

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ORIGINAL
 AMENDMENT

(2) IDENTIFICATION #s.
P.S. **2010-10172**
P.O. **28616**

CONTRACTOR (3) CONTRACTOR NAME: **Fuss & O'Neill, Inc.**

CONTRACTOR ADDRESS: **146 Hartford Road, Manchester, CT 06040**

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES NO

CONTRACTOR FEIN/SSN: **06-0845648**

STATE AGENCY (5) AGENCY NAME AND ADDRESS: **DEP - Bureau of Water Protection & Land Reuse, P&S Div., 79 Elm Street, Hartford, CT 06106-5127**

(6) Dept No.

CONTRACT PERIOD (7) DATE (FROM) **Upon Execution** THROUGH (TO) **8/17/11**

(8) INDICATE MASTER AGREEMENT CONTRACT AWARD NO. NEITHER

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of 15 pages numbered A-1 through A-15 inclusive.

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Standard Terms and Conditions are contained in Pages 2 through 4 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of 1 page numbered B-1 through B-1).

Total Payments Not to Exceed the Maximum Amount of \$150,500.00.

(11) OBLIGATED AMOUNT: **\$150,500.00**

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$150,500.00	43720	12060	29061	61007	DEPNONPROJECT		2010			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS (23) STATUTORY AUTHORITY: **CGS Sec. 22a-6(a)(2) as amended**

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE): *[Signature]* TITLE: **Vice President** DATE: **January 29, 2010**

(25) AGENCY AUTHORIZED OFFICIAL: *[Signature]* TITLE: **Commissioner** DATE: **2/4/10**

(26) ATTORNEY GENERAL APPROVED AS TO FORM: *[Signature]* ASSOC. ATTY. GENERAL DATE: **2/16/10**

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: *[Signature]* DATE: **2/9/2010**

EXECUTIVE ORDERS

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Reil, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Reil, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

NON-DISCRIMINATION

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

INDEMNIFICATION

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

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

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

1. **Commissioner:** For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's designated agent. All correspondence submitted in accordance with this contract shall be submitted to: Terri Schiolor, 604(b) Program Coordinator, DEP Bureau of Water Protection and Land Reuse - Planning & Standards Division, 79 Elm Street, Hartford, CT 06106-5127 (Commissioner's designated agent).
2. **Acknowledgment:** Any publication or sign produced or distributed or any publicity, i.e. news release, workshop announcement, etc. conducted in association with this contract shall provide credit to the US Environmental Protection Agency (EPA) and CT Department of Environmental Protection (DEP) as follows: "Funded in part by the Connecticut Department of Environmental Protection through a United States Environmental Protection Agency Clean Water Act Section 604(b) Grant."
3. **Distribution of Materials:** The Contractor must obtain written approval from 604(b) Program Coordinator prior to distribution or publication of any printed material prepared under the terms of this contract. Such approval shall not be unreasonably withheld.
4. **Change in Principal Project Staff:** Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or the Commissioner's authorized representative at their sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate or cancel this contract.
5. **Recording and Documentation of Receipts and Expenditures:** Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
6. **Assignability:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
7. **Third Party Participation:** The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the NPS Program Coordinator of the proposed sub-awardee and the amount allocated at least 2 weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant.
 - a. Sub Awards made to institutions of higher education, hospitals or other non-profit organizations shall comply with the administrative requirements of EPA 40 CFR Part 30 entitled "Uniform Administrative Requirements For Grants And Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," and specifically, the contract provisions included in EPA 40 CFR Part § 30.48.
 - b. Sub Awards made to institutions of State and Local Governments shall comply with the administrative requirements of EPA 40 CFR Part 31 entitled "Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments" specifically relating to §31.36 "Procurement" subparagraph (i) entitled "Contract Provisions".
 The Contractor shall:
 - (1) Ensure that every subaward includes any clauses required by Federal statute and executive orders and their implementing regulations;
 - (2) Ensure that subawardees are aware of requirements imposed upon them by Federal statutes and regulations;
 - (3) Ensure that a provision for compliance with EPA 40 CFR 31.42 (Record Retention) is placed in every cost reimbursement subgrant;
 - (4) Conform any advances of grant funds to subcontractors substantially to the same standards of timing and amount that apply to cash advances by Federal agencies.
 Regulations contained within EPA's 40 CFR Parts 1-49 can be accessed through EPA's website located at the following address <http://www.epa.gov/epacfr40/chapt-1.info/chi-loc.htm> and then selecting Subchapter A or Subchapter B.
8. **Set Aside:** The Contractor agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, to contract or sub-contract with minority business enterprises (MBE) and women's business enterprises (WBE), and to ensure that sub-recipients, loan recipients, and prime contractors are advised to make good faith efforts. The Contractor will document the affirmative action steps it has taken to identify and contract or sub-contract with MBEs and WBEs, and will maintain records of its good faith efforts, which records must be retained and made available upon request for a period of three years. in section §31.36 and if applicable, §31.38. For Institutions of High
9. **Procurement of Materials, Supplies, and Services:** The Contractor and any subcontractors shall comply with the following Federal regulations for procurement: For Institutions of State and Local Governments, administrative requirements contained within EPA 40 CFR Part 31.36 "Procurement standards and procedures" shall apply. They will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law, the standards identified in Education, Hospitals, and other non-profits, administrative requirements contained within EPA 40 CFR Part 30.44 "Procurement procedures" shall apply. Non-profit organizations that implement Federal programs for the States are also subject to State requirements.
10. **Definition of "Execution":** This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
11. **State Audit:** The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
12. **Campaign Contributions:** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.
13. **Sovereign Immunity:** The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
14. **Termination:** This contract shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. Notwithstanding any provisions in this contract, DEP, through a duly authorized employee, may terminate the contract whenever the agency makes a written determination that such termination is in the best interests of the State. DEP shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. DEP has forty-five (45) days after the effective date of termination or cancellation to reimburse the Contractor for its performance rendered and accepted by the DEP, in addition to all actual and reasonable costs incurred in completing the portions of performance, which the contractor was required to complete, by the termination or cancellation notice. DEP reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is cancelled or terminated prior to performance being rendered for which said deposits or payments were made.

15. **Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
16. **Forum and Choice of Law:** The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
17. **Allowable Costs:** All costs charged by the contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable, meaning that the costs must conform to specific federal requirements (40 CFR parts 30 and 31; OMB Circulars A-87, A-122, and A-21). In addition, costs must be well documented. OMB circulars are located at the following websites:
 OMB A-21 <http://www.whitehouse.gov/omb/circulars/a021/a021.html> OMB A-87 <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>
 OMB A-102 <http://www.whitehouse.gov/omb/circulars/a102/a102.html> OMB A122 <http://www.whitehouse.gov/omb/circulars/a122/a122.html>
 OMB A-133 <http://www.whitehouse.gov/omb/circulars/a133/a133.html>
18. **Entertainment Costs:** In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are not allowable expenses.
19. **Contract Work Hours and Safety Standards Act:** (40 U.S.C. 327-333) – (a) Construction contracts which exceed \$100,000 or other contracts that involve the employment of mechanics or laborers which exceed \$2,500 must require compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard 40 hour work week. If a mechanic or laborer works more than 40 hours in a week, the contractor must pay the worker at a rate of not less than one and ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. (b) Construction contracts which exceed \$100,000 must provide that no laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. (This requirement does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at: <http://www.dol.gov/dol/compliance/comp-dbra.htm>.
20. **Consultant Costs:** EPA shall limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by contractors or by a contractor's contractors or subcontractors to the maximum daily rate for a GS-18. (Contractors may, however, pay consultants more than this amount.) This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily rate of \$557.36 daily or an hourly rate of \$69.67 hourly as of January 1, 2007. This rate does not include transportation and subsistence costs for travel performed; contractors shall pay these in accordance with their normal travel reimbursement practices. (P. L. 99-591).
21. **Suspension and Debarment:** Contractor shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." The contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The contractor acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Contractor may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."
22. **Copeland "Anti-Kickback" Act:** If using federal funding, see federal award agreement for specific language requirements. (18 U.S.C. 874 and 40 U.S.C. 276c) – Construction contracts which exceed \$100,000 must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act prohibits contractors from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. Information on the Copeland "Anti-Kickback" Act can be found on the Department of Labor web-site at <http://www.dol.gov/dol/compliance/comp-copeland.htm>
23. **Davis-Bacon Act:** Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) – Construction contracts which exceed \$2,000 awarded by contractors and subcontractors when required by Federal general program legislation are required to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors must pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. Information related to the Davis-Bacon Act, including prevailing wage rates, can be found on the Department of Labor web-site at: <http://www.dol.gov/dol/compliance/comp-dbra.htm>
24. **Hotel and Motel Fire Safety Act:** The Contractor agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the Hotel and Motel Fire Safety Act of 1990.
25. **Certifications Regarding Lobbying:** (required for contracts using \$100K or more in federal \$) Contractor and any subcontractors of any lower tier covered transaction greater than \$100,000 of Federal funds at any tier are subject to EPA 40 CFR Part 34 "New Restrictions on Lobbying." Such Contractors and subcontractors should familiarize themselves with these provisions, including the certification requirement. All such contractors and subcontractors shall submit to DEP, "Certification Regarding Lobbying," (see <http://www.epa.gov/ogd/AppKit/form/Lobbying.pdf>), completed without modification. **Contractors who apply or bid for a contract of more than \$100,000 must file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining your grant.** The contract must also require that any subcontractor who applies or bids for subcontract in excess of \$100,000 must provide a similar certification to the next higher tier contractor or subcontractor. Contractor and subcontractors must also disclose any lobbying with non-Federal funds in connection with obtaining the grant. Each contractor or subcontractor must forward any disclosures from tier to tier up to the recipient. The contractor and any subcontractor hired under this agreement shall submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) (<http://www.whitehouse.gov/omb/grants/sflllin.pdf>) regarding the use of non-federal funds for lobbying. The Form shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted from tier to tier until received by DEP.
26. **Rights to Inventions:** Experimental, developmental, or research work contracts must provide for both DEP's and EPA's rights in any resulting invention (see 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements").
27. **Energy and Environmental Conservation:** Contracts must require contractors to give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient pursuant to EPA 40 CFR Part 30.44(a)(3)(vi) for Non Profits and EPA 40CFR Part 31.36(i)(13) "Contract Provision" for State and Local Governments.
28. **Drug Free Workplace:** Contractors and their subcontractors shall comply with the following regulations contained in 40 CFR 36.(a) Contractor must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Contractor must agree to do so as a condition for receiving any award covered by this part. The specific measures that the contractor must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to: (1) Publish a drug-free workplace statement and establish a drug-free awareness program for contractor's employees (see EPA 40 CFR Part 36.205 through 36.220); and (2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see EPA 40 CFR Part 36.225). (b) All known workplaces must be identified under the contractor's Federal awards (see EPA 40 CFR Part 36.230).

Evaluation of Connecticut's Stormwater Construction General Permit to Promote Better Site Design and Incorporation of Low Impact Development Practices to Minimize Stormwater Runoff Volume and Pollutant Loads

APPENDIX A

SCOPE OF WORK

Purpose: Under the federal Clean Water Act, Section 604(b) American Recovery & Reinvestment Act (ARRA) funds are awarded to State water quality management agencies to carry out water quality management planning including revising water quality standards; performing waste load allocation/total maximum daily loads, point and non-point source planning activities, water quality assessments and watershed restoration plans.

This award is subject to all applicable provisions of implementing guidance for the ARRA of 2009 issued by the United States Office of Management and Budget (OMB), including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov and any subsequent guidance documents issued by OMB.

Project Objectives: The intent of this project is to evaluate improved and innovative approaches for more effectively controlling stormwater quantity and quality through the Connecticut Stormwater General Permits (SGP) inclusive of the construction, industrial, commercial and municipal separate storm sewer system (MS4) stormwater general permits. Objectives of the project are to:

- 1) Establish performance goals and criteria for management practices common to SGP implementation;
- 2) Identify how the performance goals and criteria can be most effectively incorporated into the SGP to meet permit limits and conditions; and
- 3) Identify mechanisms for incorporating Low Impact Development (LID) best management practices (BMP) and pollution prevention practices into the SGP for priority attention.

Project Background: The best opportunities for preventing potentially negative impacts of stormwater runoff lie with new development when planning and site design can accommodate necessary BMPs, including LID and pollution prevention techniques,

often much more cost effectively than by retrofitting existing development. This is of special concern in states like Connecticut that are urbanized and growing. Proper attention to watershed planning and preventive management during the site design phase will help assure water quality targets are met that both prevent degradation and, in cases where impairments exist in the watershed, meet water quantity and quality management goals. For these reasons, this project focuses on Connecticut's Stormwater Construction General Permit, although the application of the lessons and tools developed to other stormwater permits (industrial, commercial and MS4 general stormwater general permits) are considered and reported.

The project explores several aspects of stormwater permitting. These include but are not limited to:

- the use of runoff volume as the indicator of environmental effect and management success; the relationship between volume and pollutant control;
- establishing appropriate permit limits relative to storm size and runoff volume;
- necessary guidance, including performance criteria for both LID/pollution prevention techniques, as well as traditional "end-of-pipe" practices;
- role and benefits of a stormwater utility; incorporation of these approaches into the SGP and state guidance manual; and
- relevance and expansion of the approach to industrial, commercial and MS4 general permits.

Many of these practices and potential approaches are being tried or piloted in studies in other states, including Connecticut, which will be researched to provide real world evaluations as a foundation for the study.

Description:

The Contractor agrees to conduct a project entitled "Stormwater General Permit and Incorporation of Low Impact Development Evaluation."

Task 1. Project initiation meeting and identifying additional partners relevant to the project.

Task 1.1 – Project Initiation Meeting

The Contractor team will attend a project initiation meeting with DEP to discuss the project objectives, work plan and deliverables. This meeting will review final work, schedule, products, budget, communications, appropriate work team members, external partners, and other materials to execute the project scope of work. This meeting will assure DEP's understandings and expectations for the project are met. The meeting will also provide an opportunity to discuss and identify additional partners and any known stormwater information that may be available to assist with the coordination of the project.

Task 1.2 – Identify Work Team and Partners

The Contractor will coordinate with DEP to establish an in-house work team of both Stormwater Permitting staff and Planning staff to coordinate with additional partners. This in-house work team will meet no more than six times under tasks 1 – 6.

- The Contractor will assist the DEP in identifying a list of work team members discussed at the kickoff meeting.
- The Contractor will prepare a briefing of the work team approach and coordinate with DEP for invitation of the work team members to attend the first work team meeting. The briefing will be distributed electronically and will include:
 - Discussion of general project background and approach
 - Relationship of the work team to the overall project goals
 - Topics to be discussed
 - Proposed meeting schedule
 - Anticipated outcomes

The Contractor will research and evaluate a list of potential partners. The Contractor will investigate potential partners and their relationships to the project goals. The Contractor will work with DEP at the outset of the project to build on this list. Specifically, the Contractor will:

- Prepare a list of potential partners and how they link to project goals using a tabular summary.
- Review the list of partners at the initiation meeting and with the work team.

- Create feedback loops for partners and the interested public using a webpage and email group to provide regular status emails to partners to track success of the partner work plan.
- Partner workshops will review work products and project issues. The Contractor will coordinate meeting dates and times potentially using a project webpage and broadcast emails. Following each meeting, meeting minutes will be drafted to document meeting results.
- The first partner meeting will include development of a Partner Work Plan. This work plan will help to leverage partner engagement, encourage sharing of responsibility for the project outcome.

The Contractor's scope of work includes partner workshops to review each of the five topics listed below as part of the Partner Workshops described in tasks 2 – 6.

1. Establishing performance goals and criteria for LID/pollution prevention management practices common to SGP implementation:
 - Runoff volume as an indicator of environmental effect and management success
 - Relationship between runoff volume and pollutant control
 - Appropriate permit limits related to storm size and runoff volume
 - Performance criteria for LID/pollution prevention as well as end-of-pipe techniques
2. Identifying how the performance goals and criteria can be most effectively incorporated into the SGP to meet permit limits and conditions
3. Identifying mechanisms for incorporating LID into the SGP for priority attention such as giving primacy to LID over end-of-pipe BMPs in permitting
4. Expanding the approach to include industrial, commercial and MS4 general permits
5. Role and benefits of stormwater utilities

Task 1. Deliverables:

Task 1.1-

- Project Initiation Meeting agenda and minutes

Task 1.2-

- List of work team members
- Work team briefing
- Work Team Meeting 1

- Tabular List of potential partners
- Draft interview form – for telephone interviews of states with delegated authority for NPDES
- Work Team Meeting Agenda and Minutes
- Webpage launched. (The webpage may be DEP or Contractor based to be determined during Work Team Meeting 1; however, it is understood that the budget provided for this scope assumes a Contractor-based webpage.)
- Partner email group

Task 2. Identify approaches and make recommendations for meeting the above goal and objectives of this evaluation. Evaluate the inclusion of LID/pollution prevention practices into SGP.

The Contractor will oversee the evaluation of approaches to effectively control stormwater quantity and quality through the Connecticut Stormwater General Permits. The primary objectives of this task are to evaluate and identify approaches and make recommendations for meeting project goals and objectives and evaluate the inclusion of LID/pollution prevention in the stormwater general permits.

Task 2.1 – Stormwater General Permit Review

The Contractor will collect general permits, which are available through the web, from other states (i.e., other 49 states to the extent the states are authorized to implement NPDES and have general permits accessible through the web) and EPA. These will include construction, industrial, commercial, and municipal separate storm sewer general permits.

The Contractor will review these permits to identify performance goals and criteria for management related to construction and post-construction management measures.

The Contractor will identify states that have, or are planning to, incorporate LID into their general permits using three methods to identify these states:

- Internet search
- Email communication with stormwater program managers
- Telephone calls to stormwater program managers

- For the purpose of scoping and budgeting this effort, it is assumed that no more than two attempts to contact other states will be needed. If no response is received at that point, then no further attempts to contact will be made.

The Contractor, as part of the process, will review other states' general permits, including methods used by other states to incorporate LID into their general permits. These other states will include, but will not necessarily be limited to, California, Massachusetts, Oklahoma, Pennsylvania, Rhode Island, Washington, and West Virginia as these states are considering or implementing LID requirements in their stormwater permitting.

The Contractor will also explore aspects of stormwater permitting used in other states including:

- Runoff volume as an indicator of environmental effect and management success
- Relationship between volume and pollutant control
- Appropriate permit limits related to storm size and runoff volume
- Performance criteria for LID/pollution prevention as well as end-of-pipe techniques

The Contractor will prepare a summary of the information gathered from other states as part of Task 2.1.

Task 2.2 - Engaging Partners in the Process—Partner Workshop 1

In order to begin to engage partners in this project and to gather potentially valuable ideas from them, the Contractor will:

- Send out an informational letter to introduce the project and make partners aware that we will be calling. This is to be a brief one-page letter.
- Contact partners by telephone to discuss project goals, objectives, and stormwater issues. Use a structured interview questionnaire to collect information.
- Prepare a summary of the interviews including completed interview forms, summary of the interview process, findings, and conclusions.

The Contractor will hold Partner Workshop 1. As part of this workshop the Contractor will discuss the summaries prepared for Task 2.1 and 2.2. The Contractor will also use this workshop to solicit approaches to be discussed in Technical Memorandum 1 (see Task 2.3). Partner Workshop 1 will involve consensus building for the purposes of developing a partner work plan and criteria for a rationale to select alternative scenarios (as described under Task 4).

Task 2.3 Stormwater General Permit Report (hereinafter Technical Memorandum 1)

The Contractor will compile summaries from Task 2.1 and 2.2 with comments from Partner Workshop 1 under this task in the form of Technical Memorandum 1. Technical Memorandum 1 will include recommendations for Connecticut's general permits related to:

- Establishing performance goals and criteria for management practices common to LID/pollution prevention and SGP implementation.
- How performance goals and criteria can be most effectively incorporated into the Connecticut SGP to meet permit limits and conditions.
- Discussion of mechanisms for incorporating LID BMPs and pollution prevention practices in the SGP for priority attention such as giving LID primacy over end-of-pipe BMPs.

The Contractor will electronically distribute Technical Memorandum 1 to the Partners for review and comment. Comments will be taken at Partner Workshop 2 under Task 3.

Task 2. Deliverables

Task 2.1 –

- Summary of information gathered from other states

Task 2.2-

- Summary of information gathered from the Partners
- Partner Workshop 1
- Partner Workshop 1 Agenda and Minutes
- Partner work plan
- Criteria for alternatives selection

Task 2.3 –

Technical Memorandum 1

Task 3. Evaluate the potential role of a stormwater utility as a LID/pollution prevention option.

Utilities allow for regional (e.g., municipal, county, watershed, etc.) management of stormwater on an ongoing basis. This is an area of limitation for LID, which provides management on a site-by-site basis. Utilities may fill an important role in that they overcome the limitations of site-by-site management and may help to implement watershed-based planning. The Contractor will work with the Partners to evaluate the benefits of utilities as implements of regional management. The Contractor will examine factors related to whether stormwater utility districts make sense in Connecticut from a practical standpoint and if not, what needs to be done to make them viable.

Task 3.1 - Evaluation and Summary of the Role of Stormwater Utilities

The Contractor will provide an evaluation of the role that stormwater utilities may play in implementation of the SGP and the general feasibility of stormwater utility implementation as it pertains to Connecticut. Initially, this will be provided in the form of a summary document, which, with input provided during Partner Workshop 2 (see below), will be developed into Technical Memorandum 2.

The summary of the role of stormwater utilities will include a general discussion of stormwater utilities and their implementation around the country, practicability of stormwater utility implementation in Connecticut, and the potential role of stormwater utilities in the SGP. As part of this task, the Contractor will evaluate studies that have investigated the feasibility of stormwater utilities, which have been performed in Connecticut for DEP and several municipalities. The Contractor will evaluate stormwater utilities in terms of the following factors:

- Political Acceptance—Is the political will present to set up a stormwater utility?
- Equity or Cost/Benefit—Can a stormwater utility district be made to be equitable?
- Institutional Feasibility—Is there an organization available with the administrative capacity to manage a stormwater utility district?
- Legal Structure—Does the existing legal structure allow for a stormwater utility district to be set up?

The Contractor will electronically distribute the summary of the role of stormwater utilities to the Partners for review.

Task 3.2 - Partner Workshop 2 and Technical Memorandum 2

The Contractor will hold Partner Workshop 2. Partner Workshop 2 will include a review of the summary of stormwater utilities and will provide the Partners an opportunity to comment on it. After development of the summary of the role stormwater utilities and consolidation of comments from Partner Workshop 2, the

Contractor will incorporate the comments to produce Technical Memorandum 2. The Contractor will electronically distribute Technical Memorandum 2 to the Partners for review and comment. Comments will be taken at Partner Workshop 3 under Task 4.

As part of Partner Workshop 2, the Contractor will take comments on Technical Memorandum 1 as well as the criteria for alternatives selection. These comments will be incorporated into the Final Report (see Task 6). The Contractor will also facilitate consensus on selection of three to five alternatives for further consideration under Task 4.

Task 3. Deliverables

Task 3.1-

- Summary of the role stormwater utilities

Task 3.2-

- Partner Workshop 2
- Partner consensus on three to five alternatives for further consideration under Task 4
- Partner Workshop 2 agenda and minutes
- Technical Memorandum 2

Task 4. Develop two alternative scenarios for implementation and a rationale for the selection of those alternatives

The Contractor will describe the three to five alternative scenarios based on research conducted under Technical Memorandum 1, Technical Memorandum 2, and feedback from the Partners in the form of a summary document. The summary of 3 – 5 alternative scenarios will also discuss:

- How these approaches can be most effectively incorporated into the SGP to meet permit limits and conditions.
- Mechanisms for incorporating LID into the SGP for priority attention such as giving LID primacy over end-of pipe BMPs.

- Expanding the approach to include industrial, commercial and MS4 general permits.
- A decision making approach, such as a rating matrix, for selecting two scenarios for full development. This is intended to provide a rationale for selection and will be based on the criteria selected by the Partners in Tasks 2.2 and 3.
- Method for measuring the success of the project relating to improved permit compliance or environmental benefits.

The Contractor will electronically circulate the summary of 3 – 5 alternative scenarios to the Partners for review.

The Contractor will hold Partner Workshop 3. Partner Workshop 3 will include a review of the summary of 3 – 5 alternative scenarios and will provide the Partners an opportunity to comment on it. After development of summary and consolidation of comments from Partner Workshop 3, the Contractor will incorporate the comments to produce Technical Memorandum 3. The Contractor will electronically distribute Technical Memorandum 3 to the Partners for review and comment.

The Contractor will also use Partner Workshop 3 to build consensus on two alternatives for further development. The consensus and two alternative scenarios for implementation will be discussed in Technical Memorandum 3.

Comments on Technical Memorandum 3 will be taken at Partner Workshop 4 under Task 5. These comments will be incorporated into the Final Report (see Task 6).

Task 4. Deliverables

- Summary of 3 – 5 alternative scenarios
- Partner Workshop 3
- Partner Workshop 3 agenda and minutes
- Technical Memorandum 3

Task 5 - Incorporation of revisions into Connecticut's guidance manuals for stormwater and erosion and sediment control to support the SGP.

The Contractor will develop a write-up of draft LID standards. This write-up will form the basis of information to be incorporated into the *Stormwater Quality Manual* and the

Soil Erosion and Sediment Control Guidelines as well as to support the SGP, but will not be an exhaustive discussion of BMPs such as might be found in an actual guidance manual. The write-up of LID standards will be prepared using the information gathered through previous tasks of this project. Generally speaking, the write-up will address the following topics:

- Advantages of managing stormwater using LID.
- Four basic tenets of LID.
- Examples of BMPs for Minimizing Site Disturbance.
- Working with Site Hydrology.
- Examples of BMPs for Minimizing and Disconnecting Impervious Surface.
- Applying Small-Scale BMPs at the Source.

Each BMP description will include an introductory discussion of the BMP, its general use, its advantages, and special considerations for its application.

The Contractor will distribute (electronically) the write-up of draft LID standards to the Partners.

The Contractor will hold Partner Workshop 4 to review the write-up of draft LID standards and solicit technical comments. In addition to technical comments, the Contractor will solicit recommendations from the Partners on the most appropriate approach to incorporate LID standards into the *Stormwater Quality Manual* and the *Soil Erosion and Sediment Control Guidelines*. The Contractor will describe these recommendations and technical comments in Technical Memorandum 4. Because the approach for incorporation of the LID standards into the *Stormwater Quality Manual* and the *Soil Erosion and Sediment Control Guidelines* is uncertain at this time, the work of developing revisions to the manual and guidelines will be conducted and budgeted separately under Task 7. Technical comments on the LID standards will also be incorporated under Task 7. Following Partner Workshop 4, Partner comments on LID standards and recommendations on the most appropriate approach to incorporate LID standards into the *Stormwater Quality Manual* and the *Soil Erosion and Sediment Control Guidelines* will be added to develop Technical Memorandum 4.

During Partner Workshop 4, the Contractor will also solicit recommendations from the Partners on a methodology that developers and regulators can use to assess impact of projects and determine whether permit limits will be met. Discussion of the methodological approach recommended by the Partners will also be included in ~~Technical Memorandum 4. Once identified, development of this methodology will be~~ conducted and budgeted separately under Task 7.

Task 5. Deliverables

- Write-up of draft LID standards

- Partner Workshop 4
- Partner Workshop 4 Agenda and Minutes
- Technical Memorandum 4

Task 6 Prepare a technical report to summarize the results of the evaluation with respect to the project study findings

The Contractor will prepare a draft Final Technical Report that will compile the results and deliverables from each of the above tasks 1 – 5 pursuant to comments.

Following development of the draft report, the Contractor will distribute it electronically to the Partners and hold Partner Workshop 5 to solicit comments. Comments will then be incorporated into the Final Report and distributed electronically to the Partners.

Task 6 Deliverables

- Draft Final Report
- Partner Workshop 5
- Partner Workshop 5 Agenda and Minutes
- Final Report

Task 7 Project Research, Development, Outreach and Assistance in Promulgation as Needed

The purpose of this task is to provide Connecticut Department of Environmental Protection flexibility in assigning work to the Contractor related to achieving project objectives, project outreach and assistance in publishing, and potentially promulgating elements of the SGP as well as developing LID guidance. Examples of such work include, but are not necessarily limited to:

- Revision of the *Stormwater Quality Manual* and the *Soil Erosion and Sediment Control Guidelines*.
- A methodology that developers and regulators can use to assess impact of projects and determine whether permit limits will be met.
- Further research into LID incorporation into General Permits.
- Conduct further research into the technical aspects of volume based stormwater quality performance standards.
- Additional rounds of review and revision to general permit approaches or LID stormwater/standards manual to address new information gathered or received from work group, partners group or other sources.
- Public speaking engagements, workshops, and hearings related to the SGP, LID guidance or other aspects of this project.
- Meetings with Connecticut Department of Environmental Protection staff.
- Preparation of legal advertisements
- Preparation of response to public comments.
- Preparation of fiscal notes.

Specific tasks, deliverables, schedule, and budget may be developed with the Contractor at the discretion of the Connecticut Department of Environmental Protection project manager.

1. Budget: *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The Contractor shall adhere to the budget which is included in this contract on page B-1 unless changes are agreed to by both the Department of Environmental Protection and Contractor in writing.

2. **Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this contract must provide credit to the Department of Environmental Protection as follows: "Funding provided by the Clean Water Act, Section 604b administered by the Connecticut Department of Environmental Protection (DEP)."
3. **Publication of Materials:** The Contractor must obtain written approval from DEP prior to distribution or publication of any printed material prepared under the terms of this contract.
4. **Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Environmental Protection
Bureau of Water Protection and Land Reuse, Planning and Standards Division
MaryAnn Nusom Haverstock
79 Elm Street
Hartford, CT 06106-5127

5. **Project Summaries:** Following execution of this contract, the Contractor shall provide summaries of project status to the Bureau of Water Protection and Land Reuse, Planning and Standards Division once every six months during the time in which this contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current contract expiration date. The Contractor will submit quarterly project status reports to comply with funding requirements.

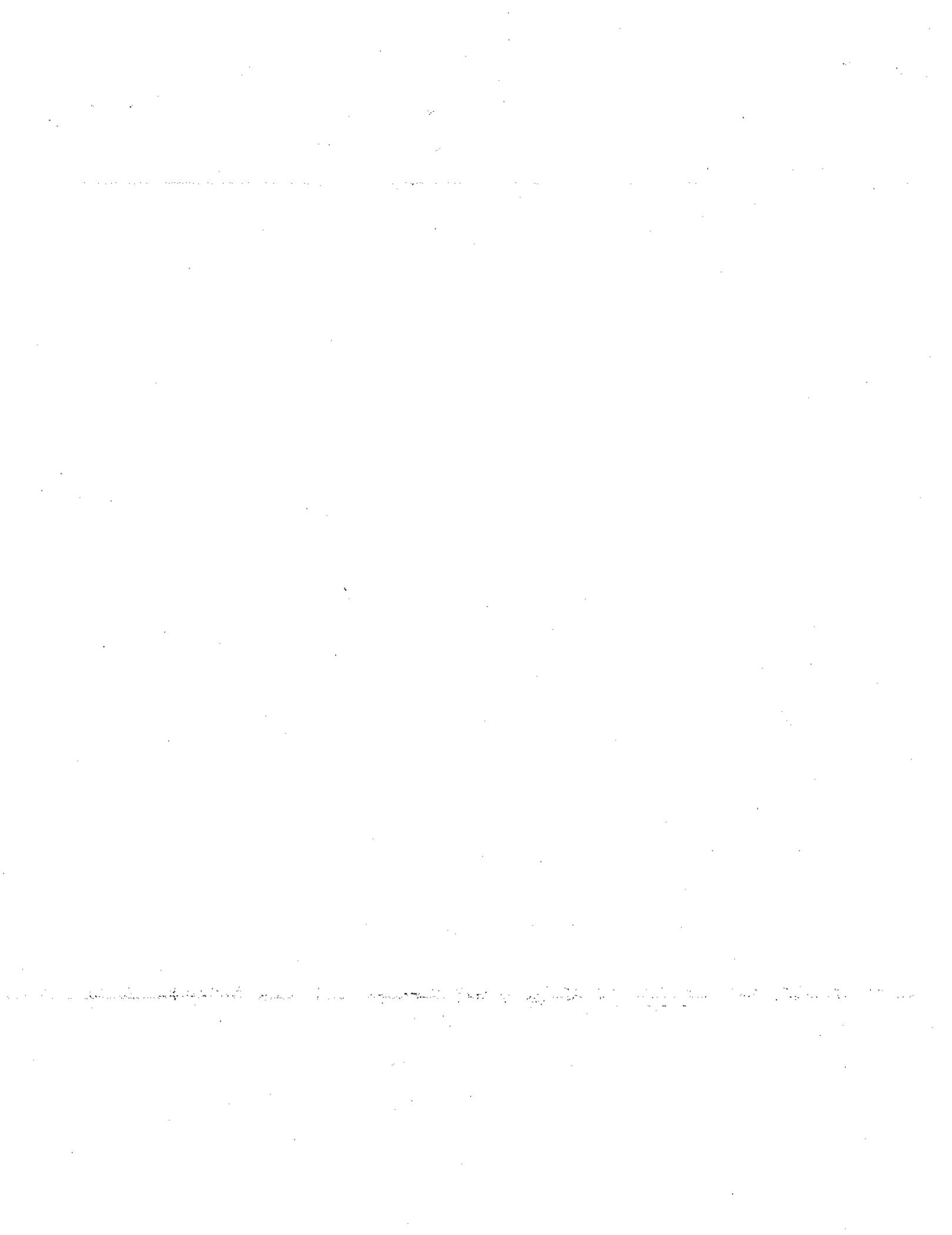
6. Extensions/Amendments: Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a. revisions to the maximum contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other contract revisions determined material by DEP.

If it is anticipated that the project can not be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment. Since this is an ARRA funded project, no timeline extensions will be approved.

7. Final Report: By the expiration date of this contract, the Contractor shall submit to the CT-DEP, Bureau of Water Protection and Land Reuse a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to, Stakeholder meetings, Final Report of the results of the study, and revisions to CT DEPs guidance manuals and erosion and sediment control to support the SGP.

8. Final Financial Report: By the expiration date of this contract, the Contractor shall submit a Final Financial Report to the CT-DEP, Bureau of Water Protection and Land Reuse with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items must be included. A sample format is attached as Appendix C.



APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this contract is One Hundred Fifty Thousand Five Hundred dollars (\$150,500.00).

Contract Tasks/Activities	Products	Completion Dates	Total
Task 1—Project Initiation (Activity 1)	<ul style="list-style-type: none"> • Project Initiation Meeting agenda and minutes • List of work team members • Work team briefing • Work Team Meeting 1 • Tabular List of potential partners • Draft interview form • Work Team Meeting Agenda and Minutes • Webpage launched • Partner email group 	February 19, 2010	\$7,698
Task 2—Identify Approaches (Activity 3 & 5)	<ul style="list-style-type: none"> • Summary of information gathered from other states • Summary of information gathered from the Partners 	April 9, 2010	\$17,729
	<ul style="list-style-type: none"> • Partner Workshop 1 • Partner Workshop 1 Agenda and Minutes • Partner work plan • Criteria for alternatives selection • Technical Memorandum 1 	May 14, 2010	\$14,479
Task 3—Stormwater Utilities (Activity 5)	<ul style="list-style-type: none"> • Summary of the role stormwater utilities 	June 18, 2010	\$7,794
	<ul style="list-style-type: none"> • Partner Workshop 2 • Partner consensus on three to five alternatives for further consideration under Task 4 • Partner Workshop 2 agenda and minutes • Technical Memorandum 2 	July 2, 2010	\$10,147
Task 4—Two Alternatives (Activity 4)	<ul style="list-style-type: none"> • Summary of 3 – 5 alternative scenarios 	July 23, 2010	\$8,943
	<ul style="list-style-type: none"> • Partner Workshop 3 • Partner Workshop 3 agenda and minutes • Technical Memorandum 3 	August 27, 2010	\$12,624
Task 5—Connecticut's Guidance (Activity 6)	<ul style="list-style-type: none"> • Write-up of draft LID standards 	September 17, 2010	\$13,496
	<ul style="list-style-type: none"> • Partner Workshop 4 • Partner Workshop 4 Agenda and Minutes 	October 15, 2010	\$9,980
	<ul style="list-style-type: none"> • Technical Memorandum 4 	November 12, 2010	\$10,259
Task 6—Final Report Activity 7	<ul style="list-style-type: none"> • Draft Final Report • Partner Workshop 5 • Partner Workshop 5 Agenda and Minutes 	December 17, 2011	\$13,481
	<ul style="list-style-type: none"> • Final Report 	January 31, 2011	\$2,679

Task 7—TBD	• To be determined	Before August 17, 2011	\$21,191
			\$150,500

APPENDIX C

QUARTERLY REPORT FORMAT

FY 09

Evaluation of Connecticut's Stormwater Construction General Permit to Promote Better Site Design and Incorporation of Low Impact Development Practices to Minimize Stormwater Runoff Volume and Pollutant Loads

Quarterly Reports: Following the execution of this contract, the Contractor is responsible for providing summaries of the project status to the 604(b) Program Coordinator once every 3 months according to the schedule below during the time in which this contract is in effect. The Contractor bears sole responsibility for submitting the quarterly Report on time.

Report on work performed during:	Report due on:
September 1 – November 30	December 15
December 1 – February 28 or 29	March 15
March 1 – May 31	June 15
June 1 – August 31	September 15

Quarterly reports shall be submitted to Terri Schnoor, 604(b) Program Coordinator and organized according to the following:

1. Project Number and Title;
2. Task #;
3. And the following information for each Task:
 - Task summary: A listing of project accomplishments for the period (based on the schedule in the Appendix A, Scope of Work), as well as progress made towards meeting project deliverables.
 - Slippage reporting: Provide reasons for delays in meeting commitments and discuss what actions will be taken to resolve any current or anticipated problems.
 - Any other additional information.

For your convenience, we have attached an ARRA Quarterly Reporting Form (SEE APPENDIX D)

DUE QUARTERLY: DECEMBER 15TH
 (Please Check one) MARCH 15TH
 JUNE 15TH
 SEPT 15TH

Name of Organization: _____
 For the Quarterly Period ending: _____
 Project Name: _____
 Date: _____

HIGHLY COMPENSATED OFFICERS

Please list names and total compensation of each of the five most highly compensated officers for the calendar year in which your organization was awarded ARRA funds if applicable. Please see attachment on reporting applicability.

Reporting Applicability Yes or No (Please Circle)

	NAME	AMOUNT
Officer 1		
Officer 2		
Officer 3		
Officer 4		
Officer 5		

PROJECT INFORMATION

Project Status Not started Less than 50% complete More than 50% complete Completed

(Please Check appropriate box above)

Number of Jobs Created/Retained

Description of Jobs Created/Retained

Quarterly Activities/Project Descriptions

Activity Codes for Jobs Created/Retained (NAICS or NTEE-NPC)

Total Amount of ARRA expenditure

DUNS # _____

Congressional District: _____

Primary Place of Performance:

CONTRACTS : Please list Name of each organization, along with Address, DUNS #, Deliverables and Amounts

	NAME	ADDRESS	DUNS #	DELIVERABLES	QUARTERLY AMOUNT	TOTAL AMOUNT PAID ALL QUARTERS
1						
2						
3						
4						
5						
6						

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

604(B) FY 2009 ARRA STIMULUS FUNDING

PROPOSED BUDGET WITH NARRATIVE

Name of Organization: _____
 Project Name: _____
 Date: _____
 Grant Period: 11/1/09 through 8/17/2011
 Grant Title: 604(b) FY 2009 ARRA STIMULUS FUNDING
 CFDA Number: 66-458 Water Quality Management Planning
 Budget Period: 11/1/09 through 8/17/2011

PERSONNEL:

POSITION TITLE (Please List)	Ave. Projected Hours worked per week	# of weeks	Period Covered	NEW POSITION (please check)	EXISTING POSITION (please check)	Est. Annual Salary	% of Time Charged to ARRA Funding	% of Time Charged to OTHER Funding	ARRA Program Cost
1									
2									
3									
4									
5									
6									
7									
8									

Sub-Total Salary \$ _____

FRINGE BENEFITS: _____ Total Fringe Amount & Percentage \$ _____

TOTAL PERSONNEL: _____ \$ _____

TRAVEL/Mileage: Please indicate type of travel and purpose for travel. \$ _____

EQUIPMENT: Please identify all equipment purchase with ARRA funds \$ _____

SUPPLIES: _____ \$ _____

OTHER EXPENSES: Please list \$ _____

CONTRACTS : Please list Name of each organization, along with Address, DUNS #, Amount and Deliverables \$ _____

TOTAL FEDERAL BUDGET \$ _____

