REQUEST FOR PROPOSALS FOR
POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL

Proposal Number: 2025-03

Proposal Due: March 14, 2025 at 4 PM EST

Proposal Opening: March 17, 2025 at 7 PM EST

Proposal Opening Place: Killingworth Town Hall

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The Town of Killingworth will receive sealed bids for services associated with the supply, installation, and start-up of a Point-of-Entry Treatment (POET) System including the supply and installation of the associated water conveyance piping within the Killingworth Elementary School located at 340 Route 81 (Higganum Road) in Killingworth, CT until 4 PM EST on **March 14, 2025**. Proposals will be opened, at least 30 days after publication in the Hartford Courant. Proposals will be opened in public and read aloud at the **March 17, 2025**, Board of Selectmen's meeting at 7:00 p.m.

A mandatory site visit/pre-bid will be held at Killingworth Elementary School on **February 27, 2025, at 4 PM.** Please consult the Town website for confirmation of time and date.

One (1) original and three (3) copies of sealed proposals must be received in the Killingworth Town Hall, Selectmen's Office, 323 Route 81, Killingworth, CT 06419 by the date and time noted above. The Town of Killingworth (the "Town") will not accept submissions by e-mail or by fax. The Town will reject proposals received after the date and time noted above.

Proposal documents may found on the Town's website, www.townofkillingworth.com, under "Bids and RFPs," or may be obtained from the Selectmen's Office, Killingworth Town Hall, 323 Route 81, Killingworth CT 06419 during the hours of 8:00 AM – 4:00 PM Monday through Wednesday, 8:00 AM – 7:00 PM on Thursday, or 8:00 AM until noon on Friday for a non-refundable fee of $100. This RFP will be published in the Hartford Courant.

Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda (up to 5 business days prior to bid opening) and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date. If the contractors, subcontractor, work exceeds $1,000,000, the subcontractor must be prequalified by the Department of Administrative Services (DAS) per CGS Section 4b-91(j). This contract is expected to be below this threshold.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and

award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.
The following documents must be completed and returned in the Bid Proposal:

Proposal Form
Proposer's Legal Status Disclosure
Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
Proposer's Non-Collusion Affidavit
Proposer's Statement of References
Preliminary Progress Schedule

- ☐ Bid Form
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TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Killingworth (the "Town") is soliciting proposals for the supply, installation, and start-up of a Point-of-Entry Treatment (POET) System (Attachment G) including all associated piping within the Killingworth Elementary School located at 340 Route 81 (Higganum Road) in Killingworth, CT. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer. Legal Notice, Attachment A.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.

Proposal must include a statement as to the bidder's qualifications based upon experience of completing similar projects, financial ability to complete the project and appropriate references.

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be affected by a posting on the Town's website, www.townofkillingworth.com. Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda. If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

3. KEY DATES

- Proposal Due Date: **March 14, 2025, at 4 PM EST**, Selectmen's Office, 323 Route 81, Killingworth, CT 06419
- Mandatory Site Visit: **February 27, 2025**, at 4 AM EST at Killingworth Elementary School
- Proposal Opening: March 17, 2025, 7:00 PM EST, Selectmen's Office, Killingworth, CT
- Interviews of one or more quantified proposers (if deemed necessary) will be conducted after the opening date
- Anticipated Preliminary Notice of Award: 2 weeks after opening
- Anticipated Contract Execution: 2 weeks after Notice of Award
- Anticipated start/completion - Summer 2025 (school's summer recess schedule)

4. OBTAINING THE RFP

All documents that are a part of this RFP may are available on the Town's website www.townofkillingworth.com for a non-refundable payment of $100 or from the Selectman's Office, 323 Route 81, Killingworth, CT 06419 during the hours of 8:00 AM and 4:00 PM, Monday through Wednesday, Thursday until 7:00 PM, or Friday before noon.

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Killingworth Town Hall, Office of the First Selectman, 323 Route 81, Killingworth, CT 06419, prior to the date and time indicated above. Postmarks prior to this date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and three (3) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words **"PROPOSAL DOCUMENTS,"** and the title "**POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL, PROPOSAL NUMBER 2025 -03".** The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in B in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

All proposals are subject to meeting subcontracting Minority and Women's Business Enterprise (MBE/WBE) goal conditions and subject to the Use of American Iron and Steel (AIS) requirements.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP (Attachment E).

6. QUESTIONS AND AMENDMENTS

Questions concerning **the process and procedures applicable to this RFP**, or concerning this RFP's **specifications** (Attachment C) are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name:	Elizabeth Disbrow, Selectmen's office
E-mail:	edisbrow@townofkillingworth.com
Fax:	(860) 663-3305

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers **no later than seven (7) business days before the proposal opening date**. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least five (5) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.townofkillingworth.com. Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

In the course of completing the work, access to work areas by the Town, its consultants, Department of Public Health, the Department of Energy and Environmental Protection and/or other state of federal representatives will be permitted, including a review of project records.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP (Attachment E).

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete and submit the Proposer's Legal Status Disclosure form included in this RFP.

14. PROPOSAL (BID) SECURITY:

Each proposal must be accompanied by a certified check of the proposer or a proposal (bid) bond with a surety acceptable to the Town in an amount equal to at least **TEN PERCENT (10%)** of the proposal amount. The proposal (bid) bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an "A-" VIII policyholders rating as reported in the latest edition of Best Publication's Key Rating Guide. The successful proposer, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this RFP within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its proposal.

Upon the successful proposer's execution of the Contract in the form enclosed with this RFP, the Town shall return the proposal security to the successful proposer and to all other proposers.

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRANDS

The proposer must attach detailed information concerning deviations from any name brands specified in the RFP and explain in detail how the substitution compares with the name brand's specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-600-2022.

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP (Attachment D). The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

The successful proposer shall furnish a performance bond covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be 100% of the Contract price and shall be issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide." The cost of the Performance Security shall be included in the proposal price.

In addition to the Performance Security, the successful proposer shall furnish a bond covering the successful proposer's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond"). The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest Key Rating Guide." The cost of the Payment Bond shall be included in the proposal price.

20. DELIVERY ARRANGEMENTS

The successful proposer shall deliver the items that are the subject of the RFP, at its sole cost and expense, to the location(s) listed in the Specifications.

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening. The Town will provide bidding documents, an invitation for bids and shall furnish them upon request. The Town will maintain a complete set of bidding documents and shall make them available for inspection and copying by any party.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the low qualified bid proposal provided that the bid is responsive, responsible and is deemed to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the State of Connecticut Drinking Water State Revolving Fund. Neither the State of Connecticut nor any of its Departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. This procurement will be subject to the requirements contained in subsections (h), (j) and (o) of Section 22a-482-4 of the RCSA.

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Town will post the Preliminary Notice of Award and related information on its website, www.townofkillingworth.com under "Public Notices" The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals (Attachment E).

25. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non-Collusion Affidavit that is part of this RFP (Attachment E).

26. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful proposer (Sample Contract, Attachment E). If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers). Contractor must adhere to those State and Federal requirements in Attachment F.

A. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under

this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

B. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval. If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

C. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

D. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications. The Town will retain no more than 5-percent on progress payment until the completion of the work.

Monthly payment requisitions shall include lien waivers from the Contractor and all subcontractors and suppliers that have performed work during the requisition period. The successful bid shall submit a schedule of values prior to the execution of the contract.

In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices. The maximum mark-up of 15% on labor and material costs and 5% on cost incurred by subcontractors.

E. RIGHT TO TERMINATE

If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in

default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party

F. TOWN INSPECTION OF WORK

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

G. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

H. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

I. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

J. PREVAILING WAGES:

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town (Davis-Bacon prevailing wage laws, including reporting requirements). A successful proposer who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. Upon Contract award, the successful proposer must certify under oath to the State Labor Commissioner the pay scale to be used by the successful proposer and its subcontractors.

The State prevailing wages for the Town of Killingworth, effective January 1, 2025, as required by the Connecticut Department of Labor is included in Attachment E (table) and under the federal David-Bacon Act are applicable to this contract including all reporting requirements.

K. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Middlesex County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

L. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

M. SAFETY

The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration (OSHA) or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract. The OSHA construction standards can be found at: https://www.osha.gov/laws-regs/regulations/standardnumber/1926.

N. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract. Proposer is prohibited on certain telecommunications and video surveillance equipment or services, as outlined 2 CFR 200 216 Section 889 of Public Law 115-2323.

O. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license. The successful proposer shall apply for all building permits and arrange for all required inspections. No permit fees will be charged for this municipal project.

P. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole

discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract.

Q. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

R. ENTIRE AGREEMENT

The parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that otherwise, not printed or inserted in the Contract or its attached exhibits.

S. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

T. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

U. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

V. PROVISIONS FOR REPORTING AND RECOVERING ARCHEOLOGICAL FINDS

Should the Contractor or Engineer discover evidence of remains, such as stone masonry building foundations, bones or other items of archaeological significance, Contractor shall report these findings to (1) Owner, (2) Local Historical Society, (3) State Historic Preservation Office (860) 500-2329, and (4) Resident Project Representative, and shall exercise the utmost care to ensure that these areas remain undisturbed. Contractor shall allow recovery of such finds by the authorities, shall not remove such artifacts under penalty of law, and shall prevent constriction or private vehicles from crossing over these areas. In addition, when directed by the Engineer, cover these areas with 1-ft common fill to the limits directed by the Engineer. Be advised that graves and any associated human remains are protected by Connecticut State law (C.G.S. Section 10-388 and 10-390). Any possible human skeletal remains must be reported to the State Archaeologist (860) 486-5248 and the State's Chief Medical Examiner (860) 679-3980 immediately upon discovery. If the State Archaeologist is unavailable, please contact the State Historic Preservation Office at the number above for immediate assistance.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

Attachment A

LEGAL NOTICE

TOWN OF KILLINGWORTH, CONNECTICUT
REQUEST FOR PROPOSALS

POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL
February 12, 2025

The Town of Killingworth will receive sealed bids for the installation of a Point-of-Entry Treatment (POET) System including supply and installation of water conveyance piping and start-up of the POET system within the Killingworth Elementary School located at 340 Route 81 (Higganum Road) in Killingworth, until March 14, 2025. Proposals will be opened in public and read aloud at the March 17, 2025, Board of Selectmen's meeting at 7:00 p.m.

Request for Proposals documents will be available on February 14, 2025 and may be obtained on the Town's website, www.townofkillingworth.com, under "Bids and RFPs" or from the Selectmen's Office, Killingworth Town Hall, 323 Route 81, Killingworth CT 06419 for a non-refundable $100 per bid package.

A mandatory site visit/pre-bid will be held at Killingworth Elementary School on **February 27, 2025, at 4 PM.** Please consult the Town website for confirmation of time and date.

The Town of Killingworth reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

Minority business enterprises will be afforded full opportunity to submit bids and are encouraged to do so. The Town of Killingworth is an Affirmative Action/Equal Opportunity Employer.

Eric Couture, First Selectman

TOWN OF KILLINGWORTH, CONNECTICUT

Attachment B

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

SPECIFICATIONS FOR
POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL

Specification Documents
- **Division 000**
- **Division 001**
- **Division 022**

Attachment C

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

PROPOSAL FORM

POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL

PROPOSER'S FULL LEGAL NAME:_____ _____

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of _____/100 Dollars

($_____)
(write out in words)

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to or Modifications or Clarifications of the RFP

_____ This proposal does not take exception to or seek to modify or clarify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

_____ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

PROPOSAL (BID) SECURITY

I/we have included herein the required certified check or proposal (bid) bond in the amount of 10% of the proposal amount _____

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY: _____ TITLE:_____

(SIGNATURE)

_____

(PRINT NAME)

DATE:_____

END OF PROPOSAL FORM

Attachment D

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

INSURANCE REQUIREMENTS FOR
POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL

The Proposer must provide a Certificate of Insurance upon execution of the contract with the Town of Killingworth with the following limits:

Excess/Umbrella:	$5,000,000
Workers' Compensation:	statutory limits
Contractor - Comprehensive & General Liability:	$1,000,000 combined single limit
Contractor - Comprehensive Auto Liability:	$1,000,000 combined single limit
Employer's liability insurance:	$100,000 each accident, $500,000 disease – policy limit $100,000each employee
Owner - Protective Liability:	$1,000,000
Owner Property Damage:	$500,000

Naming the Town of Killingworth as additional insured.

END OF INSURANCE REQUIREMENTS

Attachment E

Proposer's Documentation

Attachment E-1

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

PROPOSER'S LEGAL STATUS DISCLOSURE FOR
POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

_____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

_____

IF A CORPORATION:

Proposer's Full Legal Name_____

Street Address_____

Mailing Address (if different from Street Address) _____

_____

Owner's Full Legal Name_____

Number of years engaged in business_____

Names of Current Officers

_____ _____ _____

President Secretary Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

_____

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name_____

Street Address_____

Mailing Address (if different from Street Address)_____

_____

Owner's Full Legal Name_____

Number of years engaged in business_____

Names of Current Manager(s) and Member(s)

_____ _____

Name & Title (if any) Residential Address (street only)

_____ _____

Name & Title (if any) Residential Address (street only)

_____ _____

Name & Title (if any) Residential Address (street only)

_____ _____

Name & Title (if any) Residential Address (street only)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

_____

IF A PARTNERSHIP:

Proposer’s Full Legal Name_____

Street Address_____

Mailing Address _____
(if different from Street Address)

Owner’s Full Legal Name_____

Number of years engaged in business_____

Names of Current Partners

_____ _____
Name & Title (if any) Residential Address (street only)

_____ _____
Name & Title (if any) Residential Address (street only)

_____ _____
Name & Title (if any) Residential Address (street only)

_____ _____
Name & Title (if any) Residential Address (street only)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

_____

Legal Name of Proposer _____

Signature: _____

Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative: _____

Title of Proposer's Authorized Representative : _____

Date: _____

END OF LEGAL STATUS DISCLOSURE FORM

Attachment E-2

TOWN OF KILLINGWORTH, CONNECTICUT
PROPOSAL # 2025-03

PROPOSER'S CERTIFICATION
Concerning Equal Employment Opportunities and Affirmative Action Policy for
Point-of-Entry Treatment System for Killingworth Elementary School

I/we, the proposer, certify that:

1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, http://www.cslib.org/exeorder3.htm).

2) I/we do not maintain segregated facilities.

3) I/we have filed all required employer's information reports.

4) I/we have developed and maintain written affirmative action programs.

5) I/we list job openings with federal and state employment services.

6) I/we attempt to employ and advance in employment qualified handicapped individuals.

7) I/we are in compliance with the Americans with Disabilities Act.

8) I/we (check one):

_____ have an Affirmative Action Program, or _____ employ 10 people or fewer.

Legal Name of Proposer _____

Signature: _____
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative: _____

Title of Proposer's Authorized Representative: _____

Date: _____

Attachment E-3

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

AFFIRMATIVE ACTION POLICY

Attachment E-4

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

PROPOSER'S NON COLLUSION AFFIDAVIT FOR
POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

(1) the proposal is genuine; it is not a collusive or sham proposal;

(2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;

(3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and

(4) no elected or appointed official or other officer or employee of the Town of Killingworth is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Killingworth to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer _____

Signature: _____
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative: _____

Title of Proposer's Authorized Representative : _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

_____ Notary Public My Commission Expires:

Attachment E-5

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03
Point-of-Entry Treatment System for Killingworth Elementary School

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME_____

ADDRESS_____

CITY, STATE_____

TELEPHONE:_____

INDIVIDUAL CONTACT NAME AND POSITION : _____

EMAIL ADDRESS:_____

2. BUSINESS NAME_____

ADDRESS_____

CITY, STATE_____

TELEPHONE:_____

INDIVIDUAL CONTACT NAME AND POSITION : _____

EMAIL ADDRESS:_____

3. BUSINESS NAME_____

ADDRESS_____

CITY, STATE_____

TELEPHONE:_____

INDIVIDUAL CONTACT NAME AND POSITION : _____

EMAIL ADDRESS:_____

END OF STATEMENT OF REFERENCES

Attachment E-6

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

SAMPLE CONTRACT FOR
POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL

This Contract is made as of the _____ day of _____, 20___ (the "Effective Date"), by and between the Town of Killingworth, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and ***[name and address of successful proposer]*** (the "Contracting Party").

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for **PROJECT DESCRIPTION** (the "RFP"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated _____ (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B (collectively, the "Work").

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP, including but not only all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders.

2. Term: ***[ ]***

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

4. Price and Payment:

5. Right to Terminate: If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the

amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel: Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Notice: Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) and shall be effective upon receipt at their respective addresses set forth below:

If to the Town:

Eric Couture, First Selectman
Town of Killingworth
323 Route 81
Killingworth, CT 06419
E-mail firstselectman@townofkillingworth.com

If to the Contracting Party:

[name
Address
e-mail

8. Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF KILLINGWORTH

By_____ Name: ERIC COUTURE
Its First Selectman, Duly Authorized

Date: _____

[CONTRACTING PARTY LEGAL NAME]

By_____

Its_____, Duly Authorized

Date: _____

Attachment E-7

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

Town of Killingworth Prevailing Wages

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Middlesex	Haddam	17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	$33.44	32.36 + a
Middlesex	Haddam	17h) Heavy Duty Trailer up to 40 tons	$34.39	32.36 + a
Middlesex	Haddam	17i) Snorkle Truck	$33.54	32.36 + a
Middlesex	Haddam	18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	$49.98	32.85 + a
Middlesex	Haddam	19) Theatrical Stage Journeyman	$25.76	7.34
Middlesex	Killingworth	1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
Middlesex	Killingworth	1c) Asbestos Worker/Heat and Frost Insulator	$47.06	33.30
Middlesex	Killingworth	2) Boilermaker	$46.21	29.35
Middlesex	Killingworth	3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	$41.11	34.65 + a
Middlesex	Killingworth	3b) Tile Setter	$38.81	32.20
Middlesex	Killingworth	3c) Tile and Stone Finishers	$32.00	26.69
Middlesex	Killingworth	3d) Marble & Terrazzo Finishers	$33.00	25.69
Middlesex	Killingworth	3e) Plasterer	$44.52	29.63
Middlesex	Killingworth	------LABORERS------		
Middlesex	Killingworth	4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	$34.50	27.26
Middlesex	Killingworth	4) Group 1a: Acetylene Burners (Hours worked with a torch)	$35.50	27.26
Middlesex	Killingworth	4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	$34.75	27.26
Middlesex	Killingworth	4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	$35.00	27.26

As of: July 1, 2024

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Middlesex	Killingworth	4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is $26.80.	$35.50	27.26
Middlesex	Killingworth	4d) Group 5: Air track operator, sand blaster and hydraulic drills.	$35.25	27.26
Middlesex	Killingworth	4e) Group 6: Blasters, nuclear and toxic waste removal.	$37.50	27.26
Middlesex	Killingworth	4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	$37.50	27.26
Middlesex	Killingworth	4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	$35.00	27.26
Middlesex	Killingworth	4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	$34.50	27.26
Middlesex	Killingworth	4i) Group 10: Traffic Control Signalman	$20.70	27.26
Middlesex	Killingworth	4j) Group 11: Toxic Waste Removers A or B With PPE	$37.50	27.26
Middlesex	Killingworth	5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	$39.54	28.68
Middlesex	Killingworth	5a) Millwrights	$40.56	28.87
Middlesex	Killingworth	6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	$44.60	34.71+3% of gross wage
Middlesex	Killingworth	7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	$64.01	39.19+a+b
Middlesex	Killingworth	-----LINE CONSTRUCTION----		
Middlesex	Killingworth	Groundman	$26.50	6.5% + 9.00
Middlesex	Killingworth	Linemen/Cable Splicer	$48.19	6.5% + 22.00
Middlesex	Killingworth	8) Glazier (Trade License required: FG-1,2)	$41.63	25.80+ a
Middlesex	Killingworth	9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	$45.25	41.27 + a
Middlesex	Killingworth	----OPERATORS----		

As of: July 1, 2024

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Middlesex	Killingworth	Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	$55.42	28.80 + a
Middlesex	Killingworth	Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	$50.79	28.80 + a
Middlesex	Killingworth	Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	$55.03	28.80 + a
Middlesex	Killingworth	Group 2a: Cranes (under 100 ton rated capacity).	$54.09	28.80 + a
Middlesex	Killingworth	Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer)	$50.40	28.80 + a
Middlesex	Killingworth	Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	$49.45	28.80 + a
Middlesex	Killingworth	Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	$48.97	28.80 + a
Middlesex	Killingworth	Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	$48.22	28.80 + a
Middlesex	Killingworth	Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	$48.22	28.80 + a
Middlesex	Killingworth	Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	$47.83	28.80 + a
Middlesex	Killingworth	Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	$47.40	28.80 + a
Middlesex	Killingworth	Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	$46.90	28.80 + a
Middlesex	Killingworth	Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	$46.35	28.80 + a
Middlesex	Killingworth	Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	$43.77	28.80 + a
Middlesex	Killingworth	Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	$43.77	28.80 + a

As of: July 1, 2024

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Middlesex	Killingworth	Group 12: Wellpoint Operator.	$43.69	28.80 + a
Middlesex	Killingworth	Group 13: Compressor Battery Operator.	$42.97	28.80 + a
Middlesex	Killingworth	Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	$41.52	28.80 + a
Middlesex	Killingworth	Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	$41.01	28.80 + a
Middlesex	Killingworth	Group 16: Maintenance Engineer.	$40.19	28.80 + a
Middlesex	Killingworth	Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	$45.63	28.80 + a
Middlesex	Killingworth	Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	$42.57	28.80 + a
Middlesex	Killingworth	Surveyor: Chief of Party	$45.87	28.80 + a
Middlesex	Killingworth	Surveyor: Assistant Chief of Party	$42.30	28.80 + a
Middlesex	Killingworth	Surveyor: Instrument Man	$40.70	28.80 + a
Middlesex	Killingworth	Surveyor: Rodman or Chainman	$35.03	28.80 + a
Middlesex	Killingworth	------PAINTERS (Including Drywall Finishing)------		
Middlesex	Killingworth	10a) Brush and Roller	$38.07	25.80
Middlesex	Killingworth	10b) Taping Only/Drywall Finishing	$38.82	25.80
Middlesex	Killingworth	10c) Paperhanger and Red Label	$38.57	25.80
Middlesex	Killingworth	10e) Blast and Spray	$41.07	25.80
Middlesex	Killingworth	11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	$49.58	36.15
Middlesex	Killingworth	12) Well Digger, Pile Testing Machine	$37.26	24.05 + a
Middlesex	Killingworth	13) Roofer (composition)	$42.50	21.68
Middlesex	Killingworth	14) Roofer (slate & tile)	$43.00	21.68

As of: July 1, 2024

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Middlesex	Killingworth	15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	$43.89	44.02
Middlesex	Killingworth	16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	$49.58	36.15
Middlesex	Killingworth	------TRUCK DRIVERS------		
Middlesex	Killingworth	17a) 2 Axle, Helpers	$33.16	32.36 + a
Middlesex	Killingworth	17b) 3 Axle, 2 Axle Ready Mix	$33.27	32.36 + a
Middlesex	Killingworth	17c) 3 Axle Ready Mix	$33.33	32.36 + a
Middlesex	Killingworth	17d) 4 Axle	$33.39	32.36 + a
Middlesex	Killingworth	17e) 4 Axle Ready Mix	$33.44	32.36 + a
Middlesex	Killingworth	17f) Heavy Duty Trailer (40 Tons and Over)	$35.66	32.36 + a
Middlesex	Killingworth	17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	$33.44	32.36 + a
Middlesex	Killingworth	17h) Heavy Duty Trailer up to 40 tons	$34.39	32.36 + a
Middlesex	Killingworth	17i) Snorkle Truck	$33.54	32.36 + a
Middlesex	Killingworth	18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	$49.98	32.85 + a
Middlesex	Killingworth	19) Theatrical Stage Journeyman	$25.76	7.34
Middlesex	Middlefield	1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
Middlesex	Middlefield	1c) Asbestos Worker/Heat and Frost Insulator	$47.06	33.30
Middlesex	Middlefield	2) Boilermaker	$46.21	29.35
Middlesex	Middlefield	3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	$41.11	34.65 + a

As of: July 1, 2024

Attachment E-8

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

CERT141

Department of Revenue Services
State of Connecticut
450 Columbus Blvd Ste 1
Hartford CT 06103-1837

(Rev. 03/09)

CERT-141

Contractor's Exempt Purchase Certificate

General Purpose: Contractors for the repair, alteration, improvement, remodeling, or construction of real property use this certificate to purchase materials and supplies to be installed or placed in a project being performed under contract with an exempt entity. The materials and supplies, including tangible personal property that remains tangible personal property after its installation or placement, must remain in the project after its completion. If the tangible personal property is not used in the manner described above, a contractor who claimed an exemption owes use tax on the total price of the tangible personal property.

Wherever the term contractor is used in this certificate, it includes subcontractors of the contractor performing a contract with an exempt entity.

Exempt entity means any person entitled to make purchases of tangible personal property exempt from sales and use taxes under the statutory authority listed in the instructions.

Name of exempt entity	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID Number

Address of project

Type of exempt entity (See instructions.)

❒ Connecticut state government: Enter the exemption number. _____ ❒ Connecticut municipality

❒ Charitable or religious organization: Enter the exemption number if any. _____ ❒ Federal government

❒ Other (Explain.) _____

Name of purchaser	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID Number

Name of seller	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID Number

Provide a written description of each item purchased. Attach additional sheets if necessary.

Check one box: ❒ Blanket certificate ❒ Certificate for one purchase only

Declaration by Purchaser: The item(s) described above are tangible personal property to be installed or placed in a project being performed under contract with the exempt entity identified above and will remain in the project after its completion. I declare that the purchaser named above is a contractor under contract with the exempt entity or a subcontractor of the contractor. I acknowledge that the purchaser will be liable for Connecticut use tax, plus applicable penalty and interest as of the date of purchase, on the total purchase price of the property if any of the requirements for the exemption are not present or are not met.

I declare under penalty of law that I have examined this document (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to the Department of Revenue Services (DRS) is a fine of not more than $5,000 or imprisonment for not more than five years, or both.

_____
Name of purchaser

By: _____ _____ _____
Authorized signature Title Date

Statutory and Regulatory Authority

- Conn. Agencies Regs. §12-426-18;
- Conn. Gen. Stat. §12-412(1) and (2), the United States, the State of Connecticut, or any political subdivisions or agencies of the State of Connecticut; for example state or municipal schools, universities, police, municipal fire departments, and state or municipal libraries. Only Connecticut state agencies have been issued an exemption number that can be entered on this form;
- Conn. Gen. Stat. §12-412(5), nonprofit charitable hospitals, nonprofit nursing homes, nonprofit rest homes and nonprofit residential care homes; and an acute care, for-profit hospital, in operation as of May 12, 2004;
- Conn. Gen. Stat. §12-412(8), Internal Revenue Code §501(c)(3) or (13) organizations exempt from federal income tax. Only charitable or religious organizations that applied to the Department of Revenue Services (DRS) prior to 7/1/95 were issued a Connecticut exemption permit number that can be entered on this form. Other charitable or religious organizations have not been issued a permit number and will leave that space blank;
- Conn. Gen. Stat. § 12-412(84), for purchases with regard to the Connecticut Technology Park;
- Conn. Gen. Stat. § 12-412(90), water companies;
- Conn. Gen. Stat. § 12-412(92), the Connecticut Resources Recovery Authority;
- Conn. Gen. Stat. § 12-412(93), tourism districts;
- Conn. Gen. Stat. § 12-412(95), solid waste-to-energy facilities;
- Conn. Gen. Stat. §7-273mm, municipal or regional resource recovery authorities; and
- Conn. Gen. Stat. § 16-344, the Metropolitan Transportation Authority or subsidiary in connection with the New Haven commuter railroad service.

Instructions for the Purchaser: Use this certificate for purchases of tangible personal property to be installed or placed in a project being performed under a contract with an exempt entity that will remain in the project after its completion. To qualify for the exemption from sales and use taxes, you must present this certificate to the retailer at the time of the purchase of the qualifying tangible personal property. For at least six years from the date it is issued, keep a copy of this certificate and records that substantiate the information entered on this certificate including records to support the contractor's use of this certificate and to show the disposition of all materials or supplies purchased.

If you are unable to designate the exact amount of materials or supplies to be installed or placed in a project being performed under contract with an exempt entity, you must estimate the amount of the purchases. You will be held strictly accountable for any use tax due the state on the purchases in the event of any use other than the permanent installation or placement of the purchases in the exempt project identified in this certificate.

Contractors are the consumers of all the tools, supplies, and equipment used in fulfilling a construction contract that are not installed or placed in the exempt job even if they are used up during the job.

Instructions for the Seller: Acceptance of this certificate, when properly completed, relieves the seller from the burden of proving that tangible personal property is not subject to sales and use taxes when the tangible personal property will be installed or placed in a project being performed under a contract with an exempt entity and will remain in the project after its completion. The certificate is valid only if taken in good faith from a contractor under contract with an exempt entity. The good faith of the seller will be questioned if the seller knows of, or should know of, facts that suggest the contractor does not intend to install or place the property in a project being performed under contract with an exempt entity.

Keep this certificate and bills or invoices to the purchaser for at least six years from the date of purchase. The bills, invoices, or records covering the purchase made under this certificate must be marked to indicate an exempt purchase was made. The words "Exempt under CERT-141" satisfy the requirement.

This certificate may be used for individual purchases, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases for the project identified in this certificate, in which case the box marked "Blanket Certificate" must be checked. A blanket certificate remains in effect for three years unless the purchaser revokes it in writing before the period expires.

For More Information: Call DRS at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) or 860-297-5962 (from anywhere). **TTY, TDD, and Text Telephone users** only may transmit inquiries anytime by calling 860-297-4911. Visit the DRS website at **www.ct.gov/DRS** to preview and download forms and publications.

Davis-Bacon Federal Prevailing Wage Requirements and Construction Contract Language for DWSRF Projects
Revised 10/20/2016

Wage Rate Requirements Under the FY 2016 Appropriations Act

Preamble

With respect to the Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated Appropriations Act, 2016 (P.L. 114-113) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Consolidated Appropriations Act, 2016 (P.L. 114-113) with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact **Valerie Marshall** (marshall.valerie@epa.gov or 617-918-1674) of EPA Region 1 for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at http://www.dol.gov/whd/

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Consolidated Appropriations Act, 2016, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6 (c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Consolidated Appropriations Act, 2016, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii) (A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the

contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the

provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines

may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or

subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

II. Requirements Under The Consolidated Appropriations Act, 2016 (P.L. 114-113) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2016 Consolidated Appropriations Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact **Valerie Marshall** (marshall.valerie@epa.gov or 617-918-1674), EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at http://www.dol.gov/whd/

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Under the FY2016 Consolidated Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to the DWSRF Program email at DPH.CTDWSRF@ct.gov for approval and inform your Project Engineer prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a

weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY2016 Consolidated Appropriations Act,

the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii) (A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be

withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll

information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them

available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed

pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum

of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment

of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

Attachment E-9

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

Davis-Bacon Federal Prevailing Wage Requirements and Construction Contract

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

Attachment E-10

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

CTDOL Payroll Form – 12-9-13

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

In accordance with Connecticut General Statutes, 31-53
Certified Payrolls with a statement of compliance
shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

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

CONTRACTOR NAME AND ADDRESS:

SUBCONTRACTOR NAME & ADDRESS

WORKER'S COMPENSATION INSURANCE CARRIER

POLICY #

EFFECTIVE DATE:
EXPIRATION DATE:

PAYROLL NUMBER | Week-Ending Date | PROJECT NAME & ADDRESS

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION / Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE / HOURS WORKED EACH DAY S	M	T	W	TH	F	S	Total ST Hours / Total O/T Hours	BASE HOURLY RATE / TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							

12/9/2013 *IF REQUIRED
WWS-CP1

*SEE REVERSE SIDE

PAGE NUMBER ______OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability_____

2) Pension or retirement _____ 5) Vacation, holiday_____

3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

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

a) The records submitted are true and accurate;

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

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

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

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

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_____ _____ _____

(Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT*****
*****DO NOT INCLUDE SOCIAL SECURITY NUMBERS*****

Weekly Payroll Certification For
Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Week-Ending Date:
Contractor or Subcontractor Business Name:

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
			Trade License Type & Number - OSHA 10 Certification Number	S	M	T	W	TH	F	S	Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH			FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER		
				HOURS WORKED EACH DAY																
													1. $							
												$	2. $							
												Base Rate	3. $							
													4. $							
												$	5. $							
												Cash Fringe	6. $							
													1. $							
												$	2. $							
												Base Rate	3. $							
													4. $							
												$	5. $							
												Cash Fringe	6. $							
													1. $							
												$	2. $							
												Base Rate	3. $							
													4. $							
												$	5. $							
												Cash Fringe	6. $							
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												$	2. $							
												Base Rate	3. $							
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												$	5. $							
												Cash Fringe	6. $							
													1. $							
												$	2. $							
												Base Rate	3. $							
													4. $							
												$	5. $							
												Cash Fringe	6. $							

*IF REQUIRED

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

Attachment E-11

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

CTDOL Payroll Form – BACK PAGE ONLY

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

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

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability_____

2) Pension or retirement _____ 5) Vacation, holiday_____

3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

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

a) The records submitted are true and accurate;

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

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

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

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

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_____ _____ _____

(Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT*****
*****DO NOT INCLUDE SOCIAL SECURITY NUMBERS*****

Attachment E-12

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

WH347 Payroll Form Exp. 7.31-2024

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
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			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

Attachment E-13

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

WH347 Payroll Form_BACK PAGE ONLY

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

Attachment F

State and Federal Regulations

Attachment F-1

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

DWSRF - Signage Requirements

Signage Requirements for DWSRF Funded Projects

NEW: The Environmental Protection Agency's Office of Grants and Debarment (OGD) rescinded the Bipartisan Infrastructure Law (BIL), also known as Infrastructure Investment and Jobs Act (IIJA), signage term and condition on December 5, 2024. Whereas there used to be a requirement to identify BIL projects as such on a project sign with a Build America Buy America logo and a statement of funding by President Biden under this act, the only signage required now is the standard DWSRF Project Sign for any project regardless of whether they receive any BIL funding.

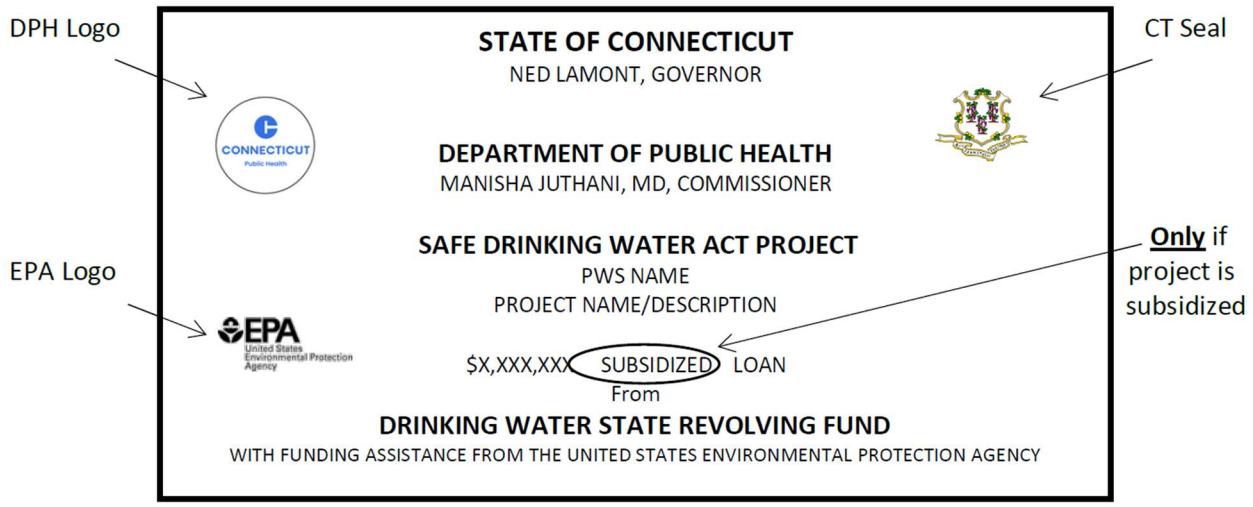
DWSRF Standard Project Signage Requirement

Project signage requirements apply to the construction phase of all public water system (PWS) drinking water projects with a total project cost (planning, design and construction) of $100,000 or more that are receiving funding (wholly or partly) from the Drinking Water State Revolving Fund (DWSRF). This requirement is intended to enhance the public awareness of the DWSRF and the positive impacts and benefits of the funding being provided by the State of Connecticut and the United States Environmental Protection Agency (EPA) to Connecticut's communities for public drinking water improvements. These projects have direct and tangible benefits to Connecticut's residents, businesses and visitors that are often taken for granted or go unnoticed. Awareness of the DWSRF funding is important to help gain public support for the DWSRF and communicate the importance of its role in lowering the overall cost to communities of maintaining safe and reliable public drinking water infrastructure. Connecticut's DWSRF Program has developed these guidelines to clarify these requirements and assist the PWS in complying with them. These guidelines are also consistent with the memorandum that EPA issued to all State Revolving Fund programs (Clean Water and Drinking Water) on June 3, 2015 which outlines project signage expectations for projects funded in whole or in part with federal capitalization grants received by states.

Traditional construction projects typically require that a physical sign be erected at, or near, the project site where it can be seen by a broad audience. However, there may be instances where a DWSRF-funded project is located in an area where standard signage is unlikely to be seen by a broad audience, is not cost-effective or presents other unique challenges. Also, some projects may be spread across many locations (i.e. water meter replacements) and do not have a defined location. In these instances where the provision of standard signage at the project site is not practical, this guidance provides an alternative option that PWSs can consider to satisfy state and federal signage requirements. **Any alternative that does not involve the erection of a standard project sign at, or near, the project site requires advance approval of the Department of Public Health's (DPH) Drinking Water Section (DWS) prior to implementation.**

DWSRF funded projects with a total project cost (planning, design and construction) less than $100,000 **are not required** to comply with any signage requirements. Costs associated with complying with this signage requirement are eligible for DWSRF funding.

Figure 1 – DWSRF Standard Project Sign



DWSRF Standard Sign Specifications:

Sign: ¾" min. thickness exterior plywood (A-B) or APA high density overlay plywood (HDO)
Sign Dimensions: 4' high x 8' wide
Sign Face Background: White outdoor enamel paint (min. 3 coats)
Lettering Color: Black
Logos/State Seal: EPA logo, DPH logo and CT State seal stickers will be provided by DPH for the sign, placement should be generally in the locations shown in Figure 1. The project owner's utility logo may be included in the remaining open corner.
Sign Positioning: Upright on posts clearly visible to public and project site visitors
Fasteners: Rustproof

If the DWSRF will not fund the entire project, such as when a water main project includes sewer work that is not eligible for DWSRF funding, the sign shall either:

1. Not include the non-drinking water portion in the "Project Name/Description"; or
2. Above the amount of the loan add the following: "FUNDED IN PART BY A".

After the signage has been erected a Certificate of Compliance – DWSRF Project Signage form must be completed and sent electronically to the DWSRF mailbox to document compliance with this requirement.

Options for complying with the DWSRF Standard Signage

Option A: Physical DWSRF Standard Project Sign

In general, large projects with a total construction cost of $1,000,000 (one million dollars) or more that involve significant expansion or construction of a new or replacement facility are required to publicize through standard signage. Signs should be erected near a major road or thoroughfare to effectively publicize the upgrades. There may be instances where the project is located in a remote area or on a dead-end street which would be unlikely to provide the intended exposure of the sign to a broad audience. In these cases, the sign may be located away from the project site if there is

another reasonable alternative. For example, a community may elect to place a sign advertising a project located at a remote reservoir (intake or pipeline project) on a major roadway near the treatment plant that will receive water from the new facility.

The project sign shall be erected prior to the start of any construction work and shall be in accordance with the specifications and project sign detail shown in Figure 2. The sign shall be furnished, erected, and maintained by the Contractor at a location designated by the Project Owner's engineer/representative. The names of the Commissioner of the DPH and the Governor of the State of Connecticut as shown on the sign shall be kept current, and shall be revised with 30 days of such notice to the Contractor that a change has occurred, at no cost to the Owner. No additional information shall be placed on the project sign beyond that shown in the project sign detail unless advance approval is obtained from the DWS. If the owner wishes to erect a supplemental sign with additional detail regarding the project or its sponsors, that sign shall be placed in a manner that the project sign is not obscured from public view. The sign shall not be removed until the project is completed**.**

Option B: DWSRF Standard Signage Posted on Website and Distributed to Customers

Smaller projects costing more than $100,000 but less than $1,000,000, projects located in remote areas, and projects without a defined project location may need a more cost-effective or practical method of complying with the signage requirement. The following alternative option may be considered in those instances.

PWS can include a single-page pamphlet within water and sewer bills, provide a pamphlet as a separate mailing or hand deliver the pamphlet to customers. The use of a pamphlet should be combined with posting information on the PWS's or municipality's website (if available). This approach would effectively publicize the project to those individuals directly benefitting from the project as well as potentially reach other members of the community that have access to the website. The website information should be posted in an area of the website that receives high traffic volume (Example: "News" section). **Pamphlets and website posting shall be performed prior to the start of any construction work and website postings should remain active until the project is completed.**

Pamphlets and website postings must minimally include the following information:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

PWSs are further encouraged to provide details of the interest rate and financial savings that the community achieved by taking advantage of SRF funds as well as the environmental and public health benefits to the community.

The following language is an example of information that a PWS may use for pamphlets and web postings.

[*Date*]

[*Name of PWS***] Receives Drinking Water State Revolving Fund [**add "***Subsidized***" (if applicable)**] Loan**

Construction of upgrades and improvements to the [***insert name of facility***] were financed [***insert "in part" or "in whole"***] by the Drinking Water State Revolving Fund (DWSRF) in the amount of [***insert amount of DWSRF funding***]. The DWSRF program is administered by the Department of Public Health (DPH) with joint funding from the U.S. Environmental Protection Agency and the State of Connecticut. This project will [***insert description of project***] and will provide water quality benefits [***insert details specifying environmental and/or public health benefits of the project***] for community residents and businesses in and near [***insert name of town or city and, if appropriate, neighborhood***]. DWSRF programs operate around the country to provide states and communities a low-cost financing alternative to maintain and improve the infrastructure that protects our valuable public drinking water resources nationwide. For more information on the DWSRF please visit the DPH's DWSRF website.

PWSs that choose this option for signage compliance must receive advance approval from the DPH Drinking Water Section prior to implementation. Requests for approval may be sent electronically to the DWSRF mailbox at DPH.CTDWSRF@ct.gov. After the signage has been distributed to customers and posted to the PWS's website a Certificate of Compliance – DWSRF Project Signage form must be completed and sent electronically to the DWSRF mailbox to document compliance with this requirement.

Translations per Executive Order 13166 and EPA Order 1000.32

PWSs must ensure that limited English proficient individuals have meaningful access to activities receiving federal funding, consistent with Presidential Executive Order 13166 and United States Environmental Protection Agency Order 1000.32. In this regard, to increase public awareness of projects serving communities where English is not the predominant language, PWSs are encouraged to translate the language used (excluding logos) into the appropriate non-English language(s). The cost of such translation is eligible for DWSRF funding provided the costs are reasonable.

Attachment F-2

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

DWSRF – Signage Example

STATE OF CONNECTICUT

NED LAMONT, GOVERNOR

DEPARTMENT OF PUBLIC HEALTH

MANISHA JUTHANI, MD, COMMISSIONER

SAFE DRINKING WATER ACT PROJECT

KILLINGWORTH ELEMENTARY SCHOOL

POINT-OF-ENTRY TREATMENT SYSTEM FOR KILLINGWORTH ELEMENTARY SCHOOL

$X,XXX,XXX SUBSIDIZED LOAN

From

DRINKING WATER STATE REVOLVING FUND

WITH FUNDING ASSISTANCE FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Attachment F-3

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

RCSA Section 22a-482-4 (includes (a) and (i)2(c)vi)

Sec. 22a-482-4. Administrative program elements

(a) **Allowable Grant Costs.** Those costs associated with the planning, design and construction of pollution abatement facilities eligible for state grant assistance are as follows:

(1) costs of salaries, benefits, and expendable materials the municipality incurs for the project, except as provided for in subdivision (b) (8) of this section;

(2) costs under construction contracts;

(3) professional and consultant services;

(4) engineering report costs directly related to the pollution abatement facility;

(5) sewer system evaluation;

(6) project feasibility and related engineering reports;

(7) costs of complying with the Connecticut Environmental Policy Act, section 22a-1a to 22a-1h of the General Statutes, including costs of public notices and hearings;

(8) preparation of construction drawings, specifications, estimates and construction contract documents;

(9) reasonable landscaping;

(10) materials acquired, consumed, or expended specifically for the project;

(11) shop equipment installed at the pollution abatement facility necessary to the operation of the facility;

(12) a reasonable inventory of laboratory chemicals and supplies necessary to initiate plant operations;

(13) development and preparation of a preliminary and final plan of operation and an operation and maintenance manual;

(14) start-up services for new pollution abatement facilities;

(15) project identification signs;

(16) costs of complying with the procurement requirements of this section;

(17) the costs of technical services for assessing the merits of or negotiating the settlement of a claim by or against the municipality provided;

(A) a formal grant amendment is executed specifically covering the costs before they are incurred;

(B) the costs are not incurred to prepare documentation that should be prepared by the contractor to support a claim against the municipality; and

(C) the Commissioner determines that there is a significant state interest in the issues involved in the claim;

(18) change orders and the costs of meritorious contractor claims for increased costs, provided the costs are not caused by the municipality's mismanagement or vicarious liability for the improper action of others. Settlements, arbitration awards, and court judgments which resolve contractor claims shall be reviewed by the Commissioner and shall be allowable only to the extent they are not caused by municipality mismanagement, are reasonable, and do not attempt to pass on to the State of Connecticut the costs of events that were the responsibility of the municipality, contractor or others;

(19) costs necessary to mitigate only direct, adverse, or physical impacts resulting from the building of the pollution abatement facility;

(20) the cost of groundwater monitoring facilities necessary to determine the possibility

of groundwater deterioration, depletion or modification resulting from the project;

(21) for individual and small community systems, allowable costs which include:

(A) the cost of major rehabilitation, upgrading, enlarging and installing small and onsite systems, but in the case of privately owned systems, only for principal residences;

(B) conveyance pipes from the property line to an offsite treatment unit which serves a cluster of buildings;

(C) treatment and treatment residue disposal portions of toilets with composting tanks, oil flush mechanisms, or similar in-house devices;

(D) treatment or pumping units from the incoming flange, when located on private property, and conveyance pipes, if any, to the collector sewer; and

(E) the cost of restoring individual system building sites to their original condition;

(22) necessary safety equipment applicable to federal, state and local requirements;

(23) a portion of the costs of collection system maintenance equipment, as determined by the Commissioner;

(24) the cost of mobile equipment necessary for the operation of the overall pollution abatement facility, transmission of wastewater or sludge, or for the maintenance of equipment. These items include:

(A) portable stand-by generators;

(B) large portable emergency pumps to provide "pump-around" capability in the event of a pump station failure or pipeline breaks; and

(C) sludge or septic tank trucks, trailers, and other vehicles having as their sole purpose the transportation of liquid or dewatered wastes from the collector point (including individual or on-site systems) to the pollution abatement facility or disposal site;

(25) replacement parts identified and approved in advance by the Commissioner as necessary to assure uninterrupted operation of the pollution abatement facility, provided they are critical parts or major system components which are:

(A) not immediately available or whose procurement involves an extended "lead-time";

(B) identified as critical by the equipment supplier(s); or

(C) critical but not included in the inventory provided by the equipment supplier(s);

(26) allowable costs for infiltration/inflow which include:

(A) the cost of sewer system and pollution abatement facility capacity adequate to transport and treat nonexcessive infiltration/inflow; and

(B) the costs of sewer system rehabilitation necessary to eliminate excessive infiltration/inflow as determined in a sewer system evaluation survey under section 22a-482-3 (g);

(27) the costs of royalties for the use of rights in a patented process or product with the prior approval of the Commissioner;

(28) the cost of legal and engineering services incurred by the municipality in deciding procurement protests and defending their decisions in protest appeals with the prior approval of the Commissioner;

(29) the cost of the services of the prime engineer required under subdivision (p) (10) of this section during the first year following initiation of operation of the pollution abatement facility; and

(30) the costs of municipal employees attending training workshops or seminars that are

necessary to provide instruction in administrative, fiscal or contracting procedures required to complete the construction of the pollution abatement facility, if approved in advance by the Commissioner.

(b) **Unallowable Grant Project Costs.** Costs which are not necessary for the construction of a pollution abatement facility are unallowable. Such costs include, but are not limited to:

(1) basin or areawide planning not directly related to the project;

(2) bonus payments not legally required for completion of construction before a contractual completion date;

(3) personal injury compensation or damage arising out of the project whether determined by arbitration, negotiation, or otherwise;

(4) unallowable costs for small and onsite systems which include:

(A) modification to physical structure of homes or commercial establishments;

(B) conveyance pipes from the house to the treatment unit located on user's property; and

(C) wastewater generating fixtures such as commodes, sinks, tubs and drains;

(5) fines and penalties due to violations of, or failure to comply with, federal, state, or local laws and regulations;

(6) costs outside the scope of the approved project;

(7) approval, preparation, issuance and sale of bonds or other forms of indebtedness required to finance the project, and the interest on them;

(8) ordinary operating expenses of local government, such as salaries and expenses of a mayor, city council members, or city attorney, except as provided in subdivision (h) (13) of this section;

(9) the costs of acquisition (including associated level, administrative, and engineering) of sewer rights-of-way, pollution abatement facility sites (including small systems sites), sanitary landfill sites and sludge disposal sites, except as provided in subsection (c) of this section;

(10) costs for which payment has been or will be received under any federal assistance program;

(11) the cost of vehicles used primarily for transportation, such as pickup trucks;

(12) costs of equipment or materials acquired in violation of the procurement provisions of this section;

(13) the cost of furnishings including draperies, furniture and office equipment;

(14) the cost of ordinary site and building maintenance equipment, such as lawn mowers, snowblowers and vacuum cleaners;

(15) costs of monitoring equipment used by industry for sampling and analysis of industrial discharges to a municipal pollution abatement facility;

(16) construction of privately-owned pollution abatement facilities, including pretreatment facilities, except for individual systems;

(17) preparation of applications, including a plan of study and permits required by federal, state or local laws and regulations;

(18) administrative, engineering and legal activities associated with the establishment of special departments, agencies, commissions, regions, districts or other units of

government;

(19) the cost of a pollution abatement facility or any part thereof that would provide capacity for new habitation or other establishments to be located on environmentally sensitive land such as wetlands, floodplains, or prime agricultural lands;

(20) the costs of legal services of defending or negotiating the settlement of a claim by or against the municipality; and

(21) all incremental costs of delay due to the award of any significant subagreements for construction more than 12 months after the construction grant award.

(c) **Allowable Grant Project Costs, If Approved.**

(1) The cost (including associated legal, administrative and engineering costs) of land acquired in fee simple or by lease or easement that will be an integral part of the treatment process or that will be used for the ultimate disposal of residues resulting from such treatment provided the Commissioner approves it in the grant agreement. These costs include:

(A) the cost of a reasonable amount of land, considering irregularities in application patterns, and the need for buffer areas, berms, and dikes;

(B) the cost of land acquired for a soil absorption system for a group of two or more homes:

(C) the cost of land acquired for composting or temporary storage of compost residues which result from wastewater treatment;

(D) the cost of land acquired for storage of treated wastewater in land treatment systems before land application; and

(E) the cost paid by the municipality for eligible land in excess of just compensation based on the appraised value, the municipality's record of negotiation or a condemnation proceeding, as determined by the Commissioner, shall be unallowable.

(2) The cost associated with the preparation of the pollution abatement facility site before, during and, to the extent agreed on in the grant agreement, after building. These costs include:

(A) the cost of demolition of existing structures on the pollution abatement facilities site (including rights-of-way), if building cannot be undertaken without such demolition;

(B) the cost of removal, relocation or replacement of utilities, for which the municipality is legally obligated to pay under section 22a-470 of the General Statutes; and

(C) the cost of restoring streets and rights-of-way to their original condition. The need for such restoration shall result directly from the construction and is generally limited to repaving the width of trench.

(3) The cost of acquiring all or part of existing publicly or privately owned pollution abatement facilities, provided all of the following criteria are met:

(A) the acquisition, in and of itself, considered apart from any upgrade, expansion or rehabilitation, provides new pollution control benefits;

(B) the acquired pollution abatement facility was not built with previous federal or state financial assistance; and

(C) the primary purpose of the acquisition is not the reduction, elimination, or redistribution of public or private debt.

(d) **Allowable Loan Project Costs:**

(1) all costs allowable for grant participation under subsections (a) and (c) of this section;

(2) all costs necessary to complete the project including land, legal, rights-of-way, interest and claim settlements;

(3) all costs associated with incremental capacity for growth; and

(4) those costs a reasonable business person would incur when operating his or her own business necessary to construct the project.

(e) **Unallowable Loan Project Costs:**

(1) costs associated with improvements to municipal or private property not related to pollution control;

(2) costs associated with the liability of other contractors and subcontractors; and

(3) costs associated with waste, fraud or abuse.

(f) **Required Provisions for Architectural/Engineering Contracts.**

(1) Subagreement Enforcement.

(A) Commissioner's Authority. At a municipality's request the Commissioner may provide technical and legal assistance in the administration and enforcement of any subagreement related to a pollution abatement facility for which state financial assistance was made and intervene in any civil action involving the enforcement of such subagreements, including subagreement disputes which are the subject of either arbitration or court action. Any assistance to be provided is at the discretion of the Commissioner and in a manner determined by him or her to best serve the public interest. Factors which the Commissioner may consider in determining whether to provide assistance include:

(i) available department resources;

(ii) planned or ongoing enforcement action;

(iii) the municipality's demonstration of good faith in attempting to resolve the contract matters at issue;

(iv) the municipality's adequate documentation of the need for assistance; and

(v) the state's interest in the contract matters at issue.

(B) Municipality Request. The municipality's request for technical or legal assistance should be submitted in writing and be accompanied by documentation adequate to inform the Commissioner of the nature and necessity of the requested assistance.

(C) Privity of Subagreement. The Commissioner's technical or legal involvement in any subagreement dispute will not make the Commissioner a party to any subagreement entered into by the municipality.

(D) Municipality Responsibility. The provision of technical or legal assistance under this section in no way releases the municipality from its obligations under sections 22a-482-1 to 22a-482-4, inclusive, or affects the Commissioner's right to take remedial action against a municipality that fails to carry out those obligations.

(2) Subagreement Provisions.

(A) Each subagreement shall include provisions defining a sound and complete agreement, including the:

(i) nature, scope, and extent of work to be performed;

(ii) time frame for performance;

(iii) total cost of the subagreement; and

(iv) payment provisions.

(B) All subagreements awarded in excess of $10,000 shall contain provisions requiring compliance with state and federal equal employment opportunity laws and regulations.

(3) Model Subagreement Clauses. Municipalities shall include subparagraphs (A) to (L), inclusive, of this subdivision or their equivalent in all subagreements for architectural or engineering services. (Municipalities may substitute other terms for "municipality" and "engineer" in their subagreements.)

(A) Supersession. The municipality and the engineer agree that this and other appropriate clauses in this section, or their equivalent, apply to the state grant eligible work to be performed under this subagreement and that these clauses supersede any conflicting provisions of this subagreement.

(B) Privity of Subagreement. This subagreement is expected to be funded in part with funds from the State of Connecticut, Department of Environmental Protection (DEP). Neither the state nor any of its departments, agencies, or employees is or will be a party to this subagreement or any lower tier subagreement. This subagreement is subject to sections 22a-482-1 to 22a-482-4 of the Regulations of Connecticut State Agencies in effect on the date of the grant award for the project.

(C) Changes to Subagreement.

(i) The municipality may at any time, by written order, make changes within the general scope of this subagreement in the services or work to be performed. If such changes cause an increase or decrease in the engineer's cost or time required to perform any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made and this subagreement shall be modified in writing. The engineer must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the engineer of the notification of change, unless the municipality grants additional time before the date of final payment.

(ii) No services for which additional compensation will be charged by the engineer shall be furnished without the written authorization of the municipality.

(iii) In the event that there is a modification of the Commissioner's requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in the agreement shall be reflected in an appropriate modification of this agreement.

(D) Termination of Subagreement.

(i) This subagreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this subagreement through no fault of the terminating party. However, no termination may be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

(ii) This subagreement may be terminated in whole or in part in writing by the municipality for its convenience, provided that the engineer is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

(iii) If termination for default is effected by the municipality, an equitable adjustment in

the price provided for in this subagreement shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work and any payment due to the engineer at the time of termination may be adjusted to cover any additional costs to the municipality because of the engineer's default. If termination for default is effected by the engineer; or if termination for convenience is effected by the municipality; the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the engineer for services rendered and expenses incurred prior to the termination, in addition to termination and settlement costs reasonably incurred by the engineer relating to commitments which had become firm prior to the termination.

(iv) Upon receipt of a termination action pursuant to subparagraphs (D) (i) or (D) (ii) of this subdivision, the engineer shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the municipality all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the engineer in performing this subagreement, whether completed or in process.

(v) Upon termination under subparagraphs (D) (i) or (D) (ii) of this subdivision, the municipality may take over the work and may award another party a subagreement to complete the work under this subagreement.

(vi) If, after termination for failure of the engineer to fulfill contractual obligations, it is determined that the engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the municipality. In such event, adjustment of the price provided for in this subagreement shall be made as provided in subparagraph (D) (iii) of this subdivision.

(E) Remedies. Except as may be otherwise provided in this subagreement, all claims, counter-claims, disputes, and other matters in question between the municipality and the engineer arising out of or relating to this subagreement, or the breach thereof, will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction within the district in which the municipality is located.

(F) Price Reduction for Defective Cost or Pricing Data (This clause is applicable if the amount of the agreement exceeds $100,000). The engineer warrants that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated subagreements and lower tier subagreements is based on current, accurate, and complete data supported by books and records. If the municipality or Commissioner determines that any price, including profit, negotiated in connection with this subagreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price, cost or profit shall be reduced accordingly, and the subagreement shall be modified in writing to reflect such reduction.

(NOTE– Since the subagreement is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontractors, the engineer may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the engineer. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for

defective cost or pricing data required to be submitted by lower tier subcontractors.)

(G) Audit; Access to Records.

(i) The engineer shall maintain books, records, documents, and other evidence directly pertinent to performance on grant work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The engineer shall also maintain the financial information and data used by the engineer in the preparation or support of the cost submission required for any negotiated subagreement or change order in effect on the date of execution of this agreement and a copy of the cost summary shall be submitted to the municipality. The municipality and Commissioner or any of his or her duly authorized representatives shall have access to all such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The engineer will provide proper facilities for such access and inspection.

(ii) The engineer agrees to include subparagraphs (G) (i) to (G) (v) of this subdivision, inclusive, in all his contracts and all lower tier subcontracts directly related to project performance that are in excess of $10,000, and to make subparagraphs (G) (i) to (G) (v) of this subdivision, inclusive, applicable to all change orders directly related to project performance.

(iii) Audits conducted under this subparagraph shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit department and shall meet the requirements of section 7-396a of the General Statutes.

(iv) The engineer agrees to the disclosure of all information and reports resulting from access to records under subparagraphs (G) (i) and (G) (ii) of this subdivision to any of the parties referred to in subparagraph (G) (i) of this subdivision, provided that the engineer is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the engineer.

(v) The engineer shall maintain and make available records under subparagraphs (G) (i) and (G) (ii) of this subdivision during performance on grant funded work under this agreement and until three (3) years from the date of final grant payment for the project. In addition, those records which relate to any dispute appeal arising under a grant agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.

(H) Covenant Against Contingent Fees. The engineer warrants that no person or selling agency has been employed or retained to solicit or secure this subagreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the engineer for the purpose of securing business. For breach or violation of this warranty the municipality shall have the right to annul this agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(I) Gratuities.

(i) If the municipality finds after a notice and hearing that the engineer, or any of the

engineer's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the municipality or the state, in an attempt to secure a subagreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this agreement, the municipality may, by written notice to the engineer, terminate this agreement. The municipality may also pursue other rights and remedies that the law or this subagreement provides. However, the existence of the facts on which the municipality bases such findings shall be in issue and may be reviewed in proceedings under subparagraph (E) of this subdivision.

(ii) In the event this subagreement is terminated as provided in subparagraph (I) (i) of this subdivision the municipality may pursue the same remedies against the engineer as it could pursue in the event of a breach of the subagreement by the engineer and, as a penalty, in addition to any other damages to which it may be entitled by law, may pursue exemplary damages in an amount (as determined by the municipality) which shall be not less than three, nor more than ten times the costs the engineer incurs in providing any such gratuities to any such officer or employee.

(J) Responsibility of the Engineer.

(i) The engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the engineer under this subagreement. The engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

(ii) The engineer shall perform the professional services necessary to accomplish the work required to be performed under this subagreement, in accordance with this subagreement and applicable requirements of the Commissioner in effect on the date of execution of the assistance agreement for this project.

(iii) Approval by the municipality or the Commissioner of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not, in any way, relieve the engineer of responsibility for the technical adequacy of his work. Neither the municipality's nor Commissioner's review, approval, acceptance, or payment for any of the services shall be construed as a waiver of any rights under this subagreement or of any cause of action arising out of the performance of this subagreement.

(iv) The engineer shall be and shall remain liable, in accordance with applicable law, for all damages to the municipality or the state caused by the engineer's negligent performance of any of the services furnished under this subagreement, except for errors, omissions, or other deficiencies to the extent attributable to the municipality, municipality-furnished data, or any third party. The engineer shall not be responsible for any time delays in the project caused by circumstances beyond the engineer's control.

(v) The engineer's obligations under this subparagraph are in addition to the engineer's other expressed or implied warranties under this subagreement or state law and in no way diminish any other rights that the municipality may have against the engineer for faulty materials, equipment, or work.

(K) Payment.

(i) Payment shall be made in accordance with the payment schedule incorporated in this subagreement, as soon as practicable, upon submission of statements requesting payment

by the engineer to the municipality. If no such payment schedule is incorporated in this subagreement, the payment provisions of subparagraph (K) (ii) of this subdivision shall apply.

(ii) The engineer may request monthly progress payments and the municipality shall make them, as soon as practicable, upon submission of statements requesting payment by the engineer to the municipality. When such progress payments are made, the municipality may withhold up to ten (10) percent of the vouchered amount until satisfactory completion by the engineer of work and services within a step called for under this subagreement. When the municipality determines that the work under this subagreement, or any specified task hereunder, is substantially complete and that the amount of retained percentages is in excess of the amount considered by the municipality to be adequate for its protection, it shall release to the engineer such excess amount.

(iii) No payment request made under subparagraph (K) (i) or (K) (ii) of this subdivision shall exceed the estimated amount and value of the work and services performed by the engineer under this subagreement. The engineer shall prepare the estimates of work performed and shall supplement them with such supporting data as the municipality may require.

(iv) Upon satisfactory completion of the work performed under this subagreement, as a condition precedent to final payment under this subagreement or to settlement upon termination of the subagreement, the engineer shall execute and deliver to the municipality a release of all claims against the municipality arising under or by virtue of this subagreement, other than such claims, if any, as may be specifically exempted by the engineer from the operation of the release in stated amounts to be set forth therein.

(L) Copyrights and Rights in Data.

(i) The engineer agrees that any plans, drawings, designs, specifications, computer programs (which are substantially financed by state funds), technical reports, operating manuals, and other work submitted with an engineering report, with a design or for construction with financing assistance, or which are specified to be delivered under this subagreement, or which are developed or produced and paid for under this subagreement (referred to in subparagraph (L) (ii) of this subdivision as "subject data"), and including all raw data obtained or generated by the engineer during the course of his work under this subagreement, are subject to certain rights in the United States. These rights include the right to use, duplicate, and disclose such subject data, in whole or in part, in any manner for any purpose whatsoever, and to have others do so. If the material is copyrightable, the engineer may copyright it, subject to the rights of the state described herein, but the municipality and the state reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The engineer shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data; and

(ii) all such subject data furnished by the engineer pursuant to this subagreement are instruments of his services in respect to the project. It is understood that the engineer does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the municipality reuses the subject data without the engineer's specific written verification or adaptation, such reuse will be at the risk of the municipality without liability

to the engineer. Any such verification or adaptation will entitle the engineer to further compensation at rates agreed upon by the municipality and the engineer.

(g) **Required Provisions for Construction Contracts.** Municipalities must include, when appropriate, subdivisions (1) to (14), inclusive, of this subsection, or their equivalent, in each subagreement and may substitute other terms for "grantee" and "contractor" in their subagreements.

(1) Supersession. The municipality and the contractor agree that the following general provisions, or their equivalent, apply to eligible work to be performed under this contract and that these provisions supersede any conflicting provisions of this contract.

(2) Privity of Contract. This contract is expected to be funded in part by the State of Connecticut. Neither the state, nor any of its departments, agencies, or employees is or will be a party to this contract or any lower tier subcontract. This contract is subject to sections 22a-482-1 to 22a-482-4, inclusive, of the Regulations of Connecticut State Agencies.

(3) Changes for Contracts for Construction.

(A) The municipality may, at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the subagreement, including but not limited to changes:

(i) in the specifications (including drawings and designs);

(ii) in the time, method, or manner of performance of the work;

(iii) in the municipality-furnished facilities, equipment, materials, services, or site; or

(iv) directing acceleration in the performance of the work.

(B) A change order shall also be any other written or oral order (including direction, instruction, interpretation or determination) from the municipality which causes any change, provided the contractor gives the municipality written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Except as provided in subdivision (3) of this subsection, no order, statement, or conduct of the municipality shall be treated as a change under subdivision (3) of this subsection or entitle the contractor to an equitable adjustment.

(D) If any change under subdivision (3) of this subsection causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the subagreement modified in writing. However, for claims based on defective specifications, no claim for any change under subparagraph (B) of this subdivision shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in subparagraph (B) of this subdivision. In the case of defective specifications for which the municipality is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with those defective specifications.

(E) If the contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within thirty (30) days after receipt of a written change order under subparagraph (A) of this subdivision, or the furnishing of a written notice under subparagraph (B) of this subdivision, submit to the grantee a written statement setting forth the general nature and monetary extent of such claim. The municipality may extend the 30-day period. The statement of claim may be included in the notice under subparagraph (B)

of this subdivision.

(F) No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

(4) Changes for Contracts for Supplies.

(A) The municipality may at any time, by a written order and without notice to the sureties, make changes within the general scope of this subagreement in any one or more of the following:

(i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the municipality;

(ii) method of shipment or packing; and (iii) place of delivery.

(B) If any change causes an increase or decrease in the cost or the time required to perform any part of the work under this subagreement, whether or not changed by any such order, an equitable adjustment shall be made in the subagreement price or delivery schedule, or both, and the subagreement shall be modified in writing. Any claim by the contractor or adjustment under this clause shall be asserted within thirty (30) days from the date of receipt by the contractor of the notification of change. lf the municipality decides that the facts justify such action, the municipality may receive and act upon any such claim asserted at any time before final payment under this subagreement. Where the cost of property is made obsolete or excessive as a result of a change is included in the contractor's claim for adjustment, the grantee shall have the right to prescribe the manner of disposition of such property. Nothing in this subdivision shall excuse the contractor from proceeding with the subagreement as changed.

(5) Differing Site Conditions.

(A) The contractor shall promptly, and before such conditions are disturbed, notify the municipality in writing of:

(i) subsurface or latent physical conditions at the site differing materially from those indicated in this subagreement; or

(ii) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this subagreement. The municipality shall promptly investigate the conditions and, if it finds that conditions are materially different and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this subagreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the subagreement modified in writing.

(B) No claim of the contractor under this subdivision shall be allowed unless the contractor has given notice required in subparagraph (A) of this subdivision. However, the municipality may extend the prescribed time.

(C) No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this subagreement.

(6) Suspension of Work.

(A) The municipality may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work for such period of time as the municipality may determine to be appropriate for the convenience of the municipality.

(B) If the performance of all or any part of the work is suspended, delayed, or interrupted

for an unreasonable period of time by an act of the municipality in administration of the contract, (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing. However, no adjustment shall be made under this subdivision for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor, or for which an equitable adjustment is provided for, or excluded, under any other provision of the contract.

(C) No claim under this subdivision shall be allowed for any costs incurred more than twenty (20) days before the contractor notified the municipality in writing of the act or failure to act involved (this requirement does not apply to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

(7) Termination.

(A) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this subagreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

(B) This contract may be terminated in whole or in part in writing by the municipality for its convenience, provided that the contractor is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

(C) If termination for default is effected by the municipality, an equitable adjustment in the price provided for in this contract shall be made but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the municipality because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the municipality, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

(D) Upon receipt of a termination action pursuant to subparagraphs (A) or (B) of this subdivision, the contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and deliver or otherwise make available to the municipality all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract whether completed or in process.

(E) Upon termination under subparagraphs (A) or (B) of this subdivision the municipality

may take over the work and may award another party a contract to complete the work under this contract.

(F) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the municipality. In such event, adjustment of the price provided for in this contract shall be made as provided in subparagraph (C) of this subdivision.

(8) Remedies. Except as may be otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the municipality and the contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction within the district in which the municipality is located.

(9) Price Reduction for Defective Cost or Pricing Data.

NOTE– This subdivision is applicable to any contract negotiated between the municipality and its contractor in excess of $500,000; negotiated change orders in excess of $500,000 or 10 percent of the contract, whichever is less, affecting the price of a formally advertised, competitively awarded, fixed price contract; or any lower tier subcontract or purchase order in excess of $500,000 or 10 percent of the assistance agreement, whichever is less, under a contract other than a formally advertised, competitively awarded, fixed price subagreement. This subdivision is not applicable for contracts to the extent that they are awarded on the basis of effective price competition.

The contractor and subcontractor, where appropriate, warrant that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier subcontracts and change orders is based on current, accurate, and complete data supported by their books and records. If the municipality or the Commissioner determines that any price (including profit) negotiated in connection with this contract, any lower tier subcontract, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price, cost, or profit shall be reduced accordingly, and the contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction shall be subject to subdivision (8) of this subsection.

NOTE– Since the contract is subject to reduction under this subdivision by reason of defective cost or pricing data submitted in connection with lower tier subcontracts, the contractor may wish to include a clause in each lower tier subcontract requiring the lower tier subcontractor to appropriately indemnify the contractor. It is also expected that any lower tier subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by lower tier subcontractors.

(10) Audit; Access to Records.

(A) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on grant work under this contract in accordance with generally accepted accounting principles and practices consistently applied. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of the cost submission required under section 22a-482-4 (i) (6) for any negotiated

contract or change order and a copy of the cost summary submitted to the municipality. The municipality and the Commissioner or any of his or her authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

(B) If this is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to make subparagraphs (A) to (F), inclusive, of this subdivision applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to include subparagraphs (A) to (F), inclusive, of this subdivision in all his subcontracts in excess of $10,000 and to subparagraphs (A) through (F), inclusive, of this subdivision applicable to all change orders directly related to project performance.

(C) Audits conducted under this subdivision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit departments and shall meet the requirements of section 7-396a of the General Statutes.

(D) The contractor agrees to disclose all information and reports resulting from access to records under subparagraphs (A) and (B) of this subdivision to any of the parties referred to in subparagraph (A) of this subdivision.

(E) Records under subparagraphs (A) and (B) of this subdivision shall be maintained and made available during performance on assisted work under this contract and until three years from the date of final state payment for the project. In addition, those records which relate to any dispute appeal arising under a grant assistance agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

(F) This right of access provision (with respect to financial records) applies to:

(i) negotiated prime subagreements:

(ii) negotiated change orders or contract amendments in excess of $10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and

(iii) subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract. However, this right of access does not apply to a prime contract, lower tier subcontract, or purchase order awarded after effective price competition, except with respect to records pertaining directly to contract performance, (excluding any financial records of the contractor), if there is any indication that fraud, gross abuse, or corrupt practices may be involved or if the contract is terminated for default or for convenience.

(11) Covenant Against Contingent Fees. The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty the grantee shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(12) Gratuities.

(A) If the municipality finds, after a notice and hearing, that the contractor, or any of the contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the municipality or the state, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this agreement, the municipality may, by written notice to the contractor, terminate this agreement. The municipality may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which the municipality bases such findings shall be in issue and may be reviewed in proceedings under subdivision (8) of this subsection.

(B) In the event this contract is terminated, as provided in subparagraph (A) of this subdivision, the municipality may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor and, as a penalty, in addition to any other damages to which it may be entitled by law, may pursue exemplary damages in an amount (as determined by the grantee) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

(13) Responsibility of the Contractor.

(A) The contractor agrees to perform all work under this agreement in accordance with this agreement's designs, drawings, and specifications.

(B) The contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials, equipment or workmanship; and the contractor shall promptly make whatever adjustments or corrections necessary to cure such defects, including repairs of any damage to other parts of the system resulting from such defects. The municipality shall give notice to the contractor of observed defects with reasonable promptness. In the event that the contractor fails to make adjustments, repairs, corrections or other work that may be made necessary by such defect, the municipality may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

(C) The contractor's obligations under this subdivision are in addition to the contractor's other express or implied warranties under this agreement or state law and in no way diminish any other rights that the municipality may have against the contractor for faulty material, equipment, or work.

(14) Final Payment. Upon satisfactory completion of the work performed under this agreement, as a condition before final payment under this agreement, or as a termination settlement under this agreement, the contractor shall execute and deliver to the municipality a release of all claims against the municipality arising under or by virtue of this agreement, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this agreement or by state law or otherwise expressly agreed to by the parties to this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute a waiver of the municipality's claims against the contractor or his sureties under this agreement or applicable performance and payment bonds.

(h) **Procurement Requirements—General.**

(1) Applicability. This subsection defines the responsibilities of the state and the municipality and the minimum procurement standards for each municipality's procurement system.

(2) Municipality Responsibility.

(A) The municipality is responsible for the settlement and satisfactory completion, in accordance with sound business judgment and good administrative practice, of all contractual and administrative issues arising out of subagreements entered into under the assistance agreement. This includes issuance of invitations for bids or requests for proposals, selection of contractors, award of subagreements, settlement of protests, claims, disputes and other related procurement matters.

(B) The municipality shall maintain a subagreement administration system to assure that contractors perform in accordance with the terms, conditions and specifications of their subagreements.

(C) The municipality shall review its proposed procurement actions to avoid purchasing unnecessary or duplicative items.

(D) The municipality shall consider consolidating its procurement or dividing it into parts to obtain a more economical purchase.

(E) Where appropriate, the municipality shall make an analysis of lease versus purchase alternatives in its procurement actions.

(F) A municipality may request technical assistance from the Commissioner for the administration and enforcement of any subagreement awarded under this section. However, such assistance does not relieve the municipality of its responsibilities under this section, 22a-482-4.

(G) A municipality may use innovative procurement methods or procedures only if it receives the Commissioner's prior written approval.

(3) Municipality Reporting Requirements. The municipality shall request, in writing, the Commissioner's authorization to award each construction subagreement which has an aggregate value over $10,000. The request shall include:

(A) name, address, telephone number and employee identification number of the construction contractor;

(B) amount of the award;

(C) estimated starting and completion dates;

(D) project number, name and site location of the project; and

(E) copy of the tabulations of bids or offers and the name of each bidder or offeror.

(4) Copies of Contract Documents. The municipality shall promptly submit to the Commissioner copies of any prime contract or modification thereof, and revisions to plans and specifications.

(5) Limitations on Subagreement Award.

(A) The municipality shall award subagreements only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. A responsible contractor is one that has:

(i) financial resources, technical qualifications, experience, an organization and facilities adequate to carry out the project, or a demonstrated ability to obtain these;

(ii) resources to meet the completion schedule contained in the subagreement;

(iii) a satisfactory performance record for completion of subagreements;

(iv) accounting and auditing procedures adequate to control property, funds and assets; and

(v) demonstrated compliance or willingness to comply with the civil rights, equal employment opportunity, labor laws and other statutory requirements.

(B) The municipality shall not make awards to contractors who have been suspended or debarred by a Connecticut state agency.

(6) Violations. The municipality shall refer violations of law to the local or state officials having the proper jurisdiction.

(7) Competition.

(A) The municipality shall conduct all procurement transactions in a manner that provides maximum open and free competition.

(B) Procurement practices shall not unduly restrict or eliminate competition. Examples of practices considered to be unduly restrictive include:

(i) noncompetitive practices between firms;

(ii) organizational conflicts of interest;

(iii) unnecessary experience and bonding requirements;

(iv) local laws, ordinances, regulations or procedures which give local bidders or proposers preference over other bidders or proposers in evaluating bids or proposals; and

(v) placing unreasonable requirements on firms in order for them to qualify to do business.

(C) The municipality may use a prequalification list(s) of persons, firms or products if it:

(i) updates its prequalified list(s) at least every six months;

(ii) reviews and acts on each request for prequalification made more than thirty (30) days before the closing date for receipt of proposals or bid opening; and

(iii) gives adequate public notice of its prequalification procedures in accordance with the public notice procedures.

(D) A municipality may not use a prequalified list(s) of persons or firms if the procedure unnecessarily restricts competition.

(8) Profit.

(A) Municipalities shall assure that only fair and reasonable profits are paid to contractors awarded subagreements under state assistance agreements.

(B) The municipality shall negotiate profit as a separate element of price for each subagreement in which there is no price competition or where price is based on cost analysis.

(C) Where the municipality receives two or more bids, profit included in a formally advertised, competitively bid, fixed price subagreement shall be considered reasonable.

(D) Off-the-shelf or catalog supplies are exempt from this subparagraph.

(9) Use of Small, Minority, and Women's Businesses. The municipality shall take affirmative steps to assure that small, minority, and women's businesses are used to the maximum extent practicable. The Commissioner may impose goals as conditions of financial assistance.

(10) Privity of Subagreement. The state shall not be a party to any subagreement nor to

any solicitation or request for proposals.

(11) Documentation.

(A) Procurement records and files for procurements in excess of $10,000 shall include the following:

(i) the basis for contractor selection;

(ii) written justification for selection of the procurement method;

(iii) written justification for use of any specification which does not provide for maximum free and open competition;

(iv) written justification for the type of subagreement; and

(v) the basis for award cost or price, including a copy of the cost or price analysis made and documentation of negotiations; and

(B) The municipality shall state the reasons in writing for rejecting any or all bids and the justification for procurements on a noncompetitively negotiated basis and make them available for public inspection.

(12) Specifications.

(A) Nonrestrictive Specifications.

(i) No specification for bids or statement of work shall be written in such a manner as to contain proprietary, exclusionary or discriminatory requirements, other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment, or at least two brand names or trade names of comparable quality or utility are listed and are followed by the words "or equal." If brand or trade names are specified, the municipality shall be prepared to identify to the Commissioner, or in any protest action, the salient requirements (relating to the minimum needs of the project) which shall be met by any offeror. The single base bid method of solicitation for equipment and parts for determination of a low, responsive bidder may not be utilized. With regard to materials, if a single material is specified, the municipality shall be prepared to substantiate the basis for the selection of the material.

(ii) Project specifications shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement or through standard or proven production techniques, methods, and processes.

(B) Sole Source Restriction. A specification shall not require the use of structures, materials, equipment, or processes which are known to be available only from a sole source, unless the Commissioner determines, in advance, that the municipality's engineer has adequately justified, in writing, that the proposed use meets the particular project's minimum needs or the Commissioner determines that use of a single source is necessary to promote innovation.

(C) Experience Clause Restriction. The general use of experience clauses requiring equipment manufacturers to have a record of satisfactory operation for a specified period of time or of bonds or deposits to guarantee replacement in the event of failure is restricted to special cases where the municipality's engineer adequately justifies any such requirement in writing. Where such justification has been made, submission of a bond or deposit shall be permitted instead of a specified experience period. The period of time for which the bond

or deposit is required should not exceed the experience period specified.

(13) Force Account Work.

(A) The municipality shall receive the Commissioner's prior written approval for use of the force account method for any planning, design work or construction work, unless the grant agreement stipulates the force account method.

(B) The Commissioner may approve the force account method upon the municipality's demonstration that it possesses the necessary competence required to accomplish such work and that the work can be accomplished more economically by use of the force account method or emergency circumstances dictate its use.

(C) Use of the force account method for construction work shall generally be limited to minor portions of a project.

(14) Code of Conduct.

(A) The municipality shall maintain a written code or standard of conduct which shall govern the performance of its officers, employees, or agents engaged in the award and administration of subagreements supported by state funds. No employee, officer or agent of the municipality shall participate in the selection, award or administration of a subagreement supported by state funds if a conflict of interest, real or apparent, would be involved.

(B) Such a conflict would arise when:

(i) any employee, officer or agent of the municipality, any member of the immediate families, or their partners, have a financial or other interest in the firm selected for award; or

(ii) an organization which may receive or has been awarded a subagreement employs, or is about to employ, any person under subparagraph (B) (i) of this subdivision.

(C) The municipality's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or other parties to subagreements.

(D) Municipalities may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal value.

(E) To the extent permitted by state or local law or regulations, the municipality's code of conduct shall provide for penalties, sanctions or other disciplinary actions for violations of the code by the municipality's officers, employees or agents or by contractors or their agents.

(15) Payment to Consultants.

(A) For all state assistance agreements, the state shall limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by a municipality or by a municipality's contractors or subcontractors to the maximum daily rate for a GS-18 federal employee. (Municipality's may, however, pay contractors and subcontractors more than this amount.) This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The rate does not include transportation and subsistence costs for travel performed; municipalities shall pay these costs in accordance with their normal travel reimbursement practices.

(B) Subagreements with firms for services which are awarded using these procurement requirements are not affected by this limitation.

(16) Cost and Price Considerations.

(A) The municipality shall conduct a cost analysis of all negotiated change orders and all negotiated subagreements estimated to exceed $10,000.

(B) The municipality shall conduct a price analysis of all formally advertised procurements estimated to exceed $10,000, if there are fewer than three bidders.

(C) For negotiated procurement, contractors and subcontractors shall submit cost or pricing data in support of their proposals to the municipality.

(17) Small Purchases.

(A) Small Purchase Procurement. If the aggregate amount involved in any one procurement transaction does not exceed $10,000, including estimated handling and freight charges, overhead and profit, the municipality may use small purchase procedures.

(B) Small Purchase Procedures. Small purchase procedures are relatively simple procurement methods that are sound and appropriate for procurement of services, supplies or other property costing in the aggregate not more than $10,000.

(C) Requirements for Competition.

(i) Municipalities shall not divide a procurement into smaller parts to avoid the dollar limitation for competitive procurement.

(ii) Municipalities shall obtain price or rate quotations from an adequate number of qualified sources.

(18) Negotiation and Award of Subagreements.

(A) Unless the request for proposals states that an award may be based on initial offers alone, the municipality shall conduct meaningful negotiations with the best qualified offerors with acceptable proposals within the competitive range, and permit revisions to obtain best and final offers. The best qualified offerors shall have equal opportunities to negotiate or revise their proposals. During negotiations, the municipality shall not disclose the identity of competing offerors or any information from competing proposals.

(B) The municipality shall award the subagreement to the responsible offeror whose proposal is determined in writing to be the most advantageous to the municipality, taking into consideration price and other evaluation criteria set forth in the request for proposals.

(C) The municipality shall promptly notify unsuccessful offerors that their proposals were rejected.

(D) The municipality shall document its procurement file to indicate how proposals were evaluated, what factors were used to determine the best qualified offerors within the competitive range, and what factors were used to determine the subagreement award.

(19) Optional Selection Procedure for Negotiation and Award of Subagreements for Architectural and Engineering Services.

(A) The municipality may evaluate and select an architect or engineer using the procedures in this subdivision in place of the procedures in "Negotiation and Award of Subagreements" in subdivision (18) of this subsection.

(B) The municipality may use responses from requests for statements of qualifications to determine the most technically qualified architects or engineers.

(C) After selecting and ranking the most qualified architects or engineers, the municipality shall request technical proposals from those architects or engineers and inform them of the evaluation criteria the municipality will use to rank the proposals.

(D) The municipality shall then select and determine, in writing, the best technical proposal.

(E) After selecting the best proposal, the municipality shall attempt to negotiate fair and reasonable compensation with that offeror.

(F) If the municipality and the offeror of the best proposal cannot agree on the amount of compensation, the municipality shall formally terminate negotiations with that offeror. The municipality shall then negotiate with the offeror with the next best proposal. This process shall continue until the municipality reaches agreement on compensation with an offeror with an acceptable proposal. Once the municipality terminates negotiations with an offeror, the municipality cannot go back and renegotiate with that offeror.

(20) Noncompetitive Negotiation Procurement Method. Noncompetitive negotiation may be used only when the award of a subagreement is not feasible under small purchase, formal advertising, or competitive negotiation procedures. The municipality may award a noncompetitively negotiated subagreement only under the following circumstances:

(A) the item is available only from a single source;

(B) a public exigency or emergency exists and the urgency for the requirement will not permit a delay incident to competitive procurement; or

(C) after solicitation from a number of sources, competition is determined to be inadequate.

(21) Use of the Same Architect or Engineer During Construction.

(A) If the municipality is satisfied with the qualifications and performance of the architect or engineer who provided any or all of the planning or design services for the project, it may wish to retain that firm or individual during construction of the project. The municipality may do so without further public notice and evaluation of qualifications provided that it received financial assistance for the planning and/or design services and selected the architect or engineer in accordance with these procurement regulations.

(B) However, if the municipality uses the procedures in subparagraph (A) of this subdivision to retain an architect or engineer, any construction subagreements between the architect or engineer and the municipality shall meet the procurement provisions of subdivision (i) (5) of this section.

(22) Negotiation of Subagreements.

(A) Formal advertising, with adequate purchase descriptions, sealed bids, and public openings shall be the required method of procurement unless negotiation under subparagraph (B) of this subdivision is necessary to accomplish sound procurement.

(B) All negotiated procurement shall be conducted in a manner to provide to the maximum practicable extent open and free competition appropriate to the type of project work to be performed. The municipality is authorized to negotiate subagreements if any of the following conditions exist:

(i) public exigency will not permit the delay incident to formally advertised procurement (e.g. an emergency procurement); or

(ii) the aggregate amount involved does not exceed $10,000; or

(iii) the material or service to be procured is available from only one person or entity. If the procurement is expected to aggregate more than $10,000, the municipality shall document its file with a justification of the need for noncompetitive procurement, and

provide such documentation to the Commissioner on request; or

(iv) the procurement is for personal or professional services (including architectural or engineering services) or for any service that a university or other educational institution may render; or

(v) no responsive, responsible bids at acceptable price levels have been received after formal advertising and the Commissioner's prior written approval has been obtained; or

(vi) the procurement is for materials or services where the price is established by law; or

(vii) the procurement is for technical items or equipment requiring standardization and interchangeability of parts with existing equipment; or

(viii) the procurement is for experimental, developmental or research services.

(23) Enforcement. If the Commissioner determines that the municipality has failed to comply with any of the provisions of this subsection, he or she may impose any of the following sanctions:

(A) the grant may be terminated or annulled under subsection (t) of this section; or

(B) project costs directly related to the noncompliance may be disallowed; or

(C) payment otherwise due to the municipality of up to 10 percent may be withheld; or

(D) project work may be suspended under subdivision (g) (6) of this section; or

(E) a noncomplying municipality may be found nonresponsible or ineligible for future state funding assistance or a noncomplying contractor may be found nonresponsible or ineligible for approval for future contract awards under state grants; or

(F) an injunction may be entered or other equitable relief afforded by a court of appropriate jurisdiction; or

(G) such other administrative or judicial action may be instituted if it is legally available and appropriate.

(24) Contract Enforcement and Commissioner Authority. At the request of a municipality, the Commissioner is authorized to provide technical and legal assistance in the administration and enforcement of any contract related to pollution abatement facilities for which a state grant was made and to intervene in any civil action involving the enforcement of such contracts, including contract disputes which are the subject of either arbitration or court action in accordance with the requirements of subdivision (f) (1) of this section.

(i) Architectural/Engineering Procurement Requirements.

(1) Type of Contract (Subagreement).

(A) General. Cost-plus-percentage-of-cost and percentage-of-construction-cost contracts are prohibited. Cost reimbursement, fixed price, or per diem contracts or combinations of these may be negotiated for architectural or engineering services. A fixed price contract is generally used only when the scope and extent of work to be performed is clearly defined. In most other cases, a cost reimbursement type of contract is more appropriate. A per diem contract may be used if no other type of contract is appropriate. An incentive fee may be used if the municipality submits an adequate independent cost estimate and price comparison.

(B) Cost Reimbursement Contract. Each cost reimbursement contract shall clearly establish a cost ceiling which the engineer may not exceed without formally amending the

contract and a fixed dollar profit which may not be increased except in the case of a contract amendment to increase the scope of work.

(C) Fixed Price Contract. An acceptable fixed price contract is one which establishes a guaranteed maximum price which may not be increased unless a contract amendment increases the scope of work.

(D) Compensation Procedures. If, under either a cost reimbursement or fixed price contract, the municipality desires to use a multiplier type of compensation, all of the following must apply:

(i) the multiplier and the portions of the multiplier allocable to overhead and allocable to profit have been specifically negotiated;

(ii) the portion of the multiplier allocable to overhead includes only allowable items of cost under the cost principles;

(iii) the portions of the multiplier allocable to profit and allocable to overhead have been separately identified in the contract; and

(iv) the fixed price contract includes a guaranteed maximum price for completion of the specifically defined scope of work; and the cost reimbursement contract includes a fixed dollar profit which may not be increased except in the case of a contract amendment which increases the scope of work.

(E) Per Diem Contracts. A per diem agreement may be utilized only after a determination that a fixed price or cost reimbursement type contract is not appropriate. Per diem agreements should be used only to a limited extent, e.g., where the first task under the planning agreement involves establishing the scope and cost of succeeding planning tasks or for incidental services such as expert testimony or intermittent professional or testing services. (Resident engineer and resident inspection services should generally be compensated at cost plus fixed fee). Cost and profit included in the per diem rate must be specifically negotiated and displayed separately in the engineer's proposal.

The contract must clearly establish a price ceiling which may not be exceeded without formally amending the contract.

(2) Public Notice. Adequate public notice must be given of the requirement for architectural or engineering services for all subagreements.

(A) Public Announcement. A notice of request for qualifications should be published in professional journals, newspapers, or publications of general circulation over a reasonable area and, in addition, if desired, through posted public notices or written notification directed to interested persons, firms, or professional organizations inviting the submission of statements of qualifications. The announcement must clearly state the deadline and place for submission of qualification statements.

(B) Exceptions. Public notice is not required under the following circumstances:

(i) for design or construction phases of a grant funded project if the municipality is satisfied with the qualifications and performance of any engineer who performed all or any part of the planning or design work and the engineer has the capacity to perform the subsequent steps; and

(ii) the municipality desires the same engineer to provide architectural or engineering services for the subsequent steps or for subsequent segments of design work in one project, if a single pollution abatement facility is segmented into two or more construction projects.

If the design work is accordingly segmented so that the initial contract for preparation of construction drawings and specifications does not cover the entire pollution abatement facility to be built under one grant then the municipality may use the same engineering firm that was selected for the initial segment of design work for subsequent segments.

(3) Evaluation of Qualifications.

(A) The municipality shall review the qualifications of firms which responded to the announcement or were on the prequalified list and shall uniformly evaluate the firms.

(B) Qualifications shall be evaluated through an objective process (e.g., the appointment of a board or committee which, to the extent practicable, should include persons with technical skills).

(C) Criteria which should be considered in the evaluation of candidates for submission of proposals should include:

(i) specialized experience and technical competence of the candidate or firm and its personnel (including a joint venture, association or professional subcontractor) considering the type of services required and the complexity of the project;

(ii) past record of performance on contracts with the municipality, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, and ability to meet schedules;

(iii) the candidate's capacity to perform the work (including any specialized services) within the time limitations, considering the firm's current and planned workload;

(iv) the candidate's familiarity with the types of problems applicable to the project; and

(v) avoidance of personal and organizational conflicts of interest.

(4) Solicitation and Evaluation of Proposals.

(A) Solicitation of Professional Services Proposals.

(i) Requests for professional services proposals shall be sent to no fewer than three candidates who either responded to the public announcement or were selected from the prequalified list, unless, after good faith effort to solicit qualifications, fewer than three qualified candidates respond, in which case all qualified candidates shall be provided requests for proposals.

(ii) Requests for professional services proposals shall be in writing and must contain the information necessary to enable a prospective offeror to prepare a proposal properly. The request for proposals shall include a solicitation statement and shall inform offerors of the evaluation criteria.

(iii) Submission deadline. Requests for proposals shall clearly state the deadline and place for submission.

(B) Evaluation of Proposals.

(i) All proposals submitted in response to the request for professional services proposals shall be uniformly evaluated. The municipality shall also evaluate the candidates' proposed method of accomplishing the work required.

(ii) Proposals shall be evaluated through an objective process (e.g., the appointment of a board or committee) which, to the extent practicable, should include persons with technical skills. Oral (including telephone) or written interviews should be conducted with top rated proposers and information derived therefrom shall be treated on a confidential basis.

(iii) Municipalities shall base their determinations of qualified offerors and acceptable

proposals solely on the evaluation criteria stated in the request for proposals.

(5) Negotiation.

(A) Municipalities are responsible for negotiation of their contracts for architectural or engineering services. Contract procurement, including negotiation, may be performed by the municipality directly or by another person or firm retained for that purpose. Contract negotiations may include the services of technical, legal, audit, or other specialists to the extent appropriate.

(B) Negotiations may be conducted in accordance with state or local requirements, as long as they meet the minimum requirements as set forth in this subdivision.

(C) The object of negotiations with any candidate shall be to reach agreement on the provisions of the proposed contract. The municipality and the candidate shall discuss, at a minimum:

(i) the scope and extent of work and other essential requirements;

(ii) identification of the personnel and facilities necessary to accomplish the work within the required time including, where needed, employment of additional personnel, subcontracting, joint venture, etc;

(iii) provisions of the required technical services in accordance with regulations and criteria established for the project; and

(iv) a fair and reasonable price for the required work, to be determined in accordance with the cost and profit considerations.

(6) Cost and Price Considerations.

(A) The candidate(s) selected for negotiation shall submit to the municipality for review sufficient cost and pricing data to enable the municipality to ascertain the necessity and reasonableness of costs and amounts proposed and the allowability and eligibility of costs proposed.

(B) The municipality shall submit the following to the Commissioner for review:

(i) documentation of the public notice of need for architectural or engineering services and selection procedures;

(ii) the cost and pricing data the selected engineer submitted;

(iii) a certification of review and acceptance of the selected engineer's cost and price; and

(iv) a copy of the proposed subagreement.

(C) The Commissioner shall review the complete subagreement procurement procedure and approve the municipality's compliance with appropriate procedures before the municipality awards the subagreement.

(D) Cost Review.

(i) The municipality shall review proposed subagreement costs.

(ii) At a minimum, proposed subagreement costs shall be presented on EPA form 5700-41 on which the selected engineer shall certify that the proposed costs reflect complete, current, and accurate cost and pricing data applicable to the date of anticipated subagreement award.

(iii) In addition to the specific elements of cost, the estimated amount of profit shall be set forth separately in the cost summary for fixed price contracts and a maximum total dollar amount of profit shall be set forth separately in the cost summary for cost reimbursement

contracts.

(iv) The municipality may require more detailed cost data than the form requires in order to substantiate the reasonableness of proposed subagreement costs. The Commissioner may require more detailed documentation only when the selected engineer is unable to certify that the cost and pricing data used are complete, current, and accurate. The Commissioner may, on a selected basis, perform a pre-award cost analysis on any subagreement. A provisional overhead rate should be agreed upon before contract award.

(v) The engineer shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles. This system shall provide for the identification, accumulation, and segregation of allowable and unallowable project costs among projects. Allowable project costs shall be determined by the Commissioner. The engineer shall propose and account for costs in a manner consistent with his normal accounting procedures.

(vi) Subagreements awarded on the basis of a review of a cost element summary and a certification of complete, current, and accurate cost and pricing data shall be subject to downward renegotiation or recoupment of funds where the Commissioner determines that such certification was not based on complete, current, and accurate cost and pricing data or was not based on allowable costs at the time of award.

(7) Profit. The objective of negotiations shall be the exercise of sound judgment and good administrative practice including the determination of a fair and reasonable profit based on the firm's assumption of risk and input to total performance and not merely the application of a predetermined percentage factor. For the purpose of subagreements under state grants, profit is defined as the net proceeds obtained by deducting all allowable costs (direct and indirect) from the price. (This definition of profit may vary from the firm's definition of profit for other purposes.) Profit on a subagreement and each amendment to a subagreement under a grant should be sufficient to attract engineers who possess the talent and skills necessary for the accomplishment of project objectives and to stimulate efficient and expeditious completion of the project. Where cost review is performed, the municipality should review the estimate of profit as it reviews all other elements of price.

(8) Award of Subagreement.

(A) The municipality shall obtain the written approval of the Commissioner prior to the award of any subagreement or amendment.

(B) The municipality shall promptly notify unsuccessful candidates.

(9) Required Solicitation and Subagreement Provisions.

(A) Required solicitation statement. Requests for qualifications or proposals must include the following statement, as well as the proposed terms of the subagreement.

Any contract awarded under this request for qualifications or professional proposals is expected to be funded in part by the State of Connecticut, Department of Environmental Protection. This procurement will be subject to requirements contained in subsections (h), (i) and (o) of this section. The State of Connecticut will not be a party to this request for qualifications or professional proposals or any resulting contract.

(B) Content of subagreement. Each subagreement shall adequately define the scope and extent of project work; the time for performance and completion of the contract work including, where appropriate, dates for completion of significant project tasks; personnel

and facilities necessary to accomplish the work within the required time; the extent of subcontracting and consultant agreements; and payment provisions. If any of these elements cannot be defined adequately for later tasks or steps at the time of contract execution, the contract should not include the subsequent tasks or steps at that time.

(10) Subagreement Payments. The municipality shall make payment to the engineer in accordance with the payment schedule incorporated in the engineering agreement. Any retainage is at the option of the municipality. No payment request made by the engineer under the agreement may exceed the estimated amount and value of the work and services performed.

(11) Subcontracts under Subagreements. Neither award and execution of subcontracts under a prime contract for architectural or engineering services nor the procurement and negotiation procedures used by the engineer in awarding such subcontracts are required to comply with any of the provisions, selection procedures, policies or principles set forth herein.

(j) **Construction Contract Procurement Requirements.** (This section applies to construction contracts in excess of $10,000 awarded by municipalities for any construction projects.)

(1) Type of Contract. Each contract shall be a fixed price (lump sum or unit price or a combination of the two) contract, unless the Commissioner gives advance written approval for the municipality to use some other acceptable type of contract. The cost-plus-percentage-of-cost contract shall not be used in any event.

(2) Formal Advertising. Each contract shall be awarded after formal advertising, unless negotitations are permitted in accordance with subdivision (18) of subsection (h) of this section. Formal advertising shall be in accordance with the following:

(A) Adequate Public Notice. The municipality will cause adequate notice to be given of the solicitation by publication in newspapers or journals of general circulation beyond the municipality's locality (statewide, generally), inviting bids on the project work and stating the method by which bidding documents may be obtained or examined. Where the estimated cost of construction is 10 million dollars or more, the municipality shall publish the notice in trade journals of nationwide distribution. The municipality may solicit bids directly from bidders if it maintains a bidders list.

(B) Adequate Time for Preparing Bids. Adequate time, generally not less than 30 days, shall be allowed between the date when public notice is first published and the date by which bids must be submitted. Bidding documents including specifications and drawings shall be available to prospective bidders from the date when such notice is first published.

(C) Adequate Bidding Documents. The municipality shall prepare a reasonable number of bidding documents, invitations for bids and shall furnish them upon request on a first-come, first-serve basis. The municipality shall maintain a complete set of bidding documents and shall make them available for inspection and copying by any party. The bidding documents shall include:

(i) a complete statement of the work to be performed, including necessary drawings and specifications, and the required completion schedule;

(ii) the terms and conditions of the contract to be awarded;

(iii) a clear explanation of the method of bidding, the method of evaluation of bid prices,

and the basis and method for award of the contract;

(iv) responsibility requirements or criteria which will be employed in evaluating bidders;

(v) the following statement:

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by the State of Connecticut, Department of Environmental Protection. Neither the State of Connecticut nor any of its departments, agencies or employees is or will be a party to this invitation for bids or any resulting contract. This procurement will be subject to the requirements contained in subsections (h), (j) and (o) of this section;

(vi) a copy of subsections (h), (j) and (o) of this section; and

(vii) the prevailing State Wage Determination, as applicable.

(D) Sealed Bids. The municipality shall provide for bidding by sealed bid and for the safeguarding of bids received until public opening.

(E) Addenda to Bidding Documents. If a municipality desires to amend any part of the bidding documents (including drawings and specifications) during the period when bids are being prepared, the addenda shall be communicated in writing to all firms which have obtained bidding documents at least five (5) working days prior to the bid opening.

(F) Bid Modifications. A firm which has submitted a bid shall be allowed to modify or withdraw its bid before the time of bid opening.

(G) Public Opening of Bids. The municipality shall provide for a public opening of bids at the place, date and time announced in the bidding documents.

(H) Award to the Low, Responsive, Responsible Bidder.

(i) After bids are opened, the municipality shall evaluate them in accordance with the methods and criteria set forth in the bidding documents.

(ii) The municipality may reserve the right to reject all bids. Unless all bids are rejected for good cause, award shall be made to the low, responsive, responsible bidder.

(iii) If the municipality intends to make the award to a firm which did not submit the lowest bid, it shall prepare a written statement before any award, explaining why each lower bidder was deemed nonresponsible or nonresponsive. The municipality shall retain such statement in its files and forward a copy to the Commissioner for review.

(iv) Local laws, ordinances, regulations or procedures which are designed or which operate to give local bidders preference over other bidders shall not be employed in evaluating bids.

(v) If an unresolved procurement review issue or a protest relates only to award of a subcontract or procurement of an item under the prime contract and resolution of that issue or protest is unduly delaying performance of the prime contract, the Commissioner may authorize award and performance of the prime contract before resolution of the issue or protest, if the Commissioner determines that resolution of the protest will not affect the placement of the prime contract bidders and will not materially affect initial performance of the prime contract; and that award of the prime contract is in the state's best interest, will not materially affect the resolution of the protest, and is not barred by state or local law.

(vi) The municipality shall not reject a bid as nonresponsive for failure to list or otherwise indicate the selection of a subcontractor(s) or equipment, unless the municipality has unambiguously stated in the solicitation documents that such failure to list shall render a bid nonresponsive and shall cause rejection of a bid.

(k) **Negotiation of Contract Amendments (Change Orders).**

(1) The municipality is responsible for the negotiation of construction contract change orders. This function may be performed by the municipality directly or, if authorized, by its engineer. During negotiations with the contractor the municipality shall:

(A) make certain that the contractor has a clear understanding of the scope and extent of work and other essential requirements;

(B) assure that the contractor demonstrates that he will make available or will obtain the necessary personnel, equipment and materials to accomplish the work within the required time; and

(C) assure a fair and reasonable price for the required work.

(2) The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with subdivisions (3) and (4) of this subsection as appropriate. The value of any work covered by a change order, or of any claim for increase or decrease in the contract price, shall be determined by the method set forth in subparagraphs (A) to (C) of this subdivision, whichever is most advantageous to the municipality.

(A) Unit prices.

(i) Original bid items. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed 15 percent of the original bid quantity and the total dollar change of that bid item is significant, the municipality shall review the unit price to determine if a new unit price should be negotiated.

(ii) New items. Unit prices of new items shall be negotiated.

(B) Lump Sums shall be negotiated.

(C) Cost reimbursement. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus an amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

(3) For each change order not in excess of $100,000 the contractor shall submit sufficient cost and pricing data to the municipality to enable the municipality to determine the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

(4) For each change order in excess of $100,000, the contractor shall submit to the municipality for review sufficient cost and pricing data as described in subparagraphs (A) to (E) of this subdivision to enable the municipality to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

(A) The contractor shall certify that proposed costs reflect complete, current, and accurate cost and pricing data applicable to the date of the change order.

(B) In addition to the specific elements of cost, the estimated amount of profit shall be set forth separately in the cost summary for fixed price change orders and a specific total dollar amount of profit will be set forth separately in the cost summary for cost reimbursement change orders.

(C) The municipality may require more detailed cost data in order to substantiate the reasonableness of proposed change order costs. The Commissioner may, on a selected basis, perform a detailed cost analysis on any change order.

(D) For costs under cost reimbursement change orders, the contractor shall have an accounting system which accounts for such costs in accordance with generally accepted accounting principles. This system shall provide for the identification, accumulation and segregation of allowable and unallowable change orders. Allowable change order costs shall be determined in accordance with subsections (a), (b), (c), (d) and (e) of this section. The contractor shall propose and account for such costs in a manner consistent with his normal accounting procedures.

(E) Change orders awarded on the basis of review of a cost element summary and a certification of complete, current, and accurate cost and pricing data shall be subject to downward renegotiation and recoupment of funds where a subsequent audit substantiates that such certification was not based on complete, current and accurate cost and pricing data.

(5) Review by Commissioner. The municipality shall submit, before the execution of any change order in excess of $100,000, to the Commissioner for review and approval:

(A) the cost and pricing data the contractor submitted;

(B) a certification of review and acceptance of the contractor's cost or price; and

(C) a copy of the proposed change order.

(6) Profit. The objective of negotiations shall be the exercise of sound business judgment and good administrative practice, including the determination of a fair and reasonable profit based on the contractor's assumption of risk and input to total performance, and not merely the application of a predetermined percentage factor. For the purpose of negotiated change orders to construction contracts profit is defined as the net proceeds obtained by deducting all allowable costs (direct and indirect) from the price. The municipality should review the estimate of profit as it reviews all other elements of price.

(7) Related Work. Related work shall not be split into two amendments or change orders merely to keep it under $100,000 and thereby avoid the requirements of subdivision (4) of this subsection. For change orders which include both additive and deductive items:

(A) if any single item (additive or deductive) exceeds $100,000 the requirements of subdivision (4) of this subsection shall be applicable;

(B) if no single additive or deductive item has a value of $100,000 but the total price of the change order is over $100,000, the requirements of subdivision (4) of this subsection shall be applicable; and

(C) if the total of additive items of work in the change order exceeds $100,000, or the total of deductive items of work in the change order exceeds $100,000, and the net price of the change order is less than $100,000, the requirements of subdivision (4) of this subsection shall be applicable.

(*l*) **Subcontracts under Construction Contracts.**

(1) The award or execution of subcontracts by a prime contractor under a construction contract awarded to the prime contractor by the municipality and the procurement and negotiation procedures used by prime contractors in awarding or executing subcontracts are not required to comply with any of the provisions, selection procedures, policies or principles set forth in subsection (h) or (j) of this section, except those specifically stated in this section. In addition, the bid protest procedures in subsection (o) of this section are not available to parties executing subcontracts with prime contractors, except as specifically

provided in subsection (o) of this section.

(2) The award or execution of subcontracts by a prime contractor under a formally advertised, competitively bid, fixed price construction contract awarded to the prime contractor by the municipality, and the procurement and negotiation procedures used by such prime contractors in awarding or executing such subcontracts shall comply with any municipality procurement system, state, small, minority and women's business policy (section 22a-482-4 (h) (9)), negotiation of contract amendments (section 22a-482-4 (k)), and subdivisions (8) and (9) of section 22a-482-4 (g).

(m) **Progress Payments to Contractors.**

(1) Except as state law otherwise provides, municipalities shall make prompt progress payments to prime contractors and prime contractors should make prompt progress payments to subcontractors and suppliers for eligible construction, material, and equipment costs, including those of undelivered, specifically manufactured equipment, incurred under a contract under this program. The Clean Water Fund shall only be obligated to pay the municipality amounts that the municipality is actually going to pay contractors.

(2) Conditions of Progress Payments. For purposes of this subsection, progress payments are defined as follows:

(A) payments for work in place; or

(B) payments for materials or equipment which have been delivered to the construction site, or which are stockpiled in the vicinity of the construction site, in accordance with the terms of the contract, when conditional or final acceptance is made by or for the municipality. The municipality shall assure that items for which progress payments have been made are adequately insured and are protected through appropriate security measures. Costs of such insurance and security are allowable costs; or

(C) payments for undelivered, specifically manufactured items or equipment (excluding off-the-shelf or catalog items) as work on them progresses. Such payments shall be made if provisions therefor are included in the bid and contract documents. Such provisions may be included at the option of the municipality only when all of the following conditions exist:

(i) the equipment is so designated in the project specifications;

(ii) the equipment to be specifically manufactured for the project could not be readily utilized on, nor diverted to, another job; and

(iii) a fabrication period of more than 6 months is anticipated.

(3) Protection of Progress Payments Made for Specifically Manufactured Equipment. The municipality shall assure protection of the state's interest in progress payments made for items or equipment referred to in subparagraph (2) (C) of this subsection. The protection shall be acceptable to the municipality and shall take the form of:

(A) securities negotiable without recourse, condition or restrictions, a progress payment bond, or an irrevocable letter of credit provided to the municipality through the prime contractor by the subcontractor or supplier; and

(B) for items or equipment in excess of $200,000 in value which are manufactured in a jurisdiction in which the Uniform Commercial Code is applicable, the creation and perfection of a security interest under the Uniform Commercial Code which is reasonably adequate to protect the interests of the municipality.

(4) Limitations on Progress Payments for Specifically Manufactured Equipment.

(A) Progress payments made for specifically manufactured equipment or items shall be limited to the following:

(i) a first payment upon submission by the prime contractor of shop drawings for the equipment or items in an amount not exceeding 15 percent of the contract or item price plus appropriate and allowable higher tier costs; and

(ii) subsequent to the municipality's release or approval for manufacture, additional payments not more frequently than monthly thereafter up to 75 percent of the contract or item price plus appropriate and allowable higher tier costs. However, payment may also be made in accordance with the contract and grant terms and conditions for ancillary onsite work before delivery of the specifically manufactured equipment or items.

(B) In no case may progress payments for undelivered equipment or items under subparagraphs (A) (i) or (A) (ii) of this subdivision be made in an amount greater than 75 percent of the cumulative incurred costs allocable to contract performance with respect to the equipment or items. Submission of a request for any such progress payments shall be accompanied by a certification furnished by the fabricator of the equipment or item that the amount of progress payment claimed constitutes not more than 75 percent of cumulative incurred costs allocable to contract performance and, in addition, in the case of the first progress payment request, a certification that the amount claimed does not exceed 15 percent of the contract or item price quoted by the fabricator.

(C) As used in this subsection, the term "costs allocable to contract performance" with respect to undelivered equipment or items includes all expenses of contract performance which are reasonable, allocable to the contract, consistent with sound and generally accepted accounting principles and practices consistently applied and which are not excluded by the contract.

(5) Enforcement. A subcontractor or supplier which is determined by the Commissioner to have frustrated the intent of the provisions regarding progress payments for major equipment or specifically manufactured equipment through intentional forfeiture of its bond or failure to deliver the equipment may be determined nonresponsible and ineligible for further work under state funded projects.

(6) Contract Provisions. Where applicable, appropriate provisions regarding progress payments shall be included in each contract and subcontract.

(7) Implementation. The foregoing progress payments policy should be implemented in invitations for bids for projects funded by the Clean Water Fund. If provision for progress payments is made after contract award, it shall be for consideration that the municipality deems adequate.

(n) **Retention from Progress Payments.**

(1) The municipality may retain a portion of the amount otherwise due the contractor. The amount the municipality retains shall be limited to the following:

(A) withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

(B) when work is 50 percent complete, reduction of the withholding to 2 percent of the dollar value of all work satisfactorily completed to date, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding;

(C) when the work is substantially complete (operational or beneficial occupancy), the

withheld amount shall be further reduced below 2 percent to only that amount necessary to assure completion;

(D) the municipality may reinstate up to 5 percent withholding if the municipality determines, at its discretion, that the contractor is not making satisfactory progress or there is other specific cause for such withholding; and

(E) the municipality may accept securities, negotiable without recourse, condition or restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the contractor instead of all or part of the cash retainage.

(2) The requirements set out in subdivision (1) of this subsection shall be implemented with respect to all construction projects. Appropriate provision to assure compliance with these requirements shall be included in the bid documents for such projects initially or by addendum before the bid submission date and as a special condition in the funding agreement or in an amendment which is issued by the Commissioner.

(3) A municipality which delays disbursement to contractors of funds will be required to credit to the Clean Water Fund all interest earned on those funds and will be responsible for any and all tax law violations which occur as a result of their actions.

(o) **Protests.**

(1) General. A protest based upon an alleged violation of the procurement requirements may be filed against a municipality's procurement action by a party with an adversely affected direct financial interest. Any such protest must be received by the municipality within the time period in subparagraph (2) (A) of this subsection. The municipality is responsible for resolution of the protest before taking the protested action, in accordance with subdivision (4) of this subsection, except as otherwise provided by subdivision (9) of this subsection or subparagraph (j) (2) (H) (v).

(2) Time Limitations.

(A) A protest under subdivision (4) of this subsection should be made as early as possible during the procurement process to avoid disruption of, or unnecessary delay to, the procurement process. A protest authorized by subdivision (4) of this subsection shall be received by the municipality within one week after the basis for the protest is known or should have been known, whichever is earlier.

(i) In the case of an alleged violation of the specification requirements of subdivision (h) (12) of this section (e.g., that a product fails to qualify as an "or equal"), a protest need not be filed prior to the opening of bids. The municipality may resolve the issue before receipt of bids or proposals through a written or other formal determination, after notice and opportunity to comment is afforded to any party with a direct financial interest.

(ii) When an alleged violation of the specification requirements of subdivision (h) (12) of this section first arises subsequent to the receipt of bids or proposals, the municipality shall make a determination on the protest, if the protest was received by the municipality within one week of the time that the municipality's written or other formal notice is first received.

(B) A protest authorized under this subsection shall be filed in a court of competent jurisdiction within the locality of the municipality within one week after the complainant has received the municipality's determination.

(C) If a protest is mailed, the complaining party bears the risk of nondelivery within the

required time period. All documents transmitted in accordance with this section shall be mailed (by certified mail return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt. Initiation of protest actions under subdivisions (4) or (5) of this subsection may be made by brief telegraphic notice accompanied by prompt mailing or other delivery of a more detailed statement of the basis for the protest. Telephone protests will not be considered.

(3) Other Initial Requirements.

(A) The initial protest document shall briefly state the basis for the protest and should:

(i) refer to the specific portions of sections 22a-482-1 to 22a-482-4 which allegedly prohibit the procurement action;

(ii) specifically request a determination pursuant to this section;

(iii) identify the specific procurement document(s) or portion(s) of them in issue; and

(iv) include the name, telephone number, and address of the person representing the protesting party.

(B) The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the determination of the protest (all bidders or proposers who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained) and to the Commissioner.

(4) Municipality Determination.

(A) The municipality is responsible for the initial resolution of protests based upon alleged violations of the procurement requirements.

(B) When the municipality receives a timely written protest, it must defer the protested procurement action in accordance with subdivision (7) of this subsection; and:

(i) afford the complaining party and interested parties an opportunity to present arguments in support of their views in writing or at a conference or other suitable meeting (such as a city council meeting);

(ii) inform the complainant and other interested parties of the procedures which the municipality will observe for resolution of the protest;

(iii) obtain an appropriate extension of the period for acceptance of the bid and bid bond(s) of each interested party, where applicable (failure to agree to a suitable extension of such bid and bid bond(s) by the party which initiated the protest shall be cause for summary dismissal of the protest by the municipality or the Commissioner); and

(iv) promptly deliver (by certified mail, return receipt requested, or by personal delivery) its written determination of the protest to the complaining party and to each other participating party.

(C) The municipality's determination shall be accompanied by a legal opinion addressing issues arising under state or local law, if any and, when construction is involved, by an engineering report, if appropriate.

(D) The municipality should decide the protest as promptly as possible, generally within 3 weeks after receipt of a protest, unless extenuating circumstances require a longer period of time for proper resolution of the protest.

(5) Procedures.

(A) Where resolution of an issue properly raised with respect to a procurement

requirement necessitates prior or collateral resolution of a legal issue arising under state or local law and such law is not clearly established in published legal decisions of the state or other relevant jurisdiction, the municipality may rely upon:

(i) an opinion of the municipality's legal counsel adequately addressing the issue; or

(ii) the established or consistent practice of the municipality, to the extent appropriate; or

(iii) the law of other local jurisdictions as established in published legal decisions; or

(iv) if none of the foregoing adequately resolve the issue, published decisions of the Comptroller General of the United States (U.S. General Accounting Office) or of the federal or state courts addressing federal or state requirements comparable to procurement requirements of this section.

(B) A party who submits a document subsequent to initiation of a protest proceeding shall simultaneously furnish each of the other parties with a copy of such document.

(C) The procedures established herein are not intended to preclude informal resolution or voluntary withdrawal of protests. A complainant may withdraw its appeal at any time and the protest proceedings shall thereupon be terminated.

(D) A protest may be dismissed for failure to comply with procedural requirements set forth in this section.

(6) Burden of Proof.

(A) In protest proceedings, if the municipality proposes to award a formally advertised, competitively bid, fixed price contract to a party who has submitted the apparent lowest price, the party initiating the protest will bear the burden of proof.

(B) In protest proceedings:

(i) if the municipality proposes to award a formally advertised, competitively bid, fixed price contract to a bidder other than the bidder which submitted the apparent lowest price, the municipality shall bear the burden of proving that its determination concerning responsiveness is in accordance with Section 22a-482-1 to 22a-482-4; and

(ii) if the basis for the municipality's determination is a finding of nonresponsibility, the municipality shall establish and substantiate the basis for its determination and shall adequately establish that such determination has been made in good faith.

(7) Deferral of Procurement Action. Upon receipt of a protest, the municipality shall defer the protested procurement action (for example, defer the issuance of solicitations, contract award, or issuance of notice to proceed under a contract) until ten days after delivery of its determination to the participating parties. The municipality may receive or open bids at its own risk, if it considers this to be in its best interest. When the Commissioner has received a written protest, he or she shall notify the municipality promptly to defer its protested procurement action until notified of the formal or informal resolution of the protest.

(8) Enforcement. Noncompliance with the procurement provisions by the municipality shall be cause for enforcement action in accordance with one or more of the provisions of subdivision (h) (23) of this section.

(9) Limitation. A protest may not be filed with respect to the following:

(A) issues not arising under the procurement provisions; or

(B) issues relating to the selection of a consulting engineer, provided that a protest may

be filed only with respect to the mandatory procedural requirements of subsection (i) of this section; or

(C) issues primarily determined by local law or ordinance and as to which the Commissioner, upon review, determines that there is no contravening state requirement and that the municipality's action has a rational basis; or

(D) provisions of state regulations applicable to direct state contracts unless such provisions are explicitly referred to or incorporated in section 22a-482; or

(E) basic project design determinations; or

(F) award of subcontracts or issuance of purchase orders under formally advertised, competitively bid, lump sum construction contracts. However, protests may be made to alleged violations of the following:

(i) specification requirements of subdivision (h) (12) of this section; or

(ii) provisions applicable to the procurement procedures, negotiation or award of subcontracts or issuance of purchase orders under subsection (1) of this section.

(p) **Funding Assistance Conditions.** Financing for pollution abatement facilities shall be subject to the following conditions:

(1) Municipality Responsibilities.

(A) Review or approval of engineering reports, plans and specifications or other documents by the Commissioner is for administrative purposes only and does not relieve the municipality of its responsibility to properly plan, design, build and effectively operate and maintain the pollution abatement facilities described in the funding assistance agreement as required under law, regulations, permits, and good management practices. The Commissioner is not responsible for increased building costs resulting from defects in the plans, design drawings and specifications or other subagreement documents.

(B) By its acceptance of financing, the municipality agrees to complete the pollution abatement facilities in accordance with the engineering report, plans and specifications and related documents approved by the Commissioner and to maintain and operate the pollution abatement facilities to meet the enforceable requirements of the permit issued pursuant to section 22a-430 of the Connecticut General Statutes for the design life of the pollution abatement facilities. The Commissioner may seek specific enforcement or recovery of funds from the municipality, or take other appropriate action if he or she determines that the municipality has failed to make good faith efforts to meet its obligations under the grant/loan agreement.

(C) The municipality agrees to pay the non-state costs of the pollution abatement facilities construction associated with the project and commits itself to complete the construction of the operable pollution abatement facilities and the complete pollution abatement facilities of which the project is a part.

(2) Nondiscrimination. All contracts are subject to the Governor's Executive Order No. Three and to the guidelines and rules issued by the State Labor Commission to implement Executive Order No. Three.

(3) Wage Rates. Contracts involving construction work are subject to the appropriate state wage rates issued by the State Labor Commissioner and federal wage rates issued by the United States Department of Labor.

(4) Access. The municipality shall insure that the Commissioner and his or her duly

authorized agents shall have access to the project work whenever it is in preparation or progress. The municipality shall provide proper facilities for access and inspection. The municipality shall allow any authorized agent of the state to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, copies and transcriptions. The municipality shall insure that a party to a subagreement shall provide access to the project work, sites, documents, and records.

(5) Project Changes.

(A) Minor changes in the project work that are consistent with the objectives of the project and within the scope of the funding agreement do not require the execution of a formal amendment before the municipality's implementation of the change. However, if such changes increase the costs of the project, the amount of the funding provided by the funding agreement may only be increased by a formal amendment.

(B) The municipality shall receive from the Commissioner a formal amendment before implementing changes which:

(i) alter the project performance standards; or

(ii) alter the type of treatment facilities provided by the project; or

(iii) delay or accelerate the project schedule; or

(iv) substantially alter the engineering report, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project.

(6) Operation and Maintenance.

(A) The municipality shall make provisions satisfactory to the Commissioner for assuring economical and effective operation and maintenance of the pollution abatement facilities in accordance with a plan of operation approved by the Commissioner.

(B) The Commissioner shall not pay more than 50 percent of the grant share of any project unless the municipality has an approved final plan of operation and shall not pay more than 90 percent of the grant share of any project unless the municipality has an approved operation and maintenance manual.

(7) Adoption of User Charge System and Sewer Use Ordinance.

The municipality shall adopt the sewer use ordinance and implement the user charge system developed under subsections (e) and (f) of 22a-482-3 and approved by the Commissioner before the pollution abatement facilities are placed in operation. Further, the municipality shall implement the user charge system and sewer use ordinance for the useful life of the pollution abatement facilities.

(8) Value Engineering.

The municipality shall comply with the applicable requirements of section 22a-482-3 (d) for value engineering.

(9) Project Initiation and Completion.

(A) The municipality shall expeditiously initiate and complete the project in accordance with the project schedule contained in the funding agreement.

(B) The municipality shall initiate procurement action for building the project promptly after the award of financing. The Commissioner may annul or terminate the funding agreement if the municipality has not awarded the subagreements and issued a notice to proceed, where one is required, for building all significant elements of the project within

twelve (12) months of the closing. Failure to promptly award all subagreement(s) for building the project shall result in a limitation on allowable grant costs.

(10) Municipality Responsibility for Project Performance.

(A) The municipality shall select the engineer or engineering firm principally responsible for either supervising construction or providing architectural and engineering services during construction as the prime engineer to provide the following services during the first year following the initiation of operation:

(i) direct the operation of the project and revise the operation and maintenance manual for the project as necessary to accommodate actual operating experience;

(ii) train or provide for training of operating personnel, including the preparation of curricula and training material for operating personnel; and

(iii) advise the municipality whether the project is capable of meeting the project performance standards.

(B) On the date one year after the initiation of operation of the project the municipality shall certify to the Commissioner whether the project is capable of meeting the project performance standards. If the project does not meet the project performance standards, the municipality shall submit the following:

(i) a corrective action report which includes an analysis of the cause of the project's inability to meet the performance standards (including infiltration/inflow reduction) and estimates of the nature, scope and cost of the corrective action necessary to bring the project into compliance. Such corrective action report shall be prepared at other than state expense;

(ii) the schedule for undertaking, in a timely manner, the corrective action necessary to bring the project into compliance; and

(iii) the scheduled date for certifying to the Commissioner that the project is capable of meeting the project performance standards.

(C) Corrective action necessary to bring a project into compliance with the project performance standards shall be undertaken by the municipality at other than state expense.

(D) Nothing in this section shall be construed to prohibit a municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing project work.

(11) Final Inspection. The municipality shall notify the Commissioner of the completion of project construction and the Commissioner shall cause final inspection to be made within 60 days of receipt of the notice. When final inspection is completed and the Commissioner determines that the treatment works have been satisfactorily constructed, in accordance with the funding assistance agreement, the municipality may make a request for final payment under subdivision (s) (5) of this section.

(q) **Financial Assistance Agreement Amendments.**

(1) Agreements may be amended for project changes in accordance with this subsection. No agreement may be amended to increase the amount of assistance unless the funds are available for obligation. A formal amendment shall be effected only by a written amendment to the agreement.

(2) For financial assistance awarded under Sections 22a-482-1 to 22a-482-4, an amendment to increase the amount may be made for:

(A) change orders, claims and arbitration settlements; or

(B) revised bid documents; or

(C) project changes required by the Commissioner; or

(D) increased costs on architectual/engineering agreements.

(r) **Enforcement.** If the Commissioner determines that the municipality has failed to comply with any provision of these regulations, he or she may impose any of the following:

(1) the grant portion of the financing may be withheld under subdivisions (t) (3) or (t) (4) of this section.

(2) grant project costs directly related to the noncompliance may be disallowed; or

(3) project work may be suspended; or

(4) a noncomplying municipality may be found nonresponsible or ineligible for future state assistance; or

(5) an injunction may be entered or other equitable relief afforded by a court of appropriate jurisdiction; or

(6) such other administrative or judicial action may be instituted as is legally available and appropriate.

(s) **Grant and Loan Payments.** The municipality shall be paid the allowable project costs incurred within the scope of an approved project and which are currently due and payable from the municipality (i.e. not including withheld or deferred amounts), up to the amount set forth in the agreement and any amendments thereto. Payments for engineering services shall be made in accordance with subsection (f) of this section and payments for construction contracts shall be made in accordance with subsections (m) and (n) of this section. All allowable costs incurred before initiation of construction of the project shall be claimed in the application for assistance for that project before the award of the assistance or no subsequent payment shall be made for the costs.

(1) Initial Request for Payment. Upon award of financial assistance, the municipality may request payment for the unpaid share of allowable project costs incurred before the award. Payment for such costs shall be made in accordance with the negotiated payment schedule included in the agreement.

(2) Interim Requests for Payment. The municipality may submit requests for payments for allowable costs in accordance with the negotiated payment schedule included in the agreement. Generally, payments shall be made within 13 days after receipt of a request for payment.

(3) Adjustment. At any time before final payment under the agreement, the Commissioner may cause any request(s) for payment to be reviewed or audited and make appropriate adjustment.

(4) Refunds, Rebates, Credits, etc. The state share of any refunds, rebates, credits or other amounts (including any interest) that accrue to or are received by the municipality for the project, and that are properly allocable to costs which the municipality has received funding assistance shall be credited to the current state allotment. Reasonable expenses incurred by the municipality for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable when approved by the Commissioner.

(5) Final Payment. After completion of final inspection under subdivision (p) (11) of this section, receipt and approval of the request for payment which the municipality designates as the "final payment request," and the municipality is deemed in compliance

with all applicable requirements of the funding agreement, the Commissioner shall pay to the municipality any balance of the share of allowable project costs which has not already been paid. The municipality must submit the final payment request within six (6) months of the scheduled completion.

(6) Assignment and Release. By its acceptance of final payment, the municipality agrees to assign to the state the state share of refunds, rebates, credits or other amounts, including any interest, properly allocable to costs for which the municipality has been paid by the state under the assistance agreement. The municipality thereby also releases and discharges the state, its officers, agents and employees from all liabilities, obligations, and claims arising out of the project work subject only to exceptions previously specified in writing between the Commissioner and the municipality.

(7) Audit Upon Completion of the Project. The municipality shall certify to the state that the project has been completed in accordance with the final plans and specifications approved by the Commissioner. The municipality shall within 90 days of such certification, prepare an audit of the project performed by an independent public accountant meeting the requirements of section 7-394a and 7-396a of the Connecticut General Statutes. Such audit shall be performed in accordance with generally accepted accounting principles and shall identify any expenditures made by the municipality not in conformance with the agreement. The municipality further agrees that the auditors of Public Accounts of the state shall have access to all records and accounts of the municipality concerning the project. To provide such access the municipality agrees that it shall preserve all its records and accounts concerning the project for a period of 3 years after the date such audit is delivered to the state.

(t) **Administrative Changes.**

(1) Transfer of Agreements; Change of Name Agreements. Transfer of an agreement and change of name agreements require the prior written approval of the Commissioner. The municipality may not approve any transfer of an agreement without the concurrence of the Commissioner. The Commissioner shall prepare the necessary transfer documents upon receipt of appropriate information and documents submitted by the municipality.

(2) Suspension of Work (Stop Work Orders). Work on a project or on a portion or phase of a project for which funding assistance has been awarded may be ordered stopped by the Commissioner.

(A) Use of Stop-Work Orders. Work stoppage may be required for good cause such as default by the municipality, failure to comply with the terms and conditions of the funding agreement, realignment of programs, lack of adequate funding, or advancements in the state of the art. Inasmuch as stop-work orders may result in increased costs to the state by reason of standby costs, such orders will be issued only after a review by the Commissioner. Generally, use of a stop-work order shall be limited to those situations where it is advisable to suspend work on the project or a portion or phase of the project for important program or agency considerations and a supplemental agreement providing for such suspension is not feasible. Although a stop-work order may be used pending a decision to terminate by mutual agreement or for other cause, it shall not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

(B) Contents of stop-work orders should be discussed with the municipality and should

be appropriately modified in light of such discussions. Stop-work orders should include a clear description of the work to be suspended, instructions as to the issuance of further orders by the municipality for materials or services, guidance as to action to be taken on subagreements, and other suggestions to the municipality for minimizing costs.

(C) Issuance of Stop-Work Order. After appropriate review of the proposed action has occurred, the Commissioner may, by written order to the municipality, require the municipality to stop all or any part of the project work for a period of not more than forty-five (45) days after the order is delivered to the municipality, and for any further period to which the parties may agree. The Commissioner shall prepare the necessary documents for the stop-work order. Any such order shall be specifically identified as a stop-work order issued pursuant to this subdivision.

(D) Effect of Stop-Work Order.

(i) Upon receipt of a stop-work order, the municipality shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period or within any extension of that period to which the parties shall have agreed, the state shall either cancel the stop-work order, in full or in part, terminate the work covered by such order as provided in subdivision (t) (3) of this section or authorize resumption of work.

(ii) If a stop-work order is cancelled or the period of the order or any extension thereof expires, the municipality shall promptly resume the previously suspended work. An equitable adjustment shall be made in the grant period, the project period, the grant amount, the funding assistance amount, or all of these, and the funding assistance instrument shall be amended accordingly if the stop-work order results in an increase in the time required for, or an increase in the municipality's cost properly allocable to, the performance of any part of the project and the municipality asserts a written claim for such adjustment within sixty (60) days after the end of the period of work stoppage.

(iii) If a stop-work order is not cancelled and the grant-related project work covered by such order is within the scope of a subsequently-issued termination order, the reasonable cost resulting from the stop-work order shall be allowed in arriving at the termination settlement.

(iv) Costs incurred by the municipality, its contractors, subcontractors, or representatives, after a stop-work order is delivered, or within any extension of the stop-work period to which the parties shall have agreed, with respect to the project work suspended by such order or agreement which are not authorized by this section or specifically authorized in writing by the Commissioner, shall not be allowable costs.

(3) Termination of Funding Agreements. A funding agreement may be terminated in whole or in part by the Commissioner in circumstances where good cause can be demonstrated.

(A) Termination Agreement. The parties may enter into an agreement to terminate the funding agreement at any time pursuant to terms which are consistent with these regulations. The agreement shall establish the effective date of termination of the project, the basis for settlement of termination costs, the amount and date of payment of any sums due either party, and the schedule of repayment of all sums borrowed from the Clean Water Fund by the municipality. The Commissioner shall prepare the necessary termination documents.

(B) Project Termination by Municipality. A municipality may not unilaterally terminate the project work except for good cause. The municipality shall promptly give written notice to the Commissioner of any complete or partial termination of the project work by the municipality. If the Commissioner determines that there is good cause for the termination of all or any portion of a project, he or she may enter into a termination agreement or unilaterally terminate, effective with the date of cessation of the project work by the municipality. If the Commissioner determines that a municipality has ceased work on the project without good cause, he or she may unilaterally terminate or annual the agreement.

(C) Termination by Commissioner.

(i) Notice of Intent to Terminate. The Commissioner shall give not less than ten (10) days written notice to the municipality of intent to terminate a funding agreement in whole or in part.

(ii) Termination Action. The municipality shall be afforded an opportunity for consultation prior to any termination. After the Commissioner has been informed of any expressed views of the municipality and concurs in the proposed termination, the Commissioner may, in writing, terminate the agreement in whole or in part.

(iii) Basis for Termination. An agreement may be terminated by the Commissioner for good cause subject to negotiation and payment of appropriate termination settlement costs.

(D) Effect of Termination. Upon termination, the municipality shall refund or credit to the state any funds paid or owed to the municipality and allocable to the terminated project work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The municipality shall not make any new commitment without state approval. The municipality shall reduce the amount of outstanding commitments insofar as possible and report to the Commissioner the uncommitted balance of funds awarded under the funding agreement.

(4) Annulment of Agreement.

The Commissioner may annul the funding agreement if he or she determines that there has been no substantial performance of the project work without good cause, there is convincing evidence the funding assistance was obtained by fraud, or there is convincing evidence of gross abuse or corrupt practices in the administration of the project. In addition to such remedies as may be available to the state under state or local law, all funds previously paid to the municipality shall be returned or credited to the state and no further payments shall be made to the municipality.

(5) Deviations. The Commissioner is authorized to approve deviations from requirements of Sections 22a-482-1 to 22a-482-4, when he or she determines that such deviations are essential to effect necessary actions or where special circumstances make such deviations in the best interest of the state.

(A) Request for Deviation. A request for a deviation shall be submitted in writing to the Commissioner as far in advance as the exigencies of the situation will permit. Each request for a deviation shall contain at a minimum:

(i) the name of the municipality, the project identification number, and the dollar value, if appropriate;

(ii) identification of the section of Sections 22a-482-1 to 22a-482-4 from which a deviation is sought;

(iii) an adequate description of the deviation and the circumstances in which it shall be used, including all appropriate justification for the deviation request; and

(iv) a statement as to whether the same or a similiar deviation has been requested previously and, if so, circumstances of the previous request.

(B) Approval of Deviation. Deviations may be approved only by the Commissioner. A copy of each such written approval shall be retained in the official state project file.

(Effective March 5, 1992)

Attachment F-4

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

Executive Order 3

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STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or

subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, re1igious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted

in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the l969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public of private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

(1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

(2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein,

appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.

(3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

(4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for fixture compliance approved by the contracting agency.

(5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

(6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify *him* of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program, for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from, further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

Thomas J. Meskill, GOVERNOR

Filed this ____ day of June, 1971.

SECRETARY OF THE STATE
(DEPUTY)

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Attachment F-5

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

Executive Order 16

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State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

   The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

   Therefore, except as may be required as a condition of employment¾

   - No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
   - No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
   - No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

   Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

   Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.

JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.

SUSAN BYSIEWICZ, Secretary of the State

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Attachment F-6

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

Executive Order 17

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STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered,

NOW, THEREFORE, I THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the State or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organizations from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of the Order.

V

The Labor Commissioner shall be and is hereby empowered to insect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

a. The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
b. Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

Thomas J. Meskill, GOVERNOR

Filed this 15th day of February, 1973.

SECRETARY OF THE STATE
(DEPUTY)

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Attachment F-7

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

Executive Order 11246

For historical reasons, these laws and executive orders are presented as originally passed by Congress or issued by the President. For the current texts of the laws we enforce, as amended, please see ***Laws Enforced by EEOC*** **(https://www.eeoc.gov/laws)** *.*

Executive Order No. 11246

September 28, 1965, 30 F.R. 12319

EQUAL EMPLOYMENT OPPORTUNITY

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

PART I----NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

Section 101. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all qualified persons, to prohibit discrimination in employment because of race, creed, color, or national origin, and to promote the full realization of equal employment opportunity through a positive, continuing program in each executive department and agency. The policy of equal opportunity applies to every aspect of Federal employment policy and practice.

Sec. 102. The head of each executive department and agency shall establish and maintain a positive program of equal employment opportunity for all civilian

employees and applicants for employment within his jurisdiction in accordance with the policy set forth in Section 101.

Sec. 103. The Civil Service Commission shall supervise and provide leadership and guidance in the conduct of equal employment opportunity programs for the civilian employees of and applications for employment within the executive departments and agencies and shall review agency program accomplishments periodically. In order to facilitate the achievement of a model program for equal employment opportunity in the Federal service, the Commission may consult from time to time with such individuals, groups, or organizations as may be of assistance in improving the Federal program and realizing the objectives of this Part.

Sec. 104. The Civil Service Commission shall provide for the prompt, fair, and impartial consideration of all complaints of discrimination in Federal employment on the basis of race, creed, color, or national origin. Procedures for the consideration of complaints shall include at least one impartial review within the executive department or agency and shall provide for appeal to the Civil Service Commission.

Sec. 105. The Civil Service Commission shall issue such regulations, orders, and instructions as it deems necessary and appropriate to carry out its responsibilities under this Part, and the head of each executive department and agency shall comply with the regulations, orders, and instructions issued by the Commission under this Part.

PART II NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

SUBPART A DUTIES OF THE SECRETARY OF LABOR

Sec. 201. The Secretary of Labor shall be responsible for the administration of Parts II and III of this Order and shall adopt such rules and regulations and issue such orders as he deems necessary and appropriate to achieve the purposes thereof.

SUBPART B CONTRACTORS' AGREEMENTS

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

> "During the performance of this contract, the contractor agrees as follows:
>
> "(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
>
> "(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
>
> "(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
>
> "(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders

of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Sec. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain

such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, creed, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.

Sec. 204. The Secretary of Labor may, when he deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers or workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by the rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: Provided, That such an exemption will not interfere with or impede the effectuation of the purposes of this Order: And provided further, That in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

SUBPART C POWERS AND DUTIES OF THE SECRETARY OF LABOR AND THE CONTRACTING AGENCIES

Sec. 205. Each contracting agency shall be primarily responsible for obtaining compliance with the rules, regulations, and orders of the Secretary of Labor with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Secretary of Labor in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the rules, regulations, and orders of the Secretary of Labor issued pursuant to this Order. They are directed to cooperate with the Secretary of Labor and to furnish the Secretary of Labor such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate, from among the agency's personnel, compliance officers. It shall be the duty of such officers to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

Sec. 206. (a) The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor, or initiate such investigation by the appropriate contracting agency, to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such

investigation shall be conducted in accordance with the procedures established by the Secretary of Labor and the investigating agency shall report to the Secretary of Labor any action taken or recommended.

(b) The Secretary of Labor may receive and investigate or cause to be investigated complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section of 202 of this Order. If this investigation is conducted for the Secretary of Labor by a contracting agency, that agency shall report to the Secretary what action has been taken or is recommended with regard to such complaints.

Sec. 207. The Secretary of Labor shall use his best efforts, directly and through contracting agencies, other interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

Sec. 208. (a) The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(a) (6) shall be made without affording the contractor an opportunity for a hearing.

SUBPART D SANCTIONS AND PENALTIES

Sec. 209. (a) In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary or the appropriate contracting agency may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) Cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the contracting agency.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Under rules and regulations prescribed by the Secretary of Labor, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under Subsection (a) (2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under Subsection (a) (5) of this

Section for failure of a contractor or subcontractor to comply with the contract provisions of this Order.

Sec. 210. Any contracting agency taking any action authorized by this Subpart, whether on its own motion, or as directed by the Secretary of Labor, or under the rules and regulations of the Secretary, shall promptly notify the Secretary of such action. Whenever the Secretary of Labor makes a determination under this Section, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall take such action and shall report the results thereof to the Secretary of Labor within such time as the Secretary shall specify.

Sec. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contra tor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor or, if the Secretary so authorizes, to the contracting agency.

Sec. 212. Whenever a contracting agency cancels or terminates a contract, or whenever a contractor has been debarred from further Government contracts, under Section 209(a) (6) because of noncompliance with the contract provisions with regard to nondiscrimination, the Secretary of Labor, or the contracting agency involved, shall promptly notify the Comptroller General of the United States. Any such debarment may be rescinded by the Secretary of Labor or by the contracting agency which imposed the sanction.

SUBPART E CERTIFICATES OF MERIT

Sec. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

Sec. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

Sec. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

PART III NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

Sec. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the administering department or agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations, and relevant orders of the Secretary, (2) to obtain and to furnish to the administering department or agency and to the Secretary of Labor such information as they may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violations of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the administering department or agency pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

Sec. 302. (a) "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of

buildings, highways, or other improvements to real property.

(b) The provisions of Part II of the Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he becomes a recipient of such Federal assistance.

Sec. 303. (a) Each administering department or agency shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor, and to furnish the Secretary such information and assistance as he may require in the performance of his functions under this Order.

(b) In the event an applicant fails and refuses to comply with his undertakings, the administering department or agency may take any or all of the following actions: (1) cancel, terminate, or suspend in whole or in part the agreement, contract, or other arrangement with such applicant with respect to which the failure and refusal occurred; (2) refrain for extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and (3) refer the case to the Department of Justice for appropriate legal proceedings.

(c) Any action with respect to an applicant pursuant to Subsection (b) shall be taken in conformity with Section 602 of the Civil Rights Act of 1964 (and the regulations of the administering department or agency issued thereunder), to the extent applicable. In no case shall action be taken with respect to an applicant pursuant to Clause (1) or (2) of Subsection (b) without notice and opportunity for hearing before the administering department or agency.

Sec. 304. Any executive department or agency which imposes by rule, regulation or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports and procedures as would tend to bring the administration of such requirements into

conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

PART IV - MISCELLANEOUS

Sec. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order, except authority to promulgate rules and regulations of a general nature.

Sec. 402. The Secretary of labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

Sec. 403. (a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Civil Service Commission and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

Sec. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

Sec. 405. This Order shall become effective thirty days after the date of this Order.

Lyndon B. Johnson
The White House
September 24, 1965

Attachment F-8

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

Executive Order 11246 (amended January 21, 2025)

PRESIDENTIAL ACTIONS

ENDING ILLEGAL DISCRIMINATION AND RESTORING MERIT-BASED OPPORTUNITY

January 21, 2025

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered:

Section 1. Purpose. Longstanding Federal civil-rights laws protect individual Americans from discrimination based on race, color, religion, sex, or national origin. These civil-rights protections serve as a bedrock supporting equality of

opportunity for all Americans. As President, I have a solemn duty to ensure that these laws are enforced for the benefit of all Americans.

Yet today, roughly 60 years after the passage of the Civil Rights Act of 1964, critical and influential institutions of American society, including the Federal Government, major corporations, financial institutions, the medical industry, large commercial airlines, law enforcement agencies, and institutions of higher education have adopted and actively use dangerous, demeaning, and immoral race- and sex-based preferences under the guise of so-called "diversity, equity, and inclusion" (DEI) or "diversity, equity, inclusion, and accessibility" (DEIA) that can violate the civil-rights laws of this Nation.

Illegal DEI and DEIA policies not only violate the text and spirit of our longstanding Federal civil-rights laws, they also undermine our national unity, as they deny, discredit, and undermine the traditional American values of hard work, excellence, and individual achievement in favor of an unlawful, corrosive, and pernicious identity-based spoils system. Hardworking Americans who deserve a shot at the American Dream should not be stigmatized, demeaned, or shut out of opportunities because of their race or sex.

These illegal DEI and DEIA policies also threaten the safety of American men, women, and children across the Nation by diminishing the importance of individual merit, aptitude, hard work, and determination when selecting people for jobs and services in key sectors of American society, including all levels of government, and the medical, aviation, and law-enforcement communities. Yet in case after tragic case, the American people have witnessed first-hand the disastrous consequences of illegal, pernicious discrimination that has prioritized how people were born instead of what they were capable of doing.

The Federal Government is charged with enforcing our civil-rights laws. The

purpose of this order is to ensure that it does so by ending illegal preferences and discrimination.

Sec. 2. Policy. It is the policy of the United States to protect the civil rights of all Americans and to promote individual initiative, excellence, and hard work. I therefore order all executive departments and agencies (agencies) to terminate all discriminatory and illegal preferences, mandates, policies, programs, activities, guidance, regulations, enforcement actions, consent orders, and requirements. I further order all agencies to enforce our longstanding civil-rights laws and to combat illegal private-sector DEI preferences, mandates, policies, programs, and activities.

Sec. 3. Terminating Illegal Discrimination in the Federal Government. (a) The following executive actions are hereby revoked:
(i) Executive Order 12898 of February 11, 1994 (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations);
(ii) Executive Order 13583 of August 18, 2011 (Establishing a Coordinated Government-wide Initiative to Promote Diversity and Inclusion in the Federal Workforce);
(iii) Executive Order 13672 of July 21, 2014 (Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity); and
(iv) The Presidential Memorandum of October 5, 2016 (Promoting Diversity and Inclusion in the National Security Workforce).
(b) The Federal contracting process shall be streamlined to enhance speed and efficiency, reduce costs, and require Federal contractors and subcontractors to comply with our civil-rights laws. Accordingly:
(i) Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), is hereby revoked. For 90 days from the date of this order, Federal contractors may continue to comply with the regulatory scheme in

effect on January 20, 2025.

(ii) The Office of Federal Contract Compliance Programs within the Department of Labor shall immediately cease:

(A) Promoting “diversity”;

(B) Holding Federal contractors and subcontractors responsible for taking “affirmative action”; and

(C) Allowing or encouraging Federal contractors and subcontractors to engage in workforce balancing based on race, color, sex, sexual preference, religion, or national origin.

(iii) In accordance with Executive Order 13279 of December 12, 2002 (Equal Protection of the Laws for Faith-Based and Community Organizations), the employment, procurement, and contracting practices of Federal contractors and subcontractors shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate the Nation’s civil rights laws.

(iv) The head of each agency shall include in every contract or grant award:

(A) A term requiring the contractual counterparty or grant recipient to agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

(B) A term requiring such counterparty or recipient to certify that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

(c) The Director of the Office of Management and Budget (OMB), with the assistance of the Attorney General as requested, shall:

(i) Review and revise, as appropriate, all Government-wide processes, directives, and guidance;

(ii) Excise references to DEI and DEIA principles, under whatever name they may appear, from Federal acquisition, contracting, grants, and financial assistance procedures to streamline those procedures, improve speed and efficiency, lower costs, and comply with civil-rights laws; and

(iii) Terminate all "diversity," "equity," "equitable decision-making," "equitable deployment of financial and technical assistance," "advancing equity," and like mandates, requirements, programs, or activities, as appropriate.

Sec. 4. Encouraging the Private Sector to End Illegal DEI Discrimination and Preferences. (a) The heads of all agencies, with the assistance of the Attorney General, shall take all appropriate action with respect to the operations of their agencies to advance in the private sector the policy of individual initiative, excellence, and hard work identified in section 2 of this order.

(b) To further inform and advise me so that my Administration may formulate appropriate and effective civil-rights policy, the Attorney General, within 120 days of this order, in consultation with the heads of relevant agencies and in coordination with the Director of OMB, shall submit a report to the Assistant to the President for Domestic Policy containing recommendations for enforcing Federal civil-rights laws and taking other appropriate measures to encourage the private sector to end illegal discrimination and preferences, including DEI. The report shall contain a proposed strategic enforcement plan identifying:

(i) Key sectors of concern within each agency's jurisdiction;

(ii) The most egregious and discriminatory DEI practitioners in each sector of concern;

(iii) A plan of specific steps or measures to deter DEI programs or principles (whether specifically denominated "DEI" or otherwise) that constitute illegal discrimination or preferences. As a part of this plan, each agency shall identify up to nine potential civil compliance investigations of publicly traded corporations, large non-profit corporations or associations, foundations with assets of 500 million dollars or more, State and local bar and medical associations, and institutions of higher education with endowments over 1 billion dollars;

(iv) Other strategies to encourage the private sector to end illegal DEI discrimination and preferences and comply with all Federal civil-rights laws;

(v) Litigation that would be potentially appropriate for Federal lawsuits, intervention, or statements of interest; and
(vi) Potential regulatory action and sub-regulatory guidance.

Sec. 5. Other Actions. Within 120 days of this order, the Attorney General and the Secretary of Education shall jointly issue guidance to all State and local educational agencies that receive Federal funds, as well as all institutions of higher education that receive Federal grants or participate in the Federal student loan assistance program under Title IV of the Higher Education Act, 20 U.S.C. 1070 et seq., regarding the measures and practices required to comply with Students for Fair Admissions, Inc. v. President and Fellows of Harvard College, 600 U.S. 181 (2023).

Sec. 6. Severability. If any provision of this order, or the application of any provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of its provisions to any other persons or circumstances shall not be affected thereby.

Sec. 7. Scope. (a) This order does not apply to lawful Federal or private-sector employment and contracting preferences for veterans of the U.S. armed forces or persons protected by the Randolph-Sheppard Act, 20 U.S.C. 107 et seq.
(b) This order does not prevent State or local governments, Federal contractors, or Federally-funded State and local educational agencies or institutions of higher education from engaging in First Amendment-protected speech.
(c) This order does not prohibit persons teaching at a Federally funded institution of higher education as part of a larger course of academic instruction from advocating for, endorsing, or promoting the unlawful employment or contracting practices prohibited by this order.

Sec. 8. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department, agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to and does not create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

THE WHITE HOUSE,
January 21, 2025.

1600 Pennsylvania Ave NW
Washington, DC 20500

THE WHITE HOUSE

WH.GOV

Attachment F-9

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

Executive Order 12549

Executive Orders

Executive Order 12549--Debarment and suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.
(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.
(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:
(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.
(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.
(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a

particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Attachment F-10

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

CT General Statues 4a-60

EXHIBIT B

(a) CGS Section 4a-60. In accordance with Connecticut General Statutes Section 4a-60, as amended, and to the extent required by Connecticut law, **[NAME OF CONTRACTOR]** ("CONTRACTOR") agrees and warrants as follows: (1) in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut and further to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, status as a veteran, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved; (2) in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (the "CHRO"); (3) to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) to comply with each provision of Connecticut General Statutes Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR as relate to the provisions of Connecticut General Statutes Sections 4a-60 and 46a-56; and (6) to include provisions (1) through (5) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60.

(b) CGS Section 4a-60a. In accordance with Connecticut General Statutes Section 4a-60a, as amended, and to the extent required by Connecticut law, CONTRACTOR agrees and warrants as follows: (1) that in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the CHRO advising the labor union or workers' representative of the commitments of CONTRACTOR under Connecticut General Statutes Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Section 46a-56; (4) to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR which relate to the provisions of Connecticut General Statutes Sections 4a-60a and 46a-56; and (5) to include provisions (1) through (4) of this section in every subcontract or purchase order entered into by CONTRACTOR in order to fulfill any obligation of this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO and take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions in accordance with Connecticut General Statutes Section 4a-60a.

(c) Required Nondiscrimination Submissions. CONTRACTOR agrees and warrants that (1) it has delivered to CHEFA an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate or company policy in the form attached as _____ hereto; (2) if there is a change in the information contained in the most recently filed affidavit, CONTRACTOR will submit an updated affidavit not later than the earlier of the execution of a new contract with the state or a political subdivision of the state or thirty days after the effective date of such change; and (3) CONTRACTOR will deliver an affidavit to CHEFA annually, not later than fourteen days after the twelve-month anniversary of the most recently filed affidavit, stating that the affidavit on file with CHEFA is current and accurate.

Attachment F-11

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

Clean Water Memo 2019-003

Connecticut Department of
ENERGY &
ENVIRONMENTAL
PROTECTION

79 Elm Street • Hartford, CT 06106-5127 www.ct.gov/deep Affirmative Action/Equal Opportunity Employer

Clean Water Fund Memorandum (2019-003)

Disadvantaged Business Enterprise (DBE) Subcontractor Participation on Clean Water Fund (CWF) Projects for Construction Projects

I. PURPOSE

The municipality, through its prime contractor must make specified good faith efforts to attain the DBE goals as specified in this document in Section III. This is an administrative condition of the U.S. Environmental Protection Agency (EPA) Grant which funds CWF projects.

This memorandum supersedes the **Clean Water Fund Memorandum (2016-003)**

II. GOVERNING STATUTE OR REGULATION

General Compliance (Federal), 40 CFR, Part 33: The municipality, through its prime contractor must comply with the requirements of EPA's Program for Utilization of DBEs.

III. EPA REQUIREMENTS

The following clause shall be included in all construction contract documents and amendments for goods and services to be funded under the CWF:

The requirement for DBE subcontractor participation, expressed as a percentage of the total eligible contract amount, shall be a minimum of 8.0 percent with the following makeup:

Minority Business Enterprise (MBE): 3.0 percent
Woman Business Enterprise (WBE): 5.0 percent

Failure to meet or exceed the required percentage or submit acceptable documentation of the six good faith efforts may render a bid non-responsive and may cause the bid to be rejected.

IV. THE SIX GOOD FAITH EFFORTS AS SPECIFICALLY DEFINED BY EPA

The Six Good Faith Efforts are required methods employed by all Connecticut Department of Energy and Environmental Protection (DEEP) CWF recipients to ensure that all DBEs have the opportunity to compete for procurements funded by DEEP financial assistance dollars. The prime contractor is expected to employ the six good faith efforts throughout the entire project to insure that the DBE percentages are maintained or exceeded in the event that one DBE subcontractor needs to be substituted for another.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the Small Business Administration (SBA) (Federal) and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The prime contractor's certification as a DBE has no effect on this requirement. Therefore, if the prime contractor is a DBE, the Six Good Faith Efforts defined above must be employed in the procurement of subcontracts to be secured to achieve the MBE 3.0% and WBE 5.0% participation.

V. CERTIFICATION

A DBE must be certified at the time that the subcontract for their services is executed. A business that is pending new certification, recertification, or whose certification has expired **cannot** be counted toward the goals.

In the case where a subcontractor DBE is certified as both a MBE and a WBE (a woman who is also a member of a minority class):

1. The prime contractor may count the entire value of the subcontract as either a MBE or a WBE.

2. The prime contractor may choose to split the subcontract between the MBE and the WBE categories to fulfill both goals. If the prime contractor chooses this route:
   a. They must indicate the dollars to be apportioned to the categories either on the face of the copy of the fully executed subcontract submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) or by some other written method.
   b. The certification submitted to DEEP must indicate that the principal of the subcontractor is both a woman and a minority.
   c. For a certification that only identifies the subcontractor as a DBE, additional documentation is required as proof of dual status. In the case of Connecticut Department of Transportation (CTDOT), the detailed information page within their online database suffices as proof.

VI. ACCEPTABLE CERTIFICATION OPTIONS

1. **Connecticut Department of Administrative Services (DAS)** - DEEP will continue to accept DAS certification until such time as other State entities are identified whose certification processes meet the EPA criteria. DAS will only certify Connecticut based firms that meet the criteria under Connecticut General Statute 4a-60g.

2. **CTDOT** - Companies that desire to do business with CTDOT as well as the DEEP should seek CTDOT certification which will be accepted by the DEEP. DBE firms are advised that the certification process can take 90 days to complete. CTDOT will certify both in state as well as out of state firms.

3. **EPA** - In the event an entity cannot be certified by CTDOT as a DBE, that entity should seek certification with EPA. Such entities must provide EPA with evidence from CTDOT denying certification.

4. **SBA** - Certification is available to companies under the Woman Owned Small Business (WOSB) program and the SBA 8(a) Business Development Program (www.sba.gov/8abd/) which has a net worth ceiling of $250,000 for initial applicants.

5. **Other states certification** - Prime contractors may utilize certification from other states. Such certification must specify the DBE designation. Where there is no DBE certification option within a state, the instance must be presented to the DEEP Financial Administrator assigned to the project for consideration on a per case basis.

VII. DBE COMPLIANCE PROCESS

1. Within fourteen (14) calendar days after bid opening the prime contractor (apparent low bidder) shall complete and submit two copies of the DEEP Subcontractor Verification Form along with the DBE certification for each subcontractor to the municipality. The municipality must then submit one copy of these documents to DEEP as part of the authorization to award request.

2. Once DEEP authorizes the municipality to award the contract, the prime contractor is required to submit two copies of the executed DBE subcontracts to the municipality who submits one copy to the DEEP Financial Administrator.

3. No payment requests will be processed by DEEP until the executed copies of the subcontracts and the DBE certifications are on file in the DEEP office.

4. Should the prime contractor not meet the goals, documentation of good faith efforts will be required to be submitted to the DEEP Municipal Facilities Wastewater Engineer for consideration that the good faith effort was extensive enough to warrant the acceptance of a lower goal for the specific contract in question.

5. In the event that a DBE subcontractor is substituted for another during the project, two copies of the executed subcontract along with the corresponding DBE certification for the substitute are submitted to the municipality who forwards one copy of each to the DEEP Financial Administrator.

6. If additional construction costs are approved by DEEP, the prime contractor employs the good faith efforts defined above to meet the goals for the new total eligible contract amount.

VIII. DAS PREQUALIFICATION CERTIFICATION FOR DBE SUBCONTRACTORS

At time that the prime contractor submits copies of the executed DBE subcontracts to the municipality, two copies of the current DAS Prequalification Certificate for each DBE subcontractor whose subcontract value is equal to or greater than $500,000 must also be submitted. In turn, the municipality is required to submit one copy of each DBE Prequalification Certification to the DEEP Financial Administrator. Suppliers of material or products who do not do installation or construction work are not subject to the DAS Construction Contractor prequalification requirement.

IX. SUBMISSION OF THIS FORM

This form is to be signed by the contractor or the contractor's authorized representative. The form is then submitted to the municipality's representative for signature. The municipality includes the form as part of the authorization to award request to DEEP.

I hereby verify that I have read and understand the DBE requirements in this memorandum and will procure subcontracts whose percentages will meet or exceed the minimums listed above.

Contract Name _____

Name of Prime Contractor _____
Name and Title of Authorized Officer _____
Authorized Signature _____ **Date** _____

Town Official and Title _____
Authorized Signature _____ **Date** _____

X. DEFINITIONS

CGS: Connecticut General Statutes

CTDOT: Connecticut Department of Transportation

CWF: Clean Water Fund

DAS: Connecticut Department of Administrative Services

DBE: Disadvantaged Business Enterprise

DEEP: Connecticut Department of Energy and Environmental Protection

EPA: Environmental Protection Agency (Federal)

MBE: Minority Business Enterprise

SBA: Small Business Administration (Federal)

WBE: Woman Business Enterprise

WOSB: Woman Owned Small Business (Federal program - SBA)

June 19, 2019
Date

Denise Ruzicka, Director
Water Planning and Management Division
Bureau of Water Protection & Land Reuse

Attachment F-12

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

UV Guidelines for Groundwater Public Water Systems

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION

GUIDELINES FOR INSTALLING AND MAINTAINING ULTRAVIOLET LIGHT TREATMENT UNITS FOR THE PRIMARY DISINFECTION OF GROUNDWATER PUBLIC WATER SYSTEMS

Authority: Regulations of Connecticut State Agencies (RCSA) Section 19-13-B102(d)(2) requires approval from the Department of any treatment prior to installation. Discretion in the application of these guidelines is allowable except as required by regulation.

Applicability: Ultraviolet light treatment units, referred to as UV units, may be considered for approval by the Drinking Water Section (DWS) for installation on groundwater pubic water systems (PWS) as a means of primary disinfection. The following guidance is provided in the interest of facilitating the approval process:

1. The sources of supply to be treated by the UV unit should be groundwater not under the direct influence of surface water.
2. Confirmation should be made that the source of bacteriological contamination is originating solely from the source(s) of supply. If the source of bacteriological contamination is originating anywhere other than the source(s) of supply (i.e cross connections, etc.), then UV disinfection would not be appropriate for primary disinfection of the source(s) and would not be recognized as such by the DWS.
3. UV units should be certified to NSF/ANSI Standard 55 for Class A units or approved equal.
4. The water quality entering the UV unit should, at a minimum, meet the criteria of the next section, *Prerequisite Water Quality Criteria*.

Prerequisite Water Quality Criteria: Water to be treated by the UV unit should be sampled and analyzed by a State certified environmental laboratory for the minimum water quality parameters shown below:

Bacteriological Quality: UV units will only provide disinfection to bacteriologically contaminated water which passes through the unit. To determine if the UV unit would provide effective primary disinfection, water samples should be collected from the following locations specified and analyzed for total coliform bacteria:

1. From a raw source water sampling point (prior to any existing water treatment systems and storage tanks) located as close to the water source as reasonably possible and prior to the location where the UV unit is proposed to be installed.
2. From a sampling point after each existing water treatment system (if applicable).
3. From a sampling point in the water distribution system that is farthest from the source(s) of supply.

Other Water Quality Parameters: Certain water quality characteristics of the water to be disinfected by the UV unit may impair the UV unit's ability to provide effective disinfection. To determine if the source water quality characteristics will be amenable to effective UV disinfection, a water sample should be collected from a raw source water sampling point. The raw water sampling point should be prior to any existing treatment systems and storage tanks and prior to the proposed location of the UV unit. The sample should be analyzed, at a minimum, for the parameters shown in Table 1 in addition to any other parameters required by the manufacturer. The test results should be below the maximum allowable limits as specified in Table 1 or those of the manufacturer. If water treatment equipment is

currently installed on the water system, additional water samples should be collected after each individual piece of treatment equipment that the water passes through and analyzed, at a minimum, for the parameters shown in Table 1. All testing should be conducted within 30 days prior to seeking approval for installation of the UV unit. Each set of water quality test results should clearly indicate the location of the sampling point from which the sample was collected.

Table 1

Parameter	Maximum Allowable Limit
Iron	0.3 mg/L
Manganese	0.05 mg/L
Color	15 color units
Turbidity	1.0 NTU
Hardness	120 mg/L (as $CaCO_3$)
Hydrogen Sulfide	Non-Detectable
Total Suspended Solids	10 mg/L
Iron Bacteria	None

UV units should not be considered effective for primary disinfection if the water quality entering the UV unit does not meet the maximum allowable limits specified in Table 1 or as required by the manufacturer. If necessary, a pretreatment system, or additional treatment equipment, to reduce the levels of these parameters to below the maximum allowable limits may be proposed for installation. However, until a DWS approved pretreatment system has been installed and demonstrated to be effective in reducing the levels of the parameters to below the maximum allowable limits, the use of a UV unit should not be considered an acceptable means of primary disinfection. As a result, PWS's seeking approval for UV units with pretreatment needs should recognize that if the approved pretreatment system does not adequately pretreat the source water, they may be required to propose additional pretreatment equipment, alternative pretreatment equipment, or an alternative means of primary disinfection.

Guidelines for Installation: The following guidelines should be followed when installing UV units. Figure 1 shows the typical installation recommendations for a single UV unit.

For single UV unit installations:

1. All water supplied to consumers should be continuously treated by the UV unit. No bypass lines should be installed around the UV unit for servicing/routine maintenance of the UV unit (i.e. sleeve cleaning, lamp replacement, etc.) unless the installation of a second approved UV unit is installed and operational on the bypass line.
2. A 5-micron pre-filter (or smaller if required by the manufacturer) should be installed on the supply line to the UV unit.

3. Shut-off valves should be installed on the supply side and the discharge side of the pre-filter.
4. Shut-off valves should be installed on the supply side of the UV unit (no greater than 4 feet from the UV unit) and on the discharge side of the UV unit (no greater than 4 feet from the UV unit and prior to any consumer taps or branch lines).
5. A flushing port should be located on the discharge line of the UV unit prior to the discharge side shut-off valve described in item 4 above.
6. The UV unit should be installed in a manner to maintain flow and pressure requirements in the water distribution system. The flow rate entering the UV unit should not exceed the maximum flow rate specifications as recommended by the manufacturer to maintain the required dose. A flow meter should be installed on the supply line to the UV unit. Multiple identical UV units installed in parallel are allowed to maintain flow and pressure requirements of the distribution system if necessary.
7. The UV unit should be equipped with an audible and visual alarm that will alert a person in charge of the water system and UV unit when the intensity of the UV unit drops below the manufacturer's normal operating range. The alarms should be located in an area where an intensity failure will provide immediate notification to the person in charge of the water system and UV unit. If the UV unit will be installed in an unattended location (i.e. basement, utility room, etc.) a remote alarm should be installed in an area that is occupied by personnel familiar with the alarm and the procedure to report the alarm to the certified operator or person in charge of the water system and UV unit.
8. The UV unit should be installed on a designated electrical circuit and equipped with a solenoid operated automatic emergency water shut-off valve that will shut off the water supply to the UV unit in the event of a loss of power supply to the UV unit or a drop in dosage below the minimum required level of 40 mJ/cm^2. When power is not being supplied to the UV unit, the valve should be in a closed (fail-safe) position.
9. A flow or time delay mechanism wired in series with the well or service pump should be provided to permit a sufficient time for tube warm-up per manufacturer's recommendations before water flows from the unit upon startup.
10. At a minimum, smooth-nosed, chrome plated or stainless steel water sampling taps should be installed in the following locations to monitor source water quality and performance of the UV unit:

    a. Raw water line of each water source
    b. After each individual piece of pre-treatment equipment that the water passes through.
    c. After the UV unit

    These sampling taps should not be used for purposes other than the collection of water samples, should have the discharge end of the tap pointing in a downward direction, and should be in an easily accessible area with adequate clearance (minimum of 12 inches) below the tap for sampling containers.
11. UV units installed vertically should have the water outlet located at the top to allow the chamber to completely fill with water and maximize water exposure to the UV lamp. Similarly, UV units installed horizontally should have the water outlet directed upward. Manufacturer's installation

guidelines should be followed in determining the correct orientation of installation for each particular UV unit.

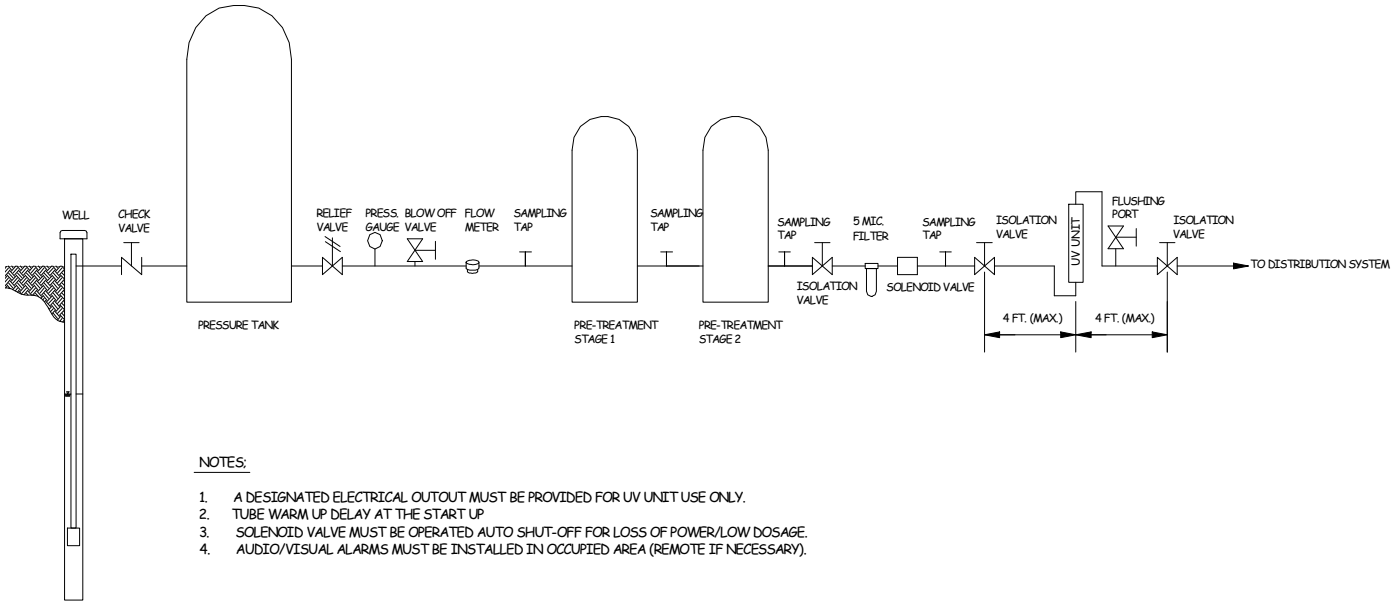
Maintenance, Oversight, and Monitoring Recommendations:

1. Prior to performing any routine maintenance or repair activities (i.e. sleeve cleaning, lamp replacement, etc.) on the UV unit that would render the unit inoperable or ineffective for water disinfection purposes, the following procedure should be followed:
   a. The water supply shut-off valves on the supply and discharge side of the UV unit should be closed.
   b. Perform necessary maintenance/repair work on the UV unit in accordance with manufacturer's procedures.
   c. Following maintenance/repair work ensure that the UV unit is operating and light intensity has stabilized to an effective level for disinfection purposes.
   d. Open the water supply shut-off valve on the supply side of the UV unit.
   e. Open the flushing port on the discharge side of the UV unit and flush water through the device to waste for a minimum of three minutes.
   f. Close the flushing port.
   g. Open the water supply shut-off valve on the discharge side of the UV unit and return water service to consumers.
2. Replacement parts including, at a minimum, one replacement lamp, one quartz sleeve, and one pre-filter should be available on-site at all times.
3. The pre-filter should be replaced with a new pre-filter at regular intervals as recommended by the manufacturer and no less than every three months.
4. UV lamps should be replaced at frequencies recommended by the manufacturer and no less than annually.
5. The UV unit should be inspected daily to ensure the unit is operating and the light intensity is within acceptable limits for effective disinfection. A log sheet should be maintained to record daily inspections. A minimum dose of 40 mJ/cm^2 should be maintained at all times. The following, at a minimum, should be recorded on the log sheet: daily checks of satisfactory bulb intensity including intensity readings if a bulb intensity meter is provided, dates of all UV lamp replacements, dates of all pre-filter replacements, routine maintenance procedures, repair services, and any alarms or malfunctions of the UV unit should also be recorded on the log sheet. Log sheets should be maintained on-site at the location of the UV unit installation and should be made available to the DWS upon request. Monthly summaries of daily satisfactory bulb intensity checks and readings (if a bulb intensity meter is provided) should be submitted to the DWS no later than nine days following the end of each month on a form prescribed by the DWS.
6. For seasonal water systems: UV units that are operated on a seasonal basis should be inspected and cleaned prior to use at the start of each operating season. All pre-filters should be replaced prior to start up of the water system if the UV unit has been shut down more than three months. The wells and water system should be disinfected with a chlorinating agent certified to NSF/ANSI Standard 60 prior to placing the water system back into operation for public use.

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION

GUIDELINES FOR INSTALLING AND MAINTAINING ULTRAVIOLET LIGHT TREATMENT UNITS FOR THE PRIMARY DISINFECTION OF GROUNDWATER PUBLIC WATER SYSTEMS

Figure 1
Single UV unit installation



NOTES:

1. A DESIGNATED ELECTRICAL OUTOUT MUST BE PROVIDED FOR UV UNIT USE ONLY.
2. TUBE WARM UP DELAY AT THE START UP
3. SOLENOID VALVE MUST BE OPERATED AUTO SHUT-OFF FOR LOSS OF POWER/LOW DOSAGE.
4. AUDIO/VISUAL ALARMS MUST BE INSTALLED IN OCCUPIED AREA (REMOTE IF NECESSARY).

Attachment F-13

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

CTDPH DBE Subcontractor Verification Form

Disadvantage Business Enterprise (DBE)

Subcontractor Verification Form

Prime Contractor Company Name: _____

Contract Name/Number: _____

Contract Bid Amount: $_____

Note to prime contractor: You are required to complete this form listing each DBE (MBE or WBE) subcontractor to be employed in work eligible for the Drinking Water State Revolving Fund within the table below. Please submit an original of this completed form, along with each subcontractor's current, valid DBE certificate, to the municipality within 14 days of bid opening.

Name of proposed subcontractor/vendor	Type (MBE or WBE)	Type of Product or Service * (see below)	Contact Name, Address, Phone # of Subcontractor or Vendor	Dollar amount of proposed subcontract	MBE % of Contract towards goal	WBE % of Contract towards goal
* Type of Product or Service:	1 - Construction		2 - Supplies	3 - Services	4 - Equipment	

The completion and submission of this form does not constitute a contractual agreement between the general contractor and the named subcontractor, but is solely for documenting proposed compliance with DBE participation under the Department of Public Health's (DPH) Drinking Water State Revolving Fund (DWSRF).

Prime Contractor Authorized Signature	Date

Attachment F-14

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

USEPA Memorandum- Implementation of American Iron & Steel (AIS) provisions, March 20, 2014

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests • Does the waiver request include the following information? — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products				
— Relevant excerpts from the bid documents used by the contractors to complete the comparison				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the _____ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Attachment F-15

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

DWSRF- Use of AIS - De Minimis Waiver On-Goin Tracking Form

Connecticut Drinking Water State Revolving Fund
Use of American Iron and Steel - De Minimis Waiver On-Going Tracking Form

The Consolidated Appropriations Act of 2014 (P.L. 113-76) Section 436 requires the Use of American Iron & Steel in DWSRF-funded projects. Under the authority of Section 436(b)(1), the EPA has issued a public interest waiver for De Minimis incidental components. The assistance recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under the De Minimis waiver.

THIS VERSION OF THE "DE MINIMIS WAIVER FORM" IS TO BE USED TO TRACK ITEMS AS THE PROJECT PROGRESSES. THE FINAL REPORTED AMOUNT MUST BE ON THE "FINAL UTILIZATION AND CERTIFICATION FORM".

PWS Name: _____ PWSID: _____

Project Name: _____ Loan agrmnt #: _____

NOTE: The De Minimis waiver is only applicable to the cost of materials for the entire project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials". The cost of a material must include delivery to the site and any applicable tax. Must have sufficient documentation to support all costs included in this calculation.

Funds used for de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

Total Cost of Materials: _____ 5% Limit: _____ 1% limit: _____

Manufacturer & Component Description	Part/Model #	Quantity (if applicable)	Cost per Unit (if applicable)	Component's Total Cost	How is Cost Documented?

Use additional sheets as necessary

Total De Minimis Cost of Components: _____

If approaching the 5% or 1% limits, contact DWS immediately

For final reporting, use the "Final Utilization and Certification" Form.

Attachment F-16

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2025-03

DWSRF- Use of AIS - De Minimis Waiver Final Utilization and Certification Form

Connecticut Drinking Water State Revolving Fund

Use of American Iron and Steel - De Minimis Waiver Final Utilization and Certification Form

The Consolidated Appropriations Act of 2014 (P.L. 113-76) Section 436 requires the Use of American Iron & Steel in DWSRF-funded projects. Under the authority of Section 436(b)(1), the EPA has issued a public interest waiver for De Minimis incidental components. The assistance recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under the De Minimis waiver. At the conclusion of the project, this form must be completed and retained in the assistance recipient's project files and a copy provided to the Department of Public Health-Drinking Water Section. **It is strongly recommended that you maintain a list as the project progresses (see the "On-Going Tracking Form")**. Please print clearly or type.

PWS Name: _____ PWSID: _____

Project Name: _____ Loan Agrmt #: _____

NOTE: The De Minimis waiver is only applicable to the cost of materials for the entire project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials". The cost of a material must include delivery to the site and any applicable tax. Must have sufficient documentation to support all costs included in this calculation.

Funds used for de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

Total Cost of Materials: _____ 5% Limit: _____ 1% limit: _____

Manufacturer & Component Description	Part/Model #	Quantity (if applicable)	Cost per Unit (if applicable)	Component's Total Cost	How is Cost Documented?*

Use additional sheets as necessary

Total De Minimis Cost of Components: _____

If approaching the 5% or 1% limits, contact DWS immediately

* Documentation must demonstrate confirmation of the components' actual costs (invoice, etc.).

Completed by:

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT G

KES TREATMENT OF PFAS

Known for excellence.
Built on trust.

Point-of-Entry Treatment System for Killingworth Elementary School (KES)

February 2025
File No. 05.0046908.02

Prepared for:
Town of Killingworth
Killingworth, CT

GZA GeoEnvironmental, Inc.
95 Glastonbury Boulevard | 3rd Floor | Glastonbury, CT 06033
860-286-8900

32 Offices Nationwide

www.gza.com

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1.0 INTRODUCTION

Per- and Polyfluoroalkyl Substances (PFAS) have been detected at concentrations above Connecticut's Department of Public Health's (CT-DPH) Drinking Water Action Levels (DWALs) at the Town of Killingworth's elementary school, residential homes, and municipal center at the following locations.

a) Two (2) Killingworth Elementary School (KES) potable bedrock water supply wells (KES#1 and KES#2).
b) A potable bedrock water supply well (referred to as the Fire Department well) which services the Killingworth Municipal Buildings (KMC). These buildings include the Killingworth Fire Department (KFD), Town Hall, Dog Pound, and the "Town Barn / Emergency Operation Center".
c) The potable bedrock water supply well that services the Department of Public Works (DPW), and
d) Several residential homes bedrock water supply wells, in the vicinity of the KES and the KMC.

Figure 1 depicts the study area, whereas **Figure 2** provides the locations of the KES, KMC buildings and the reference bedrock wells, (a, b, and c above). This report only addresses the treatment of the contamination at the KES facility.

The PFAS contamination was initially detected during a CT-DPH lead regional bedrock potable water supply sampling event at residential homes, KES, KMC and DPW. This sampling event was initiated because PFAS was detected at the Connecticut Water Company's (CWC) Beachwood Community water supply wells located approximately 1,000-feet north of KES, where Aqueous Film Forming Foam (AFFF) was reportedly used to extinguish a fire.

The test results identified elevated PFAS concentrations at residential homes, CWC, KES, KFD and DPW bedrock wells. The greatest concentrations were measured at the KFD potable bedrock water supply well and downgradient of the DPW potable water supply well. The source of the PFAS at the KFD well was likely from fire training activities which were conducted at the KFD adjacent to the KFD well. The contamination may then have been transported/migrated through bedrock fractures (enhanced by pumping) to the surrounding wells which might be interconnected through bedrock fractures.

1.1 PREVIOUS PFAS TREATMENT REPORTS

An October 2023 report was prepared by GZA GeoEnvironmental, Inc. (GZA) describing proposed Point-of-Entry Treatment (POET) systems to be installed to treat the impacted groundwater from KES#1, KES#2, KFD and the DPW potable water supply wells. However, based upon a January 9, 2024 letter from CT-DPH and the need to complete the POET at KES during a period when the school is not in session (summer 2024), the original October 2023 report has been divided into two separate reports. This report addressing the POET system for KES whereas a second separate report will address the proposed POET at the KMC and DPW. This report is subject to the limitations in **Appendix A**.

The CT-DPH comments have been incorporated into this revised design. A copy of CT-DPH's comments is included in **Appendix B**.

While not included in the original October 2023 report but included in the March 2022 Engineering Alternative Analysis prepared by GZA, the daily water demand at KES is based upon the following information:

- Using CT-DEEP guidance for designing a large-scale septic leaching field, the estimated effluent would be 3,300 gallons per day at KES. This was based upon a total student/staff population of 300, including a kitchen. Septic effluent is typically used to estimate a daily water demand.
- Data provided by Killingworth indicate that the typical average daily flow ranges from 1,500 to 2,000 gallons per day, (data provided after a water storage tank distributed into the school). However, the school is using bottled water which is not accounted for in this average.
- KES has a 7,000-gallon fiberglass reinforced, underground storage/holding tank. Based upon the design and average demands, the storage tank would provide approximately 2.0 to 4.7 days of storage.
- Assuming the higher daily flow of 3,300 gallons per day, the minimum combined pumping rate from the both wells would be approximately 2.3 gallons per minute, assuming the pumps operating 100-percent of the time or 4.6 gallons per minute with the pumps operating 50 percent of the time.

The following lists the major components of the POET system to be incorporated into this modified KES design.

- The POET system will be installed within the mechanical boiler room (MBR), located in the lower northwestern portion of the school.
- Regulators will be used to restrict flow to 8-gallons per minute from each well (KES#1 and KES#2).
- Installation of lead and lag granular activated carbon (GAC) units with pre- and post-sediment filters. The design will assume a 10-minute empty bed contact time (EBCT).
- All components will be NSF/ANSI 61 certified.
- Ultraviolet (UV) sterilization will be installed after treatment. It is our opinion that io is required to prevent bacteria growth within the GAC units during periods when the school is closed or there is a reduced demand for water.
- The pH adjustment (calcite) treatment system currently located adjacent to KES#1 will be relocated to the MBR and the size of the unit increased. The pH control is to control a historic lead pipe issue, as opposed to PFAS.
- Extending a new water line from the MBR to the existing 7,000-gallon, underground storage tank (UST) within the school courtyard (adjacent to KES#1).
- Installation of a new larger (62-gallon) pneumatic tank for KES#2 in the MBR.
- Maintaining all existing electrical relays/switches.
- Maintaining the existing water distribution equipment from the storage tank to the school's fixtures.
- Purging and testing existing water lines, prior to occupant use.
- The existing 7,000-gallon storage UST will be re-evaluated. Because the tank is fiberglass, PFAS may have adsorbed onto the surface of the tank. To assess the concentration of PFAS from the tank after the shutdown of KES #1 that had elevated concentrations above DWALs (note that KES#2 concentration were below the DWAL), GZA proposes the following prior to construction.
    - Resample KES #2 influent water from the well to determine current concentrations with KES #1 off.
    - Assess the potential of re-lining the 7,000 UST. However, given its age, this may not be the most feasible and economical solution.
    - Assess the replacement of the UST. However, due to supply chain issues, a new tank may take 3 to 4 months for delivery.

  Therefore, GZA recommends that the final solution to the 7,000-gallon storage tank be phased with the most likely solution being the replacement of the UST after the POET system is installed. The new tank installation will require coordination with the school to avoid disturbing school activities.

1.2 REGULATORY CRITERIA

The CT-DPH has developed Drinking Water Action Levels (DWAL) to compare laboratory sampling results to determine if a contaminant would exceed an applicable criterion. The following presents the changes in the DWAL since 2016.

- In December 2016, the CT-DPH issued a PFAS action level for the sum of five (5) PFAS analytes (PFOA, PFOS, PFNA, PFHxS and PFHpA) equal to greater than 70 nano-grams per liter ng/L (or parts per trillion).
- In June 2022, CT-DPH revised the DWAL for (4) PFAS compounds based upon individual concentrations [PFOA (16 ng/L), PFOS (10 ng/L), PFNA (12 ng/L), and PFHxS (49)].
- In late June 2023, CT-DPH added an additional six (6) PFAS compounds to the four (4) individual DWALs based upon individual concentrations [(PFHxA (240 ng/L), GenX (10 ng/L), PFBS (760 ng/L), PFBA (1,800), F-35B major (2 ng/L), and F-35B minor (5 ng/L)]. The POET system was designed to meet the June 2023 DWALs. The names of the PFAS acronyms and the sampling results are presented in **Table 1.0**, which references the June 2023 DWALs.

Once an exceedance of the DWAL was detected at residential homes, KES, DPW and the KMC, bottled water was supplied for consumption. However, at KES, bottled water was already being provided to address a lead exceedance which is being corrected by adjusting the pH through the calcite system.

The DWAL are currently the criteria in Connecticut; however, the U.S. Environmental Protection Agency (EPA) has proposed lower Maximum Contaminant Levels (MCLs) for PFOS and PFOA at 4 ng/L (individually) and four (4) other compounds using a "hazard index" calculation. The EPA announced on April 10, 2024 that they have established an MCL (legally enforceable), for public water supplies. It is assumed that CT-DPH will have to modify their current DWAL to meet the minimum federal criterion. Because of these rapidly changes in the regulations, the design incorporates sufficient redundancy to account for the new EPA criteria.

In addition to the treatment of PFAS, there has been a lead issue from existing pipes. Low pH conditions in the groundwater from the existing wells can cause lead to leach from the existing water lines at KES into the water. To prevent leaching of the lead, a calcite water treatment system has been installed to adjust the pH level (increase) to prevent lead from leaching from the pipes. This calcite treatment system will be incorporated into the PFAS design. No other contaminants have been identified requiring treatment.

Data collected (**Table 1.0**) from KES #1 and KES#2 have identified exceedances of DWAL only at KES#1 and from the blending of KES #1 and KES#2. Currently, KES#1 has been shut down and water is only being provided from KES#2 (without treatment). However, a reassessment of the influent water quality at KES #2 will be required to evaluate if the concentrations are above the EPA promulgated MCLs.

2.0 POET SYSTEM

The POET system will incorporate granular activated carbon (GAC) to treat the PFAS impacted groundwater from the two (2) groundwater water supply wells at KES. GAC is a demonstrated and effective groundwater treatment technique for PFAS. GAC effectively adsorbs the PFAS because the carbon is highly porous material providing large surface area for these contaminants to adsorb onto. Hundreds of similar POET systems have been installed for PFAS absorption at municipalities, regional and community water supply wells, commercial buildings, industry, schools, homes, and other facilities. Typically, these systems are designed to provide 100-percent redundancy. This redundancy will permit one well to go offline for repairs/maintenance while the second well will continue to

provide treated water. Once repairs/maintenance are completed the system is then placed back online. This design will be scalable to accommodate changes in future drinking water regulatory levels.

The nominal Empty Bed Contact Time (EBCT) for the POET system for the KES wells will be a minimum of 10 minutes. GZA has estimated that approximately 11 cubic feet (CF) of GAC will be required to meet the 10-EBCT. The design will incorporate:

- Two lead 16" x 65" (6.8 CF per tank) fiberglass tanks in parallel (total of 13.6 CF).
- Two lag 16" x 65" (6.8 CF per tank) fiberglass tanks in parallel (total of 13.6 CF).
- The media will be Filtersorb 600 AW, a granular activated carbon.

The design is based upon the Culligan cut sheets in **Appendix C**. The contact time is controlled by restricting the maximum flow to 8-gallons per minute (gpm) from each of the two (2) wells through these units.

It is recommended that the installation of the POET system be overseen by GZA to document that the system has been installed per the design. In addition, GZA should be included as part of the contractor bid process and review of bids to be compared to the requirements of the design.

2.1 KES POET SYSTEM DESCRIPTION

KES has two (2) bedrock potable water supply wells (KES#1 and KES#2). KES#1 well is in a mechanical/boiler room generally below the administrative offices, whereas the KES#2 well is in the field at the northwestern portion of the property, west of the parking lot. Water from the KES#2 well is piped across the field to a pneumatic tank within the main mechanical/boiler room (MBR). The MBR is located on the lower level, within the northwestern corner of the school. **Figure 3** depicts the well locations, the mechanical rooms and underground storage tank.

The current system controlling the groundwater from the two (2) wells is through existing electrical controls at KES#1 and a pneumatic tank at KES#2. To reduce costs, the electrical controls at KES#1 will be integrated into the design but the pneumatic tank will be replaced. Once the groundwater is pumped from the wells, it is directed to a 7,000-gallon underground storage tank (UST), prior to being pumped into the school through two (2) variable speed pumps (VSP). These variable speed pumps are designed to meet the water demand of the school and no changes are proposed.

According to Hungerfords Pump Service (Hungerfords), who services these wells, the storage tank has electrodes to turn on/off the submersible pumps in KES#1 and KES#2 and control the filling of the tank. The electrodes energize relays to the motor starters that activates the KES#1 and KES#2 pumps and energizes another relay that opens a ball valve from KES#2. When the level of water in the tank reaches a certain set-point, an upper electrode in the tank deactivates the pump from KES#1 pump and closes the ball valve on the piping from the KES#2 well. The KES#2 pump keeps pumping against the closed valve until a pressure switch in the pneumatic tank deactivates the pump.

The storage tank is located near KES#1, under the courtyard playscape (**Figure 3**). Because the KES#1 well is adjacent to the storage tank UST (basement boiler room, below the administrative office), groundwater is directly conveyed to the storage tank, after pH adjustment (calcite). Groundwater from KES#2 is conveyed to a pneumatic tank in the main mechanical/boiler room (MBR), located on the lower level in the northwestern corner of the school and then directed through a pipe, within the ceiling of the school to the KES#1 boiler room. Water from

KES #2 is combined (blended) with the raw water from KES #1 and is directed through the calcite treatment prior to exiting the boiler room to the storage tank.

The UST, VSP and existing plumbing will be retained. However, some modifications will be required because PFAS acts like a surfactant and can be retained on surfaces such as pipes and tanks. The modifications will include potentially re-lining (or replacing) the existing UST, replacing the existing pneumatic tank, flushing the VSP and water lines with clean water and testing representative taps (bathrooms, kitchen, classroom sinks and water bubblers). Only once the sampling results are below the DWAL will the POET system become active.

Water from sinks, and toilets is discharged to the existing subsurface disposal system leaching field. No changes are proposed during the flushing and once the POET system is fully operational. Upon completion, the discharge to the leaching field will no longer include PFAS concentration above a DWAL criteria.

The proposed changes will include:

- The pneumatic tank within the MBR for well KES#2 will be replaced with a new larger 62-gallon unit (i.e., Amtrol WX0251, or equivalent, **Appendix C**).
- The interior of the existing underground storage tank (exterior courtyard) will be relined. Replacement of this tank was considered; however, because of its location adjacent to the building, additional costs (shoring) would be incurred.
    - Should the interior walls of the tank be considered too old or unsuitable to be re-lined, a new tank will be considered. However, there is a long lead time (3 to 4 months) on new tanks.
    - GZA is also proposing to resample the influent from KES#2 to establish existing conditions after the shut-down of KES#1.
- New piping for the treated water from the MBR will be installed adjacent to the existing KES#2 feed pipe (through the interior ceiling of the school) to the KES#1 mechanical / boiler room. This new pipe from the MBR will be placed above the ceiling tiles through the school then through an existing PVC chase pipe that was previously installed beneath the playscape area into the KES#1 mechanical / boiler room where the new line will be connected to the existing piping that feeds the storage tank.
- Water from KES#1 will be redirected and conveyed through the existing KES#2 water pipe (currently impacted by PFAS) back to the MBR which runs through the school for treatment.
- The POET system for each of the two KES wells will consist of the following:
    - Globe valves to control the flow from the well through the GAC at a flow rate of 8 gpm.
    - Pre-filter:
        - Removes sand and sediment from the well water.
    - Two lead GAC units:
        - Two 16” x 65” fiberglass GAC tanks in parallel (each 6.8 CF or a total of 13.6 CF).
    - Two lag GAC units:
        - Two 16” x 65” fiberglass GAC tanks in parallel (each 6.8 CF or a total of 13.6 CF).
    - Post-filter:
        - Removes GAC dust and sediment from treated water.
    - Flow meter:
        - Monitors flow rates and the volume of water treated/used.
    - UV Treatment:
        - Remove potential bacteria and odor control.
    - The treated PFAS groundwater from KES#1 and KES#2 will flow through individual 16” x 65” calcite treatment units (**Appendix C**) for pH control. Currently, the pH calcite treatment is in the KES#1

mechanical room. To consolidate all treatment systems, the pH calcite treatment will be relocated to MBR and re-sized.

- Sampling ports will be installed.
    - On the influent pipes from KES#1 and KES#2, prior to treatment.
        - These sampling taps will be smooth nosed and prior to any check valves.
    - In between the lead and lag GAC units.
    - After the lag unit and prior to pH adjustment.
    - A sampling port will be installed prior to entry into the storage tank.
    - A sampling port will be installed after the storage tank at the variable speed pumps.

The POET system for KES will be designed in parallel. That is groundwater water from KES#1 and KES#2 will be treated independent of each other. This will allow for maintenance on one well or treatment system while the second well/treatment can remain active providing provide water to the school, avoiding shutdowns given the storage capacity of the storage tank. Post POET treated water will then be conveyed through a new water line installed above the school's ceiling tiles to the KES#1 mechanical room where the water will enter the storage tank.

As described by Hungerfords, control of the submersible pump within KES#1 will continue to be controlled by the electrodes in the storage tank. Similarly, activation of the submersible pump within KES#2 and operation of the ball valve on the pipe from KES#2 will be controlled by the existing electrodes in the storage tank. However, deactivation of the submersible pump in KES-#2 will be controlled by a new larger pneumatic tank within the MBR.

Studies have shown that fiberglass may absorb PFAS and is not easily removed to concentrations below the ultra-low regulatory criteria by CT-DPH or future EPA criterion. Because the storage tank contained PFAS- impacted groundwater, the proposed phased storage tank remedy includes:

- Re-sampling KES #2 and the water from the storage tank. If the water is below the DWAL and the new MCLs recently promulgated, then no modification would be required.
- If concentrations exceed the DWAL and the MCLs, then a reassessment of the tank would be required, including a cost benefit analysis of relining the interior surface of the tank or replacing the tank to prevent PFAS from leaching from the tank walls into the school.
- Because of the age of the storage tank, it is likely that the cost of relining would not be economical. Therefore, under a separate phase of the overall construction program, a new tank would be installed. A separate phase is required due to the long lead time (3 to 4 month to obtain a tank).

Regardless, if the existing tank is relined/reuse or a new tank is installed as requested CT-DPH, the single vent/overflow pipe at the top of tank will be modified into two separate pipes (one for overflow and the other as a vent).

To reduce the potential from cross-contamination, the existing KES#2 water line above the ceiling tiles will be used to convey the water from the contaminated KES#1 well to the MBR where the groundwater will be treated. At this time, no other water conveyance piping after the storage tank will be replaced, including the variable speed pumps and interior school plumbing. However, prior to full scale operation, the water lines at KES will be flushed and tested in accordance with Section 4.3.1. to demonstrated compliance with the DWAL. If elevated concentrations are detected after the storage tank, further testing will be completed to isolate the cause. All purged water will be directed to the SSDS as currently configured. Once sampling data confirms concentrations are below the DWAL, the POET system will become active.

The layout of the system is depicted on the following figures:

Figure 3 – KES Site Plan
Figure 4 – KES#2 Mechanical Room Enlarged Plan
Figure 5 – KES Treatment System Flow Schematic
Figure 6 – KES#1 Boiler Room Enlarged Plan

2.2 OPERATION OVERVIEW

The POET system is designed to operate using the existing controls, pumps and is designed to operate continuously. However, should a well go down, there is redundancy in the KES treatment system permitting one well to operate at a time. Sampling ports will be installed to monitor performance prior to the POET systems (influent), between the lead and lag GAC units (mid-point), and after the lag GAC unit and after either the pH or the sodium treatment.

GZA understands the Town of Killingworth will work with a water treatment contractor (contractor selected based upon competitive bid) to have the POET system installed and maintained in accordance with Section 3. Because these GAC units will require media replacement, the Town should also consider contracting with a treatment company such as Culligan who can vacuum out the GAC, repack the treatment units and backwash the units to remove fines prior to replacing the units back on-line.

2.3 POET SYSTEM STARTUP

The Town will subcontract with a contractor to install the POET system, in accordance with this design and as shown on the schematics. All work will be in accordance with applicable building, electrical, and plumbing codes. The selected GAC units are Calgon 16" x 65" units (or equivalent, if approved by GZA). As an example, GZA included in **Appendix D** Calgon's Water Filter Specifications (as reference).

The Town's contractor will have to provide hydrotesting results of the system installation prior to the Town's accepting the system. If testing fails, the contractor is responsible for any fixes that may be required.

3.0 OPERATION AND MAINTENANCE (O&M)

The O&M of the POET system will be conducted by the Town of Killingworth's contractor, whereas the monitoring will be completed by the Town's consultant. Routine POET maintenance is well understood given their long-established use, but the frequency of maintenance is dependent on influent concentrations, water usage and other groundwater geochemistry. In general, maintenance will be based upon the results of the analytical performance monitoring data, as discussed in Section 4.0, and is designed to be protective of human health and to minimize interruptions. In addition, CT-DPH and CT-DEEP suggests that the GAC units be replaced every three years, if not replaced as part of the treatment O&M.

To simplify maintenance, the Culligan 16" x 65" units are non-backing washing units. Thus, spare units can be maintained for replacement. GZA recommends that KES maintain 4 spare replacement units should breakthrough be identified.

3.1 POET SYSTEM SHUTDOWN

Should there be a detection of PFAS at concentrations greater than 50 percent of the DWAL between the lead and lag units, GAC replacement will be required. Prior to replacement, the system (either associated with KES#1 or KES#2) will be shut down and pressure released from the system. At no time will both systems be shut down simultaneously.

The lead GAC unit will be removed for disposal, the lag unit will be moved into the lead position (physically) and a new lag unit installed. Once the new GAC is installed, the startup procedure as outlined in Section 3.4.1. will proceed to check for leaks.

The spent carbon will either be transported to Calgon (if selected) or another vendor. While the lead unit may use reactivated GAC (GZA recommends the use of virgin carbon in a school setting), at no time will the lag unit use reactivated GAC, only virgin carbon will be used prior to entering the school. Spent GAC will either be destroyed, re-generated/re-activated for re-use at a different location or will be disposed of in an approved landfill facility.

3.2 PRESSURE/FLOW ISSUES

The proposed POET system will limit the influent flow from both wells to 8-gpm each. While the flow from each well will be regulated at 8-gpm, the total flow to the KES storage tank will be 16-gpm. This will allow for the 10-minute EBCT specified in the CT-DPH comments. The pump curves for the existing pumps in KES#1 and KES#2 indicate that the existing pumps should be sufficient based upon the total head curves. However, if the pumps are not as reported (under- or oversized) or if the pumps are older, pump replacement may be required.

Prior to the start-up of the POET system, the Town will subcontract with a pump contractor to pull, inspect, and clean the existing well pumps. GZA understands that the pump in KES #1 is a Flint & Walling 4" submersible pump (1 ½ HP model 4F10S 15), whereas the pump in KES#2 is a Grundfos 4" submersible pump (0.75 HP Model 5S07-18). Depending on the condition of these pumps, they may need to be replaced. At the same time, the wells will be inspected, and total depth verified. Prior to reinstalling the pumps, the well will be chlorinated and purged to meet CT-DPH requirements. The chlorinated well water will be directed to the SSDS because chlorine can also be adsorbed onto the carbon. No purge water will flow through the POET until levels are below DWAL.

The differential pressures across the POET system will be documented at the time of sampling (frequency may change with time). The Town's contractor will monitor for pressure drops or pressure increases, at any point in the system (sediment filter, GAC filter, etc.). Contractor will make changes to the system (change out of filters or GAC) based upon system performance.

It is recommended that flows and pressures be evaluated at start-up, after one month to establish background conditions and then quarterly. This may be reduced once data has been generated.

3.3 SCHEDULE OF ACTIVITIES

The CT-DPH has pointed out that the well casing associated with KES#1 is in poor condition (rusty and flaking). The Town's selected contractor will sand, seal and if needed, reline the upper portion of the casing.

Routine maintenance will be conducted at the following schedule:

- Pre- and post-filter replacement – quarterly at KES (unless more frequent replacement is required). All filters will be disposed property, assuming PFAS contaminated.
- A site inspection will be completed during filter replacement to assess the condition of the POET system components.
- GAC canister replacement – based on performance monitoring. GAC replacement will be required when PFAS concentrations at the mid-point sampling port is above 50 percent of the DWAL. GZA working with Culligan have estimated that this might be 6 to 18 months.
- The bulb and sleeve will have to be replaced at least annually.

This schedule of activities can be modified as data is collected after one-year of operation. The initial sampling schedule is proposed to be protective of public health considering that a school is involved.

3.4 WATER USAGE MONITORING

The flow meter reading will be recorded during the maintenance and performance monitoring events. Data from these meter readings will be used to determine the total flow from each well passing through the POET.

3.5 GAC UNIT CHANGE OUT

The frequency of change out of the GAC units will be based upon the analytical results. Breakthrough will be defined if any of the PFAS concentrations are detected at 50 percent of the DWAL (example PFOS => 5.0 ng/L or if EPA adopts an MCL then PFOS and/or PFOA => 2 ng/L). GAC change out may also be required should there be relevant changes in pressures before or after the units.

Carbon change out is accomplished by removing the lead carbon unit(s) and moving the lag unit(s) into the lead position and installing a new unit(s) in the lag position(s). In general:

- Shut down the system and bleed off pressure.
- Disconnect and remove the lead unit.
- Disconnect the lag unit and install in the lead position.
- Install a replacement GAC (NSF-certified) unit in the lag position.

Consistent with the American Water Works Association Standard 8604, the new media must soak in water for 24 to 48 hours before operation. The pre-soak can be completed by the Town's contractor before the system is shut down. This way the GAC units can be delivered and immediately placed into service.

4.0 POET SYSTEM MONITORING

This POET monitoring program was developed to verify system performance, determine when O&M activities need to be performed (change outs), and to communicate conditions to both the Town of Killingworth and the School Board. The monitoring program includes a sampling and analysis plan, data management, and reporting.

4.1 SAMPLING AND ANALYSIS PLAN

This section provides a sampling and analysis plan (SAP) for monitoring the KES POET system. The SAP covers:

- Objectives of Sampling.
- Sampling Schedule.
- Purge Water.
- Data Management.
- Analytical Methods and Parameters.
- Preparation and Sample Collection.
- Sample Shipping.
- Reporting.

The sampling summarized herein will be performed by the Town of Killingworth's consultant.

4.1.1 Objective

The goal of the SAP is to verify that the POET system is operated and maintained in a manner that reduces the concentrations of the currently 10-regulated PFAS compounds at levels below the DWAL and maintain the pH with the calcite system.

4.2 ANALYTICAL METHODS AND PARAMETERS

The samples collected from the KES system will be delivered to a Connecticut Certified Laboratory under Chain of Custody protocol. The PFAS will be analyzed using U.S. Environmental Protection Agency (EPA) Method 533. **Table 2.0** contains the list of the 25-analytes, and their abbreviations and **Table 1.0** lists the DWALs. Because there are geochemical parameters that can interfere with treatment (pH, hardness, iron (Method 200.7) and total suspended solids (TSS)), these parameters will also be tested, annually.

4.3 SAMPLING SCHEDULE

Prior to the installation of the POET system, a baseline sample will be collected for the analytical parameters listed in Section 4.2 from KES#1 and KES#2. These baseline data will be used to assess the influent concentrations into the POET. GZA recommends that the samples be collected prior to removal of the pumps and the chlorination of the wells (Section 3.2). Startup monitoring is intended to assess system integrity immediately following installation (Section 4.3.1.). Performance monitoring is intended to establish O&M schedules necessary to achieve the water quality objectives based on site-specific operating conditions (Section 4.3.2.). Routine monitoring is designed to monitor system performance on an ongoing basis once site-specific O&M parameters are defined (Section 4.3.3.).

Once the POET system is installed, samples will be collected during start-up, as part of the performance monitoring, and during routine monitoring.

Maintenance logs will be developed and filled out during any site visit to document the POET activities. These activities may include inspections, GAC change-out and/or sampling. Copies of the logs will be maintained on-site and included within regulatory reports.

4.3.1 Startup Monitoring

After quality control inspections are complete, but before startup samples are collected, the following flushing and sampling procedures will be initiated.

a) Approximately 200 gallons will be processed through the GAC system by the contractor to demonstrate that the system is working properly and without leaks. These 200-gallons of treated water will be directed to a floor drain in the mechanical room which discharges to the SSDS.
    a. After 200-gallons, a representative sample will be collected from both the KES#1 and KES#2 GAC units.
    b. No water will be directed to the storage tank until these results are received and evaluated.
    c. The sampling results will be compared to the DWAL. If below, treated water will then be directed to the storage tank, if not, the steps above will be repeated until concentrations are below the DWAL.
b) The KES internal pipes will be flushed with treated POET water from the storage tank. The Town has provided a list of sinks and water coolers in the school in the Table below. The number of samples to be collected from sinks/water coolers is based upon a percentage listed in the Table.
    a. All samples will be analyzed using EPA's PFAS Drinking Water Method 533.
    b. One duplicate and one MS/MSD sample will be collected per 20 samples for QA/QC.
    c. It is anticipated that the 20 - 30 samples could be collected in one day (using multiple samplers). However, because the samples will be collected in different rooms and locations in the school, 5 field blanks will be collected (1 from classrooms, 1 from the Kitchen, 1 from boy's bathrooms, 1 from girls' bathroom and 1 from the MBR).

Number of Sinks	Locations	Percentage to be Sampled	Number of Samples
38	Classrooms	20 %	8
8	Water Coolers	100 %	8
1	Office	100 %	1
1	Nurse Bathroom	100 %	1
1	Library	100 %	1
1	Staff Room	100 %	1
6	Kitchen	50 %	3
*	5-boys' bathrooms	50 %	2
*	5-girls' bathrooms	50 %	2
*	4- staff bathrooms	50 %	2
*	3- classroom bathrooms	50 %	1
4	Slop sinks	0 %	0
		Total Number of Samples	30
		Total QA/QC Samples	4
		Field Blanks	5
		Total Number of Sample for Method 533 Analyses	39

(*) - Note there are a total of 30 sinks in bathrooms (boys, girls, staff, classroom, and nurse's office)

c) Prior to collecting the representative samples, bathroom toilets will be flushed once to purge stagnant water through the lines and the designated sampling spigots will be opened for at least 30-minutes.
d) In addition to the PFAS analyses, lead will be analyzed using ICP Method. Lead samples will be collected immediately once the spigot is opened.
e) If a location sampled exceeds a DWAL, that location will be retested.

All water during the pipe/line flushing will be directed to the SSDS. The SSDS has received PFAS discharge for years and this procedure will not alter the groundwater quality from years of impacts. However, once the POET

system is in place, clean, non-PFAS (less than DWAL) water will be directed to the SSDS. The removal of the PFAS source into the SSDS will likely dilute the existing PFAS groundwater concentration (if present) over time, potentially improving the groundwater conditions, if impacted.

At start-up, the sampling schedule will consist of the following locations:

- Well water influent (I), prior to the lead GAC (beyond the baseline sampling).
- Mid-Point (MP) between lead and lag GAC.
- Post lag (PL) GAC.
- Effluent (E) from POET after pH adjustment, to evaluate pH, only.

4.3.2 Performance Monitoring

Performance monitoring will be performed initially monthly to determine when breakthrough occurs through the lead GAC Unit. Once this is determined (based upon the analytical data and total volume passing), the frequency of sampling may be reduced to quarterly. If concentrations of PFAS, at the mid-point sample, are at 50-percent of the DWAL during the monthly sampling events, then monthly sampling will be retained. These initial performance monitoring activities will be used to assess the frequency of change outs.
Performance monitoring sampling schedule will be collected at:

- Well water influent (I), prior to the lead GAC (quarterly). May be reduced after 24-months.
- Mid-Point (MP) between lead and lag GAC (monthly). May be reduced after 6-months.
- Post lag (PL) GAC (quarterly).
- Effluent (E) from POET after pH adjustment (quarterly), to evaluate pH, only.

4.3.3 Routine Maintenance Monitoring

When performance monitoring detects a breakthrough at 50-percent of the DWAL for PFAS after the lead GAC unit (mid-point sample), additional routine monitoring will be required. These samples will be collected 4-hours after the new lead GAC unit (the old lag unit) is installed as follows:

- After the lead GAC unit to make sure the sorbed PFAS in the lag unit moved into the lead position is sufficient to treat the influent concentration of PFAS.
- After the new lag GAC unit is installed.

If elevated concentrations are reported (at 50-percent of DWAL) after the lead GAC unit within the mid-point sample (older lag unit), then the lead (the old lag) GAC unit will be replaced.

Because of the lead time to obtain replacement Lead and Lag GAC units, it is recommended that the O&M subcontractor for the POET maintain replacement lag units, within the MBR. Thus, at the time of installation, the subcontractor should provide two new lag units in addition to the units required to install the POET system. This way should a breakthrough be detected above 50% of the DWAL, then GAC can be replaced following the soak period as specified by the manufacturer.

4.4 PREPARATION FOR SAMPLING

A monitoring checklist will be completed for water sample collection, which also includes information on project contacts and required equipment and supplies. All laboratory equipment and supplies, including bottle ware, should be PFAS free. The Town's consultant will provide the required safety equipment including PFAS free gloves to prevent cross-contamination. The laboratory will also provide sampling bottles for the analysis identified in Section 4.2.

Prior to sampling, the field staff collecting the PFAS sample must adhere to strict PFAS sampling protocols to prevent cross contamination given the low DWAL concentrations. In addition, the area surrounding the POET should be kept free of PFAS containing materials. The Town's consultant will observe the area near the sampling locations prior to any sampling and note observed sources of potential cross-contamination.

4.4.1 Bottle Ware

Bottle ware will be used to transport samples for laboratory analyses and will be provided by the laboratory performing the analyses. The bottles will be prepared by the laboratory according to the analytical method and certified as clean. The bottles will not be opened until immediately before sample collection.

4.4.2 Field QA/QC

During sampling events, quality assurance/quality control samples will be collected as specified in Section 4.3.1(b). These will include field blanks, duplicate samples, and MS/MSD samples. The purpose of field blanks is to assess potential cross-contamination at the sample point.

4.4.3 Sample Naming and Labels

Sample numbers will consist of identification numbers that include the unique location identification (ID) and the sample port location. The sampling ID would be the same regardless of the analytical analyses. The analysis would be specified on the Change-of-Custody. GZA notes that lead will be included as part of the schools' requirements to maintain lead below the DWAL as part of their ongoing assessment of lead in pipes. Lead is not associated with the influent groundwater from the potable water supply wells.

- The first ID will be the unique location (KES).
- Next will be the well identification (KES#1 or KES#2).
- The sampling port will be identified as (I) influent well water prior to the lead GAC unit, (MP) mid-point sample between the lead and lag GAC units, (PL) post lag GAC unit, and (E) effluent sample after either pH controls, for pH only.
- Two-digit sampling date when the sample was collected (e.g., February 1, 2024 – 02/01/24).
- An example of a sample collected at the mid-point at KES from well KES#2, on September 24, 2023.
    - KES-KES#2- MP-09/23/23.

Labels will be affixed to each sample container. The labels will be sufficiently durable to remain legible even when wet and contain the following information using PFAS equipment (no write-in-the-rain book, sharpies, etc.):

- Location ID.
- Sampling port location as described above.

- Analysis type and if the sample is a QA/QC sample.
- Name or initials of collector.
- Date and time of collection.

4.4.4 Sample Preparation

A monitoring checklist will be completed for water sample collection, which also includes information on project contacts and required equipment and supplies. All equipment and supplies, including bottle ware, should be PFAS free of analytes and potential interferants.

4.4.5 Sample Collection

Field personnel will assess whether the treatment system has undergone regular use by checking the volume of water processed through the treatment system since the last visit. These data will be recorded in a field operation & maintenance book. The field personnel will then check the system for leaks, pressures, and any damage to the system. If leaks are identified, they will be reported immediately to the Town and or Superintendent.

Samples will be collected using a "Clean Hands" and "Dirty hands" protocol. Only the clean hands will collect the sample, whereas the dirty hands person will prepare the sample container, and document activities. These procedures are outlined in the Standard Operating Procedure located in **Appendix E.**

All sample bottles will be provided by a Connecticut certified laboratory. The laboratory will pre-preserve the bottles with ammonium acetate as required by EPA Method 533. Other bottles will be provided as indicated in Section 4.2, by the laboratory,

4.4.6 Sample Preservation and Handling

After collection, samples will be placed into an insulated cooler containing double-bagged wet ice immediately after sample collection, under a Chain-of-Custody. Reusable ice packs are not permitted for PFAS samples. To avoid the potential for cross-contamination, PFAS samples will be placed into their owner cooler, whereas all other parameters will be shipped in separate containers. Upon receipt of the samples, authorized laboratory personnel will store and/or prepare the samples for analysis.

4.4.7 Chain-of-Custody (COC)

Custody of samples, sample collection details (e.g., date, time, ID, requested analyses), shipment information, laboratory receipt, and laboratory custody until completion of analyses will be documented on a COC form. The COC will include the signature of the individuals collecting, shipping, and receiving each sample. Each sample will be entered on the COC. The COC will accompany each set of samples shipped to the laboratory. Each time sample custody changes, the receiving and relinquishing parties will sign, date, and add the time to the COC.

Upon receipt at the laboratory, the contents of the cooler will be compared with the COC. Any discrepancies will be noted on the COC or the laboratory's sample receipt form. If discrepancies occur, the samples in question will be segregated from normal sample storage and the field personnel notified for clarification. COC records will be maintained as part of the project records.

4.5 PURGE WATER

As part of the sampling procedures, sufficient water will be purged from each sampling port to prevent stagnant water in contact with the GAC units to overestimate performance. To avoid sampling water than that has been in contact with the GAC longer than the empty bed contact time, the system will be purged based upon the number of GAC unit size. However, lead will be sampled immediately at spigot locations.

- PFAS Purge volume for each GAC units = three bed volumes

To achieve these volumes prior to sampling, the system should be operated to purge the water through the systems. To determine if sufficient volume has been purged, either the flow meter or a bucket will be used to measure and record the volume purged. Once the purge volume has been achieved, the sample will be collected during active flow conditions to provide a representative sample. All purge water will be directed to the floor drain which is directed to the SSDS.

4.6 SAMPLE SHIPPING

PFAS sample bottles will be placed into the cooler (see 4.4.6.) and packed with double-bagged wet ice immediately following collection. Packing material will be used as necessary. A temperature blank will be placed in the cooler prior to shipment. The cooler shall be addressed to the appropriate laboratory and dispatched to ensure timely arrival.

4.6.1 Custody Seals

In cases where samples are to be shipped to the laboratory by a commercial carrier (e.g., FedEx®), a custody seal will be placed on the sample shipping container to ensure the samples have not been disturbed during transport. One seal will be placed on the front of the cooler, across the opening. The seals will be signed and dated by the sampling personnel.

4.7 DATA MANAGEMENT

The objectives of data management include:

- Review of data quality, also known as data validation; and
- Data processing or tracking and organizing the data using a database management system to facilitate reporting and prevent processing errors.

4.7.1 Data Quality Review

The data quality review will be conducted in accordance with CTDEEP's Quality Assurance and Quality Control (QA/QC) following the Reasonable Confidence Protocols (RCPs). These QA/QC procedures will provide a level of confidence in the quality of the acquired data. A brief overview of procedures for data validation includes:

- Holding Times: Compare the time and date the sample was collected (on the COC) to the date analyzed in the laboratory report. Verify the dates are within the recommended holding times for the methods.

- Blank Data: Verify through blank sample data results that no significant contamination issues exist from sampling activities, sample transport, storage at the sampling site, or laboratory analyses (where applicable).
- Overall Data Assessment: Examine the data package as a whole and compare it to (1) the COC to verify completeness, (2) the historical data to verify representativeness, and (3) previous data.

Qualification of the data may result if the evaluation criteria are not met. Data qualification(s) will be presented in the sampling report.

4.7.2 Data Processing/Management

The laboratory data report might be provided in various formats including, a PDF, an Excel® spreadsheet format or other electronic data deliverable (EDD) as specified by the Town's consultant. Electronic deliverables are preferred to reduce potential transcription errors. These data will be incorporated into data reports based upon the sampling event and transmitted to the Town of Killingworth.

4.8 REPORTING

Upon receipt of the data, the Town's consultant will interpret the results to determine if there are any DWAL exceedances between the lead/lag GAC units or post lag unit. If there is an PFAS exceedance, the following notification will take place.

- If concentrations exceed 50-percent of the DWAL after the lead GAC unit but not after the lag GAC unit.
    - Notification to the First Selectman and Superintendent of Schools indicating that a change out will be required.
- An exceedance after the lag GAC unit.
    - Notification to CT-DPH and the First Selectman.
    - First Selectman will notify the Superintendent of Schools.
    - Superintendent of Schools will notify the Principal of Killingworth Elementary School.
    - Bottled water would be provided until the GAC units have been changed out.
- A second notice will be provided once the GAC units have been changed out and the concentration have been reported below the CT-DPH DWALs.
- Lead exceedances will be managed by the school and is considered separate from the PFAS treatment.

Lead sampling and notifications are not subject to this PFAS notification. CT-DPH has a separate defined lead notification requirement.

4.8.1 Periodic Reporting

Documentation will be reported either quarterly or after sampling events.

- When samples are collected, the laboratory data report will be reviewed to determine if concentrations exceed the DWAL within 24 to 48 hours of receipt and verbally (or e-mail) reported to both the First Selectman and Superintendent of schools. Any exceedance past the lag GAC will also be reported to CT-DPH.
- All performance and routine maintenance will be summarized in a quarterly report. This report will include all analytical data that may have been collected that period.

- Annually, the data will be reviewed to report trends (i.e., frequency of change outs, changes in the influent concentrations and changes in pressures across the GAC units). This data will be used to assess the subsequent years cost.

TABLES

Table 1.0 Analytical Results
Town of Killingworth

Sample Locations	CT-DPH DWAL Criteria	Units	Area 1		Area 2				
			Public Works	Fire Department	KES Well #1	KES Well #2	KES "BLENDED"	KES-BLENDED Reanalysis	KES-Blended Re-Sample
PFAS Compounds	**Sampling date**		**1/20/2022**	**1/20/2022**	**2/2/2022**	**1/20/2022**	**2/2/2022**	**2/2/2022**	**3/25/2022**
Regulated PFAS Compounds									
Perfluorohexane sulfonic acid (PFHxS)	49.0	ng/L	620.0	610.0	32.0	6.5	22.0	27.0	13.0
Perfluoro-n-hexanoic acid (PFHxA)	240.0	ng/L	160.0	120.0	10.0	5.2	7.8	9.5	6.1
Perfluoro-n-nonanoic acid (PFNA)	12.0	ng/L	9.1	13.0	0.9	ND	ND	0.8	ND
Perfluoro-n-octanoic acid (PFOA)	16.0	ng/L	56.0	67.0	9.5	4.8	7.2	9.1	5.1
Perfluorooctane sulfonic acid (PFOS)	10.0	ng/L	1,000.0	1,400.0	45.0	9.0	30.0	38.0	16.0
Hexafluoropropylene oxide dimer acid (HFPO-DA; GenX)	19.0	ng/L	ND	ND	ND	ND	ND	ND	ND
Perfluorobutane sulfonic acid (PFBS)	760.0	ng/L	99.0	73.0	4.9	2.4	3.9	4.7	4.8
Perfluorobutanoic acid (PFBA)	1,800.0	ng/L	NA	NA	NA	NA	NA	NA	NA
6:2 chloropolyfluoroether sulfonic acid (6:2 Cl-PFESA, 9Cl-PF3ONS, F-53B najor)	2.0	ng/L	NA	NA	NA	NA	NA	NA	NA
8:2 chloropolyfluoroether sulfonic acid (8:2 Cl-PFESA, 11Cl-PF3OUdS,F-53B minor)	5.0	ng/L	NA	NA	NA	NA	NA	NA	NA
Non- Regulated PFAS Compounds									
9-chlorohexadecafluoro-3-oxanone-1-sulfonic acid (9Cl-PF3ONS)	NE	ng/L	ND	ND	ND	ND	ND	ND	ND
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS	NE	ng/L	ND	ND	ND	ND	ND	ND	ND
Perfluoro-n-heptanoic acid (PFHpA)	NE	ng/L	35.0	43.0	4.3	2.0	3.2	4.0	2.1
4,8-dioxa-3H-perfluorononanoic acid (ADONA)	NE	ng/L	ND	ND	ND	ND	ND	ND	ND
N-ethylperfluoro-1-octanesulfonamidoacetic acid (EtFOSAA)	NE	ng/L	ND	ND	ND	ND	ND	ND	ND
N-methylperfluoro-1-octanesulfonamidoacetic acid (MeFOSAA)	NE	ng/L	ND	ND	ND	ND	ND	ND	ND
Perfluoro-n-decanoic acid (PFDA)	NE	ng/L	1.7	3.8	ND	ND	ND	ND	ND
Perfluoro-n-dodecanoic acid (PFDoA)	NE	ng/L	ND	ND	ND	ND	ND	ND	ND
Perfluoro-n-heptanoic acid (PFHpA)	NE	ng/L	35.0	43.0	4.3	2.0	3.2	4.0	2.1
Perfluoro-n-tetradecanoic acid (PFTeDA)	NE	ng/L	ND	ND	ND	ND	ND	ND	ND
Perfluoro-n-tridecanoic acid (PFTrDA)	NE	ng/L	ND	ND	ND	ND	ND	ND	ND
Perfluoro-n-undecanoic acid (PFUdA)	NE	ng/L	ND	ND	ND	ND	ND	ND	ND
Sodium and Chloride									
Sodium	28.0	mg/L	92.0	90.0	28.0	15.0	NA	NA	NA
Chloride	250.0	mg/L	21.0	240.0	130.0	48.0	NA	NA	NA

Values in red exceed the CT DPH Drinking Water Action Level (DWAL) Criteria or above a notification requirement (sodium)

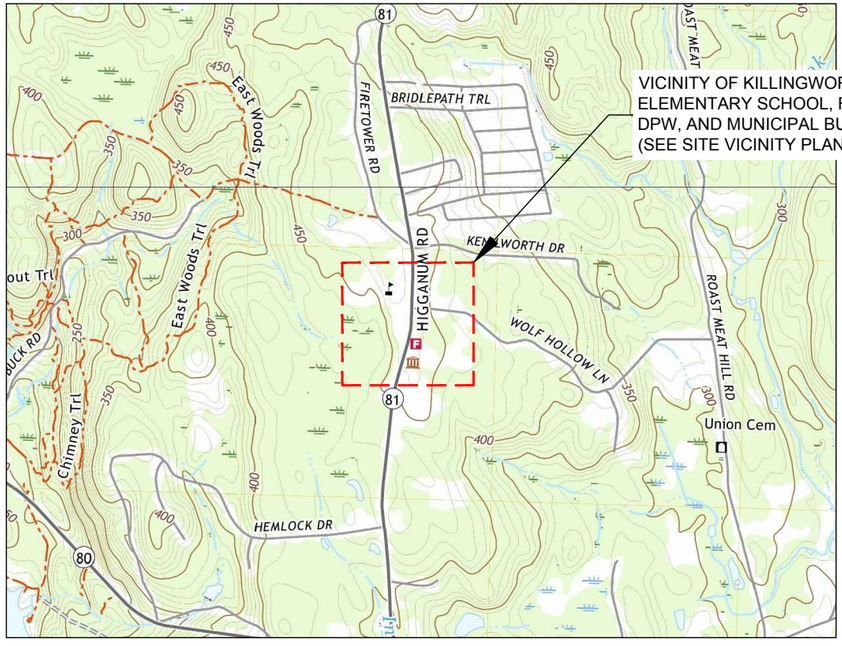
Table 2.0
List of EPA Method 533 PFAS 25-Compounds
and (abbreviations)

Compounds	**Abbreviation**
11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid	(11Cl-PF3OUdS)
9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid	(9Cl-PF3ONS)
4,8-Dioxa-3H-perfluorononanoic acid	(ADONA)
Hexafluoropropylene oxide dimer acid	(HFPO-DA)
Nonafluoro-3,6-dioxaheptanoic acid	(NFDHA)
Perfluorobutanoic acid	(PFBA)
Perfluorobutanesulfonic acid	(PFBS)
1H,1H, 2H, 2H-Perfluorodecane sulfonic acid	(8:2FTS)
Perfluorodecanoic acid	(PFDA)
Perfluorododecanoic acid	(PFDoA)
Perfluoro(2-ethoxyethane)sulfonic acid	(PFEESA)
Perfluoroheptanesulfonic acid	(PFHpS)
Perfluoroheptanoic acid	(PFHpA)
1H,1H, 2H, 2H-Perfluorohexane sulfonic acid	(4:2FTS)
Perfluorohexanesulfonic acid	(PFHxS)
Perfluorohexanoic acid	(PFHxA)
Perfluoro-3-methoxypropanoic acid	(PFMPA)
Perfluoro-4-methoxybutanoic acid	(PFMBA)
Perfluorononanoic acid	(PFNA)
1H,1H, 2H, 2H-Perfluorooctane sulfonic acid	(6:2FTS)
Perfluorooctanesulfonic acid	(PFOS)
Perfluorooctanoic acid	(PFOA)
Perfluoropentanoic acid	(PFPeA)
Perfluoropentanesulfonic acid	(PFPeS)
Perfluoroundecanoic acid	(PFUnA)

FIGURES

TOWN OF KILLINGWORTH
WELLHEAD TREATMENT
KILLINGWORTH, CONNECTICUT

INDEX OF FIGURES



PROJECT LOCUS MAP

SOURCE: USGS TOPOGRAPHIC MAPS OF CLINTON, CT (2021) AND HADDAM, CT (2021)

0 250' 500' 1000' 1500'

SCALE IN FEET

NO.	ISSUE/DESCRIPTION	BY	DATE

WELL HEAD TREATMENT
KILLINGWORTH, CONNECTICUT

LOCATION PLAN AND FIGURE INDEX

PREPARED BY:
GZA GeoEnvironmental, Inc.
Engineers and Scientists
www.gza.com

PREPARED FOR:
TOWN OF KILLINGWORTH
323 ROUTE 81
KILLINGWORTH, CONNECTICUT

PROJ MGR: RJD	REVIEWED BY: RD/MW	CHECKED BY: RD/MW	FIGURE 1
DESIGNED BY: MAW	DRAWN BY: KJB	SCALE: AS SHOWN	
DATE: MARCH 2024	PROJECT NO. 05.0046908.02	REVISION NO.	SHEET NO. 1 OF 10

LEGEND

POTABLE WATER WELL

NOTES:

1. 2019 AERIAL PHOTO OBTAINED FROM CT ECO ONLINE DATABASE.

N

0 75 150 300

SCALE IN FEET

NO.	ISSUE/DESCRIPTION	BY	DATE

WELL HEAD TREATMENT
KILLINGWORTH, CONNECTICUT

SITE VICINITY PLAN - ELEMENTARY SCHOOL, FIRE DEPARTMENT, DEPARTMENT OF PUBLIC WORKS, AND MUNICIPAL BUILDINGS

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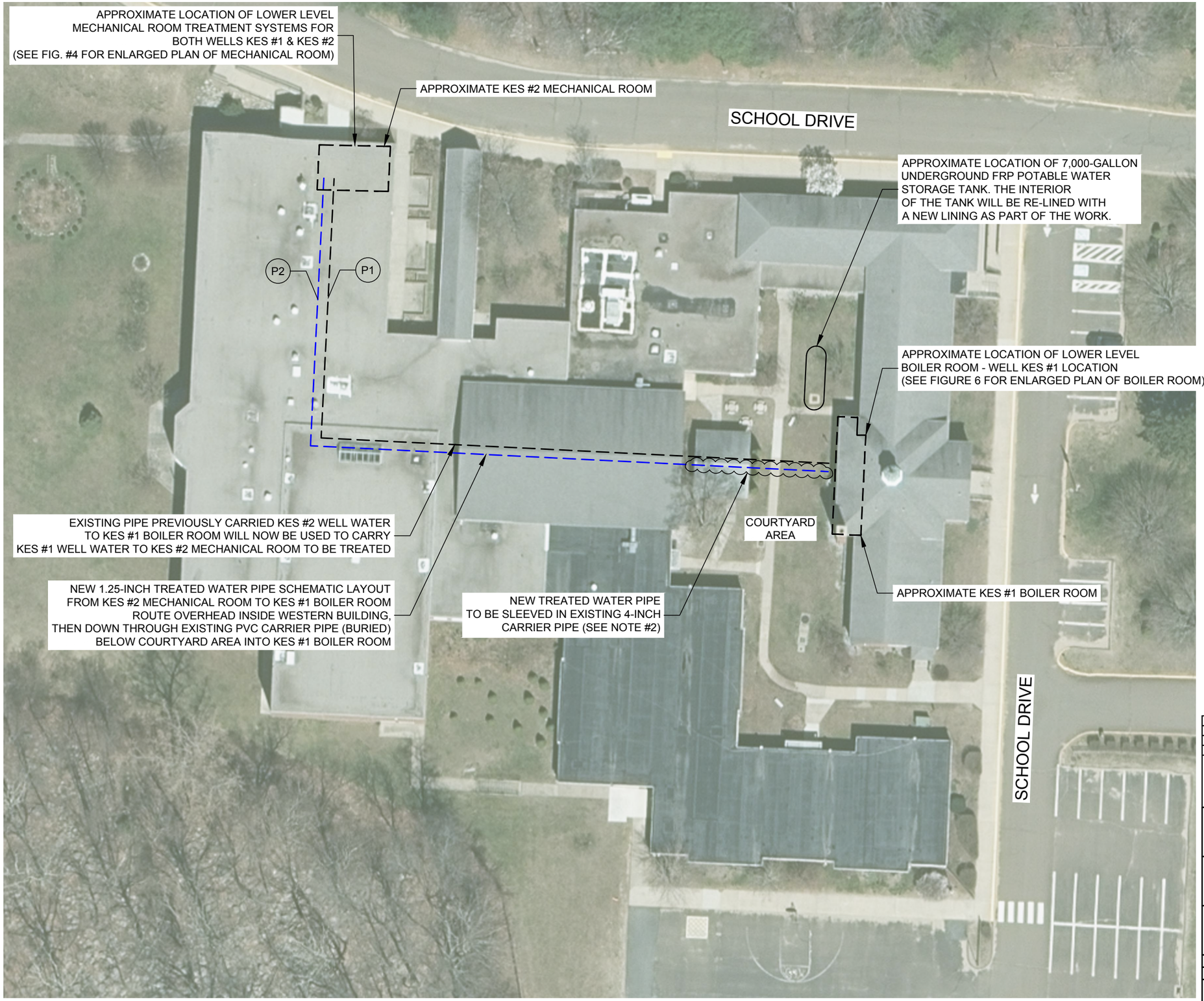
323 ROUTE 81
KILLINGWORTH, CONNECTICUT

PROJ MGR: RJD	REVIEWED BY: RD/MW	CHECKED BY: RD/MW	FIGURE 2
DESIGNED BY: MAW	DRAWN BY: KJB	SCALE: AS SHOWN	
DATE: MARCH 2024	PROJECT NO. 05.0046908.02	REVISION NO.	SHEET NO. 2 OF 10



LEGEND

- CONTAMINATED WATER LINE
- TREATED WATER LINE
- P1 — CONTAMINATED WATER FROM KES #1
- P2 — TREATED WATER

NOTES:

1. 2019 AERIAL PHOTO OBTAINED FROM CT ECO ONLINE DATABASE.
2. NO FITTINGS OR JOINTS WILL BE INSTALLED IN THE PIPING SLEEVED THROUGH THE EXISTING 4-INCH CARRIER PIPE.

N

0 20 40 80

SCALE IN FEET

NO.	ISSUE/DESCRIPTION	BY	DATE

WELL HEAD TREATMENT
KILLINGWORTH, CONNECTICUT

KES SITE PLAN

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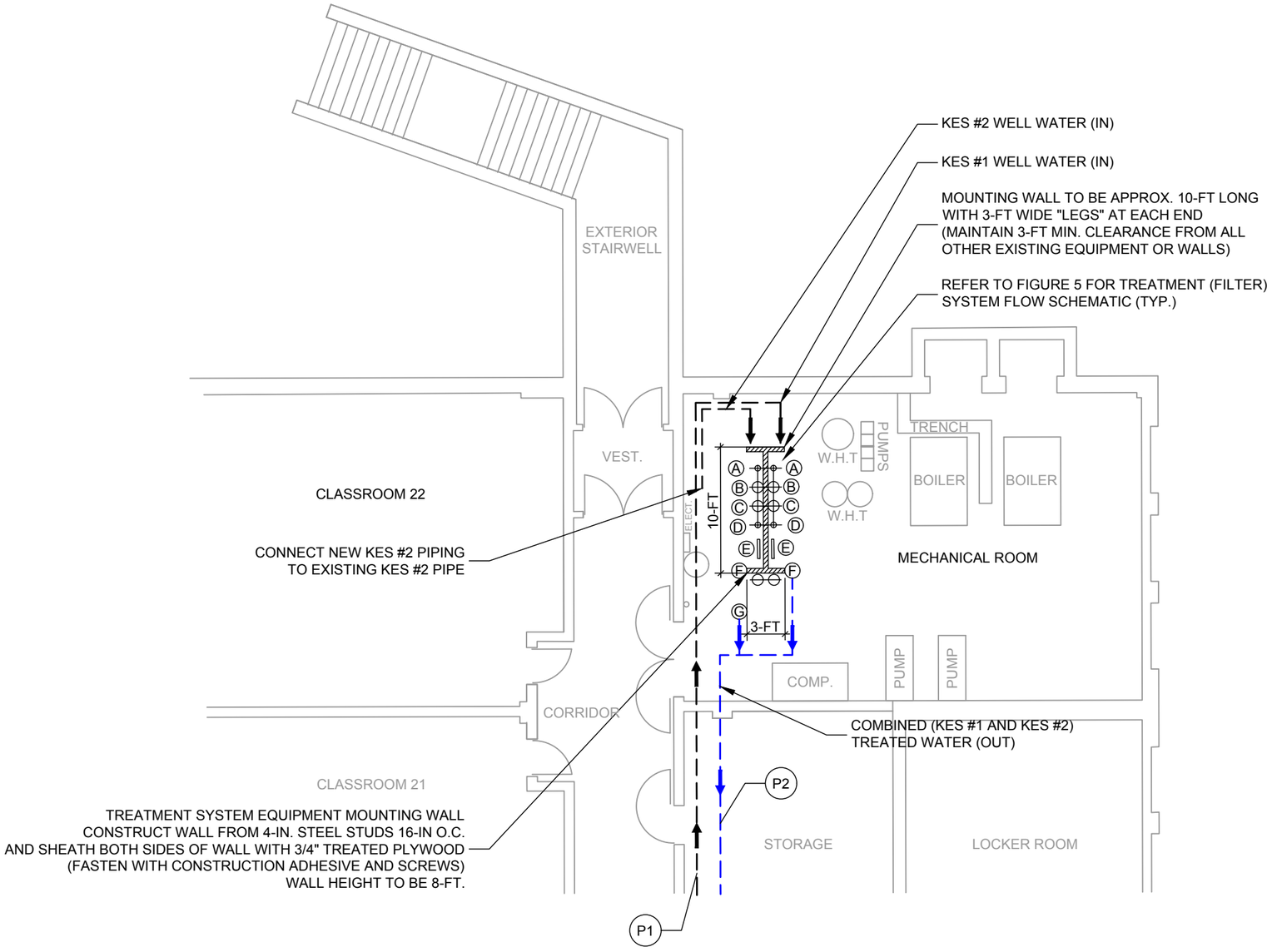
PREPARED FOR:
TOWN OF KILLINGWORTH
323 ROUTE 81
KILLINGWORTH, CONNECTICUT

PROJ MGR: RJD	REVIEWED BY: RD/MW	CHECKED BY: RD/MW	FIGURE 3
DESIGNED BY: MAW	DRAWN BY: KJB	SCALE: AS SHOWN	
DATE: MARCH 2024	PROJECT NO. 05.0046908.02	REVISION NO.	SHEET NO. 3 OF 10



(PARTIAL) ENLARGED LOWER LEVEL FLOOR PLAN - KES #2 MECHANICAL ROOM

SCALE: 1" = 10'

LEGEND

- (P1) CONTAMINATED WATER PIPING FROM KES #1
- (P2) NEW TREATED COMBINED WATER PIPING FROM KES #1 AND KES #2 TO KES #1 BOILER ROOM

EQUIPMENT LIST

- (A) ENPRESS 50-5 MICRON FILTER
- (B) CULLIGAN CTM-CF-30
- (C) CULLIGAN CTM-CF-30
- (D) ENPRESS 50-5 MICRON FILTER
- (E) VIQUA PRO 30
- (F) CLACK CORPORATION 16X65 HDPE MINERAL TANK
- (G) AMTROL MODEL WX 251 PRESSURE TANK

N

0 5 10 20

SCALE IN FEET

NO.	ISSUE/DESCRIPTION	BY	DATE

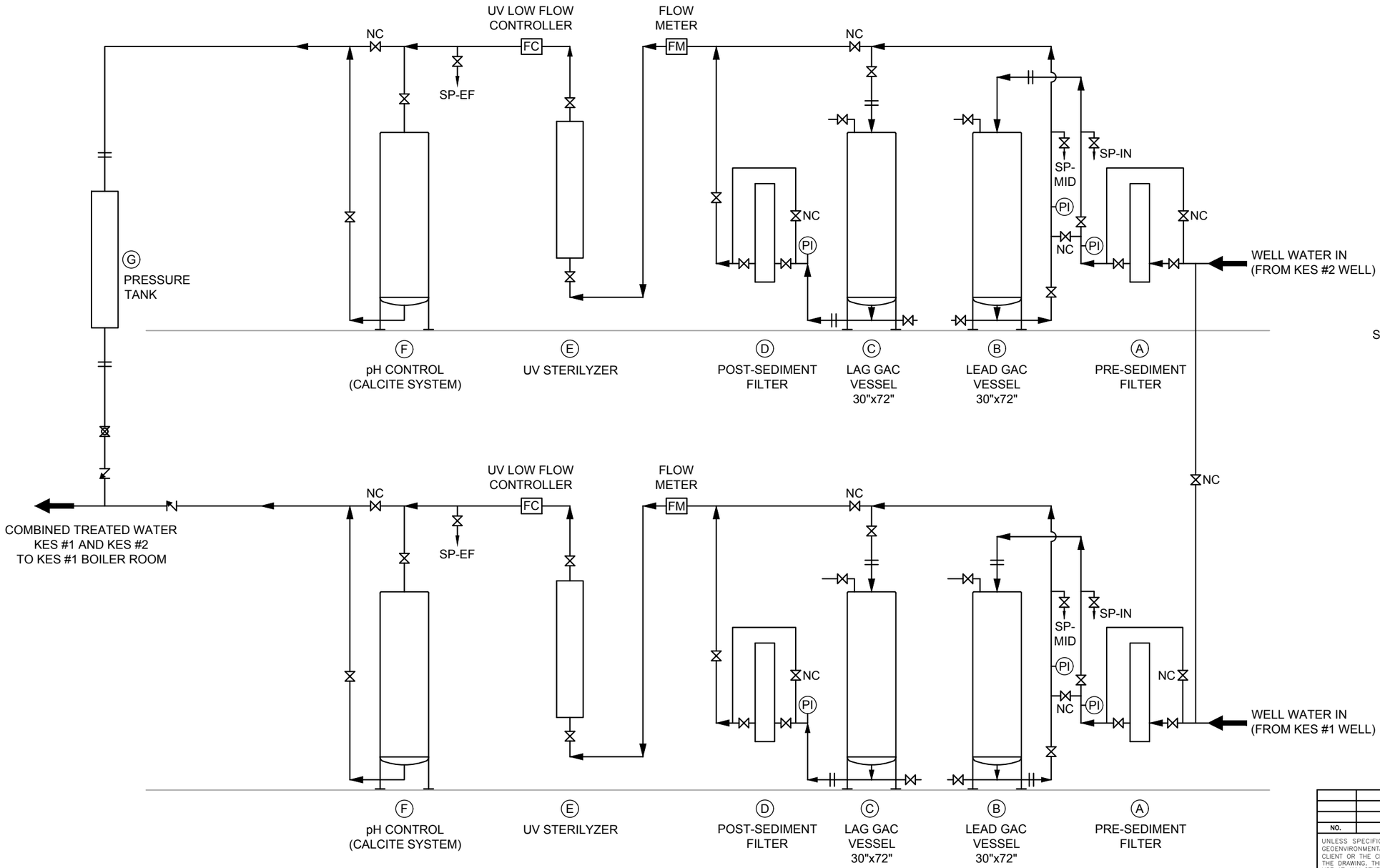
WELL HEAD TREATMENT
KILLINGWORTH, CONNECTICUT

KES #2 MECHANICAL ROOM ENLARGED PLAN

PREPARED BY:
GZA GeoEnvironmental, Inc.
Engineers and Scientists
www.gza.com

PREPARED FOR:
TOWN OF KILLINGWORTH
323 ROUTE 81
KILLINGWORTH, CONNECTICUT

PROJ MGR: RJD	REVIEWED BY: RD/MW	CHECKED BY: RD/MW	FIGURE 4
DESIGNED BY: MAW	DRAWN BY: KJB	SCALE: AS SHOWN	
DATE: MARCH 2024	PROJECT NO. 05.0046908.02	REVISION NO.	SHEET NO. 4 OF 10



EQUIPMENT LIST

A	ENPRESS 50-5 MICRON FILTER
B	CULLIGAN CTM-CF-30
C	CULLIGAN CTM-CF-30
D	ENPRESS 50-5 MICRON FILTER
E	VIQUA PRO 30
F	CLACK CORPORATION 16X65 HDPE MINERAL TANK
G	AMTROL MODEL WX 251 PRESSURE TANK

LEGEND

SP-XX	SAMPLE PORT
	GLOBE VALVE
	RELAY CONTROLLED BALL VALVE
FC	FLOW CONTROLLER
FM	FLOW METER
PI	PRESSURE INDICATOR
	UNION
	CHECK VALVE
	DIRECTION OF FLOW
NC	NORMALLY CLOSED

NOTES:

1. ALL TREATMENT SYSTEM PIPING TO BE 1-INCH DIAMETER PEX (TYPICAL).
2. ALL VALVES ARE NORMALLY OPEN UNLESS OTHERWISE INDICATED.
3. TREATMENT SYSTEM FOR BOTH KES #1 AND KES #2 WELL WATER LOCATED IN LOWER LEVEL MECHANIC ROOM. SEE FIGURE 4.
4. THE ULTRAVIOLET STERILYZER SHALL BE PROVIDED WITH A GROUND FAULT PROTECTION CIRCUIT.
5. THE UV FLOW CONTROLLER WILL ALSO RESTRICT THE FLOWS FROM KES #1 AND KES #2 TO 8-GALLONS PER MINUTE.

FILTER SYSTEM SCHEMATIC
NO SCALE

NO.	ISSUE/DESCRIPTION	BY	DATE

WELL HEAD TREATMENT
KILLINGWORTH, CONNECTICUT

KES TREATMENT SYSTEM FLOW SCHEMATIC

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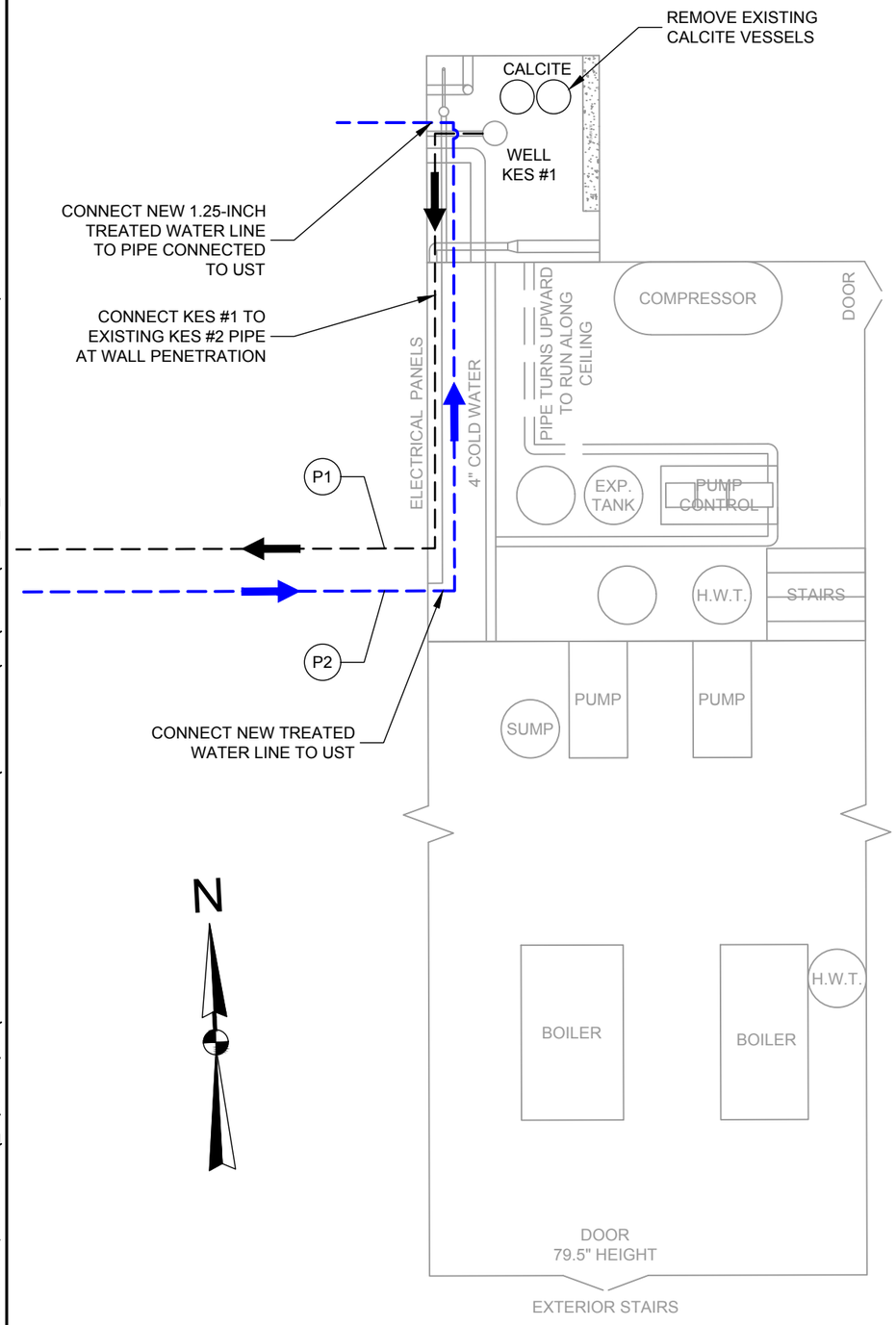
PREPARED FOR:
TOWN OF KILLINGWORTH
323 ROUTE 81
KILLINGWORTH, CONNECTICUT

PROJ MGR: RJD	REVIEWED BY: RD/MW	CHECKED BY: RD/MW	FIGURE 5
DESIGNED BY: MAW	DRAWN BY: KJB	SCALE: AS SHOWN	
DATE: MARCH 2024	PROJECT NO. 05.0046908.02	REVISION NO.	SHEET NO. 5 OF 10



(PARTIAL) ENLARGED LOWER LEVEL PLAN OF KES #1 BOILER ROOM

SCALE: 1" = 5'

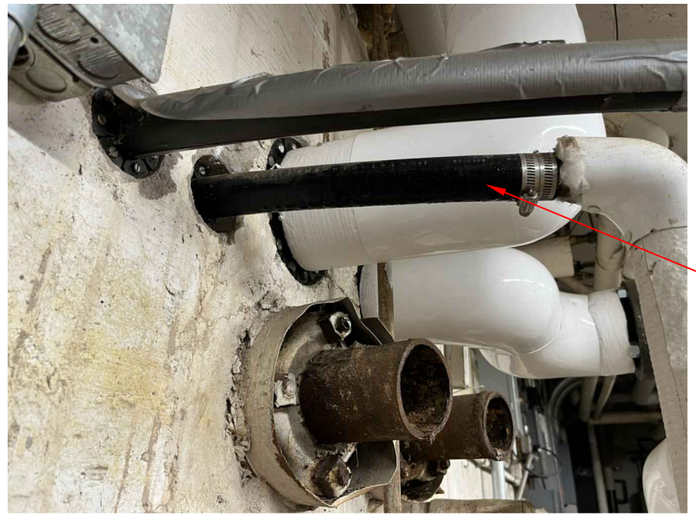


PHOTO AT WEST WALL OF KES #1 BOILER ROOM

(P1) EXISTING (INCOMING) KES #2 PIPE TO BE USED AS (OUTGOING) PIPE FOR KES #1 WELL WATER TO TREATMENT SYSTEM LOCATED IN KES #2 LOWER LEVEL MECHANICAL ROOM (REFER TO FIGURE 4)

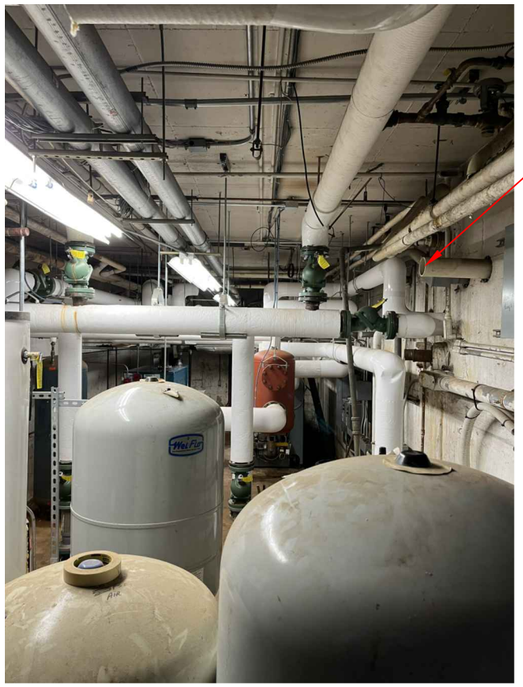


PHOTO LOOKING SOUTH AT WEST WALL OF KES #1 BOILER ROOM

(P2) EXISTING 4-INCH PVC CARRIER PIPE TO BE USED FOR ROUTING NEW 1.25-INCH TREATED WATER PIPE FROM TREATMENT SYSTEM LOCATED IN KES #2 LOWER LEVEL MECHANIC ROOM (REFER TO FIGURE 4) TO THIS AREA (KES #1 BOILER ROOM)

NO.	ISSUE/DESCRIPTION	BY	DATE

WELL HEAD TREATMENT
KILLINGWORTH, CONNECTICUT

KES #1 BOILER ROOM ENLARGED PLAN

PREPARED BY:
GZA GeoEnvironmental, Inc.
Engineers and Scientists
www.gza.com

PREPARED FOR:
TOWN OF KILLINGWORTH
323 ROUTE 81
KILLINGWORTH, CONNECTICUT

PROJ MGR: RJD	REVIEWED BY: RD/MW	CHECKED BY: RD/MW	FIGURE 6
DESIGNED BY: MAW	DRAWN BY: KJB	SCALE: AS SHOWN	
DATE: MARCH 2024	PROJECT NO. 05.0046908.02	REVISION NO.	SHEET NO. 6 OF 10

APPENDIX A
LIMITATIONS

USE OF REPORT

1. GZA GeoEnvironmental, Inc. (GZA) prepared this Report on behalf of, and for the exclusive use of our Client for the stated purpose(s) and location(s) identified in the Proposal for Services and/or Report. Use of this Report, in whole or in part, at other locations, or for other purposes, may lead to inappropriate conclusions; and we do not accept any responsibility for the consequences of such use(s). Further, reliance by any party not expressly identified in the agreement, for any use, without our prior written permission, shall be at the party's sole risk, and without any liability to GZA.

STANDARD OF CARE

2. GZA's findings and conclusions are based on work conducted as part of the Scope of Services set forth in the Proposal for Services and/or Report and reflect our professional judgment. These findings and conclusions must be considered not as scientific or engineering certainties, but rather as our professional opinions concerning the limited data gathered during the course of our work. Conditions other than described in this report may be found at the subject location(s).

3. GZA's services were performed using the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services, at the same time, under similar conditions, at the same or similar property. No warranty, express or implied, is made. Specifically, GZA does not and cannot represent that the Site contains no hazardous material, oil, or other latent condition beyond that observed by GZA during its study. Additionally, GZA makes no warranty that any response action or recommended action will achieve all of its objectives or that the findings of this study will be upheld by a local, state, or federal agency.

4. In conducting our work, GZA relied upon certain information made available by public agencies. Client and/or others. GZA did not attempt to independently verify the accuracy or completeness of that information. Inconsistencies in this information which we have noted, if any, are discussed in the Report.

SUBSURFACE CONDITIONS

5. The generalized soil profile(s) provided in our Report are based on widely-spaced subsurface explorations and are intended only to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized, were developed utilizing interpolation/extrapolation methods, and were based on our assessment of subsurface conditions. The composition of strata, and the transitions between strata, may be more variable and more complex than indicated. For more specific information on soil conditions at a specific location refer to the exploration logs. The nature and extend of variations between these explorations may not become evident until further exploration or construction. If variations or other latent conditions then become evident, it will be necessary to reevaluate the conclusions and recommendations of this Report.

6. Water level readings have been made, as described in this Report, in the specified monitoring wells at the specified times and under the stated conditions. These data have been reviewed and interpretations have been made in this Report. Fluctuations in the level of the groundwater, however, occur due to temporal or spatial variations in areal recharge rates and heterogeneities, the presence of subsurface utilities, and/or natural or artificially induced perturbations. The observed water table and hydraulic heads may be other than indicated in the Report.

COMPLIANCE WITH CODES AND REGULATIONS

7. We used reasonable care in identifying and interpreting applicable codes and regulations necessary to execute our scope of work. These codes and regulations are subject to various, and possibly contradictory, interpretations. Interpretations and compliance with codes and regulations by other parties is beyond our control.

SCREENING AND ANALYTICAL TESTING

8. GZA collected environmental samples at the locations identified in the Report. These samples were analyzed for the specific parameters identified in the Report. Additional constituents, for which analyses were not conducted, may be present in soil, groundwater, surface water, sediment, and/or air. Future Site activities and uses may result in a requirement for additional testing.

9. Our interpretation of field screening and laboratory data is presented in the Report. Unless noted otherwise, we relied upon the laboratory's QA/QC program to validate these data.

10. Variations in the types and concentrations of contaminants observed at a given location or time may occur due to release mechanisms, disposal practices, changes in flow paths, and/or the influence of various physical, chemical, biological, or radiological processes. Subsequently observed concentrations may be other than indicated in the Report.

INTERPRETATION OF DATA

11. Our opinions are based on available information and data as described in the Report, and on our professional judgment. Additional observations made over time, and/or space, may not support he opinions provided in the Report.

ADDITIONAL INFORMATION

12. In the event that the Client or others authorized to use this report obtain additional information on environmental or hazardous waste issues at the Site not contained in this Report, such information shall be brought to GZA's attention forthwith. GZA will evaluate such information and, on the basis of this evaluation, may modify the conclusions stated in this Report.

ADDITIONAL SERVICES

13. GZA recommends that we be retained to provide services during any future investigations, design, implementation, activities, construction, and/or property development/redevelopment of the Site. This will allow us the opportunity to: i) observe conditions and compliance with our design concepts and opinions; ii) allow for changes in the event that conditions are other than anticipated; iii) provide modifications to our design; and iv) assess the consequences of changes in technologies and/or regulations.

APPENDIX B
CUTSHEETS

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner

Ned Lamont
Governor

Susan Bysiewicz
Lt. Governor

Drinking Water Section

January 9, 2024

Mr. Eric Couture
First Selectman
Town of Killingworth
323 route 81
Killingworth, CT 06419

PWS Name:	Killingworth Town Hall & Killingworth Elementary School
Town:	Killingworth
PWSID:	CT0700204 & CT0709003
DWS Project No.:	SFY 23-70 & SFY 23-71
Project:	PFAS/Sodium Remediation

Subject: Drinking Water State Revolving Fund (DWSRF)
Design Review Comments – Request for Additional Information

Dear Mr. Eric Couture:

The Department of Public Health (DPH) has reviewed the document titled Point-of-Entry Treatment Systems for Killingworth Elementary School (KES) and the Town of Killingworth Municipal Center (KMC) dated October 2023, that was submitted for the Killingworth Town Campus & Elementary School PFAS and Sodium Remediation project by GZA GeoEnvironmental, Inc. on behalf of the Town of Killingworth. As a result of our review, please see the following comments and requests for additional information and respond to this office to proceed with the technical approval process for the above-mentioned project.

Comments from sanitary survey review:

1. KES – the atmospheric storage tank appears to have a combined vent and overflow and should be separated, if possible.
2. KES – the casing for Well #1 is rusty and flaking. It is recommended that the well casing be checked for integrity and at the least be sanded down and repainted.
3. KMC – the pressure gauge at the hydropneumatic tank was in disrepair and must be replaced.

Phone: (860) 509-7333 • Fax: (860) 509-7359
410 Capitol Avenue, MS#12DWS, P.O. Box 340308
Telecommunications Relay Service 7-1-1
Hartford, Connecticut 06134-0308
www.ct.gov/dph
Affirmative Action/Equal Opportunity Employer

Comments from design review:

4. The water from the line flushing that is planned to remove legacy PFAS in the distribution system should be handled and disposed of properly.
5. It appears that the EBCT for the GAC filter vessels at KES is stated to be 8-minutes through two GAC vessels and at the Town, 4-minutes through four vessels. A minimum of 10-minute EBCT is required in each vessel regardless of whether the vessels are operated in parallel. This design appears to be undersized and should be scaled appropriately to achieve non-detectable levels of PFAS. If there is no space for larger tanks, resin media may be a viable alternative treatment method with lower EBCTs depending on the product.
6. There appears to be bypass valves for the GAC treatment indicated in the drawings. All water supplied to consumers should be continuously treated by the PFAS treatment system. No bypass lines should be installed for servicing/routine maintenance. A parallel train may be utilized to provide potable water when one train is out of service.
7. What is the reasoning behind installing UV? The addition of UV treatment will increase the water system's monitoring requirements. Systems using non 4-log certified disinfection are required to conduct source water monitoring at the same frequency as RTCR sampling. Also, there has only been one period of occurrences of total coliform bacteria with the town hall PWS in 2015. Is UV necessary? Additionally, please share the reasoning of their location in the treatment trains. Would it possibly be more beneficial to install the UV disinfection before the GAC filters to address organism growth on the filters?
8. Refer to DPH UV Treatment Guidance. Please ensure that conditions in the guidelines regarding influent water quality, unit installations and monitoring are being met.
9. Raw water sample taps must be smooth nosed and installed on influent well water lines prior to the check valve on the well discharge line.
10. All treatment system components must be certified to the NSF/ANSI Standards for use with drinking water systems and media to the NSF/ANSI Standard 60. Please indicate if Culligan and RO components are certified to these standards.
11. KMC – DPW Well – The DPH has only ever regulated the Town Hall Well as part of the PWS CT0700204. If a PWS wants to add a well to the regulated public water system, it must go through the well approval process. This begins with 1) Well Site Suitability Application and 2) Well Quality and Quantity Application and ends with the well use approval. We should discuss the implications of connecting this well to the regulated public system.
12. Restricting the fire department well from 40 gpm to 8 gpm may cause unfavorable backpressure on the well pump depending on pump sizing. This should be evaluated prior to finalizing the design.
13. There is no MCL for sodium and the notification level for sodium was increased in the 2021 regulation change to RCSA19-13-B102 to require public notice if the sodium level is above 100 mg/L. RO can also treat PFAS. Why are both GAC and RO being installed for the town system? The RO treatment and remineralization tank may not be necessary.

14. The RO reject water is shown to go to a dedicated drywell. The drywell must be located outside of the sanitary radii of the wells and shall conform with the requirements of the comprehensive general permit. Additionally, the reject water discharge must meet the regulatory and technical standards indicated by the DPH Environmental Engineering Program.
15. Was circulation of the RO reject water considered?
16. How will spent sediment filters be disposed of? Used sediment filters may contain PFAS.
17. Will start up backwash procedures be utilized when GAC is changed to condition the new media?
18. Please provide the technical specifications for the “remineralization tanks”.

Comments from October 17, 23 meeting:

19. Please respond to the Preliminary Engineering Report comments sent on October 11, 2023 from the DWS Emerging Contaminant Unit.
20. Please submit DWS Public Water System General Application for Approval or Permit.
21. Please submit a Water Treatment Plant Classification Form.
22. Please submit a DWSRF Pre-Bid Checklist along with all supporting documentation.
23. Please provide an engineering best estimate of the project cost.

If you have any questions or need any assistance, please do not hesitate to contact me at Joseph.Buehler@ct.gov.

Sincerely,

Joseph Buehler, P.E.
Environmental Engineer
Drinking Water Section

Copy: Robert Albert, Regional School District 17
Richard Desrosiers, GZA
Mandy Smith, DWS
Austin McMann, DWS
Patricia Bisacky, DWS
Aaron Medford, DWS

APPENDIX C
NATHAN L. JACOBSON & ASSOCIATES, INC. DRAWING

WELL-X-TROL®

Diaphragm Well Tanks: WX-100, 200 and 300 Series

150 PSIG Working Pressure

Construction

Shell	High Strength Steel
Diaphragm	Heavy Duty Butyl
Liner	Antimicrobial
System Connection	Stainless Steel
Finish	Tuf-Kote™ HG Blue
Water Circulator	Turbulator®
Air Valve	Projection Welded
Factory Precharge	38 PSIG (2.6 bar)

Performance

Maximum Operating Temperature	200°F (93°C)
Maximum Working Pressure	150 PSIG (10.3 bar)
Maximum Relief Valve Setting	125 PSIG (8.6 bar)
Warranty	7-Years

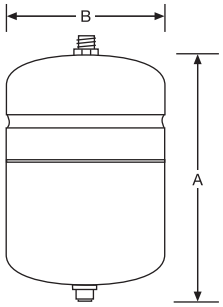
Application

- Controls pump cycling in residential well water systems.
- Can be installed indoors or outdoors.

In-Line Models

Model Number	Tank Volume		Max. Acceptance Factor	A Tank Height		B Tank Diameter		System Connection (NPTM)	Shipping Weight	
	Gal	Lit		In	mm	In	mm	In	Lbs	Kg
WX-101	2.0	8	0.45	13	330	8	203	¾	5	2
WX-102	4.4	17	0.55	15	381	11	279	¾	9	4
WX-103	6.7	25	0.40	20	508	11	279	¾	13	6
WX-104	10.3	39	1.00	18	457	15	381	1	20	9
WX-200	14.0	53	0.81	22	559	15	381	1	22	10

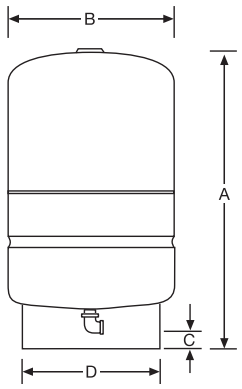
Available in gray. Use suffix G.



Stand Models

Model Number	Tank Volume		Max. Accept. Factor	A Tank Height		B Tank Diameter		C Sys. Conn. Centerline		D Stand Diameter		System Conn. (NPTF)	Shipping Weight	
	Gal	Lit		In	mm	In	mm	In	mm	In	mm	In	Lbs	Kg
WX-201	14.0	53	0.81	25	635	15	381	1 19/32	40	12	304	1	25	11
WX-202	20.0	76	0.57	32	813	15	381	1 19/32	40	12	304	1	32	15
WX-202XL	26.0	98	0.44	39	991	15	381	1 19/32	40	12	304	1	39	18
WX-203	32.0	121	0.35	47	1194	15	381	1 19/32	40	12	304	1	47	21
WX-205	34.0	129	1.00	30	762	22	559	1 15/16	49	20½	521	1¼	57	26
WX-250	44.0	167	0.77	36	914	22	559	1 15/16	49	20½	521	1¼	65	29
WX-251	62.0	235	0.55	47	1194	22	559	1 15/16	49	20½	521	1¼	87	39
WX-255	81.0	306	0.41	57	1448	22	559	1 15/16	49	20½	521	1¼	109	49
WX-302	86.0	326	0.54	47	1194	26	660	2 1/16	52	20½	521	1¼	106	48
WX-350	119.0	450	0.39	62	1575	26	660	2 1/16	52	20½	521	1¼	146	66

Avaliable in Blue only. Available in Tan and Gray. Use suffix T or G.



All dimensions and weights are approximate.

Job Name _____ Notes _____

Engineer _____ _____

Contractor _____ _____

P.O. No. _____ _____

Sales Rep. _____ _____

Model No. _____ _____

Antimicrobial. Turbulator.

NSF Certified to NSF/ANSI/CAN 61

ISO 9001:2015 CERTIFIED

LEAD FREE IAPMO R&T

Worthington Industries Inc., 1400 Division Road, West Warwick, RI 02893 USA T: 401.884.6300 **www.amtrol.com**

MC4400 (09/22)

Clack® Mineral Tanks

Clack Mineral Tanks are made of high density polyethylene (HDPE) plastic liner with composite fiberglass filament winding over the liner. Clack's design provides a continuous seamless inner liner with a glass filled polypropylene inlet for higher strength and pressure capabilities. Residential and commercial pressure tanks are available from 8" to 30" diameters.

FEATURES:

- **For water softener and filtration applications**
- **Capacities from 6.7 to 189.1 gallons**
- **10 year warranty for 8" - 13" vessels**
- **5 year warranty for 14" - 30" vessels**

MATERIAL OF CONSTRUCTION:

- **Inner liner high density polyethylene**
- **Threaded inlet glass filled polypropylene**

OPERATING PARAMETERS:

- **Maximum operating pressure: 150 psi**
- **Maximum operating temperature: 120°F**

EXCEEDS NSF/ANSI 44 MINIMUM PERFORMANCE REQUIREMENTS:

- **Safety factor: 4:1**
- **Minimum burst at 600 psi**
- **Tested to 100,000 cycles/0-150 psi**

COLORS AVAILABLE:

ALMOND
BLACK
BLUE
GREY
NATURAL

This product is Tested and Certified by NSF International against NSF/ANSI 44 for material and structural integrity requirements and NSF/ANSI/CAN Standard 61 for material requirements. Certified to NSF/ANSI/CAN 372.

MADE IN THE USA

MINERAL TANK SPECIFICATIONS:

Tank Size (Inches)	Opening Diameter (Inch/mm)	Height with Base (Inch/mm)	Capacity Gallons	Capacity Liters	Capacity Cubic Feet	Empty Tank Weight With Base (Lbs/Kg)	Quantity per Bulk Pack/ Carton
8x35*	2.5/63.5	34.9/886	6.7	25.5	0.90	8.1/3.7	18
8x44	2.5/63.5	44.2/1123	8.6	32.5	1.15	9.8/4.4	18
9x18*	2.5/63.5	18.4/467	3.9	14.8	.52	5.1/2.3	9
9x35*	2.5/63.5	34.8/884	8.2	31.0	1.09	9.5/4.3	16
9x48	2.5/63.5	48.3/1227	11.5	43.7	1.54	12.5/5.7	16
10x18*	2.5/63.5	18.4/468	4.75	18.0	.64	6.3/2.9	8
10x35*	2.5/63.5	35.0/889	10.2	38.8	1.37	10.4/4.7	16
10x40	2.5/63.5	40.6/1031	12.0	45.5	1.61	11.7/5.3	16
10x44	2.5/63.5	44.3/1125	13.2	50.1	1.77	12.4/5.6	16
10x47	2.5/63.5	47.2/1199	14.2	53.8	1.90	13.1/5.9	16
10x54	2.5/63.5	54.4/1382	16.0	60.6	2.14	15.0/6.8	16
12x35*	2.5/63.5	35.4/900	14.60	55.3	1.95	15.4/7.0	9
12x52	2.5/63.5	52.8/1341	23	86.6	3.1	19.7/8.9	9
13x54	2.5/63.5	55/1397	28	105.4	3.7	22.5/10.2	9
14x65	2.5/63.5	65.6/1666	39.4	149.2	5.27	37.5/17	1
14x65	4/101.6	65.6/1666	39.4	149.2	5.27	37.5/17	1
16x53	2.5/63.5	54/1371	41.0	155.2	5.48	41/18.6	1
16x65	4/101.6	65.6/1666	51.2	193.8	6.85	42.75/19.4	1
18x65	4/101.6	67.7/1720	73.5	278.1	9.83	52.5/23.8	1
21x62	4/101.6	67.8/1722	89.6	339.1	11.98	75.75/34.4	1
24x72	4/101.6	73.6/1869	120	464.1	16.39	98.25/44.6	1
30x72	4/101.6	72.2/1884	189.1	715.8	25.28	116/52.6	1

***Available with or without base.**

Note: All data is for reference only and is subject to change without notice.

Clack Corporation
4462 DURAFORM LANE • WINDSOR, WISCONSIN 53598-9716 USA
PHONE (608) 846-3010 FAX (608) 846-2586 SALES/CUSTOMER SERVICE FAX (800) 755-3010

APPENDIX D
CULLIGAN'S OWNER MANUAL (INCLUDED FOR REFERENCE/INFORMATIONAL PURPOSES ONLY)

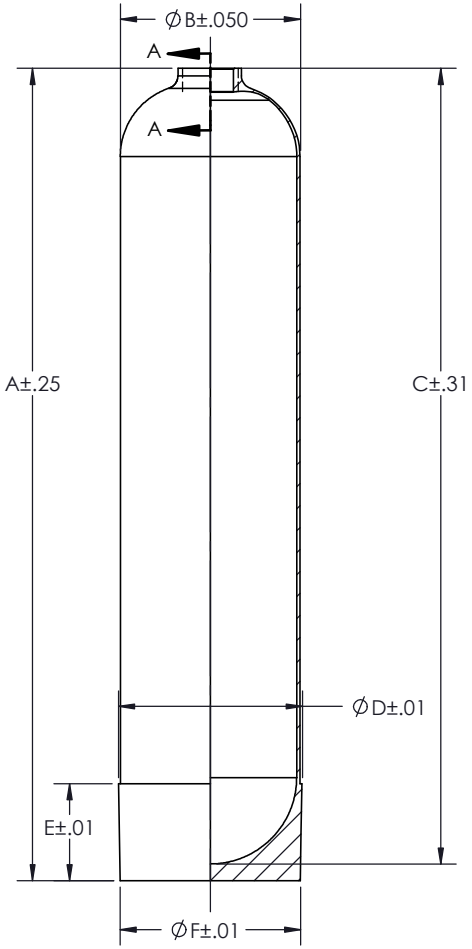
1. FRP PEDI TANKS:

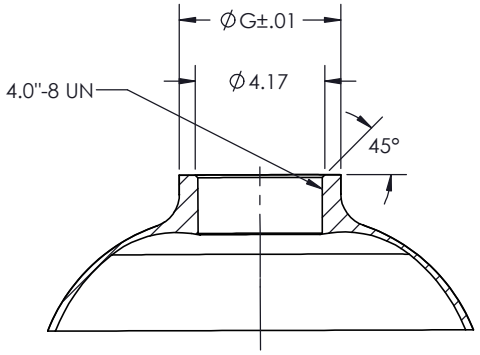
Culligan Branded PEDI tanks. With Heavy duty rubber base and rubber protection bumper. The protection bumper wraps over the dome/side wall transition providing superior dome protection during handling. The polyethylene liner is surface treated to ensure complete adhesion of the resin/ glass matrix with HDPE liner. The liner is also wounded with an extra helical winding layer provides robust construction for protection against frequent loading and unloading of the tank during transportation.

CATALOG NUMBER	DESCRIPTION	TANK SIZE (IN)	MEDIA LOAD (FT^3)	IN/OUT OPEN'G (IN)	TANK OPEN'G
MS444114	FRP PE Tank 9x42, w/ tank adaptor, internals, fill port	9"x44"	1.4	¾" NPT	2 ½"
MS444117	FRP PE Tank 12x42, w/ tank adaptor, internals, fill port	12"x44"	2.4	1" NPT	4 ½"
MS444120	FRP PE Tank 14x47 w/ tank adaptor, internals, fill port	14"x48"	3.5	1" NPT	4 ½"
MS029326	FRP PE Tank 14x65 w/ tank adaptor, internals, fill port	14"x65"	5.2	1" NPT	4 ½"
MS029349	FRP PE Tank 16x65 w/ tank adaptor, internals, fill port	16"x65"	6.8	1" NPT	4 ½"

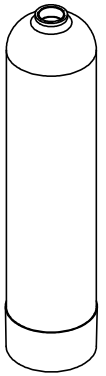
- 150 psi max. Pressure; 120° F max. Temperature.
- Resin or media loading is not included, see resins and carbon section below for choices
- These tanks are available through the Marketplace program, they ship from stock, FOB Libertyville, IL
- Order the above on C-Port

CULLIGAN PN	PENTAIR REF DWG	TANK SIZE	TANK VOLUME	DOME VOLUME	TANK WEIGHT W/BASE	A	B	C	D	E	F	G
01019577	CHSK-5229	16X53	40.0 GAL	2.7 GAL	26.0 LB	54.996	16.00	52.242	16.30	8.56	16.01	5.44
01019578	CHSK-5308	14X47	27.5 GAL	1.7 GAL	21 LB	47.027	14.42	45.266	14.81	7.81	14.54	5.44
01019579	CHSK-5201	16X65	49.0 GAL	2.7 GAL	34.0 LB	66.206	16.00	63.957	16.30	8.56	16.01	5.44
A2365029	CHSK-5200	14X65	38.0 GAL	1.7 GAL	32.0 LB	65.40	14.50	64.11	14.81	7.81	14.54	5.20





SECTION A-A
SCALE 1 : 4



MAX OPERATING PRESSURE	150 PSIG	[1034 kPa]
MAX OPERATING TEMPERATURE	120°F	[49°C]

NOTES:
1. NOT SUITABLE FOR PNEUMATIC PRESSURE APPLICATIONS
2. TANK ELONGATES UP TO .25 [6.4] AT MAXIMUM OPERATING PRESSURE. FLEXIBLE CONNECTIONS ARE RECOMMENDED TO PREVENT DAMAGE TO THE TANK OR PIPING.
3. TANK IS RATED FOR AN INTERNAL NEGATIVE PRESSURE OF 5.0 [127] OF Hg VACUUM. HIGHER VACUUM VALUES MUST BE PREVENTED WITH AN ADEQUATE VACUUM BREAKER
4. MINIMUM CLEARANCE OF 48.0 [1219.2] ON TOP REQUIRED FOR PIPING AND MANEUVERING.
5. PENTAIR ONLY - TANK LINER MAY USE UP TO 75% REGRIND PROCESSED INTO BLOW MOLD LINER. THIS PERCENTAGE OF REGRIND COINCIDES WITH PENTAIR SUBMITTAL TO WQA FOR NSF 44 AND NSF 61 CERTIFICATION
6. THIS DRAWING IS TO BE USED AS REFERENCE ONLY. SEE PENTAIR DRAWINGS FOR APPROVED DIMENSIONS

REVISION DESCRIPTION	DCO#	BY	DATE
Initial Release	210354	RL	01-25-22

Culligan
www.Culligan.com

MATERIAL: -

SIZE	DRAWN BY
B	RL
SCALE	APPROVED BY
1:10	RL
SHEET	APPROVED DATE
1 OF 1	01-25-22

TOLERANCES, UNLESS OTHERWISE SPECIFIED

LAST DIGIT	TOLERANCE (inches)	(millimeters)
0.	± 0.030	± 0.76
0.0	± 0.015	± 0.38
0.00	± 0.010	± 0.25
0.000	± 0.005	± 0.13
ANGULAR	± 0.5°	± 0.5°

PART DESCRIPTION: **Tank,FG,4",A/S Port**

FILE NAME: **DRW-2206**

REV: **A**

APPENDIX E
PFAS SAMPLING SOP

PURPOSE

The purpose of this Standard Operating Procedure (SOP) is to provide guidance for collecting samples for per- and poly-fluorinated alkyl substances (PFAS) analysis. *Please note that PFAS are emerging contaminants; therefore, this SOP will be modified as new information becomes available.*

Because of the potential presence of PFAS in common consumer products and in equipment typically used to collect groundwater samples and the low detection limits associated with laboratory PFAS analysis, special handling and care must be taken when collecting samples for PFAS analysis.

This SOP outlines general practices for collecting PFAS samples and provides a summary of non-acceptable field and sampling materials (likely to contain PFAS) and acceptable alternatives.

BACKGROUND

Based on U.S. Environmental Protection Agency (USEPA) guidance[1], "per- and polyfluoroalkyl substances (PFAS)" is the preferred term to refer to this class of chemicals, although the general public and others may also refer to them as "perfluorinated chemicals (PFCs)" or "perfluorinated compounds (PFCs)."

PFAS are a family of man-made compounds that do not naturally occur in the environment. They have a large number of industrial uses and are found in many commercial products because of their properties to resist heat, oil, grease, and water. Once released to the environment, PFAS are persistent and do not readily biodegrade or break down. There are areas within the United States where widespread PFAS impacts to drinking water supplies have been identified.

The USEPA issued drinking water lifetime health advisories for two PFAS, perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS) on May 19, 2016. The State of Michigan has adopted three groundwater standards (effective January 2018): 70 parts per trillion (ppt) for PFOA, 70 ppt for perfluorooctane sulfonic acid (PFOS), and 70 ppt for PFOA and PFOS combined, where the chemicals are found together.

RESOURCES

Frequently asked questions, fact sheets and additional information concerning PFAS can be found on the EPA website[2]. The Northeast Waste Management Officials' Association (NEWMOA) provided a five-part webinar training[3] series in 2016. The National Groundwater Association (NGWA) published a PFAS guidance document *Groundwater and PFAS: State of Knowledge and Practice* in 2017. Other training events and information are available online. The Interstate Technology & Regulatory Council (ITRC)[4] is also in the process of preparing educational materials, which will also be available online when completed.

GENERAL GUIDANCE

SITE CONTROL

Due to the ease by which cross-contamination may occur when collecting samples for PFAS analysis, strict site control must be maintained. During daily setup, the field team shall clearly demarcate an exclusion zone (area with approximately 30 feet of sampling location). The exclusion zone shall be marked with stakes, cones, flags, caution tape, or equivalent visual cues. Visitors to the sampling area (including other contractors, managers, regulators, residents, and the public) must stay outside of the exclusion zone while sampling and investigation activities are on-going. If an individual requests access to the exclusion zone, they must receive training on the components of this SOP that are pertinent to the activities occurring at the time of

[1] https://www.epa.gov/pfas/what-are-pfcs-and-how-do-they-relate-and-polyfluoroalkyl-substances-pfass

[2] https://www.epa.gov/pfas/what-are-pfcs-and-how-do-they-relate-and-polyfluoroalkyl-substances-pfass

[3] http://www.newmoa.org/cleanup/workshops.cfm

[4] http://www.itrcweb.org

their access and they will be subject to GZA's health and safety plan. Documentation of all non-GZA personnel within the exclusion zone shall be provided in the daily field summary as well as on the field sample data sheet.

PERSONAL PROTECTIVE EQUIPMENT

Disposable nitrile gloves must be worn at all times within the exclusion zone. Further, a new pair of nitrile gloves shall be donned prior to the following activities at each sample location:

1. Decontamination of re-usable sampling equipment.
2. Contact with sample bottles or water containers.
3. Insertion of anything into the well (e.g., tubing, pump, bailer, water level meter).
4. Insertion of silicon tubing into the peristaltic pump.
5. Sample collection upon completion of monitoring well purging.
6. Handling of any quality assurance/quality control samples including field blanks and equipment blanks.

New gloves shall also be donned after the handling of any non-dedicated sampling equipment, contact with non-decontaminated surfaces, or when judged necessary by field personnel.

Typically 3 pairs of gloves are required when collecting PFAS samples at a location. Gloves may be worn in layers so that gloves are removed between tasks revealing a set of clean gloves below:

- One pair of gloves is used for sample preparation (exclusion zone setup, transporting coolers to the sample site, preparing field documentation);
- A new pair is donned for labeling sample bottles; and
- A new pair is donned for the sample collection. The use of a different colored glove (e.g., bright orange) for the collection of PFAS samples can help provide a visual reminder to prevent cross-contamination.

Note that field blanks and equipment blanks require a clean set of gloves to avoid cross-contamination with the field samples. Once PFAS samples are collected, then bottles for other analytes may be filled if required.

SAMPLE COLLECTION METHOD/SEQUENCE

Bottleware for PFAS samples is provided by the laboratory and should arrive onsite or at the staging area in coolers separate from other (non-PFAS sample) bottleware. Additionally, PFAS bottleware should arrive packaged in Ziploc® brand or equivalent LDPE resealable bags. These bags are used to re-package the PFAS samples following collection. Samples are returned to the laboratory in separate coolers to reduce the likelihood of cross-contamination.

Single-Person Sampling Methodology

When samples are being collected for groundwater or solid only (not drinking water samples), one person may collect the samples rather than a two-person team. A two-person team should be used to collect any samples from residential water supplies or other drinking water sources. The following procedure shall be implemented to reduce the likelihood of cross-contamination:

1. The sampler must put on a clean pair of gloves during equipment set-up, purging, and data monitoring (if applicable).

2. When it is time for sample collection, the sampler must first dispose of the pair of gloves used for Step 1, and wash their hands with approved soap and distilled or deionized water thoroughly.

3. The sampler must put on a new, clean pair of gloves before each of the following:

- Labelling bottles with information for the laboratory.

- Sample collection for PFAS ***first,*** prior to collecting samples for any other parameters into any other containers. The individual shall remove the bottles (one at a time) from the plastic bag, remove the cap and obtain the sample.

4. Do not place the sample bottle cap on any surface when collecting the sample and avoid all contact with the inside of the sample bottle or its cap including the sample ports, spigots, and tubes.

5. Once samples are collected, bottleware is to be placed back in the Ziploc® bag provided by the laboratory and placed in a designated cooler.

6. At no point in steps 2 and 3 shall the individual contact anything (equipment, skin, hair, other sample bottles, etc.) other than the PFAS samples bottles.

Two-Person Sampling Methodology

Where practicable and for any samples collected from drinking water supplies, the two-person sampling procedure shall be used. During sample collection each person has a different role. One person is responsible for handling and labelling the sample bottles and physically collecting the sample (referred to as Clean Hands). The other person is responsible for purging and disposing of purge water and handling all non-dedicated equipment (referred to as Dirty Hands). The typical sampling procedures is:

1. Clean Hands puts on a new pair of gloves and labels the bottles with information for the lab.
2. Clean Hands then places the bottleware back in the Ziploc® bag provided by the laboratory.
3. After donning a new pair of nitrile gloves, Clean Hands collects the sample for PFAS ***first***, prior to collecting samples for any other parameters into any other containers; this avoids contact with any other type of sample container, bottles or packaging materials that may have PFAS-related content. Clean Hands shall remove the bottles (one at a time) from the plastic bag, remove the cap and obtain the sample. Gloves are removed after each sample and clean gloves are donned for subsequent PFAS samples.
4. Do not place the sample bottle cap on any surface when collecting the sample and avoid all contact with the inside of the sample bottle or its cap including with sample ports, spigots, and tubes
5. Once the sample is collected, capped and labeled, place the sample bottle(s) in the laboratory-provided Ziploc® bag and place in a PFAS sample-dedicated cooler packed only with double-bagged ice.

SAMPLES COLLECTED FROM DRINKING WATER SUPPLY WELLS

1. Contact the owner to get permission to sample their drinking water supply well.
2. Collect as much data about the well as possible, such as: the well depth, type of well (e.g., deep bedrock or shallow dug well) and type of treatment system, if any (e.g., a cartridge filter, a water softener, pH adjuster, point of entry, radon, carbon or an ultra violet system).
3. The sample must be collected from a point in the plumbing system that is prior to any type of water treatment system, preferably from the closest spigot to the holding tank in the plumbing system, or the treatment system must be bypassed. For convenience and to prevent unnecessary loading of the septic system, an outside spigot (if available) is preferable to an inside faucet. Note that during winter or freezing conditions or for residences where the spigot is close to the ground, the closest available sample point meeting these requirements may be inside.
4. The water (cold water) is typically purged at a high rate of flow (tap fully open) for 10-15 minutes (a minimum of 10 minutes) and until the full volume of the pressure tank has been purged (typically 42 gallons).
5. Once the well has been purged, reduce the rate of flow to a rate slow enough to allow water to run gently down the

inside of the bottle without splashing.

6. As described above in the **Sample Collection Method/Sequence** section, don a new pair of nitrile gloves and collect PFAS samples ***first***, prior to collecting samples for any other parameters. Remove all adapters, hoses, and attachments from the spigot or sampling port. The PFAS sample must be collected directly from the spigot or sampling port.
7. Do not place the sample bottle cap on any surface when collecting the sample and avoid all contact with the inside of the sample bottle or its cap including sampling ports and spigots.
8. Once the sample is collected, capped, and labeled place the sample in an individual re-sealable plastic bag and then into double-bagged ice (preferably from a verifiable PFAS-free source) within the cooler.
9. Once the PFAS samples have been collected, samples for other parameters (if required) may be collected. Once sampling is complete, shut the water off.
10. Samples should be submitted for analysis for PFAS by EPA Method 537, Revision 1.1 (or the most current revision number).

SAMPLES COLLECTED FROM MONITORING WELLS

1. If collecting field parameters using a multiparameter meter, samples for laboratory analyses must be collected before the flow-through cell and the three-way stopcock. This will be done by disconnecting the three-way stopcock from the pump discharge tubing so that the samples are collected directly from the pump tubing.
2. When feasible, use dedicated, single-use, or disposable polyethylene or silicone materials (tubing, bailers, etc.) for monitoring well purging and sampling equipment.
3. When reuse of materials or sampling equipment across multiple sampling locations is necessary, follow project decontamination protocols as defined in the QAPP and using allowed materials identified in the table below. If reusable equipment is used, incorporate collection of equipment blanks into the sampling program.
4. When using positive displacement/submersible pump or bladder pump sampling equipment, familiarize yourself with the sampling pump/accessory equipment specifications to confirm that device components are not made of nor contain polytetrafluoroethylene (PTFE, also known as Teflon®) or other PFAS-containing components. For details, please see the list of prohibited and allowed items below.
5. Samples should be submitted for analysis for PFAS by a Department of Defense (DOD)-approved isotope dilution method.

SAMPLES COLLECTED DURING PRODUCTION WELL PUMPING TESTS

1. If feasible, do not use tape or pipe thread sealant containing Teflon on pipe fittings or sampling tap threads on the pump discharge pipe.
2. As with all other sample parameters, the sample for PFAS will be collected at the last hour (or hours) of the pumping portion of the testing program, but before the collection of other sample parameters.
3. Discharge water will be purged through the sampling tap on the discharge pipe for a minimum of 20 minutes prior to collection of samples.
4. Drinking water production well samples should be submitted for analysis for PFAS by EPA Method 537, Revision 1.1 (or the most current revision number). Non-drinking water samples should be submitted for analysis for PFAS by a DOD-approved isotope dilution method.

SAMPLES COLLECTED FROM SOIL BORINGS, TEST PITS, SURFACE WATER, OR SHALLOW SOIL/SEDIMENT

1. Don’t use detergent to decontaminate drilling or excavation equipment unless otherwise specified in the QAPP, scrub with a plastic brush and rinse thoroughly in approved tap water, then triple-rinse in distilled or deionized water.
2. Use PFAS-free drilling fluids; collect representative water sample used during drilling activities (see sample handling and chain of custody SOP in Appendix A of the site-specific QAPP).

3. Don't re-use PVC materials.
4. Surface water must be collected by inserting a capped sampling container (polypropylene or HDPE) with the opening pointing down to avoid the collection of surface films. The bottle shall be re-capped below the water surface. For additional details see the surface water sampling SOP in Appendix A of the site-specific QAPP.
5. Soil and sediment core samples must be collected directly from single-use PVC liners that must not be decontaminated or reused at different locations.
6. Samples should be submitted for analysis for PFAS by a DOD-approved isotope dilution method.

DECONTAMINATION

Decontamination fluids have been viewed as a possible source of equipment cross-contamination. Therefore, more frequent changes of decontamination liquids may be warranted. Refer to the *Equipment and Materials Table* below for prohibited and acceptable decontamination liquids.

A final rinse with "PFAS-free" deionized (DI) water is required.

ADDITIONAL CONSIDERATIONS

1. No food or drink shall be brought on-site, with the exception of bottled water and hydration drinks (i.e., Gatorade® and Powerade®) and available for consumption only outside of the exclusion zone.
2. When field personnel require a break to eat or drink, they should remove their gloves and coveralls (if used) and move to an appropriate (downwind) location. When finished, field personnel should then wash with approved materials and put their coveralls (if used) and gloves back on prior to returning to the exclusion zone.
3. Visitors to the site are asked to remain outside of the exclusion zone. Visitors wishing to enter the exclusion zone must have appropriate PPE, be trained on applicable portions of this SOP, and will be subject to GZA's health and safety plan.
4. Note that "PFAS-free" water may contain other contaminants (such as VOCs); therefore, equipment blanks collected for PFAS should utilize "PFAS-free" water while those collected for other analytes should use laboratory-provided water or commercial deionized water depending on the site-specific QAPP requirements.
5. Collect a field blank from each batch of PFAS-free DI water while in the field by pouring an aliquot of the water into the appropriate PFAS sample container. Leaving the lid off of the PFAS-free water container and submitting that container to the laboratory is not acceptable.
6. Refer to the site-specific QAPP for the quantity of field blanks to be collected. At a minimum, field blanks must be collected by the person (clean hands) collecting PFAS samples. Consideration should also be given to when the field blank should be collected so that it is representative of the conditions most likely to influence the sample.

EQUIPMENT AND MATERIALS

The following table provides a summary of items that are likely to contain PFAS (i.e., prohibited items) and that are not to be used by the sampling team at the site, along with acceptable alternatives. This list may change as new information becomes available.

Category	Prohibited Items	Allowable Items
Field Equipment Including: • Pumps • Tubing • Bailers	Teflon and other fluoropolymer-containing materials (e.g., Teflon tubing, bailers, tape; Teflon-containing plumbing paste, or other Teflon materials) **Note**: The Grundfos Redi-Flow Submersible Pump is a submersible pump which, as of this revision, has a Teflon impeller and wire coatings that are known to be PFAS-containing and is not recommended for collecting PFAS samples.	High-density polyethylene (HDPE) - *preferred,* or silicone tubing Polypropylene hose barbs and T barbs HDPE or stainless steel bailers Peristaltic pumps Stainless steel submersible pumps (e.g., ProActive stainless steel pumps with PVC [polyvinyl chloride]) leads and Geotech Stainless Steel Geosub pumps) Bladder pumps with polyethylene bladders and tubing need to be evaluated on a case by case basis because the gaskets and O-rings may contain PFAS. Equipment with Viton components needs to be evaluated on a case by case basis. Viton contains PTFE, but may be acceptable if used in gaskets or O-rings that are sealed away and will not come into contact with sample or sampling equipment.) Gasoila NT Non-PTFE Thread Sealant™ has been confirmed by the manufacturer to be PFAS-free and is acceptable for use.
Decontamination	Decon 90	Alconox®, Liquinox®[1], or Citranox®, potable water followed by triple rinse with "PFAS-free" deionized water.
Sample Storage and Preservation	LDPE or glass bottles, PTFE-or Teflon-lined caps, chemical ice packs	Laboratory-provided sample container -*preferred*; or, HDPE or polypropylene bottles with an unlined plastic screw cap, as specified by the laboratory doing the analysis, regular ice double-bagged in Ziploc® brand bags.
Field Documentation	Waterproof/treated paper or field books, recycled paper, plastic clipboards, binders, Sharpie® and other markers, Post-It® and other adhesive products.	Plain Paper, metal clipboard, ballpoint pens Duct Tape is acceptable provided it doesn't contact the media that is being sampled.
Clothing/Laundering	**If possible, avoid:** Clothing or boots made of or with Gore-Tex™ or other synthetic water proof/ resistant and/or stain resistant materials, coated Tyvek® material that may contain PFAS, fabric protectors (including UV protection), insect-resistant chemicals, stain-resistant chemicals; Fabric softener	**Preferred:** Synthetic or cotton material. Polyurethane and wax coated materials. Boots made with polyurethane and PVC, untreated leather boots. Tyvek material that is PFAS free (e.g., uncoated)

Category	Prohibited Items	Allowable Items
Personal Care Products (for day of sample collection)	**Avoid Contact with Hands:** Cosmetics, moisturizers, hand cream, scented body wash/shampoo/conditioner and other related products. **Avoid onsite / wash hands after using:** Dental floss and plaque removers.	**Preferred PFAS-Free Sunscreens:** Alba Organics Natural Yes to Cucumbers Aubrey Organics Jason Natural Sun Block Kiss My Face Baby-safe sunscreens ('free' or 'natural') **Preferred PFAS-Free Insect Repellents**: Jason Natural Quit Bugging Me Repel Lemon Eucalyptus Herbal Armor California Baby Natural Bug Spray BabyGanics Deep Woods OFF Sawyer Permethrin **Combination Sunscreen and Insect Repellents:** Avon Skin So Soft Bug Guard-SPF 30
Food and Beverage	**Avoid onsite / wash hands after using:** Pre-packaged food, fast food wrappers or containers. Non-stick cookware & containers, aluminum foil.	Food should be eaten outside the exclusion zone. Hands should be thoroughly washed with soap and water after consuming food and before entering the exclusion zone.

1. While Alconox and Liquinox soap is acceptable for use for PFAS decontamination, they may contain 1,4-dioxane. If Alconox and Liquinox soap is used at sites where 1,4-dioxane is a COC, then equipment blanks must be analyzed for 1,4-dioxane.

REFERENCES

Bartlett SA, Davis KL. Evaluating PFAS cross contamination issues. *Remediation.* 2018;28:53-57. https://soi.org/10.1002/rem.21549.

Michigan Department of Environmental Quality (MDEQ), Draft Final Wastewater PFAS Sampling Standard Operating Procedures, April 2018.

The Northeast Waste Management Officials' Association (NEWMOA), five-part webinar training series, 2016; http://www.newmoa.org/cleanup/workshops.cfm

NH PFAS Investigation at https://www4.des.state.nh.us/nh-pfas-investigation/