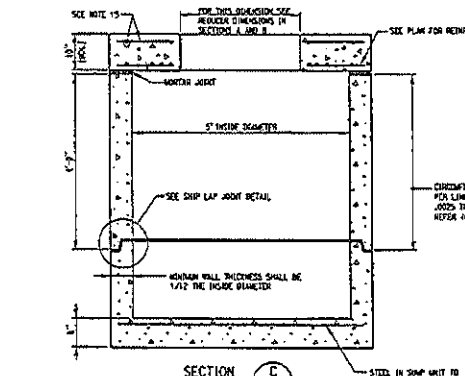
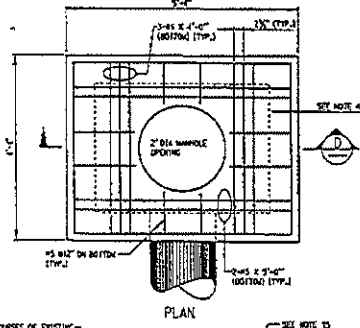
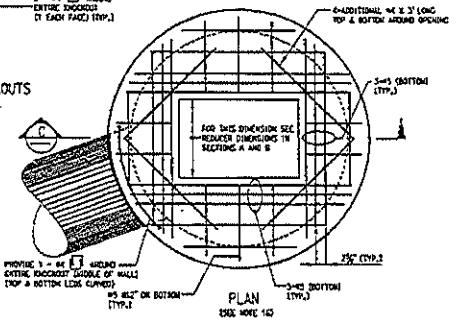
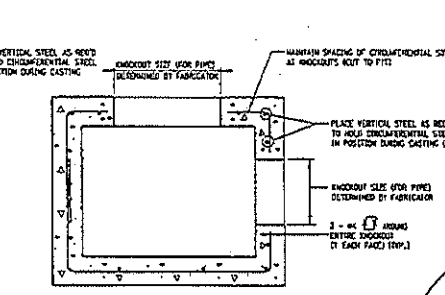
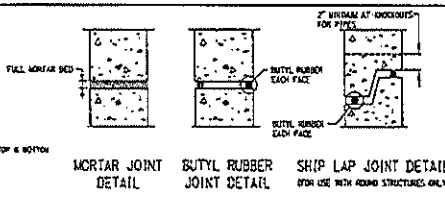
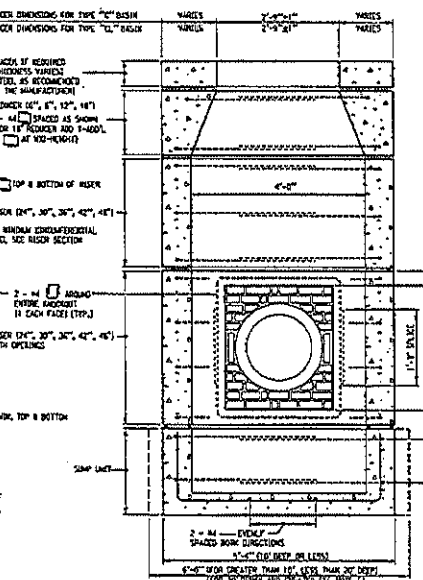
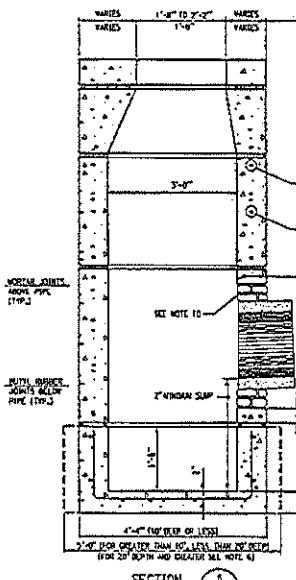
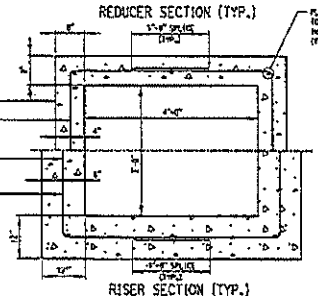
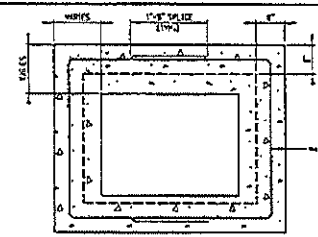
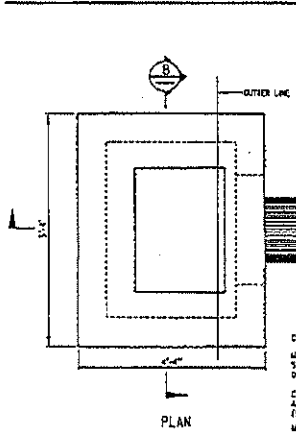


SCALE FULL SIZE
CONTROL POINT DISC
ADDED 10-27-59



CHECKED BY: JWA DATE: 10/15/03		DESIGNER: JWA DATE: 10/15/03		PROJECT TITLE: LIGHT STANDARD FOUNDATION HANDHOLES		PROJECT NO.:	
NOT TO SCALE		STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION		DRAWING TITLE: LIGHT STANDARD FOUNDATION HANDHOLES		SHEET NO.:	
CHECKED BY: JWA DATE: 10/15/03		DESIGNER: JWA DATE: 10/15/03		PROJECT TITLE: LIGHT STANDARD FOUNDATION HANDHOLES		PROJECT NO.:	
NOT TO SCALE		STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION		DRAWING TITLE: LIGHT STANDARD FOUNDATION HANDHOLES		SHEET NO.:	

B



- GENERAL NOTES:
1. REINFORCEMENT SHALL CONFORM TO ASTM A615, GRADE 60.
 2. DETAILS ON THIS SHEET SHOW STANDARD REINFORCEMENT. WELDED WIRE FABRIC WITH AN AREA EQUAL TO OR GREATER THAN THE REINFORCING SHOWN MAY BE SUBSTITUTED.
 3. ALL LAP SPLICES, DEVELOPMENT LENGTHS, BENDS FOR REINFORCEMENT, AND WELDED WIRE FABRIC SHALL CONFORM TO AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES.
 4. ALL REINFORCEMENT SHALL HAVE A MINIMUM CLEAR COVER OF 2", EXCEPT FOR BENEATH BOTTOM REINFORCEMENT IN TOP SLABS, WHERE THE MINIMUM MAY BE 1 1/2".
 5. MINIMUM CONCRETE COMPRESSIVE STRENGTH (FC = 4000 PSI) SHALL BE OBTAINED PRIOR TO SHIPPING.
 6. BASES AND RISERS AT A WIDTH OF 20" OR GREATER SHALL BE INCISED BY THE CONTRACTOR AND WORKING GRADINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
 7. SEE STANDARD DRAWING 240-14 FOR CATCH BASIN FRAMES AND CRIBLES.
 8. FOR SOFT MAINTENANCE PERSONNEL, RISERS MAY BE INSTALLED WITH PIPE OPENINGS IN ALL FOUR WALLS. ADEQUATE REINFORCEMENT AROUND PIPE OPENINGS CONFORMING TO THESE PLANS SHALL BE PROVIDED. ANY RISERS USED WHERE A PIPE OPENING IS TO REMAIN IN PLACE, MUST BE FORMED UP WITH BRICK AS DIRECTED BY THE ENGINEER.
 9. RISERS SHALL NEVER HAVE CORNER PIPE ENTRIES. WHERE THE ALIGNMENT OF THE PIPE WITH RESPECT TO THE CORNER OF THE CATCH BASIN CANNOT BE CHANGED, A ROUND STRUCTURE CONFORMING TO ASTM GA-106 SHALL BE USED. REINFORCEMENT FOR THE JOINT TOP SLAB WITH A RECTANGULAR OPENING SHALL CONFORM TO DETAILS SHOWN HERE.
 10. ALL PIPE OPENINGS SHALL BE CLOSED USING MATERIALS WHICH CONFORM TO STATE OF CONNECTICUT STANDARD SPECIFICATIONS SECTION M1.1.2.1. IF THE ENGINEER DETERMINES THAT THE CLOSURE OF ANY PIPE OPENING IS UNSATISFACTORY, THE CONTRACTOR SHALL RECLOSE SAID OPENING AT NO ADDITIONAL COST TO THE STATE. PROVISIONS FOR PIPE OPENINGS SHALL NOT RESULT IN A REDUCED WALL THICKNESS.
 11. THE LATEST STATE OF CONNECTICUT STANDARD SPECIFICATIONS AND SUPPLEMENTALS SHALL CONTROL.
 12. FOR ADDITIONAL DETAILS, SEE OTHER CATCH BASIN SHEETS.
 13. WALL THICKNESS OF ALL WALLS OVER 10' DEEP SHALL BE INCREASED TO 12" THICK. INSIDE DIMENSION SHALL REMAIN THE SAME. (THE 12" THICKNESS WILL START AFTER THE FIRST 10'.)
 14. BUTYL RUBBER JOINT SEAL SHALL CONFORM TO ASSHTO M-1198 AND MORTAR SHALL CONFORM TO THE LATEST STATE OF CONNECTICUT STANDARD SPECIFICATIONS MATERIAL SECTION M1.1.2.1.1.
 15. SPACING AND TEMPERATURE REINFORCEMENT SHALL BE PROVIDED IN THE TOPS OF SLABS. THE TOTAL AREA OF REINFORCEMENT PROVIDED SHALL BE AT LEAST EQUAL SOMEWHERE IN EACH DIRECTION. THE MAXIMUM SPACING OF THIS REINFORCEMENT SHALL NOT EXCEED 16" INCHES.
 16. THE DETAILS SHOWN IN THE PLAN VIEW FOR PRECAST CONCRETE ROUND STRUCTURES SHALL ALSO BE USED FOR CONVERTING MANHOLES TO CATCH BASINS.

NO.	REVISION DESCRIPTION	DATE

PRECAST CONCRETE TYPE "C" & "C-L" CATCH BASIN (SMALL 10' DEEP SHOWN)

STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION

NOT TO SCALE

ENGINEER: _____

APPROVED BY: _____

DATE: _____

OFFICE OF ENGINEERING

PROJECT TITLE: _____

PROJECT NO.: _____

PROJECT NO. _____

DRAWING NO. _____

DATE: _____

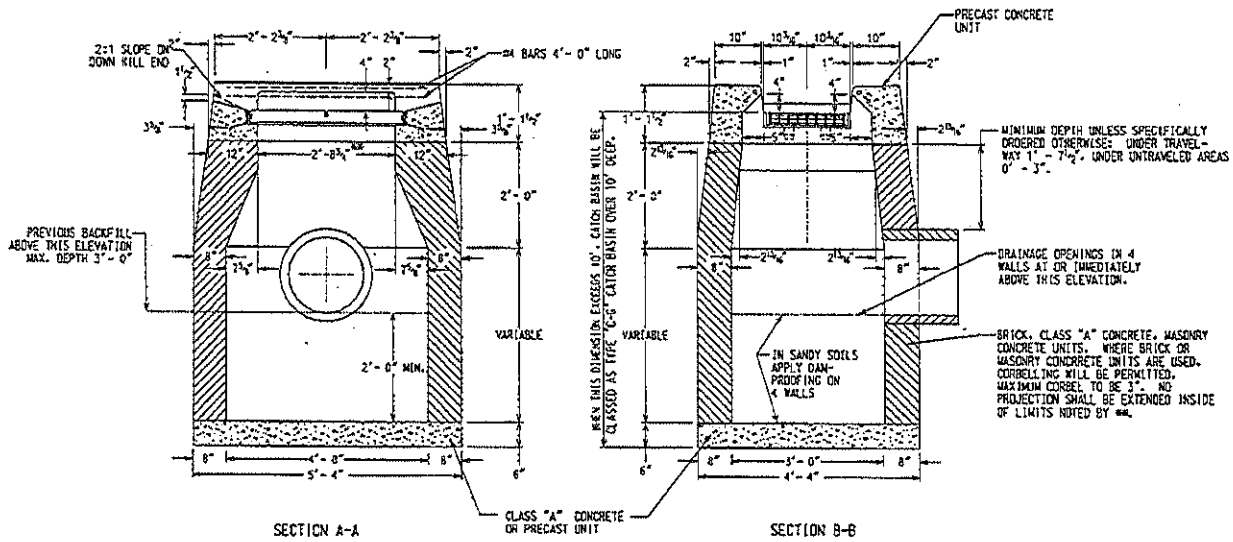
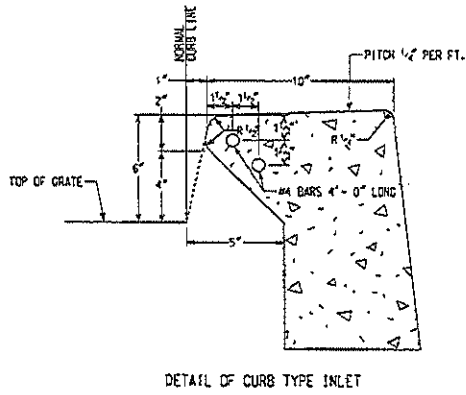
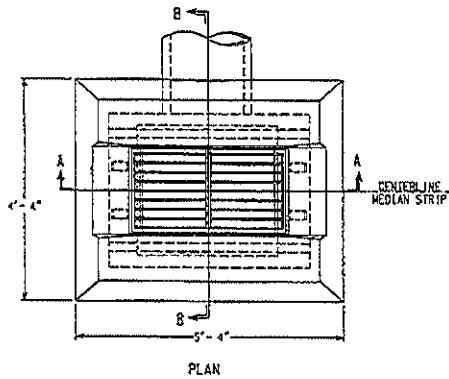
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PROJECT NO.: _____

DATE: _____

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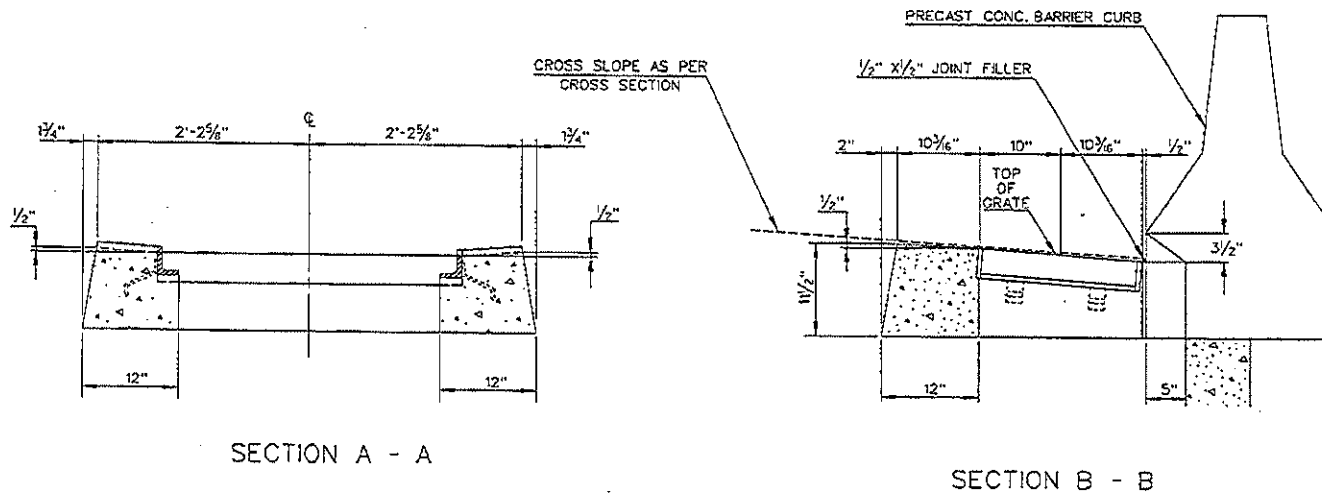
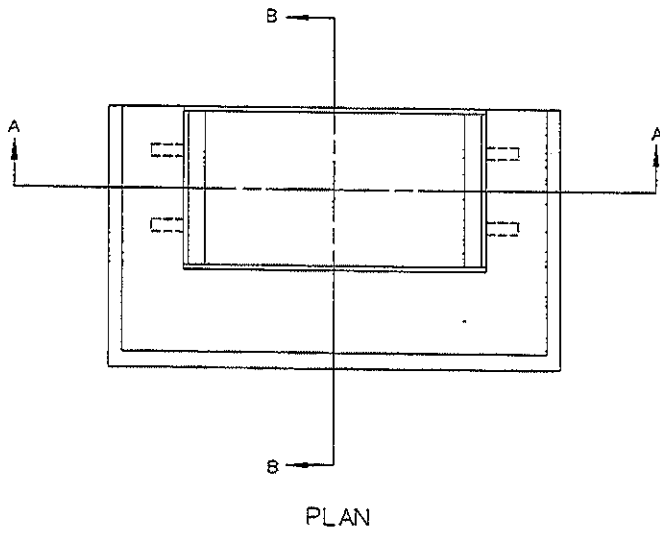
REVISED 4-23-07



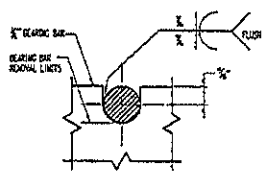
TYPE "C-G" CATCH BASIN

F

G

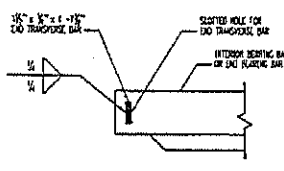


CATCH BASIN TOP FOR USE WITH
PRECAST CONCRETE BARRIER CURB

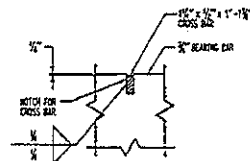


NOTE:
1/2\"/>

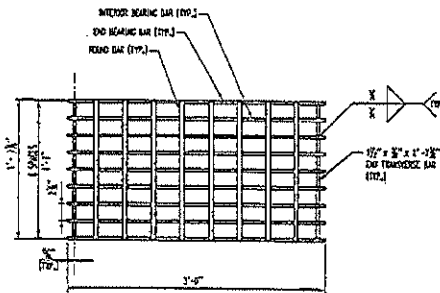
ROUND BAR ATTACHMENT
CATCH BASIN GRATE
TYPE A



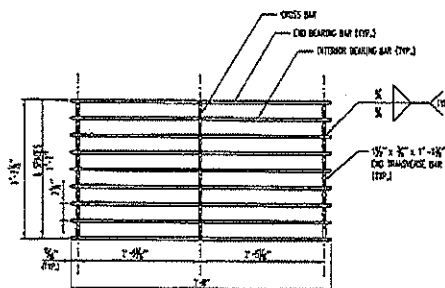
END TRANSVERSE BAR ATTACHMENT
CATCH BASIN GRATE
TYPE A & B



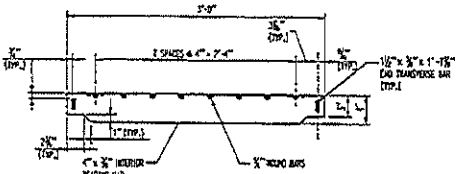
CROSS BAR ATTACHMENT
CATCH BASIN GRATE
TYPE B



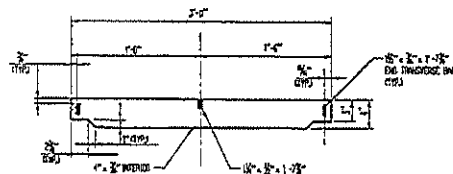
PLAN



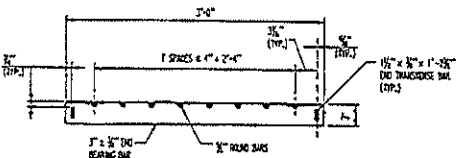
PLAN



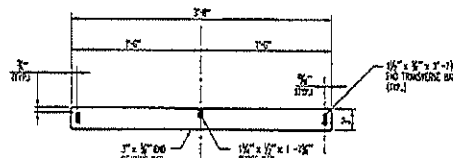
ELEVATION - INTERIOR BEARING BAR



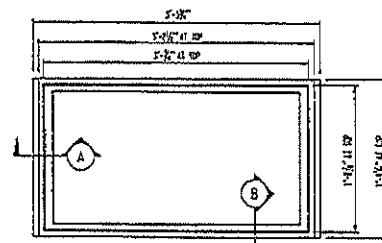
ELEVATION - INTERIOR BEARING BAR



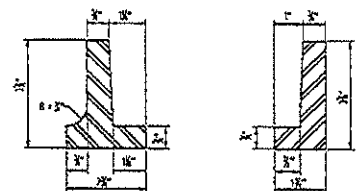
ELEVATION - END BEARING BAR
CATCH BASIN GRATE TYPE A



ELEVATION - END BEARING BAR
CATCH BASIN GRATE TYPE B



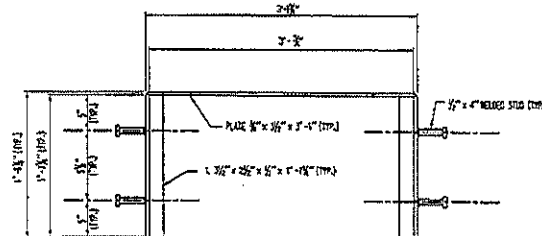
PLAN



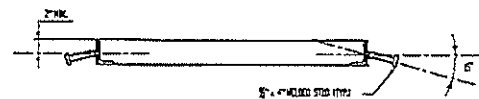
SECTION A

SECTION B

CAST IRON FRAME ALTERNATE



PLAN

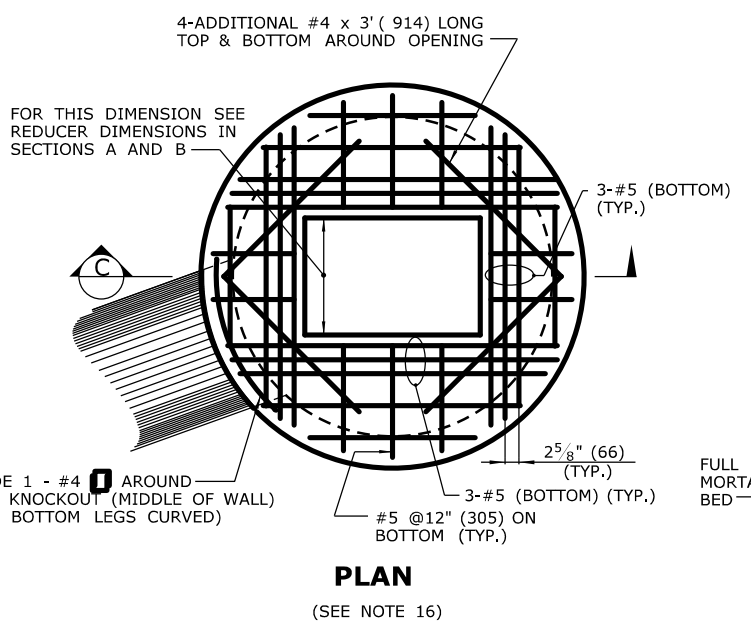
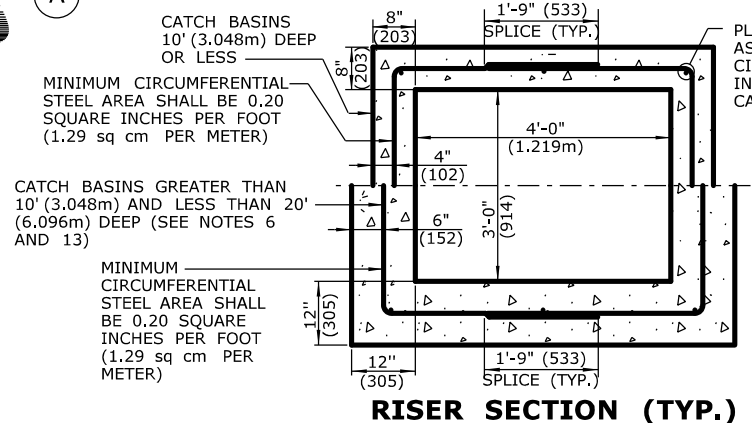
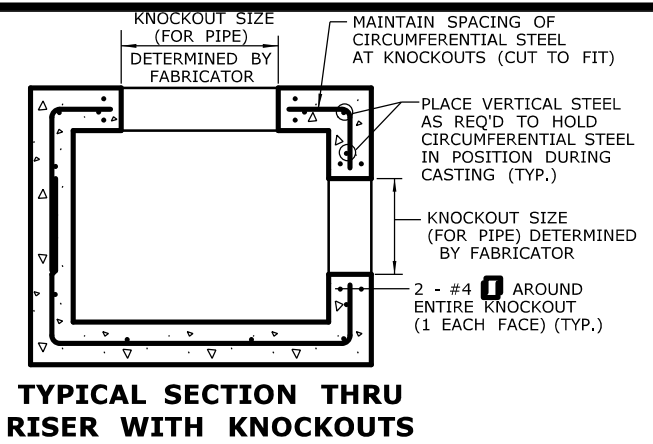
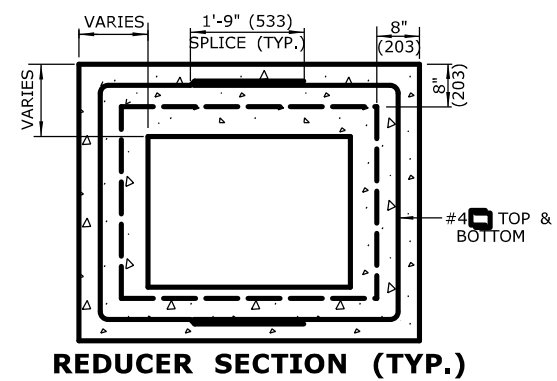
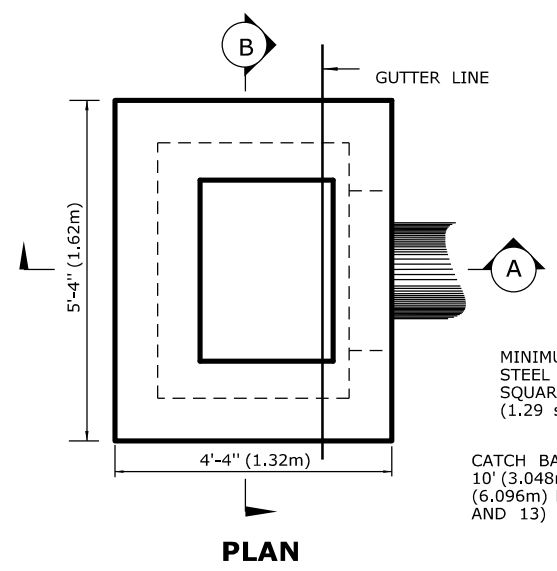


WELDED STUD ANCHOR DETAILS
STEEL FRAME

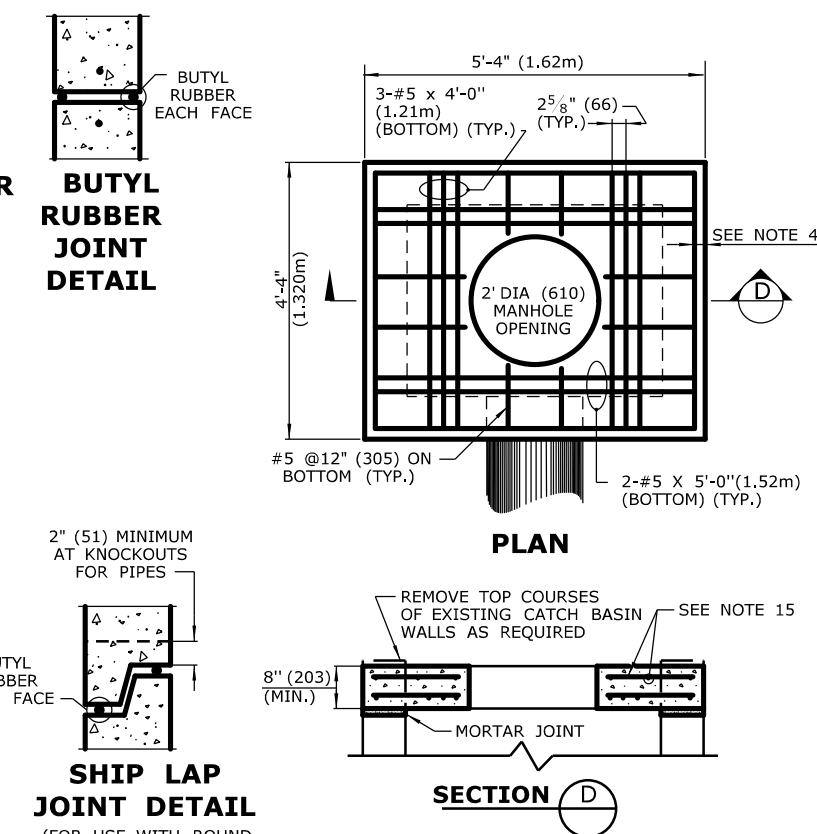
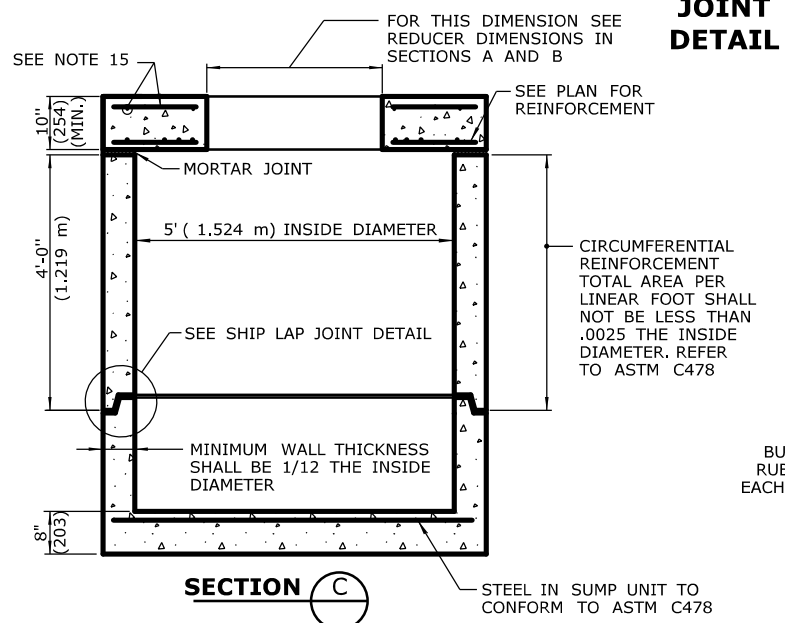
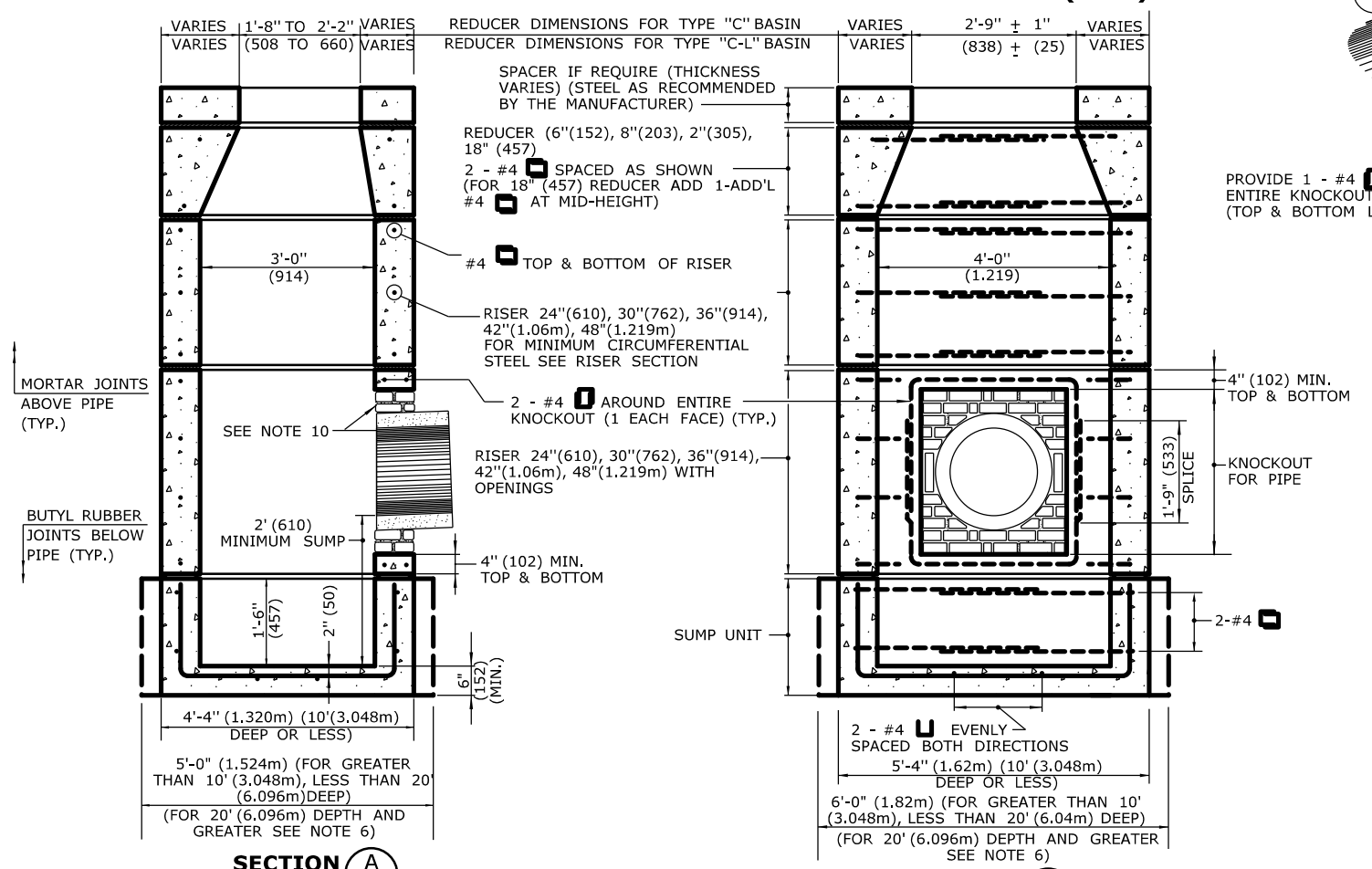
GENERAL NOTES:

1. STEEL OR CAST IRON SHALL BE USED FOR FRAMES. STEEL SHALL BE USS FOR TYPE 'A' GRATES.
2. TYPE 'B' GRATES SHALL BE USED ON ALL HIGHWAYS WHERE BICYCLE TRAFFIC IS ALLOWED OR AS DIRECTED BY THE ENGINEER.
3. TYPE 'B' GRATES SHALL BE USED ON ALL LIMITED ACCESS HIGHWAYS, RAMP AND WHERE BICYCLE TRAFFIC IS NOT ALLOWED OR AS DIRECTED BY THE ENGINEER.
4. CAST IRON FRAMES AND GRATES SHALL BE QUALIFIED IN ACCORDANCE WITH ASTM A 153.
5. DO NOT GALVANIZE CAST IRON FRAMES.
6. DIMENSIONAL TOLERANCES SHALL BE ± 0.005 .
7. ALL STEEL BARS SHALL BE WELDED AT ALL INTERSECTIONS.
8. ALL WELDING SHALL CONFORM TO THE REQUIREMENTS OF THE STRUCTURAL WELDING CODE, AWS.

REVISION NO.	DATE	DESCRIPTION	SUBMITTED BY	DESIGN ENGINEER	DATE	FILE NAME	DATE PLOTTED	SCALE	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	PROJECT TITLE	DRAWING NO.	
				TRANSPORTATION ENGINEER						CATCH BASIN FRAMES AND GRATES	507-K	
				MANAGER OF DESIGN								
				TRANSPORTATION ENGINEERING ADMINISTRATION								
				DESIGN ADMINISTRATION								
N.T.S.									STANDARD DRAWING			



- GENERAL NOTES:**
1. REINFORCEMENT SHALL CONFORM TO ASTM A615, GRADE 60.
 2. DETAILS ON THIS SHEET SHOW STANDARD REINFORCEMENT. WELDED WIRE FABRIC WITH AN AREA EQUAL TO OR GREATER THAN THE REINFORCING SHOWN MAY BE SUBSTITUTED.
 3. ALL LAP SPICES, DEVELOPMENT LENGTHS, BENDS FOR REINFORCEMENT, AND WELDED WIRE FABRIC SHALL CONFORM TO AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES.
 4. ALL REINFORCEMENT SHALL HAVE A MINIMUM CLEAR COVER OF 2"(51), EXCEPT FOR BENEATH BOTTOM REINFORCEMENT IN TOP SLABS, WHERE THE MINIMUM MAY BE 1 1/2"(38).
 5. MINIMUM CONCRETE COMPRESSIVE STRENGTH $F_c' = 4000$ PSI (27,580 kPa) SHALL BE OBTAINED PRIOR TO SHIPPING.
 6. BASES AND RISERS AT A DEPTH OF 20' (6.096) AND GREATER SHALL BE DESIGNED BY THE CONTRACTOR AND WORKING DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
 7. SEE STANDARD SHEET HW-507_08 FOR CATCH BASIN FRAMES AND GRATES.
 8. FOR DOT MAINTENANCE PERSONNEL, RISERS MAY BE PREFABRICATED WITH PIPE OPENINGS IN ALL FOUR WALLS. ADEQUATE REINFORCING AROUND PIPE OPENINGS CONFORMING TO THESE PLANS SHALL BE PROVIDED. ANY RISERS USED WHERE A PIPE OPENING IS TO REMAIN IN PLACE, MUST BE FORMED UP WITH BRICK AS DIRECTED BY THE ENGINEER.
 9. RISERS SHALL NEVER HAVE CORNER PIPE ENTRIES. WHERE THE ALIGNMENT OF THE PIPE WITH RESPECT TO THE CORNER OF THE CATCH BASIN CANNOT BE CHANGED, A ROUND STRUCTURE CONFORMING TO ASTM C478 SHALL BE USED. REINFORCING FOR THE ROUND TOP SLAB WITH A RECTANGULAR OPENING SHALL CONFORM TO DETAILS SHOWN HERE.
 10. ALL PIPE OPENINGS SHALL BE CLOSED USING MATERIALS WHICH CONFORM TO STATE OF CONNECTICUT STANDARD SPECIFICATIONS SECTION M.08.02. IF THE ENGINEER DETERMINES THAT THE CLOSURE OF ANY PIPE OPENING IS UNSATISFACTORY, THE CONTRACTOR SHALL RECLOSE SAID OPENING AT NO ADDITIONAL COST TO THE STATE. KNOCKOUTS FOR PIPE OPENINGS SHALL NOT RESULT IN A REDUCED WALL THICKNESS.
 11. THE LATEST STATE OF CONNECTICUT STANDARD SPECIFICATIONS AND SUPPLEMENTALS SHALL GOVERN.
 12. FOR ADDITIONAL DETAILS, SEE OTHER CATCH BASIN SHEETS.
 13. WALL THICKNESS OF ALL CB'S OVER 10' (3.048m) DEEP SHALL BE INCREASED TO 12" (305) THICK. INSIDE DIMENSION SHALL REMAIN THE SAME. (THE 12" (305) THICKNESS WILL START AFTER THE FIRST 10' (3.048m).)
 14. BUTYL RUBBER JOINT SEAL SHALL CONFORM TO AASHTO M-198 AND MORTAR SHALL CONFORM TO THE LATEST STATE OF CONNECTICUT STANDARD SPECIFICATIONS MATERIAL SECTION M11.04.
 15. SHRINKAGE AND TEMPERATURE REINFORCEMENT SHALL BE PROVIDED IN THE TOPS OF SLABS. THE TOTAL AREA OF REINFORCEMENT PROVIDED SHALL BE AT LEAST 0.125 SQUARE INCHES PER FOOT (0.8 sq cm PER METER) IN EACH DIRECTION. THE MAXIMUM SPACING OF THIS REINFORCEMENT SHALL NOT EXCEED 18 INCHES (457).
 16. THE DETAILS SHOWN IN THE PLAN VIEW FOR PRECAST CONCRETE ROUND STRUCTURES SHALL ALSO BE USED FOR CONVERTING MANHOLES TO CATCH BASINS.



PRECAST CONCRETE TYPE "C" & "C-L" CATCH BASIN
(UNDER 10' (3.04m) DEEP SHOWN)

PRECAST CONCRETE TYPE "C" & "C-L" ROUND STRUCTURE
(SEE NOTE 9)

TOP SLAB TO CONVERT CATCH BASIN TO MANHOLE
ALL METRIC DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED

REV.	DATE	REVISION DESCRIPTION
1	6/01/10	CHANGE NOTE 7 TO REFERENCE HW-507_08

NOT TO SCALE

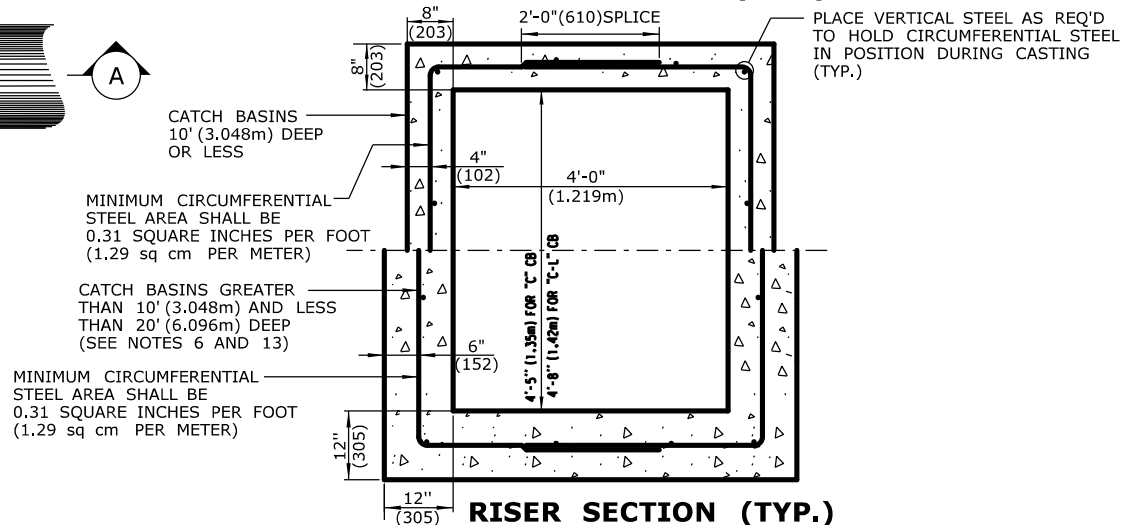
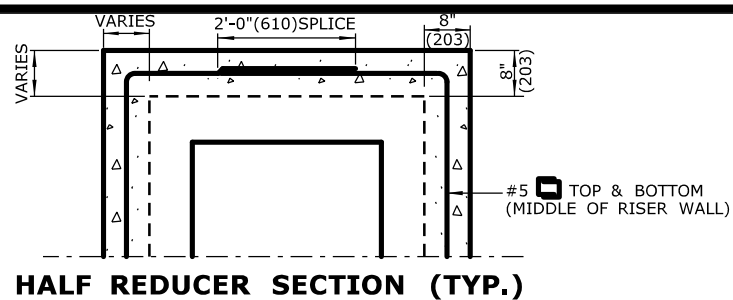
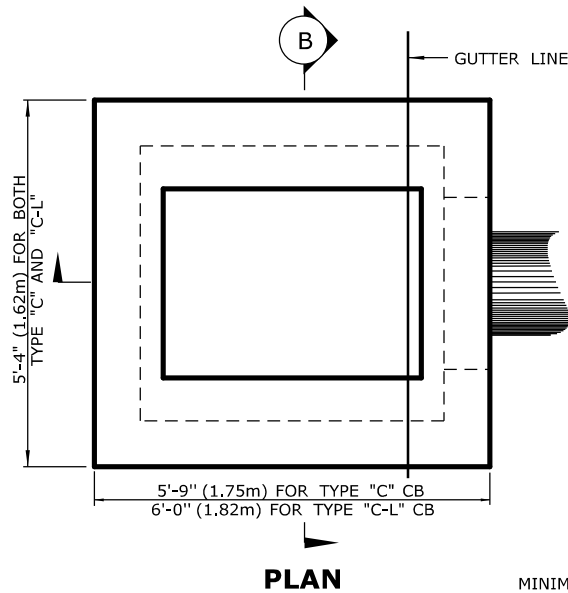
STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

SUBMITTED BY: _____ NAME/DATE/TIME: _____

APPROVED BY: _____ NAME/DATE/TIME: _____

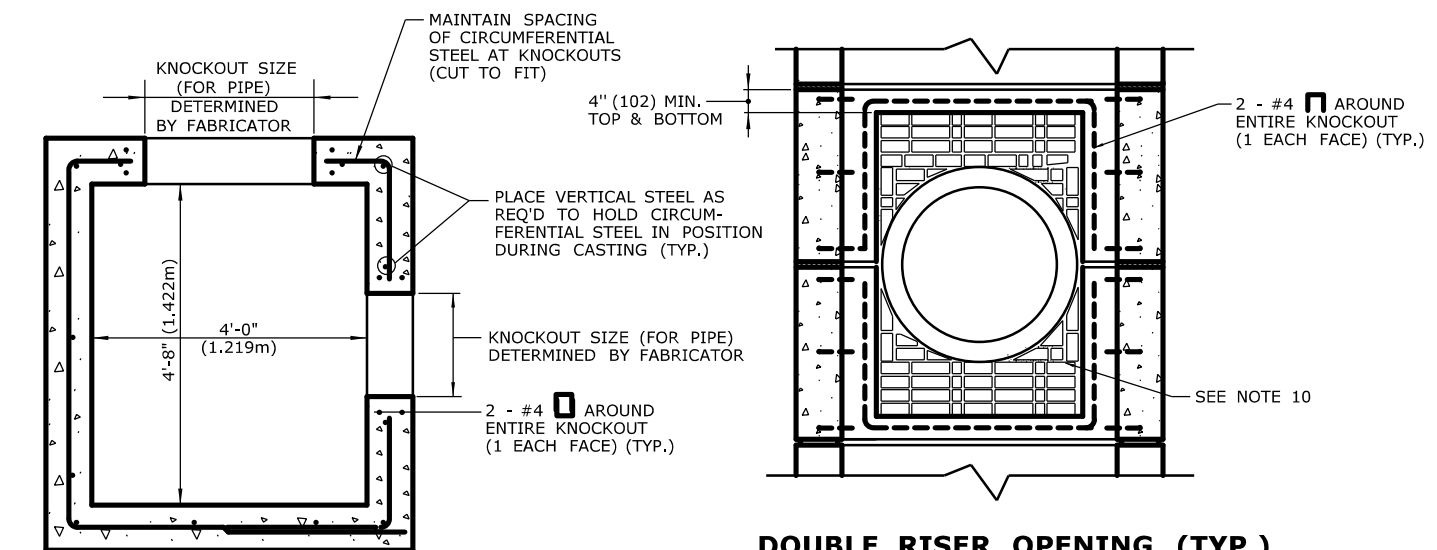
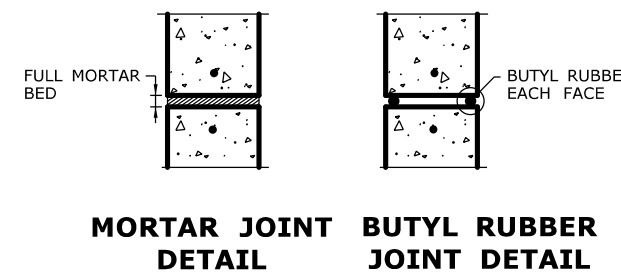
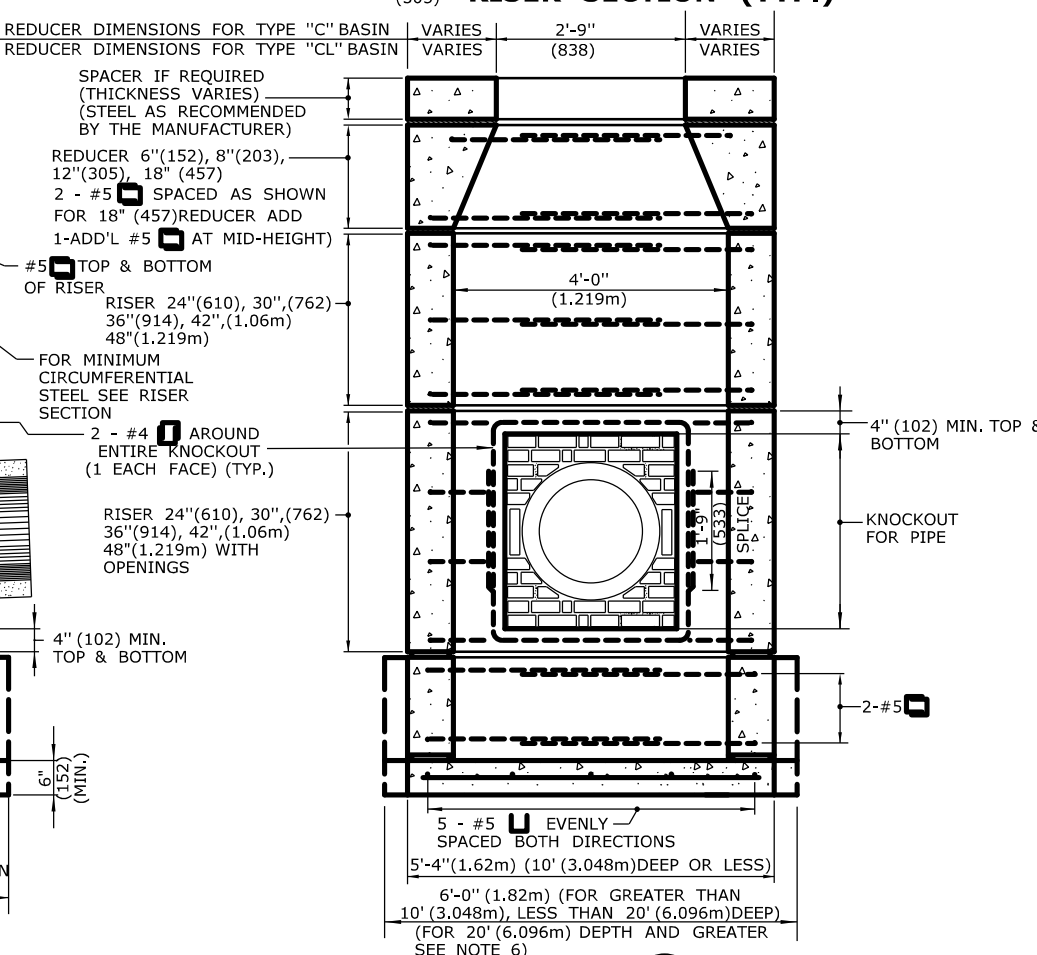
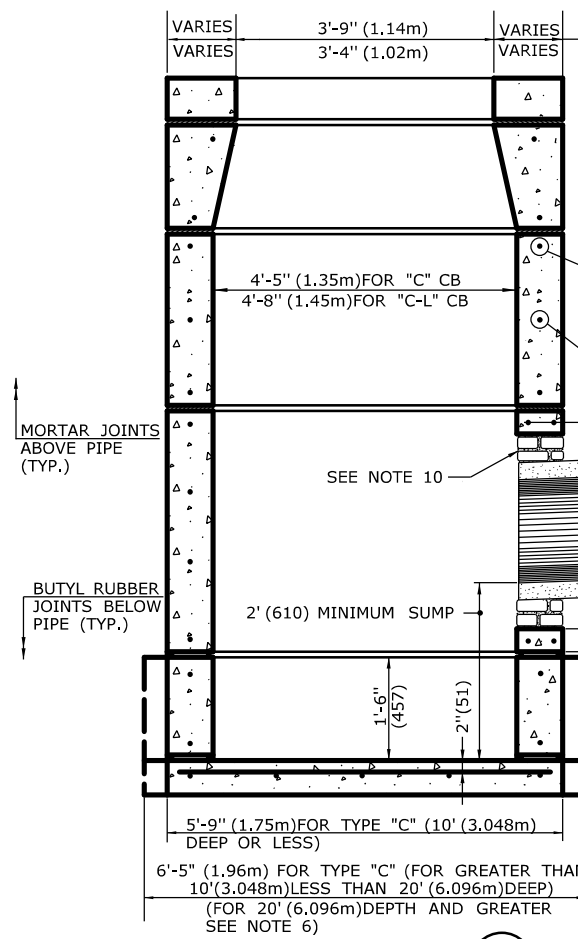
CTDOT
STANDARD SHEET
OFFICE OF ENGINEERING

TYPE "C", "C-L" &
ROUND PRECAST CONCRETE CB
HW-507_04



GENERAL NOTES:

1. REINFORCEMENT SHALL CONFORM TO ASTM A615, GRADE 60.
2. DETAILS ON THIS SHEET SHOW STANDARD REINFORCEMENT. WELDED WIRE FABRIC WITH AN AREA EQUAL TO OR GREATER THAN THE REINFORCING SHOWN MAY BE SUBSTITUTED.
3. ALL LAP SPLICES, DEVELOPMENT LENGTHS, BENDS FOR REINFORCEMENT, AND WELDED WIRE FABRIC SHALL CONFORM TO AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES.
4. ALL REINFORCEMENT SHALL HAVE A MINIMUM CLEAR COVER OF 2" (51), EXCEPT FOR BENEATH BOTTOM REINFORCEMENT IN TOP SLABS, WHERE THE MINIMUM MAY BE 1 1/2" (38).
5. MINIMUM CONCRETE COMPRESSIVE STRENGTH $F_c = 4000$ PSI (27,580 kPa) SHALL BE OBTAINED PRIOR TO SHIPPING.
6. BASES AND RISERS AT A DEPTH OF 20' (6.096m) AND GREATER SHALL BE DESIGNED BY THE CONTRACTOR AND WORKING DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
7. SEE STANDARD SHEET HW-507.08 FOR CATCH BASIN FRAMES AND GRATES.
8. FOR DOT MAINTENANCE PERSONNEL, RISERS MAY BE PREFABRICATED WITH PIPE OPENINGS IN ALL FOUR WALLS. ADEQUATE REINFORCING AROUND PIPE OPENINGS CONFORMING TO THESE PLANS SHALL BE PROVIDED. ANY RISERS USED WHERE A PIPE OPENING IS TO REMAIN IN PLACE, MUST BE FORMED UP WITH BRICK AS DIRECTED BY THE ENGINEER.
9. RISERS SHALL NEVER HAVE CORNER PIPE ENTRIES. WHERE THE ALIGNMENT OF THE PIPE WITH RESPECT TO THE CORNER OF THE CATCH BASIN CANNOT BE CHANGED, A ROUND STRUCTURE CONFORMING TO ASTM C478 SHALL BE USED, REINFORCING FOR THE ROUND TOP SLAB WITH A RECTANGULAR OPENING SHALL CONFORM TO DETAILS SHOWN HERE.
10. ALL PIPE OPENINGS SHALL BE CLOSED USING MATERIALS WHICH CONFORM TO STATE OF CONNECTICUT STANDARD SPECIFICATIONS SECTION M.08.02. IF THE ENGINEER DETERMINES THAT THE CLOSURE OF ANY PIPE OPENING IS UNSATISFACTORY, THE CONTRACTOR SHALL RECLOSE SAID OPENING AT NO ADDITIONAL COST TO THE STATE. KNOCKOUTS FOR PIPE OPENINGS SHALL NOT RESULT IN A REDUCED WALL THICKNESS.
11. THE LATEST STATE OF CONNECTICUT STANDARD SPECIFICATIONS AND SUPPLEMENTALS SHALL GOVERN.
12. FOR ADDITIONAL DETAILS, SEE OTHER CATCH BASIN SHEETS.
13. WALL THICKNESS OF ALL CB'S OVER 10' (3.048m) DEEP SHALL BE INCREASED TO 12" (305) THICK. INSIDE DIMENSION SHALL REMAIN THE SAME. (THE 12" (305) THICKNESS WILL START AFTER THE FIRST 10' (3.048m).)
14. BUTYL RUBBER JOINT SEAL SHALL CONFORM TO AASHTO M-198 AND MORTAR SHALL CONFORM TO THE LATEST STATE OF CONNECTICUT STANDARD SPECIFICATIONS MATERIAL SECTION M11.04.



SECTION A

NOTE: REINFORCEMENT IN FAR FACE WALL NOT SHOWN FOR CLARITY

SECTION B

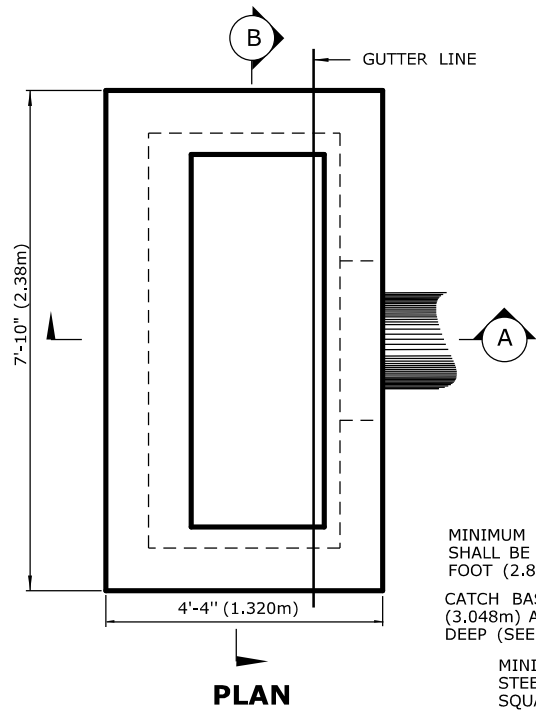
PRECAST CONCRETE TYPE "C" & "C-L" DOUBLE GRATE TYPE I CATCH BASIN
(UNDER 10' (3.048m) DEEP SHOWN)

TYPICAL SECTION THRU SINGLE RISER WITH KNOCKOUTS

DOUBLE RISER OPENING (TYP.) PIPES GREATER THAN 24" (610) O.D.

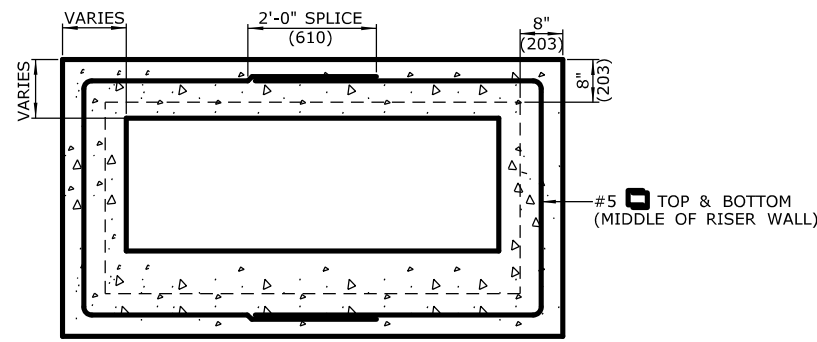
ALL METRIC DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED

<p>THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK, SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.</p> <p>1 6/01/10 CHANGE NOTE 7 TO REFERENCE HW-507_08</p>	<p>NOT TO SCALE</p>	<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	<p>SUBMITTED BY: NAME/DATE/TIME:</p> <p>APPROVED BY: NAME/DATE/TIME:</p>	<p>CTDOT STANDARD SHEET</p> <p>OFFICE OF ENGINEERING</p>	<p>STANDARD SHEET TITLE: TYPE "C" & "C-L" PRECAST CONCRETE CB DOUBLE GRATE TYPE-I</p>	<p>STANDARD SHEET NO.: HW-507_05</p>
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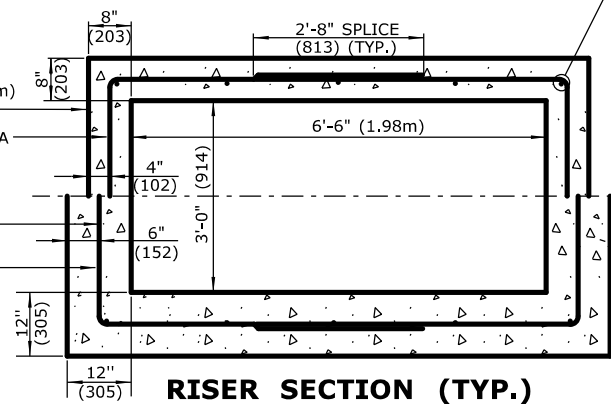
PLAN

CATCH BASINS 10' (3.048m) DEEP OR LESS
 MINIMUM CIRCUMFERENTIAL STEEL AREA SHALL BE 0.44 SQUARE INCHES PER FOOT (2.84 sq cm per Meters)
 CATCH BASINS GREATER THAN 10' (3.048m) AND LESS THAN 20' (6.096m) DEEP (SEE NOTES 6 AND 13)
 MINIMUM CIRCUMFERENTIAL STEEL AREA SHALL BE 0.44 SQUARE INCHES PER FOOT (2.84sq cm per Meter)

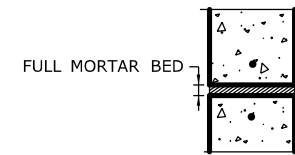


REDUCER SECTION (TYP.)

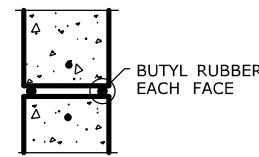
PLACE VERTICAL STEEL AS REQ'D TO HOLD CIRCUMFERENTIAL STEEL IN POSITION DURING CASTING (TYP.)



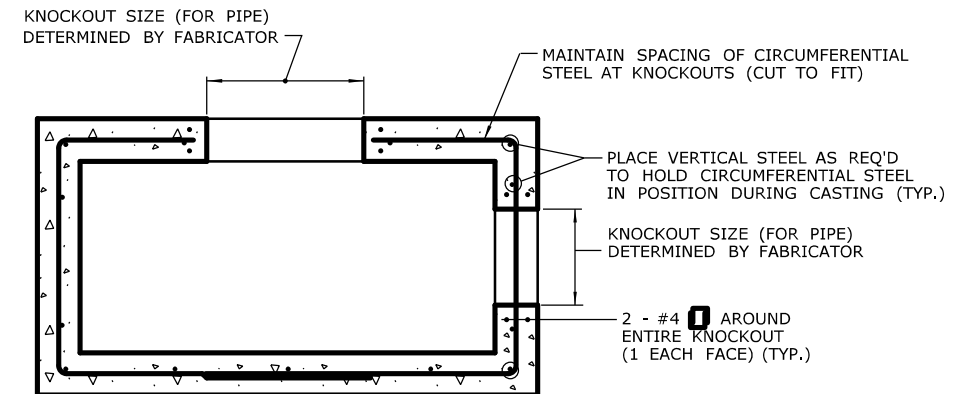
RISER SECTION (TYP.)



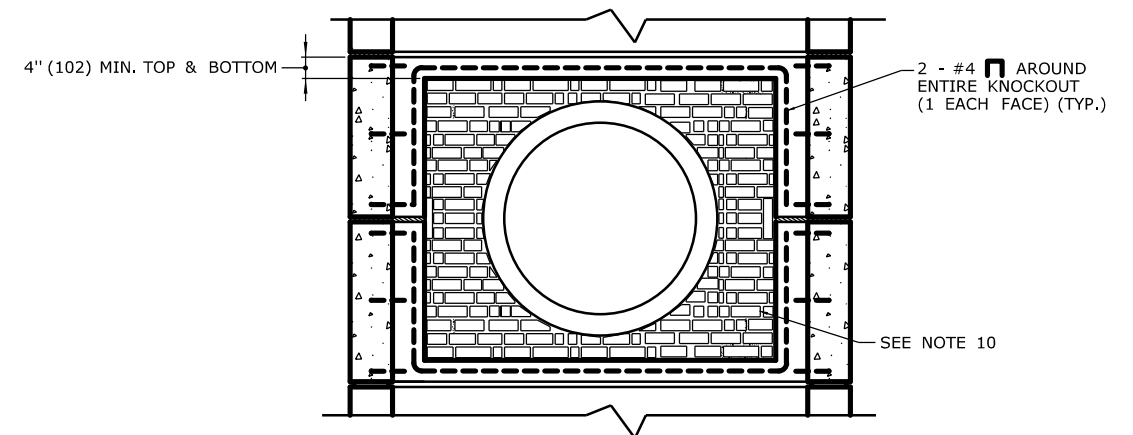
MORTAR JOINT DETAIL



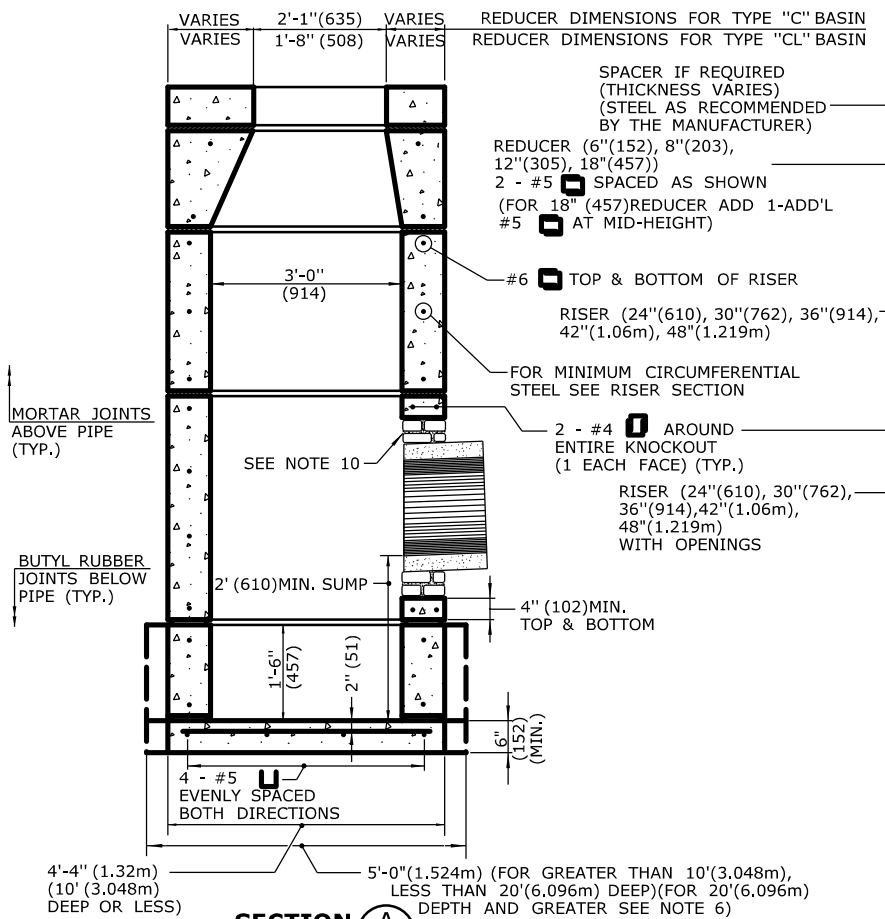
BUTYL RUBBER JOINT DETAIL



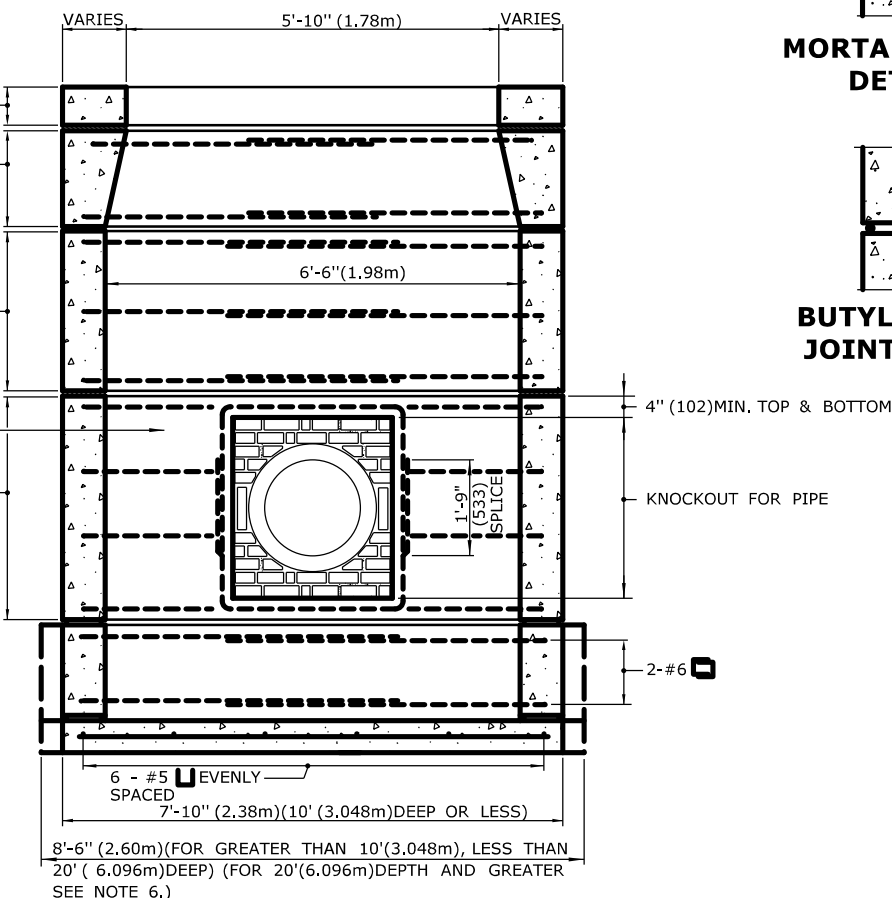
TYPICAL SECTION THRU SINGLE RISER WITH KNOCKOUTS



DOUBLE RISER OPENING (TYP.) PIPES GREATER THAN 24" (610) O.D.



SECTION A



SECTION B

NOTE: REINFORCEMENT IN FAR FACE WALL NOT SHOWN FOR CLARITY

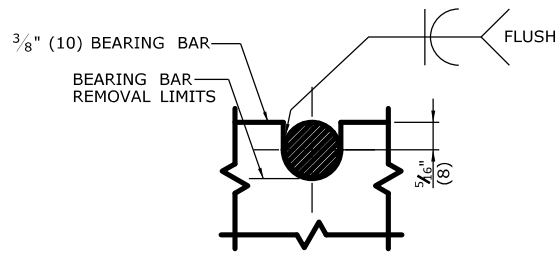
PRECAST CONCRETE TYPE "C" & "C-L" DOUBLE GRATE TYPE II CATCH BASIN
 (UNDER 10' (3.048m) DEEP SHOWN)

GENERAL NOTES:

1. REINFORCEMENT SHALL CONFORM TO ASTM A615, GRADE 60.
2. DETAILS ON THIS SHEET SHOW STANDARD REINFORCEMENT. WELDED WIRE FABRIC WITH AN AREA EQUAL TO OR GREATER THAN THE REINFORCING SHOWN MAY BE SUBSTITUTED.
3. ALL LAP SPLICES, DEVELOPMENT LENGTHS, BENDS FOR REINFORCEMENT, AND WELDED WIRE FABRIC SHALL CONFORM TO AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES.
4. ALL REINFORCEMENT SHALL HAVE A MINIMUM CLEAR COVER OF 2" (51), EXCEPT FOR BENEATH BOTTOM REINFORCEMENT IN TOP SLABS, WHERE THE MINIMUM MAY BE 1 1/2" (38).
5. MINIMUM CONCRETE COMPRESSIVE STRENGTH $F_c' = 4000$ PSI (27.580 kPa) SHALL BE OBTAINED PRIOR TO SHIPPING.
6. BASES AND RISERS AT A DEPTH OF 20' (6.096m) AND GREATER SHALL BE DESIGNED BY THE CONTRACTOR AND WORKING DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
7. SEE STANDARD SHEET HW-507_08 FOR CATCH BASIN FRAMES AND GRATES.
8. FOR DOT MAINTENANCE PERSONNEL, RISERS MAY BE PREFABRICATED WITH PIPE OPENINGS IN ALL FOUR WALLS. ADEQUATE REINFORCING AROUND PIPE OPENINGS CONFORMING TO THESE PLANS SHALL BE PROVIDED. ANY RISERS USED WHERE A PIPE OPENING IS TO REMAIN IN PLACE, MUST BE FORMED UP WITH BRICK AS DIRECTED BY THE ENGINEER.
9. RISERS SHALL NEVER HAVE CORNER PIPE ENTRIES. WHERE THE ALIGNMENT OF THE PIPE WITH RESPECT TO THE CORNER OF THE CATCH BASIN CANNOT BE CHANGED, A ROUND STRUCTURE CONFORMING TO ASTM C478 SHALL BE USED. REINFORCING FOR THE ROUND TOP SLAB WITH A RECTANGULAR OPENING SHALL CONFORM TO DETAILS SHOWN HERE.
10. ALL PIPE OPENINGS SHALL BE CLOSED USING MATERIALS WHICH CONFORM TO STATE OF CONNECTICUT STANDARD SPECIFICATIONS SECTION M.08.02. IF THE ENGINEER DETERMINES THAT THE CLOSURE OF ANY PIPE OPENING IS UNSATISFACTORY, THE CONTRACTOR SHALL RECLOSE SAID OPENING AT NO ADDITIONAL COST TO THE STATE. KNOCKOUTS FOR PIPE OPENINGS SHALL NOT RESULT IN A REDUCED WALL THICKNESS.
11. THE LATEST STATE OF CONNECTICUT STANDARD SPECIFICATIONS AND SUPPLEMENTALS SHALL GOVERN.
12. FOR ADDITIONAL DETAILS, SEE OTHER CATCH BASIN SHEETS.
13. WALL THICKNESS OF ALL CB'S OVER 10' (3.048m) DEEP SHALL BE INCREASED TO 12" (305) THICK. INSIDE DIMENSION SHALL REMAIN THE SAME. (THE 12" (305) THICKNESS WILL START AFTER THE FIRST 10' (3.048m).)
14. BUTYL RUBBER JOINT SEAL SHALL CONFORM TO AASHTO M-198 AND MORTAR SHALL CONFORM TO THE LATEST STATE OF CONNECTICUT STANDARD SPECIFICATIONS MATERIAL SECTION M11.04.

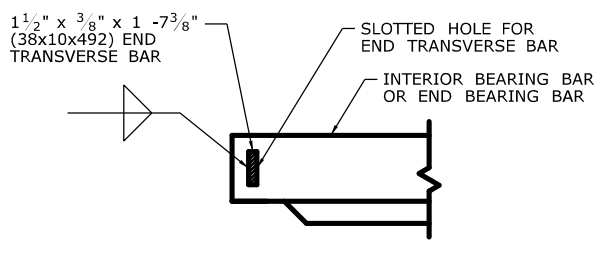
ALL METRIC DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED

THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK, SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.		NOT TO SCALE				SUBMITTED BY: _____ NAME/DATE/TIME: _____ APPROVED BY: _____ NAME/DATE/TIME: _____		STANDARD SHEET TITLE: CTDOT STANDARD SHEET TYPE "C" & "C-L" PRECAST CONCRETE CB DOUBLE GRATE TYPE-II		STANDARD SHEET NO.: HW-507_06	
1 6/01/10 CHANGE NOTE 7 TO REFERENCE HW-507_08	REVISION DESCRIPTION	Plotted Date: 8/3/2010 Filename: CTDOT HIGHWAY STD.dwg Model: HW-507_06									

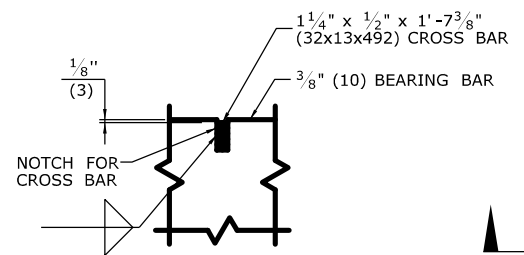


NOTE:
5/8" (16) DIA. ROUND BAR SHALL CONTACT BEARING BAR AT BOTTOM AND BE FLUSH AT TOP.

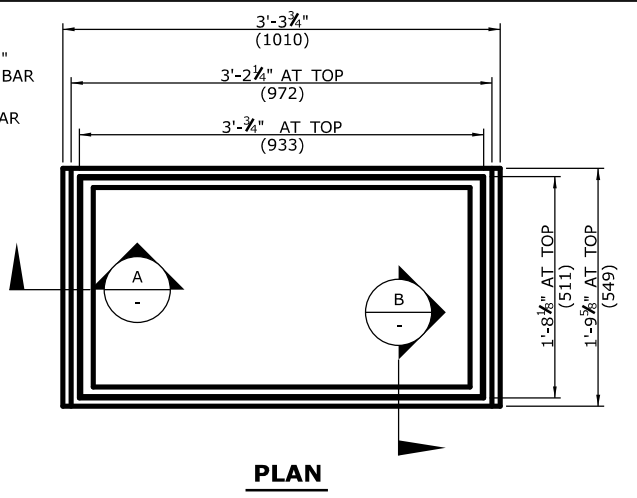
**ROUND BAR ATTACHMENT
CATCH BASIN GRATE TYPE A**



**END TRANSVERSE BAR ATTACHMENT
CATCH BASIN GRATE TYPE A & B**

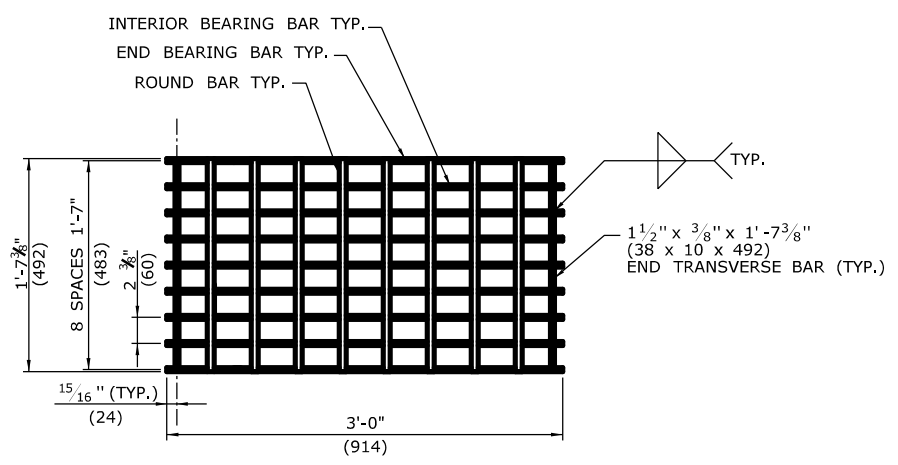


**CROSS BAR ATTACHMENT
CATCH BASIN GRATE TYPE B**

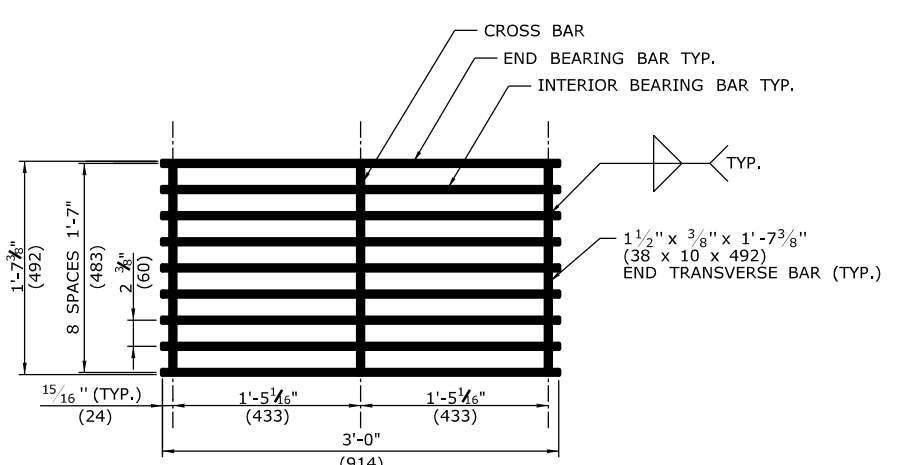


PLAN

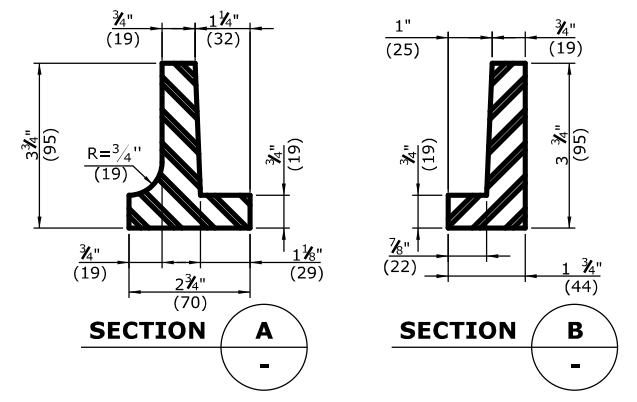
- GENERAL NOTES:**
1. STEEL OR CAST IRON SHALL BE USED FOR FRAMES. STEEL SHALL BE USED FOR TYPE "A" & "B" GRATES.
 2. TYPE "A" GRATES SHALL BE USED ON ALL ROADWAYS WHERE BICYCLE TRAFFIC IS ALLOWED OR AS DIRECTED BY THE ENGINEER.
 3. TYPE "B" GRATES SHALL BE USED ON ALL LIMITED ACCESS HIGHWAYS, RAMP AND WHERE BICYCLE TRAFFIC IS NOT ALLOWED OR AS DIRECTED BY THE ENGINEER.
 4. STEEL FRAMES AND GRATES SHALL BE GALVANIZED IN ACCORDANCE WITH ARTICLE M.06.03.
 5. DO NOT GALVANIZE CAST IRON FRAMES.
 6. DIMENSIONAL TOLERANCES SHALL BE $\pm 1/16"$ (1.6).
 7. ALL STEEL BARS SHALL BE WELDED AT ALL INTERSECTIONS.
 8. ALL WELDING SHALL CONFORM TO THE REQUIREMENTS OF AWS STRUCTURAL WELDING CODE, D1.1.



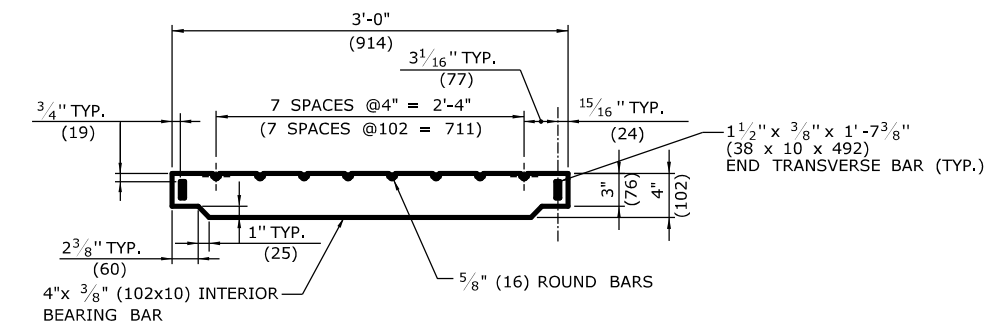
PLAN



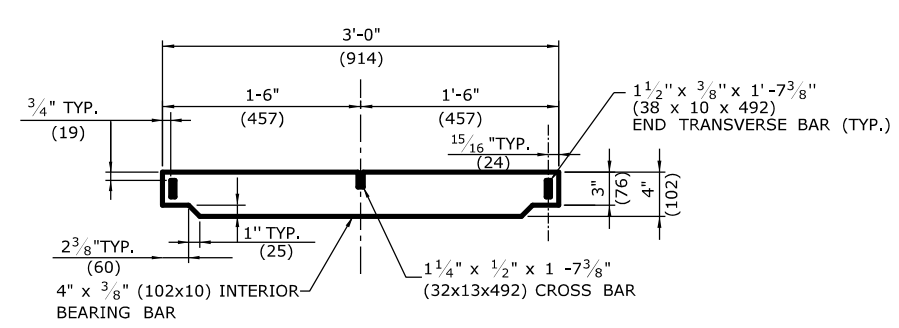
PLAN



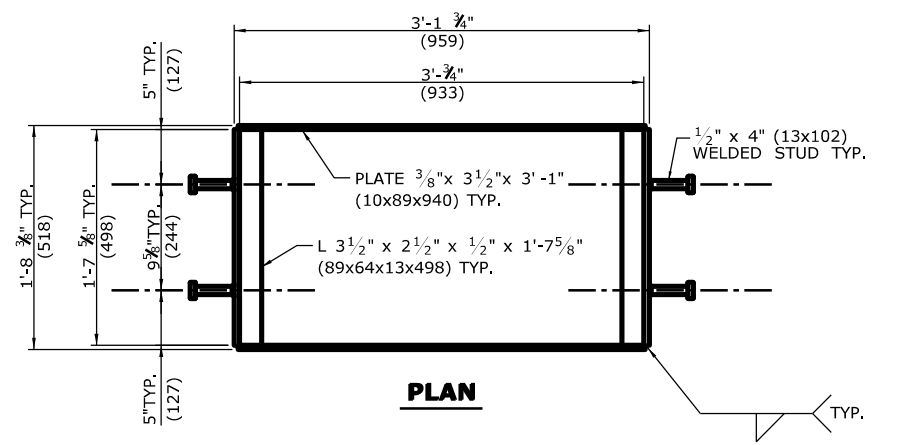
**SECTION A SECTION B
CAST IRON FRAME ALTERNATE**



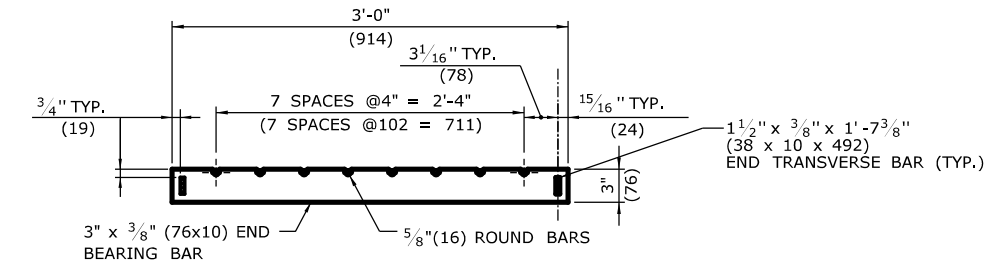
**ELEVATION- INTERIOR BEARING BAR
CATCH BASIN GRATE TYPE A**



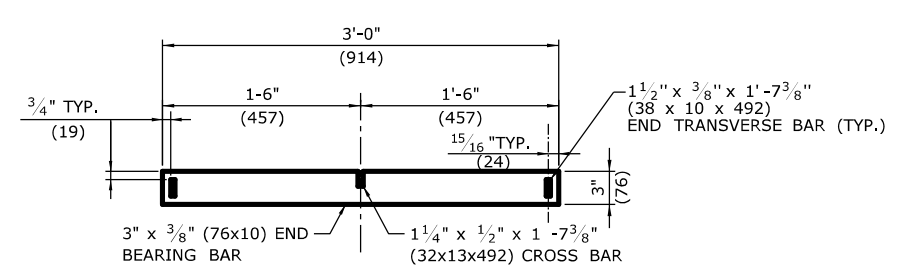
**ELEVATION- INTERIOR BEARING BAR
CATCH BASIN GRATE TYPE B**



**WELDED STUD ANCHOR DETAILS
STEEL FRAME**



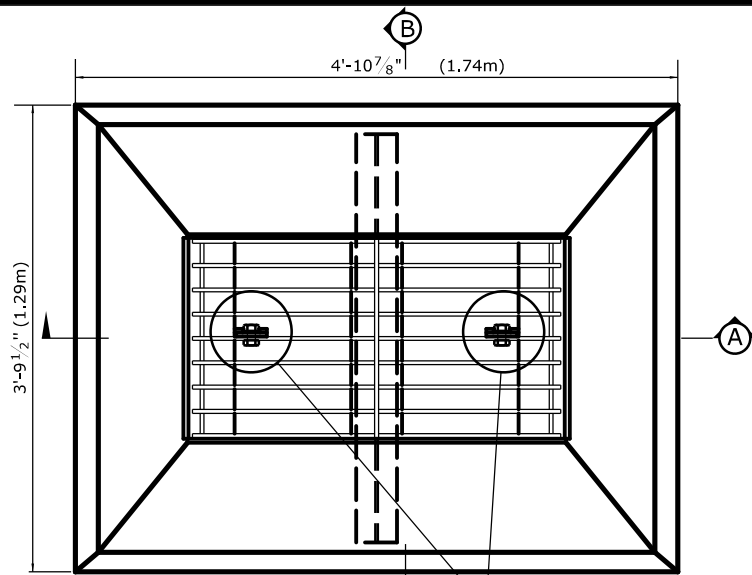
**ELEVATION- END BEARING BAR
CATCH BASIN GRATE TYPE A**



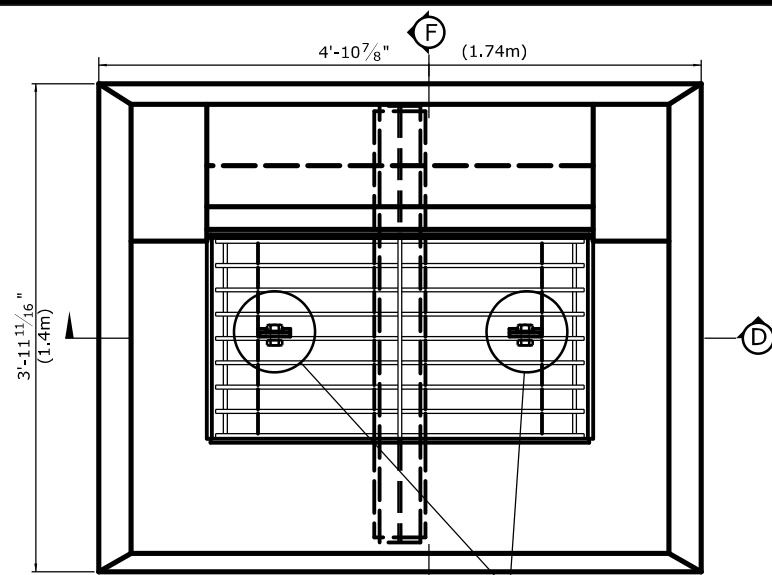
**ELEVATION- END BEARING BAR
CATCH BASIN GRATE TYPE B**

ALL METRIC DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED

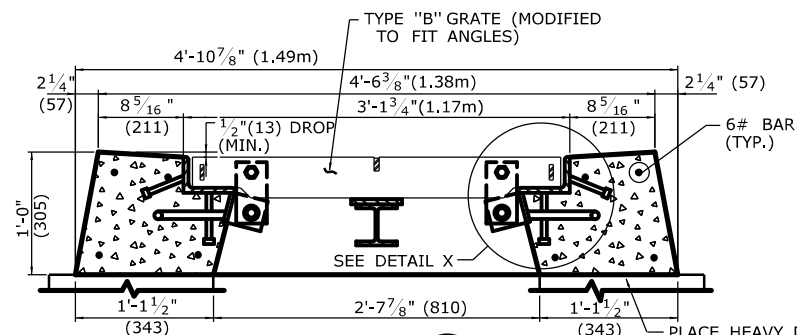
REV. DATE REVISION DESCRIPTION Plotted Date: 8/3/2010	THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK, SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.	NOT TO SCALE		SUBMITTED BY: _____ NAME/DATE/TIME: _____	CTDOT STANDARD SHEET	STANDARD SHEET TITLE: CATCH BASIN FRAMES AND GRATES	STANDARD SHEET NO.: HW-507_08
				APPROVED BY: _____ NAME/DATE/TIME: _____			



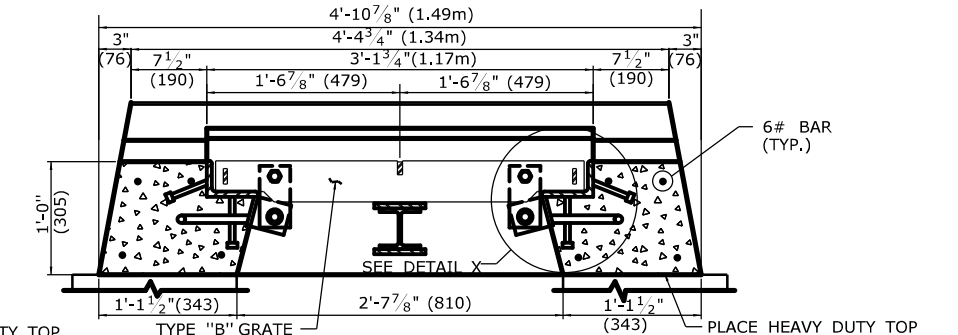
PLAN-TYPE "C-L" HEAVY DUTY CATCH BASIN TOP



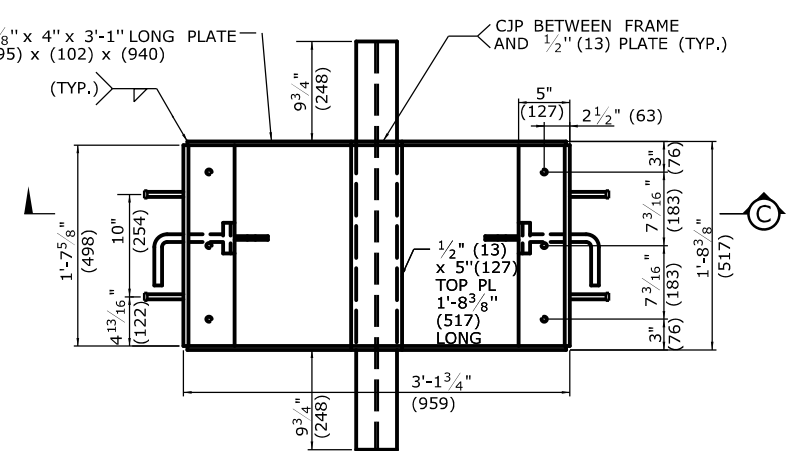
PLAN-TYPE "C" HEAVY DUTY CATCH BASIN TOP



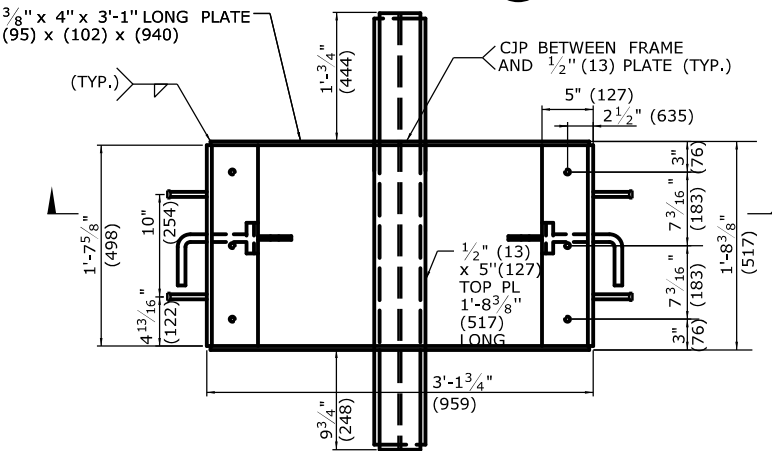
SECTION A



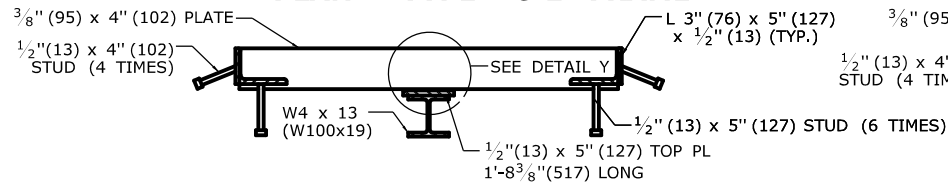
SECTION D



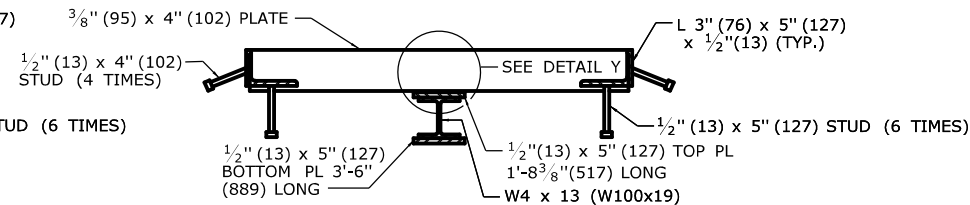
PLAN - TYPE "C-L" FRAME



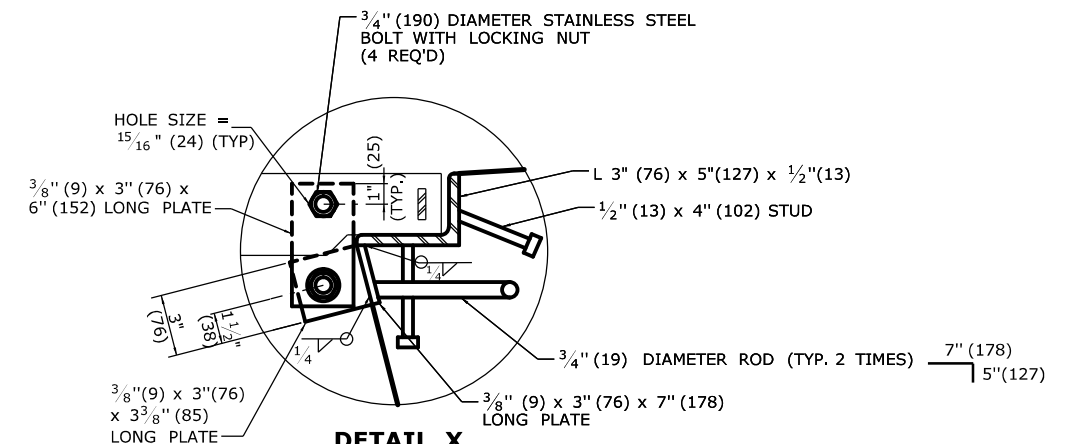
PLAN - TYPE "C" FRAME



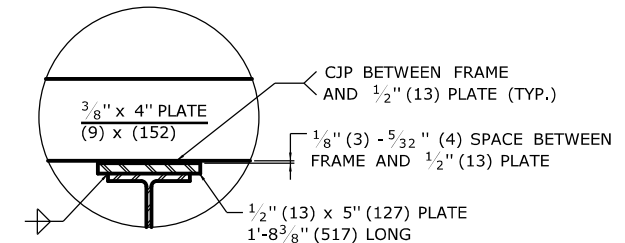
SECTION C



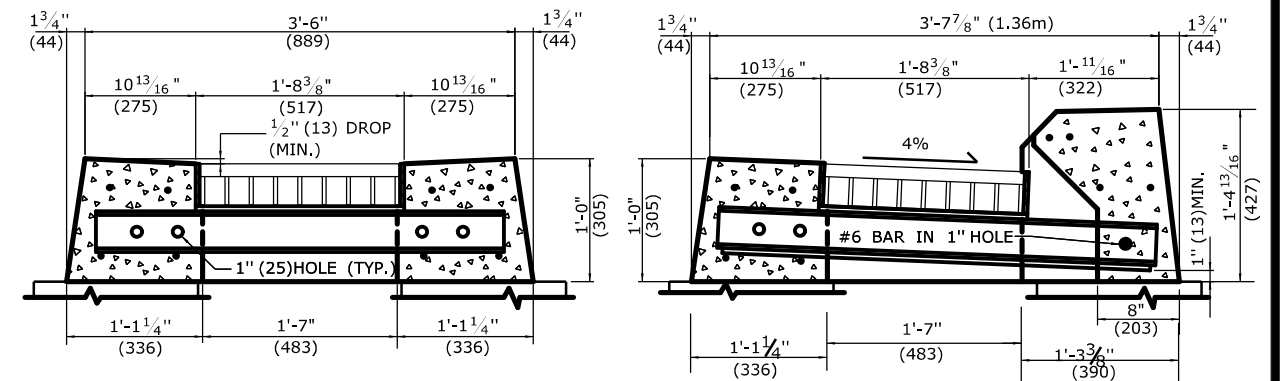
SECTION F



DETAIL X



DETAIL Y



SECTION B

GENERAL NOTES:

1. LOCK DOWN DEVICES SHALL BE INSTALLED AND MAINTAINED WHEN TRAFFIC WILL BE TRAVELING OVER CATCH BASIN GRATES OR AS ORDERED.
2. BOLTS FOR LOCK DOWN DEVICES SHALL BE STAINLESS STEEL CONFORMING TO THE REQUIREMENTS OF ASTM A193, CLASS 2:B8 (TYPE 304).
3. WASHERS SHALL BE STAINLESS STEEL CONFORMING TO THE REQUIREMENTS OF A167, TYPE 302.
4. STEEL FOR THE LOCK DOWN DEVICES AND THE FRAME SHALL CONFORM TO ASTM A36 AND SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.
5. FOR ADDITIONAL DETAILS OF THE FRAME AND GRATE SEE STANDARD SHEET HW-507.08. NOTE THAT THE GRATE MUST BE MODIFIED TO FIT INSIDE THE FRAME.
6. 4" (102) BITUMINOUS CONCRETE PARK CURBING SHOWN FOR THE "C" TOP.

TYPE "C-L" HEAVY DUTY CATCH BASIN FRAME

TYPE "C" HEAVY DUTY CATCH BASIN FRAME

ALL METRIC DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED

REV.	DATE	REVISION DESCRIPTION
1	6/01/10	REVISED NOTE 5.

NOT TO SCALE

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

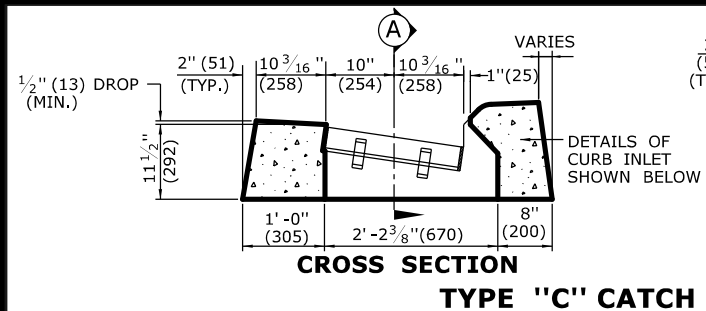
SUBMITTED BY: _____ NAME/DATE/TIME: _____

APPROVED BY: _____ NAME/DATE/TIME: _____

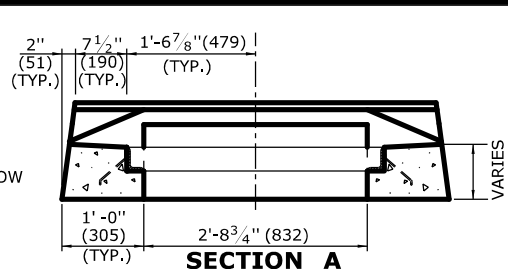
CTDOT
STANDARD SHEET
OFFICE OF ENGINEERING

STANDARD SHEET TITLE:
HEAVY DUTY LOCK DOWN TOPS

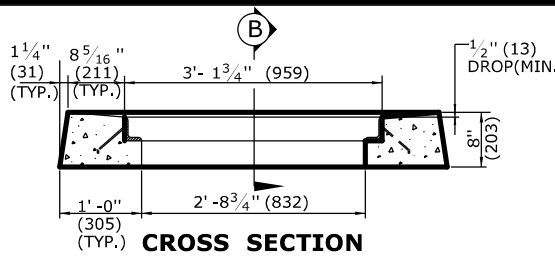
STANDARD SHEET NO.:
HW-507_09



**CROSS SECTION
TYPE "C" CATCH BASIN TOP**

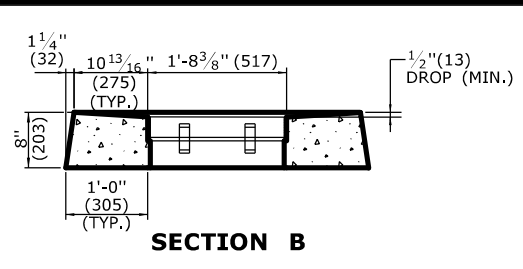


SECTION A



CROSS SECTION

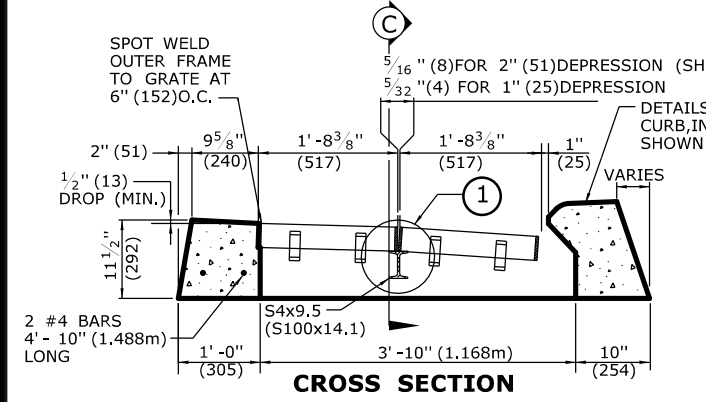
TYPE "C-L" CATCH BASIN TOP



SECTION B

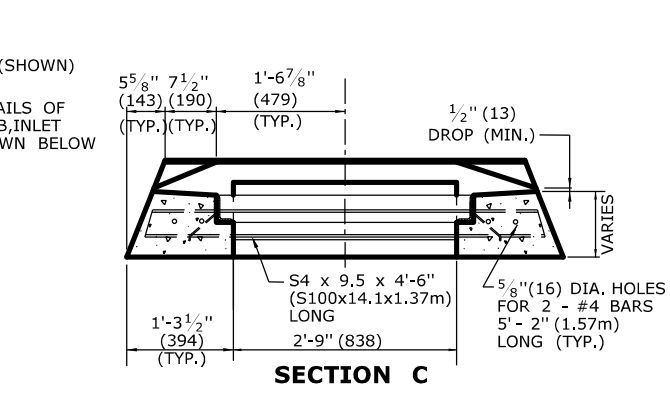
GENERAL NOTES:

1. FOR DETAILS OF FRAME AND GRATE SEE STANDARD SHEET HW-507-08.
2. ALL STEEL, EXCEPT REINFORCING BARS, SHALL BE GALVANIZED IN CONFORMANCE WITH SECTION M06.03 OF CONNECTICUT'S STANDARD SPECIFICATIONS.
3. ALL BARS SHALL HAVE A MINIMUM 2" (51) COVER.

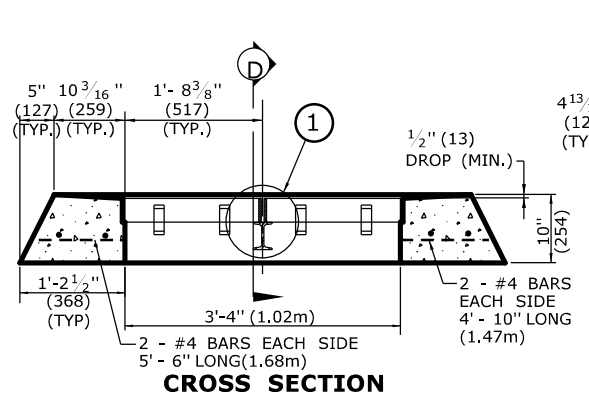


CROSS SECTION

TYPE "C" CATCH BASIN DOUBLE GRATE - TYPE I TOP

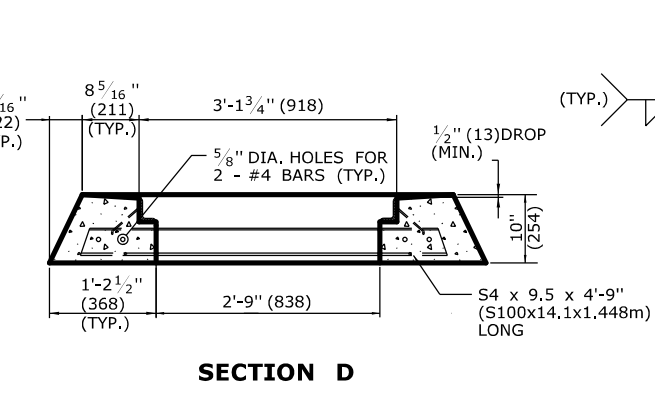


SECTION C

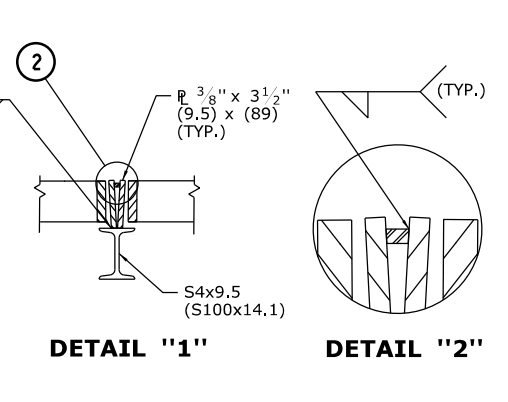


CROSS SECTION

TYPE "C-L" CATCH BASIN DOUBLE GRATE - TYPE I TOP

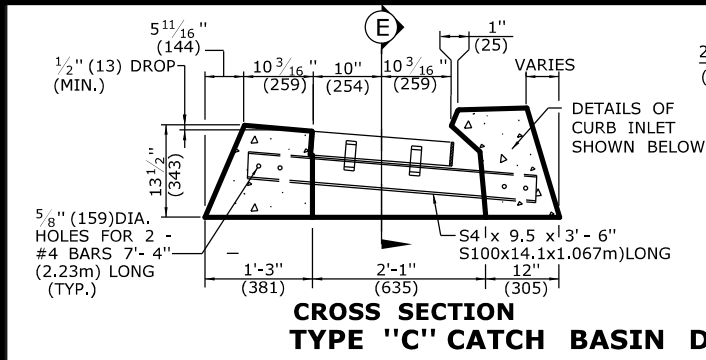


SECTION D



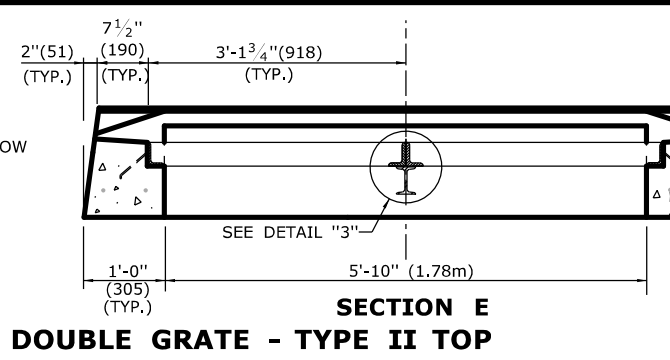
DETAIL "1"

DETAIL "2"

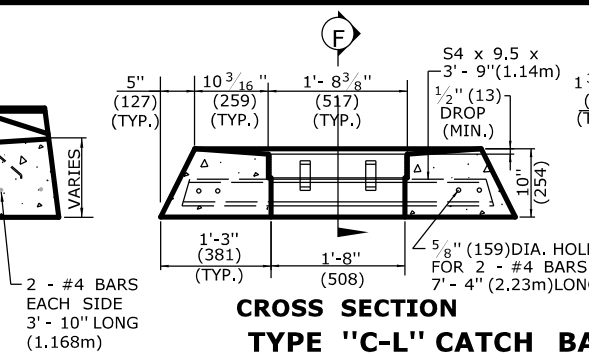


CROSS SECTION

TYPE "C" CATCH BASIN DOUBLE GRATE - TYPE II TOP

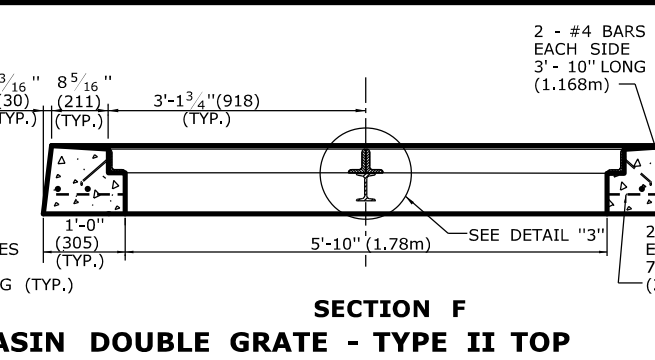


SECTION E

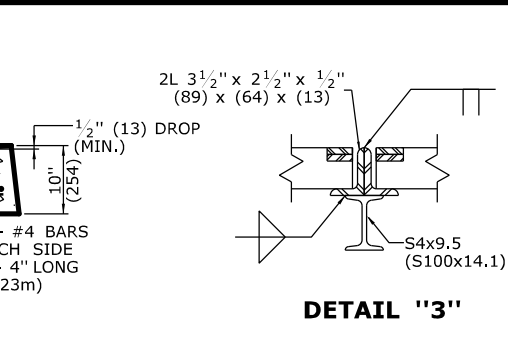


CROSS SECTION

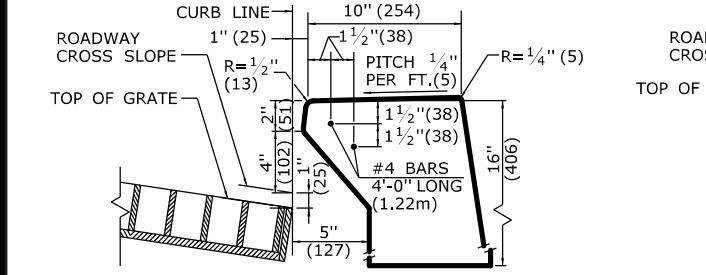
TYPE "C-L" CATCH BASIN DOUBLE GRATE - TYPE II TOP



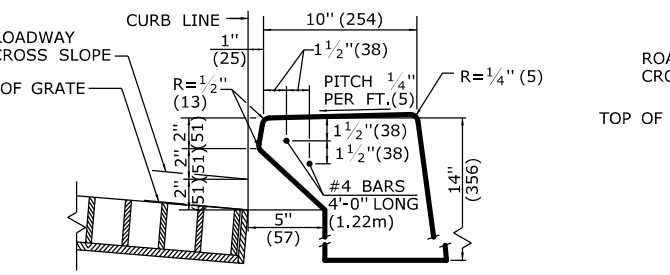
SECTION F



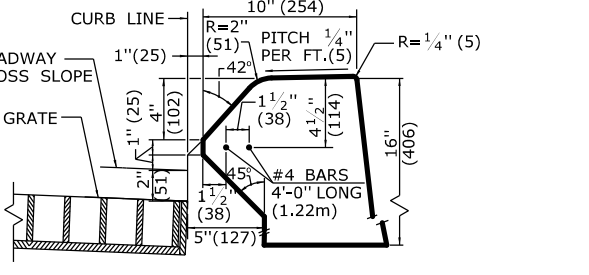
DETAIL "3"



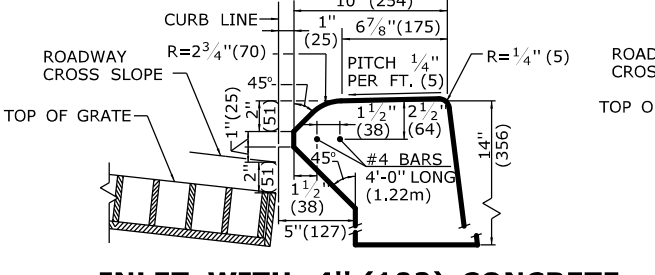
INLET WITH 6" (152) CONCRETE OR STONE CURBING FOR TYPE "C" CB



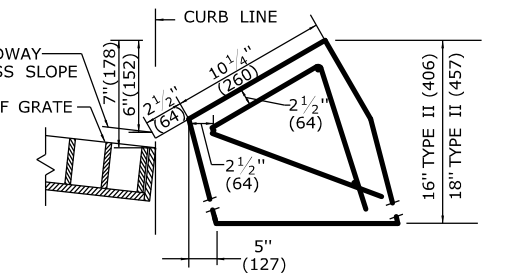
INLET WITH NO CURBING (PLAIN TYPE) FOR TYPE "C" CB



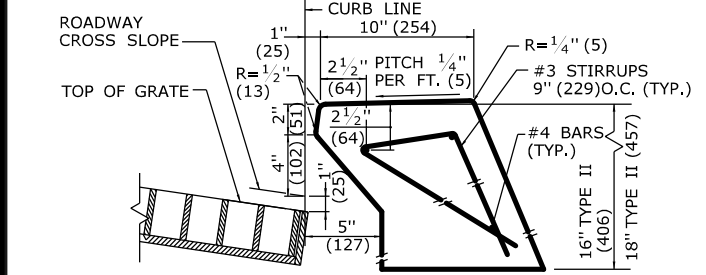
INLET WITH 6" (152) BITUMINIOUS CONCRETE LIP CURBING FOR TYPE "C" CB



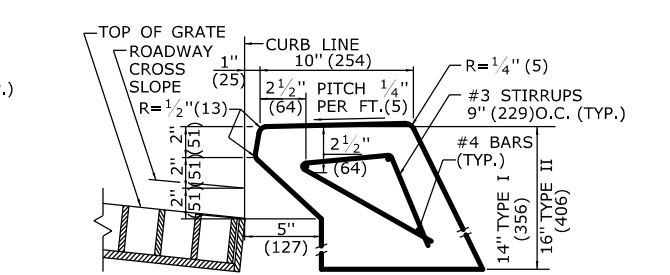
INLET WITH 4" (102) CONCRETE PARK CURBING FOR TYPE "C" CB



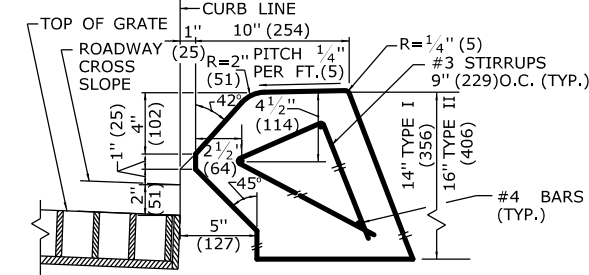
INLET WITH GRANITE SLOPE CURB FOR TYPE "C" CB



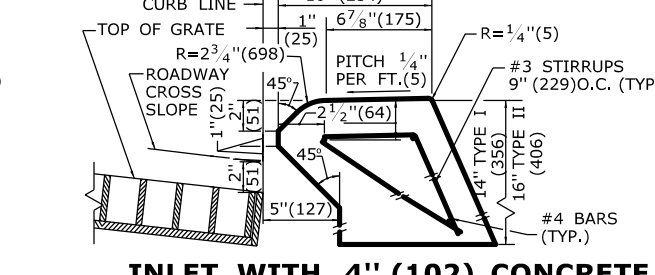
INLET WITH 6" (152) CONCRETE OR STONE CURBING FOR TYPE "C" CB DOUBLE GRATE TYPE I & II



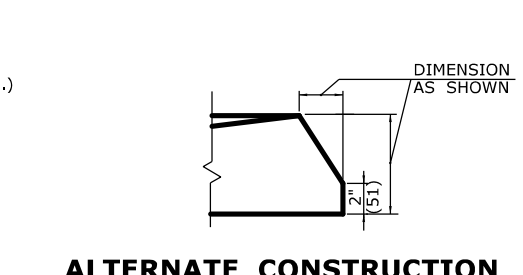
INLET WITH NO CURBING (PLAIN TYPE) FOR TYPE "C" CB DOUBLE GRATE TYPE I & II



INLET WITH 6" (152) BITUMINIOUS CONCRETE LIP CURBING FOR TYPE "C" CB DOUBLE GRATE TYPE I & II



INLET WITH 4" (102) CONCRETE PARK CURBING FOR TYPE "C" CB DOUBLE GRATE TYPE I & II



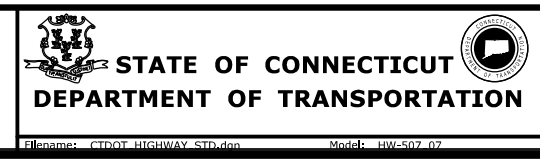
ALTERNATE CONSTRUCTION OF TYPE II TOP

ALL METRIC DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED

REV.	DATE	REVISION DESCRIPTION
1	16/01/10	REVISE CALL-OUT
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK, SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.

NOT TO SCALE



SUBMITTED BY: _____ NAME/DATE/TIME: _____

APPROVED BY: _____ NAME/DATE/TIME: _____

CTDOT
STANDARD SHEET

OFFICE OF ENGINEERING

STANDARD SHEET TITLE:
TYPE "C" & "C-L" CATCH BASIN TOPS AND CURBS

STANDARD SHEET NO.:
HW-507_07

EXHIBIT B PRICE SCHEDULE
PRECAST CONCRETE CATCH BASIN TOPS W/GRATES, FOB AT CONTRACTOR'S PLANT -
LOADED BY CONTRACTOR

ITEM #	DRAWING #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	TYPE-A GRATE	TYPE-B GRATE
1	HW-507_07	TYPE "C" CATCH BASIN TOP, PLAIN CURB TYPE	EA	<u>\$315.00</u>	<u>\$315.00</u>
2	HW-507_07	TYPE "C" CATCH BASIN TOP, 4" PARK CURB TYPE	EA	<u>\$315.00</u>	<u>\$315.00</u>
3	HW-507_09	TYPE "C" HEAVY DUTY LOCK DOWN TOPS, 4" PARK CURB TYPE	EA	<u>\$315.00</u>	<u>\$315.00</u>
4	HW-507_07	TYPE "C" CATCH BASIN TOP, 6" BITUMINOUS LIP CURB TYPE	EA	<u>\$315.00</u>	<u>\$315.00</u>
5	HW-507_07	TYPE "C" CATCH BASIN TOP, 6" CONCRETE OR STONE CURB TYPE	EA	<u>\$315.00</u>	<u>\$315.00</u>
6	HW-507_07	TYPE "C" CATCH BASIN TOP, GRANITE SLOPE CURB TYPE	EA	<u>\$315.00</u>	<u>\$315.00</u>
7	HW_507_07	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE I TOP, PLAIN CURB TYPE	EA	<u>\$770.00</u>	<u>\$770.00</u>
8	HW-507_07	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE I TOP, 4" PARK CURB TYPE	EA	<u>\$770.00</u>	<u>\$770.00</u>
9	HW-507_07	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE I TOP, 6" BITUMINOUS LIP CURB TYPE	EA	<u>\$770.00</u>	<u>\$770.00</u>
10	HW-507_07	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE I TOP, 6" CONCRETE OR STONE CURB TYPE	EA	<u>\$770.00</u>	<u>\$770.00</u>
11	HW-507_07	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II TOP, PLAIN CURB TYPE	EA	<u>\$770.00</u>	<u>\$770.00</u>
12	HW-507_07	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II TOP, 4" PARK CURB TYPE	EA	<u>\$770.00</u>	<u>\$770.00</u>
13	HW-507_07	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II TOP, 6" BITUMINOUS LIP CURB TYPE	EA	<u>\$770.00</u>	<u>\$770.00</u>

EXHIBIT B PRICE SCHEDULE
PRECAST CONCRETE CATCH BASIN TOPS W/GRATES, FOB AT CONTRACTOR'S PLANT -
LOADED BY CONTRACTOR

ITEM #	DRAWING #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	TYPE-A GRATE	TYPE-B GRATE
14	HW-507_07	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II TOP, 6" CONCRETE OR STONE CURB TYPE	EA	<u>\$770.00</u>	<u>\$770.00</u>
15	HW-507_07	TYPE "C-L" CATCH BASIN TOP	EA	<u>\$315.00</u>	<u>\$315.00</u>
16	HW-507_09	TYPE "C-L" HEAVY DUTY LOCK DOWN TOPS, 4" PARK CURB TYPE	EA	<u>\$680.00</u>	<u>\$680.00</u>
17	HW-507_07	TYPE "C-L" CATCH BASIN DOUBLE GRATE TYPE I TOP	EA	<u>\$765.00</u>	<u>\$765.00</u>
18	HW-507_07	TYPE "C-L" CATCH BASIN DOUBLE GRATE TYPE II TOP	EA	<u>\$765.00</u>	<u>\$765.00</u>
19	G	CATCH BASIN TOP AT BARRIER CURB WITH OR WITHOUT THROAT	EA	<u>\$310.00</u>	<u>\$310.00</u>
20	F	TYPE "C-G" CATCH BASIN TOP	EA	<u>\$315.00</u>	<u>\$315.00</u>

NOTE: The above items are to be in accordance with Drawing 507-K

**CONTRACT AWARD 12PSX0250
SUPPLEMENT #1**

EXHIBIT B PRICE SCHEDULE

PRECAST CONCRETE CATCH BASINS ITEMS, F.O.B. AT VENDOR'S PLANT – LOADED BY VENDOR

ITEM #	DRAWING #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	PRICE
21	HW-507_04	PRECAST CONCRETE 1-5/8" SPACER (GRADE RING), 5'4" X 4'4"	EACH	\$60.00
22	HW-507_04	PRECAST CONCRETE 2" SPACER (GRADE RING), 5'4" X 4'4"	EACH	\$45.00
23	HW-507_04	PRECAST CONCRETE TYPE "C" CATCH BASIN 6" REDUCER	EACH	\$80.00
24	HW-507_04	PRECAST CONCRETE TYPE "C" CATCH BASIN 8" REDUCER	EACH	\$90.00
25	HW-507_04	PRECAST CONCRETE TYPE "C" CATCH BASIN 12" REDUCER	EACH	\$100.00
26	HW-507_04	PRECAST CONCRETE TYPE "C" CATCH BASIN 18" REDUCER	EACH	NO AWARD
27	HW-507_04	PRECAST CONCRETE TYPE "C-L" CATCH BASIN 6" REDUCER	EACH	NO AWARD
28	HW-507_04	PRECAST CONCRETE TYPE "C-L" CATCH BASIN 8" REDUCER	EACH	\$90.00
29	HW-507_04	PRECAST CONCRETE TYPE "C-L" CATCH BASIN 12" REDUCER	EACH	NO AWARD
30	HW-507_04	PRECAST CONCRETE TYPE "C-L" CATCH BASIN 18" REDUCER	EACH	NO AWARD
31	HW-507_05	PRECAST CONCRETE DOUBLE GRATE TYPE I CATCH BASIN 6" REDUCER TYPE "C"	EACH	NO AWARD
32	HW-507_05	PRECAST CONCRETE DOUBLE GRATE TYPE I CATCH BASIN 8" REDUCER TYPE "C"	EACH	\$100.00
33	HW-507_05	PRECAST CONCRETE DOUBLE GRATE TYPE I CATCH BASIN 12" REDUCER TYPE "C"	EACH	120.00
34	HW-507_05	PRECAST CONCRETE DOUBLE GRATE TYPE I CATCH BASIN 18" REDUCER TYPE "C"	EACH	NO AWARD
35	HW-507_06	PRECAST CONCRETE DOUBLE GRATE TYPE II CATCH BASIN 6" REDUCER TYPE "C-L"	EACH	NO AWARD
36	HW-507_06	PRECAST CONCRETE DOUBLE GRATE TYPE II CATCH BASIN 8" REDUCER TYPE "C-L"	EACH	\$100.00
37	HW-507_06	PRECAST CONCRETE DOUBLE GRATE TYPE II CATCH BASIN 12" REDUCER TYPE "C-L"	EACH	\$120.00
38	HW-507_06	PRECAST CONCRETE DOUBLE GRATE TYPE II CATCH BASIN 18" REDUCER TYPE "C-L"	EACH	NO AWARD
39	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 24" RISER	EACH	\$170.00
40	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 30" RISER	EACH	\$215.00
41	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 36" RISER	EACH	\$255.00
42	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 42" RISER	EACH	\$300.00
43	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 48" RISER	EACH	\$340.0
44	HW-507_05	PRECAST CONCRETE DOUBLE GRATE TYPE I CATCH BASIN 24" RISER TYPE "C"	EACH	\$360.00
45	HW-507_05	PRECAST CONCRETE DOUBLE GRATE TYPE I CATCH BASIN 30" RISER TYPE "C"	EACH	\$450.00
46	HW-507_05	PRECAST CONCRETE DOUBLE GRATE TYPE I CATCH BASIN 36" RISER TYPE "C"	EACH	\$540.00
47	HW-507_05	PRECAST CONCRETE DOUBLE GRATE TYPE I CATCH BASIN 48" RISER TYPE "C"	EACH	\$720.00
48	HW-507_06	PRECAST CONCRETE DOUBLE GRATE TYPE II CATCH BASIN 24" RISER TYPE "C-L"	EACH	\$360.00
49	HW-507_06	PRECAST CONCRETE DOUBLE GRATE TYPE II CATCH BASIN 30" RISER TYPE "C-L"	EACH	\$450.00
50	HW-507_06	PRECAST CONCRETE DOUBLE GRATE TYPE II CATCH BASIN 36" RISER TYPE "C-L"	EACH	\$540.00

**CONTRACT AWARD 12PSX0250
SUPPLEMENT #1**

EXHIBIT B PRICE SCHEDULE

PRECAST CONCRETE CATCH BASINS ITEMS, F.O.B. AT VENDOR'S PLANT – LOADED BY VENDOR

ITEM #	DRAWING #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	PRICE
51	HW-507_06	PRECAST CONCRETE DOUBLE GRATE TYPE II CATCH BASIN 48" RISER TYPE "C-L"	EACH	<u>\$720.00</u>
52	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 24" RISER, 4 KO W/ REDUCE WALL THICKNESS	EACH	<u>\$170.00</u>
53	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 30" RISER, 4 KO W/ REDUCE WALL THICKNESS	EACH	<u>\$215.00</u>
54	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 36" RISER, 4 KO W/ REDUCE WALL THICKNESS	EACH	<u>\$255.00</u>
55	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 42" RISER, 4 KO W/ REDUCE WALL THICKNESS	EACH	<u>\$300.00</u>
56	HW-507_04	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 48" RISER, 4 KO W/ REDUCE WALL THICKNESS	EACH	<u>\$340.00</u>
57	HW-507_04	PRECAST CONCRETE CATCH BASIN SUMP, 5'4" X 4'4", 1'6" MIN. DEPTH W/ 6" MIN. SLAB THICKNESS & 8" WALLS INCLUDING REINFORCING	EACH	<u>\$180.00</u>
58	HW-507_04	PRECAST CONCRETE CATCH BASIN SLAB 5'4" X 4'4" X 6" MIN. SLAB THICKNESS INCLUDING REINFORCING	EACH	<u>\$150.00</u>
59	HW-507_10	PRECAST CONCRETE MANHOLE 6" RISER	EACH	<u>NO AWARD</u>
60	HW-507_10	PRECAST CONCRETE MANHOLE 8" RISER	EACH	<u>NO AWARD</u>
61	HW-507_10	PRECAST CONCRETE MANHOLE 12" RISER	EACH	<u>\$60.00</u>
62	C	TRAFFIC CONTROL FOUNDATION PEDESTAL – TYPE I PRECAST	EACH	<u>\$145.00</u>
63	C	TRAFFIC CONTROL FOUNDATION CONTROLLER – TYPE IV PRECAST	EACH	<u>\$380.00</u>
64	C	PRECAST CONCRETE HANDHOLE TYPE II (WITH COVERS AND SCREWS)	EACH	<u>\$150.00</u>
65	C	PRECAST CONCRETE HANDHOLE TYPE II BANK ADAPTER	EACH	<u>\$85.00</u>
66	B	PRECAST CONCRETE LIGHT STANDARD FOUNDATION TYPE I	EACH	<u>\$480.00</u>
46a.	B	PRECAST CONCRETE HANDHOLE TYPE I (WITH RECESSED TYPE COVER AND SCREWS)	EACH	<u>\$240.00</u>
46b.	B	PRECAST CONCRETE HANDHOLE TYPE I (WITH OVERLAPPING TYPE COVER AND SCREWS)	EACH	<u>\$350.00</u>
47a.	B	PRECAST CONCRETE HANDHOLE TYPE III (WITH RECESSED TYPE COVER AND SCREWS)	EACH	<u>\$220.00</u>
47b.	B	PRECAST CONCRETE HANDHOLE TYPE III (WITH OVERLAPPING TYPE COVER AND SCREWS)	EACH	<u>\$315.00</u>
48.	A	PRECAST CONCRETE BOUNDARY & BASE LINE SURVEY MONUMENT W/ METAL DISC	EACH	<u>\$120.00</u>

EXHIBIT B PRICE SCHEDULE

UNIT PRICE DELIVERED AND UNLOADED INTO ANY LOCATION IN THE FOLLOWING DISTRICTS

<u>ITEM</u>	<u>DESCRIPTION OF COMMODITIES</u>										
	49-66 TO BE IN ACCORDANCE WITH DRAWING HW-507_08										
		<u>QUANTITY</u>	<u>DISTRICT I</u>		<u>DISTRICT II</u>		<u>DISTRICT III</u>		<u>DISTRICT IV</u>		
		<u>EACH</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	
49	TYPE "C" CATCH BASIN TOP, PLAIN CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		5 THRU 9	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		10 OR OVER	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
50	TYPE "C" CATCH BASIN TOP, 4" PARK CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		5 THRU 9	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		10 OR OVER	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
51	TYPE "C" CATCH BASIN TOP, 6" BITUMINOUS LIP CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		5 THRU 9	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		10 OR OVER	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
52	TYPE "C" CATCH BASIN TOP, 6" CONCRETE OR STONE CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		5 THRU 9	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		10 OR OVER	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
53	TYPE "C" CATCH BASIN TOP, GRANITE SLOPE CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		5 THRU 9	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
		10 OR OVER	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	<u>\$329.00</u>	
54	TYPE "C" CATCH BASIN DOUBLE GRATE, TYPE I TOP, PLAIN CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		5 THRU 9	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		10 OR OVER	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	

CONTRACT AWARD 12PSX0250
SUPPLEMENT #1

EXHIBIT B PRICE SCHEDULE

UNIT PRICE DELIVERED AND UNLOADED INTO ANY LOCATION IN THE FOLLOWING DISTRICTS

<u>ITEM</u>	<u>DESCRIPTION OF COMMODITIES</u>										
	49-66 TO BE IN ACCORDANCE WITH DRAWING HW-507_08										
		<u>QUANTITY</u>	<u>DISTRICT I</u>		<u>DISTRICT II</u>		<u>DISTRICT III</u>		<u>DISTRICT IV</u>		
		<u>EACH</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	
55	TYPE "C" CATCH BASIN DOUBLE GRATE, TYPE I TOP 4" PARK CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		5 THRU 9	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		10 OR OVER	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
56	TYPE "C" CATCH BASIN DOUBLE GRATE, TYPE I TOP 6" BITUMINOUS LIP CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		5 THRU 9	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		10 OR OVER	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
57	TYPE "C" CATCH BASIN DOUBLE GRATE, TYPE I TOP 6" CONCRETE OR STONE CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		5 THRU 9	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		10 OR OVER	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
58	TYPE "C" CATCH BASIN DOUBLE GRATE, TYPE II TOP, PLAIN CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		5 THRU 9	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		10 OR OVER	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
59	TYPE "C" CATCH BASIN DOUBLE GRATE, TYPE II TOP 4" PARK CURB TYPE, PER DRAWING HW-507_07	1 THRU 4	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		5 THRU 9	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	
		10 OR OVER	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	<u>\$780.00</u>	

EXHIBIT B PRICE SCHEDULE

UNIT PRICE DELIVERED AND UNLOADED INTO ANY LOCATION IN THE FOLLOWING DISTRICTS

<u>ITEM</u>	<u>DESCRIPTION OF COMMODITIES</u>		<u>DISTRICT I</u>		<u>DISTRICT II</u>		<u>DISTRICT III</u>		<u>DISTRICT IV</u>	
		<u>QUANTITY</u>	<u>TYPE A</u>	<u>TYPE B</u>	<u>TYPE A</u>	<u>TYPE B</u>	<u>TYPE A</u>	<u>TYPE B</u>	<u>TYPE A</u>	<u>TYPE B</u>
		<u>EACH</u>	<u>GRADE</u>	<u>GRADE</u>	<u>GRADE</u>	<u>GRADE</u>	<u>GRADE</u>	<u>GRADE</u>	<u>GRADE</u>	<u>GRADE</u>
	49-66 TO BE IN ACCORDANCE WITH DRAWING HW-507_08									
60	TYPE "C" CATCH BASIN DOUBLE GRATE, TYPE II TOP 6" BITUMINOUS LIP CURB TYPE, PER DRAWING HW-507_07	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>
61	TYPE "C" CATCH BASIN DOUBLE GRATE, TYPE II TOP 6" CONCRETE OR STONE CURB TYPE, PER DRAWING HW-507_07	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>
62	TYPE "C-L" CATCH BASIN TOP, PER DRAWING HW-507_07	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>
63	TYPE "C-L" CATCH BASIN DOUBLE GRATE TYPE I TOP, PER DRAWING HW-507_07	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>
64	TYPE "C-L" CATCH BASIN DOUBLE GRATE TYPE II TOP, PER DRAWING HW-507_07	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>	<u>\$780.00</u> <u>\$780.00</u> <u>\$780.00</u>
65	CATCH BASIN TOP AT BARRIER CURB WITH OR WITHOUT THROAT, PER DRAWING G	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>

EXHIBIT B PRICE SCHEDULE

UNIT PRICE DELIVERED AND UNLOADED INTO ANY LOCATION IN THE FOLLOWING DISTRICTS

<u>ITEM</u>	<u>DESCRIPTION OF COMMODITIES</u>										
	49-66 TO BE IN ACCORDANCE WITH DRAWING HW-507_08										
		<u>QUANTITY</u>	<u>DISTRICT I</u>		<u>DISTRICT II</u>		<u>DISTRICT III</u>		<u>DISTRICT IV</u>		
		<u>EACH</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	<u>TYPE A</u> <u>GRADE</u>	<u>TYPE B</u> <u>GRADE</u>	
66	TYPE "C-G" CATCH BASIN TOP, PER DRAWING F	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	<u>\$329.00</u> <u>\$329.00</u> <u>\$329.00</u>	
67	PRECAST CONCRETE 1-5/8" SPACER (GRADE RING) 5'4"x4'4" PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$60.00</u> <u>\$60.00</u> <u>\$60.00</u>	<u>\$60.00</u> <u>\$60.00</u> <u>\$60.00</u>	<u>\$60.00</u> <u>\$60.00</u> <u>\$60.00</u>	<u>\$60.00</u> <u>\$60.00</u> <u>\$60.00</u>	<u>\$60.00</u> <u>\$60.00</u> <u>\$60.00</u>	<u>\$60.00</u> <u>\$60.00</u> <u>\$60.00</u>	<u>\$60.00</u> <u>\$60.00</u> <u>\$60.00</u>	<u>\$60.00</u> <u>\$60.00</u> <u>\$60.00</u>	
68	PRECAST CONCRETE 2" SPACER (GRADE RING) 5'4"x4'4" PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$45.00</u> <u>\$45.00</u> <u>\$45.00</u>	<u>\$45.00</u> <u>\$45.00</u> <u>\$45.00</u>	<u>\$45.00</u> <u>\$45.00</u> <u>\$45.00</u>	<u>\$45.00</u> <u>\$45.00</u> <u>\$45.00</u>	<u>\$45.00</u> <u>\$45.00</u> <u>\$45.00</u>	<u>\$45.00</u> <u>\$45.00</u> <u>\$45.00</u>	<u>\$45.00</u> <u>\$45.00</u> <u>\$45.00</u>	<u>\$45.00</u> <u>\$45.00</u> <u>\$45.00</u>	
69	PRECAST CONCRETE TYPE "C" CATCH BASIN 6" REDUCER PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$90.00</u> <u>\$90.00</u> <u>\$90.00</u>	<u>\$90.00</u> <u>\$90.00</u> <u>\$90.00</u>	<u>\$90.00</u> <u>\$90.00</u> <u>\$90.00</u>	<u>\$90.00</u> <u>\$90.00</u> <u>\$90.00</u>	<u>\$90.00</u> <u>\$90.00</u> <u>\$90.00</u>	<u>\$90.00</u> <u>\$90.00</u> <u>\$90.00</u>	<u>\$90.00</u> <u>\$90.00</u> <u>\$90.00</u>	<u>\$90.00</u> <u>\$90.00</u> <u>\$90.00</u>	
70	PRECAST CONCRETE TYPE "C" CATCH BASIN 8" REDUCER PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	
71	PRECAST CONCRETE TYPE "C" CATCH BASIN 12" REDUCER PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$105.00</u> <u>\$105.00</u> <u>\$105.00</u>	<u>\$105.00</u> <u>\$105.00</u> <u>\$105.00</u>	<u>\$105.00</u> <u>\$105.00</u> <u>\$105.00</u>	<u>\$105.00</u> <u>\$105.00</u> <u>\$105.00</u>	<u>\$105.00</u> <u>\$105.00</u> <u>\$105.00</u>	<u>\$105.00</u> <u>\$105.00</u> <u>\$105.00</u>	<u>\$105.00</u> <u>\$105.00</u> <u>\$105.00</u>	<u>\$105.00</u> <u>\$105.00</u> <u>\$105.00</u>	

CONTRACT AWARD 12PSX0250
SUPPLEMENT #1

EXHIBIT B PRICE SCHEDULE

UNIT PRICE DELIVERED AND UNLOADED INTO ANY LOCATION IN THE FOLLOWING DISTRICTS

ITEM	DESCRIPTION OF COMMODITIES	QUANTITY	DISTRICT I		DISTRICT II		DISTRICT III		DISTRICT IV	
			TYPE A GRADE	TYPE B GRADE	TYPE A GRADE	TYPE B GRADE	TYPE A GRADE	TYPE B GRADE	TYPE A GRADE	TYPE B GRADE
		EACH								
72	PRECAST CONCRETE TYPE "C" CATCH BASIN 18" REDUCER, PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>
73	PRECAST CONCRETE TYPE "C-L" CATCH BASIN 6" REDUCER, PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>
74	PRECAST CONCRETE TYPE "C-L" CATCH BASIN 8" REDUCER, PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>	<u>\$95.00</u> <u>\$95.00</u> <u>\$95.00</u>
75	PRECAST CONCRETE TYPE "C-L" CATCH BASIN 12" REDUCER, PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>
76	PRECAST CONCRETE TYPE "C-L" CATCH BASIN 18" REDUCER, PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>	<u>NO AWARD</u> <u>NO AWARD</u> <u>NO AWARD</u>
77	PRECAST CONCRETE TYPE "C" & "C-L" 24" RISER, PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$180.00</u> <u>\$178.00</u> <u>\$178.00</u>	<u>\$180.00</u> <u>\$178.00</u> <u>\$178.00</u>	<u>\$180.00</u> <u>\$178.00</u> <u>\$178.00</u>	<u>\$180.00</u> <u>\$178.00</u> <u>\$178.00</u>	<u>\$180.00</u> <u>\$178.00</u> <u>\$178.00</u>	<u>\$180.00</u> <u>\$178.00</u> <u>\$178.00</u>	<u>\$180.00</u> <u>\$178.00</u> <u>\$178.00</u>	<u>\$180.00</u> <u>\$178.00</u> <u>\$178.00</u>

EXHIBIT B PRICE SCHEDULE

UNIT PRICE DELIVERED AND UNLOADED INTO ANY LOCATION IN THE FOLLOWING DISTRICTS

ITEM	DESCRIPTION OF COMMODITIES	QUANTITY	DISTRICT I		DISTRICT II		DISTRICT III		DISTRICT IV	
			EACH	TYPE A GRADE	TYPE B GRADE	TYPE A GRADE	TYPE B GRADE	TYPE A GRADE	TYPE B GRADE	TYPE A GRADE
78	PRECAST CONCRETE TYPE "C" & "C-L" 30" RISER, PER DRAWING HW-507_04	1 THRU 4	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
		5 THRU 9	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00
		10 OR OVER	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00
79	PRECAST CONCRETE TYPE "C" & "C-L" 36" RISER, PER DRAWING HW-507_04	1 THRU 4	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
		5 THRU 9	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00
		10 OR OVER	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00
80	PRECAST CONCRETE TYPE "C" & "C-L" 42" RISER, PER DRAWING HW-507_04	1 THRU 4	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
		5 THRU 9	\$312.00	\$312.00	\$312.00	\$312.00	\$312.00	\$312.00	\$312.00	\$312.00
		10 OR OVER	\$312.00	\$312.00	\$312.00	\$312.00	\$312.00	\$312.00	\$312.00	\$312.00
81	PRECAST CONCRETE TYPE "C" & "C-L" 48" RISER, PER DRAWING HW-507_04	1 THRU 4	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00
		5 THRU 9	\$356.00	\$356.00	\$356.00	\$356.00	\$356.00	\$356.00	\$356.00	\$356.00
		10 OR OVER	\$356.00	\$356.00	\$356.00	\$356.00	\$356.00	\$356.00	\$356.00	\$356.00
82	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 24" RISER, 4 KO W/REDUCE WALL THICKNESS PER DRAWING HW-507_04	1 THRU 4	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00
		5 THRU 9	\$178.00	\$178.00	\$178.00	\$178.00	\$178.00	\$178.00	\$178.00	\$178.00
		10 OR OVER	\$178.00	\$178.00	\$178.00	\$178.00	\$178.00	\$178.00	\$178.00	\$178.00
83	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 30" RISER, 4 KO W/REDUCE WALL THICKNESS PER DRAWING HW-507_04	1 THRU 4	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
		5 THRU 9	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00
		10 OR OVER	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00	\$223.00
84	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 36" RISER, 4 KO W/REDUCE WALL THICKNESS PER DRAWING HW-507_04	1 THRU 4	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
		5 THRU 9	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00
		10 OR OVER	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00	\$267.00

EXHIBIT B PRICE SCHEDULE

UNIT PRICE DELIVERED AND UNLOADED INTO ANY LOCATION IN THE FOLLOWING DISTRICTS

<u>ITEM</u>	<u>DESCRIPTION OF COMMODITIES</u>	<u>QUANTITY</u>	<u>DISTRICT I</u>		<u>DISTRICT II</u>		<u>DISTRICT III</u>		<u>DISTRICT IV</u>	
			<u>EACH</u>	<u>TYPE A GRADE</u>	<u>TYPE B GRADE</u>	<u>TYPE A GRADE</u>	<u>TYPE B GRADE</u>	<u>TYPE A GRADE</u>	<u>TYPE B GRADE</u>	<u>TYPE A GRADE</u>
85	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 42" RISER, 4 KO W/REDUCE WALL THICKNESS PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$315.00</u> <u>\$312.00</u> <u>\$312.00</u>	<u>\$315.00</u> <u>\$312.00</u> <u>\$312.00</u>	<u>\$315.00</u> <u>\$312.00</u> <u>\$312.00</u>	<u>\$315.00</u> <u>\$312.00</u> <u>\$312.00</u>	<u>\$315.00</u> <u>\$312.00</u> <u>\$312.00</u>	<u>\$315.00</u> <u>\$312.00</u> <u>\$312.00</u>	<u>\$315.00</u> <u>\$312.00</u> <u>\$312.00</u>	<u>\$315.00</u> <u>\$312.00</u> <u>\$312.00</u>
86	PRECAST CONCRETE CATCH BASIN TYPE "C" & "C-L" 48" RISER, 4 KO W/REDUCE WALL THICKNESS PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$360.00</u> <u>\$356.00</u> <u>\$356.00</u>	<u>\$360.00</u> <u>\$356.00</u> <u>\$356.00</u>	<u>\$360.00</u> <u>\$356.00</u> <u>\$356.00</u>	<u>\$360.00</u> <u>\$356.00</u> <u>\$356.00</u>	<u>\$360.00</u> <u>\$356.00</u> <u>\$356.00</u>	<u>\$360.00</u> <u>\$356.00</u> <u>\$356.00</u>	<u>\$360.00</u> <u>\$356.00</u> <u>\$356.00</u>	<u>\$360.00</u> <u>\$356.00</u> <u>\$356.00</u>
87	PRECAST CONCRETE CATCH BASIN SUMP, 5'4"X4'4", `6" MIN. DEPTH W/6" MIN. SLAB THICKNESS & 8" WALLS INCLUDING REINFORCING PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$195.00</u> <u>\$195.00</u> <u>\$195.00</u>	<u>\$195.00</u> <u>\$195.00</u> <u>\$195.00</u>	<u>\$195.00</u> <u>\$195.00</u> <u>\$195.00</u>	<u>\$195.00</u> <u>\$195.00</u> <u>\$195.00</u>	<u>\$195.00</u> <u>\$195.00</u> <u>\$195.00</u>	<u>\$195.00</u> <u>\$195.00</u> <u>\$195.00</u>	<u>\$195.00</u> <u>\$195.00</u> <u>\$195.00</u>	<u>\$195.00</u> <u>\$195.00</u> <u>\$195.00</u>
88	PRECAST CONCRETE CATCH BASIN SLAB, 5'4"X4'4", `6" MIN. SLAB THICKNESS INCLUDING REINFORCING PER DRAWING HW-507_04	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>
89	TRAFFIC CONTROL FOUNDATION PEDESTAL – TYPE I PRECAST, PER DRAWING C	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>	<u>\$150.00</u> <u>\$150.00</u> <u>\$150.00</u>
90	TRAFFIC CONTROL FOUNDATION CONTROLLER – TYPE IV PRECAST, PER DRAWING C	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$400.00</u> <u>\$400.00</u> <u>\$400.00</u>	<u>\$400.00</u> <u>\$400.00</u> <u>\$400.00</u>	<u>\$400.00</u> <u>\$400.00</u> <u>\$400.00</u>	<u>\$400.00</u> <u>\$400.00</u> <u>\$400.00</u>	<u>\$400.00</u> <u>\$400.00</u> <u>\$400.00</u>	<u>\$400.00</u> <u>\$400.00</u> <u>\$400.00</u>	<u>\$400.00</u> <u>\$400.00</u> <u>\$400.00</u>	<u>\$400.00</u> <u>\$400.00</u> <u>\$400.00</u>
91	PRECAST CONCRETE HANDHOLE TYPE II, PER DRAWING C (WITH COVER AND SCREWS)	1 THRU 4 5 THRU 9 10 OR OVER	<u>\$160.00</u> <u>\$160.00</u> <u>\$160.00</u>	<u>\$160.00</u> <u>\$160.00</u> <u>\$160.00</u>	<u>\$160.00</u> <u>\$160.00</u> <u>\$160.00</u>	<u>\$160.00</u> <u>\$160.00</u> <u>\$160.00</u>	<u>\$160.00</u> <u>\$160.00</u> <u>\$160.00</u>	<u>\$160.00</u> <u>\$160.00</u> <u>\$160.00</u>	<u>\$160.00</u> <u>\$160.00</u> <u>\$160.00</u>	<u>\$160.00</u> <u>\$160.00</u> <u>\$160.00</u>

CONTRACT AWARD 12PSX0250
SUPPLEMENT #1

EXHIBIT B PRICE SCHEDULE

UNIT PRICE DELIVERED AND UNLOADED INTO ANY LOCATION IN THE FOLLOWING DISTRICTS

ITEM	DESCRIPTION OF COMMODITIES	QUANTITY	DISTRICT I		DISTRICT II		DISTRICT III		DISTRICT IV	
			EACH	TYPE A GRADE	TYPE B GRADE	TYPE A GRADE	TYPE B GRADE	TYPE A GRADE	TYPE B GRADE	TYPE A GRADE
92	PRECAST CONCRETE HANDHOLE TYPE II, BANK ADAPTER PER DRAWING C	1 THRU 4	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
		5 THRU 9	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
		10 OR OVER	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
93	PRECAST CONCRETE LIGHT STANDARD FOUNDATION, TYPE I, PER DRAWING B	1 THRU 4	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00
		5 THRU 9	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00
		10 OR OVER	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00	\$490.00
94A	PRECAST CONCRETE HANDHOLE, TYPE I PER DRAWING B (WITH RECESSED TYPE COVER & SCREWS)	1 THRU 4	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
		5 THRU 9	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
		10 OR OVER	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
94B	PRECAST CONCRETE HANDHOLE, TYPE I PER DRAWING B (WITH OVERLAPPING TYPE COVER & SCREWS)	1 THRU 4	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00
		5 THRU 9	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00
		10 OR OVER	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00
95A	PRECAST CONCRETE HANDHOLE, TYPE III, PER DRAWING B (WITH RECESSED TYPE COVER & SCREWS)	1 THRU 4	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
		5 THRU 9	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
		10 OR OVER	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
95B	PRECAST CONCRETE HANDHOLE, TYPE III, PER DRAWING B (WITH OVERLAPPING TYPE COVER & SCREWS)	1 THRU 4	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00
		5 THRU 9	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00
		10 OR OVER	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00
96	PRECAST CONCRETE BOUNDARY & BASELINE SURVEY MONUMENT WITH METAL DISC, PER DRAWING A	1 THRU 4	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
		5 THRU 9	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
		10 OR OVER	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00

LOCATION OF CONTRACTORS PLANT: 173, CHURCH STREET, YALESVILLE CT

WHEN DELIVEYR IS REQUESTED, PRECAST CONCRETE UNITS SHALL BE UNLOADED BY CONTRACTOR AT THE POINT OF DESTINATION WITH THEIR OWN FORCES AND EQUIPMENT. CONTRACTOR MAY BE REQUIRED TO DELIVER UNITS WITHIN SEVEN (7) DAYS AFTER RECEIPT OF PURCHASE ORDER, UNLESS OTHERWISE DIRECTED.



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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