

PROJECT SPECIFICATIONS

For

Niantic River Boardwalk Deck Replacement



Main Street / Route 156

East Lyme, Connecticut

Daniel R. Cunningham, First Selectman

Bid #2027-001

July, 2026

By
T o w n o f E a s t L y m e E n g i n e e r i n g
D e p a r t m e n t

108 Pennsylvania Ave.
Niantic, CT 06357
(860) 691-4112

INDEX TO SPECIAL PROVISIONS

Note: This index has been prepared for the convenience of those using this contract with the sole express purpose of providing an overview of documents and locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this index shall not be considered part of the contract.

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PART 1 – BID MATERIAL

Niantic River Boardwalk Deck Replacement INVITATION TO BID

Sealed bids for the construction of the following project will be received by the Town of East Lyme, Connecticut at the East Lyme Town Hall Engineering Office, 108 Pennsylvania Avenue, until **2:00 p.m., Thursday, August 20, 2026**, after which time they will be publicly opened and read aloud.

The work consists of 558 LF of 10' wide deck replacement at a boardwalk between Niantic River and Route 156. The Niantic River Boardwalk is approximately 586 LF with a portion of decking already replaced. The bid price shall include all equipment, tools, materials, hardware, traffic control, and labor incidental to the completion of this project.

The Town of East Lyme hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and that they will not be discriminated against on the grounds of race, color, national origin or sex, in consideration for this award. This project is subject to prevailing wage rates in accordance with current schedule of wages established by the State Labor Commissioner as provided in the General Statutes of Connecticut, as revised; and contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

Plans, specifications and proposals for the above project may be reviewed under the Finance Department menu at eltownhall.com or at the East Lyme Town Hall Engineering Office. Copies may be obtained for a non-refundable fee of fifty dollars (\$20.00) per set.

Questions will be received regarding the bid until **Thursday August 13, 2026** in the case that addendum must be prepared and published. Addendums posted on this project & inclusion of the addendums with the bid package may be required. Addendums and notice of requirements will be posted on the Town's website.

To be on a bidders list email aklose@eltownhall.com. To ensure inclusion on the bidders list for communications related to the bid, request a response email.

A Pre-Bid Site Meeting will occur on Thursday August 6, 2026 at 10 am the Cini Park (22 Main St. / Rt. 156). The Town reserves the right to disqualify any bid from a Contractor not represented at the Pre-Bid Site Meeting.

The Town of East Lyme reserves the right to reject any and all bids.

TOWN OF EAST LYME IS AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

All qualified applicants will receive consideration and not be discriminated against on the grounds of race, color, religion, sex, national origin, age, or disability.

MBE/WBE & SBE's are encouraged to bid.

BID INSTRUCTIONS AND GENERAL CONDITIONS

1. "Town" refers to the Town of East Lyme. "Town Engineer" refers to the Town Engineer or his/her representative. "Contractor" refers to successful bidder (company contracted by Town to perform work under this contract).
2. Each bidder's proposal shall include, completed in full, Bid Proposal Submission Checklist (including all required documents on list), and any other specifications pages requiring vendor response shall be enclosed in an envelope which shall be sealed and clearly labeled with the words **"Niantic River Boardwalk Deck Replacement, the Bidder's Name, and the Date and Time of the Bid Opening,"** in order to guard against premature opening of the bid.
3. Bids must be made out and signed in the name of the person or business entity which shall perform the work, and if a corporation, it must be fully and properly executed by a person authorized to act on behalf of the corporation.
4. Bids shall be received at the office of the East Lyme Town Engineer at the East Lyme Town Hall, Niantic, Connecticut, until **2:00 p.m., Thursday, August 20, 2026** and then at said office publicly opened and read aloud. The award shall be made at a later date by the Town after review of qualified bidders.
5. Bids may be withdrawn prior to the time set for opening bids, but bids may not be re-filed after they have been withdrawn. Bids received later than the time and date specified shall not be considered.
6. Bidders shall bid the project, with all specifications and conditions as stated in this Project Specifications and Bid Documentation package to be performed, as a lump sum. The town reserves the right to award the Contract on the base bid cost or with any combination of additional options. The low bidder, for purposes of award shall be the reasonable and responsible bidder offering the lowest cost proposal (base and options, as applicable) within the funds available for the project.
7. The Town of East Lyme reserves the right to reject any or all bids, and to waive informalities or technical defects.
8. Goods and services provided to the Town of East Lyme are exempt from Federal Excise Taxes and the Sale and Use Tax of the State of Connecticut.
9. The successful bidder will be required to furnish both a Performance Bond and a Labor and Materials Payment Bond each in the full amount of the construction costs. Bonds shall be executed by the successful bidder as principal with a surety satisfactory to the Town.
10. The successful bidder shall secure and maintain such insurance as shall protect him from claims under Workers' Compensation Acts. He/she shall secure and maintain general liability injury, death or property damage, which may arise from the performance of his service under this contract. He/she shall designate the Town and the State of Connecticut as additional named insureds in his/her general liability policy, and shall furnish the Town with proof of coverage which he/her, as part of this contract, must carry. The Contractor and Subcontractors and other interests shall be so named. This policy shall insure against all risks of physical damage except as modified by the Contract Documents and subject to the normal all risk exclusions. The provisions of this paragraph shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his/her subcontractors.

Proof of minimum coverage (certificate) shall be submitted with the bid, see **INSURANCE REQUIREMENTS** section of this bid package for more information.

11. The Town shall not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work and to complete it within the time specified in the contract. As part of this proposal, the Contractor and Subcontractors shall complete the attached Project References, which shall describe similar and successfully completed jobs. Relevance to the proposed job shall be determined by the Town. The name, address and telephone number of a contact person involved with each of these projects must be included so that they can be contacted prior to executing a contract.
12. The successful bidder must be prepared to execute the contract within ten (10) calendar days after receipt of notice of the award of the contract.
13. After the award notice the Contractor shall provide the East Lyme Engineering Department a construction project schedule showing proposed dates of commencement and completion of each of the various components of work required under this Contract, and a Quality Control Plan with contact information for key members of the Contractor's team.
14. The successful bidder must be prepared to commence work on **October 5, 2026**. The approximate project schedule for 2026 is as follows:

i.	August 6	10 am Pre-Bid Site Walk
ii.	August 13	Questions due by 5pm
iii.	August 20	2 pm Bid Opening
iv.	August 27	Notice of Award
v.	September 9	Contract Signing & Notice to Proceed
vi.	October 5	Construction Start
vii.	November 18	End of Period of Performance & Contract Close-Out
15. If the contractor is delayed in the completion of the work by changes ordered in the work, or by weather conditions, strikes, lockouts, fire, unusual delay by common carriers or other causes beyond the contractor's control, he shall make a written request for an extension of time within which the contract may be completed. Such request shall be submitted to the Town not less than twenty (20) days before the date on which the work described in the contract is to be completed. Any such extension shall be in writing, and signed by the Town's representative.
16. The Town shall retain an amount equal to five percent (5%) of the final contract price for one year from time of contract completion. This retainage shall serve as a one-year guarantee on all work associated with this contract and shall be used at the Town's discretion to correct any construction deficiencies which may arise for one year following completion of this contract.
17. If requested by the Contractor, a percentage of the Contract may be paid monthly at the discretion of the Town Engineer to an equivalent percentage of work performed. Upon completion of the project, the contractor shall submit a statement (minus any applicable retainage) for payment which shall be paid within fifteen (15) days after approval by the First Selectman or his/her agent and following receipt of all lien waivers (as applicable). Acceptance of such payment by the contractor shall constitute a release of all claims against the Town arising under or by virtue of this contract except such claims, if any, as may be specifically exempted from the operations of the release by the contractor in his statement for payment.

18. Prior to final payment, the contractor shall provide the Town with lien waivers verifying payment to all subcontractors for amounts due, whether for labor performed or materials furnished, when either is associated with this contract.
19. The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such labor performed or for materials furnished.
20. The Town Engineering Department, or their representatives shall perform all construction inspections. The contractor is to notify the Town Engineer of any discrepancies as they arise and proceed as agreed upon.
21. The Town Engineering Department must be given 72 hours notice to complete inspections. Notice applies to consecutive Town recognized workdays. Inspectors are not available outside of Town Hall hours, on weekends or Town approved holidays unless agreed upon in advance. Activities requiring Town inspections (i.e. steel driving, concrete pours, backfilling, paving etc.) must be accomplished when inspectors are available. It is the contractor's responsibility to verify holidays and no-inspection coverage ahead of time.
22. The contractor agrees that the Town may make changes to the plans for the work that may be deemed necessary during the progress of work. The Town may also change the amount of work to be performed under this contract without invalidating this contract. If any such changes are made, they shall be made by written change order signed by the Town's representative.
23. The contractor is responsible for horizontal and vertical control & layout as required.
24. Unless otherwise indicated in this Bid Document, "Description," "Materials," & "Construction Methods," for all items shall conform to Form 819 or latest revision "State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction".
25. The Contractor is responsible for locating all underground utilities by notifying "Call Before You Dig" in compliance with Public Act 77-350 and 81-146.
26. The Contractor is responsible for maintenance and protection of traffic. Should a dangerous or potentially unsafe condition arise affecting pedestrian or vehicular traffic, the Contractor shall immediately stop the project, make every reasonable effort to correct the situation, and notify the Town Engineer or the police if warranted.
27. Should the possibility of irreparable damage to the dam and/or a breach occur, the Contractor shall immediately stop the project, make every reasonable effort to correct the situation, and notify the Town Engineer or the police if warranted.
28. The Contractor shall assume all liability for claims resulting from damage or injury associated with this project including the maintenance and protection of traffic.
29. The successful bidder shall indemnify and hold harmless the Town against any liability arising out of negligent acts, errors, or omissions of the bidder, his employees or agents.

END OF INSTRUCTIONS AND GENERAL CONDITIONS

BID PROPOSAL SUBMISSION CHECKLIST

The following is a checklist of required documents to be completed, included and submitted to the East Lyme Engineering Department as part of the Bidder's proposal:

- ☐ PROJECT REFERENCES
- ☐ NON-COLLUSION AFFIDAVIT
- ☐ PROOF OF INSURANCE (CERTIFICATE)
- ☐ BID PROPOSAL FORM(S)

PROJECT REFERENCES

Name and Contact Information:	Project Description:

(Please attach additional sheets if necessary.)

SWORN STATEMENT BY SUCCESSFUL BIDDER

Title 23. United States Code, Section 112 (f)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

NON-COLLUSION AFFIDAVIT

This entire document must be completed, notarized and attached to your bid proposal. Failure to do so will result in the rejection of your Bid. A separate affidavit must be submitted by each principal of a Joint Venture.

TOWN OF EAST LYME
Bid Proposal, Niantic River Boardwalk Deck Replacement

I, _____, acting in behalf of
(Name of Person Signing Affidavit)
_____ of which I am (the) (a)
(Name of Bidder i.e. Person or Organization)
_____, submitting a bid for the above project, certify and affirm in accordance
(Title)

with Part 635.112 of Title 23, U.S. Code of Federal Regulations, that the

_____ has neither directly or indirectly
(Name of Bidder i.e. Person or Organization)

entered into any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statement made herein may be the subject of criminal prosecution.

(Name of Bidder i.e. Person or Organization)

(Signature and Title of Official)

Subscribed and sworn to before me, this _____ day of _____, _____.

Notary Public/Commissioner of the Superior Court

My Commission Expires _____.

Certificate of Authority

I, _____, certify that I am (the) (a) _____ of the
(Name) (Title)
organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such
papers that require the seal; that _____, who signed said
(Name)
instrument on behalf of the Organization was then (the) (a) _____
(Title)
of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

_____ (Corporate Seal, if applicable)
Signature of Certifying Person

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit.

INSURANCE REQUIREMENTS

The successful bidder shall secure and maintain general liability insurance covering injury, death and/or property damage which may arise from performance of work under this contract in the amount of at least:

1. Commercial General Liability:
 - General Aggregate: \$2,000,000
 - Products/Completed Operations Aggregate: \$2,000,000
 - Each Occurrence: \$1,000,000
2. Automobile Liability:
 - Each Accident: \$1,000,000
3. Excess (umbrella Liability) Liability: \$5,000,000
4. Workers' Compensation and Employer's Liability:
 - Statutory Workers Compensation
 - \$1,000,000 each accident / \$1,000,000 disease-policy limit / \$1,000,000 disease-each employee

The Contractor shall designate the Town of East Lyme and the State of Connecticut as additional insureds for general liability and products-completed operations hazard, auto liability, excess liability, employer's liability, professional liability, and pollution liability. The successful bidder shall furnish the Town with proof of the required insurance and coverage limits. The provisions of these requirements shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.

INDEMNIFICATION

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

In addition to the Contractor's obligation to indemnify the Town, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Town from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent; such obligation arises at the time such claim is given to the Contractor by the Town and continues at all times thereafter through disposition of the claim. The Contractor's insurance policies will respond on a primary and noncontributory basis; that they are primary and will not seek contribution from any other insurance available to the additional insured. The Contractor waives their right to recovery and waives their right to subrogate in favor of the Town of East Lyme.

**PART 2 – STATE FUNDED CONTRACT PROVISIONS
& PREVAILING WAGE RATES**

Construction Contracts - Required Contract Provisions (State Funded Only Contracts)

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1. Specific Equal Employment Opportunity Responsibilities
2. Contract Wage Rates
3. Americans with Disabilities Act of 1990, as Amended
4. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List - Limitation on Awarding Contracts
 - c. Construction Safety and Health Course
 - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
 - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
6. Executive Orders (State of CT)
7. Non-Discrimination Requirement and Certification (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
8. Whistleblower Provision
9. Connecticut Freedom of Information Act
 - a. Disclosure of Records
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17. Tangible Personal Property
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19. Consulting Agreements Representation
20. Sovereign Immunity
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23. Iran Investment Energy Certification
24. Access to Contract and State Data
25. Affirmative Action Policy Statement
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- EXHIBIT A - Specific Equal Employment Opportunity Responsibilities (page 16)
EXHIBIT B - Affirmative Action Policy Statement (page 26)
EXHIBIT C - Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 30)
EXHIBIT D - State Wage Rates and Other Related Information (page 38)

1. Specific Equal Employment Opportunity Responsibilities

The Contractor shall comply with the Specific Equal Employment Opportunity requirements, as applicable, attached at Exhibit A and hereby made part of this Contract.

2. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit D hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 818), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

3. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

4. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates.

The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to

any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by: Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

6. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

7. Non-Discrimination

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

- i. "Commission" means the Commission on Human Rights and Opportunities;

- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "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 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;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "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
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally

recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b)** (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c)** Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d)** The Contractor shall develop and maintain adequate documentation, in a manner

prescribed by the Commission, of its good faith efforts.

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

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

8. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

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.

9. Connecticut Freedom of Information Act

- (a) **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.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply, and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5) (A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

10. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

11. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State

of Connecticut, as revised.

12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit B, and hereby made part of this Contract.

13. Forum and Choice of Law

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

14. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

15. 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. For the purposes of this Section, "Contractor Parties" means the 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.

- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor 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 Agreement, or (ii) the expiration or earlier termination of this Agreement, 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.
- (e) 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.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

16. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received 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.

17. 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.

18. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially, and anonymity respected.

19. Consulting Agreement Representation

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office

of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

20. Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation 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.

21. Large State Contract Representation for Contractor

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or

principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

22. Large State Contract Representation for Official or Employee of State Agency

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

23. Iran Investment Energy Certification

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

24. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

25. Affirmative Action Policy Statement

The Contractor shall comply with the Affirmative Action Policy Statement, as applicable, attached at Exhibit B and hereby made part of this Contract.

26. Compliance with Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

EXHIBIT A

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES October 2023

1. General:

- a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:
 - Contractors and Subcontractors
 - Consultants and Subconsultants
 - Suppliers of Materials and Vendors (where applicable)
 - Municipalities (where applicable)
 - Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

2. Equal Employment Opportunity Policy:

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT the contractor's commits to complying with federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

3. Project Workforce Utilization Goals:

These goals are applicable to all construction projects performed in the covered area work (whether the project is federal or state funded). If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

a. Appendix A establishes the goals for minority and female utilization in all crafts statewide on all State Funded construction projects.

b. Appendix B establishes the goals for minority and female utilization in all crafts statewide on Federally assisted or funded construction projects.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

State Utilization Goals See Appendix A
Federal Utilization Goals See Appendix B

4. Executive Order 11246

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal

Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the workforce utilization goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to CTDOT when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other

information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs that which expressly target minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations. Review at least annually, the company EEO Policy and affirmative action obligations with all employees having any responsibility for hiring, assignments, layoffs, terminations, or other employment decisions, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

g) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

h) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

i) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the project worksite and in other areas of the Contractor's workforce.

j) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

k) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for opportunities through appropriate training opportunities.

l) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

m) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

o) Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations:

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps so as to achieve maximum results from its efforts to ensure equal

employment opportunity.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program). The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work- force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

5. Subcontracting:

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Office of Equity.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

6. Records and Reports:

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 1. The number of minority and non-minority group members and women employed in each classification on the project.
 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of minority group

subcontractors or subcontractors with meaningful minority and female representation among their employees.

5. Records of internal and external communication and outreach to document its affirmative efforts.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation.

c. For Federal Highway Administration funded projects only:

The Company will submit an annual report to CTDOT each July or as otherwise directed, for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409 and 1415 as required by CTDOT.

STATE FUNDED PROJECTS (only)

APPENDIX A**(Labor Market Goals)****LABOR MARKET AREA GOAL****Minority****Female**

Bridgeport				22.7%
1.4%				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury				10.7%
3.8%				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
Danielson				4.3%
1.8%				
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
Hartford				13.7%
2.1%				
Andover	Ashford	Avon	Barkhamsted	
Belin	Bloomfield	Bolton	Bristol	
Burlington	Canton	Chaplin	Colchester	
Columbia	Coventry	Cromwell	Durham	
East Granby	East Haddam	East Hampton	East Hartford	
East Windsor	Ellington	Enfield	Farmington	
Glastonbury	Granby	Haddam	Hartford	
Harwinton	Hebron	Lebanon	Manchester	
Mansfield	Marlborough	Middlefield	Middletown	
Newington	Plainville	Plymouth	Portland	
Rocky Hill	Simsbury	Somers	South Windsor	
Southington	Stafford	Suffield	Tolland	
Vernon	West Hartford	Wethersfield	Willington	
Winchester	Windham	Windsor	Windsor Locks	
Lower River				4.3%
1.8%				
Chester	Deep River	Essex	Old Lyme	
Westbrook				

LABOR MARKET AREA GOAL
Female

Minority

New Haven				17.9%
3.1%				
Bethany	Branford	Cheshire	Clinton	
East Haven	Guilford	Hamden	Killingworth	
Madison	Meriden	New Haven	North Branford	
North Haven	Orange	Wallingford	West Haven	
Woodbridge				
New London				7.4%
3.1%				
Bozrah	Canterbury	East Lyme	Franklin	
Griswold	Groton	Ledyard	Lisbon	
Montville	New London	North Stonington	Norwich	
Old Lyme	Old Saybrook	Plainfield	Preston	
Salem	Sprague	Stonington	Waterford	
Hopkinton	RI – Westerly Rhode Island			
Stamford				33.2%
2.1%				
Darien	Greenwich	New Canaan	Norwalk	
Stamford	Weston	Westport	Wilton	
Torrington				4.3%
1.8%				
Canaan	Colebrook	Cornwall	Goshen	
Hartland	Kent	Litchfield	Morris	
Norfolk	North Canaan	Salisbury	Sharon	
Torrington	Warren			
Waterbury				12.4%
1.6%				
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

EXHIBIT B**AFFIRMATIVE ACTION POLICY STATEMENT (October 2023)**

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre-apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

Dissemination of Policy:

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; “An Affirmative Action/Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor’s compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.) The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to an individual’s race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual

disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm’s Affirmative Action

Program rests with the Chief Executive Officer of this firm.

Rev. 4/24/2019

EXHIBIT C

Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor 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 State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, 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 is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department 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 (hereinafter 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
 - (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 Contractor.
 - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1

of this Contract.

- (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 parts 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 parts 164, subpart A and C.
 - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in section 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 ensure 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 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees 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.
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; if so, include 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.

E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notification's 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. 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.

(2) Effect of Termination

- (A) Except as provided in (l)(2) of this Section of the Contract, 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. 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.
- (4) 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.
- (5) 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.
- (6) 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.

Sec. 31-53b. Worker training requirements for public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or, in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
**To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

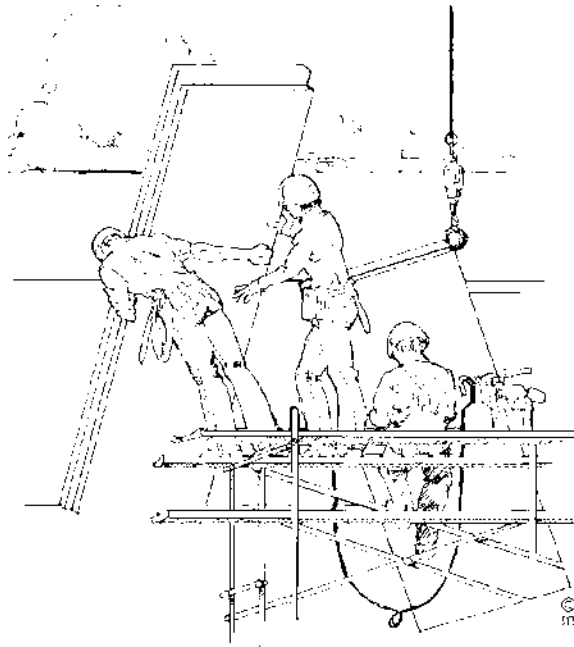
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860) 263-6790.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109							
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:											
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																									
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION		DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY								
						S	M	T	W	TH	F	S				Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	FEDERAL			STATE	LIST OTHER						
				Trade License Type & Number - OSHA 10 Certification Number		HOURS WORKED EACH DAY																							
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
12/9/2013												*IF REQUIRED																	
WWS-CP1												*SEE REVERSE SIDE												PAGE NUMBER ____OF					

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____
- 4) Disability_____
- 2) Pension or retirement _____
- 5) Vacation, holiday_____
- 3) Life Insurance _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as
Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.
2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

Weekly Payroll Certification For Public Works Projects (Continued)				PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Week-Ending Date: Contractor or Subcontractor Business Name:						
WEEKLY PAYROLL																				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S	FICA				FEDERAL	STATE	LIST OTHER			
			Trade License Type & Number - OSHA								Total	TOTAL FRINGE BENEFIT PLAN								
			10 Certification Number	HOURS WORKED EACH DAY							O/T Hours	CASH								
												\$ Base Rate	1. \$							
													2. \$							
													3. \$							
													4. \$							
													5. \$							
													6. \$							
												\$ Cash Fringe	1. \$							
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													5. \$							
													6. \$							
												\$ Base Rate	1. \$							
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													6. \$							

12/9/2013
WWS-CP2

*IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER ____ OF

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6790.

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

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Dredging (Heavy)

- a. Paid Holidays: New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and Christmas Day.
- b. Vacation: Eight Percent (8%) of the straight time rate, multiplied by the total hours worked.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Project: Niantic River Boardwalk

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 26-7758

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 2027-001

Project Town: East Lyme

State#:

FAP#:

Project: Niantic River Boardwalk

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	50.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	46.09	36.29
2) Carpenters, Piledrivermen	44.48	29.74
2a) Diver Tenders	44.48	29.74
2b) Divers Effluent	67.52	29.74
3) Divers	52.94	29.74
03a) Millwrights	45.14	30.24
03b) Carpenter-Welder	44.98	29.74
03c) Carpenter: Working with creosote lumber or acid	45.48	29.74

As of: July 13, 2026

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	61.85	27.65
4a) Painters: Brush and Roller	41.17	27.65
4b) Painters: Spray	44.17	27.65
4bc) Painters: Spray Helper	42.17	27.65
4c) Painters: Steel Only	43.17	27.65
4d) Painters: Blast	46.17	27.65
4de) Painter: Blast Helper	42.17	27.65
4e) Painters: Tanks, Tower and Swingstage etc.	43.17	27.65
4f) Elevated Tanks (60 feet and above)	50.17	27.65
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	49.0	38.31+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	46.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	52.08	36.80
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	37.0	30.47

As of: July 13, 2026

8) Group 1a: Acetylene Burners (Hours worked with a torch)	38.0	30.47
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	37.25	30.47
10) Group 3: Pipelayers	37.5	30.47
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	37.5	30.47
12) Group 5: Toxic waste removal (non-mechanical systems)	39.0	30.47
13) Group 6: Blasters	38.75	30.47
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	40.0	30.47
Group 8: Traffic control signalmen	22.2	30.47
Group 9: Hydraulic Drills	37.75	30.47
Group 10: Toxic Waste Removers A or B With PPE	40.0	30.47
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	39.23	30.47 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	38.26	30.47 + a

As of: July 13, 2026

----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	38.26	30.47 + a
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15) Form Erectors	38.59	30.47 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	38.26	30.47 + a
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17) Laborers Topside, Cage Tenders, Bellman	38.15	30.47 + a
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18) Miners	39.23	30.47 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---
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18a) Blaster	45.72	30.47 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	45.52	30.47 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	43.54	30.47 + a
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21) Mucking Machine Operator, Grout Boss, Track Boss	46.31	30.47 + a
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----TRUCK DRIVERS----(*see note below)

Block Truck	39.98	33.00 + a
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2 Axle	38.66	33.00 + a
Helpers	36.16	33.00 + a
Three Axle Trucks; Two Axle Mixer	38.77	33.00 + a
Three Axle Mixer	38.83	33.00 + a
Four Axle	38.89	33.00 + a
Four Axle Mixer	40.69	33.00 + a
5 Axle	38.89	33.00 + a
5 Axle Mixer	40.69	33.00 + a
Heavy Duty Trailer (40 tons and over)	41.16	33.00 + a
Heavy Duty Trailer (up to 40 tons)	39.89	33.00 + a
Snorkle Truck	39.04	33.00 + a
Swivel Dump and Tack Truck	38.89	33.00 + a
Euclids and Semi Trailer	38.94	33.00 + a

----POWER EQUIPMENT OPERATORS----

As of: July 13, 2026

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Caisson Drilled Shaft over 14". (Trade License Required)	60.66	30.95 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	55.6	30.95 + a
Group 2: Cranes (100 ton rate capacity and over). (Trade License Required)	60.24	30.95 + a
Group 2a: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	59.2	30.95 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	55.17	30.95 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	54.13	30.95 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper), Goldhofer.	53.61	30.95 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	52.78	30.95 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	52.78	30.95 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	52.35	30.95 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	51.89	30.95 + a

As of: July 13, 2026

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine, Rigger Foreman.	51.34	30.95 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	50.74	30.95 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	47.91	30.95 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	47.91	30.95 + a
Group 12: Wellpoint Operator.	47.82	30.95 + a
Group 13: Compressor Battery Operator.	47.04	30.95 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	45.45	30.95 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	44.89	30.95 + a
Group 16: Maintenance Engineer and Articulating End Dump.	43.99	30.95 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	49.95	30.95 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license), Rigger, Signalman.	46.6	30.95 + a
Surveyor: Chief of Party	50.21	30.95 + a

As of: July 13, 2026

Surveyor: Assistant Chief of Party	46.3	30.95 + a
Surveyor: Instrument Man	44.55	30.95 + a
Surveyor: Rodman or Chairman	38.34	30.95 + a
**NOTE: SEE BELOW		
----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----		
20) Lineman, Cable Splicer, Technician	59.91	34.00
21) Heavy Equipment Operator	53.92	31.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.84
23) Driver Groundmen	44.93	28.47
23a) Groundman Experienced	32.95	13.99
----OUTSIDE LINE CONSTRUCTION----		
24) Driver Groundmen	43.78	28.42
25) Groundmen	32.1	13.95
26) Heavy Equipment Operators	52.53	31.83

As of: July 13, 2026

27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.79
29) Technician	56.12	32.85

----COMMUNICATION----

Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	52.07	20.62
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----DREDGING----

Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
Class B1: Maintenance Engineer	41.93	16.87+a+b
Class C1: Mate/Welder	38.38	16.62+a+b
Class D: Deckhand	30.86	16.09+a+b

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate.

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage rate.

Crane with 150 ft. boom (including jib) - \$1.50 extra
 Crane with 200 ft. boom (including jib) - \$2.50 extra
 Crane with 250 ft. boom (including jib) - \$5.00 extra
 Crane with 300 ft. boom (including jib) - \$7.00 extra
 Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

--Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
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The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:
www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

--Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**PART 3 – COMMISSION ON HUMAN RIGHTS &
OPPORTUNITIES (CHRO)**

NOTICE TO CONTRACTOR - COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) REQUIREMENTS FOR STATE FUNDS

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f.

State law requires a minimum spending allocation goal of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the spending allocation goals.

NON-DISCRIMINATION NOTICE

Pursuant to Connecticut General Statutes Section 4a-60 and except as provided in section 10a-151i of the General Statutes, every contract to which a state agency or political subdivision of the state, including a municipality or quasi-public agency, is a party to shall contain the following provisions:

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

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

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on

Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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



State of Connecticut

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Contract Compliance Unit – 450 Columbus Blvd., Suite 2, Hartford, CT 06103

Promoting Equality and Justice for all People

Good Faith Efforts

How does the CHRO analyze a contractor's good faith efforts to solicit Small Business Enterprises ("SBE") and/or Minority Business Enterprises ("MBE")?

Remember: the goal is to use Department of Administrative Services ("DAS")-certified SBEs for at least 25% of the work and to use DAS-certified MBEs (ethnic minority-owned businesses), WBEs (women-owned businesses), and DisBEs (businesses owned by persons with disabilities) for at least 6.25% of the work.

Here are the factors the CHRO looks at to determine whether a contractor has made its best good faith effort to provide opportunities for DAS-certified S/M/W/DisBEs to work on state funded projects.

Has the contractor actually achieved its goal? What good faith efforts has the contractor made to achieve those goals?

Evidence of taking reasonable steps to achieve the goals would include, but not be limited to, following the CHRO's best suggested practices such as:

- Consulting with varied resources, including the State of Connecticut [DAS Supplier Diversity Program](#) to locate M/W/DisBEs;
- Allowing minority and small businesses to competitively bid against each other by soliciting for the trades-related work, materials, and non-trades-related services, or provide an explanation as to why the trades-related work, material, or non-trades-related service was not solicited to S/M/W/DisBEs;
- Using concise responses for bid results (avoid vague responses such as "did not bid" or "no response"; use responses to show follow-up);
- Soliciting bids only from those subcontractors and/or vendors who can provide the trades-related work, material, or non-trades-related service;
- Including all trades-related work, materials, and non-trades-related services within the company's bidding process or provide an explanation with reference as to why the trades-related work, materials, and non-trades-related services were not solicited to S/M/W/DisBEs; and
- Breaking larger jobs into smaller packages.



State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Contract Compliance Unit – 450 Columbus Blvd., Suite 2, Hartford, CT 06103

Promoting Equality and Justice for all People

The CHRO will also look for “red flags” that might show lack of good faith. These will be looked at on a case-by-case basis. These include, but are not limited to, the following:

- Incomplete submissions;
- Inaccurate submissions;
- Submissions lacking appropriate specificity;
- Soliciting companies, but not awarding any, for a specific package of trades-related work, materials, or non-trades-related services;
- Soliciting from contractors that do not actually provide the good or service needed;
- Soliciting companies that are geographically distance from the project and, therefore, unlikely to bid, in lieu of soliciting S/M/W/DisBEs in closer proximity;
- Failing to solicit for necessary trades-related work, materials, and non-trades-related services;
- Alleging solicitations to companies that were not actually solicited;
- Awarding a contractor that was not solicited;
- Unaccounted for contract money; and
- False submissions.



State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Contract Compliance Unit– 450 Columbus Boulevard, Suite 2, Hartford, CT 06103

Promoting Equality and Justice for all People

IMPORTANT UPDATES TO STATE CONTRACT COMPLIANCE REQUIREMENTS

Effective October 1, 2025, Connecticut law has been updated to strengthen requirements for public works projects. Contractors and awarding agencies should review the changes below to ensure timely compliance.

Key Statutory Changes

- For public works contracts entered into after October 1st, plans will only need to be submitted when the state-funding is \$150,000 or more.
- Good Faith Efforts (GFE) Plans replace Set-Aside Plans and Affirmative Action Plans.
- Spending Allocation Goals (SAGs) replace prior set-aside percentages.
 - Until further changes go into effect July 1, 2026, goals will remain 25% of the state-funded contract value for SBEs and 6.25% of the state-funded contract value for MBEs.
 - Awarding agencies must notify CHRO of project SAGs when bids are released.

AT A GLANCE:

- Threshold for public works contracts raised to \$150,000
- Reduced Plan Requirements
- Monthly Monitoring Forms Eliminated

Plan Format:

- Plans will no longer require policy statements or internal/external communications be submitted.
- The sections on monitoring forms have been revised.
- For the most recent version of the plan template, please go to our [website](#).

Monthly Reports:

- Effective October 1, 2025, Monthly Reports will no longer be required for all projects, including those started prior to the effective date.

Compliance at Close-Out:

- Within 45 days of substantial completion, contractors must submit: subcontractor payment documentation, lien waivers, and any outstanding subcontract notifications.

Prompt Payment:

- General contractors must pay subcontractors within 15 days of the due date, unless there is a bona fide dispute.

Enforcement and Penalties:

- Failure to file plans, meet deadlines, or make good faith efforts will be subject to enforcement that may lead to:
 - Withholding of contract payments
 - Disqualification from future bidding
 - Civil penalties and legal action by CHRO

What's Next

- New forms and documentation requirements will be made available ahead of the July 1, 2026 implementation of project-specific goals.

PART 4 – PROJECT PLANS AND SPECIFICATIONS



PROJECT SITE
(BOARDWALK)



PREPARED BY
THE EAST LYME
ENGINEERING DEPARTMENT

SCALE
300 0 150 300
HORIZONTAL 1"=300'

LOCATION MAP DECK REPLACEMENT

NIANTIC RIVER / ROUTE 156 BOARDWALK
EAST LYME, CONNECTICUT

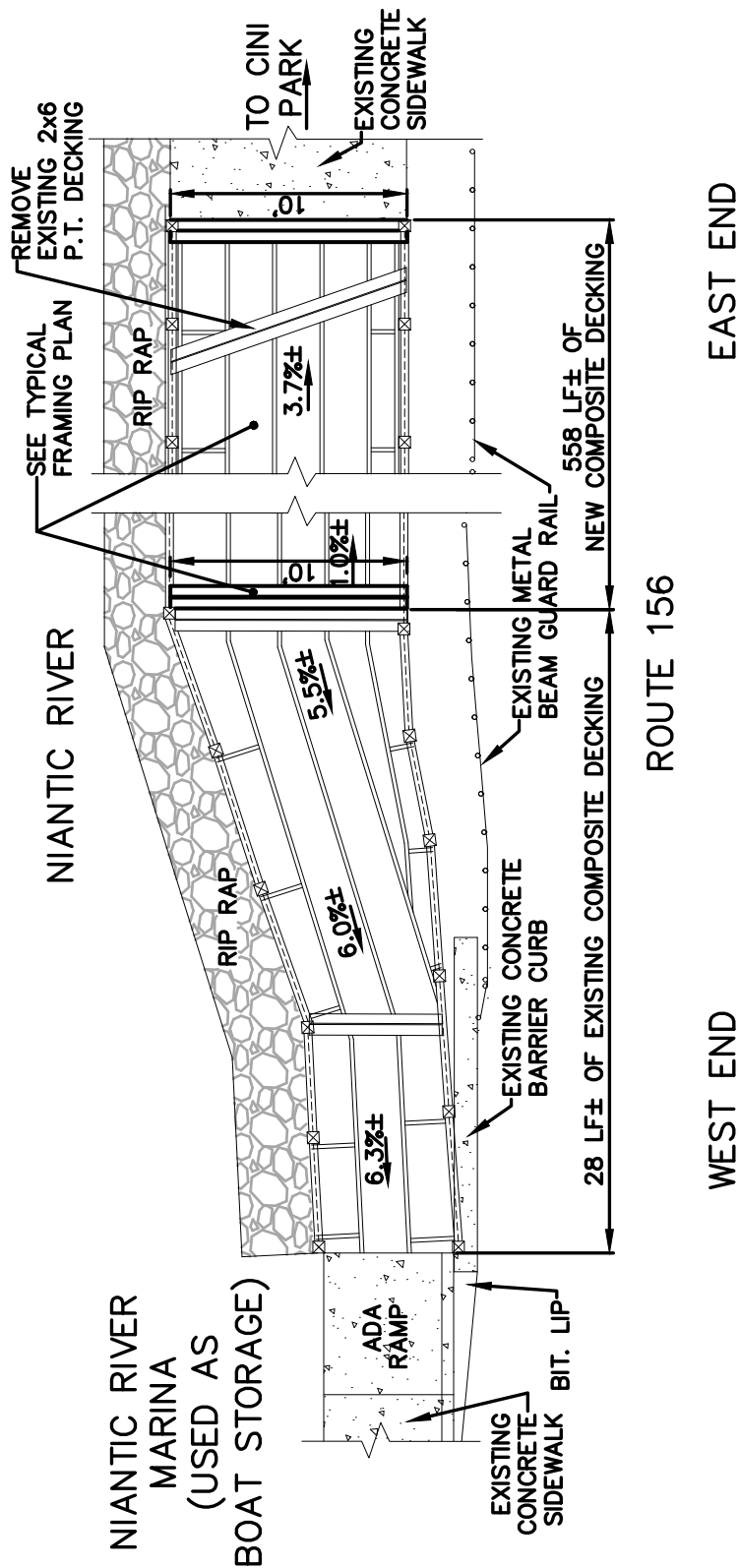
Date:
JULY, 2026

Drawn
By: PJG

Checked
By: AK

Dwg. No.:
-

Sheet No.:
1 OF 4



PREPARED BY
THE EAST LYME
ENGINEERING DEPARTMENT

OVERALL PLAN DECK REPLACEMENT

NIANTIC RIVER / ROUTE 156 BOARDWALK
EAST LYME, CONNECTICUT

SCALE: NONE

Date:

JULY, 2026

Drawn
By:

PJG

Checked
By:

AK

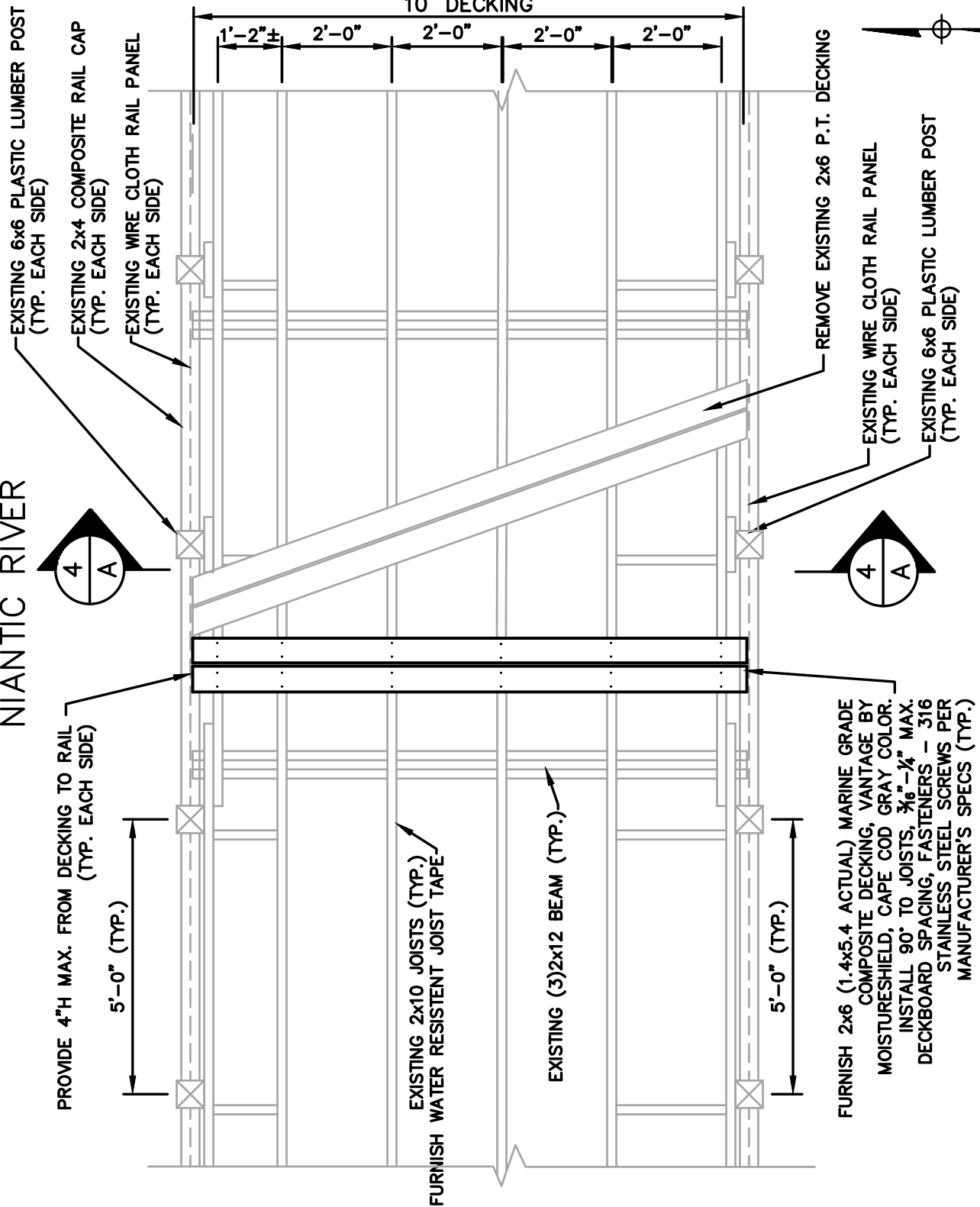
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Sheet No.:

2 OF 4

NIANTIC RIVER



ROUTE 156

PREPARED BY
THE EAST LYME
ENGINEERING DEPARTMENT

TYPICAL FRAMING PLAN DECK REPLACEMENT

NIANTIC RIVER / ROUTE 156 BOARDWALK
EAST LYME, CONNECTICUT

SCALE: 3/8"=1'-0"

Date:

JULY, 2026

Drawn
By:

PJG

Checked
By:

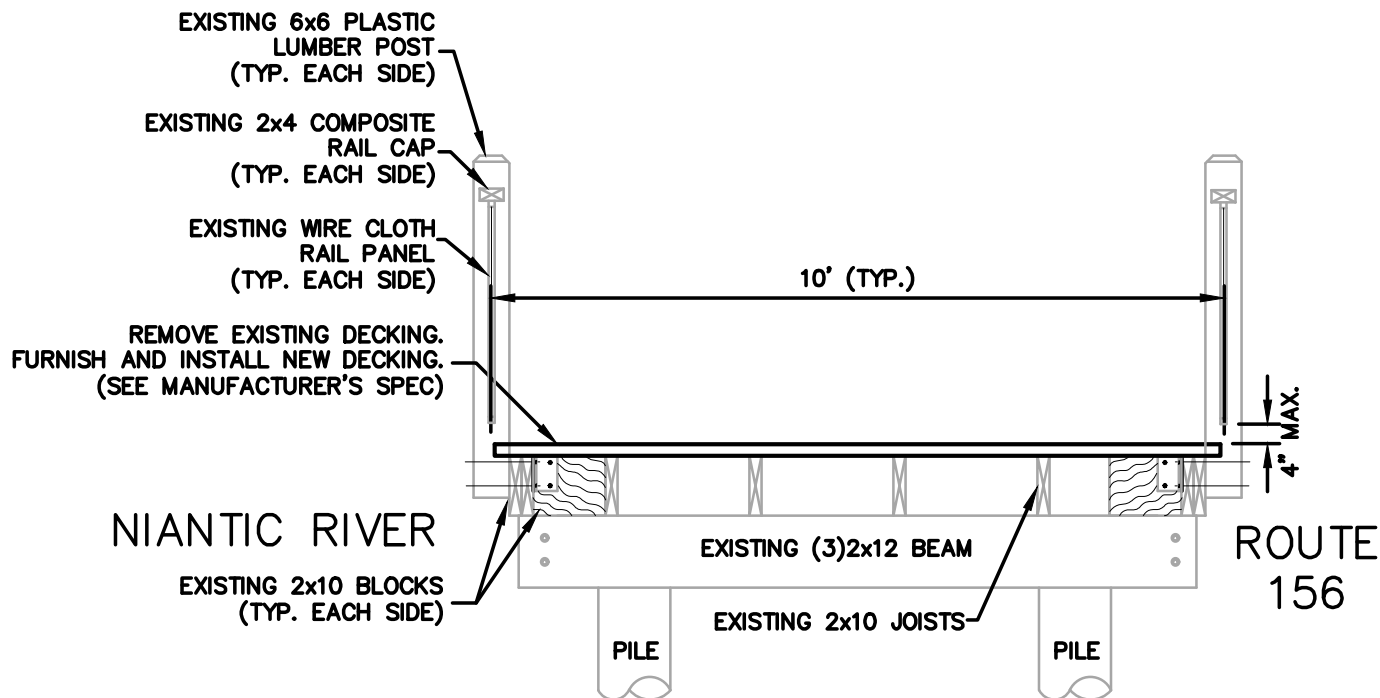
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3 OF 4



NOTES:

1. CONTRACTOR IS RESPONSIBLE TO REPLACE IN-KIND ANY DAMAGES FROM THE REMOVAL AND INSTALLATION OF DECKING (PARTICULARLY BLOCKING AND JOISTS).
2. CONTRACTOR TO FURNISH WATER RESISTANT JOIST TAPE.
3. DECKING MATERIAL DOES NOT SUPPORT VEHICLE LOADING SUCH AS FORK LIFTS PER MANUFACTURER, FOR QUESTIONS CONTACT DECKORATORS (MOISTURESHIELD LINE).

PREPARED BY
THE EAST LYME
ENGINEERING DEPARTMENT

SECTION A-A
DECK REPLACEMENT
NIANTIC RIVER / ROUTE 156 BOARDWALK
EAST LYME, CONNECTICUT

SCALE: 3/8"=1'-0"

Date:

JULY, 2026

Drawn
By:

PJG

Checked
By:

AK

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Sheet No.:

4 OF 4

Vantage™

Uncapped Composite Decking



The Solid Core Difference



Zero Structural Field Failures in 30+ Years



Reversible Boards



Self-Healing Boards

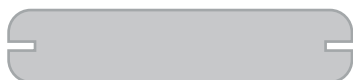


Slip Resistance



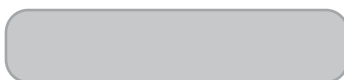
Marine Grade Spans 24"

Vantage cuts, rips, and bends like real wood—without losing integrity. Its solid core resists moisture without a cap, with self-healing properties that minimize surface wear. Wood grain texture on both sides makes installation easy.



Grooved Edge

Actual Dimensions 1" x 5.4"
Lengths 12', 16', 20'



Solid Edge

Actual Dimensions 1" x 5.4"
Lengths 12', 16', 20'



Marine Grade Solid Edge

Actual Dimensions:
1.5" x 3.5" — 16'*
1.4" x 5.4" — 12', 16' and 20'
1.4" x 7.25" — 12', 16' and 20'***

*1.5" x 3.5" rated for 16" joist span; Cape Cod Gray only

***1.4" x 7.25" available in Cape Cod Gray only



Fascia

Actual Dimensions 0.67" x 11.25"
Length 12'

Versatile. Durable. Dependable.

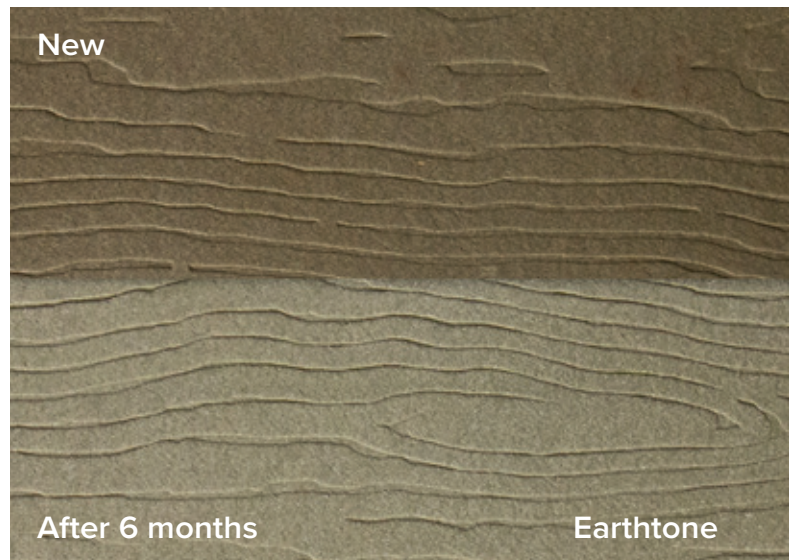
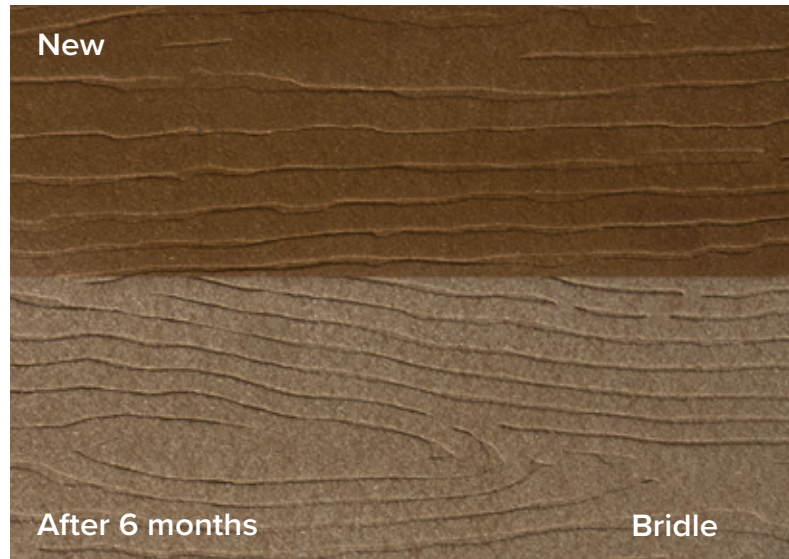
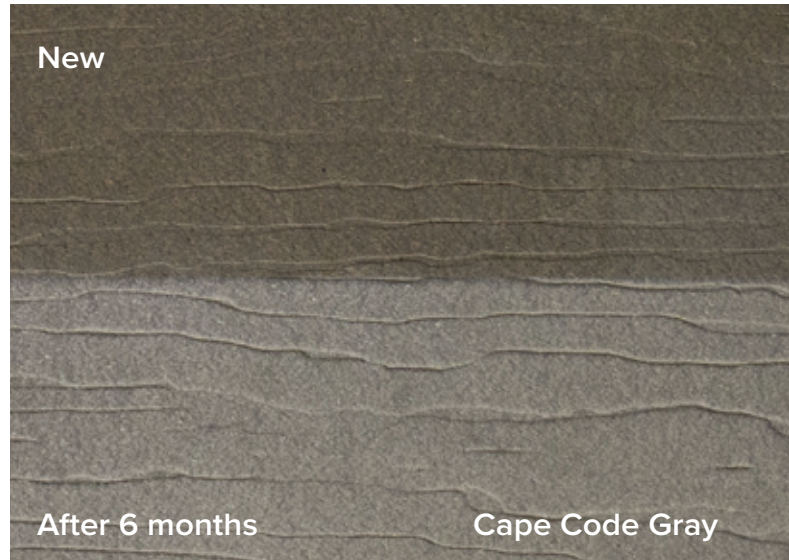


Vantage in Bridle.

- Rustic wood grain texture
- Solid color tones with a matte finish
- Rated for installations on-ground, in-ground and underwater
- Marine Grade 2x options span up to 24"



MoistureShield Vantage decks are backed by a 50-year transferable residential structural warranty. Learn more at [MoistureShield.com/warranty](https://www.MoistureShield.com/warranty).





MoistureShield®
COMPOSITE DECKING

Installation & Maintenance Guide

MARCH 2021



MOISTURESHIELD.COM



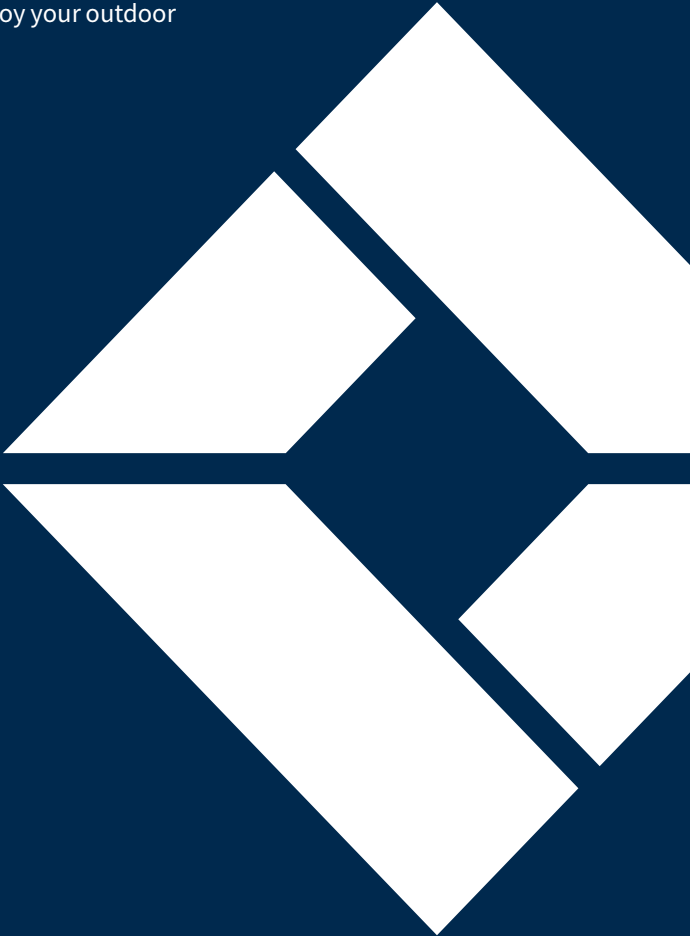
Vision Cathedral Stone

The Next Level in Outdoor Living.

Create bold and inspired outdoor living spaces with MoistureShield® decking. Our diverse collection of products offer beautiful aesthetic options and innovative features to suit every deck design. At the foundation of every board is our proprietary Solid Core technology that fights damage from moisture, rot, insects and other harmful elements. Enjoy your outdoor space with minimal upkeep and lasting durability for years to come.

Table of Contents

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Weathering	3
Safety, Storage & Handling	4
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Planning

The purchaser or owner is solely responsible for determining the suitability of MoistureShield composite decking for its intended application, including whether the product conforms to applicable building codes or safety regulations in a particular area.

BUILDING CODES:

Check your local building code requirements in your area to ensure compliance. Be sure to obtain any required building permits and schedule applicable inspections.

WARRANTY:

Review the warranty information for your decking product before purchasing to ensure your application aligns with coverage guidelines. Fade and stain warranty varies by product line.

INSPECT YOUR MATERIAL:

Inspect your material prior to installation. In the unlikely event you receive defective materials, the product warranty does not cover labor. Once you alter a board (cut, rip, rout, screw, etc) it cannot be returned.



Color & Texture

MoistureShield decking is manufactured to simulate the look and feel of natural wood. The variegation and slight texture difference on the surface of each board is deliberate and does not affect the Solid Core® durability.

LAYOUT YOUR MATERIAL PRIOR TO INSTALLATION. During the planning phase, arrange the deck boards before installation to achieve the desired pattern and color effect. This is especially important if using different board lengths or material from multiple units. Mix boards as needed to achieve your desired look in terms of continuity of color and surface texture.



Weathering (Vantage only)

The Vantage line is engineered to naturally weather and lighten to its forever color within the first 3 to 6 months after installation. If you move furniture, you may notice the newly uncovered area is darker. Please note this is normal; the area will lighten to match the rest of the deck within 3 to 6 months if left uncovered. Vantage does not have a fade warranty. Visit [MoistureShield.com](https://www.moistureshield.com) to see examples of weathered Vantage boards.



Safety, Storage & Handling

Below are jobsite storage and handling recommendations to ensure your MoistureShield decking products look their best for installation. Our Yard Storage & Handling Guidelines available at moistureshield.com provides additional information for commercial settings.

Safety

As when working on any construction site, be sure to follow good safety practices. Wear appropriate protective equipment and clothing, such as eye protection and safety gloves. When using power tools, follow the manufacturer's instructions for proper use and safety guidelines; use any protective guards included with the tool. Safety Data Sheets (SDS) are available at moistureshield.com.



Storage

KEEP IT WRAPPED: Leave the original unit bands, pallet boards, and outer wrap in place to ensure the decking boards remain clean and protected from exposure to the elements. Cover boards on the jobsite to avoid premature fading, weathering, or staining.

KEEP IT FLAT: Always store MoistureShield decking products on a flat surface to prevent bowing over extended periods of time. Stack units no more than 10 high of the same board length per stack.

KEEP IT SAFE: Do not store near strong oxidizing agents, combustible material, or sources of heat. Never burn MoistureShield decking in a fireplace or use as firewood.



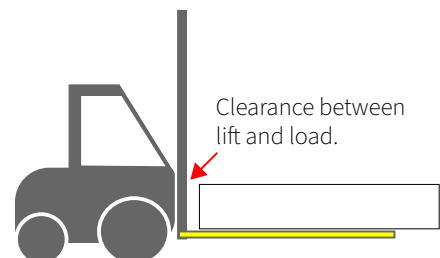
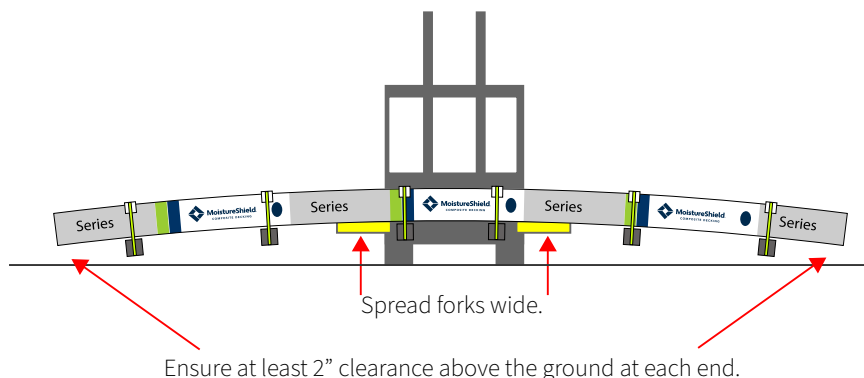
Stable Stack of Decking Units

Handling

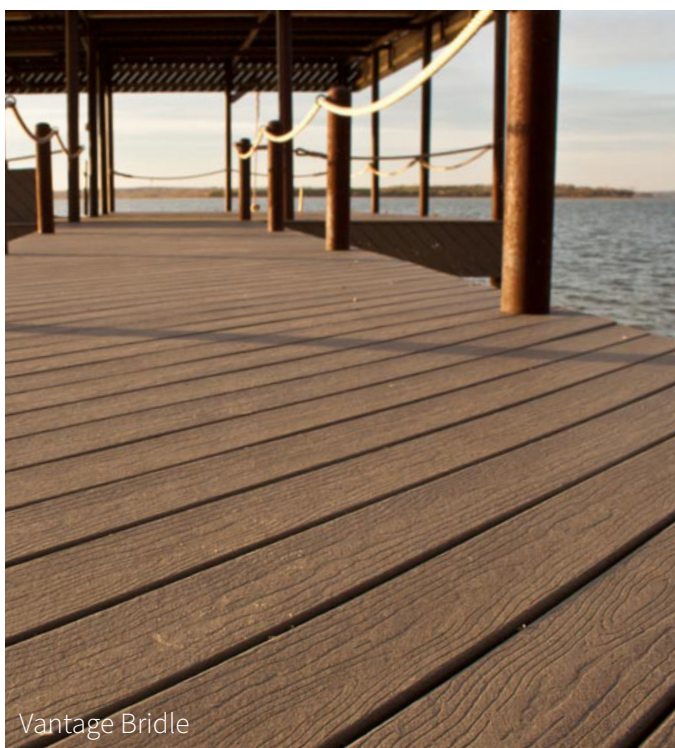
PRACTICE GOOD FORKLIFT TECHNIQUES: Follow all standard safety procedures and verify the load is within your forklift's weight capacity to ensure safe travel. Spread the forks as wide as possible with the load centered across the forks to minimize sagging. Lift the load high enough to allow 2" clearance from each end of the unit and the ground.

HANDLE WITH HELP: Loose boards are heavy and may flex more in warmer temperatures, so carrying planks should be a two-person job.

HANDLE WITH CARE: Use caution when maneuvering material to avoid striking and damaging the planks.



Endless Design Options!

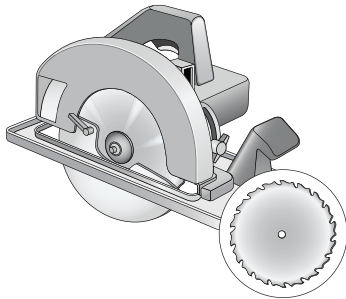


Preparation

Consult your local building code authority for substructure and installation requirements for all decking applications, including roof and multi-level installations, to ensure compliance.

Tools:

- Circular saw with carbide-tipped blade (max 20 teeth), 10" or 12" miter saw with carbide-tipped blade (40 teeth)

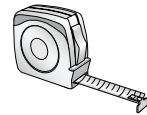


- **Blue chalk line***

**To avoid staining the deck boards, only use blue carpenter's chalk.*



- Tape measure



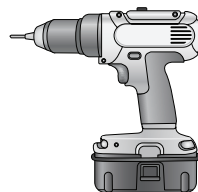
- Eye protection



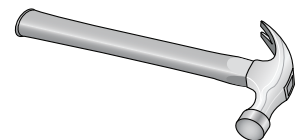
- Ear protection



- Screw gun



- Hammer



- Level



- Rasp 1/4" (6mm) Round (**Vantage only**)

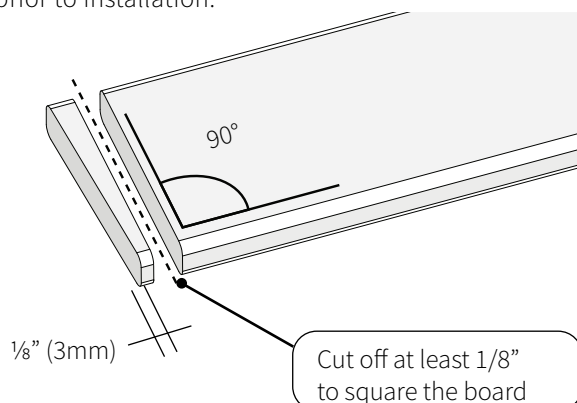


**Router or rasp the cut ends of Vantage deck boards for a smooth finish. Do not rasp Vision, Meridian, and Elevate boards.*

DO NOT USE YOUR DECK AS A WORK BENCH.

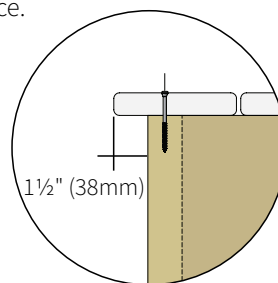
It's important to keep your deck free of excess dirt, dust, debris, pavers, and other building materials during construction. Using your deck as a storage place for building materials risks permanent damage from sharp objects or accidental strikes.

Each board is slightly longer than the advertised length, allowing the installer to square off the board prior to installation.

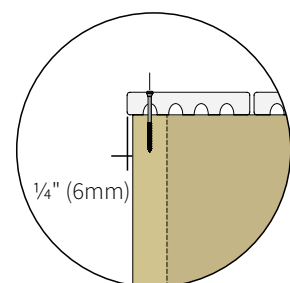


When installing any fasteners, affix the screws centered on the joist to ensure optimal bite.

FOR ELEVATE: pre-drill the board with a 5/32" drill bit to ensure the screw does not shift during installation through the bottom scallop. Take care not to pre-drill into the joist to ensure proper bite. Do not countersink face screws; they should remain flush with the board surface.



Vision, Meridian, & Vantage



Elevate

Any deviation from the directions given in this guide may result in voiding of the MoistureShield warranty.



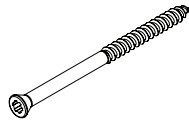
Fasteners

Select a type of fasteners that works best for your installation method and desired look.

Face Screw:

#7 stainless steel trimhead screws or color match composite decking screws.

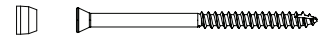
NOTE: if installing Elevate boards, do not countersink face screws; they should remain flush with the board surface.



Face Screw with Plug:

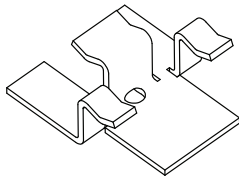
Fasteners with color match plugs to conceal countersunk face screws; requires custom bits.

NOTE: plug systems are not compatible with Elevate.

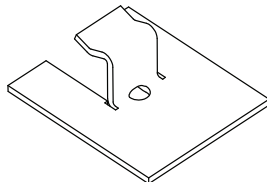


MoistureShield Hidden Fasteners:

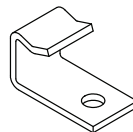
Compatible with grooved profile boards to create an unblemished deck surface.



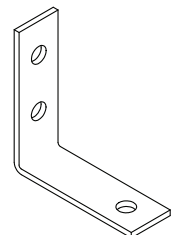
Standard Clip



Transitional Clip



Starter Clip

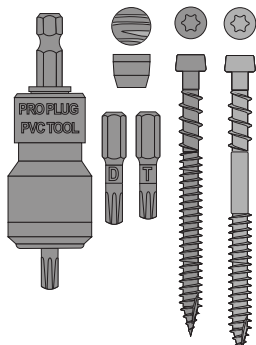


Finishing Clip
Not compatible with Elevate

MoistureShield® Deck Clips provide superior holding power with a custom design that fits securely into the grooved profile of a MoistureShield deck board. Like our composite decking, our clips are both beautiful and durable, extending the life of your deck by elevating the boards off the joists to reduce structural rot and mold.

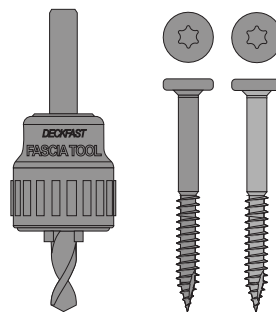
Fastener Systems:

Pro Plug® Composite Tool



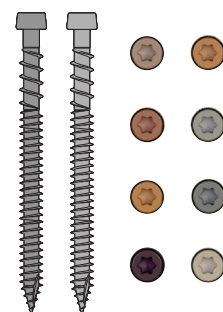
- Plugs made from MoistureShield board material
- Auto stop mechanism with free spinning stop collar
- Special bits for deck and trim applications
- Grade 305/marine grade 316 Stainless and epoxy coated star drive fasteners
(Not approved for use on Elevate)

Deckfast® Fascia System



- Fascial tool with pre-set countersink and shaft length
- Fascia screws color matched stainless steel and epoxy coated steel

Cap-Tor® xd



- Cap-Tor xd epoxy coated carbon steel
- Cap-Tor xd Headcote stainless (grade 305 and Marine grade 316)

Contact your local Starborn representative for additional information



Joist Layout

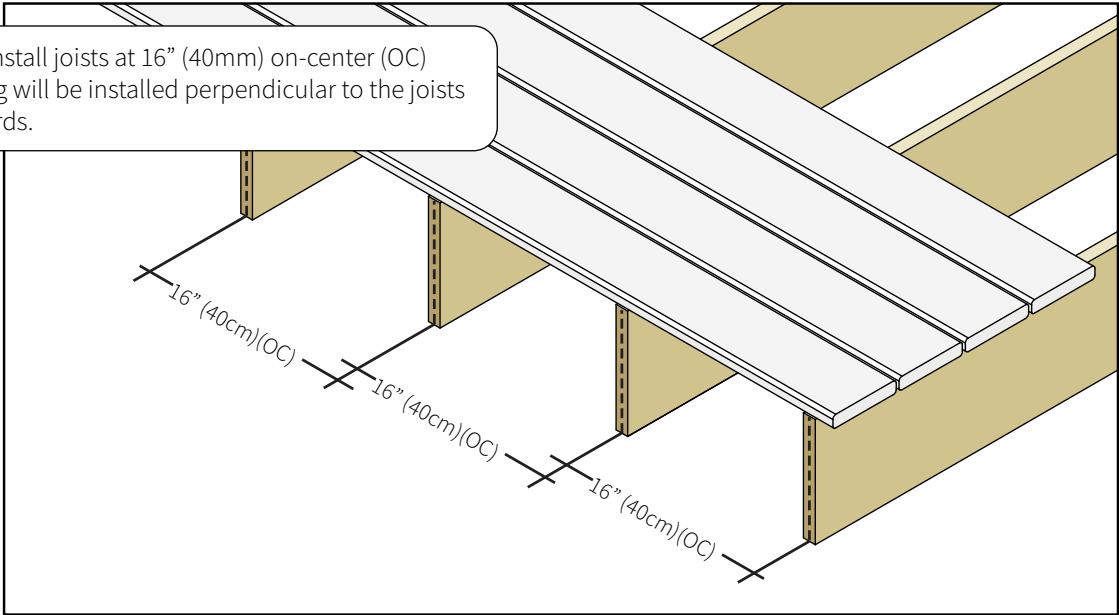


PRO TIP: It is important to check the joists, whether new or pre-existing, are level. Composite deck boards will follow any contour left by an unlevel substructure.

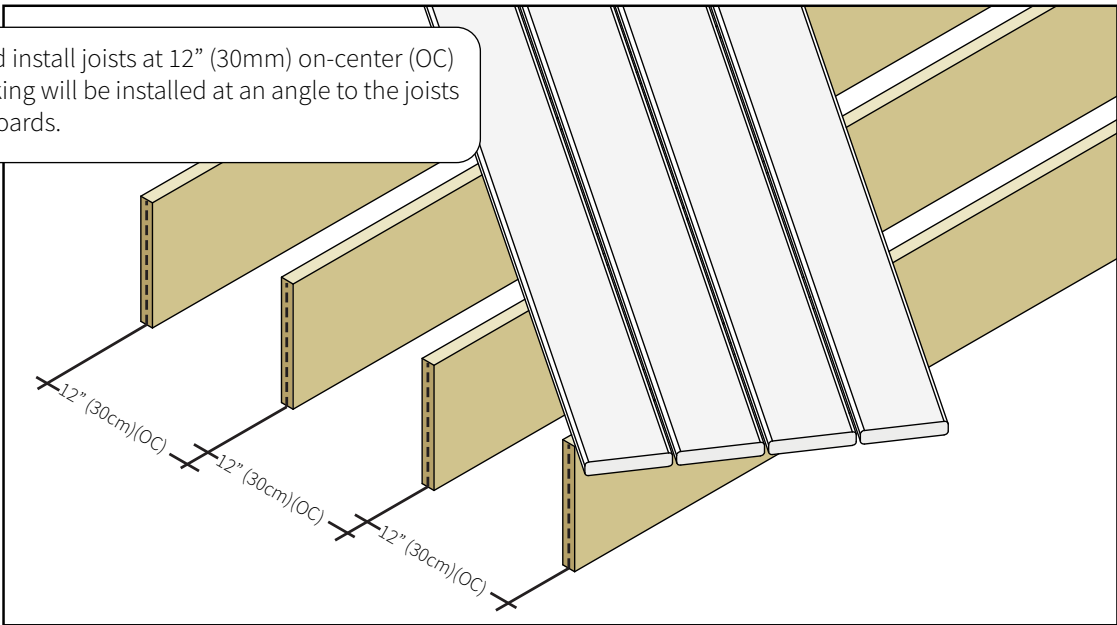
Layout and install joists. Joist spacing can vary depending on exact material profiles being used. This joist layout illustrated below is based on the most common 1" thick plank size.

Span Chart					
Nominal Board Size:	1x5.4	2x4	Stratos & 2x6	2x8	Fascia
Perpendicular Span Rating	16 in OC (40cm)	16 in OC (50cm)	24 in OC (60cm)	24 in OC (60cm)	N/A
Angle Span Rating	12 in OC (30cm)	12 in OC (30cm)	16 in OC (40cm)	16 in OC (40cm)	N/A

Layout and install joists at 16" (40mm) on-center (OC) when decking will be installed perpendicular to the joists for 1x5.4 boards.



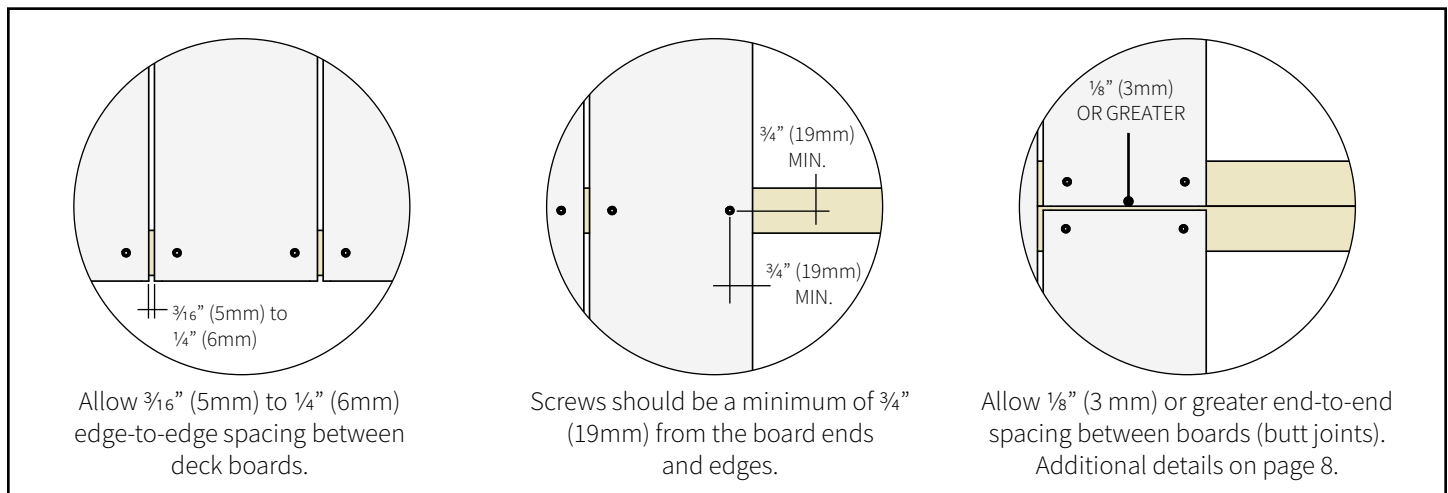
Layout and install joists at 12" (30mm) on-center (OC) when decking will be installed at an angle to the joists for 1x5.4 boards.



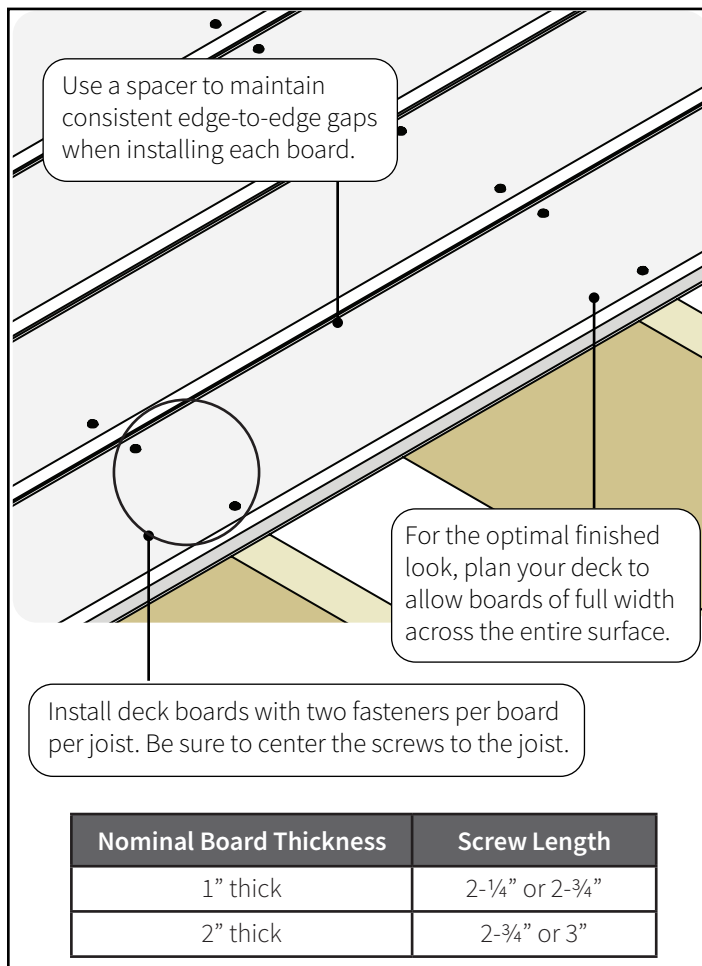
PRO TIP: Never install fascia boards as a walking surface. They are not designed to carry the required load of a decking surface.



Face Screw Installation



Install the first board with an appropriate gap abutting the house to allow for drainage based on your local building codes. Be sure the first board is straight and properly secured to prevent shifting of subsequent boards.

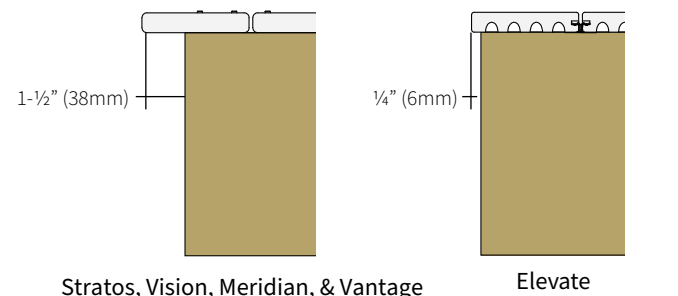
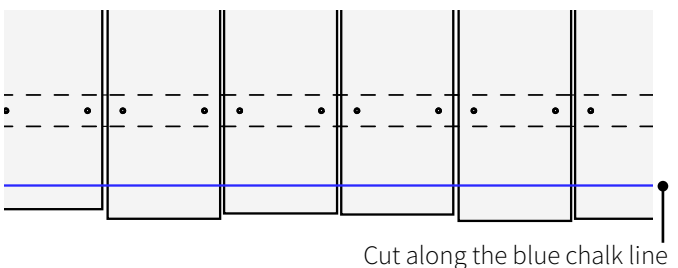


Pro Tip:
Using a 2" (50.8 mm) driver bit allows you to better gauge screw depth.

Once all boards are in place, snap a blue chalk line across the ends of the boards to the desired overhang. Leave at least $\frac{3}{16}$ " (5mm) overhang to conceal rim joist imperfections.

Adjust the blade depth of your saw to match the thickness of your deck boards. Carefully cut along the chalk line.

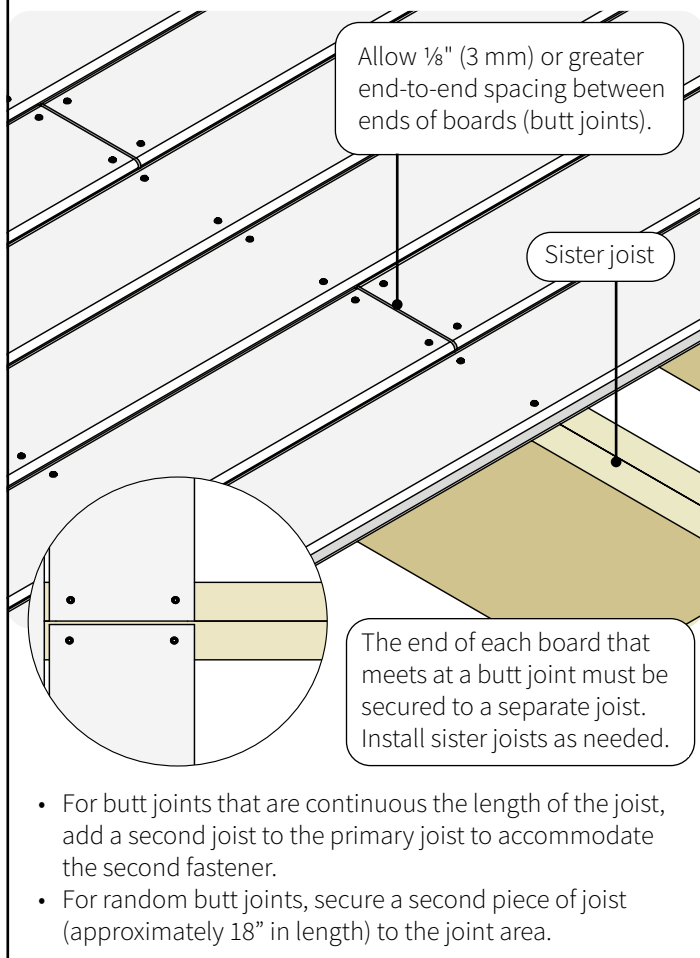
TIP: Only mark the boards with the blue chalk line or pencil where you intend to cut out.



Board Profile	Maximum Overhang
Solid Bottom	1- $\frac{1}{2}$ " (38mm) from edge of rim joist
Scalloped Bottom	$\frac{1}{4}$ " (6mm) from edge of rim joist or edge of properly secured fascia board



Butt Joints



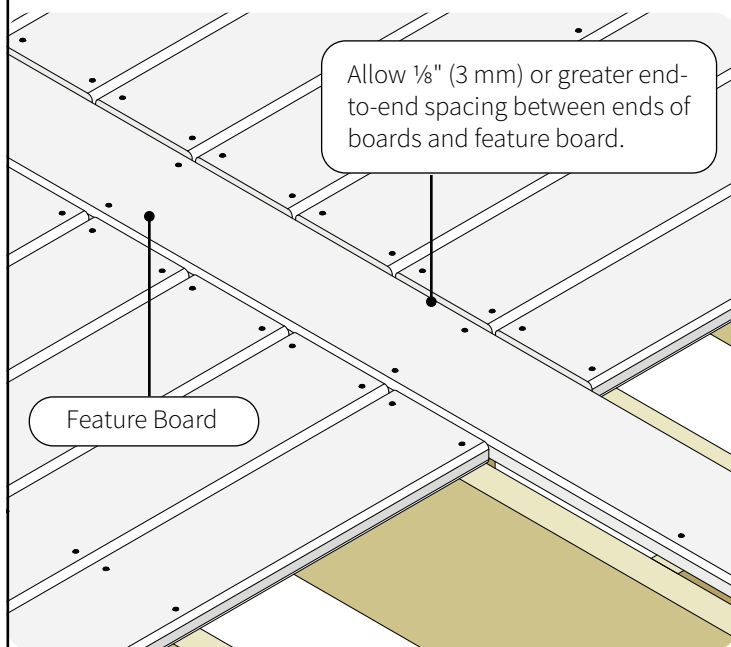
Pro Tip: Staggering the butt joint improves the overall appearance of the finish deck.

Feature Boards

For an interesting design, install a feature board to define spaces within the decking surface or eliminate staggered butt joints.

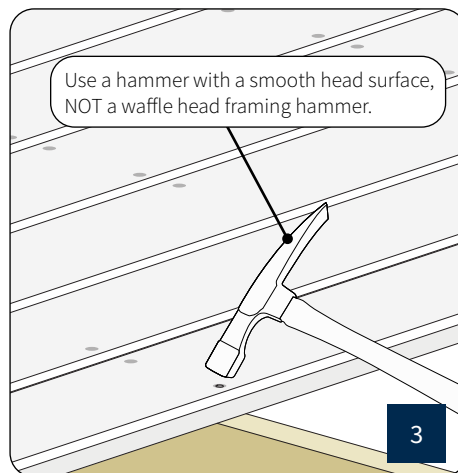
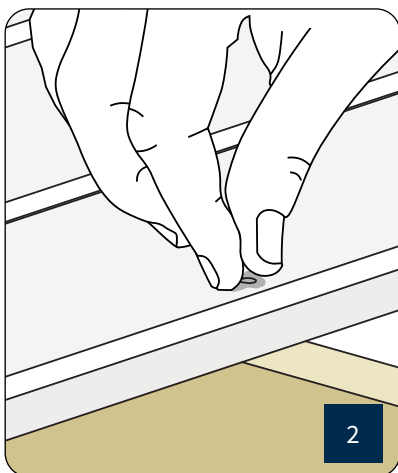
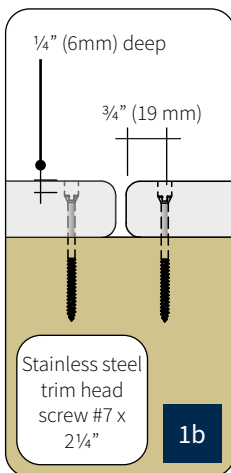
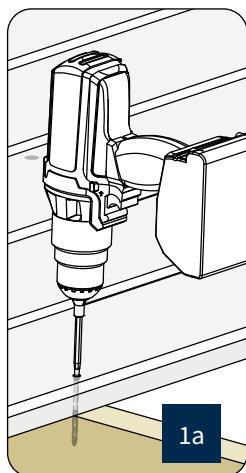
Install joists to accommodate fasteners at the ends of the boards abutting the feature board.

Use spacers to ensure a consistent gap between the edges of the feature board and the abutting board ends to allow for proper expansion and contraction.



Pro Tip: Use a complimentary color for the feature board and picture frame to create visual contrast and enhance the deck.

VANTAGE ONLY - Conceal Screw Heads



Step 1: Countersink screw into the decking surface. DO NOT wipe away the displaced material.

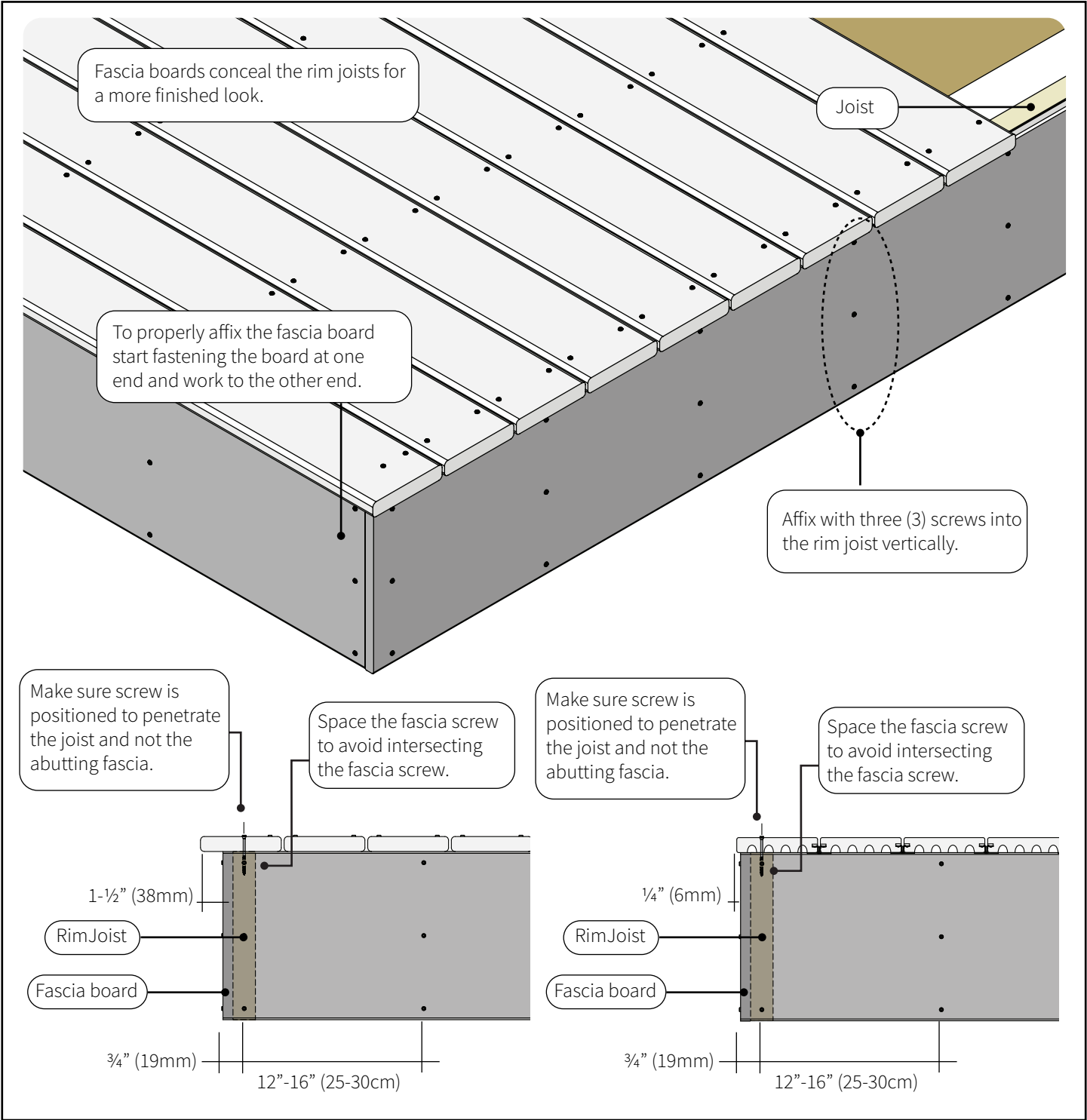
Step 2: Using your thumb, gently push the displaced decking material into the hole left by the screw.

Step 3: Tap the material with a flat hammer to compress it into the hole. Vantage will self-heal with sun exposure.



Fascia Board Installation

Install fascia boards under the decking surface overhang. Do not install fascia boards flush to the decking surface.



Pro Tip: Decide if you will install fascia while planning your deck design. The thickness of the fascia board will impact the overhang (see reference chart to the right).

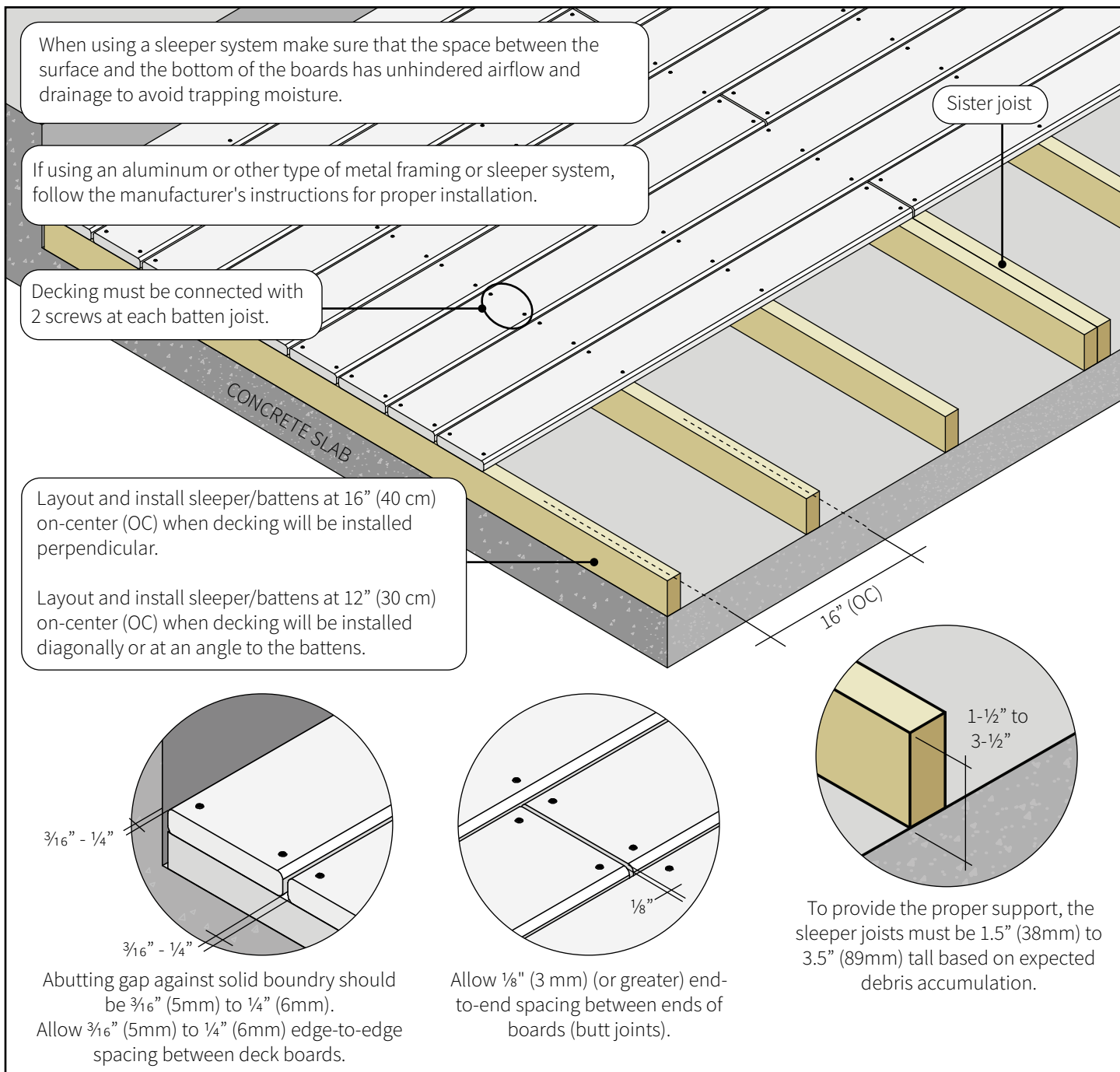
Board Profile	Maximum Overhang
Solid Bottom	1-½" (38mm) from edge of rim joist
Scallop Bottom	¼" (6mm) from edge of rim joist or edge of properly secured fascia board



Batten/Sleeper Installation

A batten/sleeper system is a substructure supporting the MoistureShield decking surface above a solid foundation surface. Drainage, access, and airflow are essential for the longevity of the installation. Water must be able to freely flow between the boards and away from the deck substructure. For repairs and removal of debris, joist access may be necessary. In ground-level installations, use face screws instead of clips to secure the decking.

NOTE: It is important that the sleeper joists are made of a high-quality product (such as our Vantage product) that is rated for ground contact to ensure warranty coverage.

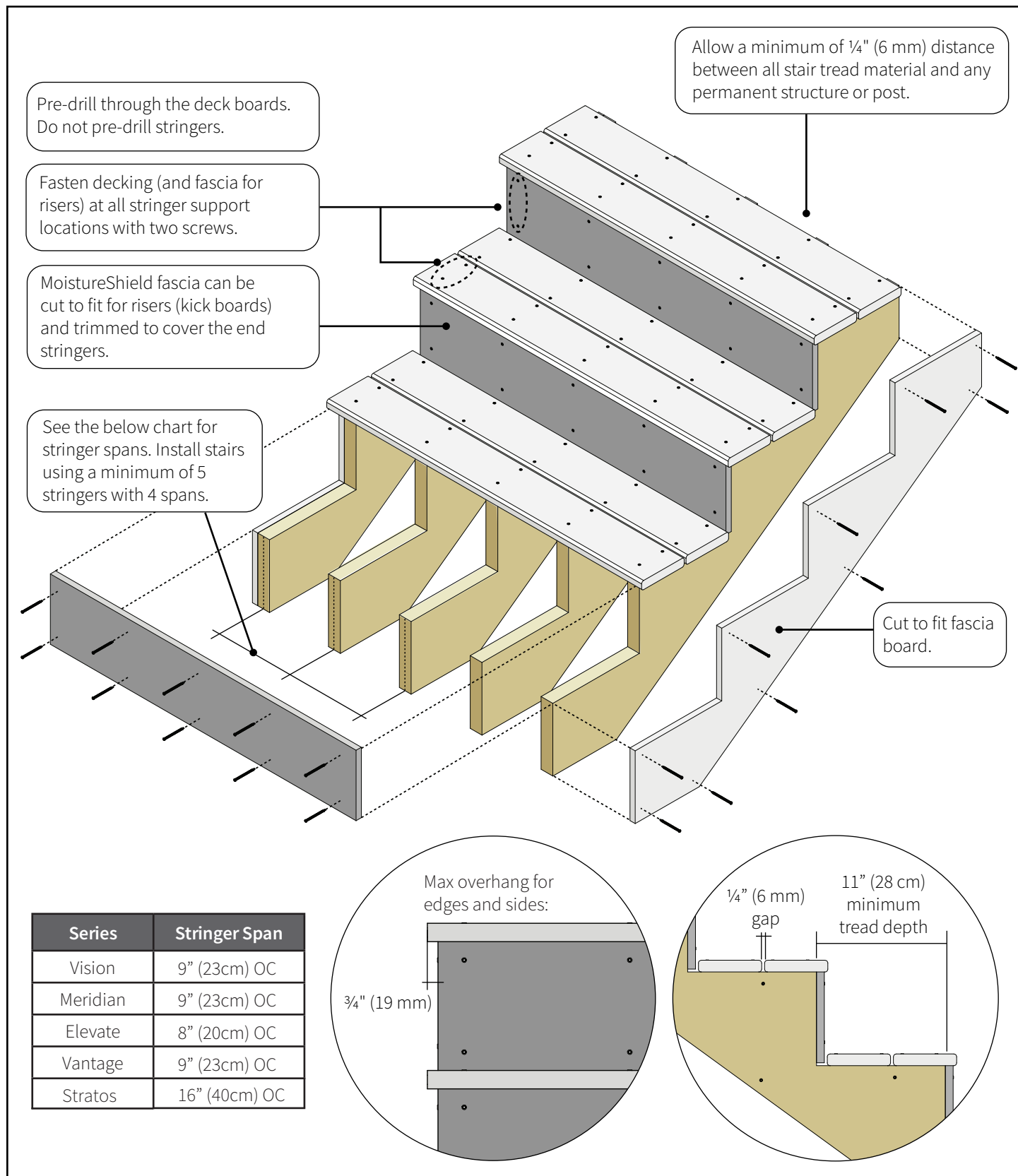


Be sure to check local building codes for any decking installation, including batten/sleeper installations and rooftop decking applications, to ensure compliance.



Stair Installation

Prior to construction, check with your local regulatory agency for special code requirements in your area. Never use fascia as a walking surface; fascia is not designed to support the required loads for a deck surface.



Hidden Fastener Installation



Complete system

Covers 50 square feet of decking

- 90 clips
- 100 screws or 100 pneumatic fasteners
- 5 starter clips
- 5 finish clips



Deck/Contractor pack

Covers 250 square feet of decking

- 450 clips
- 500 screws (Deck Pack) or 500 pneumatic fasteners (Contractor Pack)

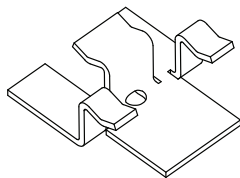
**Starter and finish clips sold separately*

All clips available in carbon steel or stainless steel.

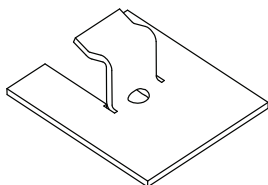
Benefits

- Concealed deck clips allow for an unblemished deck surface
- Base of clip elevates the board off the joists, reducing rot, mold, ice shear and lateral load stress
- Evenly spaces the deck boards $\frac{3}{16}$ " for a uniform appearance
- Available in carbon steel or 304 grade stainless steel with a patented coating process to resist corrosion
- Approved for ACQ and all other pressure-treated joists.

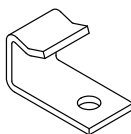
$\frac{3}{16}$ " (5mm)



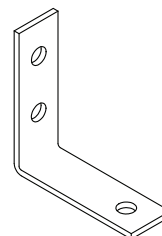
Standard Clip



Transitional Clip



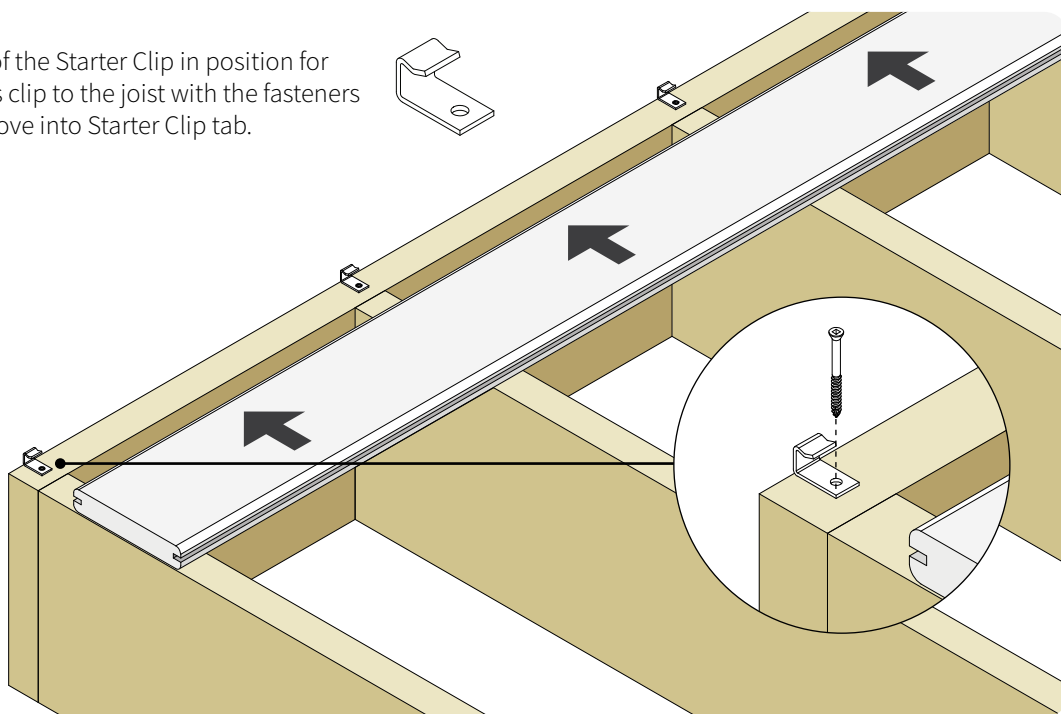
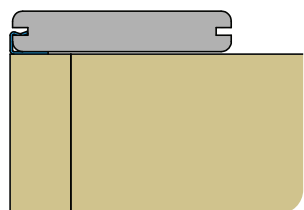
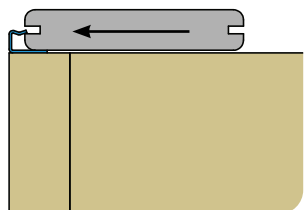
Starter Clip



Finishing Clip
Not compatible with Elevate

Starter Clip

Line up the back (vertical leg) of the Starter Clip in position for the first deck board. Fasten this clip to the joist with the fasteners supplied. Slide deck board groove into Starter Clip tab.



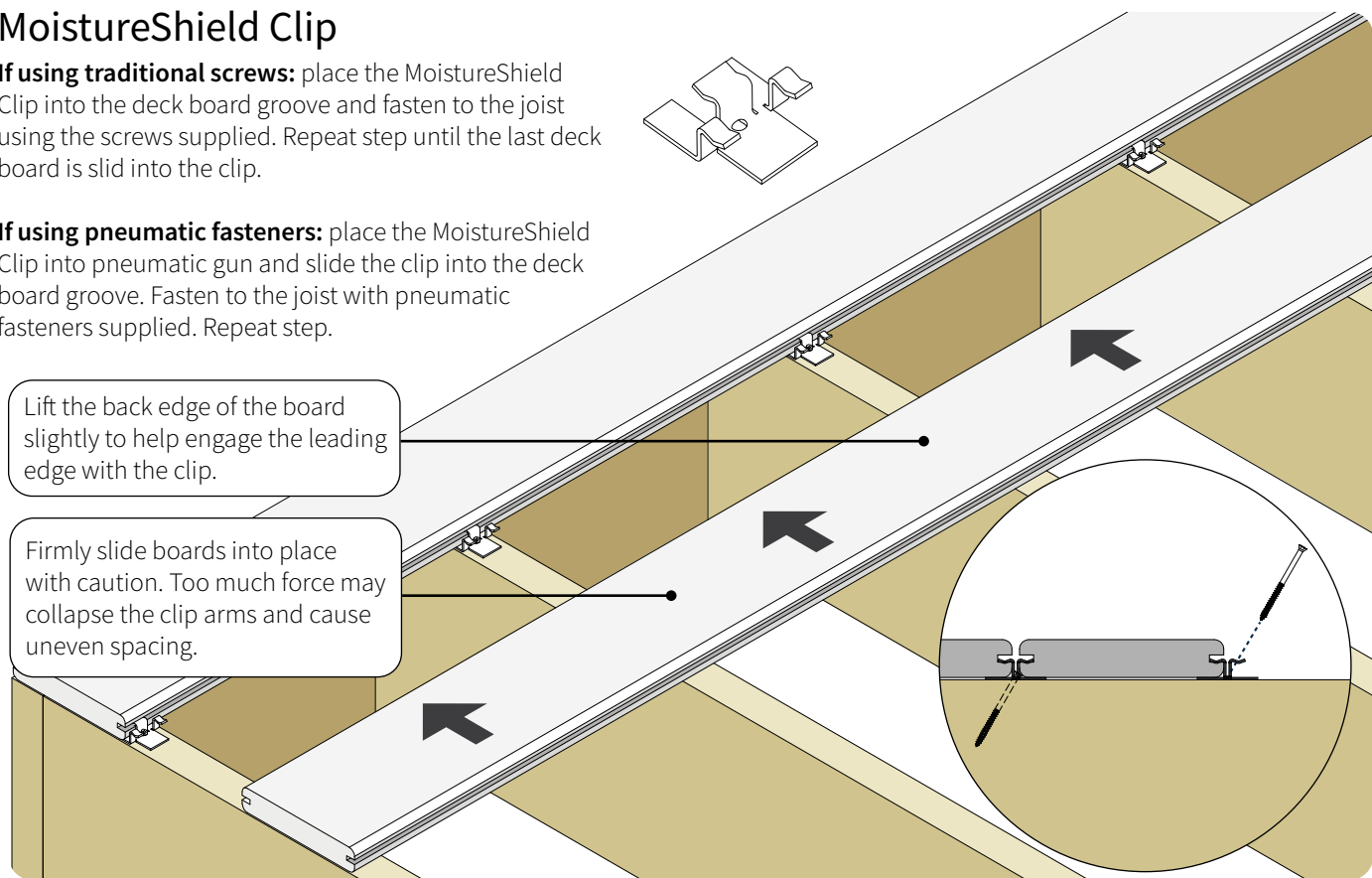
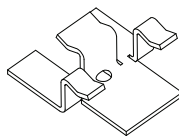
MoistureShield Clip

If using traditional screws: place the MoistureShield Clip into the deck board groove and fasten to the joist using the screws supplied. Repeat step until the last deck board is slid into the clip.

If using pneumatic fasteners: place the MoistureShield Clip into the deck board groove and fasten to the joist with pneumatic fasteners supplied. Repeat step.

Lift the back edge of the board slightly to help engage the leading edge with the clip.

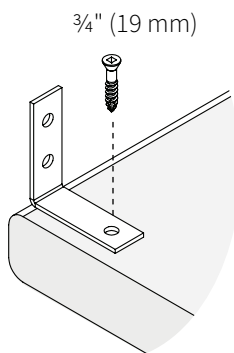
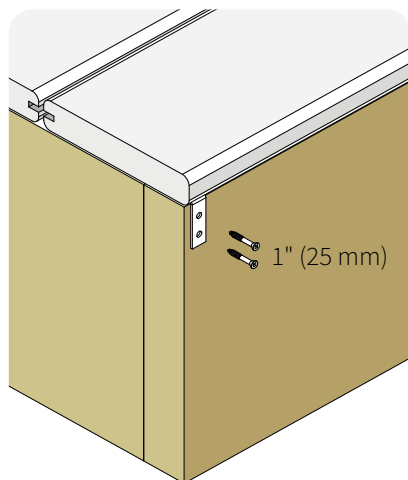
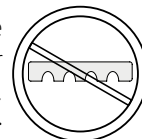
Firmly slide boards into place with caution. Too much force may collapse the clip arms and cause uneven spacing.



Finishing Clip

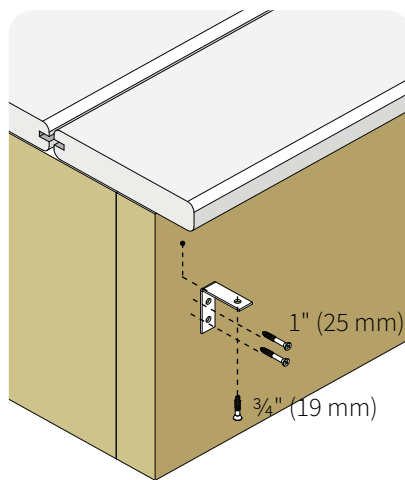
The Finishing Clip can be installed 1 of 2 ways. Use a solid edge board as the final deck board to create a finished look. Cut the inside edge of the last board with a biscuit joiner or router.

Finishing Clips are only compatible with solid profiles to ensure proper bite into the bottom side of the board.
Do not use finishing clips with Elevate®

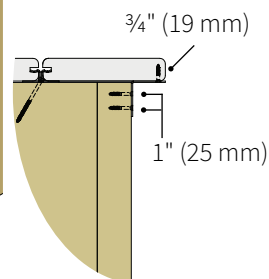


A. Flush to the outside edge of the rim joist:

Attach the Finishing Clip base (with one hole) to the underside of the board using the short screw provided in the pack. The leg should be flush with the outer edge of the deck board. Tap the inside edge of the last board into the final row of exposed clips. Secure the Finishing Clip leg (with two holes) into the joist with the long screws provided in the pack.



Confirm the maximum overhang before proceeding.



B. Overhang the outside edge of the rim joist:

Attach the Finishing Clip base (with one hole) to the underside of the board using the short screw provided in the pack. The leg should be placed where it will meet the rim joist. Tap the inside edge of the last board into the final row of exposed clips. Secure the Finish Clip leg (with two holes) into the joist with the long screws provided in the pack.

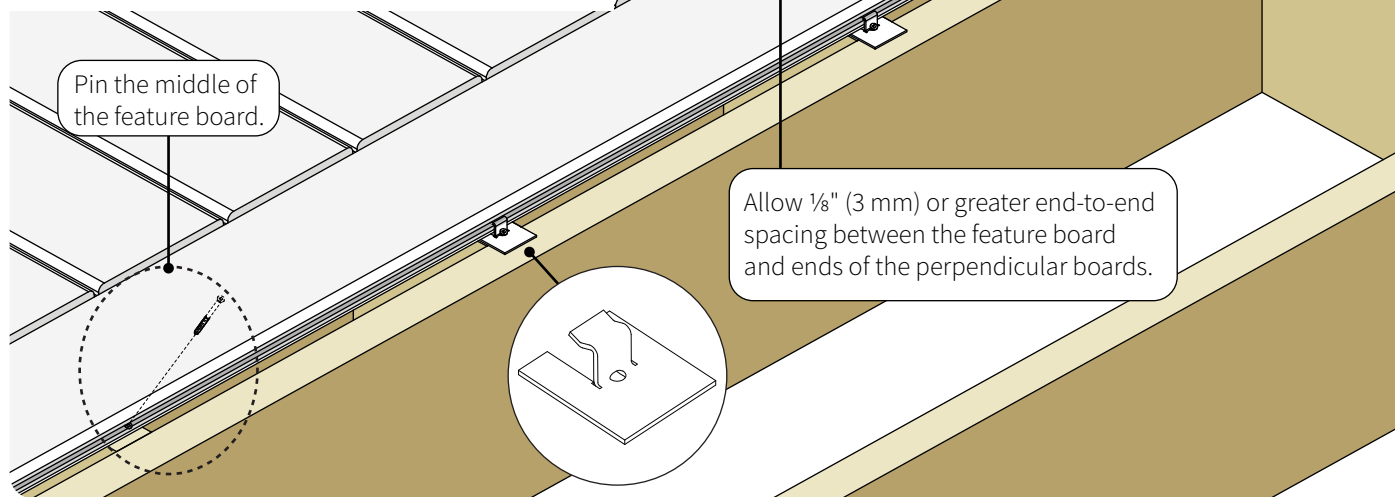


Feature Board

For an interesting design, install a feature board with Transitional Clips to define spaces within the decking surface or eliminate staggered butt joints.

Install joists to accommodate fasteners at the ends of the boards abutting the feature board.

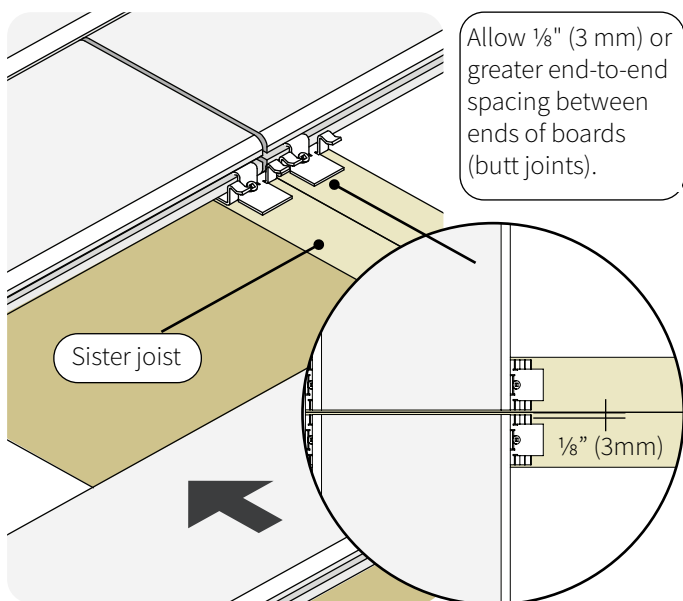
Use spacers to ensure a consistent gap between the edges of the feature board and the abutting board ends to allow for proper expansion and contraction.



Butt Joints

The end of each board that meets at a butt joint must be secured to a separate joist. Install sister joists as needed.

- For butt joints that are continuous the length of the joist, add a second joist to the primary joist to accommodate the second fastener.
- For random butt joints, secure a second piece of joist (approximately 18" in length) to the joint area.

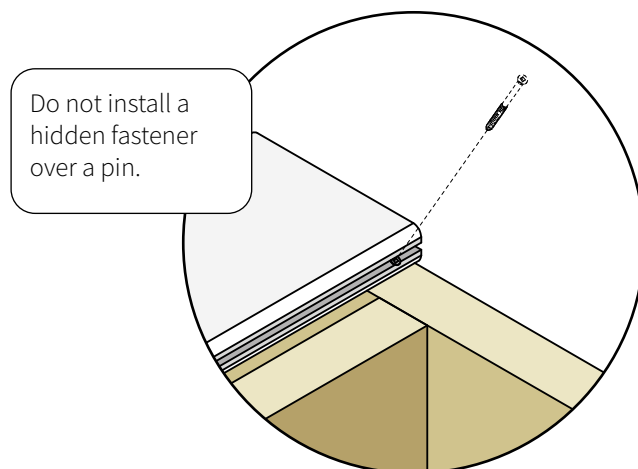


Pinning

Feature boards installed with hidden fasteners should be pinned to help limit the board's movement and maintain consistent gapping through seasonal temperature and moisture changes.

Use #7 stainless steel trimhead screws inserted at an angle into the groove. Align the pin to the center of the joist.

Affix a pin at both ends of the feature board and at the joist location closest to the middle of the board.



General Cleaning & Maintenance

As with all exterior products, periodic cleaning will help keep your deck looking its best. Below are recommendations for specific cleaning issues. If you have any questions or concerns about caring for your deck please call our Customer Service Team at 866.729.2378 or contact us online.

MoistureShield series that include a Fade and Stain Warranty should be cleaned within one week of exposure to prevent voiding the stain warranty. Refer to the MoistureShield Warranty document for coverage details.

ISSUE	SOLUTION
Dirt & Debris	Remove dirt and debris once per week with a broom or leaf blower. Use mild soap and warm water with a nylon scrub brush to gently remove dirt and grime as needed.
ALLOW MOISTURESHIELD VANTAGE PRODUCTS TO WEATHER NATURALLY FOR 3 TO 6 MONTHS BEFORE PROCEEDING WITH THE BELOW CLEANING METHODS.	
Bio Stains & Mold	Apply Olympic Premium Deck Cleaner* as directed; this is a bleach-based cleaner and may lighten the deck's surface appearance. For optimal results, apply over the entire deck surface to maintain color continuity. For lasting results after cleaning, use Spray and Forget* to help inhibit mold development. As a preventative measure, Spray and Forget can be used once a year in high mold environments. Read and follow all instructions and safety precautions provided by the cleaning product manufacturer before proceeding. Wear appropriate protective gear, such as safety glasses and gloves.
Water spots, Tannin Stains, Rust Stains	Use a deck brightener* containing oxalic acid to remove these spots. Deck brightener will cause the deck boards to lighten. For optimal results, apply over the entire deck surface to maintain color continuity.
Food Oil & Grease Stains	Use a household degreasing agent, such as dishwashing liquid, to remove food-grade oil and grease stains as soon as the stain is noticed. Apply with warm water and gently scrub the area with a nylon brush. Thoroughly rinse the detergent off the deck with warm water. If the stain sits for more than two hours, the most effective method of removal is with an oil stain remover formulated for decking.
Pressure Washing	Pressure wash as needed to remove built-up grime. Pressure washing with too much pressure can cause irreversible damage to composite decking. Use no more than 1300 PSI and keep the wand at least 10 inches from the deck surface.
Snow & Ice	Use a clear ice melt formula or rock salt to prevent accidental stains on your deck from these materials. Select ice melt that indicates it's safe for use on concrete and flagstone, as well as safe for children and pets. Remove excess ice melt or salt from your deck with a push broom. Clean your deck as soon as outdoor temperatures permit with warm soapy water and a thorough rinse to ensure the surface is clear of any remaining ice melt or rock salt. Do not use sharp tools (such as metal shovels, metal or plastic ice picks) to clear snow and ice. They can accidentally gouge your deck surface. Do not apply sand over your decking to create traction. Sand is highly abrasive and can scratch any composite decking surface.
Scratches & Surface Abrasions	Vantage products have self-healing properties which make scratches and scuffs less severe and noticeable over time through exposure to heat and sunlight. See additional information in the Addressing Damaged Boards section.

*Follow all package directions for proper usage, safety precautions and disposal. In some cases, more stubborn stains will require reapplying cleaners until the desired level of cleanliness is achieved. Remember to always test chosen cleaners in a small inconspicuous area of your deck for approved results. Never mix other cleaners (ammonia, phosphoric acid, etc.) with bleach.



Damaged Boards

MoistureShield composite decking features our innovative Solid Core Difference™, a proprietary barrier that fights against damage from moisture, rot, insects and other harmful elements. MoistureShield boards are far more durable than natural wood decking or pressure-treated deck boards, so you'll spend less time maintaining your deck and more time enjoying your deck.

MoistureShield boards are built to withstand typical use. Light scratches on our uncapped Vantage series boards will fade in 12 - 16 weeks due to its self-healing properties. Our Elevate, Meridian, and Vision series feature polymer caps, offering levels of enhanced scratch resistance built right in the board.

Areas with heavy damage, such as deep abrasions or broken boards, may require replacement of affected boards. Steps for replacing boards depend on the type of fastener used to secure them to the joists. Reference the following step-by-step instructions for Face Screws or Hidden Fasteners.

DO NOT sand the top surface of composite decking boards to remove scratches. Sanding will remove the embossed surface texture and cause discoloration.

DO NOT attempt to fill deep scratches with putty or wood fillers. These materials will not adhere to composite decking due to the plastic content.

DO NOT apply paints, stains, or sealers to repair scratches or change the overall look of your composite decking. These products will not adhere to composite decking due to the plastic content.



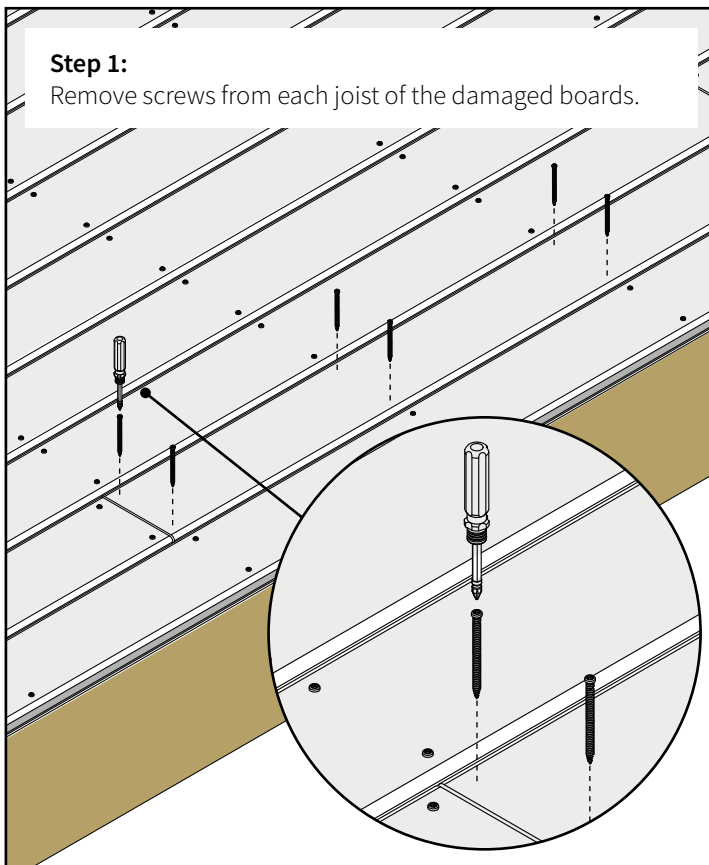
Vision Mochaccino



Board Replacement - Face Screws

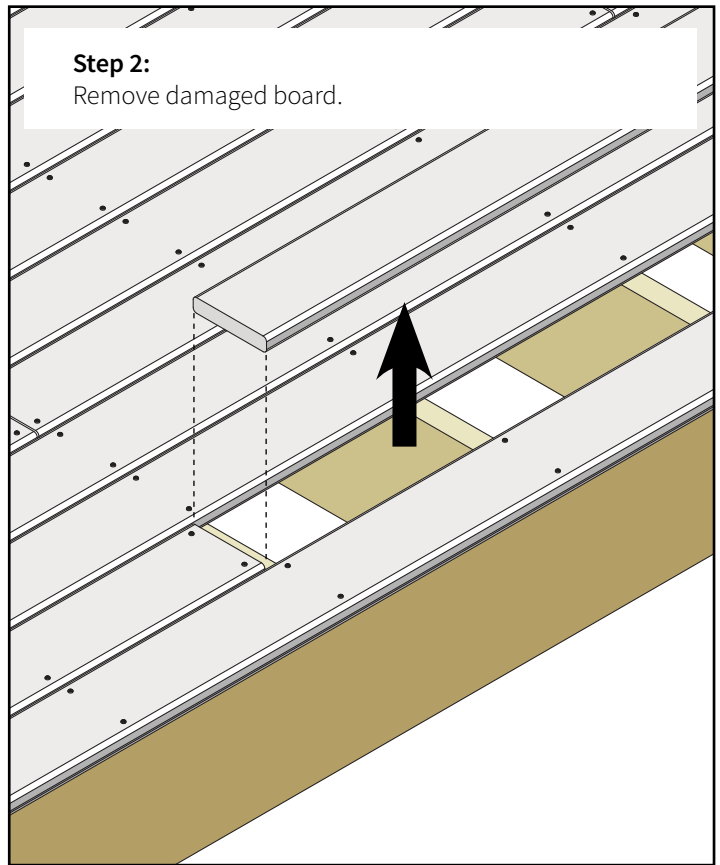
Step 1:

Remove screws from each joist of the damaged boards.



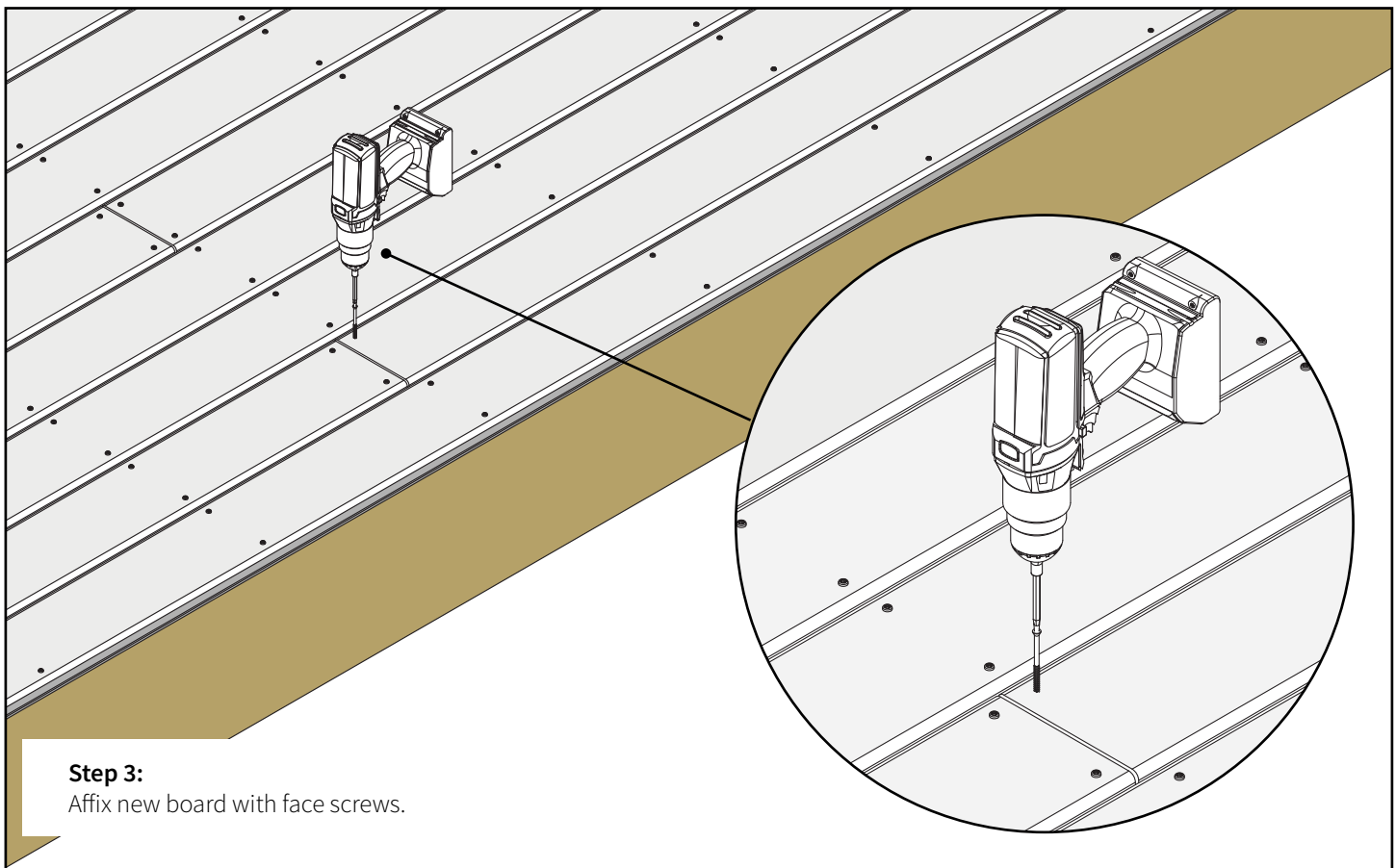
Step 2:

Remove damaged board.



Step 3:

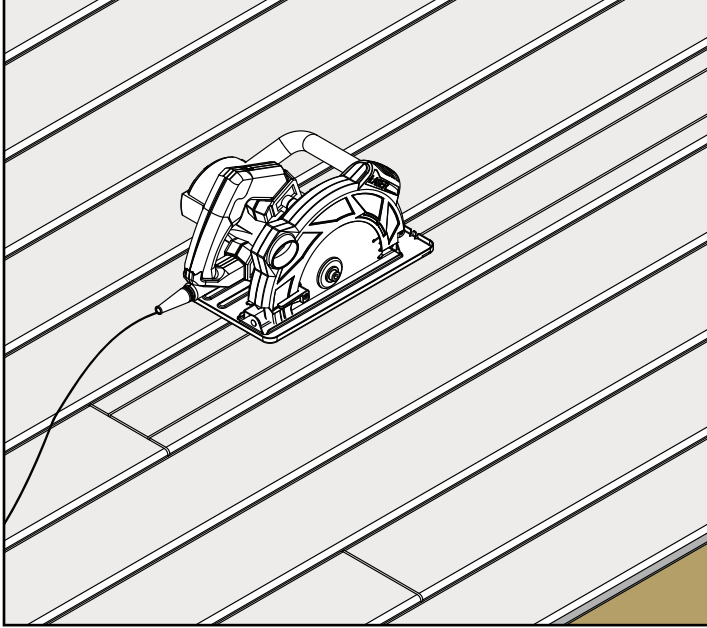
Affix new board with face screws.



Board Replacement - Hidden Fasteners

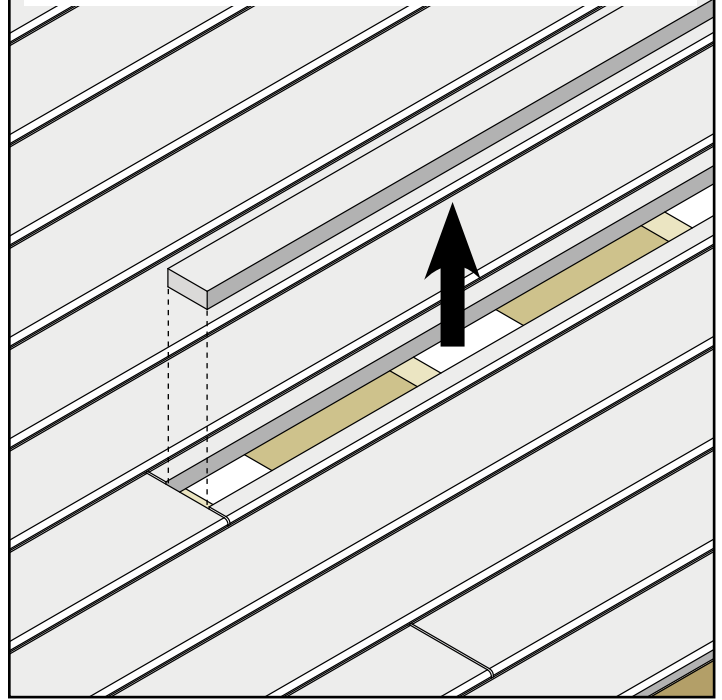
Step 1:

Cut with a circular saw two parallel slots the length of the deck board. Cutting the two slots will result in the deck board being cut into three pieces.



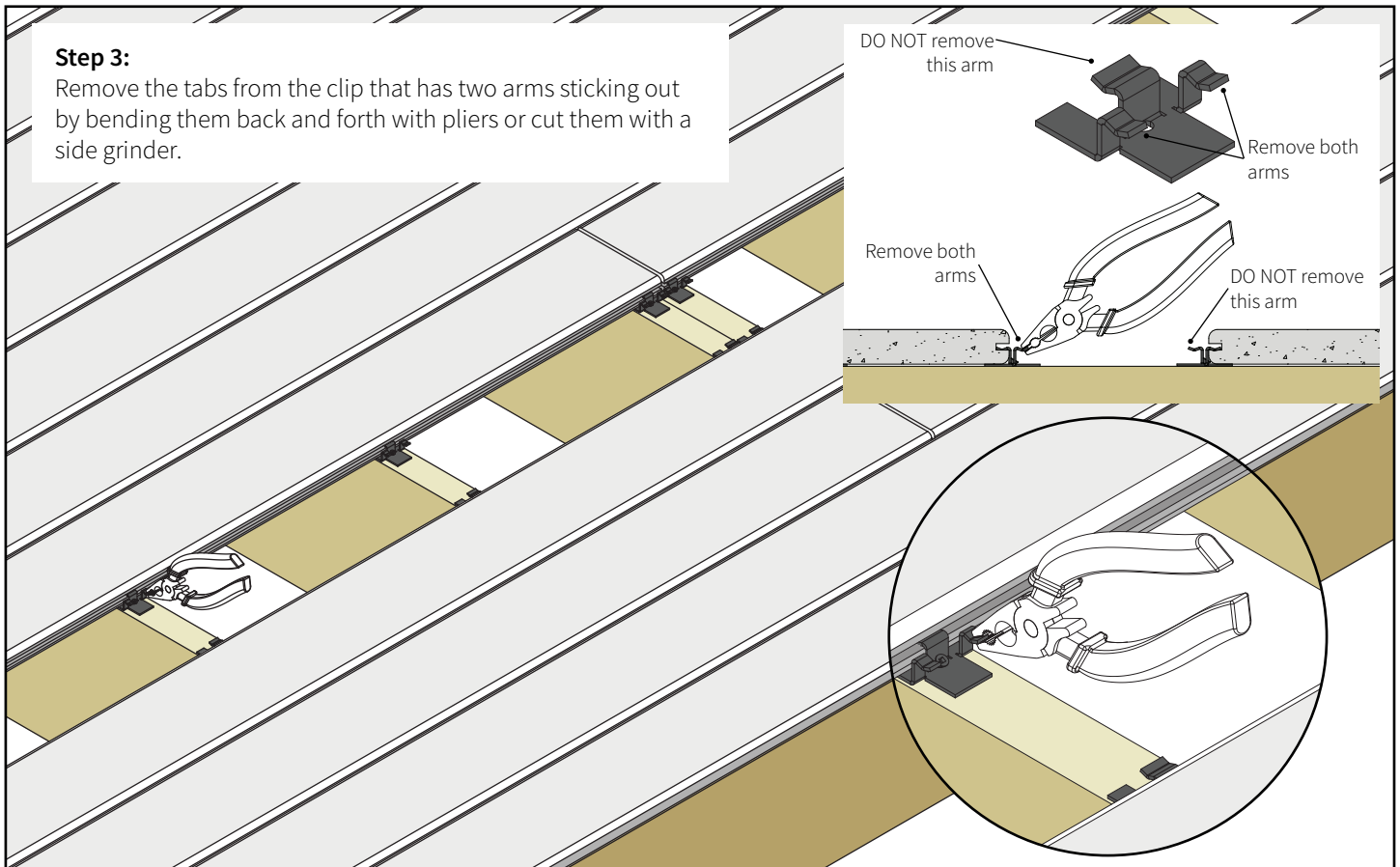
Step 2:

Remove all three pieces of the deck board.



Step 3:

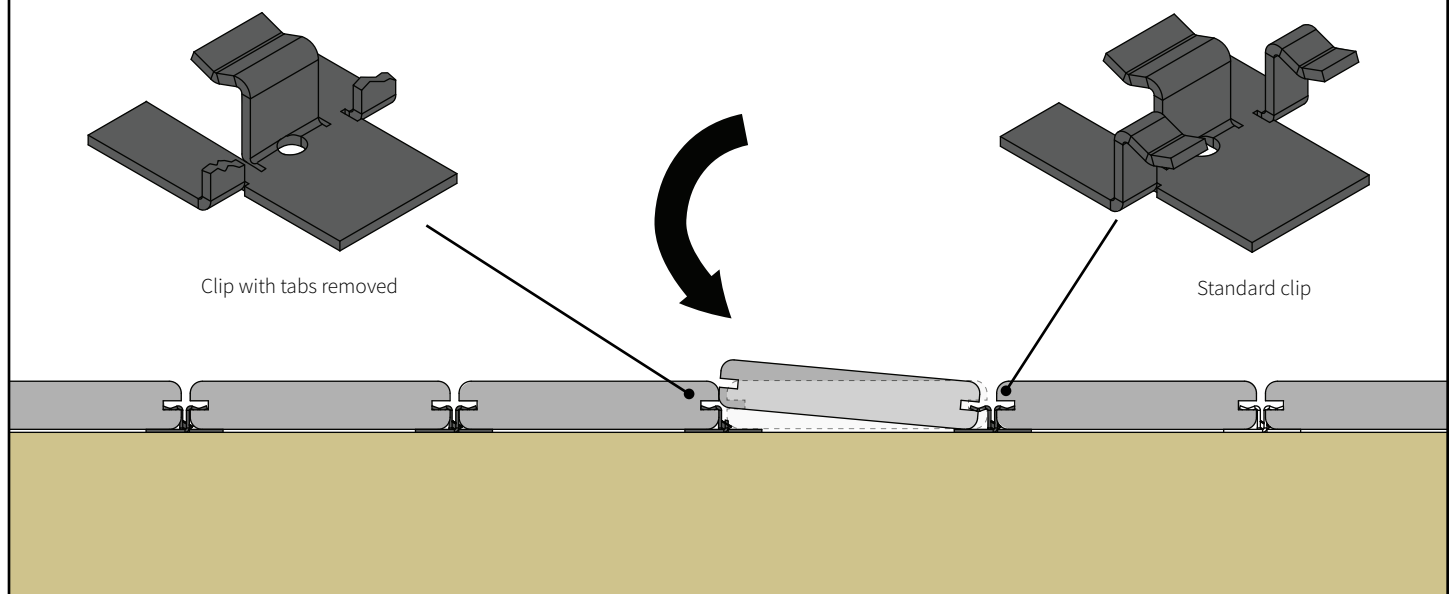
Remove the tabs from the clip that has two arms sticking out by bending them back and forth with pliers or cut them with a side grinder.



Board Replacement - Hidden Fasteners

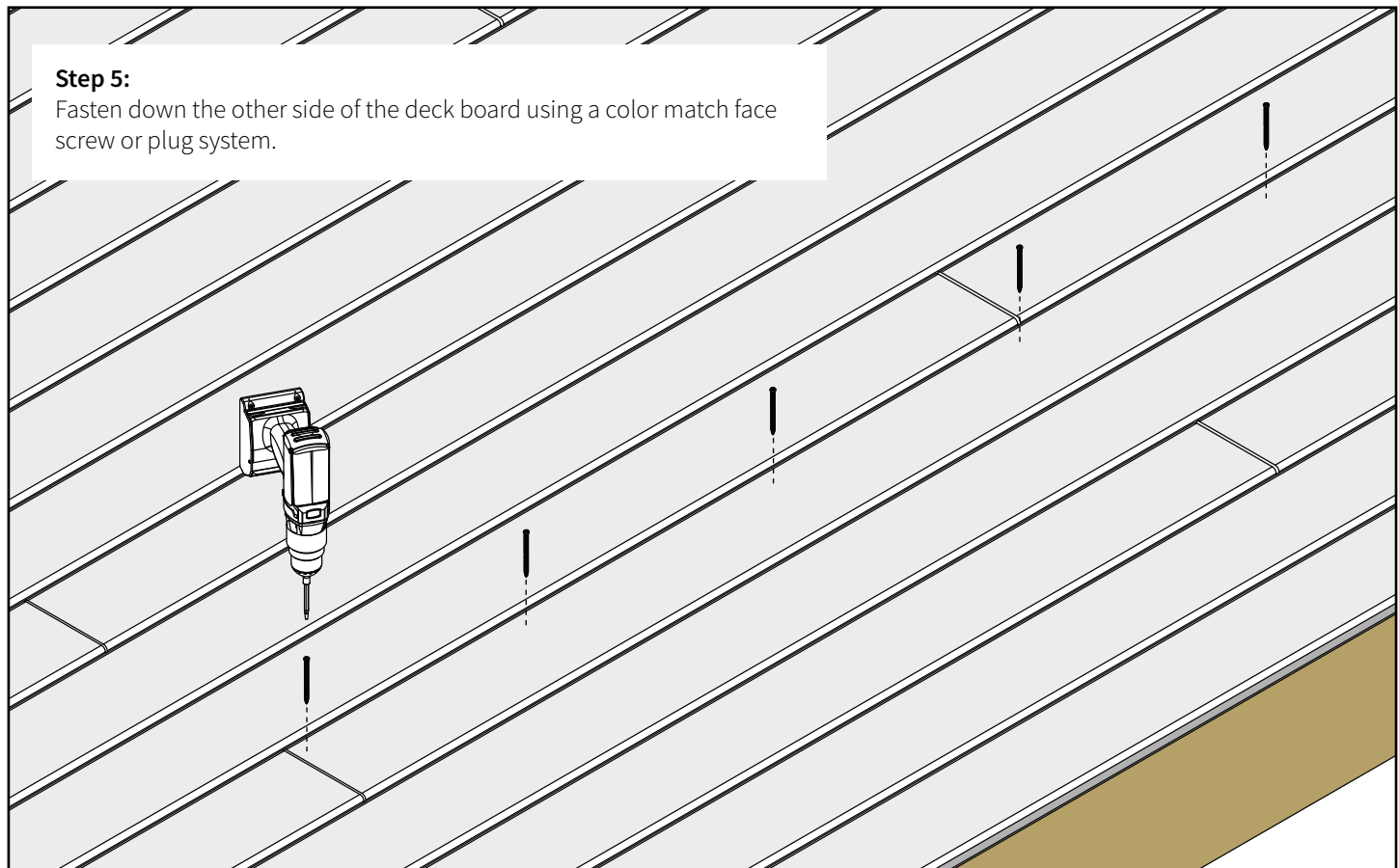
Step 4:

Slide the new deck board into the clip that still has the one tab remaining.



Step 5:

Fasten down the other side of the deck board using a color match face screw or plug system.



NOTES

Use this section to sketch your design ideas!

Visit moistureshield.com or your local MoistureShield dealer for samples of your favorite series and colors.

[illegible]

NOTES

Use this section to sketch your design ideas!

Visit moistureshield.com or your local MoistureShield dealer for samples of your favorite series and colors.

This image shows a full page of blank graph paper. The grid consists of small, equal-sized squares formed by thin black lines. There are no margins, text, or other markings on the page.



[MOISTURESHIELD.COM](https://www.moistureshield.com)

PART 5 – PERMITS



MoistureShield® Decking Limited Warranty

EFFECTIVE DATE:

THIS LIMITED WARRANTY IS IN EFFECT FOR ALL MOISTURESHIELD DECKING PRODUCTS INSTALLED AFTER 1/1/2024. THIS LIMITED WARRANTY SETS FORTH BOTH THE STRUCTURAL WARRANTY COVERAGE AND FADE AND STAIN WARRANTY PROVIDED BY MOISTURESHIELD, INC. ("MOISTURESHIELD") IN CONNECTION WITH THE DECKING PRODUCTS EXPRESSLY DESCRIBED HEREIN AND NO OTHER PRODUCTS.

REGISTRATION

The original consumer purchaser may register online at www.MoistureShield.com/warranty to help facilitate claims made under this limited warranty. Registration is not required to activate warranty coverage.

OPEN JOINT CLADDING INSTALLATIONS

The Limited Structural and Fade and Stain Warranties described herein for Meridian and Vision decking installed as open joint cladding shall have the same limited warranty coverage provided it is used for its intended purpose and properly installed and maintained according to MoistureShield's published installation instructions.

50 YEAR LIMITED STRUCTURAL WARRANTY COVERAGE APPLIES TO VANTAGE, ELEVATE, MERIDIAN, & VISION

The structural limited warranty (the "Structural Warranty") for MoistureShield composite decking used in residential decking construction (the "Product") applies to the original consumer purchaser or the first subsequent owner registered transferee of the residence on which the Product is installed. This Structural Warranty covers decks installed within the United States and Canada and warrants the Product (i) to be free from defects in material and manufacture and, (ii) when used for its intended purpose and properly installed and maintained according to MoistureShield's published installation instructions to (a) resist rot and (b) resist damage caused by insect or termite attacks. To be specific: this Product resists rot and insect damage, but it is not rot or insect proof.

The term of this Structural Warranty shall be fifty (50) years from the date of original purchase for a residential application. A residential application is installed on a single-family residence, any other application is considered commercial. If the Product fails to conform to this Structural Warranty during the first year after the Product is sold, MoistureShield in its sole discretion shall replace the defective Product and/or reimburse the homeowner for all or a portion of the product based on extent of defectiveness of the product, as determined by MoistureShield. For every year after the first year, any warranty payment or replacement described above shall be reduced by 2% of the original purchase price each year until the fiftieth year. For example: if the purchaser makes a warranty claim in year five of the warranty period, the maximum eligible value of the warranty replacement materials or refund payment shall be the original purchase price reduced by 8% (2% times four years – years 2, 3, 4, and 5).



MoistureShield® Decking Limited Warranty

YEAR OF CLAIM PRORATED STRUCTURAL WARRANTY SCALE

Yr1 100%	Yr6 90%	Yr11 80%	Yr16 70%	Yr21 60%	Yr26 50%	Yr31 40%	Yr36 30%	Yr41 20%	Yr46 10%
Yr2 98%	Yr7 88%	Yr12 78%	Yr17 68%	Yr22 58%	Yr27 48%	Yr32 38%	Yr37 28%	Yr42 18%	Yr47 8%
Yr3 96%	Yr8 86%	Yr13 76%	Yr18 66%	Yr23 56%	Yr28 46%	Yr33 36%	Yr38 26%	Yr43 16%	Yr48 6%
Yr4 94%	Yr9 84%	Yr 14 74%	Yr19 64%	Yr24 54%	Yr29 44%	Yr34 34%	Yr39 24%	Yr44 14%	Yr49 4%
Yr5 92%	Yr10 82%	Yr 15 72%	Yr20 62%	Yr25 52%	Yr30 42%	Yr35 32%	Yr40 22%	Yr45 12%	Yr50 2%

YEAR OF CLAIM PRORATED STRUCTURAL WARRANTY SCALE

MoistureShield's replacement of the defective product or granting of a refund as described above in this Structural Warranty SHALL BE THE SOLE AND EXCLUSIVE REMEDY for any defect described in the first paragraph of this Structural Warranty. THIS STRUCTURAL WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, LIABILITIES AND OBLIGATIONS ON MOISTURESHIELD.

This Structural Warranty covers MoistureShield composite decking replacement components only, and does not cover installation or replacement labor or any additional costs which might be incurred. In the event that MoistureShield supplies replacement decking, the warranty period for the replacement decking will not extend beyond the original warranty period set forth above and shall be subject to the same yearly prorated reduction in coverage as applies to the original decking.

COMMERCIAL WARRANTY

In locations where MoistureShield product(s) are installed that are (1) not occupied exclusively by the single family homeowner, (2) used for income producing purposes, or (3) used in a public or semi-public application, such as (but not limited to) a condominium, apartment building, house of worship, school, medical facility senior living facility, government building, restaurant, hotel, etc.. Then the Structural Warranty is made solely to the original owner of the structure ("commercial owner") and not transferrable. The term of the commercial owner's Structural Warranty is 20 years. A high traffic commercial project such as a boardwalk, theme park, or other high traffic area will receive a 10 year commercial Structural Warranty. Fade and stain warranties do not apply to the commercial warranty.

Year of Claim	Prorated Warranty
1	100%
2-6	75%
7-11	50%
12-16	25%
17-20	10%
21+	0%

Year of Claim	Prorated High Traffic Warranty
1	100%
2-4	50%
5-7	20%
8-10	10%
11+	0%



MoistureShield® Decking Limited Warranty

LIMITED LIFETIME STRUCTURAL WARRANTY COVERAGE APPLIES TO STRATOS COMPOSITE ENHANCED PVC

The limited lifetime warranty covers single-family residential properties only. This limited warranty extends to the original purchaser for as long as they own the property and one (1) individual transferee as specified herein. This Structural Warranty covers decks installed within the United States and Canada and warrants the Product (i) to be free from defects in material and manufacture and, (ii) when used for its intended purpose and properly installed and maintained according to MoistureShield's published installation instructions to (a) resist rot and (b) resist damage caused by insect or termite attacks. To be specific: this Product resists rot and insect damage, but it is not rot or insect proof.

In locations where MoistureShield product(s) are installed that are (1) not occupied exclusively by a single family homeowner, (2) used for income producing purposes, or (3) used in a public or semi-public application, such as (but not limited to) a condominium, apartment building, house of worship, school, medical facility senior living facility, government building, restaurant, hotel, etc., then the Structural Warranty is made solely to the original owner of the structure ("commercial owner") and not transferrable. The term of the commercial owner's Structural Warranty is 20 years. A high traffic commercial project such as a boardwalk, theme park, or other high traffic area will receive a 10 year commercial Structural Warranty. Fade and stain warranties do not apply to the commercial warranty.

Limited Lifetime warranty coverage will be extended to one (1) transferee with the following limitations: the one (1) transfer shall only be from residential homeowner (original Product purchaser) to a second residential homeowner. After a transfer, the warranty is valid twenty (20) years from the date of the original purchase.

The twenty (20) year limited warranty for commercial installations cannot be transferred.

MATERIAL & JOB-SITE INSPECTION

Inspect all materials carefully before installation. Warranties do not cover materials with visible defects once they are installed. It is the responsibility of the installer/owner to determine if the job-site conditions are environmentally acceptable and that the sub-structure system is acceptable for the installation of MoistureShield decking. MoistureShield declines any responsibility for decking failures or problems associated with or resulting from sub-surface structural or environmental deficiencies or job-site damage after the decking has been installed.

INSTALLATION STANDARDS

The Product must be installed according to MoistureShield's approved installation instructions found online at <https://www.moistureshield.com/support/installation-instructions/> and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to properly install the product per the manufacturer's published instructions including proper gapping and spacing may affect Product performance and voids the Structural Warranty.



MoistureShield® Decking Limited Warranty

Product	Structural Warranty	30 Year Fade and Stain	40 Year Fade and Stain	50 Year Fade and Stain
Vantage	50 Year			
Elevate	50 Year	✓		
Meridian	50 Year		✓	
Vision	50 Year			✓
Stratos	Limited Lifetime			✓

FADE AND STAIN WARRANTIES

The following described Fade and Stain limited warranty coverages (each a “F&S Warranty”) for the Product used in residential decking construction applies to the original consumer purchaser or the first subsequent owner of the residence on which the Product is installed.

30 Year Term		40 Year Term		50 Year Term	
Year of Claim	Prorated Warranty	Year of Claim	Prorated Warranty	Year of Claim	Prorated Warranty
0-10	100%	0-10	100%	0-10	100%
11-12	90%	11-13	90%	11-14	90%
13-14	80%	14-16	80%	15-18	80%
15-16	70%	17-19	70%	19-22	70%
17-18	60%	20-22	60%	23-26	60%
19-20	50%	23-25	50%	27-30	50%
21-22	40%	26-29	40%	31-34	40%
23-24	30%	30-33	30%	35-38	30%
25-26	20%	34-37	20%	39-42	20%
27-30	10%	38-40	10%	43-50	10%

Vantage (no fade or stain warranty)

MoistureShield Vantage does not have a fade or stain warranty. The only warranty that applies to Vantage is the above Structural Warranty.



MoistureShield® Decking Limited Warranty

Elevate 30 Year Residential Fade & Stain Warranty (30 Year F&S Warranty™)

MoistureShield warrants under normal use and service conditions:

(1) The Elevate Product will not fade in color from light and weathering exposure, as measured by a color change of more than 5 Delta E (CIE) units for the Elevate line. While the Elevate Product is designed to resist fading, no material is fade proof when subjected to exposure of ultraviolet (UV) rays and the elements.

(2) The Elevate Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Elevate Product, including items such as condiments (barbecue sauce, ketchup, mustard, mayonnaise), salad dressing and salad oils, grease, tea, wine, coffee, fruit punch, sodas and other food and beverage related items that would typically be present on a residential deck, provided that such substance are removed from the Elevate Product with soap and water or mild household cleaners after no more than one (1) week of exposure of the substances to the surface of the Elevate Product. Notwithstanding the foregoing, MoistureShield does not warrant that the Elevate Product is stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, this 30 Year F&S Warranty does not cover any staining or damage to the Elevate Product resulting from abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal residential deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, plant foods or other bactericides.

The above described Elevate Product 30 Year F&S Warranty applies to residential decking installed within the United States and Canada and has a thirty (30) year term from the date of the original consumer purchase. The Elevate Product 30 Year F&S Warranty coverage shall be prorated from the original purchase price based on the year a warranty claim is made, as described in the above schedule.

Meridian 40 Year Residential Fade & Stain Warranty (™40 Year F&S Warranty™)

MoistureShield warrants under normal use and service conditions:

(1) The Meridian Product will not fade in color from light and weathering exposure, as measured by a color change of more than 5 Delta E (CIE) units for the Meridian line. While the Meridian Product is designed to resist fading, no material is fade proof when subjected to exposure of ultraviolet (UV) rays and the elements.

(2) The Meridian Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Meridian Product, including items such as condiments (barbecue sauce, ketchup, mustard, mayonnaise), salad dressing and salad oils, grease, tea, wine, coffee, fruit punch, sodas and other food and beverage related items that would typically be present on a residential deck, provided that such substance are removed from the Meridian Product with soap and water or mild household cleaners after no more than one (1) week of exposure of the substances to the surface of the Meridian Product. Notwithstanding the foregoing, MoistureShield does not warrant that the Meridian Product is stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, this 40 Year F&S Warranty does not cover any staining or damage to the Meridian Product resulting from abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal residential deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, plant foods or other bactericides.



MoistureShield® Decking Limited Warranty

The above described Meridian Product 40 Year F&S Warranty applies to residential decking installed within the United States and Canada and has a forty (40) year term from the date of the original consumer purchase. The Meridian Product 40 Year F&S Warranty coverage shall be prorated from the original purchase price based on the year a warranty claim is made, as described in the above schedule.

Stratos and Vision Limited 50 Year Fade & Stain Warranty (“50 Year F&S Warranty”)

MoistureShield warrants under normal use and service conditions:

(1) The Stratos and Vision Products will not fade in color from light and weathering exposure, as measured by a color change of more than 5 Delta E (CIE) units. While the Vision Product is designed to resist fading, no material is fade proof when subjected to years of exposure to ultraviolet (UV) rays and the elements.

(2) The Stratos and Vision Products will resist permanent staining from food and beverage items that may be spilled onto the surface of the Stratos and Vision Products, including items such as condiments (barbecue sauce, ketchup, mustard, mayonnaise), salad dressing and salad oils, grease, tea, wine, coffee, fruit punch, sodas and other food and beverage related items that would typically be present on a residential deck, provided that such substance are removed from the Vision Product with soap and water or mild household cleaners after no more than one (1) week of exposure of the substances to the surface of the Stratos and Vision Products. Notwithstanding the foregoing, MoistureShield does not warrant that the Stratos and Vision Products are stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, this warranty does not cover any staining or damage to the product resulting from abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal residential deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, plant foods or other bactericides.

The above described Stratos and Vision Products F&S Warranty applies to residential decking installed within the United States and Canada and has a fifty (50) year term from the date of the original consumer purchase. The Stratos and Vision F&S Warranty coverage shall be prorated from the original purchase price based on the year a warranty claim is made, as described in the above schedule.

ORAL STATEMENTS

A sales representative of MoistureShield may have made oral statements about any of the Products described in this limited warranty. Such statements are not warranties. This writing embodies the entire limited warranty of MoistureShield® Decking and is a complete and exclusive statement of the terms and remedies under this limited warranty issued for MoistureShield Decking. MoistureShield shall not be bound by any statement or representation as to the performance or weatherability of MoistureShield decking products, unless accompanied by a signed written document from an officer of MoistureShield. The purchaser or owner is solely responsible for determining the suitability of MoistureShield decking for its intended application, including whether the product conforms to applicable building codes or safety regulations in a particular area.



MoistureShield® Decking Limited Warranty

SPECIFIC EXCLUSIONS

In addition to conditions and exclusions set forth elsewhere in this document, this limited warranty does not cover damage or defects in any of the products resulting from or in any way attributable to:

- (a) the improper storage, handling or installation of the Product (including, without limitation, failure of the product to be installed in strict compliance with the terms and conditions set forth in this warranty) or improper installation of joists or other accessories.
- (b) improper gapping and spacing, including butting boards tightly together;
 - recommended side-by-side gap spacing: standard decking installation gap spacing $\frac{3}{16}$ " minimum to $\frac{1}{4}$ " maximum; marine decking installation reference your local building code; WUI (SFM 12-7A-4A) compliant installations gap spacing $\frac{1}{8}$ " exact)
 - recommended end-to-end butt joint: $\frac{1}{8}$ " minimum to $\frac{3}{16}$ " maximum to accommodate substructure movement due to changes in ambient moisture
- (c) neglect, such as failure to provide reasonable maintenance to prevent accumulation of dirt, mildew, staining materials, pollution, exposure to chemical products, or incompatible cleaners;
- (d) abuse, such as vandalism, intentional damage, riot, or insurrection;
- (e) misuse; such as construction debris.
- (f) repair or alteration;
- (g) settlement or shifting of the ground, foundation and/or structural movement and/or movement of materials to which the Product is attached;
- (h) incorrect design of the structure;
- (i) exceeding the maximum designed live loads, 100 lbs/sq ft at 16"; 100 lbs/sq ft at 24" for Stratos, Vision 2x6, and Vantage 2x6 and 2x8;
- (j) acts of God including, but not limited to, hurricane, tornado, flood, hail, earthquake, or other severe weather or natural phenomena;
- (k) specific to fade and stain, efflorescence or performance of paint/coatings applied to the product at any time, or lack thereof;
- (l) variations or changes in color, including fading; including comparative discoloration of the decking due to overlay of a rug, mat, or other item precluding uniform exposure of the decking to sunlight and other elements.;
- (m) environmental conditions such as mold or mildew on decking surface;
- (n) deformation caused by high heat sources (over 250 degrees) including but not limited to grills, fire pits, foil, sheathing, low-e glass windows, and low-e glass doors;
- (o) staining from oil, grease, dirt (or other external substance); MoistureShield does not warrant this product as stain proof.
- (p) normal weathering due to exposure to UV, sunlight, weather, and environmental hazards or conditions;



MoistureShield® Decking Limited Warranty

(q) defects that cannot be seen from a standing position;

(r) any cause other than manufacturing defects attributable to MoistureShield.

MOISTURESHIELD EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: IN NO EVENT WILL MOISTURESHIELD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. If the laws of a particular state require terms other than or in addition to those contained in this limited warranty, this limited warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this limited warranty or any provision of this limited warranty or to prevent the imposition of fines, penalties or any liability.

This limited warranty also excludes color variation between orders, individual planks, and/or samples. It is the installer's responsibility to document the installation date.

This limited warranty does not cover decking donated, purchased on clearance, or at auction.

THE WARRANTIES AND REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. THERE ARE NO OTHER WARRANTIES REMEDIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED, AND MOISTURESHIELD SHALL HAVE NO LIABILITY THEREFORE, NOTWITHSTANDING (1) MOISTURESHIELD'S ACTUAL KNOWLEDGE OF ANY INTENDED USE OF THE PRODUCTS, OR (2) ANY ADVICE OR REPRESENTATION THAT MAY HAVE BEEN RENDERED BY MOISTURSHIELD CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE, USE, INSTALLATION, OR PROVISION OF THE PRODUCTS.

MODIFICATION AND ALTERATION OF PRODUCT

MoistureShield shall have no responsibility hereunder for Product subjected to further processing or alteration after shipment other than ordinary filling by the installer.

MoistureShield reserves the right to discontinue or modify any of its products, including the color of its products without notice to the purchaser. MoistureShield does not warrant that any replacement material will match or be identical to the original Product as replacement products may vary in color or gloss in comparison to the original Product as a result of normal weathering.



MoistureShield® Decking Limited Warranty

MAKING A CLAIM

The purchaser or properly registered owner must provide written notice to MoistureShield within thirty (30) days after discovery of any claimed defect or failure covered by this limited warranty and before beginning any permanent repair.

The notice must describe the location and details of the defect and such information as is necessary for MoistureShield to investigate the claim. Photos of the Product showing the defect or failure are required and should accompany the notice. Proof of purchase must also be submitted when submitting a claim.

If making a claim relating to stain resistance:

- Purchaser must try to clean affected area of the deck by using soap and water or mild household cleaners after no more than one (1) week of exposure to the food or beverage to the decking or first appearance of mold or mildew.
- If the decking remains reasonably unsatisfactory after cleaning procedures, then purchaser must have the stain professionally cleaned at purchaser's expense.
- If the stained area remains unsatisfactory after the professional cleaning, purchaser must make a claim under the limited warranty within thirty (30) days after the professional cleaning.

All claims under this limited warranty must be addressed to:

MoistureShield, Inc.

801 Jefferson St

Springdale AR 72764

or may be made on the internet at <http://www.moistureshield.com>, or by emailing mscustomerservice@oldcastle.com. All claims must include proof of purchase, including the date and location purchased, along with the original purchase invoice to show that sufficient MoistureShield Decking has been purchased to cover the material in the claim. A MoistureShield representative must be granted access to the Product for inspection. MoistureShield will not be liable for any Products repaired or replaced without prior written consent from MoistureShield.

Upon receipt of a claim under this limited warranty, MoistureShield may require possession of all or a portion of the defective or damaged material prior to making a full or partial refund or providing new MoistureShield Decking components.

SETTLEMENT OF CLAIM

Acceptance of any refund or material replacement by MoistureShield pursuant to this warranty shall constitute a settlement and release of all claims held by any covered person hereunder for damages or other relief.

Information regarding this warranty may be obtained by calling 866-729-2378 or emailing mscustomerservice@oldcastle.com

Please refer to customer information bulletin for proper installation information.

MoistureShield, Inc.

801 Jefferson St

Springdale AR 72764



Ring's End, Inc.
28 Hope St
Niantic, CT 06357-2444
+1 (860) 739-5441
www.ringsend.com

BILL TO:

EAST LYME TOWN OF
PO BOX 519
NIANTIC, CT 06357
+1 (860) 691-4113
publicsworks@eltownhall.com

Store Hours: Mon - Sat 7 AM to 5 PM

SHIP TO:

PETER GILIBERTO
11 W MAIN ST
NIANTIC, CT 06357-2319
860-691-4103
3 WEEK LEAD-TIME

SALES QUOTATION



01QTN9019496289267

SALES QUOTE #

SQ0021057

CUSTOMER DETAILS

Account # 8222
Account Name EAST LYME TOWN OF
Account Type CHARGE

TRANSACTION DETAILS

Date Issued 7/8/2026 1:37:44 PM
Expiration Date 7/22/2026 1:37:44 PM
Store Niantic, CT
Salesperson Ed Abbiati
Terms Special Terms
Page Number 1/1

Item Code	Selling Qty.	Units	Description	Pricing Qty.	Price Per Unit	Net Amount
SOCD ZZ00098403	1,152	ea	2x6x12 MOISTURESHIELD VANTAGE CAPE COD GRAY	1,152	60.00 / ea	E 69,120.00

SALES TAX DETAIL

Tax Exemption Certificate		CT Exempt Under CERT-134	
		CT Exempt Under CERT-134	
Description	Rate	Sales Tax Amount	
CT Sales Tax Exempt	0%	0.00	

This Sales Quotation represents Ring's End, Inc. and any of its subsidiary companies' interpretation of plans and specifications furnished by you. The Sales Quotation is only for the material as listed and is not intended to preclude the need for additional material or products to complete your project. Ring's End, Inc. and any of its subsidiary companies offer no guarantee, either expressed or implied, that this Sales Quotation may be taken as a statement of all required material. Additional responsibilities of the owner (or owner's agent) include, but are not limited to, verifying sizes, specifications, code requirements and all quantities prior to placing orders. If allowances have been included in this Sales Quotation they represent only a recognition that these products may be necessary, but are not meant to be taken as specification of actual product or final pricing for the same.

This Sales Quotation is valid until 7/22/2026

TRANSACTION TOTALS

Net Amount \$69,120.00
Miscellaneous Charges \$0.00
Freight \$0.00
CT Sales Tax \$0.00
Quote Total \$69,120.00

AGREED TO BY:

ENGINEERING

X

Date Printed: 7/8/2026 1:57:52 PM

PART 5 – PERMITS

NOTICE TO CONTRACTOR - PERMITS

The Town is responsible for obtaining an entry (encroachment) permit from the Department of Transportation for work within the State right-of-way. The Contractor is responsible to meet any CT DOT (encroachment) permit conditions.

Note: These plans and specifications have already been submitted to CT DOT. These plans were developed with input from the DOT. Any design issues or plan modifications required by DOT will be addressed by the Town.

The cost for compliance with all necessary permits shall be included in the overall cost of the project to include traffic control and erosion control, etc. There will be no direct payment to the Contractor for permit compliance above the bid.

ORIGINAL

TOWN EAST LYME	ROUTE NO. 156	PMT 2B-REV 8/00 (302-06-0386) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 7/2/2026	PERMIT NO. 2021869 Page 1 of 2
NAME OF HIGHWAY Main Street			DATE EFFECTIVE	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS 22 Main Street (Route 156) at Cini Park			DATE OF EXPIRATION 7/2/2027	AMT. OF SURETY BOND CERTIFY CHECK
			SURETY COMPANY/BANK	
TO: TOWN OF EAST LYME 108 PENNSYLVANIA AVENUE NIANTIC, CT 06357			BOND NUMBER: PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE. PLEASE RETURN AT ONCE.	
			FEE: N/C DATE REC'D: PO/WO NO:	

Permission is hereby granted to do the following work under the control and direction of the Department of Transportation, Bureau of Engineering and Highway Operations at the location designated hereon, subject to the statements made on the application for permit, and to the pertinent provisions of the current Highway Encroachment Permit Regulations manual, including amendments thereto.

This permit does not become effective until all necessary local and State licenses and permits are obtained by the Permittee or designated agent, and further the Permittee shall be subject to all Federal, State and local regulations.

This permit is issued in strict compliance with, but not limited by, the following specific requirements, referenced attachments, and the current edition of Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction as applicable.

The Department of Transportation Permit Inspector, Jay Fellows O:860-823-3227 C:860-965-5369, MUST BE NOTIFIED AND THE CALL BEFORE YOU DIG REQUEST NUMBER RECORDED 48 HOURS IN ADVANCE OF STARTING WORK ON THE PROJECT. REQUEST NO. _____

Permission granted to work within the highway right of way at 22 Main Street (Route 156) at Cini Park to repair weathered wooden decking on the boardwalk and a sidewalk detour as delineated on the permit application received on July 1, 2026. All work shall be in accordance with the current publication of the Department of Transportation "Standard Specifications for Roads, Bridges, and Incidental Construction," the latest Department Standard Details, and the following stipulations:

***** A COPY OF THIS PERMIT MUST BE AVAILABLE ON SITE AT ALL TIMES. *****

- Vehicular and pedestrian traffic must be adequately protected through the use of appropriate traffic control patterns. Uniformed police officers or personnel who are certified for traffic control to a level equivalent to the National Safety Council shall be utilized to direct traffic through the work area. All traffic control signing and appurtenances shall be in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" and must meet NCHRP 350 requirements.
- No work that will interfere with the flow of traffic will be permitted before 8:30 a.m. and after 4:00 p.m., Monday through Friday.
- Holiday Restrictions- No permit work within the highway right of way will be permitted the day before a legal holiday and no work shall be resumed until 12:00 noon the day following the holiday, unless otherwise approved or indicated. Weekends shall be considered as part of the holiday when the legal holiday falls on either Friday or Monday.
- The storing of construction materials within the highway right of way will not be allowed. Equipment shall be removed from the right of way when not in use.
- Proper reflective attire must be worn at all times when working within the State's right of way.
- This area must be kept clean and free of debris.
- The detour signs shall be placed so as not to impede sightline or other signs.
- The Department is not responsible for any damage to the signs or sign assemblies.

The Permit Inspector must be notified upon completion of work for final inspection and approval.

CALL Before you DIG! TOLL FREE, STATEWIDE 1-800-922-4455

Any and all liability for injury, damage or loss resulting from such work as may be undertaken under the terms of this permit is assumed by the Permittee. The Permittee is hereby designated responsible for all future maintenance of all installations or encroachments constructed under this Permit, which in the sole judgement of the State are not part of the highway appurtenances normally maintained by the State.

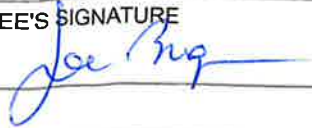
The Permittee hereby agrees to indemnify and hold harmless the State of Connecticut for any and all such injury, damage, or loss that may be incurred, either directly, or as a result of said work, and to reimburse the Department of Transportation for any expenses incurred due to the performance of any such work undertaken under the terms of this permit.

This permit is revocable at the discretion of the Department of Transportation Commissioner or designated representative.CBH

ORIGINAL

TOWN EAST LYME	ROUTE NO. 156	PMT 2B-REV 8/00 (302-06-0386) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 7/2/2026	PERMIT NO. 2021869 Page 2 of 2
NAME OF HIGHWAY Main Street			DATE EFFECTIVE	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS 22 Main Street (Route 156) at Cini Park			DATE OF EXPIRATION 7/2/2027	AMT. OF SURETY BOND CERTIFY CHECK
TO: TOWN OF EAST LYME 108 PENNSYLVANIA AVENUE NIANTIC, CT 06357			SURETY COMPANY/BANK	
			BOND NUMBER:	
			PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE. PLEASE RETURN AT ONCE.	
			FEE: N/C	DATE REC'D:
			PO/WO NO:	

- All areas disturbed as a result of this operation will be restored to their original condition.
- The storing of materials within the highway right of way will not be allowed. Equipment shall be removed from the right of way when not in use.
- All liability is assumed by the permittee. All areas disturbed as a result of this operation will be restored to the equivalency of their original condition or better at permittee's expense. The permittee will be billed in full by the Department for engineering and replacement costs of any area disturbed or destroyed by the permitted operations.
- The Department reserves the right to require the permittee to reimburse the State for all expenses incurred in connection with this permit including but not necessarily limited to inspection, State-owned equipment, supplies, etc. as outlined under regulation 13b-17-11.
- Requirements of the permit are subject to change as field condition warrant. Any change will require a review and prior approval by the District Office.

PERMITTEE'S SIGNATURE 	DATE 7/9/26	DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS BY Arthur J. LaBrie DISTRICT MAINTENANCE DIRECTOR 
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