SPECIAL ACT

PUBLIC ACT

URBAN ACT

S.T.E.A.P.

REIMBURSEMENT PACKAGE

FOR COMMUNITY, RECREATION AND HISTORIC PROJECTS

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

REVISED 6-15-2016
# RECREATIONAL GRANT PROJECTS

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**NOTE: SUBMIT ONE COPY OF THE REQUIRED MATERIALS**
1. POST COMPLETION RESPONSIBILITIES

Project Completion

In order for a project to be considered completed and ready for final billing, the State must be notified of project completion and will conduct a final inspection.

The project area cannot be converted to other than public outdoor recreation use without the written approval of the State.

The municipality will be responsible for recording upon the land records a document prepared by the State dedicating the project area to recreation and conservation purposes.

Retention of Records

The grant recipient shall maintain sufficient supporting documentation to verify all costs claimed for a project. All accounting records and project data are subject to state and federal audit. Financial records, supporting documents and all other records pertinent to a grant or contract shall be retained for a period of three years except if any litigation, claim or audit is started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of submission of the final expenditure report.

The survey map and as-built site plan become part of the permanent records of the State. They are also to be kept permanently in the municipality's public property records and available for public inspection.

Periodic Inspections

Completed projects are periodically inspected by the state. These inspections are made to insure that the site is being used for the purposes intended, posted and signed; the facility is attractive and properly maintained; handicapped accessibility is provided at the facility; the area is accessible and open to the general public; and there appears to be adequate staff to insure proper safety and servicing of the facilities.

General Public Use

The facility should be kept open for general public use at reasonable hours and times of the year according to the type of area or facility. Property acquired or developed with fund assistance shall be open to entry and use by all persons regardless of race, color, religion, sex, national origin, age, handicap or place of residence.

The facility cannot be restricted for use only by municipal residents. A fee, or higher user fee to that of residents may be charged to nonresidents, nonresident fees cannot exceed fees charged for residents of comparable state or local facilities by no more then 100% (doubled). Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. These provisions apply only to the facilities acquired or developed with fund assistance.
Project sponsors may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with fund assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the number of persons using an area or facility or the type of users, such as "hunters only" or "hikers only." All limitations shall be in accord with the applicable grant agreements and amendments.

Facilities may also be scheduled for use by private groups, such as a ball field for a Little League or shelter for a family reunion. Such a reservation system cannot be used to the extent that a facility is reserved for the exclusive use of any special interest group and is never available during general use hours for the public at large. Permits for the use of facilities must be in accord with state nondiscrimination provisions.

**Retention of Site in Public Outdoor Recreation**

Property acquired or developed with fund assistance must be retained and used for public outdoor recreation in perpetuity. Any property so acquired or developed shall not be wholly or partly converted to other than public outdoor uses without the approval of the state. Land acquired or developed with fund assistance cannot be sold or converted for other uses, such as a public road, school, library or overhead utility corridor.

Indoor recreation facilities may be constructed with local monies on fund assisted land as long as the facility development is compatible with outdoor recreation uses. The state and/or federal government prior to construction must review site plans.

In general, compatible indoor recreation facilities will be permitted as long as the amount of land converted to indoor recreation use is only a small proportion of the total project area. Construction of non-recreational buildings, such as a fire station, affordable housing, cell/communication tower, transfer (refuse) station or a city hall, would not be allowed since the land would thus be converted to non-recreational use. Facility development on fund-assisted land must be designed to accommodate the handicapped.

However, fund assisted projects cannot be converted to permanent indoor use. For example, a picnic shelter cannot be enclosed to become an indoor picnic pavilion or a community center. The structure could be enclosed to become a warming house for an ice-skating pond or other winter sports activities, because this use would be considered a support facility for outdoor recreation. The only fund assisted outdoor recreation facilities that may be enclosed are swimming pools and ice rinks.

Some requirements also apply to future improvements of fund-assisted facilities. For example, lighting of a fund assisted ball field would have to include the placement of power lines underground.
ENVIRONMENTAL ASSESSMENT OUTLINE

This outline is intended to give applicants an understanding of the various aspects of a project that should be addressed in an Environmental Assessment. Responses under each main topic heading should be integrated in a narrative format. The degree of detail necessary in responses will depend upon the magnitude and complexity of a given project. It is most important to be objective; not to justify the project. Additional information might be requested from the municipality if the project requires Connecticut Environmental Policy Act (CEPA) documentation.

1. **DESCRIPTION OF THE PROPOSAL**

   Who is proposing the action?

   What is the nature of the action to be taken?

   What is it designed to accomplish? Who will it serve? What identified recreation needs will be met and to what degree?

   Where will it take place? Describe in general terms the physical setting for the project.

   When will it take place? Indicate phasing of acquisition and/or development, and timetable for completion. It is helpful to have phasing indicated on a site plan.

   How is it interrelated with other recreation-oriented projects and proposals?

   How does it tie in with the comprehensive planning efforts of other agencies?

2. **DESCRIPTION OF THE ENVIRONMENT**

   What is the present and past land uses of the site and of the surrounding area?

   If possible, provide a map that delineates present and proposed land uses. Include a zoning map, if applicable.

   Provide a topographic map of the area.

   Comment on any special topographic features that may be present.

   Elaborate on existing socioeconomic conditions. Specifically, refer to population projections and distribution as they may apply to the project. Also, nature of and distribution of economic activity. Identify data sources used. Describe the site’s surface and subsurface geologic characteristics. Specific reference should be made to mineral deposits with commercial value.

   Describe the nature of the soils in the area, particularly their fertility and susceptibility to erosion. Provide a soil-survey map and an explanatory table that will indicate soil characteristics.
Provide data on climatic conditions, such as temperature and precipitation. It is usually helpful to incorporate this type of data into a table.

Describe the area's water resources, with special reference to ground water, water quality, aquifers and aquifer recharge areas, and areas subject to flooding.

Describe the area's vegetation, including species composition, distribution, commercial utility and aesthetics. Special reference should be made to unusual or unique species. If possible, delineate plant communities on a map.

Describe the fauna of the area, commenting on food chains and relative abundance of species. Special reference should be made to rare or endangered species.

Describe the nature of existing transportation routes in the area, and elaborate on accessibility to the project site.

Describe the probable future environment if the project is not initiated (be as objective as possible).

3. ENVIRONMENTAL IMPACT OF THE PROPOSED ACTION
(Quantify, wherever possible.)

Will the project affect a site listed on the National Register of Historic Places, or of state or local significance?

What will be the effect on land uses in the area? Quantify changes.

What will be the effect on socioeconomic conditions? Special reference should be made to effects on human values, area residents, displaced persons, settlement patterns, services, commercial enterprise, and the local tax structure.

Will solid wastes be generated? How and where will they be disposed of?

How will water resources be affected? Consider the water table, impermeable surfaces, runoff, sewer systems, rivers and streams, water supply, etc.

How will vegetation be affected? Quantify expected losses and changes.

How will fauna be affected? Consider habitat destruction, impact caused by human intrusion, mobility restrictions, food chains, etc.

How will transportation routes be affected? Consider congestion, capacity, hazards.

What will be the impact on energy consumption? Effect on air quality and ambient noise level?

Describe management practices proposed for the area.

4. MITIGATING MEASURES INCLUDED IN THE PROPOSED ACTION

Discuss actions or measures that will be taken to avoid or alleviate adverse environmental effects. Include reference to erosion control methods and adherence to air, noise or water pollution control techniques and standards.
5. **ADVERSE ENVIRONMENTAL EFFECTS THAT CANNOT BE AVOIDED**

If adverse effects have been identified in Section 3 and cannot be mitigated, they should be again identified here. Describe who or what will be affected, and to what degree. Quantify, wherever possible.


What are the impacts of the proposal in the context of other similar projects? In what way will future generations be affected by the currently proposed action?

How do the immediate and long-range impacts on the area with the project compare with the immediate and long-range impacts without the project?

7. **ANY IRREVERSIBLE OR IRRETRIEVABLE COMMITMENTS OR RESOURCES**

Discuss any irrevocable commitments of resources resulting from implementation of the proposal. An evaluation must be made of the extent to which the proposed action curtails or restricts the range of possible resource uses. Such commitments may occur because of resources extraction, erosion, destruction of archaeological, geological or historic features, destruction of fragile habitat or endangered species habitat, unaltered changes in land use, and resources used in project development.

8. **ALTERNATIVES TO THE PROPOSED ACTION**

Identify alternatives that may be considered, including modification of the present proposal and different approaches to gaining the same result. This may include alternatives that are beyond the control of the project sponsor. The alternative of no action shall be specifically discussed.

The beneficial and adverse effects of the alternatives should be discussed, along with the reasons for rejection. Where appropriate, consideration should be given to alternate construction methods that may avoid environmental degradation. (Impacts of the proposal and alternatives may be compared through use of a chart.)

9. **CONSULTATION AND COORDINATION**

By what means has the public been involved in the decision making process, or been informed of the proposed action?

What agencies have been consulted in developing the proposal?

Has any other agency evaluated the potential environmental consequences of the project?

Is there controversy involved, or likely to manifest itself? Discuss the nature of any controversy. If it involves unresolved environmental issues or disagreements over impacts, discuss the conflicting points of view.
RESOLUTION OF THE BOARD OF EDUCATION

WHEREAS, The Board of Education of __________________________

has reviewed the proposed recreational development of the area locally known

as __________(project title or description)________________________

_____________________________________________________________________________.

NOW, THEREFORE, be it resolved by the Board:

1. That approval is given for the construction and development of said
   recreational facilities on Board of Education property;

2. That said recreational facilities will be open to the general public for the
   times generally described on the enclosed schedule of use.

I HEREBY CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by
the Board of Education at its meeting held on the

______________ day of _____________________________, 20_____.

__________________________________________
Secretary

____________________________________________
Dated
PLAYGROUNDS/PLAYSCAPES AND OTHER OUTDOOR RECREATION FACILITIES LOCATED ON PUBLIC SCHOOL GROUNDS FOR JOINT SCHOOL/GENERAL USE ARE STRONGLY ENCOURAGED, PROVIDED THAT THE FACILITY ARE NOT PART OF THE NORMAL AND USUAL PROGRAM AND RESPONSIBILITY OF THE EDUCATIONAL INSTITUTION AND THAT THEY OTHERWISE MEET REQUIREMENTS FOR A GRANT UNDER THE FUNDING PROGRAM. FACILITIES NEED TO MEET THE PHYSICAL EDUCATION AND ATHLETIC PROGRAM REQUIREMENTS OF A SCHOOL MAY NOT RECEIVE FUNDING ASSISTANCE. THE GRANT APPLICATION MUST INCLUDE A SCHEDULE OF THE TIMES THE FACILITY WILL BE OPEN TO THE PUBLIC. ADDITIONALLY, ADEQUATE SIGNAGE MUST BE INSTALLED, PRIOR TO FINAL PAYMENT ON THE PROJECT, AT THE SITE INDICATING WHEN THE OUTDOOR RECREATION FACILITIES ARE AVAILABLE TO THE GENERAL PUBLIC.
BID & CONTRACT DOCUMENTATION
DEVELOPMENT PROJECTS

PLANS AND SPECIFICATIONS

Design plans must be submitted to the State Department of Energy and Environmental Protection for review and approval before bidding and construction actually begin. They will be reviewed to determine if they are consistent with program requirements including environmental regulations and handicapped accessibility standards, and the scope and objectives of the project. Once your plans are approved by the State, they should not be changed; however, it is understandable that some minor changes may be necessary. The State must be notified of any planned changes and only changes having prior written approval will be eligible for reimbursement.

NOTE - State prevailing wage rates apply under Section 31-53 of the General Statutes of Connecticut, as amended. Provisions of the Davis Bacon Act do not apply unless Federal Land and Water Conservation Funding is used in conjunction with other federal funds requiring compliance.

CONSULTANT SERVICES

Consultants must be hired through the competitive negotiation process. A scope of services desired by the municipality needs to be prepared and normal advertisement procedures followed. The municipality must request proposals from firms and interview several of those submitting proposals. Firms are to be selected objectively based on their professional qualifications, experience and quality of past performance. Hiring the lowest bidder is not required; however, a written explanation of the process used in hiring someone other than the lowest bidder must be retained with the contract in the municipality's project file. During the negotiation process, all bidders must be treated equally and given the same opportunities to revise their bids.

Federal regulations do not authorize payment of fees for a consultant on a "percent of the construction contract" basis. The consultant may be paid according to: (1) fixed price; (2) per hour; (3) per diem; or (4) actual expenses incurred. The contract must specify the payment method. No consultant fee may be paid to any federal, state, or project sponsor's employee unless such a payment is specifically agreed to by the State.

Typical eligible consultant costs include: feasibility studies, site planning, Environmental Assessment preparation, cost estimates, archaeological work, and construction plans and specifications. Costs incurred for designing facilities not developed in the project are ineligible. Pre-agreement costs necessary to prepare the application are eligible and must be identified in the project application.
BIDS AND CONTRACTS

Competitive open bidding is required for contracts in excess of $10,000. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Municipality, price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest and best bid.) Justification for acceptance of a no-bid contract, or awarding of contracts to other than the lowest bidder, are subject to the approval of the State.

For contracts less than $10,000, the Participant is responsible for following local procurement procedures.

For public construction projects equal to or in excess of $500,000.00 the selected contractor must be prequalified by the Connecticut Department of Administrative Services (www.das.state.ct.us) phone 860-713-5280.

1. **Advertising**
   a. Notify DEEP of the Bid Opening date, time, and location as soon as it is determined.
   b. Municipality/Grant Recipient must run a notice in the Public Notices section of one newspaper with broad circulation such as the Hartford Courant, Waterbury Republican, Bridgeport Post, New Haven Register, Norwich Bulletin, or the Stamford Advocate. The ad must end with the following statement:

   "An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply."

c. The notice must run for at least two (2) days.

d. It is recommend that the Municipality/Grant Recipient list the project on the Department of Administrative Services Web site as a public works project.

e. In cases where the total project cost is below $100,000, bids may be solicited by letter, fax or email. However, the Municipality/Grant Recipient must solicit at least three quotations for such project.

f. Municipality/Grant Recipient must provide DEEP with a contractor bid summary sheet of all submittal(s), and submit, upon selection the name of the contractor and justification for the award.

2. **Bonding and Insurance.** Except for situations described below, bonding and insurance requirements, including fidelity bonds, over and above those normally required by the Municipality shall not be imposed.

The Municipality shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts exceeding $100,000. For contracts exceeding $100,000, all of the following requirements must be met:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a commitment, such as bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute his contract as required within the time specified.
b. A performance bond on the part of the contractor for 100% of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractors’ obligations under the contract.

c. A payment bond on the part of the contractor for 100% of the contract price. A “payment bond” is one executed in connection with a contract to assure payment to all persons supplying labor and material in the execution of the work provided for in the contract.

3. Contract Provisions. The Municipality/Grant Recipient shall include the following provisions in all bid packages and the ensuing contract(s):

As of 6-15-2016 when State funding is involved the following language and respective headings must be included in all bid packages and be incorporated in contractual agreements.

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. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor’s request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

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

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

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

(d) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

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

**Non-Discrimination**

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

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

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

**Set Aside.** State funded projects are subject to the requirements of CGS Sec. 4a-60g “Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations” unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
Audit and Inspection of Plants, Places of Business and Records,

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contractor’s Setoff provision.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties’ Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

a. Contractual conditions, which allow for administrative or legal remedies in instances where contractors violate or breach contract terms.

b. All contracts in excess of $10,000 shall contain suitable provisions for termination by the Municipality, including the procedures and basis for settlement. In addition, the provisions shall describe conditions under which the contract may be terminated because of circumstances beyond the control of the contractor.

c. All contracts in excess of $10,000 shall include provisions for compliance with Executive Order 11246(Equal Employment Opportunity), as outlined in the Federal Procurement Regulations, Part 1-12.8. The Municipality shall establish procedures to assure compliance by contractors with these requirements and to assure that suspected or reported violations are promptly investigated.

All construction contracts in excess of $10,000 and which are located in designated areas will contain the applicable bid conditions and the Municipality shall establish procedures to fulfill the reporting requirements.

d. All construction contracts shall include a provision for compliance with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). This Act provides that the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Municipality shall report all suspected or reported violations to the State.
e. Contracts (except those of $5,000 or less) awarded by the Municipality shall include a provision to the effect that the State, the National Park Service, the Comptroller General of the United States, or any of their duly authorized representatives (if federally funded), shall have access to any books, papers, and records of the contractor for the purpose of making audit, examination, excerpts, and transcriptions.

f. Contracts in excess of $100,000 shall contain a provision, which requires the Municipality to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (As Amended). Violators must be reported to the State.

g. Municipal grantees shall pay the prevailing wage rates on projects: (a) where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction is $400,000 or more; and (b) where the total cost of all contractors and subcontractors for remodeling, refurbishing, rehabilitation, and repair is $100,000 or more (C.G.S. 31-53(g)). The State Department of Labor's Wage and Workplace Standards Division (860-263-6549) will assist the DECD grantee in determining the prevailing wage rate.

h. All facilities developed with assistance from the Fund must be designed in conformance with the Architectural Barriers Act of 1968, Section 504 of the Rehabilitation Act of 1973 (federally funded) and the Americans with Disabilities Act (public park). The needs of the handicapped should be considered in every aspect of a park’s design. Most of the adaptations are relatively inexpensive, especially if designed into the facility prior to the initial construction. Some examples included are:

1. Curb cuts or ramps that provide easy access to sidewalks;
2. Gradually-sloped, hard-surfaced walkways leading to all park facilities commonly visited by park users;
3. Playground equipment designed to accommodate handicapped children;
4. Picnic sites with tables designed for persons in wheelchairs;
5. Water fountains, public telephones and similar facilities must designed to permit use by handicapped persons;
6. Hard-surfaced parking spaces beside the curb cuts in a parking lot, with signs reserving them for handicapped persons.

   Acceptable design criteria have been published in
   Uniform Federal Accessibility Standards.
   Copies of this publication may be obtained from
   Architectural and Transportation Barriers

4. **Change Orders.** The Municipality/Grant Recipient shall issue written change orders for all necessary contract changes. Any change that alters the nature or purpose of the project must be approved by the State. Change orders must be made part of the project file and kept available for audit purposes.
5. **Information to be Given to Bidders Concerning Federal Funds.** The Municipality/Grant Recipient must inform bidders when federal funds are being used to assist construction and those relevant federal requirements will apply. This information must be included in bid invitations or in notices released prior to the issuance of the bid invitations.

6. **SELECTING THE GENERAL CONTRACTOR**
   a) **Lowest Responsible and Qualified Bidder:** As used in this section, “lowest responsible and qualified bidder” means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DEEP of the reasons for the rejection and request DEEP concurrence. The Commissioner of DEEP shall at his/her discretion either approve or deny the grantee’s rejection. The grantee agrees to hold DEEP harmless from any and all claims by rejected bidders.
   
   b) **Competitive Bidding - Contracts greater than $100,000 for DEEP-sponsored projects:** The grantee will give full opportunity for free, open and competitive bidding for each contract calling for installation, construction, reconstruction, demolition, removal, site improvement work or other similar work. The grantee will ensure the advertisement or call for bids for each such contract and will provide adequate competition. The award of such contract, when made, will be made by the grantee as soon as practicable to the lowest responsible and qualified bidder.
   
   c) In the event that the grantee does not believe the lowest bidder, as defined in “a” above, to be responsible and qualified, the grantee will notify DEEP requesting their concurrence in its choice before executing the general contract. In the event that there are less than three bidders, the grantee shall inform the department and request instructions.
   
   d) Individual physical development contracts under $10,000 in value shall not be subject to competitive bid requirements.
   
   e) The applicant must notify DEEP before the contract is executed.

7. **Acceptance of the Contract Work.** The Municipality/Grant Recipient has full responsibility for determining if the contracted work is satisfactorily completed.

8. **Safety and Accident Prevention.** In the performance of each project, the Municipality/Grant Recipient must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Municipality/Grant Recipient is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Municipality/Grant Recipient will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the project.

9. **Equal Employment Opportunity Construction Contract Compliance.** If federally assisted, construction projects are subject to Presidential Executive Order 11246, as amended. Regulations set forth by the Office of Federal Contract Compliance Programs of the U.S. Department of Labor will apply to each construction contract awarded under the Land and Water Conservation Fund Program.

   **IMPORTANT - If applicable, the Federal Equal Employment Opportunity Bid Conditions are included as an appendix to this package.**
BILLING MATERIALS

Starting Date. The official date for the project to start is the date on which the approval Contract or Agreement has been signed off by the Office of the Attorney General. It is at this time grant funding may be released to the municipality/contractor. Development costs are considered to start on the first day physical work takes place at the project site. This work might be clearing the ground, delivering materials to the site, starting construction of a building, etc. Development costs incurred before official approval of a project do not qualify for grant money.

Development costs continue until the work is finished or until the project period stipulated in the original funding agreement expires, whether the project is completed or not.

Non-Allowable Expenditures. The following expenditures are not eligible for reimbursement in acquisition or development projects:

- Ceremonial or entertainment expenses;
- Expenses for publicity;
- Bonus payments of any kind;
- Charges for contingency reserves or similar reserves;
- Charges in excess of the lowest responsive bid, when competitive bidding is required unless the State agrees in advance to the higher offer;
- Charges for deficits or overdrafts;
- Taxes for which the organization involved would not have been liable to pay;
- Interest expenses;
- Charges incurred contrary to the policies and practices of the organization involved;
- Damage judgments arising out of acquisition, construction, or equipping of a facility, whether determined by judicial decision, arbitration, or otherwise;
- Incidental costs relating to acquisition of real property and interests in real property, unless allowable under the Uniform Relocation Assistance and Real Property Acquisition Policies Act, P.L. 91-646;
- Operation and maintenance costs of outdoor recreation areas and facilities;
- The value of, or expenditures for, lands acquired from the United States at less than fair market value;
- Costs of discounts not taken;
- Equipment to be used for the maintenance of outdoor recreation areas and facilities, including, but not limited to, automotive equipment, tractors, mowers, other machinery, and tools;
- Employee facilities, including residences, appliances, Office equipment, furniture and utensils;
Donations or contributions made by the participant, such as to a charitable organization;

Salaries and expenses of the office of the Governor or of the chief executive of a political subdivision, or of the State legislature and similar local governmental bodies;

Fines and penalties;

Any excess of cost over the Federal contribution under one grant agreement is unallowable under other grant agreements;

Any losses arising from uncollectible accounts and other claims, and related costs;

Legal and professional fees paid in connection with raising funds.

Where grant funds are provided to complete a project without the need of a matching contribution (in-kind services, forced account). Grant funds may not be used to pay the salaries of public employees for work completed on the project. This includes negotiated union wages, fringe and indirect cost. Grant funds may be used to purchase material or services and to rent equipment.

A use fee may not be levied against the grant funds when the project is completed in whole or in part with equipment that is publicly owned and maintained.

**Income Against a Project.** Income against a project is money you receive during the project period as a result of some income-producing activity occurring on the project site. Rental of structures, sale of timber, oil, gas, or other minerals, are examples of income-producing activities. Any such revenue you receive during the project period must be accounted for and disposed of in one of two ways:

- It must be added to your locally committed funds for the project and used to develop outdoor recreation facilities identified in your project proposal. If this option is selected, you must send us a proposal describing how the income will be used. The proposal is subject to approval by the State;

or

- Income received from non-recreation uses must be deducted from your reimbursement basis. **EXAMPLE:** You have expended $20,000 and expect to receive a 50% reimbursement of $10,000. However, the revenue of $5,000 was received from the sale of timber removed from the project site. Therefore, the total expenditures of $20,000 are reduced by $5,000 to $15,000. Your reimbursement would then be $7,500 (50% of $15,000).

Income earned from entrance or user fees, or money from concessions is not considered income against the project.

**Reimbursement Procedures.** Normally, reimbursement is claimed when the project has been completed; **(State funded project must be totally completed before reimbursement request is processed)** but if a project is very large or extremely complicated and requires a long time for completion, federal (if applicable) reimbursement payments may be obtained at specific stages. The municipality has to file a billing forms for each installment. It must also indicate the progress of the project to show that it is holding to the time schedule originally planned.
Federally funded project that may receive a state reimbursement, please note that the State share of any project is paid only after the Federal Government has completed payment of its share. Therefore, a municipality can request partial payments for the Federal share only. The State share is paid in one lump sum, following completion of the entire project.

The municipality shall implement accounting procedures to assure proper disbursement and accounting of project expenditures. The accounting procedures must be based on generally accepted accounting standards and principles and must meet the following requirements:

Itemize all support documents for project expenditures in detail and show the exact nature of each expenditure. Do not list any items as "miscellaneous";

Cross-reference each expenditure with a supporting purchase order, contract, bill, etc. An applicant can be reimbursed only if checks and invoices match;

Maintain adequate records to show that all expenditures charged against the project were authorized by the Municipality;

Invoices and checks should have the project number, account number, date and be arranged in order as listed on Billing Form. When payment is by check, both front and back of the canceled check must be properly identified and retained with other project documentation. If payment is made by electronic transfer, then you must maintain documentation of the transfer of funds. The signed billing form must be submitted in order to process the reimbursement.
SPECIAL – URBAN - STEAP PROJECT
BILLING FORM

1. NAME OF PROJECT:________________________________________
2. PROJECT #:___________________
3. NAME OF MUNICIPALITY:___________________________________
4. TYPE OF REQUEST: PARTIAL _____  FINAL_____
5. BILLING #:____________________
6 PAGE #:________
7. PERIOD COVERED FROM_______ TO________

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FORCED ACCOUNT LABOR (Municipal forces)
(for a grant requiring a matching component)
IN-KIND DONATION (Materials)
(for a grant requiring a matching component)
IN-KIND DONATION (Labor)
(for a grant requiring a matching component)

TOTAL AMOUNT ELIGIBLE FOR REIMBURSEMENT $

CERTIFICATION: I certify that to the best of my knowledge and belief, the billed cost of disbursement are in accord with the terms of the project and have not been previously submitted and that an inspection has been performed and all the work is in accord with the terms of the grant.

________________________________________
Signature, Municipal Agent

______________________________  _____________  Date
NAME OF THE PROJECT

NAME OF THE SPONSOR/DEVELOPER

Constructed in cooperation with the

STATE OF CONNECTICUT
Edward M. Lamont, Governor

Department of Energy and Environmental Protection
Katie S. Dykes, Commissioner

and the
Name of Town/City
Name of Chief Elected Official and title

Name of Architect
Name of General Contractor

SIGN PANEL: ¾" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

TYPEFACE: AREAL ROUNDED BOLD OR SIMILAR.

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

STATE SEAL & DEEP LOGO: ATTACHED