

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda
Meeting via Zoom

Thursday, August 5, 2021 @ 7 PM

(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION)

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/82627965913?pwd=cEZhd3dUUGU1K0VDNk14MkIjdWl3UT09>

Or Telephone:

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833

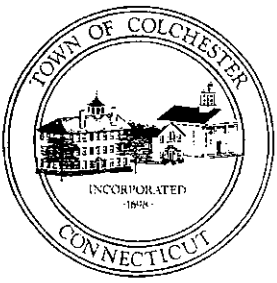
or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 826 2796 5913

Passcode: 181703

RECEIVED
COLCHESTER, CT
2021 AUG -4 PM 3:00
Mary Bylone
First Selectman

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CORRESPONDENCE:
6. CONSENT AGENDA
 - A. Approve Minutes of the July 15 Board of Selectmen Meeting
 - B. Approve 2022 contract for funding awarded for Making Memories Program and authorize the First Selectman to sign all necessary documents
7. Colchester Concession Stand
8. Norton Park Eversource Grant
9. CIPA Filter at Cragin Memorial Library
10. Approval of Addendum to Purchasing Policy – Federal Uniform Guidance Requirements
11. Request to Conduct Activity on Town-Owned Land
12. RFP 2021- 03 Bid Award Rapallo Viaduct Sewer Repair
13. RFP 2021-02 Bid Award and Appropriation for Demolition Services
14. Contract Amendment #1 Environmental Partners Group – Engineering Inspection to Support RFP 2021-03
15. Set Town Meeting Date for Town Budget
16. CITIZEN'S COMMENTS
17. FIRST SELECTMAN'S REPORT
18. LIAISON REPORTS
19. ADJOURN



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Minutes
Meeting via Zoom

Thursday, July 15, 2021 @ 7 PM

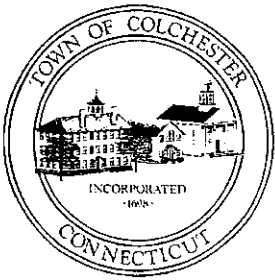
(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION)

Members Present: First Selectman Mary Bylone, Selectmen Rosemary Coyle, Denise Turner, Denise Mizla and Taras Rudko

Others Present: Ad Hoc Committee on Diversity and Inclusion Members: Joanne Philips, Joanne Rose, Lisa Johnson, Lauren Lorincz and Roberta Avery

1. CALL TO ORDER: First Selectman called the meeting to order at 7 p.m.
2. PLEDGE OF ALLEGIANCE
3. CITIZEN'S COMMENTS: None
4. CORRESPONDENCE: NONE
5. CONSENT AGENDA
 - A. Approve Minutes of the July 6 Board of Selectmen Special Meeting
 - B. Memorandum of Agreement with TVCCA for Senior Nutrition Services: R. Coyle motioned to approve the Consent Agenda, seconded by T. Rudko. **MOTION CARRIED UNANIMOUSLY**
6. Annual Contract for Parking for Senior Center Trips at St. Andrews Church: D. Mizla motioned to approve the facility usage/indemnity agreement with Saint Andrew Parish and the Diocese of Norwich and authorize the First Selectman to sign all necessary documents, seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**
7. Ad Hoc Diversity and Inclusion: Members of the Ad Hoc Committee on Diversity and Inclusion presented their recommendation on making the Ad Hoc Committee a permanent commission. R. Coyle motioned for the Board of Selectmen to call a Town Meeting to approve the creation of a permanent Diversity Equity & Inclusion Commission called CORE (Colchester's Openness to Respecting Equity) as per section c-1001B2 in the town charter, seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**
8. CITIZEN'S COMMENTS: Mary Tomasi thanked the members of the Ad Hoc Committee on Diversity and Inclusion.
Marge Mlodzinski asked the Board of Selectmen if they had any suggestions on groups the Senior Center Building Committee could present to as part of their public information campaign.
9. FIRST SELECTMAN'S REPORT: At the Town Meeting on July 14, both the Fire Apparatus Bonding and the Town Budget were moved to referendum.

RECEIVED
 COLCHESTER, CT
 2021 JUL 19 AM 11:37
 Mary Bylone
 First Selectman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda
Meeting via Zoom

Thursday, August 5, 2021 @ 7 PM

(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION)

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/82627965913?pwd=cEZhd3dUUGU1K0VDNk14MkIjdWl3UT09>

Or Telephone:

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833

or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 826 2796 5913

Passcode: 181703

RECEIVED
COLCHESTER, CT
2021 AUG -4 PM 3:00
Mary Bylone
First Selectman

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CORRESPONDENCE:
6. CONSENT AGENDA
 - A. Approve Minutes of the July 15 Board of Selectmen Meeting
 - B. Approve 2022 contract for funding awarded for Making Memories Program and authorize the First Selectman to sign all necessary documents
7. Colchester Concession Stand
8. Norton Park Eversource Grant
9. CIPA Filter at Cragin Memorial Library
10. Approval of Addendum to Purchasing Policy – Federal Uniform Guidance Requirements
11. Request to Conduct Activity on Town-Owned Land
12. RFP 2021- 03 Bid Award Rapallo Viaduct Sewer Repair
13. RFP 2021-02 Bid Award and Appropriation for Demolition Services
14. Contract Amendment #1 Environmental Partners Group – Engineering Inspection to Support RFP 2021-03
15. Set Town Meeting Date for Town Budget
16. CITIZEN'S COMMENTS
17. FIRST SELECTMAN'S REPORT
18. LIAISON REPORTS
19. ADJOURN

The Town of Colchester recently received a Brownfield Grant. The town is waiting to hear about a state grant for the Senior Center and a grant for the fire apparatus.

The playground is waiting on one more piece to be delivered and installed. The additional pieces will be purchased through fundraising.

The town has been working with Wayne's Tree Service to help remove some of the trees that have been identified as potentially dangerous.

10. LIAISON REPORTS: Denise Turner – No meetings

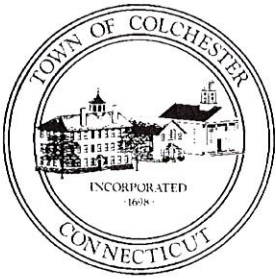
D. Mizla – Norton Park: They have \$27,586 in donations, that includes the \$15,000 grant they received. The bid for demolishing the house has gone out and they expect it should be torn down by Labor Day. They are working on another grant with Eversource

Youth and Social Services: The Youth First Coalition is looking to increase community collaboration by working with various sectors of the community including youth, law enforcement, religious and civic organizations and other entities.

R. Coyle – Chatham Health District Personnel and Finance Subcommittee met to discuss a work from home policy, the Juneteenth Holiday, sick time accumulation, designated and undesignated reserves management and PHHSBG Refund.

T. Rudko – No Meetings

11. ADJOURN: T. Rudko motioned to adjourn at 7:36 p.m., seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**



Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

Patricia A. Watts, Director of Senior Services/Municipal Agent

MEMORANDUM

To: Board of Selectmen

From: Patricia A. Watts, Director of Senior Services

Date: 07/15/2021

Re: Execution of Grant Contract with Senior Resources Agency on Aging

Grant funding in the amount of \$19,000.00 has been awarded for the 2022 Fiscal Year (beginning October, 1, 2020) to fund the Making Memories Program at the Colchester Senior Center. There is a copy enclosed, which needs to be signed and returned to Senior Resources by **August 13, 2020**.

Recommended Motion

Motion to approve the FY 2022 contract for funding awarded for the Making Memories Program and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

Patricia A. Watts
Director of Senior Services/Municipal Agent

EASTERN CONNECTICUT AREA AGENCY ON AGING (dba SENIOR RESOURCES AGENCY ON AGING)
 19 Ohio Avenue Suite 2, Norwich, CT 06360

NOTIFICATION OF AWARD

1. LEGAL APPLICANT/RECIPIENT
 Name: Colchester Senior Center
 Address: 95 Norwich Avenue
 Colchester, CT 06415
 Contact: Patricia Watts
 Phone #: 860-537-3911

3. PROJECT NUMBER: **F-22-3**
 4. Service Category: Health
 Service: Therapeutic Activity
 5. PROJECT PERIOD: **10/1/21 - 9/30/22**

6. TYPE OF ACTION
 New Federal Year Award XX
 Continued Award _____
 Revision _____
 Supplemental _____

7. TYPE OF CHANGE
 Increase Dollars _____
 Decrease Dollars _____
 Increase Duration _____
 Cancellation _____
 Other (Specify) _____

8. FEDERAL FISCAL YEAR: 2022
 9. YEARS OF OPERATION: 12

10. CONDITIONS/RECOMMENDATIONS ATTACHED:
 Yes _____ No X

11. REMARKS
 A. Unless revised, the amount of this award will constitute a ceiling for federal participation in the approved cost.
 B. The Federal share of a project cost is earned only when the cost is accrued and the non-federal share of the cost has been contributed. Receipt of Federal funds does not constitute earning of these funds.

This award is a reimbursement based grant. Payments will be based on invoices submitted to Senior Resources Agency on Aging. All invoices will be compared to the Management Information System (MIS). When a discrepancy exists, MIS statistics will be used.

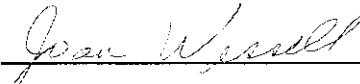
This award is for a maximum of: 4,000 units of therapeutic activity for 14 clients at \$4.75 per unit.

THE TOTAL AWARD IS BASED ON THE NUMBER OF UNITS TIMES THE UNIT COST.

2. FUNDING LEVELS

Total Program Cost:	\$29,622.00	
Client Donations:	\$2,000.00	
Other Cash:	\$1,000.00	
NET COST:	\$26,622.00	100%
Less Match		
Non-Federal Cash:	\$6,182.00	23.22%
Non-Federal In Kind:	\$1,440.00	5.41%
TITLE III	\$19,000.00	71.37%

Name/Title of Authorizing Official: Joan Wessell, Executive Director

Signature of Authorizing Official: 

Date: 7/14/2021

PURCHASE OF SERVICES AGREEMENT
BETWEEN
SENIOR RESOURCES AGENCY ON AGING
AND
COLCHESTER SENIOR CENTER

PART I – PROGRAM STANDARDS, REPORTING AND FISCAL PROCEDURES

A. CONTRACTOR PARTIES

This Agreement shall take effect on the first day of October 2021 and shall remain in effect until and through the thirtieth day of September 2022, unless earlier terminated in accordance with the terms of the Agreement and is made and entered into between the

Senior Resources Agency on Aging (the Agency)

and

Colchester Senior Center (Contractor)

Contractor's DUNS Number - 177899317

Total Contract Value **\$19,000.00** with an Indirect Cost Rate of 10%

The Contractor has demonstrated the experience and capacity to provide such services in compliance with the requirements of the Agency and of Title III as are hereinafter described and has been proposed by the Contractor in the approved application.

B. FUNDING IDENTIFICATION

The Agency has received authorization from the Connecticut State Department on Aging (SDA), to act as the Area Agency on Aging, the Agency has authority under Title III of the Older Americans Act of 1965, as amended, 42 U.S.C. 3001 et seq. (Title III) to fund such a program in accordance with the following Catalog of Federal Domestic Assistance Titles;

Federal funding has been provided for this contract as follows:

CFDA (Catalog of Federal Domestic Assistance) Title: Title IIIB

CFDA Number: 93.044

Award Name: Older Americans Act Funding

Award Year: FFY 2022

Federal Award: \$671,051

Research and Design: No

Name of Federal Agency Awarding: Administration for Community Living

Funds from the State of Connecticut, State Department on Aging may also be included in this Contract.

The Contractor shall not exceed the default 10% cap on administrative costs for federal funding allocated under this contract unless an approved federally recognized indirect cost rate negotiated between the Contractor and the federal government is in place. Documentation of the federally recognized indirect cost rate must be provided. See

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards> for details.

The approved application and budget do hereby become a portion of this contract by reference.

C. DETERMINATION OF ELIGIBILITY

The determination of each individual's eligibility for services is the responsibility of the Contractor in conformance with the criteria defined in the approved proposal and Policy Manual of Senior Resources.

D. UNITS OF SERVICE AND REIMBURSEMENT RATE

1. Definitions

The term "Agency reimbursement rate" is defined as a composite unit cost made up of resources received through Title III of the Older Americans Act of 1965, as amended, and State funds. The term "Maximum reimbursable amount" is defined as the maximum amount that the Contractor can be reimbursed under the Agreement for the applicable service.

The term "other resource amount" is defined as other funding, including, but not limited to, participant contributions, federal, state, foundation, local and private resources, received by the Contractor.

2. Units of Service and Reimbursement

4,000 units of Therapeutic Activity – Maximum Reimbursable Amount

The Contractor shall provide for eligible individuals up to, but not exceeding, the maximum number of reimbursable service units at the unit cost rate specified below:

	<u>Rate</u>	<u>Amount</u>
Agency Reimbursement Rate and Amount	\$4.75/unit	\$19,000.00
Other Resource Rate and Amount	\$1.91/unit	\$ 7,640.00
Totals Rate and Amount	\$6.66/unit	\$26,640.00

A unit of measure for therapeutic activity is one hour.

The above listed services (hereinafter collectively called the "services") is more fully defined in the funded proposal, a copy of which is on file and is incorporated by reference herein.

E. SUBCONTRACTS

1. The Contractor must request and obtain prior written approval from Senior Resources before finalizing any subcontract arrangement.
2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to Senior Resources that the proposed subcontract contains the terms as specified in this contract.

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms/Total Value
N/A				

F. SERVICE STANDARDS

Under this Agreement, the Contractor shall comply with the Policies and Application Instructions, federal and state regulations, including, but not limited to Regulations of Connecticut State Agencies Section 17b-423-5, and all applicable written standards issued by the State Department on Aging, and ensure that these standards are met by any approved subcontractor.

G. SERVICE PROVISION & REPORTING

The Contractor shall report in formats and at intervals specified by the Agency on its progress in meeting its targets for services, clients and client contributions, as well as any special conditions identified in this Agreement.

The Contractor shall participate in SAMS or the federal designated NAPIS Management Information System (MIS) program, administered by the State Department on Aging in accordance with the schedule for reporting established by the Agency.

The Contractor shall submit monthly statistical (MIS) and financial reports on or before the 15th of each month for the previous month's activity. A financial report comparing the approved budget and the actual budget is due within 45 days following the end of the fiscal year.

All financial, program, and other books, records, documents, and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the U. S. Administration for Community Living, the State Department on Aging, the Agency or their authorized representatives, whose representatives shall at all reasonable times have access to the premises wherein such books, records, documents and property are housed for five (5) years after final payment hereunder.

1. Client-Based Outcomes and Measures

The Contractor shall implement the programs and services to result in the outcome(s) as proposed in the Contractor's application on behalf of Clients.

2. Client Surveys

- a. At least once during each federal fiscal year of the contract period, the Contractor shall administer satisfaction surveys to Clients. It also must measure the impact of the service on the client.
- b. The Contractor shall send a copy of the satisfaction survey tool(s) to Senior Resources.
- c. The Contractor shall report the survey results (including the impact) and plans for program modifications deemed necessary as a result of the surveys annually to Senior Resources

3. Programmatic/Statistical Reporting.

- a. A report evaluating the goals of the program and explaining the ongoing and completed activities of outreach to the chosen target populations is due on or before April 15th (mid-year) and on or before October 15th (year-end). The Contractor shall, in these reports, justify any variance of more than 20% between actual performance levels and targets.
- b. The Contractor shall submit by the November 1 after the expiration of the contract period a comparison of the budget that has been approved by the Agency versus actual expenditures for the contracted period.

The Contractor will submit required reports by the designated due dates. Senior Resources reserves the right to withhold payments for services performed under this contract if Senior Resources has not received acceptable progress reports, statistical reports, expenditure reports, refunds and/or audits as required by this agreement.

H. Program Administration

1. Personnel— The Contractor agrees to develop and maintain policies relative to its personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to Senior Resources as requested by Senior Resources, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to Senior Resources, if requested, within ten calendar days of receipt of such request.
2. Notification of Changes in Key Personnel – The Contractor shall immediately notify Senior Resources in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Financial Officer, program directors, program coordinators of Senior Resources funded programs, and officers and members of the Contractor's Board of Directors. The Contractor shall also notify Senior Resources of changes

in key program and service personnel of its Subcontractors as applicable to services funded under this Contract.

3. Transport of Clients – In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:
 - a. The Contractor shall require that its employees, subcontracted transportation Contractors, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, Clients; and
 - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

I. FISCAL PROCEDURES

Financial Management - The Contractor agrees to implement and adhere to sound financial management practices of fund accounting and shall monitor their subcontractors to assure that the subcontractors adhere to financial guidelines as stringent as those required of itself. Funds under this contract will not be used to assist, promote or deter union organizing.

1. General Procedures

This agreement shall apply to those services performed by the Contractor (as specified in this Agreement) that are supported by the Agency Reimbursement and matching funds. In no case shall the Contractor's expenditures pursuant to this agreement exceed the total approved Agency reimbursement costs for each service category as specified in the Agreement without the prior written approval of the Agency.

2. Budget Revisions

The Contractor must receive prior written approval from the Agency for the following types of budget revisions:

- a. modification of reimbursement rates;
- b. the purchase of an item of equipment that was not approved in the original budget;
- c. a transfer involving an increase of an approved line item by more than fifteen percent (15%) of the line item, or \$1,500, whichever is greater; and
- d. any increase in compensation for services under a sub-contract.

Any request to modify reimbursement rates shall be submitted by the Contractor to the Agency no later than June 1 of the involved Agreement year.

The cost is earned only when the cost is accrued, service provided, and other resources have been documented. Receipt of Agency reimbursement funds (either through advance or reimbursement) shall not constitute earning of these funds.

3. Accounts

The Contractor shall maintain either a separate bank account or an accounting system that clearly identifies the source and expenditures of Agency reimbursable funds, client contributions and other resources contributed by the Contractor as local share for the project. Disbursements of all Agency reimbursable funds received from the Agency, all client contributions and all other resources contributed by the Contractor shall be reported in accordance with the Contractor Service Invoice. Project accounting records of the Contractor shall be itemized in sufficient detail to show the exact nature of all receipts and disbursements. Verifications of total disbursements must be available to the Agency for audit purposes for a minimum of ninety (90) days after the close of the project year.

4. Records Reporting

The Contractor shall establish and maintain such documents and financial and program records as are required by the Agency to insure documentation, monitoring and evaluation of financial activities and the provision of purchased services.

The Contractor shall prepare and submit monthly invoices as specified in the Payment Procedures Section below.

5. Payment Procedures

The Contractor shall, within fifteen (15) calendar days following the close of each calendar month of the Agreement, submit a monthly invoice to the Agency on a form provided by the Agency. The invoice will detail the total amount of services provided to eligible participants in each of the approved service categories by the Contractor during said month, list the amount of client contributions received and progress toward an annual contribution goal for the approved service.

Such service invoices shall be compared by the Agency with the monthly output report from SAMS the Management Information System (MIS). Subject to receipt by the Agency of funds from the State Department on Aging and upon receipt and approval of a properly completed invoice and confirmation with MIS output data, the Agency shall make payment to the Contractor. The Agency may adjust any invoice of the Contractor to reflect corrections and/or updated information either before or after payments have been made.

In situations where MIS data does not agree with the Contractor records, the Agency shall process payments based on the MIS data. Should the Contractor dispute the MIS data, it shall have the responsibility to submit necessary substantiation or corrections thereof to the Agency no later than the November 15 after the expiration of the Agreement.

Failure to submit all required reports by the scheduled dates will result in delayed payment.

Subject to receipt of funds from the State Department on Aging the Agency shall process payments within thirty (30) working days of the receipt of the invoices and MIS output reports.

6. Client Contributions

Project income from client contributions is subject to the requirements of Title 45 of the Code of Federal Regulations, Part 74 Administration of Grants. Consistent with those regulations, client contributions received during the contract period that exceed the goal of **\$2,000.00** for the approved service shall be used as follows:

- a. to provide service units over and above the contracted amount during the Agreement period [to be reported consistent with the contract reporting requirements];
- b. to be carried forward to be used for the costs of providing service in a succeeding Agreement period;
- c. to expand the services that are provided to clients in this project; or
- d. to reduce the Agency reimbursable rate.

7. Withholding of Payments and Imposing Financial Penalties

Senior Resources reserves the right to withhold payment for this contract if:

- a. Senior Resources has not received, on a timely basis, acceptable financial reports, programmatic reports, MIS or audits as required for any and all contracts the Contractor has entered into with Senior Resources.
- b. The Contractor uses funds and/or personnel for purposes other than described in the application, or defaults in any of the provisions of this Contract.

8. Financial Penalty

- a. Senior Resources may impose a financial penalty on the Contractor if the Contractor fails to submit timely and accurate reports as specified in the Reporting section of this contract.

9. Unused Funds

- a. Unused funds are not carried over from one project year to the next.

J. TECHNICAL ASSISTANCE

Senior Resources will make technical assistance available to the Contractor, limited to the extent requested by the Contractor and to the extent of the availability of Senior Resources, in implementing these reporting requirements.

K. Monitoring

The Contractor will be reviewed and evaluated for performance by the Senior Resources designee at least annually. Such reviews and evaluations may be performed by examination of documents and reports, by site visits or by a combination of both.

L. INDEPENDENT AUDIT

The Contractor's financial records shall be audited at least annually by an independent

accountant. The audit shall be performed in accordance with federal and state laws and generally accepted accounting principles. A copy of the audited financial statements including the auditor's comments must be forwarded to the Agency within ninety (90) days of the last day of the preceding fiscal year. Any agency required to obtain a federal or state single audit must include those reports with the regular audit.

Audit Exceptions – In addition to and not in any way in limitation of any other obligation of this Contract, it is understood and agreed by the Contractor that it shall be held liable for any State or Federal audit exceptions and shall return to Senior Resources all payments made pursuant to this Contract to which exception has been taken or which have been disallowed because of such an exception.

M. LICENSES

The Contractor shall procure and keep current any license, certification, permit, or accreditation required by local, state or federal statute or regulations and shall, upon the request of the Agency, submit to the Agency proof of any such licensure, certification, permit or accreditation.

N. MANDATORY TERMS AND CONDITIONS

1. Identification of Funding Source

The Contractor will identify the source of funding for this project in all publicity, including all materials published about the project. The following sentence may be used for this purpose. "This program is supported by Senior Resources – Agency on Aging with Title III funds made available under the Older Americans Act."

2. Older Americans Act

The Contractor hereby agrees to comply with the Older Americans Act of 1965, as amended all requirements imposed by the applicable HHS regulations and all guidelines issued pursuant thereto.

As a condition of receipt of funds under this Act, each Contractor shall assure that they will:

- a. Provide Senior Resources, in a timely manner, statistical and other information which Senior Resources requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State and/or Federal funding sources;
- b. Afford older persons the opportunity to contribute for all or part of the costs of the services;
- c. The Contractor is accountable to Senior Resources for income generated by Title III supported activities. Records of the receipt and disposition of program income must be maintained by the Contractor in the same manner as required for Title III funds that gave rise to the income. Such income is subject to disposition and use at the option of Senior Resources;
- d. Protect the privacy of each older person with respect to his or her contributions;
- e. May not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
- f. Establish appropriate procedures to safeguard and account for all contributions;

- g. With the consent of the older person or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person or the household of the older person in imminent danger;
- h. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
- i. Assist participants in taking advantage of benefits under other programs;
- j. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
- k. Assure that the proposed project intends to satisfy the service needs of older persons with severe disabilities; those at risk of institutionalization; those living in rural areas; those that are 100% of federal poverty level or below; those at 101% - 149% of federal poverty level; those with Alzheimer's disease and related disorders; minority and low income minority; and those with limited English proficiency.

PART II TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions:

A. OTHER AGREEMENTS

The Contractor agrees that the project will be carried out in accordance with the following acts and regulations:

1. Title III of the Older Americans Act of 1965, as amended;
2. Title IV of the Civil Rights Act of 1964;
3. Americans with Disabilities Act of 1990;
4. Federal Drug-Free Workplace Act of 1988
5. Federal OMB Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
6. Connecticut statutes concerning state grants;
7. Agency policies and procedure;
8. Federal Policy 45 CFR Part 74;
9. Applicable sections of the Connecticut General Statutes Annotated Sections including, but not limited to:
 - a. non-discrimination and affirmative action in contracts of the state, C.G.S.A. Section 4a-60;
 - b. non-discrimination regarding sexual orientation, C.G.S.A. Section 42-60a;
 - c. whistleblower provisions, C.G.S.A. Section 4-61dd;
 - d. non-smoking, C.G.S.A. Section 31-40q
10. Connecticut Public Act 07-1 concerning campaign contribution restrictions; and
11. Applicable Connecticut Executive Orders including, but not limited to:
 - a. No. 3 concerning non-discrimination;
 - b. No. 16 concerning workplace violence prevention policies;
 - c. No. 17 concerning Connecticut State Employment Service listings;
 - d. No. 7c concerning the Contracting Standards Board; and
 - e. No. 14 concerning the procurement of cleaning products and services.

B. CLIENT-RELATED SAFEGUARDS

1. Inspection of Work Performed.
 - a. The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
 - b. The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. Safeguarding Client Information

The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

3. Reporting of Client Abuse or Neglect

The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).

4. Background Checks

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

C. CONTRACTOR OBLIGATIONS

1. Cost Standards

The Contractor and the Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806

The Contractor shall not exceed the default 10% cap on administrative costs for federal funding allocated under this contract unless an approved federally recognized indirect cost rate negotiated between the Contractor and the federal government is in place. Documentation of the federally recognized indirect cost rate must be provided.

2. Credits and Rights in Data

Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency. All publications shall contain the following statement: "This

publication does not express the views of Senior Resources Agency on Aging or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. Organizational Information, Conflict of Interest, IRS Form 990

During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency’s request provide copies of the following documents within ten (10) Days after receipt of the request:

- a. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
- b. its most recent Annual Report filed with the Connecticut Secretary of the State’s Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

4. Federal Funds

- a. The Contractor shall comply with requirements relating to the receipt or use of federal funds.
- b. The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
- c. Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

5. Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately

notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

D. AUDIT REQUIREMENTS

1. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.
2. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. 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.
3. For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "non-state entity," as that term is defined in C.G.S. § 4-230.
4. The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

E. RELATED PARTY TRANSACTIONS

The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

1. Real estate sales or leases;
2. Leases for equipment, vehicles or household furnishings;

3. Mortgages, loans and working capital loans; and
4. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

F. SUSPENSION OR DEBARMENT

In addition to the representations and requirements set forth in Section E:

The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
- b. Within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
- d. Have not within a three-year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- e. Any change in the above status shall be immediately reported to the Agency.

G. LIAISON

Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

H. SUBCONTRACTS

Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

A subcontract with ___N/A_____ is approved as part of this contract.

1. The Contractor must request and obtain prior written approval from Senior Resources before finalizing any subcontract arrangement.

2. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to Senior Resources that the proposed subcontract contains the terms as specified in this contract.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements, including but not limited to:
 - a. Client-Related Safeguards;
 - b. Federal Funds
 - c. Audit Requirements
 - d. Related Party Transactions
 - e. Suspension or Debarment
 - f. Independent Capacity of Contactor
 - g. Indemnification of the State and Senior Resources
 - h. Insurance
 - i. Compliance with Law and Policy
 - j. Facilities Standards and Licensing
 - k. Representations and Warranties
 - l. Record Keeping and Access
 - m. Protection of Personal Data
 - n. Litigation
 - o. Sovereign Immunity
 - p. Changes To The Contract
 - q. Termination, Cancellation and Expiration
 - r. Contractor Changes and Assignment; and
 - s. Statutory and Regulatory Compliance

The Contractor agrees to be responsible to Senior Resources for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to Senior Resources, for the subcontractor's performance. The Contractor shall retain Senior Resources' written approval and each subcontract in the contract file.

Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by Senior Resources unless Senior Resources, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by Senior Resources. Senior Resources, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

I. INDEPENDENT CAPACITY OF CONTRACTOR

The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the State of Connecticut or of the Agency.

J. INDEMNIFICATION

1. The Contractor shall indemnify, defend and hold harmless the Agency and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - a. claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
 - b. liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the Agency in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
2. The Contractor shall reimburse the Agency for any and all damages to the real or personal property of the Agency caused by the Acts of the Contractor or any Contractor Parties. The Agency shall give the Contractor reasonable notice of any such Claims.
3. The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the Agency is alleged or is found to have contributed to the Acts giving rise to the Claims.
4. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the Agency as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
5. The rights provided in this section for the benefit of the Agency shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

6. This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

K. INSURANCE

Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.
3. Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
4. Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

L. CHOICE OF LAW/CHOICE OF FORUM, SETTLEMENT OF DISPUTES, CLAIMS AGAINST THE STATE

1. The Contract shall be deemed to have been made in the City of Norwich 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 Norwich 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.

2. Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
3. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

M. COMPLIANCE WITH LAW AND POLICY, FACILITY STANDARDS AND LICENSING

Contractor shall comply with all:

1. Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to the contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
2. Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

N. REPRESENTATIONS AND WARRANTIES

Contractor shall:

1. Perform fully under the Contract;
2. Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
3. Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

O. REPORTS

The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

P. DELINQUENT REPORTS

The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency

representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

Q. RECORD KEEPING AND ACCESS

The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such records concerning this Contract for a period of three (3) years after the completion and submission to the Agency of the Contractor's annual financial audit.

R. PROTECTION OF PERSONAL INFORMATION

1. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

<http://www.ct.gov/ag/cwp/view.asp?a=2105&q=511090>

2. Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:

- a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
- b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
- c. A process for reviewing policies and security measures at least annually;
- d. Creating secure access controls to Personal Information, including but not limited to passwords; and
- e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.

3. The Contractor and Contractor Parties shall notify the Agency and the Department on Aging and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which

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

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

S. WORKFORCE ANALYSIS

The Contractor shall provide a Workforce Analysis Affirmative Action report related to employment practices and procedures.

T. LITIGATION

1. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
2. The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

U. SOVEREIGN IMMUNITY

The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to 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.

V. CHANGES TO THE CONTRACT, TERMINATION, CANCELLATION AND EXPIRATION

1. Contract Amendment

No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties.

The Agency may amend this Contract to reduce the contracted amount of compensation if:

- a. The total amount budgeted by the Agency for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
- b. Federal funding reduction results in reallocation of funds within the Agency.

If the Agency decides to reduce the compensation, the Agency shall send written notice to the Contractor within twenty (20) days of the Contractor's receipt of the Notice. The Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes

The Contractor shall notify the Agency in writing:

- a. At least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
- b. No later than ten (10) days from the effective date of any change in:
 - i. Its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.

No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating

from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract.

The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request.

The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

3. Assignment

The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.

The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

4. Breach of Contract

- a. If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty-four (24) hours' prior written Notice after the expiration of the cure period.

- b. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - i. withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - ii. temporarily discontinue all or part of the Services to be provided under the Contract;
 - iii. permanently discontinue part of the Services to be provided under the Contract;
 - iv. assign appropriate Agency personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - v. require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - vi. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the Agency or the program(s) provided under this Contract or both; or
 - vii. any combination of the above actions.
- c. The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- d. In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- e. The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

5. Non-enforcement Not to Constitute Waiver

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

6. Suspension

If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for

taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

7. Ending the Contractual Relationship

- a. This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- b. The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the Agency. The Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- c. The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format.
- d. The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- e. The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or

any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

W. TRANSITION AFTER TERMINATION OR EXPIRATION OF CONTRACT

1. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
2. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.
3. Reclamation - Senior Resources may reclaim, upon the expiration or termination of this Agreement, the cost of equipment which is in part or fully reimbursed by funds pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one thousand (\$1,000.00) dollars.

Part III. Statutory and Regulatory Compliance

A. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

1. If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, 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.

2. 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
 - a. The Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - b. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
 - c. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)¹, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

3. Definitions
 - a. "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include a use or disclosure of Personal Health Information (PHI) that violates the HIPAA Standards.
 - b. "Business Associate" shall mean the Contractor.
 - c. "Covered Entity" shall mean the Agency named on page 1 of this Contract.
 - d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - e. "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)).
 - f. "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).
 - g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - h. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or

- received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - j. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - k. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - l. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - m. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - o. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
4. Obligations and Activities of Business Associates.
- a. 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.
 - b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
 - g. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, 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.
Business Associate shall not charge any fees greater than the lesser of the amount charged

- by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- h. 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 designated by the Covered Entity.
 - i. 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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with the HIPAA Standards..
 - j. 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.
 - k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected 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.
 - l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule. 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. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
 - m. In the event that an individual request that the Business Associate
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the individual's PHI;
 - iii. provide a copy of the individual's PHI in an electronic health record; or
 - iv. amend PHI in the individual's designated record set,the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
 - n. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - i. the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - ii. 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

5. Obligations in the Event of a Breach.

- a. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and 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, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. 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:
 - i. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - ii. 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).
 - iii. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - iv. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - v. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

- vi. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment to determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
 - vii. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
 - viii. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach 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.
 - ix. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
6. Permitted Uses and Disclosure by Business Associate.
- a. 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 HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - b. Specific Use and Disclosure Provisions
 - i. 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.
 - ii. 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.

- iii. 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).

7. Obligations of Covered Entity.

- a. 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.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. 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.

8. 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 HIPAA Standards 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.

9. Term and Termination.

a. 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 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.

b. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if
 - a. 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.

c. Effect of Termination.

- i. Upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide

the information collected to the Covered Entity within ten business days of the notice of termination. This section 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.

- ii. 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.

10. Miscellaneous Sections.

- a. 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.
- b. 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.
- c. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- e. 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.
- f. Disclaimer.
 - i. 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
 - ii. 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 sections 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.
- g. 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, and the HIPAA Standards.

B. AMERICANS WITH DISABILITIES ACT

The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

C. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

D. PRIORITY HIRING

Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

E. NON-DISCRIMINATION

1. For purposes of this Section, the following terms are defined as follows:

- a. "Commission" means the Commission on Human Rights and Opportunities;
- b. "Contract" and "contract" include any extension or modification of the Contract or contract;
- c. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- d. "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.

- e. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - f. "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;
 - g. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - h. "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;
 - i. "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
 - j. "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.
2. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
3. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to

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

- a. 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;
 - b. 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;
 - c. 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
 - d. 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.
4. 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.
5. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
6. 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.

7. 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.
8. 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 without regard to their sexual orientation;
9. 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;
10. 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
 - a. 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.
 - b. 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.

F. FREEDOM OF INFORMATION

1. Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of

the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

2. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

G. WHISTLEBLOWING

This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) 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 relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

H. CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State funds as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 10 reproduced below:

[http://www.ct.gov/seec/lib/seec/forms/contractor reporting /seec form 10 final.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor%20reporting%20seec%20form%2010%20final.pdf)

I. CONSISTENT COMMITMENTS OR OBLIGATIONS

The Contractor further certifies that it has no commitments or obligations that are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party that participates in this project shall have no such commitments or obligations.

J. OPERATION OF THE PROJECT

Where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the Contractor retains full and

complete responsibility for the operation of the project in keeping with the policies and procedures established by the Agency for the project. The Contractor shall be held accountable by the Agency for all project expenditures, and shall ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by the Agency, in keeping with the guidelines of the U. S. Administration for Community Living. Copies of the proposed subcontracts shall be submitted to the Agency for review upon request.

K. EQUIPMENT INVENTORY

The Contractor agrees to maintain and update an inventory of all equipment purchased with program funds and to submit same to the Agency in such format and at such intervals as specified by the Agency.

L. FURTHER AGREEMENTS

The Contractor further agrees:

1. To cooperate with the Agency in its efforts to develop a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
2. To provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
3. To create paid and volunteer opportunities for qualified older persons with the project.
4. To cooperate and assist in efforts undertaken by the Agency, the State Department on Aging, the U. S. Administration for Community Living, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
5. That assessment by the Agency and the State will occur periodically in the form of review of accounting systems, site visits, program output evaluations, and through other methods. The Contractor agrees to cooperate with Agency staff conducting assessments and submit all information as required.
6. To submit any and all additional required reports as mandated by the Agency, the State Department on Aging or the U. S. Administration for Community Living (for example, Section 504 Handicap Accessibility Survey, Non-Title III Social Service Program information, and other related items) shall be submitted by the Contractor as requested.

M. NOTICE

All notices required or permitted to be given pursuant to this Agreement shall be given in writing, shall be transmitted by personal delivery, by overnight courier, by registered or certified mail, by tele copier or by other electronic means with confirming receipt of delivery, and shall be addressed as follows:

If to Agency:

Senior Resources Agency on Aging

19 Ohio Avenue Suite 2

Norwich, CT 06360

Attn: Joan Wessell

Fax: 860-886-4736

Email: jcwessell@seniorresourcesec.org

If to Provider:

Colchester Senior Center

95 Norwich Avenue

Colchester, CT 06415

Attn: Patricia Watts

Fax: 860-537-5574

Email: pwatts@colchesterct.gov

A party may designate a new address to which notices required or permitted to be given pursuant to this Agreement shall thereafter be transmitted by giving written notice to that effect to the other party. Each notice transmitted shall be deemed to have been given, received and become effective for all purposes at the time it shall have been 1) delivered to the addressee as indicated by the return receipt (if delivered by mail), the statement of the messenger (if delivered by overnight courier or other personal delivery), the fax or other electronic receipt or the recipient's answer or return call; or 2) presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

N. INTEGRATION

All attachments to this Agreement are deemed to be part of this agreement. The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Senior Resources Agency on Aging
AGENCY ON AGING

Colchester Senior Center
PROVIDER NAME

BY: 

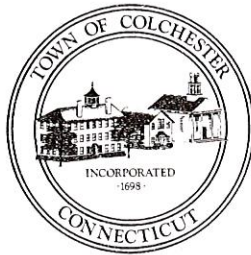
BY: _____

Executive Director
TITLE

TITLE

7/14/2021
DATE OF SIGNATURE

DATE OF SIGNATURE



Date: 7/14/2021
To: Board of Selectmen
From: Kevin Byrne, Norton Park Committee Member
Subject: Application for the Community Foundation of Eastern Connecticut grant

The Norton Park Committee seeks the Board of Selectman's approval of the attached grant application from the Eversource Corporation. The committee is seeking a \$20,000 grant to "Create Safe Public Access to Norton Park – Phase 1" from CFEC.

The Norton Mill property is located dead center in a CT DEEP area designated as Natural Diversity Database (NDDDB). This Greenway achieved its State designation as it helped connect the Airline Trail State Park System with other open space and included unsegmented blocks of undeveloped land. The greenway is an area where federal, state, local and environmental groups focus conservation efforts. The removal of the Norton Mill dam was the largest dam removal project to date in the state. The creation of Norton Park will be a valuable addition to these environmental efforts and it will also provide a successful template for other dam removal projects.

Please let me know if you have any questions on this grant application or the committee's grant application work.

Recommendation

Support the submission of the Eversource grant application by the Norton Park Committee and authorize the First Selectman to sign all necessary documents related to this grant.

Contact Information:

Kevin Byrne, Committee Member, KevByrneCT@gmail.com, 860-319-701

Keri Rowley, Duty CFO Town of Colchester, Keri Rowley krowley@colchesterct.gov

Organizational Information:

The Norton Park Committee, Town of Colchester Connecticut

127 Norwich Avenue

Colchester, CT 06415

We were not referred by an Eversource Employee.

<https://www.colchesterct.gov/norton-park-committee>

Primary Mission: Environment and Conservation

*Mission & Purpose:

The Town of Colchester is dedicated to continuing to enhance the quality of life in the community by focusing and adapting to the needs of the future. The Town of Colchester is committed to the following core values in support of this vision:

- maintaining historical value
- acquiring, protecting, conserving and managing open space and farmland
- preserving farmland and protecting natural resources
- promoting sustainability and resiliency
- continuing excellence in education
- facilitating and supporting economic growth

*Provided Services: - The Town of Colchester is a municipality and provides the full range of town government services.

*Number of People Served:

The population of the Town of Colchester was just over 16,000 in the 2010 census. With the COVID 19 pandemic over the past year, more townspeople and visitors from in and out of state flocked to local and state parks/forests in Colchester. This new park and its location on Rte 149 a mere .2 miles from the Airline Trail and less than a mile from Rte 2 along the Jeremy River will surely benefit residents of

Colchester and visitors with access to a clean waterway. The expanded population served would include fishermen, cyclists, hikers, older populations, students on field trips, and others who enjoy scenic natural environments.

*Reach of Organization: Local community

*Eversource Volunteers – none that I am aware of at this time.

*Private Foundation – No

*United Way Agency – No

Request Information – Charitable Donation

Past Funding? No

*Request Pertains to – Capital or Building Campaign

*Primary Purpose - “Create safe public access to Norton Park, Phase 1”. The town of Colchester is seeking assistance in funding the Phase 1 development, construction and opening of Norton Park.

*Request Purpose – The requested funds will be used to substantially help fund site preparation after the remediation of the former mill site is completed, as well as some of the amenities planned for Phase 1 of the park’s development and opening.

*Event Program Description – Phase 1 Opening of Norton Park.

*Request Amount - \$20,000

*Date Donation Needed – 3Q2021

*Type of Event – Construction of a park

*Number of Attendees – not applicable

*Date of Event – not applicable

*Time of Event – not applicable

*Event Location – not applicable

*Sponsorship Levels – not applicable

*Press Release – Yes & Eversource will be acknowledged if we receive a grant

*Eversource Logo – not applicable

*Logo Use

*Publicize Eversource? Yes

*Publicize Plan includes numerous articles to the newspaper which will include grant information.

*Promotion Plan – Print and social media (Colchester Facebook pages)

*Recognition Plan – If we are fortunate to receive this grant, we will also acknowledge receipt on a temporary promotional sign at the park.

*Media Coverage – Yes, the project’s progress will be chronicled in the local paper and perhaps local TV.

Attachments:

Comments:

Project Description*

Describe the project for which you are requesting this funding. What are the key issues or opportunities? Include relevant data.

Character Limit: 10000

Norton Park is the former site of the C. H. Norton Paper Mill and two adjacent properties with private homes. A local family owned the property for over 300 years, with the mill in operation for generations. The owner sold the first two properties to the Town of Colchester for \$1.00 each with the stipulation in the sales agreement the properties would be converted into a riverside public park. The site also included the Norton Paper Mill Dam across the Jeremy River that was removed in 2016 by a project with the Nature Conservancy with funding from two grants. A third adjacent property was sold by the same owner to the town in February 2021 with the same terms as the original sale. These three properties total 6.4 acres and will make up Norton Park.

Phase 1 of the project can be viewed on this town web page:

<https://www.colchesterct.gov/parks-facilities/pages/norton-park>

Estimated cost of phase 1 is \$120,000.

Phase 2 of the project can be view on this town web page:

https://www.colchesterct.gov/sites/g/files/vyhlf4286/f/uploads/7-9-20_norton_park_-_phase_ii_c1.pdf Estimated cost of phase 2 is \$xxx,xxx.

The Norton Paper Mill was razed in a fire in July 2012 after a long and successful history of paper manufacturing since the mid 1800's. The Nature Conservancy successful approach the dam owners, the Wasniewski family, about removing the dam. Information about the Nature Conservancy's dam removal program and this particular dam is best described in the following article:

<https://www.nature.org/en-us/about-us/where-we-work/united-states/connecticut/stories-in-connecticut/a-river-restored-at-last/>

The key issue for the Town of Colchester is turning a liability (a fire ruined mill) into an asset (Norton Park). For the Nature Conservancy and larger environmental community, the key issue was to demonstrate a successful dam removal story, which to date, was the largest dam removal in the state. This initial work on the site can serve as a model for the Nature Conservancy to influence other private dam owners the virtue of preserving and enhancing our waterway environments and its wildlife through future dam removals.

Colchester was "founded" in 1698 with the creation of Jeremiah's Farm on land purchased by Nathaniel Foote from the Sachem of the Mohegan Indians. Industry on the Jeremy River soon followed. Early settlers in the 1700's selected this site to dam the river and bring the industry required to create a village community. It is that same sense of community spirit that motivates us to rebuild this site for public enjoyment, while bringing awareness to the site's environmental significance and rich history.

*Please attach a list of Board Members – the committee members are as follows:

Committee Members

Name Title

Kevin Byrne Member

Patrick Reading Member

Katherine M Kosiba Member

Robert Misbach Chair

Nan Wasniewski Vice-Chair

Julianna Cameron Alternate

Linda Pasternak Alternate

Additional Documentation:

Project Benefits:

The creation of Norton Park will benefit the public at large and the environment. The benefits to these two groups are as follows:

Norton Park will be a passive recreation location available to the general public. This will benefit fishermen, bird enthusiasts, cyclists and hikers from the nearby Airline Trail, and other visitors people who enjoy scenic nature. The new parking lot will be pervious asphalt considering its proximity to the river. The park will have two sections divided by Paper Mill Road. In the lower park, we plan to build a pavilion along the river which is being designed to provide the appearance of the former brick mill building for passersby on Route 149/Westchester Road. The pavilion will be handicap-accessible to allow people of all abilities to enjoy the natural beauty of the park. Through commemorative fundraising efforts, granite benches, mill beam wooden benches and granite capstones on the many remaining mill walls will provide seating to visitors. Additionally, commemorative engraved bricks are also available and will be the basis for the paver walkway from the parking lot/entrance to the picnic table area and covered pavilion. We plan to work with local Boy Scout troops to offer the building of picnic tables (including one handicapped accessible) and possibly wooden backed/cement legs benches as Eagle Scout projects. To educate the visitors on the importance of this park site, educational boards will be developed on the history of North Westchester, the history of the C. H. Norton Paper Mill, the dam removal project and positive environmental impact on the Jeremy River, and Native/Invasive Plants. We hope the nearby Airline Trail and our agricultural corridor on Cato Corner Road and Westchester Road will bring in addition visitors who are not familiar with this area. We expect the commemorative aspect of the pavilion will bring the involvement of families who have a history with North Westchester village or were employed at the mill. The nearby Salmon River and State Forest will likely also bring more distant travelers to Norton Park. Exceptional fishing in this area of Colchester draws visitors from all over the state and beyond.

The upper park on the property of the two former homes will be converted into grass walking areas lined with groupings, specimens and beds of native plantings with benches for visitors to sit and view the river from a higher elevation. In the lowest elevation of this area is a short river side trail from the parking lot where the existing invasive plants are being removed through committee and community volunteer involvement with other native plants to be installed to stabilize the river bank as well as aid in water runoff filtration.

The Jeremy River has a Class A designation for surface water quality by CT DEEP and is designated as Aquifer Protection Zone. The removal of the Norton Paper Mill dam opened up 17 miles of river to migratory fish. This waterway was dammed in one of two different locations for nearly 300 years. Since the dam was removed, DEEP Fisheries believes that species have recolonized in Pine Brook, just as they have in the Jeremy River. These species include Blacknose & Longnose Dace, Fallfish, White Sucker, Common Shiner and possibly stocked Atlantic Salmon. Additionally, the removal of the dam and the installation of an eel pass at the Babcock Pond dam by CT DEEP Fisheries Division has provided for better access to Pine Brook for American Eel. This allows for a higher production of mature female eels that migrate to sea, resulting in Pine Brook as an important migratory corridor.

Pine Brook converges with the Jeremy River immediately upstream from the former dam. The fish community of Pine Brook has seen significant recovery from years of degraded water quality from an upstream landfill. In the years since the landfill ceased its operations, the water quality has rebounded. Sampling of Pine Brook conducted by CT DEEP Fisheries indicate Pine Brook supports Native Brook Trout, as well as Americana Eel and Tessellated Darter. Sampling has also indicated the presence of Largemouth Bass and Redfin Pickerel, which clearly are drop downs from Babcock Pond.

The mill property is located dead center in a CT DEEP area designated as Natural Diversity Database (NDDB), and is the intersection of the Airline Rail Trail Greenway and the Pine Brook Greenway. This area achieved its State designation as it helped connect the Airline Trail State Park System with other open space and included unsegmented blocks of undeveloped land. These greenways are areas where conservation efforts are focused.

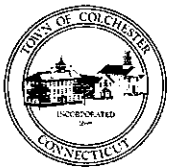
This is an area CT DEEP has identified to contain state and federal listed species, as well as significant Natural Communities. This area receives significant attention from our state agencies and other environmental groups. The success of transforming a ruined paper mill into a scenic park with native plantings could provide a model and encouragement to other groups reclaiming brown fields for public use and considering dam removal.

The Salmon River Watershed Partnership has been conducting baseline water quality monitoring in Pine Brook and the results have indicated that Pine Brook has excellent quality in a number of areas. Pine Brook, Judd Brook, Meadow Brook, Mint Brook, Raymond Brook and Hope Valley Brook drain into the Jeremy River. Judd Brook passes right through the center of town, beginning just southeast of the Lions Pond on Colchester draws Halls Hill Rd. Approximately 3/4 of Colchester's land drains into the Salmon River Watershed.

Heide Perham

From: First Selectman
Sent: Thursday, July 15, 2021 6:56 PM
To: Board of Selectmen
Subject: Fw: Answers to Questions about CIPA-Compliance/Filtering

Mary Bylone
First Selectman, Colchester
127 Norwich Avenue
Colchester, CT 06415
860-537-7220 office



From: Kate Byroade <LibraryDirector@colchesterct.gov>
Sent: Tuesday, July 13, 2021 6:04 PM
To: First Selectman <selectman@colchesterct.gov>
Subject: Answers to Questions about CIPA-Compliance/Filtering

Hi Mary,

I had to wait to get these answers until someone at the filtering software company could meet with me to answer the questions that Taras asked.

Taras's questions:

1. **Can you provide a brake out of categories by level of implementation? I.E., if there are 11 levels 0-10 can you place categories by level. (Social media, Political, Religious, Pornography, etc....)**
 - a. First, I must apologize for my explanation of a scale of filtering that doesn't actually exist. My colleagues repeatedly referenced "the lightest level" and I mistakenly translated that to a leveled 0-10 scale or something similar.
 - b. CEN's filtering is focused on the following categories: "Adult Content", "Malware", "Porn/Nudity", "Porn-Child", and "Violence & Hate". The default setting is for the categories "Porn/Nudity" and "Porn-Child" images. While the iBoss filtering software offers dozens of other categories, the two "Porn" categories are sufficient for CIPA-compliance, and are the two categories public libraries in Connecticut are filtering.

2. It is my understanding that C.E.N manages the filtering software via profile.

a. What is the process of updating profiles to workstations when new groups are added?

i. The Library determines the profiles for its computers when it begins using the filtering software and sets it up with technical support and training from CEN and iBoss.

b. Does the library have the ability to opt out of current or future groups within a particular level?

i. Yes. The Library exists as its own group administrator. The Library can Allow/Block categories broadly and sites specifically as needed. The dashboard is available to library staff and is easy to use. (I saw a demo.) For example a library staff member could immediately Allow a previously Blocked site on the request of a patron. There is no need to request outside authority to do so. Library staff would receive initial and annual training.

c. When changes are made to the filter is the library notified?

No, the iBoss filtering software is updated continually, so notifications would be unwieldy and generally irrelevant. However, the Library has the ability to Allow/Block both broadly at the category level and at the website level for its users. The Library can also note and report specific sites that should be allowed if they have been blocked and vice versa for review by the team at iBoss overseeing categories. The Library always has the ability to override a block and Allow any given content that it legal for adults.

I don't know if these should be submitted to Heide as part of a general email to all of the Selectmen, just to Taras, or held until the BoS meeting.

Thank you!

Kate

Kate Byroade, MSLIS

Library Director

She/Her/Hers



Cragin Memorial Library

8 Linwood Avenue

Colchester, CT 06415

860-537-5752

Fax: 860-537-4559



Past President, Connecticut Library Association

Leading the Way Since 1875

Town of Colchester/Colchester Board of Education

Purchasing Policy Addendum

Federal Uniform Guidance

When procuring property and services under a Federal award (including federal funds that are passed through the State of Connecticut), the Town of Colchester/Colchester Board of Education will follow the federal procurement standards as set forth in the Code of Federal Regulations (CFR) Sections 200.318 to 200.327.

Objectives of the procurement standards are to ensure the following:

- Oversight must be maintained to ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- Contracts are awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.
- Records must be sufficiently maintained to detail the history of procurement.
- Transactions are conducted in a manner providing full and open competition.
- Potential bidders are not precluded from qualifying during the solicitation period.
- Avoid acquisition of unnecessary or duplicative items.

In addition, the Town of Colchester/Colchester Board of Education purchasing procedures will include the following requirements in accordance with the CFR.

CFR Section	Requirement	Procedures
200.321	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.	(a), (b) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible including:
		(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
		(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
		(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
		(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
		(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
		(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

CFR Section	Requirement	Procedures	
200.322	Domestic preferences for procurements	(a)	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
200.323	Procurement of Recovered Materials		A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
200.324	Contract cost and price	(a)	The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
		(b)	The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
		(c)	Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
		(d)	The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

CFR Section	Requirement	Procedures
200.325	Federal awarding agency or pass-through entity review	(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
		(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates
		(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
200.326	Bonding requirements.	For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
		(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
		(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
		(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

CFR Section	Requirement	Procedures
200.327	Contract provisions	The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.
		(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
		(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
		(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b)
		(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
		(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
		(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CFR Section	Requirement	Procedures
200.327	Contract provisions	(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
		(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
		(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Uniform Guidance defines five (5) methods of procurement and the requirements for each type. The Town of Colchester/Colchester Board of Education purchasing policy is to follow the procedures as required and summarized in the following table:

Procurement Type	Dollar Threshold	Procedures
Micro-purchases	\$0 – \$10,000	May be awarded without soliciting competitive price or rate quotes if price is considered to be reasonable. Reasonableness can be determined by comparing the price to past purchases or other published prices and/or requesting prices from more than one vendor When possible, purchases will be distributed equitably among a range of qualified vendors
Small purchases	\$10,001 – 250,000	Price or rate quotes must be obtained from at least two (2) sources Price quotes, including phone quotes must be formally documented and retained. Price does not need to be deciding factor

Procurement Type	Dollar Threshold	Procedures
Sealed bids	\$250,001 and greater	<p>Bids must be formally solicited from an adequate number of vendors (2 or more)</p> <p>Bids must be publicly advertised</p> <p>Bids/RFP package will provide sufficient response time</p> <p>Request for bid or proposal will clearly define details and scope of the project, and the items or services requested from the bidder including the timeline</p> <p>Bids will be opened publicly</p> <p>Bids will be awarded based upon firm fixed price contract made in writing to the lowest responsive and responsible bidder</p> <p>Any or all bids may be rejected based upon cancellation of the project, change in needs or any other valid reason. The reason for rejecting all bid must be formally documented</p>
Competitive proposals	\$250,001 and greater	<p>Bids must be publicized and identify all evaluation factors and their relative importance</p> <p>Bids must be solicited from an adequate number of qualified sources</p> <p>Award will be based upon a written method for conducting technical evaluations of the proposals and selecting recipients</p> <p>Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered</p>
Noncompetitive procurement	\$10,000 and greater	<p>May be used only when the item is available only from a single source, the public exigency or emergency will not permit a delay resulting from competitive solicitation, federal awarding agency or pass-through entity expressly authorizes its use in response to a written request, or after solicitation of a number of sources competition is determined inadequate</p> <p>Justification of the use of noncompetitive procurement must be documented</p> <p>Research on availability from multiple sources must be documented</p> <p>Documentation of authorization must be retained</p> <p>Any initial solicitations from multiple sources which are concluded to be inadequate, and such reasoning, must be documented</p>

The full text of the procurement standards contained in the CFR have been included in this purchasing policy addendum as Appendix A. Any subsequent amendments to the federal procurement standards will be automatically incorporated into this purchasing policy addendum as of their effective date.

UNIFORM GUIDANCE (2 CRF PART 200)

<https://www.ecfr.gov>

PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D: Post Federal Award Requirements

Procurement Standards

§200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities

may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in

§200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases*—(i) *Distribution*. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards*. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds*. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000*. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000*. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases*—(i) *Small purchase procedures*. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds*. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods*. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids*. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals.* A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific

policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144, and 3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

**TOWN OF COLCHESTER
PLANNING AND ZONING DEPARTMENT**

TO: Board of Selectmen

FROM: Matthew R. Bordeaux, Planning Director *MRB*

DATE: July 22, 2021

RE: Niantic Bay Group, LLC – 347 Cabin Road
Request to Conduct Activity on Town-owned Land

Niantic Bay Group, LLC is proposing a residential subdivision of 347 Cabin Road (see plan attached). The proposed subdivision application, or resubdivision to be specific, is under review by Town staff and permit applications will be considered by the Colchester Conservation Commission and Planning and Zoning Commission at upcoming regular meetings. As a part of the proposed project, Mr. John Doran, Project Manager, is requesting permission from the Board of Selectmen to conduct activity on Town-owned land to construct a stormwater detention basin.

The proposed subdivision project is Phase II of a previously approved subdivision referred to as “Jordan Alley”. The original approval included the dedication of approximately 15 acres of open space to satisfy the requirements of the Subdivision Regulations for both Phase I and II of the project. The original approved included the construction of a stormwater detention basin to be located on the open space dedicated to the Town. The current resubdivision plan, which consists of six (6) lots on the existing Lot 5 of the Jordan Alley Subdivision, requires that the previously approved detention basin be constructed as part of the stormwater management system required to store stormwater collected from impervious and pervious surfaces introduced as part of the project.

Construction of the detention basin will require temporary and short-term disturbance of Town-owned land until the site is stabilized. While the proposed activity is located entirely within the regulated inland wetland upland review area, it is not anticipated to have a negative or detrimental impact on any regulated resources.

Draft Motion:

The Board of Selectman authorize Niantic Bay Group, LLC to conduct activity approved by the Planning and Zoning Commission on plans titled “Lot-5 Jordan Alley, 347 Cabin Road, Colchester, CT, prepared for John Doran, June 10, 2021, revised July 15, 2021”, with the conditions that any and all contractors be appropriately insured and include the Town of Colchester as additionally insured and that any and all bonding for the work be posted in accordance with standards outlined in the Colchester Subdivision Regulations and by State Statute.

MRB

R:\Boards and Commissions\PZC\Applications\Jordan Ally Re-Subdivision\Memo to BOS.docx

Attach

Niantic Bay Group LLC



ALL YOU NEED IN THE PLACE YOU CALL HOME

1967 N Rose Hue Path
Hernando, Florida 34442
www.nianticbaygroup.com

John Doran - Project Manager
cell: 860-941-0588
fax: 941-870-7861
john@nianticbaygroup.com

July 13, 2021

Selectwoman Mary Bylone
Town of Colchester
127 Norwich Ave
Colchester, Connecticut 06415

Re: 347 Cabin Road

Dear Selectwoman Bylone:

We have an application before the Inland Wetland and Planning & Zoning boards for a re-subdivision approval of property we own at 347 Cabin Road. The original approval for the project was in two phases; phase one was completed by the previous owner and it included open space in both phases that was granted to the Town of Colchester as part of phase one. The open space dedicated for phase two includes a detention basin that was part of original and which we will build. Because the open space is now owned by the town, we need Board of Selectman approval for this work to be completed. Your earliest consideration for this request will be greatly appreciated.

Thank you,


John Doran,
Niantic Bay Group, LLC



www.hfotusa.org

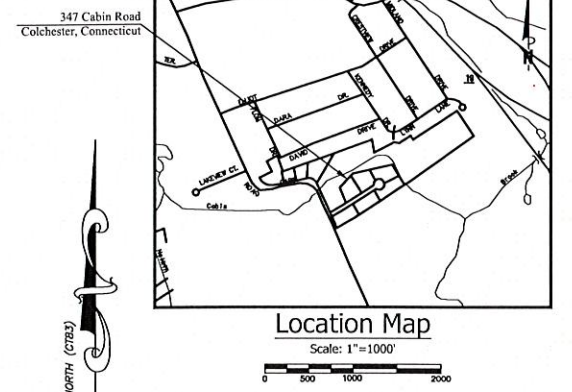


888 Rating: A+
as of 5/20/2016
Click for Review

Tree Notes:

1. PRIOR TO THE START OF EXCAVATION FOR THE PROJECT BOTH ON AND OFF THE SITE, THE CONTRACTOR SHALL NOTIFY "CALL BEFORE YOU DIG" OF CONNECTICUT TO LOCATE AND MARK ALL EXISTING UTILITIES.
2. CONTRACTOR SHALL BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND WILL CONTINUE UNTIL FINAL ACCEPTANCE.
3. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, STRUCTURES, AND PLANTING BEDS.
4. MAXIMUM SLOPE WITHIN DISTURBED AREAS SHALL NOT EXCEED 3:1 UNLESS SPECIFIED OTHERWISE.
5. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE ALL PLANTINGS SHOWN ON DRAWINGS.
6. ALL MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
7. ALL PLANT MATERIAL IS SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT, AT THE NURSERY, AND AT THE SITE.
8. ALL PLANTS TO BE BALLED IN BURLAP OR CONTAINERIZED UNLESS SPECIFIED OTHERWISE.
9. PLANTING SOIL MIX SHALL BE A TOPSOIL, SAND, PEATMOSS AND MANURE OR BONE MEAL MIXTURE AS FOLLOWS: 3 CUBIC YARDS TOPSOIL, 1 CU. YD SAND, 1 BALE PEATMOSS, 1 CU. YARD MANURE OR 15 LBS. BONE MEAL.
10. ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISH GRADE AS TO ORIGINAL GRADES PRIOR TO DIGGING.
11. MULCH FOR PLANTED AREAS TO BE SHREDDED HARDWOOD, PARTIALLY DECOMPOSED, DARK BROWN IN COLOR.
12. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL A MINIMUM OF 1 FULL YEAR FROM DATE OF ACCEPTANCE.
13. ALL AREAS OF THE SITE WHICH HAVE BEEN DISTURBED AND NOT OTHERWISE DEVELOPED SHALL BE LOAMED WITH A MINIMUM OF 6" DEPTH OF TOPSOIL AND SEEDED.
14. PLANT LIST TO INCLUDE:
 - 7 ACER RUBRUM (RED MAPLE)
 - 7 ACER SACCHARUM (SUGAR MAPLE)
 - 7 NYSSA SYLVATICA (BLACK GUM)
 - 6 QUERCUS RUBRA (RED OAK)
15. FUTURE EVERSOURCE DISTRIBUTION EASEMENT AND UNDERGROUND UTILITIES, ETC., MAY CHANGE QUANTITY AND LOCATION OF STREET TREES.

CABIN RD
N/F
TOWN OF COLCHESTER
M/B/L: 03-09/072-025
V1204/17
MAILING ADDRESS
127 NORWICH AVE
COLCHESTER, CT 06415



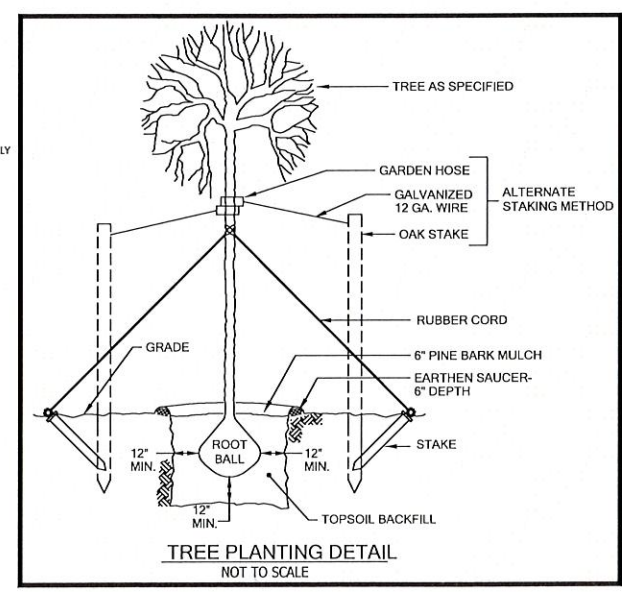
Legend

EXISTING	
SYMBOL	DESCRIPTION
□	MONUMENT
○	EX. IP / REBAR
●	DRILL HOLE
○	UTILITY POLE W/ LIGHT
—	STONEWALL
—	FENCE LINE
⊕	WATER VALVE
—	OVERHEAD WIRES
—	PROPERTY LINE
—	ADJACENT PROPERTY LINE
—	INDEX CONTOUR
—	CONTOUR
—	WETLANDS BOUNDARY/FLAG
—	MEAN LOW WATER LINE
—	MEAN HIGH WATER LINE
—	HIGH TIDE LINE
—	COASTAL JURISDICTIONAL LINE
—	ZONE LINE
—	EASEMENT LINE
—	BUILDING SETBACK LINE
—	EXISTING WATER LINE
—	EXISTING SEWER LINE
—	NOW OR FORMERLY CATCH BASIN
(TYP.)	TYPICAL
S.B	SPOT ELEVATION
DH	DRILL HOLE
(POB)	POINT OF BEGINNING
TP1	TEST PIT
PT	PERCOLATION TEST
U	UTILITY POLE
⊕	DRAINAGE MANHOLE
⊕	SEWER MANHOLE
⊕	HYDRANT
⊕	WATER SHUTOFF
PROPOSED	
○	IRON PIN TO BE SET
□	MONUMENT TO BE SET

- Reference Maps:**
1. "PROPOSED JORDAN ALLEY SUBDIVISION CABIN ROAD, COLCHESTER, CT", DATE: FEBRUARY 6, 2007 REVISED TO JANUARY 9, 2008; SCALE 1"=100'; BY: STANTEC 188 NORWICH ROAD, COLCHESTER, CT 06415 SHEET #2 OF 14.
 2. "PROPOSED JORDAN ALLEY SUBDIVISION LOT #5 CABIN ROAD, COLCHESTER, CT" DATE: JULY 15, 2016; SCALE: 1"=100'; BY: FRANCIS E HAMM LICENSE SURVEYOR.

Subject Parcel Information

OWNER: NIANTIC BAY GROUP, LLC
 PARCEL ADDRESS: 347 CABIN RD, COLCHESTER, CT
 APPLICANT: NIANTIC BAY GROUP, LLC, 1967 N ROSE HUE PATH, HERNANDO, FL 34442
 MBL: 03-00/001-005
 AREA: 287,995 SF = 6.61 ACRES
 FLOOD ZONE: ZONE X PER FIRM MAP # 09011C0165G
 ZONING DISTRICT: SU
 EFFECTIVE DATE: 7/18/2011



THE COLCHESTER CONSERVATION COMMISSION, ACTING AS THE INLAND WETLANDS AGENCY FOR THE TOWN OF COLCHESTER, APPROVES THE PLAN AS DEPICTED. ANY CHANGES IN THE PLAN THAT MAY HAVE AN IMPACT UPON REGULATED WETLANDS OR WATERCOURSES ARE SUBJECT TO REVIEW BY THE COMMISSION AND MAY REQUIRE ADDITIONAL PERMITS.

APPROVED BY THE COLCHESTER CONSERVATION COMMISSION:

CHAIRMAN: _____
 DATE: _____ EXPIRATION DATE: _____

THE SUBDIVISION REGULATIONS OF THE COLCHESTER ZONING AND PLANNING COMMISSION ARE PART OF THIS PLAN, AND APPROVAL OF THIS PLAN IS CONTINGENT UPON COMPLETION OF ALL THE REQUIREMENTS OF SAID SUBDIVISION REGS. EXCEPTING ONLY VARIANCES OR MODIFICATIONS IN WRITING BY THE COLCHESTER ZONING & PLANNING COMMISSION AND ATTACHED HERETO.

APPROVED BY THE COLCHESTER ZONING & PLANNING COMMISSION:

CHAIRMAN: _____
 DATE: _____ EXPIRATION DATE: _____

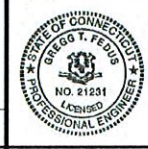
Town-Owned Open Space
 Inland Wetlands Area
 Proposed Detention Basin

NO.	DATE	REVISIONS
1	6/13/2021	GENERAL REVISION
2	7/2/2021	TOWN STAFF COMMENTS
3	7/14/2021	TOWN STAFF COMMENTS

Tree Plan
 of
 Lot-5 Jordan Alley
 347 Cabin Road
 Colchester, Connecticut
 Prepared For:
 JOHN DORAN
 June 10, 2021

DRAWING SCALE: 1"=40'

Gregg T. Fedus P.E.
 CT. License No. 21231



FEDUS ENGINEERING, LLC
 CIVIL ENGINEERS
 Mailing Address: 70 Essex Street Mystic, Connecticut 06355
 Office: (860) 536-7390 Fax: (860) 536-1644

SHEET NO. 12 OF 12 JOB NO. 21-001005 DRAWN BY: DC

Town of Colchester Interoffice Memorandum

To: Mary Bylone, First Selectman
From: James Paggioli, Director of Public Works
CC:
Date: July 29, 2021
Re: Award and Authorization RFP 2020-06 – Engineering Services for 16" Sewer Force Main Analysis and Design of Repair.

As approved at a previous Board of Selectmen meeting, the repair of the 16" Sewer Force Main required an RFP for Engineering Services in order to conduct analysis and design the necessary repair for force main failure at the Airline Trail (Rapallo Viaduct area) in East Hampton. Design of the repair was conducted and a Bid Package RFP 2021-03 was placed out to conduct the necessary repair. Seven bid packages were opened on 7-16-2021 and reviewed for the General Sewer Contractors capable of performing the necessary work. Staff and Environmental Partners reviewed the bids and found the lowest qualified responsible bidder was J. Fletcher Creamer & Sons from Hackensack, NJ for a base bid and bid Alt. #1 total price of \$438,930.00. The Sewer and Water Commission at its 7/28/21 meeting passed a motion of the recommendation to the Board of Selectmen, acting as the WPCA, that the award of RFP 2021-03 Rapallo Viaduct Force Main Repair be made to J. Fletcher Creamer and Sons of Hackensack, NJ for base bid and Bid Alternate price of \$438,930.00 and that the First Selectman be authorized to enter into a contract and sign all necessary documents.

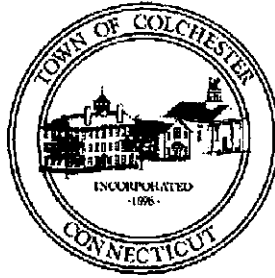
I have attached, the Breakdown of Bids for RFP 2021-03, The response by J. Fletcher Creamer, and the minutes of the Sewer and Water Commission for reference.

I would therefore recommend the Award be made in accordance with the motion of the Sewer and Water Commission.

Proposed Motion: That the Board of Selectman, acting as the WPCA, that the award of RFP 2021-03 Rapallo Viaduct Force Main Repair be awarded to J. Fletcher Creamer & Sons of Hackensack, NJ, with Bid Alternate A included for a total of \$438,930.00 and allocate from the Sewer Capital fund the same amount for the construction thereof, and authorize the First Selectman to sign all necessary documents.

Additionally to assist staff on the project with technical matters and construction administration and inspection services, the Sewer and Water Commission also recommended to that Board of Selectmen to approve the proposed Amendment #1 Agreement for Engineering and Supplemental Services Dated July 2021. (Copy of attached). I would also recommend the Amendment #1 be approved and signed in accordance with the Sewer and Water Commission's recommendation.

Proposed Motion: That the Board of Selectman, acting as the WPCA, approve the Contract Amendment No.1 Dated July 2021 for Engineering and Supplemental Services with Environmental Partners Group, LLC for the sum not to exceed \$37,600 and authorize the First Selectman to sign all necessary documents.



Colchester Sewer and Water Commission

**Notes for the July 28, 2021 Regular Monthly Meeting
7:00 P.M Zoom Virtual Meeting -Colchester Town Hall.
127 Norwich Avenue, Colchester, Connecticut**

Members Present: S.Coyle, R. Silberman (7:45), R. Peter, K. Fagnoli, G. LePage
Members Absent: R.Segura, T. Hochdorfer
Others Present: J. Paggioli (Public Works), Ben Gilmore- Joint Facilites, Mary Bylone- First Selectman

1. **Call to Order-** Chairman Coyle called the Regular Monthly meeting to order at 7:09 p.m.
2. **Additions to Agenda –** None.
3. **Approval of the Sewer and Water Commission May 26, 2021 Public Hearing and Regular Monthly Meeting Minutes–** Motion to approve the minutes of the May 26, 2021 F 21-22 Sewer and Water Budget Public Hearing as submitted, by K. Fagnoli, second by R. Peter; Motion approved 3-0-1. G. LePage Abstained
Motion to approve the minutes of the May 26, 2021 Regular Monthly Meeting Minutes as submitted, by R. Peter, second by K. Fagnoli; Motion approved 3-0-1 G. LePage Abstained
4. **Citizen’s Comments-** None.
5. **Subcommittee Reports**
 - A. **Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other**
Transfers – None.
Disputes- None new.
Monthly Financials – Finish in black.
Quarterly Billing –As of 6/30/21 we have billed out 101.2% of the projected FY 20-21 budget and have collected 99.88 % of the projected budget.
6. **Water Activities**

A. Water Activities Report –

- 1) Service Work: Mark outs, Samples –Dist. And Source Finals. Profiles, Service Calls, respond to customers complaint issues and profile request.
- 2) New Developments – AutoZone Linwood Ave. Multiple review Jordan Alley Resubdivision.
- 3) Water Hauling – Halted with Voluntary Conservation Notice –Still in effect.
- 4) Main breaks: None
- 5) CBYD Mark outs- Various
- 6) CCR printed and sent out.
- 7) Well 3A brought online, and incorporated into system. Final Close out scheduled.
- 8) SCADA system design specs developed for update quote.

B. Water Projects Status –

- 1) General: The new Utility Billing/Account History/Enterprise software CUSI is functional.
- 2) Update on new meter/meter read upgrade software initiation. Question regarding split process base/reader. Consensus was reached that it was in the best interest of the system that the bases and meter heads be obtained and maintained by the same manufacturer that exists.

7. Sewer Activities

A. Joint Facilities Report – Chairman Coyle reported that Joint Facilities roof project complete, rainfall i/I, contract issues were mentioned. Mr. Ben Gilmore of Joint Facilities gave a brief synopsis of the existing Middletown Avenue Pump Station (MAPS) conditions and limitations of the facility.

B. Sewer Activities Report – Remedia Odor Control Project. The product is working with variability of effectiveness based on temperature. Discussion was had regarding the installation of a permanent tank and treatment dosing project at the Prospect Hill Pump Station.

C. Sewer Projects Status –

8. Old Business

- A) **Sewer Force Main Break –** Airline Trail East Hampton Rapallo Viaduct area. RFP 2021-03 bid opened 7/16/2021. Apparent Low Bidder JF Creamer at a base bid of \$432,930 and Alt. A at \$6000. I would recommend that the Sewer and Water Commission recommend to the Board of Selectman, acting as the WPCA, that the award of RFP 2021-03 Rapallo Viaduct Force Main Repair be awarded to J. Fletcher Creamer & Sons of Hackensack, NJ for a with Bid Alternate A included for a total of \$438,930.00 and allocate from the Sewer Capital fund the same amount for the construction there of, and authorize the First Selectman to sign all necessary documents. Motion made by K. Fagnoli, Second by G. LePage that the Sewer and Water Commission recommend to the Board of Selectman, acting as the WPCA, that the award of RFP 2021-03 Rapallo Viaduct Force Main Repair be awarded to J. Fletcher Creamer & Sons of Hackensack, NJ for a with Bid Alternate A included for a total of \$438,930.00 and allocate from the Sewer Capital fund the same amount for the construction there of, and authorize the First Selectman to sign all necessary documents. Motion Passed 5-0.

In order to ensure that the construction meets the Town's and the design criteria, an Amendment to the contract with Environmental Partners is required. The original contract was for evaluation and design services only. The proposed amendment is for Bidding Assistance, Construction Administration, and Inspection-Site Visits. Quite frankly I cannot be on site everyday through the construction period, and the materials and methodology require specialized oversight. I would recommend that Sewer and Water Commission recommend to the Board of Selectman, acting as the WPCA, approve the Contract Amendment No.1 for Engineering and Supplemental Services with Environmental Partners Group, LLC for the sum not to exceed \$37,600.

Motion by K. Fagnoli , seconded by G. LePage recommend that Sewer and Water Commission recommend to the Board of Selectman, acting as the WPCA, approve the Contract Amendment No.1 for Engineering and Supplemental Services with Environmental Partners Group, LLC for the sum not to exceed \$37,600 and authorize the First Selectman to sign all necessary documents. Motion Passed 5-0

- B) **Prospect Hill Pump Station** –Awaiting final installation date from Joint Facilities.
- C) **Joint Facilities Committee**- RFQ set out for internal review, Engineering Services at MAPS (Middletown Avenue Pumping Station)
- D) **RFP 2019-08 Well 3A Well House and Associated Piping**. Final. Well 3A is online and providing full service to Town system. Well 5A is off a scheduled for redevelopment in August of 2021. Punch list items to be completed August. Notice of the beginning of the Well under the influence of ground water study to commence – This is to be contracted out to Sampson and Weston per the Engineering Contract.
- E) **Anticipated Capital Project Schedule** – Discussion – SCADA upgrade, Tank Painting, order, funding. A motion was made by R. Peter, Second by R. Silberman to proceed with the Job Process design of the SCADA upgrade and that potential full funding for the project may be possible with the unexpended amounts (i.e. savings) from the FY 20-21 Water Operating budget.
- F) **Filter Vessel Failure** – No work on this issue this past month..

9. **New Business**- None

10. **Citizens Comments** – None

11. **Adjourn** - Motion to adjourn, by R. Silberman, second by G. LePage ; Motion approved 4-0. Chairman Coyle adjourned the meeting at 8:38 p.m.

Respectfully submitted,
James Paggioli, Director of Public Works

BID Result Breakdown
 RFP 2021-03
 Bid Opening July 16, 2021

Rapallo Viaduct Force Main Repair

Item #	Item Description	Suchocki & Sons, Inc., Old Lyme, CT	Institutform Tech, LLC, Chesterfield, MO	J. Fletcher Creamer & Sons, Hackensack, NJ	National Water Main Cleaning, Company Kearny, NJ	Paganelli Construction, Corp. Locks, CT	Windsor Landscaping, LLC, Oakdale, CT	B & W Paving and Michels Pipe Services, Michels Corp, Watertown, CT
1A	Erosion Control	\$1,200.00	\$1,060.00	\$1,760.00	\$5,600.00	\$3,200.00	\$800.00	\$1,200.00
1B	Access Pit & Backfill	\$30,000.00	\$13,750.00	\$38,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$10,000.00
1C	Test Pit Bolt Removal	\$15,000.00	\$14,000.00	\$20,000.00	\$15,000.00	\$33,065.00	\$3,000.00	\$7,500.00
1D	Trail Restoration	\$4,000.00	\$5,480.00	\$2,400.00	\$10,600.00	\$8,000.00	\$1,200.00	\$6,000.00
2	Furnish & Install FFRP	\$396,900.00	\$481,140.00	\$356,400.00	\$532,880.00	\$405,000.00	\$1,134,000.00	\$380,700.00
3	Sewage Bypass Rental Return	\$20,000.00	\$19,500.00	\$10,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$15,000.00
4	Mod/Demob	\$22,700.00	\$25,000.00	\$4,370.00	\$26,837.50	\$20,000.00	\$80,000.00	\$20,000.00
	Base Bid	\$489,800.00	\$559,930.00	\$432,930.00	\$611,017.50	\$489,265.00	\$1,226,500.00	\$440,400.00
Bid Alt. A	Waste Water Hauling	\$48,000.00	\$178,200.00	\$6,000.00	\$120,000.00	\$45,000.00	\$60,000.00	\$15,000.00
	Total Base Bid & Alt A	\$537,800.00	\$738,130.00	\$438,930.00	\$731,017.50	\$534,265.00	\$1,286,500.00	\$455,400.00



RAPALLO VIADUCT FORCE MAIN REPAIR COLCHESTER, CONNECTICUT

FRP 2021-03

Contract Documents

Prepared for: Town of Colchester

June 2021



ENVIRONMENTAL
 **PARTNERS**

SECTION 00301

BID FORM

To the Town of Colchester, Connecticut, acting through its Department of Public Works:

Regarding: Rapallo Viaduct Force Main Repair

The Owner reserves the right to reject any bid in the event that any bid item or items are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interest of the Owner.

The Owner reserves the right to reject any or all bids if it deems it to be in its best interest to do so. The Owner reserves the right to award the Contract based on sufficiency of appropriated funds to complete the work.

The undersigned states that no officer, agent or employees of the Owner directly or indirectly has a financial interest in this Bid.

The Undersigned, as Bidder, declares as follows:

- The only parties interested in this BID as Principals are named herein;
- this BID is made without collusion with any other person, firm, or corporation;
- no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
- the Bidder has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and agrees that the Bidder shall not use or be entitled to use any such information made available to him through the Contract Documents

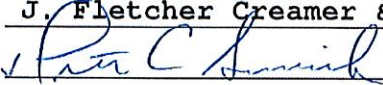
or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and has made due allowance therefore in this BID;

- and the Bidder understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer;
- and agrees that, if this BID is accepted will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that the Bidder will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the Bidder will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the following schedule:

Bidders must bid on each Bid Item. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures. In case of discrepancy, the amount shown in words will govern.

Bidders shall insert extended item prices obtained from quantities and unit prices. In case of discrepancy between the products obtained by multiplying the estimated quantity by the unit price, the actual product shall apply. In case of discrepancy between the sum of the total figure of the items and the total amount listed, the actual sum shall apply.

Receipt of Addenda numbered 1 to 3, inclusive, is acknowledged.

(Bidder) J. Fletcher Creamer & Son, Inc.
(by) 
(Title) Peter C. Smith, Vice President

BASE BID

The Base Bid includes all work of the General Bidder, being all work covered by **items 1 through 4**, inclusive.

Item No.	Item Description and Unit Price in Words	Units	Est. Qty	Unit Price (Figures)	Extended Amount (Figures)
1	Access Pits				
1a	Erosion Control <i>Twenty two</i> Dollars and <i>no</i> Cents	LF	80	<i>22⁰⁰</i>	<i>1,760⁰⁰</i>
1b	Access Pit Excavation & Backfill <i>Seven hundred sixty</i> Dollars and <i>no</i> Cents	CY	50	<i>760⁰⁰</i>	<i>38,000⁰⁰</i>
1c	Test Pits and Bolt Removal <i>Twenty thousand</i> Dollars and <i>no</i> Cents	Lump Sum	1	<i>20,000⁰⁰</i>	<i>20,000⁰⁰</i>
1d	Trail Restoration <i>Sixty</i> Dollars and <i>no</i> Cents	SY	40	<i>60⁰⁰</i>	<i>2,400⁰⁰</i>
2	Furnish and Install Nominal 18-inch Diameter FFRP <i>Two hundred twenty</i> Dollars and <i>no</i> Cents	LF	1,620	<i>220⁰⁰</i>	<i>356,400⁰⁰</i>
3	Sewage Bypass Pipe Rental Return Coordination <i>Ten thousand</i> Dollars and <i>no</i> Cents	Lump Sum	1	<i>10,000⁰⁰</i>	<i>10,000⁰⁰</i>
4	Mobilization and Demobilization (Not to exceed 5% the Sum of Items 1 - 3). <i>Four thousand three hundred seventy</i> Dollars and <i>no</i> Cents	Lump Sum	1	<i>4,370⁰⁰</i>	<i>4,370⁰⁰</i>
Base Bid (Items 1 through 4)					<i>432,930⁰⁰</i>

TOTAL FOR BASE BID

Total Amount of Base Bid (**Basis of Award**) for items **1 through 4**, inclusive:

\$ *432,930⁰⁰*

(Amount in figures)

Four hundred thirty two thousand nine hundred thirty

(Amount in words)

Dollar and no Cent

BID ALTERNATE

The Bid Alternate includes all work of the General Bidder, being all work covered by **Item A**.

Item No.	Item Description and Unit Price in Words	Units	Est. Qty	Unit Price (Figures)	Extended Amount (Figures)
Bid Alternate					
A	Wastewater Hauling <i>One thousand</i> Dollars and <i>no</i> Cents	TRUCK per 24- HR DAY	6	<i>one thousand</i> 1000 ⁰⁰	<i>6,000</i> ⁰⁰
Bid Alternate (Item A)					<i>6,000</i> ⁰⁰

TOTAL FOR BID ALTERNATE

Total Amount of Bid Alternate for **item A**, inclusive:

\$ *6,000*⁰⁰

(Amount in figures)

Six thousand dollars and no cents

(Amount in words)

TOTAL FOR BASE BID AND BID ALTERNATE

Total Amount of the Base Bid and Bid Alternate for **items 1 through 5 plus Item A**, inclusive:

\$ *438,930*⁰⁰

(Amount in figures)

Four hundred thirty eight thousand, nine hundred

(Amount in words)

thirty dollars and no cents

Basis of Award: The basis of award shall be at the Owner's sole discretion, contingent on the Base Bid Price. The grand total of the Base Bid, **Items 1 through 4** inclusive, will be used to determine the lowest responsive bidder. Contract to be awarded to the lowest responsible and eligible bidder in compliance with the C.G.S.

Requirements: Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the OWNER'S option. All of the above items shall include all labor,

materials, equipment, hauling, disposal, transportation, overhead, profit and insurance to cover the work as required in the Contract Documents.

The undersigned agrees that for extra work, if any, will be performed in accordance with Article 11 of the General Conditions of the Contract and will be paid for in accordance with Article 13 of the General Conditions of the Contract.

The bidder understands that the Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

An unbalanced or unreasonable lump sum and/or unit price submitted herein may be considered as non-responsive to the Instructions to Bidders.

The bid security accompanying this BID shall be in the amount of five percent (5%) of the BID.

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within sixty-five (65) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after notification that the AGREEMENT and other Contract Documents are ready for signature.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within **90 calendar days**, as stipulated in the AGREEMENT. No additional time shall be added to the contract duration if the Bid Alternate is selected. Liquidated damages for each calendar day of delay shall be **\$1,500** as stipulated in the AGREEMENT.

A performance bond in an amount equal to one-hundred percent (100%) of the total amount of the bid with a surety company qualified to do business in the State of Connecticut will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to one-hundred percent (100%) of the total bid amount.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

The undersigned as Bidder, hereby certifies that he/she is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970. (O.S.H.A.), and all latest revisions thereto, and that this Proposal is prepared on the basis of compliance with those requirements.

The undersigned as Bidder, hereby certifies that he/she/they will maintain records in reasonable detail, which accurately and fairly reflect the financial transactions and disposition of the Bidder, in accordance with the C.G.S.

The undersigned hereby certifies that he/she/they is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she/they will comply fully with all laws and regulations applicable to awards made subject to C.G.S. The bidding and award of the contract will be in full compliance with the C.G.S. as last revised.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the State of Connecticut under the provisions of any chapter of the C.G.S or any rule or regulation promulgated thereunder.

The undersigned bidder certifies under penalties of perjury that he/she/they has complied with all laws relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The attached FORM OF NON-COLLUSION AFFIDAVIT must be signed and submitted as part of the Bid Proposal.

This Proposal must bear the written signature of the Bidder or that of his/her duly authorized agent. If the Bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a Partner and the title of such officer must be stated. Satisfactory completion of the following data is an essential part of submission of this Proposal and is required. Bid must be embossed with corporate seal.

Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 91643-LIB-21-62

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J. Fletcher Creamer & Son, Inc.

101 East Broadway
Hackensack, NJ 07601

OWNER:

(Name, legal status and address)

Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
State of Inc: Massachusetts

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Rapallo Viaduct Force Main Repair RFP 2021-03

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

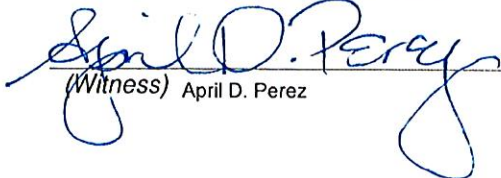
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of June, 2021



(Witness)

Sam Chang
Administrator


(Witness) April D. Perez

J. Fletcher Creamer & Son, Inc.
(Principal)  (Seal)

(Title) Peter C. Smith - Vice President

Liberty Mutual Insurance Company
(Surety)  (Seal)

(Title) Annette Audinot, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette Audinot

all of the city of Morristown, state of New Jersey each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV -- OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of June, 2021



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

NOT VALID FOR FINANCING, INTEREST RATE, CURRENCY RATE, INTEREST RATE OR RESIDUAL VALUE GUARANTEES.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits.....	\$2,058,007,542	Unearned Premiums.....	\$8,448,706,991
*Bonds — U.S Government.....	2,209,760,437	Reserve for Claims and Claims Expense.....	23,879,216,613
*Other Bonds.....	15,902,755,586	Funds Held Under Reinsurance Treaties.....	343,068,613
*Stocks.....	18,517,107,230	Reserve for Dividends to Policyholders	1,192,716
Real Estate.....	193,169,809	Additional Statutory Reserve.....	77,397,000
Agents' Balances or Uncollected Premiums.....	6,970,170,469	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	118,399,147	Other Liabilities	6,279,510,804
Other Admitted Assets.....	12,079,597,645	Total.....	\$39,029,092,737
		Special Surplus Funds.....	\$178,155,102
		Capital Stock.....	10,000,075
		Paid in Surplus.....	10,945,045,214
		Unassigned Surplus.....	7,886,674,737
		Surplus to Policyholders	19,019,875,128
Total Admitted Assets	<u>\$58,048,967,865</u>	Total Liabilities and Surplus	<u>\$58,048,967,865</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T. Mikolajewski


Assistant Secretary

**RAPALLO VIADUCT FORCE MAIN REPAIR
TOWN OF COLCHESTER
BID # 2021-03**

(SEAL)

**J. Fletcher
Creamer & Son Inc.**

(Name of Bidder)

By  **Peter C. Smith**

Vice President
(Signature and title of authorized representative)

Date **July 9, 2021**

201-488-9800

Telephone)

101 E. Broadway

(Business address)

201-488-0587

(Fax Number)

Hackensack, NJ 07601

(City and State)

The following documents are attached to and made a condition of the bid, and shall be filed with the bid:

- Bid Security (5%), and Bid Bond Affidavit if cash or check;
- List of Proposed Subcontractors;
- Completed and signed Bid Proposal and Project Reference List (Section 00301);
- Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;
- Completed Form of Non-Collusive Affidavit (Section 00480);
- Completed Certificate of Corporate Vote (Corporation Only) (Section 00481);
- Completed Certificate as to Payment of State Taxes (Section 00482);
- Completed Certificate of 10 Hour OSHA Training (Section 00483).

REFERENCES OF BIDDER

The Contractor is requested to list three (3) or more of your firm's projects in the past 10 years in of a similar character and nature as the proposed work. References will enable the Owner to judge the Contractor's qualifications, experience, skill, and business standing.

Project Name: See Attached
Project Location: _____
Contract Amount: \$ _____ Completion Date _____
Owner: _____
Contact Name: _____ Telephone: _____
Architect/Engineer: _____
Contact Name: _____ Telephone: _____

Project Name: _____
Project Location: _____
Contract Amount: \$ _____ Completion Date _____
Owner: _____
Contact Name: _____ Telephone: _____
Architect/Engineer: _____
Contact Name: _____ Telephone: _____

Project Name: _____
Project Location: _____
Contract Amount: \$_____ Completion Date _____
Owner: _____
Contact Name: _____ Telephone: _____
Architect/Engineer: _____
Contact Name: _____ Telephone: _____

Project Name: _____
Project Location: _____
Contract Amount: \$_____ Completion Date _____
Owner: _____
Contact Name: _____ Telephone: _____
Architect/Engineer: _____
Contact Name: _____ Telephone: _____

Add supplementary pages as necessary.

END OF SECTION 00301

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
CITY OF WOBURN 10 COMMON STREET, WOBURN, MASS 781-932-4553	SALEM ST & PINE ST- 10" C&L, WOBURN, MA	\$ 727,623.00	2/29/2012	JOHN COREY 781-897-5881
CITY OF NEWARK P.O. BOX 799, NEWARK NJ.	REHAB WATER MAINS, NEWARK, NJ	\$ 7,981,118.33	11/30/2012	JOHN GEORGE 201-401-9513
DOW COMPANY 1112 BROADWAY RD., DRACUT, MA 978-682-1414	SECT.18, 50 & 51 REHAB, SOMERVILLE& MEDFORD, MA	\$ 844,247.20	2/29/2012	JONNY WILLIAMS 978-682-1414
TOWN OF CUMBERLAND 45 BROAD ST., CUMBERLAND, RI 401-728-2400	ABESTOS CEMENT WM CLEANING, CUMBERLAND, RI	\$ 1,675,261.17	2/29/2012	THOMAS M.BRUCE III 401-728-2400
CITY OF WILMINGTON 800 FRENCH ST, WILMINGTON, DE, COUNTY BLDG. 302-576-3065	WILMINGTON - CLEAN & LINE OF WM(C), WILMINGTON, DE	\$ 2,607,949.63	5/31/2012	LARRY CARSON 302-576-2429
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	C&L 2010 RENEW, SEWAREN/PORT READING, NJ	\$ 3,849,897.29	2/29/2012	HETAL MISTRY 732-634-1500
CLAYTON COUNTY WATER AUTHORITY 1600 BATTLE CREEK RD, MORROW GA, 770 9605662	RELINING CAST IRON WMS, VARIOUS LOCATIONS, GA	\$ 298,500.00	9/30/2011	HERBERT ETHERIDGE 770-961-2130
AQUA PENNSYLVANIA 700 W.SPROUL RD, SPRINGFIELD, PA, 610-541-4179	2011 CLEANING & LINING CONTRACT(C), UPPER DARBY TWP, PA	\$ 809,316.98	1/31/2012	MIKE PETTIT 610-513-4488
THE YORK WATER COMPANY 130 E.MARKET ST, YORK, PA, BOX 15089 717-718-7541	YORK WATER CO- C&L OF CAST IRON MAINS, YORK, PA	\$ 28,838.66	10/31/2011	KENT CROMAN 717-718-7541
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX C&L 2011 RENEWAL, SOUTH AMBOY, NJ	\$ 2,812,878.64	3/31/2013	BRIAN CARR 732-634-1500
ARTESIAN WATER CO 664 CHURCHMANS RD., NEWARK, DE 302-453-6900	ARTESIAN WATER CO-WM C&L, WILMINGTON, DE	\$ 184,687.50	7/31/2011	JASON WAGNER/JOHN D'IMAIO 302-453-6900
ARTESIAN WATER CO 664 CHURCHMANS RD., NEWARK, DE 302-453-6900	ARTESIAN WATER-JEFFERSON FARMS, WILMINGTON, DE	\$ 107,593.75	7/31/2011	JASON WAGNER/JOHN DEMAIO 302-453-6900

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
SUEZ NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	UNITED WATER 2011 C&L, VARIOUS, NJ	\$ 1,106,209.50	4/30/2012	OWEN BLAKE 201-634-4215
CITY OF WILMINGTON 800 FRENCH ST, WILMINGTON, DE, COUNTY BLDG. 302-576-3065	WILMINGTON C&L WM'S, WILMINGTON, DE	\$ 1,637,434.69	3/31/2014	LARRY CARSON 302-576-2429
MUNICIPAL SERVICES COMMISSION 216 CHESTNUT ST, NEW CASTLE, DE, 302-323-2330	CLEAN&CEMENT LINE WM'S, NEW CASTLE, DE	\$ 377,882.32	4/30/2012	JAY GUYER 302-323-2330
BAS CONSTRUCTION LANDFILL 2210 SO.AZUSA AVE., WEST COVINA, CA 909-455-8568	BAS- 36" TV & CML, WEST COVINA, CA	\$ 33,750.00	12/31/2011	KELLY MCGREGOR 909-455-8568
MACON WATER AUTHORITY 790 SECOND STREET, MACON, GA, PO BOX 108	MACON WATER- C&L WM'S 2011/2012, MACON, GA	\$ 192,879.00	4/30/2012	RANDY SMITH 478-464-5642
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER- C&L RENEW 2012, EDISON, NJ	\$ 3,905,040.00	8/31/2012	BRIAN CARR 732-634-1500
CITY OF NEWARK 220 SOUTH MAIN STREET, , NEWARK, DE 302-366-7138	NEWARK, DE- EMER PIPELINE REHAB, NEWARK, DE	\$ 163,143.13	1/31/2012	TOM COLEMAN 302-366-7138
AQUA PENNSYLVANIA 700 W.SPROUL RD, SPRINGFIELD, PA, 610-541-4179	AQUA PA -MAINTENANCE 2011, UPPER DARBY TWP, PA	\$ 224,066.20	5/31/2012	MIKE PETTIT 610-513-4488
AQUA PENNSYLVANIA 700 W.SPROUL RD, SPRINGFIELD, PA, 610-541-4179	2012 CLEANING & LINING CONTRACT(C), UPPER DARBY TWP, PA	\$ 932,907.60	12/31/2012	MIKE PETTIT 610-513-4488
ORANGE COUNTY SANITATION DISTRICT 10844 ELLIS AVE., FOUNTAIN VALLEY, CA 714-962-2411	ORANGE CO SANI.- GAS LINE REHAB, HUNTINGTON BEACH, CA	\$ 2,388,184.00	7/20/2015	LARRY ROBERSON 714-962-2411
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AM.WATER 2012 C&L WM'S, CRANFORD,FARWOOD,WESTFIELD, NJ	\$ 2,220,725.21	8/31/2013	MANOJ PATEL 908-431-3264
WILLIAM PATERSON UNIVERSITY 300 POMPTON RD., WAYNE, NJ 973-720-3248	WILLIAM PAT.UNIV. -C&CL WM'S, WAYNE, NJ	\$ 51,676.00	3/31/2013	JOHN SHELLEY 973-720-3248
CITY OF NEWARK 220 SOUTH MAIN STREET, , NEWARK, DE 302-366-7138	CITY OF NEWARK, DE- C&L WM'S, NEWARK, DE	\$ 471,577.75	10/31/2012	TOM COLEMAN 302-366-7138

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
TOWN OF MOUNT PLEASANT ONE TOWN HALL PLAZA, VALHALLA NY, 973 6830044	MT.PLEASANT- C&CML WM'S, MOUNT PLEASANT, NY	\$ 2,915,886.95	1/28/2015	ROBERT GUENA
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJAW-C&CML 16"CIP WEST ORANGE, WEST ORANGE, NJ	\$ 2,341,393.23	12/31/2013	JENNIFER TWYMAN 908-482-1677
SUEZ NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	UNITED WATER 2012 C&L, VARIOUS, NJ	\$ 952,478.97	8/31/2013	OWEN BLAKE 201-634-4215
3M COMPANY 900 BUSH AVE, ST.PAUL, MN, BLDG.42-7W-19 651-778-6376	3M - NJAW STRUCTURAL LINING OF WM'S, WEST ORANGE, NJ	\$ 44,992.39	12/31/2012	CHAD CARNEY 651-737-8408
STONE HILL CONTRACTING CO. P.O. BOX 1370, DOYLESTOWN, PA,	STONE HILL CONTRACT-LINDEN YARD, LINDEN, NJ	\$ 16,678.16	3/31/2013	BRYAN MOTT 215-778-3732
AQUA PENNSYLVANIA 700 W.SPROUL RD, SPRINGFIELD, PA, 610-541-4179	AQUA PA -MAINTENANCE 2012, UPPER DARBY TWP, PA	\$ 43,716.56	1/31/2013	MIKE PETTIT 610-513-4488
AQUA PENNSYLVANIA 700 W.SPROUL RD, SPRINGFIELD, PA, 610-541-4179	2013 CLEANING & LINING CONTRACT(C), UPPER DARBY TWP, PA	\$ 1,090,619.01	12/31/2013	MIKE PETTIT 610-513-4488
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJAW- FRAMEWORK C&CML CRANFORD, CRANFORD, NJ	\$ 6,694,388.79	10/21/2014	JENNIFER TWYMAN 908-482-1677
SUEZ NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	UNITED WATER 2013 C&L, VARIOUS, NJ	\$ 1,504,717.64	6/30/2014	OWEN BLAKE 201-634-4215
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER- 2013 C&L, SO.AMBOY, NJ	\$ 3,732,506.78	6/30/2014	BRIAN CARR 732-634-1500
3M COMPANY 900 BUSH AVE, ST.PAUL, MN, BLDG.42-7W-19 651-778-6376	3M CORP-LOMA LINDA,CA- WATERLINE IMPROVE, LOMA LINDA, CA	\$ 22,800.00	7/31/2013	CHAD CARNEY 651-737-8408
3M COMPANY 900 BUSH AVE, ST.PAUL, MN, BLDG.42-7W-19 651-778-6376	3M CORP- WATERLINE IMPROVE, FORT COLLINS & BRIGHTON, CO	\$ 100,289.07	7/31/2013	CHAD CARNEY 651-737-8409
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJAW- FRAMEWORK & C&CML, WEST ORANGE, NJ	\$ 4,620,191.63	12/16/2014	JENNIFER TWYMAN 908-482-1677

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
AMERICAN INFRASTRUCTURE P.O. BOX 278, FALLSTON, MD, 2011 BELAIR RD 410-879-3055	AM.INFRASTRUCT- TRANSMISSION MAINS, UPPER MARLBORO. MD	\$ 414,936.00	9/30/2014	JAMARR JONES 443-807-2568
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AM WATER- MILLBURN HIGH SCHOOL, MILLBURN, NJ	\$ 141,181.43	9/30/2013	JOHN GILLESPIE 908-482-1677
BOROUGH OF ROOSEVELT PO BOX 128, ROOSEVELT, NJ, 33 N.ROCHDALE AVE 609-586-1141	ROOSEVELT- C&CML 8" CIP, ROOSEVELT, NJ	\$ 90,456.33	9/30/2012	CARMELA ROBERTS 609-586-1141
TOWNSHIP OF CRANFORD 8 SPRINGFIELD AVE., CRANFORD, NJ 908-709-7200	CRANFORD-HILLSIDE AVE SCHOOL TUNNEL, CRANFORD, NJ	\$ 122,975.00	4/20/2015	RICHARD MARS DEN 908-709-7200
3M COMPANY 900 BUSH AVE, ST.PAUL, MN, BLDG.42-7W-19 651-778-6376	3M- WM REPLACE PROJ.FY13, SANTA BARBARA, CA	\$ 34,900.00	10/31/2013	CHAD CHARNEY 651-737-8408
WATERWARE INC 2502 EDGE MONT ST, PHILIDELPHIA, PA, 215-426-5225	WATERWARE- BOONTON RESERVOIR, BOONTON, NJ	\$ 379,109.52	5/31/2018	STEVE BYRNES 215-426-5225
SUEZ - JERSEY CITY 233 COLES STREET, JERSEY CITY, NJ, 2012391108	JCMJA- C&L OGDEN ST, JERSEY CITY, NJ	\$ 879,879.59	9/30/2014	RAJIV PRAKASH 201-432-3755
REIVAX CONTRACTING 46 WASHINGTON ST., HARRISON, NJ, 973-817-5553	REVIAX- BOONTON AVE WM'S, LINDEN, NJ	\$ 9,895.10	3/31/2014	LUIS SANTANA 973-817-5553
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AM.WATER WESTFIELD SERV.RENEWS, WESTFIELD, NJ	\$ 169,402.55	10/21/2014	JENNIFER TWYMAN 908-482-1677
FORT MYER CONST. CORP. 2237 33RD STREET, NE, WASHINGTON, DC, 202-636-9535	FT MEYERS CONST.-DC WATER, WASHINGTON, DC	\$ 314,789.50	2/28/2015	P. BAPTISTA 202-636-9535
FORT MYER CONST. CORP. 2237 33RD STREET, NE, WASHINGTON, DC, 202-636-9535	FT MEYERS.-DC WTR REP & REPL, WASHINGTON, DC	\$ 737,712.98	2/29/2016	P. BAPTISTA 202-636-9535
AQUA PENNSYLVANIA 700 W.SPROUL RD, SPRINGFIELD, PA, 610-541-4179	AQUA PA -MAINTENANCE 2013, UPPER DARBY TWP, PA	\$ 223,646.54	4/30/2014	MIKE PETTIT 610-513-4488
MIDDLESEX WATER CO. 1500 RONSON RD., ISELIN, NJ, PO BOX 1500 (732) 634-1500	MIDDLESEX WATER (C), WOODBIDGE, NJ	\$ 2,810,373.00	11/15/2014	BRIAN CARR 732-634-1500

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMER WATER - FRAMEWORK C&CML WESTFIELD, WESTVILLE, NJ	\$ 2,909,217.29	12/31/2014	JENNIFER TWYMAN 908-482-1677
SULLY-MILLER CONTRACTING CO. 135 S. STATE COLLEGE BLVD., BREA, CA, SUITE 400 714-578-9136	SULLY-MILLER CONTR. - CANADA BLVD., GLENDALE, CA	\$ 660,871.55	12/31/2014	JEREMIAH BROOK 714-578-9136
JERSEY CITY MUA 555 ROUTE 440, JERSEY CITY, NJ, (201) 432-1150	JERSEY CITY MUA AQUADUCT REHAB, LITTLE FALLS, NJ	\$ 2,075,207.23	3/14/2018	KEVIN GARR 201-432-1150
SUEZ NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	UNITED WATER NJ - HILLSDALE, HILLSDALE,, NJ	\$ 1,176,140.18	9/30/2014	HETAL MISTRY 201-634-4242
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AM WATER-MILLBURN- MAPLEWOOD, VARIOUS LOCATIONS, NJ	\$ 4,276,657.72	7/31/2015	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AM WATER-FANWOOD, VARIOUS LOCATIONS, NJ	\$ 4,646,440.00	7/31/2015	JENNIFER TWYMAN 908-482-1677
BORO OF AVON BY THE SEA 301 MAIN STREET, BORO OF AVON BY THE SEA, NJ, 732-502-4510	BORO OF AVON BY THE SEA- WATER MAINS, AVON BY THE SEA, NJ	\$ 534,750.00	11/30/2014	732-502-4510
VILLAGE OF BRIARCLIFF MANOR 111 PLEASANTVILLE RD., BRIAR CLIFF NY,	BRIARCLIFF MANOR-ROUNDHILL RD, BRIARCLIFF MANOR, NY	\$ 1,461,150.00	12/31/2014	DAVID TURIANO 914-944-2770
BOROUGH OF LAKE COMO 1740 MAIN STREET, LAKE COMO, NJ,	LAKE COMO - 2014 WATER MAIN C&L, LAKE COMO, NJ	\$ 2,495,302.41	12/15/2015	BRUCE KOCH (CME) 732-727-8000
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJAW- WEST ORANGE C&L, WEST ORANGE, NJ	\$ 726,858.02	7/31/2015	JENNIFER TWYMAN 908-482-1677
EXCEL PAVING COMPANY PO BOX 16405, LONG BRANCH, CA, 562-599-5841	EXCEL PAVING CO- GLENDALE AVE, CA, GLENDALE, CA	\$ 42,980.00	10/21/2014	JASON MARTIN 562-599-5841
ARTESIAN WATER CO 664 CHURCHMANS RD., NEWARK, DE 302-453-6900	ARTESIAN WATER - SPRUCE AVE, WILMINGTON, DE	\$ 202,775.00	2/28/2015	JASON WAGNER 302-453-6900

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
SANEXEN SERVICE ENVIRONNEMENTAUX 9935 AVENUE de CATANIA, BROSSARD, QUEBEC, CANADA, ENTREE 1-BUREAU 200	SANEXEN SERVICE-AQUAPIPE CLEAN & LINE, COLONIA, NJ	\$ 297,489.95	3/31/2015	FRANCOIS CAMPAGNA
CITY OF BALTIMORE DPW ABEL WOLMAN BLDG 6th FLOOR, BALTIMORE MD, 200 N. HOLIDAY STREET 410 5794546	CITY OF BALTIMORE-INFRASTRUCT REHAB, BALITMORE, MD	\$ 3,750,619.93	2/28/2017	ERIC BROWN 410-396-3440
SUEZ NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	UNITED WATER 2014 C&L, VARIOUS LOCATIONS, NJ	\$ 1,023,338.08	12/31/2014	OWEN BLAKE 201-634-4215
SUEZ WESTCHESTER 700 KINDERKAMACK ROAD, ORADELL, NJ, (914) 632-6900	UNITED WATER WESTCHESTER 2014 C&L, VARIOUS LOCATIONS, NY	\$ 572,262.91	12/30/2014	
SUEZ NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	UNITED WATER LEGEND HILLS 2014 C&L, VARIOUS LOCATIONS, NJ	\$ 360,112.56	1/31/2015	
SUEZ - JERSEY CITY 233 COLES STREET, JERSEY CITY, NJ, 2012391108	UNITED WATER JERSEY CITY OCEAN AVE, JERSEY CITY, NJ	\$ 1,335,208.93	2/1/2016	JOHN HRONCICH
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMER WATER - FRAMEWORK C&CML WESTFIELD, WESTVILLE, NJ	\$ 2,825,519.31	3/31/2016	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AM WATER-FRAMEWORK C&CML MILLBURN, WESTVILLE, NJ	\$ 2,024,364.46	8/16/2016	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AM WATER-FANWOOD, FANWOOD, NJ	\$ 1,079,479.17	1/31/2016	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AM WATER-FANWOOD (C), FANWOOD, NJ	\$ 3,133,990.14	1/31/2016	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJAW- WEST ORANGE C&L, WEST ORANGE, NJ	\$ 789,127.75	3/31/2016	JENNIFER TWYMAN 908-482-1677
SUEZ NEW JERSEY 200 LAKE SHORE DRIVE, HAWORTH, NJ, (800) 422-5987	UNITED WATER 2015 C&L WATER MAINS MONTVALE, Montvale, NJ	\$ 450,014.21	9/30/2015	OWEN BLAKE 201-634-4215

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
BORO OF AVON BY THE SEA 301 MAIN STREET, BORO OF AVON BY THE SEA, NJ, 732-502-4510	AVON BY THE SEA-2015 WATER MAIN C & L, VARIOUS LOCATIONS, NJ	\$ 514,561.55	6/30/2016	TOM GALLAGHER 732-502-4510
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJAW WEST ORANGE 6" LINE WATER MAINS, WESTFIELD, NJ	\$ 2,901,233.30	4/13/2016	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMERWAT WEST ORANGE 6" 3M LINE WATAER MAINS, WESTFIELD, NJ	\$ 507,742.86	9/29/2015	JENNIFER TWYMAN 908-482-1677
VILLAGE OF OSSINING 31 WATER ST., OSSINING NY,	VILLAGE OF OSSINING - VARIOUS STREETS C & L, VILLAGE OF OSSINING, NY	\$ 2,574,167.00	11/30/2016	STEVE TRINIDAD (ENGINEER) 914-769-3400
ALTOONA WATER AUTHORITY 900 CHESTNUT AVENUE, ALTOONA, PA, 814-949-2222	ALTOONA WATER TIPTON TRANSM C&L, ALTOONA, PA	\$ 296,112.00	2/29/2016	MICHAEL SINISI 814-949-2222
PASSAIC VALLEY WATER COMMISSION PO BOX 230, CLIFTON NJ, 1525 MAIN AVENUE 973 3404319	PASSAIC VALLEY WATER MAIN C & L, CLIFTON, PATERSON, N ARLINGTON, NJ	\$ 2,328,943.76	4/30/2017	PATRICK PORCAIRO 973-340-4355
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMER WATER - FRAMEWORK C&CML WESTFIELD, VARIOUS LOCATIONS, NJ	\$ 3,581,976.61	11/1/2017	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AM WATER-FRAMEWORK C&CML MILLBURN, WESTVILLE, NJ	\$ 6,839,588.41	12/31/2017	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AM WATER-CLARK 2016, FANWOOD, NJ	\$ 1,570,235.47	3/7/2017	JENNIFER TWYMAN 908-482-1677
TWP OF FALLS AUTHORITY 557 LINCOLN HIGHWAY, FAIRLESS HILLS, PA, 215-946-6062	TWP OF FALLS AUTH-2016 WATER MAIN REHAB, VARIOUS LOCATIONS, PA	\$ 938,539.31	8/31/2019	VANESSA NEDRICK (RV ENG) 215-946-6062
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJAW- ROSELLE FRAMEWORK LINE 3M MAINS, ROSELLE, NJ	\$ 3,135,771.62	11/28/2017	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AMER WATER MT HOLLY VARIOUS RDS, VARIOUS LOCATIONS, NJ	\$ 1,023,668.65	2/9/2017	LESLIE STEVES 856-305-1979
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMER WATER WICKAPECKO DR OCEAN TWP, Plainfield, NJ	\$ 1,166,076.24	6/22/2017	LESLIE STEVENS 856-305-1979

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMER WATER FRAMEWORK C & CML VARIOUS LOCS, NORTH PLAINFIELD, NJ	\$ 1,411,000.00	9/19/2017	JENNIFER TWYMAN 908-482-1677
READING WATER AUTHORITY 1801 KUTZTOWN RD, READING, PA, 610-406-6300	READING WATER AUTH PENN ST C&L WATER MAIN, READING, PA	\$ 614,600.00	8/30/2017	GEORGE KEYSER 610-313-3100
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJAW WEST ORANGE 6" LINE WATER MAINS, WESTFIELD, NJ	\$ 840,000.00	2/6/2017	JENNIFER TWYMAN 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMER WATER - FRAMEWORK C&CML N PLAINFIELD, VARIOUS LOCATIONS, NJ	\$ 3,166,783.06	2/20/2018	JOHN GILLESPIE 908-482-1677
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMER WAT C&L BUTTWOOD MT HOLLY NJ, MT HOLY, NJ	\$ 3,118,359.28	9/30/2018	LESLIE STEVENS 856-309-4737
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMER WATER SERVICE REPLACEMENT VARIOUS LOCS, NORTH PLAINFIELD, NJ	\$ 1,110,339.01	4/13/2018	JENNIFER TWYMAN 908-482-1677
D.C. WATER & SEWER AUTHORITY 5000 OVERLOOK AVE., WASHINGTON DC, ROOM 219	DC WATER #150170 SM DIA WATER MAIN C&L, WASHINGTON DC, DC	\$ 4,584,577.09	3/15/2021	MARK REID 202-787-2020
HARFORD COUNTY 3334 ABINGDON ROAD, ABINGDON, MD, 410-638-3300	HARFORD CTY-BUSH CREEK FORCE MAIN REHAB, ABERDEEN, MD	\$ 2,024,669.70	10/5/2018	STEVEN SCHULZ 410-638-3300
MUNICIPAL SERVICES COMMISSION 216 CHESTNUT ST, NEW CASTLE, DE, 302-323-2330	MUNICIPAL SERVICES COMM DOBBINSVILLE & DELAWARE AV, NEW CASTLE, DE	\$ 744,289.00	6/30/2017	JAY GUYER 302-323-2333
THE YORK WATER COMPANY 130 E.MARKET ST, YORK, PA, BOX 15089 717-718-7541	YORK WATER 2017 C & L WOOD ST & WYNDHAM ST, YORK, PA	\$ 571,216.85	2/28/2018	KENT CROMAN 717-718-7541
CITY OF BALTIMORE DPW ABEL WOLMAN BLDG 6th FLOO, BALTIMORE MD, 200 N. HOLIDAY STREET 410 5794546	WC1293 CITY OF BALTIMORE WATER INFRASTR REHAB, BALTIMORE CITY, MD	\$ 6,719,128.69	9/8/2020	DARRON WALLER 410-396-8189
THE YORK WATER COMPANY 130 E.MARKET ST, YORK, PA, BOX 15089 717-718-7541	YORK WATER CO VARIOUS BRIDGE CROSSINGS, YORK, PA	\$ 6,150.00	6/30/2017	KENT CROMAN 717-718-7541
CRISDEL GROUP INC. 240 RYAN ST., SO. PLAINFIELD NJ, 908-561-7550	CRISDEL MEM SLOAN KETTERING AMBLTY CARE FCLTY, MIDDLETOWN, NJ	\$ 68,025.00	6/1/2017	MATT SPENCER 908-561-7550

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
PASSAIC VALLEY WATER COMMISSION PO BOX 230, CLIFTON NJ, 1525 MAIN AVENUE 973 3404319	PASSAIC VALLEY WATER CNT #17- B-19 WTR MN C&L, CLIFTON - PASSAIC, NJ	\$ 5,333,882.04	12/4/2019	JULIE ALESANDRELLI 973-340-4319
FORT MYER CONST. CORP. 2237 33RD STREET, NE, WASHINGTON, DC, 202-636-9535	FT MYER CONS DC WATER WATER MAINS, WASHINGTON DC, DC	\$ 62,024.00	8/30/2019	P. BAPTISTA 202-636-9535
DEWCON, INC. P.O. BOX 439, BASKING RIDGE, NJ, 908-832-5710	DEWCON ROSELLE AMER WATER FRAMEWORK 2017, ROSELLE, NJ	\$ 241,661.20	12/4/2017	RYAN DEWEY 908-832-5710
PINE HILL BORO MUA 907 TURNERSVILLE RD., PINE HILL, NJ, 856-783-0739	PINE HILL BORO MUA CLEMENTON RD C&L 3M, CLEMENTON, NJ	\$ 141,875.00	2/9/2018	THOMAS LEISSE 856-783-0739
FORT MYER CONST. CORP. 2237 33RD STREET, NE, WASHINGTON, DC, 202-636-9535	FT MYER CONST *CANCELED* WATER MAIN REHAB #130140, WASHINGTON DC, DC	\$ 34,792.20	11/30/2018	JOHN HAMILTON 202-636-9535
ANNE ARUNDEL COUNTY DPW 2660 RIVERA RD, ANNAPOLIS MD, 410 2227569	ANNE ARUNDEL CTY C&L BELVEDERE BEACH HARMONY, MD, ANNAPOLIS, MD	\$ 2,353,420.26	12/30/2019	BEVERLY INGRAM 410-224-1277
THE YORK WATER COMPANY 130 E.MARKET ST, YORK, PA, BOX 15089 717-718-7541	YORK WATER CO. HILL STREET AREA C&L CEMENT WATER, YORK, PA	\$ 691,938.19	12/11/2018	KENT CROMAN 717-718-7541
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	NJ AMER WATER N. PLAINFIELD LINE w/3M SCOTCHKOTE, PLAINFIELD, NJ	\$ 2,464,538.70	1/21/2019	JOHN GILLESPIE 908-482-1677
MERCHANTVILLE/PENNSAUKEN WATER COMMISSION 6751 WESTFIELD AVE, PENNSAUKEN, NJ,	MERCHANTVILLE-PENNSAUKEN WATER HAMPTON WATER MAIN, HAMPTON, NJ	\$ 350,215.00	2/28/2019	RICHARD SPAFFORD, P.E. 856-663-0043
SAN JUAN WATER DISTRICT P.O. BOX 2157., GRANITE BAY, CA 916-791-6939	SAN JUAN WATER DIST FAIR OAKS RELINNING 40", FOLSOM, CA	\$ 2,750,758.02	12/4/2019	TONY BARELA 916-791-6939
MOUNT CONSTRUCTION 427 SO. WHITE HORSE PIKE, BERLIN, NJ, 856-768-8493	MOUNT CONSTRUCTION GSP EXIT 111 SB REPAIR DRAIN, TINTON FALLS, NJ	\$ 94,350.00	10/31/2018	DONNA DUBICKI 856-768-8493
TOWN OF GREENBURGH 177 HILLSIDE AVE, GREENBURGH, NY, 914-989-1580	TOWN OF GREENBURGH RT 100C CHELSEA RD WATER MAIN, GREENBURGH, NY	\$ 80,400.00	10/31/2018	VICTOR CAROSI 914-989-1580
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	AMER WATER ROSELLE FRAMEWORK C&L EPOXY TEST, ROSELLE, NJ	\$ 172,114.77	1/21/2019	RICHARD CONKLIN

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT NAME, WORK PERFORMED, & LOCATION	CONTRACT VALUE	PROJECT END DATE	CONTACT NAME FOR OWNER & ENGINEER
AVALON BAY COMMUNITIES 600 ATLANTIC AVE 20TH FLOOR, BOSTON MA, 203-319-4910	ALEXANDER ST & ASHBURTON AVE WATER MAIN REHAB, YONKERS, NY	\$ 1,554,556.47	2/29/2020	AARON LEVY 203-319-4910
CITY OF BALTIMORE DPW ABEL WOLMAN BLDG 6th FLOOR, BALTIMORE MD, 200 N. HOLIDAY STREET 410.5794546	CANCELLED**WC1365 C&L MAINS BEREA NEIGHBOR HOOD, BALTIMORE COUNTY, MD	\$ 5,828,456.00	9/12/2019	HARMAN GUADALUPE 410-396-8189
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	MOUNTAINVIEW AREA MILLBURN FRAMEWORK C&L, MILLBURN, NJ	\$ 3,291,034.45	6/23/2020	JOHN GILLESPIE 908-482-1677
THE YORK WATER COMPANY 130 E.MARKET ST, YORK, PA, BOX 15089 717-718-7541	2019 CLEAN-CEMENT LINE WATER MAINS YORK PA, YORK, PA	\$ 596,526.65	11/30/2019	KENT CORMAN 717-718-7541
MUNICIPAL SERVICES COMMISSION 216 CHESTNUT ST, NEW CASTLE, DE, 302-323-2330	DELAWARE STREET PHASE 2 CLEAN LINE MAINS, NEW CASTLE, DE	\$ 324,856.55	11/30/2019	JAY GUYER 302-323-2333
TOWNSHIP OF BLOOMFIELD, NJ 1 MUNICIPAL PLAZA, BLOOMFIELD NJ,	WATER MAIN CLEANING 2019 VARIOUS STREETS, BLOOMFIELD, NJ	\$ 1,112,270.51	9/8/2020	STEVE CAPPLOLA 973-680-4009
MACON WATER AUTHORITY 790 SECOND STREET, MACON, GA, PO BOX 108	2019 CLEANING LINING OF WATER MAINS MACON GA, MACON, GA	\$ 715,816.34	9/30/2020	MONTE TOLLESON 478-464-5661
AMERICAN WATER-SHARED SERVICES P.O. BOX 5630, CHERRY HILL, NJ, 908-301-3444	FRAMEWORK C & L GARWOOD PO# 5000135236, GARWOOD, NJ	\$ 3,223,704.83	5/22/2020	RICHARD CONKLIN 908-431-3204
SUEZ - NY 700 KINDERKAMACK ROAD, CRADELL, NJ, 877 426 8969	RIVER RD GRANDVIEW WATER MAIN REHAB, GRANDVIEW, NY	\$ 3,086,911.18	4/12/2021	PATRIA REYES 201-634-4235

STATEMENT OF SERVICES

1. Excavation
2. Utility installation, telephone, electric, gas, water, fiber optic and telecommunications, underground construction
3. Rock blasting
4. Pile driving and steel sheeting
5. Marine construction
6. Sewer, sanitary and storm installation
7. Pumping Stations
8. Treatment Facilities
9. Concrete, culverts and bridges (includes pre-cast culverts)
10. Interlocking pre-cast concrete wall system
11. Gabion construction
12. Rodding of conduit for utilities
13. Boring and jacking for roads, railroad crossings
14. Heavy construction, highways, paving, etc.
15. Dike repair
16. Road construction
17. Rock scaling
18. Underground electric for signalization and highway lighting
19. Cleaning and video inspection of pipes
20. Cleaning and lining of sanitary sewers
21. Cleaning and cement lining of water mains
22. Internal pipe seals
23. Signage (M R & W)
24. Guide rail installation
25. Directional Drilling
26. Renewable Energy

J. FLETCHER CREAMER & SON, INC.

Excavation; Utility installation, telephone, electric, gas, water, fiber optic and telecommunications, underground construction; Rock blasting; Pile driving and steel sheeting; Marine construction; Sewer, sanitary and storm installation; Pumping Stations; Treatment Facilities; Concrete, culverts and bridges (includes pre-cast culverts); Interlocking pre-cast concrete wall system; Gabion construction; Rodding of conduit for utilities; Boring and jacking for roads, railroad crossings; Heavy construction, highways, paving, etc.; Dike repair; Road construction; Rock scaling; Underground electric for signalization and highway lighting; Cleaning and video inspection of pipes; Cleaning and lining of sanitary sewers; Cleaning and cement lining of water mains; Internal pipe seals; Signage (M R & W); Guide rail installation; Directional Drilling; Renewable Energy

CREAMER

J. FLETCHER CREAMER & SON, INC.

POWERED BY *API Group*

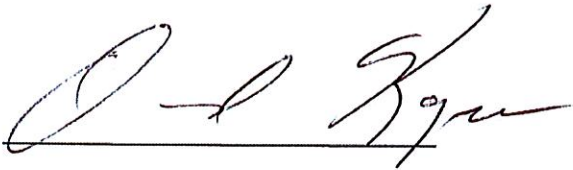
7/9/2021

Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

RE: Rapallo Viaduct Force Main Repair
FRP 2021-03

List of Subcontractors:

For this contract we will self perform all work

A handwritten signature in black ink, appearing to read "Dave Koger", written over a horizontal line.

Dave Koger
Senior Estimator

101 East Broadway
Hackensack, NJ 07601-6851
Phone (201) 488-9800 | Fax (201) 488-2901
JFCSON.COM

SECTION 00480
NON-COLLUSIVE AFFIDAVIT
(AFFIDAVIT FOR BIDDER)

State of New Jersey

County of Bergen

Peter C. Smith

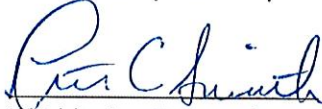
being first duly sworn, deposes and says,

That it is he Vice President, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Proposed Entity, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of:

N/A Bidder,
if bidder is an individual

N/A Partner,
if bidder is a partnership


if bidder is a Corporation **Peter C. Smith**
Vice President

Subscribed and sworn to before me this 9th day of July, 2021.


Notary Public

MELISSA A. JONES
Notary Public, State of New Jersey
ID# 50096041
Commission Expires Jan. 3, 2024

My commission expires: _____, 20__

Colchester, CT
Rapallo Viaduct FM Repair
486-2001

NON-COLLUSIVE AFFIDAVIT
00480-1

END OF SECTION 00480
THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

CREAMER

J. FLETCHER CREAMER & SON, INC.

POWERED BY API GROUP

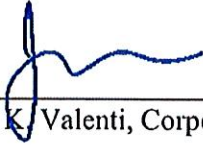
101 East Broadway
Hackensack, NJ 07601

J. Fletcher Creamer & Son, Inc appointed the following individuals to the positions indicated below and have authorized each of them to act as set forth below:

Chief Executive Officer	Joseph T. Walsh
President	Martin D. Downs
Executive VP	Dale A. Creamer
Executive VP & CFO	Andrew C. Wood
Vice President	Peter C. Smith
Vice President	Richard DeNicola
Vice President	Jason Newman

Each of the above individuals have been authorized to sign and submit all Bid and Contract documents on behalf of J. Fletcher Creamer & Son, Inc.

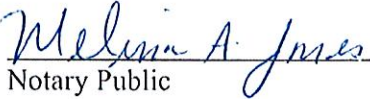
I, James K. Valenti, Corporate Secretary of **J. FLETCHER CREAMER & SON, INC.** hereby certify that the foregoing resolution has been duly and regularly adopted by the Directors of J. Fletcher Creamer & Son, Inc.


James K. Valenti, Corporate Secretary

Corporate Seal

Sworn to me this 9th day of

July 2021


Notary Public

MELISSA A. JONES
Notary Public, State of New Jersey
ID# 50096041
Commission Expires Jan. 3, 2024

AN EQUAL OPPORTUNITY EMPLOYER

CREAMER

**J. FLETCHER CREAMER & SON, INC.
CORPORATE OFFICERS & ADDRESSES**

Joseph T. Walsh	23 Winding Brook Way Shrewsbury, NJ 07702	Chief Executive Officer
Martin D. Downs	313 Birch Parkway Wyckoff, NJ 07481	President
Dale A. Creamer	14 Big Ramapo Road Saddle River, NJ 07458	Executive Vice President
Andrew C. Wood	42 Horizon Drive Mendham, NJ 07945	Chief Financial Officer/ Executive Vice President
James K. Valenti	101 East Broadway Hackensack, NJ 07610	Chief Legal Officer/ Secretary
Richard DeNicola	19 Kohring Circle Harrington Park, NJ 07640	Vice President
Peter C. Smith	65 Rock Road Long Valley, NJ 07853	Vice President
Jason Newman	573 Franklin Avenue Wyckoff, NJ 07481	Vice President
Christopher S. Anthony	61 Cameron Road Bergenfield, NJ 07621	Controller/ Assistant Secretary
Daniel Fowler	77 Ashwood Avenue Summit, NJ 07901	Assistant Secretary
Scott Hatfield	18005 34th Avenue North Plymouth, MN 55447	Assistant Treasurer
Thomas A. Lydon	916 Cedarleaf Court Mahtomedi, MN 55115	Treasurer/ Assistant Secretary

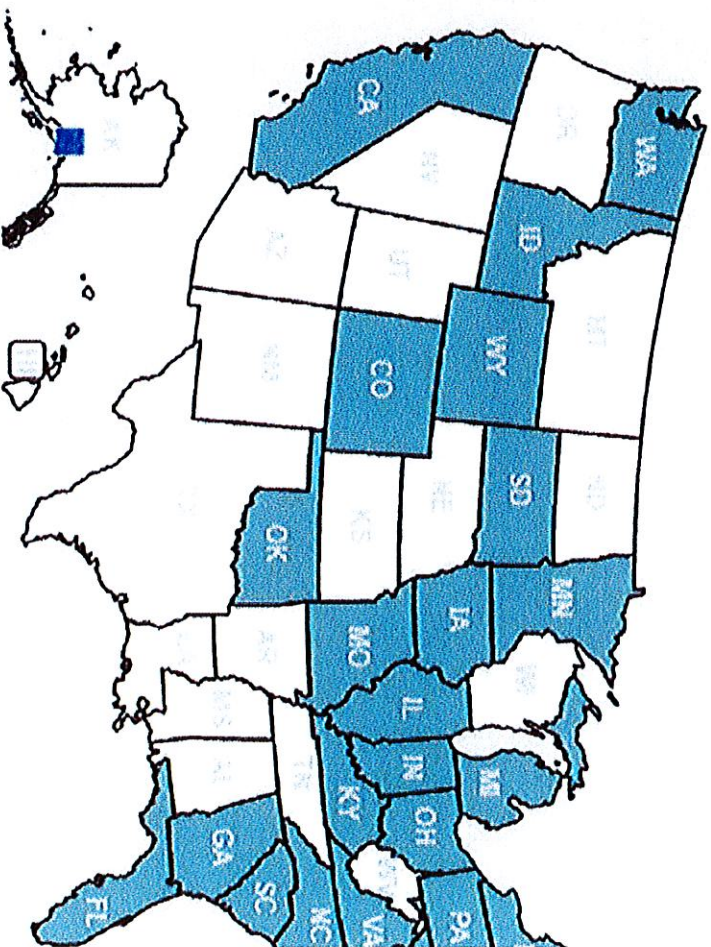
Incorporated Under the Laws of the State of New Jersey June 16, 1954

Jurisdictions where JFC is authorized to do business

1. California
2. Colorado
3. Connecticut
4. Delaware
5. Florida
6. Georgia
7. Idaho
8. Illinois
9. Indiana
10. Iowa
11. Kentucky
12. Maine
13. Maryland
14. Massachusetts
15. Michigan
16. Minnesota
17. Missouri
18. New Hampshire
19. New Jersey
20. New York
21. North Carolina
22. Ohio
23. Oklahoma
24. Pennsylvania
25. South Carolina
26. South Dakota
27. Vermont
28. Virginia
29. Washington
30. Washington, D.C.
31. Wyoming

CREAMER

J. FLETCHER CREAMER & SON, INC.



**SECTION 00481
CERTIFICATE OF CORPORATE VOTE
(CORPORATION ONLY)**


At a duly authorized meeting of the Board of Directors of J. Fletcher
Creamer & Son, Inc.

held on January 5th, 2021, it was VOTED that, Peter C. Smith,
(Name)

Vice President of this company, be and hereby is authorized to execute
(Officer)

bidding, documents, contracts, and bonds in the name and on behalf of said company, and
affix its corporate seal hereto; and such execution of any contract or obligation in this
company's name on its behalf by such officer under seal of the company, shall be valid and
binding upon this company.

I hereby certify that I am the ^{Assistant Secretary} ~~clerk~~ of the above named corporation and that
Peter C. Smith is the duly elected officer as above of said company, and that the
above vote has not been amended or rescinded and remains in full force and effect as the
date of this contract.


~~Clerk~~ Christopher S. Anthony
Assistant Secretary

July 9, 2021

Date

Affix Corporate Seal

END OF SECTION 00481

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Colchester, CT
Rapallo Viaduct FM Repair
486-2001

CERTIFICATE OF CORPORATE VOTE
00481-2

SECTION 00482
CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to the Connecticut General Statutes, I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

21-0665029

Social Security Number or
Federal Identification Number


J. Fletcher Creamer & Son, Inc.

Signature of Individual or Corporate Name

By: 
Corporate Officer (if applicable)

Peter C. Smith
Vice President

Subscribed and sworn to before me this 9th day of July, 2021.

 **MELISSA A. JONES**
Notary Public Notary Public, State of New Jersey
ID# 50096041
My commission expires: Commission Expires Jan. 3, 2024

* Submission of a Social Security Number or a Federal Identification Number is voluntary.

END OF SECTION 00482

Colchester, CT
Rapallo Viaduct FM Repair
486-2001

CERTIFICATE AS TO PAYMENT OF STATE TAXES
00482-1

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Colchester, CT
Rapallo Viaduct FM Repair
486-2001

CERTIFICATE AS TO PAYMENT OF STATE TAXES
00482-2

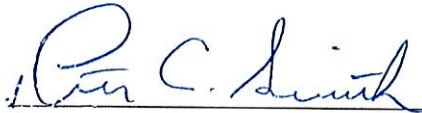
SECTION 00483

OSHA 10-HOUR TRAINING

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

J. Fletcher Creamer & Son, Inc. certifies that:

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.



(Signature of authorized representative of Contractor)

Peter C. Smith
Vice President

END OF SECTION 00483

Colchester, CT
Rapallo Viaduct FM Repair
486-2001

OSHA 10-HR TRAINING
00483-1

This page is intentionally blank for double-sided printing

**SECTION 00500
AGREEMENT**

INDEX

- ARTICLE 1 WORK
- ARTICLE 2 ENGINEER
- ARTICLE 3 CONTRACT TIMES
- ARTICLE 4 CONTRACT PRICE
- ARTICLE 5 PAYMENT PROCEDURES
- ARTICLE 6 CONTRACTOR'S REPRESENTATIONS
- ARTICLE 7 CONTRACT DOCUMENTS
- ARTICLE 8 MISCELLANEOUS

**SECTION 00500
AGREEMENT**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between the Town of Colchester, Connecticut, acting by and through its First Selectman, duly authorized therefore, who acts herein solely for said Town and without personal liability to itself, (hereinafter called OWNER) and _____(hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010, SUMMARY OF WORK, and as shown on the plans.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications and plans; said plans are signed and accompany this contract and these specifications, and are intended to complement each other. Any work appearing in or upon the one and not mentioned in the other shall be executed according to the true intent and meaning of said specifications and plans, the same as though the work was contained and described in all and as reasonably implied by the plans.

The Work under this Contract includes, but is not necessarily limited to, furnishing all labor, services, equipment, materials, devices, facilities, and appurtenances for the installation of erosion control measures, test pits for bolt removal approximately 120 feet from the western valve, excavation of pits to access the Colchester Force Main at the valves located on either side of the Rapallo Viaduct, cleaning and inspecting the existing 16-inch cement lined ductile Iron pipe, furnishing and installing the following: flexible fabric reinforced pipe (FFRP) by Primus Line or equal with all components necessary to make a secure connection as depicted on the Drawings and according to the manufacturer's requirements, and disassembly and disinfection of existing bypass piping, coordination with Colchester DPW and East Hampton Joint Facilities, and all work as shown on the Drawings and as specified herein.

ARTICLE 2. ENGINEER

The Project has been designed by Environmental Partners Group, Inc., 213 Court Street, 6th Floor, Middletown, Connecticut 06457, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Colchester, CT
Rapallo Viaduct FM Repair
486-2001

**AGREEMENT
00500-2**

ARTICLE 3. CONTRACT TIMES

- 3.1 Contract duration for this project shall be **90 calendar days** commencing on the date of Notice to Proceed.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions (Section 00700). They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER fifteen hundred dollars (\$1,500) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE

The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as follows:

Section 00301 BID FORM dated _____. The total of the Bid Proposal accepted by the Town is:

_____ dollars (\$_____).

This amount includes all work described in Bid Items: ____ - ____

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 For unit price bid items the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal constitutes the extended total for payment. The extended total is the unit price times the quantity indicated. Equitable adjustment of the unit price bid in the proposal will only be considered if the actual quantity is greater than 25% above or below the estimated quantity. For Lump Sum items suitably installed and completed, the lump sum amount listed in the accepted bid proposal constitutes the total for payment.
- 5.2 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, and in accordance with the applicable Connecticut General Statutes during construction. All such payments will be measured by the schedule of values established in

paragraph 2.05 of the General Conditions (Section 00700) (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.3 Progress payments will be made in an amount equal to ninety-five percent (95%) of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01.C.5 of the General Conditions (Section 00700).
- 5.4 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions (Section 00700), OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including any Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions (Section 00700) as provided in paragraph 5.03. CONTRACTOR accepts the determination set forth in Section 00700, paragraph 5.03 of the General Conditions (Section 00700) of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 5.03 of the General Conditions (Section 00700). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground utilities and facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of

construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Invitation to Bid.
- 7.2 Instructions to Bidders.
- 7.3 CONTRACTOR's Bid Proposal.
- 7.4 This Agreement.
- 7.5 Indemnity Agreement
- 7.6 Exhibits to this Agreement.
- 7.7 Performance, Payment, and other Bonds.
- 7.8 General Conditions EJCDC C-700, 2013 edition.
- 7.9 Supplemental Conditions.
- 7.10 Specifications and Appendices as listed in table of contents thereof.
- 7.11 Drawings dated with each sheet bearing the following general title:

**Rapallo Viaduct
Force Main Repair
RFP 2021-003
Town of Colchester, CT**

- 7.12 Addenda numbers ____to ____, inclusive.
- 7.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions (Section 00700).

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions (Section 00700) will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5 No officer or employee of the OWNER shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which she/he is directly or indirectly interested. No officer or employee of the OWNER shall have any interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR understands that any key personnel individually named to provide services under the Contract may become municipal employees subject to the provisions of Connecticut General Statutes.

- 8.6 Appropriations for expenditures by the OWNER to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the OWNER is the twelve (12) month period ending June 30 of each year. The obligations of the OWNER under the Contract for the present or any subsequent fiscal year following the fiscal year in which the Contract is executed are subject to the appropriation to the OWNER of funds sufficient to discharge the OWNER's obligations, which accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services, which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The CONTRACTOR's yearly costs, as set out herein, may not exceed the amount appropriated for said year.
- 8.7 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.
- 8.8 The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) AND (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Connecticut General Statutes.

IN WITNESS HEREOF, the parties of this AGREEMENT have hereunto set their hands and seals as of the day and year first above written.

FOR THE TOWN OF COLCHESTER, CT

BY: _____
Mary Bylone, First Selectman

CONTRACTOR

BY: _____

TITLE: _____
Print or type name and title

TAX ID#: _____
(Social Security # or FEID #)

In accordance the C.G.S., this is to certify that an appropriation in the amount of this contract is available therefor and that the Board of Commissioners of the Department of Public Works has been authorized to execute the contract and approve all requisitions and change orders.

BY _____
Collector/Treasurer

END OF SECTION 00500

SECTION 00520
INDEMNITY AGREEMENT

In consideration for award of the **2021-03 Rapallo Viaduct Force Main Repair**, by the Town of Colchester, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

**J. Fletcher
Creamer & Son, Inc.** hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, Town of Colchester, and its various departments and employees harmless from any and all liability, loss or damage that INDEMNITOR may suffer of claims, demands, costs, including attorney's fees, or judgement or other actions against it by reason of any and all work done by on behalf of the INDEMNITOR in connection with the above-referenced Contract.

Principal:

J. Fletcher Creamer & Son, Inc.

By: 

Peter C. Smith
(Title) **Vice President**
(SEAL)

101 E. Broadway
Address
Hackensack, NJ 07601

END OF SECTION 00520

Colchester, CT
Rapallo Viaduct FM Repair
486-2001

INDEMNITY AGREEMENT
00520-1

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Colchester, CT
Rapallo Viaduct FM Repair
486-2001

INDEMNITY AGREEMENT
00520-2

TOWN OF COLCHESTER
RAPALLO VIADUCT FORCE MAIN REPAIR

ADDENDUM NO. 3

July 12, 2021

This addendum modifies the original bid document dated June 10, 2021, Addendum No. 1, and Addendum No. 2. Please acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject the bidder to disqualification.

QUESTIONS, ANSWERS, AND CLARIFICATIONS

The following questions were received and are answered below for clarification:

Question 1

You list Primus liner or equal - Primus is a German product and they require payment in advance. Is there any accommodation for this, possibly in the form of payment for stored materials?

Answer 1

Payment for stored materials can be accommodated upon inspection, transfer of Title to the Town of Colchester, and insurance covering the stored materials naming the Town of Colchester as the insured party. Payment will be for direct costs only.

Question 2

The trail access is shown at approximately 1.25 miles - will we be able to bring tri-axes with trailers and other heavy equipment all the way to the site? If not, what is the maximum weight or size equipment allowed?

Answer 2

We do not recommend driving tri-axes and trailers to go on this part of the trail, because there are no turn around areas capable of accommodating vehicles of that size. Typical Municipal (6 yard) dump trucks and Backhoes (CAT 310 and 710) have been used at the project site recently without incident. Off-loading of equipment trailers may occur at the Smith Street Entrance.

Question 3

Coordination and wastewater hauling is listed with Colchester DPW and East Hampton Joint Facilities. Is the contractor to include any wastewater hauling in the base bid, or just the alternate rate?

Answer 3

Coordination efforts are part of the base bid and a required portion of this work, however, the fee to haul wastewater is separate as a bid alternate, as shown on bid form.

Question 4

Can final testing be 15 psi with air?

Answer 4

Pressure testing of the repaired sewer force main shall comply with requirements outlined in Section 02570 Section 3.7. Per paragraph D, all components shall be tested at 150 psi, and per paragraph F, the repaired segment of force main shall be filled with water to 150 psi and pressure shall be maintained for a minimum of 2 hours and shall have zero leaks. A 15 psi air test will be unacceptable.

Question 5

The specifications call out that thrust blocks be properly cured before the pressure testing can be performed on the pipe repair. Is this truly a requirement for this project?

Answer 5

If the Contractor deems a thrust block is necessary, it must be fully cured prior to testing, or it must be a precast unit.

The testing of the FFRP should occur after the liner has been installed, complete with reducer and FFRP connector. Testing shall comply with Section 02570 as referenced above. Testing of the FFRP repair will be completed prior to final connection with the existing unrepaired force main. The Contractor must check that the backfill, connectors, reducers, and supports around the FFRP are properly cured and set prior to backfill.

Question 6

Is there a hydrant or water source close to the project area?

Answer 6

No, any water needed must be procured and transported to the site via the Smith Street access point.

Question 7

The contractor has to remove the fasteners that were installed for previous repair work prior to performing this repair. Please clarify the type of these fasteners and the method(s) of the previous repair(s).

Answer 7

The previous repairs used threaded bolts from for Class 52 solid sleeve repair clamp and mega-lugs.

CONTRACT PLANS & SPECIFICATIONS

Make the following changes, revision, additions, and/or deletions to the Contract Documents:

No further revisions from Addendum No. 3.

END OF ADDENDUM NO. 3

TOWN OF COLCHESTER
RAPALLO VIADUCT FORCE MAIN REPAIR

ADDENDUM NO. 2

July 8, 2021

*This addendum modifies the original bid document dated June 10, 2021 and Addendum No. 1, and resets the **Bid Opening date to July 16, 2021**. Please acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject the bidder to disqualification.*

QUESTIONS, ANSWERS, AND CLARIFICATIONS

The following questions were received and are answered below for clarification:

Question 1

Section 01040, 3.2.A. states that we are required to provide free and clear access to the trail when construction is not taking place during open trail hours - is blocking the trail during open hours allowed when construction is taking place?

Answer 1

Section 01040, 3.2.A refers to time when construction work is not taking place. For further clarification, please see Addendum 1, Answer 13.

Question 2

Are there any bends or elevation changes in the host pipe?

Answer 2

There are no bends in the force main segment to be repaired. The elevation change is shown on Drawing C-3, based on the record drawings. Per the note beneath the western gate valve, the actual elevation of the 16" gate valve (west) is approximately 30-inches below where it is shown on the record drawing.

Question 3

Will the contractor be able to access the path with their trucks and equipment?

Answer 3

Yes. Access to the site will be via the Smith Street access point to the Airline Trail. For further clarification, please see Addendum 1, Answer 14.

Question 4

Is it the Owner's intent to install a 18" Primus liner in an existing 16" force main?

Answer 4

Yes. The host pipe is nominal 16-inch cement lined ductile iron, installed in the early 1980s. Once all tuberculation is removed from the host pipe, it should have an internal diameter of 16.4 inches. There are no bends in the segment of this repair. Primus Line requires 0.08-inches of clearance around the outer diameter of the liner. As per the Primus Line pipe connection detail on the design drawing sheet CD-2 the OD of the 18" Primus Liner is 16.06 inches.

$$16.06\text{-inches} + 0.08\text{-inches} + 0.08\text{-inches} = 16.22\text{-inches}$$

$$16.22\text{-inches} < 16.4\text{-inches}$$

For further clarification, please see Addendum 1 Answer 7.

Question 5

Are there concerns that wrinkles may or will occur in the 18" Primus line, especially due to it being installed in a 16" host pipe?

Answer 5

When inserted, the FFRP is in a folded position. When the liner expands, it should be able to obtain its full circular cross section, and it will completely fill the host pipe. For further explanation, see Answer 4 above.

CONTRACT PLANS & SPECIFICATIONS

Make the following changes, revision, additions, and/or deletions to the Contract Documents:

Section 00020

In item 1, REMOVE "July 09, 2021" and REPLACE with "July 16, 2021."

END OF ADDENDUM NO. 2

Town of Colchester Interoffice Memorandum

To: Mary Bylone, First Selectman
From: James Paggioli, Director of Public Works
CC:
Date: August 3, 2021
Re: Award and Authorization RFP 2021-02 Demolition Services 129 Westchester Road & 108 Mill Street.

As approved at previous Board of Selectmen meetings, the Town of Colchester voted to acquire two properties with existing homes in disrepair, which would require that the buildings be demolished. RFP 2021-02 was prepared to solicit for these services on each property. Each properties scope of work differed slightly and each is bid as an individual item. Bids were received and opened on July 23, 2021. There were 13 bids,(See attached breakdown spread sheet) Bid number 11 by Wiese Construction was determined to be the lowest responsible bidder for both items. Contact was made with the supplied references, who each said positive results. (See attached of Submitted RFP response.) There were no "Local Vendors" to submit bids in accordance with the purchasing policy of the Town.

As such I would recommend that the Board of Selectman act to the award of RFP 2021-02 Demolition Services 129 Westchester Road and 108 Mill Street to Wiese Construction, Inc. of Norwich, CT for a total bid amount of \$65,205.00 and authorize the First Selectman to sign all necessary documents. Additionally that the Board of Selectman, Authorize the expense for this project to by funded from the existing Building and Grounds Reserve Fund (present unassigned balance of approximately \$146,000) with proper referral to the Board of Finance in accordance with the policy for use of this fund adopted by both the Board of Selectmen and Board of Finance.

Proposed Motion: That the Board of Selectman hereby awards RFP 2021-02 Demolition Services -129 Westchester Road and 108 Mill Street to Wiese Construction, Inc. of Norwich, CT for a total bid amount of \$65,205.00 and authorize the First Selectman to sign all necessary documents. Additionally that the Board of Selectman, Authorize the expense from this project to by funded from the existing Building and Grounds Reserve Fund (present unassigned balance of approximately \$146,000) with proper referral to the Board of Finance in accordance with the policy for use of this fund adopted by both the Board of Selectmen and Board of Finance.

Demolition Services

BID Result Breakdown
129 Westchester Road and 108 Mill Street
RFP 2021-02
Bid Opening July 23,2021

	Contractor	Location #1 129 Westchester Road	Location #2 108 Mill Street	Total
1	Kapura General Contractors, Inc - Plainville, CT	\$46,500.00	\$48,500.00	\$95,000.00
2	Pelletier Builders, LLC - Coventry, CT	\$57,519.00	\$56,586.00	\$114,105.00
3	Zlotnick Construction, Inc - Mansfield, CT	\$68,465.00	\$90,405.00	\$158,870.00
4	iManafort Brothers Inc - Plainville, CT	\$66,900.00	\$67,600.00	\$134,500.00
5	Environmental Services, Inc.- South Windsor	\$36,500.00	\$36,000.00	\$72,500.00
6	New England Yankee Construction, LLC-West Haven	\$73,417.00	\$51,283.00	\$124,700.00
7	J and J Brothers LLC - Meriden, CT	\$39,979.00	\$37,604.00	\$77,583.00
8	Stamford Wrecking Company - Trumbull, CT	\$62,000.00	\$51,500.00	\$113,500.00
9	Associated Building Wreckers, Inc - Springfield, MA	\$66,000.00	\$57,800.00	\$123,800.00
10	Enviroconsultants & Recyclers - Danbury, CT	\$125,000.00	\$130,000.00	\$255,000.00
11	Wiese Construction, Inc. - Norwich, CT	\$26,355.00	\$38,850.00	\$65,205.00
12	Easland Enterprises - Glastonbury, CT	\$65,310.00	\$55,540.00	\$120,850.00
13	Ludlow Associates, LLC - Plymouth, CT	\$33,676.00	\$39,676.00	\$73,352.00

Apparent Lowest Responsible Bidder - #11

RFP #2021-02
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: Wiese Construction, Inc.
282 Franklin Street
Norwich, CT 06360

TELEPHONE #: 860 - 889-4973

FAX #: 860 - 889-5035

EMAIL: mel@wiese-construction.com

REPRESENTED BY: Mel A. Wiese - President
(Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

BASE BID

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	Lump Sum price for Remediation and Demolition At 129 Westchester Road	<u>\$ 26,355⁰⁰</u>
2	Lump Sum price for Remediation and Demolition At 108 Mill Street	<u>\$ 38,850⁰⁰</u>

Total of estimate Amount Written in words (Items 1 & 2)

Six five thousand two hundred five⁰⁰ / 100 — \$ 65,205⁰⁰

Wiese Construction, Inc. Mel A. Wiese - President
Bidders Name (print) Authorized Signature
Bidders Address: 282 Franklin Street, Norwich, CT 06360
(860) 889-4973 (860) 889-5035
Bidders Phone Bidders FAX

Wiese Construction, Inc.
282 Franklin Street
Norwich, CT 06360-4556
AA / EOE
Mel@wiese-construction.com

Tel: (860) 889-4973

Fax: (860) 889-5035

**RFP# 2021-02 Demolition Services at 129 Westchester Road & 108 Mill Street
Town of Colchester**

Bid Date: 07/23/2021 Bid Time: 2:00 PM

Project References

Owner: Thames Shipyard & Repair Company
Title & Location: Thames Shipyard Building Demolition, 2 Ferry Street, New London, CT
Contract Amount: \$ 133,337
Architect / Engineer / GC: Pat Munger Construction Co., 750 East Main St., Branford, CT
Contact: James DeMaio at Pat Munger Construction. Phone: (203) 486-3645
Completion Date: Feb 2020

Owner: City of Norwich, CT
Title & Location: Bid 7630 - 504 East Main Street Demolition, Norwich, CT
Contract Amount: \$ 118,470
Architect / Engineer / GC: CLA Engineers, Inc., 317 Main Street, Norwich, CT
Contact: Bob Deluca, PE at CLA Engineers. Phone: (860) 886-1966
Completion Date: Feb 2020

Owner: Norwich Public Utilities
Title & Location: Bid 7634 - Electrical Wire Support Tower Demolition
Contract Amount: \$ 17,900
Architect / Engineer / GC: CLA Engineers, Inc., 317 Main Street, Norwich, CT
Contact: Bob Deluca, PE at CLA Engineers. Phone: (860) 886-1966
Completion Date: Jan 2020

Project Name: Central Wharf Platform Demolition at New London State Pier
Project Owner: The Connecticut Port Authority
Project Amount: \$ 119,400
Architect / Engineer / GC: AECOM, 500 Enterprise Drive, Rocky Hill, CT
Contact: Michael Garbolski, PE at AECOM Phone: (860) 529-8882
Completion Date: January 2019

Project Name: Killingly Mill Abatement & Demolition
Project Owner: Town of Killingly, CT
Project Amount: \$ 1,114,234
Architect / Engineer / GC: Enfield Builders, 1654 King Street, Enfield, CT
Contact: Steve Westerberg, Project Manager at Enfield Builders Phone: (860) 627-6870
Completion Date: September 2018

Project Name: New Britain Police Station Demolition / Site Work (Dismantling of 68000 square foot 3 story steel and concrete building, included subsequent site work to repair property for future New Britain Commons Retail Center.
Project Owner: City of New Britain, CT
Project Amount: \$ 2,248,000
Architect / Engineer / GC: Comprehensive Environmental Inc., Hartford, CT
Contact: Margaret Malinwski (New Britain Dept. of Community Development) Phone: (860) 826-3330
Completion Date: August 2016

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov.

Mailing address:

WIESE CONSTRUCTION INC
282 FRANKLIN ST
NORWICH, CT 06360-4556

Email on file to be used for receiving all notices from this office:

john@wiese-construction.com

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION 818040

Be it known that

WIESE CONSTRUCTION INC

282 FRANKLIN ST
NORWICH, CT 06360-4556

has satisfied the qualifications required by law and is hereby registered as a

MAJOR CONTRACTOR

Registration #: MCO.0903771

Effective Date: 07/01/2021

Expiration Date: 06/30/2022

verify online at www.elicense.ct.gov



Michelle Seagull, Commissioner



State of Connecticut
Department of Administrative Services
Office of State Fire Marshal

This Certificate is issued in Accordance with Connecticut General Statute's section 29-402 inclusive,
by the Commissioner of the Connecticut Department of Administrative Services, which is non-transferable to:

WIESE CONSTRUCTION & ENVIRONMENTAL SVC.

Licensed as a

DEMOLITION CONTRACTOR

Located at

282 Franklin St Norwich, CT 06360

License No: DMCR.001389

License Class: Class A

Designated Technical Expert:

Mel A. Wiese

Issuance Date: 04/01/2021

Expiration Date: 03/31/2022

Class A License is required for the demolition of any structure or portion thereof greater than two and one-half stories or 35 feet in height.

Class B License is required for the demolition of any structure or portion thereof equal to or less than two and one-half stories or 35 feet in height.

Josh Geballe

Josh Geballe
Commissioner

1000190 SP 0864 001 P00197 1



WIESE CONSTRUCTION INC.
282 FRANKLIN ST
NORWICH CT 06360-4556



Dear WIESE CONSTRUCTION INC.,

Attached you will find your validated license for the coming year. Should you have any questions about your license renewal, please do not hesitate to write or call:

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/license

Sincerely,

DEIDRE S. GIFFORD, MD, MPH, ACTING COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

EMPLOYER'S COPY		
STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH		
NAME WIESE CONSTRUCTION INC.		
VALIDATION NO 03-878483	LICENSE NO 000237	CURRENT THROUGH 03/31/22
PROFESSION ASBESTOS CONTRACTOR		
 SIGNATURE	 ACTING COMMISSIONER	

INSTRUCTIONS:

1. Detach and sign each of the cards on this form.
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH	
PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT	
THE INDIVIDUAL NAMED BELOW IS LICENSED BY THIS DEPARTMENT AS A ASBESTOS CONTRACTOR	
WIESE CONSTRUCTION INC.	LICENSE NO 000237
	CURRENT THROUGH 03/31/22
	VALIDATION NO 03-878483
 SIGNATURE	 ACTING COMMISSIONER

WALLET CARD		
STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH		
NAME WIESE CONSTRUCTION INC.		
VALIDATION NO 03-878483	LICENSE NO 000237	CURRENT THROUGH 03/31/22
PROFESSION ASBESTOS CONTRACTOR		
 SIGNATURE	 ACTING COMMISSIONER	

**TOWN OF COLCHESTER
RAPALLO VIADUCT FORCE MAIN REPAIR**

ADDENDUM NO. 1

June 28, 2021

This addendum modifies the original bid document dated June 10, 2021. Please acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject the bidder to disqualification.

QUESTIONS, ANSWERS, AND CLARIFICATIONS

The following questions were received and are answered below for clarification:

Question 1

What is the current operating pressure of the existing system, including the bypass section?

Answer 1

The bypass pipe is rated at 80 psi. The pressure inside the force main system is approximately 30 psi to 40 psi.

Question 2

What is the diameter and thickness of the existing bypass piping?

Answer 2

The bypass piping is 18" HDPE DR26 with IPS dimensions as follows:

- Nominal OD: 18-inches
- Minimum Wall Thickness: 0.692-inches
- Minimum OD: 17.914-inches
- Average ID: 16.533-inches

Question 3

Is there a constant flow through the existing system, including the bypass section?

Answer 3

The existing system (including the bypass section) is always pressurized but not constantly flowing. The Prospect Hill Pump Station in Colchester controls the flow, and there is a check valve, which prevents backflow at the pump station.

**Department of Public Works
Town of Colchester
Colchester, CT**

CONTRACT AMENDMENT NO. 1

**AGREEMENT
FOR
ENGINEERING AND SUPPLEMENTAL SERVICES
IN CONNECTION WITH**

**Construction Administration for
The Rapallo Viaduct Force Main Repair**

July 2021

**ENVIRONMENTAL
 PARTNERS**

THIS AMENDMENT no 1, is entered upon this ____ day of _____ in the year Two Thousand and Twenty One, and amends the Agreement dated November 11, 2020 by and between the Town of Colchester, acting through its Director of Public Works, (hereinafter called the OWNER), and ENVIRONMENTAL PARTNERS GROUP, INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal place of business at 1900 Crown Colony Drive, Quincy, Massachusetts (hereinafter called ENGINEER).

WITNESSETH, that in consideration of the mutual agreements herein contained, the parties hereto agree to amend the above referenced contract.

Make the following changes to the Scope of Services.

Environmental Partners (EP) is pleased to submit this Amendment no. 1 to provide bidding assistance and construction administrative services in connection with the repair of the force main at the Rapallo Viaduct. If acceptable to the Town, EP is prepared to complete the work outlined in the Scope of Services presented herein.

As discussed with the Town, EP will provide bidding assistance and construction administration services for the forcemain repairs which consist of the installation of a flexible fabric liner with an approximate length of 1,600 feet and associated pits and fittings. The schedule of construction is anticipated to be approximately one month.

Our understanding is that the Town does not intend to provide full-time inspection of the work. Therefore, included in EP's construction administration services will be only periodic visits to the site during construction to observe the progress and condition of the work.

We have prepared the following Scope of Services, Schedule, and Fee based on our understanding of the project.

Scope of Services

Task 1 - Bidding Assistance

EP will assist the Department of Public Works with the public bidding process for the forcemain repair project. This task will include:

- A. Draft and submit to the Town for review, approval, and publication, one (1) public bid advertisement. The Town will pay for publication costs.
- B. Prepare electronic bid documents for the Town's use in advertising on their website.
- C. Coordination of the bidding process including preparation of addenda and responding to questions from prospective bidders.

- D. Review and evaluation of public bids to identify the lowest responsible and eligible bidder. EP will prepare an excel spreadsheet with comparative bid information for the Town's use.
- E. Assistance with the preparation of the contract for execution with the contractor and the Town for the necessary performance and payment bonds, certificates of insurance and agreement forms.
- F. Assist with approval and award of construction contracts .

Task 2 - Construction Administration Services

EP will assist the Town with the administration of the construction contract. This task will include:

- A. Review and take appropriate action in respect to Shop Drawings and samples, results of tests and inspections, and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- B. Issue all instructions of the Town to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as the Town's consultant, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Town and Contractor(s) relating to the acceptability of the work or in the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but EP shall not be liable for the result of any such interpretations or decisions rendered in good faith.
- C. Based on EP's on site observations as an experienced and qualified design professional on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing to the Town payments to Contractor(s) in such amounts; such recommendations for payment will constitute a representation to the Town, based on such observations and review, that the work has progressed to the point indicated, that, to the best of EP's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment EP will not thereby be deemed to have represented that

continuous or exhaustive examinations have been made by EP to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that EP has made an examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to the Town free and clear of any lien, claims, security interest or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- D. Conduct a review to determine if the Project is substantially complete and to determine if, to the best of EP's knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design and if Contractor has fulfilled all of his obligations thereunder so that EP may recommend, in writing, final payment to Contractor(s) and may give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in paragraph C above.
- E. EP shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except EP's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.
- F. EP is prepared to obtain certified payrolls from the Contractor(s) or subcontractor, which shall be forwarded directly to the Town for their records.
- G. EP shall prepare record drawings and prepare one (1) electronic copy to the Town containing those changes made during the construction process which are reflected on the marked up prints and drawings furnished by the Contractor to EP.

Task 3 - Site Visits

- A. Make up to eight (8) site visits to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. (EP's construction administrative staff shall not be required to make exhaustive or continuous on-site observation to check the quality or quantity of such work). EP's construction administrative staff shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). EP's efforts will be directed toward providing a greater degree of confidence for the Town that the completed work of Contractor(s) will conform to the Contract Documents, but EP shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, EP shall endeavor to keep the Town informed of the progress of the work, shall endeavor to guard the Town against defects and deficiencies in such work and may recommend the Town disapprove or reject work failing to conform to the Contract Documents.

Schedule

Pricing for Construction Administration is based on the assumption that work will be completed within 30 days. If the schedule of construction exceeds the anticipated time, some additional fee may be required.

Fee and Payment

EP proposes to perform the indicated Scope of Services for Tasks 1 and 2 as described for a **lump sum fee** of \$23,000 (twenty three thousand dollars).

For visits to the site in connection with Task 3, EP proposes to invoice the Town on a **time and materials basis**, in accordance with the following hourly rate structure. The amount shown is a Not to Exceed fee without prior written authorization.

Staff Level	Hourly Rate
Principal or Regional Manager	\$230
Project Manager	\$215
Project Engineer	\$165
Engineer	\$142
Technician	\$90

The table below presents a breakdown of the fee by task:

Task Description	Type	Fee
Task 1 - Bidding Assistance	Lump Sum	\$5,000
Task 2 - Construction Administration Services	Lump Sum	\$22,600
Total		\$27,600
Task 3 - Site Visits	Hourly Rates	Not to exceed \$10,000
Total Not to Exceed		\$37,600


IN WITNESS WHEREOF, the parties hereto have made and executed this Contract Amendment as of the day and year herein below written.

Town of Colchester
Colchester, Connecticut

Mary Bylone,
Colchester First Selectman

Date

ENVIRONMENTAL PARTNERS GROUP, INC.



Ryan J. Trahan, P.E.
Chief Operating Officer

July 14, 2021

Date