

**SECTION 1.10  
ENVIRONMENTAL COMPLIANCE**

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**1.10.01—General:** During and following Project construction, the Contractor shall exercise precaution and care to prevent or minimize negative effects on the environment, including the State's waters, wetlands, and other natural resources.

The Contractor shall comply with all Project permits and permit applications as though the Contractor were the permittee.

The Contractor must comply with the environmental provisions specified in the Contract, and any Federal, State or municipal laws or regulations. If the Contractor fails to comply with these environmental provisions, the Contractor shall be penalized as specified in this Section and elsewhere in the Contract.

**1.10.02—Compliance With Laws and Regulations:** The Contractor shall conduct its operations in conformance with the permit requirements established by Federal, State and municipal laws and regulations.

The Department will be responsible for obtaining all environmental permits required for Contract work. If at the time such a permit is issued, its contents differ from those described in the Contract, the permit shall govern. Should the permit be issued after the solicitation of bid proposals, and should the permit requirements significantly change the character of the work as described in the Department's Project bid documents, Contract adjustments will be made in accordance with the applicable articles in Section 1.04 herein.

The Contractor shall be responsible for, and hold the State harmless from, any penalties or fines assessed by any authority due to the Contractor's failure to comply with any term of an applicable environmental permit.

Any request by the Contractor for the Department's authorization of an activity or use of a method not specifically called for or allowed by the applicable permits issued for the Project must be submitted by the Contractor in writing to the Engineer. Such a request must include a detailed description of the proposed alternate activity or method, and must include justifications for same, along with supporting documentation, showing that the proposed alternate activity or method will not create a risk of damage to the environment, increase the permitted wetland impact footprint, or increase fill within a floodplain. If such request is granted by the Engineer, the Department will forward to the appropriate regulatory agency or agencies any permit modification, permit revision, *de minimis* change or new permit required for the Contractor to carry out the proposed alternate activity or method in question. The Department does not, however, guarantee that it will be able to obtain such approval from the regulatory agency or agencies, and the Department will not be liable for the effects of such inability to do so.

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The Contractor will not be entitled to any extension of Contract time as a result of the Engineer's granting of such a request from the Contractor. If changes to the permit are not necessary except to accommodate changes requested by the Contractor, then no claim may be made by the Contractor based on the amount of time taken by the Department to review the Contractor's request or to secure approval of related permit changes from the regulatory agency or agencies. The proposed alternate activity or method shall not commence until and unless the Engineer has approved the Contractor's request.

**1.10.03—Water Pollution Control:** The Contractor shall, throughout the duration of the Contract, control and abate siltation, sedimentation and pollution of all waters, including but not limited to under-ground water systems, inland wetlands, and tidal wetlands, and coastal or navigable waters.

Construction methods proposed by the Contractor must comply with the approved permit requirements and permit applications. The Contractor shall be responsible for all obligations and costs incurred as a result of the Contractor's failure to comply with the terms and conditions of such permits or permit applications.

The following are Required Best Management Practices for prevention and control of water pollution. Provisions of the Required Best Management Practices may be superseded as specified in Article 1.05.04. The Contractor shall not make any design change in the Contract work that requires a variance from the requirements of the following items until and unless the Contractor has first submitted a detailed written proposal for such variance to the Engineer for review by the Department and for transmittal to and review by the Federal, State or municipal environmental authority, and has then received written approval from the Department of the proposed variance.

#### **REQUIRED BEST MANAGEMENT PRACTICES**

1. Prior to commencing Project Site work, the Contractor shall submit in writing to the Engineer an "Erosion and Sedimentation Control Plan" and a "Dust Control Plan" for all Project construction stages. The Contractor shall install all control measures specified in said Plans prior to commencement of Project construction activities. The Plans shall be consistent with the Connecticut Guidelines for Soil Erosion and Sediment Control, the Connecticut Stormwater Quality Manual, and all environmental laws and regulations established by Federal, State or municipal agencies, as well as the Department's published environmental policies and standards. If the Contractor elects to work during a winter shut-down period, the Contractor shall submit to the Engineer a separate Winter Erosion and Sedimentation Control Plan, obtain the Engineer's written approval of it, and implement it before the Contractor begins Project work during the winter shut-down period.
2. The Contractor shall inspect erosion and sedimentation controls at least weekly, immediately after each rainfall event of at least 0.1 inch, and daily during periods of prolonged rainfall. The Contractor shall maintain all erosion and sedimentation control devices in a functional condition, in accordance with the Contract plans, relevant permits, Special Provisions, and Connecticut Guidelines for Soil Erosion and Sediment Control. In the event that the Contractor fails to maintain such devices in accordance with said documents, and the Contractor does not correct such a failure within 24 hours after receipt of written notice of such a failure from the Engineer, the Department may proceed with its own or other forces to remedy such failures. The cost to the Department of curing any such specified failure will be deducted from

- monies owed to the Contractor under the Contract or under any other State contract.
3. Washout of applicators, containers, vehicles, and equipment that have been used with concrete (including bituminous concrete), paint or other such possible contaminants shall be conducted: (i) at least 50 ft from any stream, wetland or other sensitive resource; and (ii) in an entirely self-contained washout system. Such materials shall be collected and disposed of in accordance with all applicable Federal, State and municipal laws and regulations.
  4. No materials resulting from Project construction activities shall be placed in or allowed to contribute to the degradation of a wetland, watercourse or storm drainage system. Good housekeeping of the Site by the Contractor for the purpose of preventing construction-related debris or runoff from entering a regulated area is required. The Contractor shall not leave waste or debris within the travel way or roadside where it might create a safety hazard to the traveling public. The Contractor shall dispose of all construction-related materials in accordance with Federal, State and municipal laws and regulations.
  5. In accordance with CGS Section 22a-38, the Contractor shall not withdraw water from any watercourse system, except as allowed by applicable permits.
  6. The Contractor shall not dispose of any material until and unless it has proposed a location for its disposal to the Engineer and the Engineer has approved said location in writing.
 

If the proposed disposal location is on private property, the Contractor must include in the disposal location proposal to the Engineer letters from the property owner and the affected municipality, agreeing to the proposed location for disposal.

The Contractor shall ensure that proposed disposal locations are outside of wetlands or watercourses, floodplains and water or natural resource areas.
  7. Before commencing any work in or adjacent to a regulated area shown on the plans, permit(s), or identified by the Engineer, the Contractor must submit in writing to the Engineer a construction-sequencing plan, a water-handling plan, and a flood contingency plan, and obtain from the Engineer written approval of said plans..
  8. When dewatering is necessary, the Contractor must not allow pumps used for same to discharge directly into a wetland or watercourse. Prior to any dewatering, the Contractor must submit to the Engineer a written proposal for specific methods and devices to be used for same, and must obtain the Engineer's written approval of such methods and devices, including, but not limited to, the pumping of water into a temporary sedimentation basin, providing surge protection at the inlet or outlet of pumps, floating the intake of a pump, or any other method for minimizing or retaining the suspended solids. If the Engineer determines that a pumping operation is causing turbidity in a regulated area, the Contractor shall halt said operation until a means of controlling the turbidity is submitted by the Contractor in writing to the Engineer, approved in writing by the Engineer, and implemented by the Contractor.
  9. Whenever possible, work within or adjacent to watercourses shall be conducted during periods of low flow. The Engineer shall remain aware of flow conditions during the conduct of such work, and shall order such work stopped if flow conditions threaten to cause excessive erosion, siltation or turbidity. Before predicted major storms (i.e., a storm predicted by NOAA Weather Service, with warnings of flooding, severe thunderstorms, or similarly severe weather conditions

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or effects), the Contractor shall make every effort to secure the Site to the satisfaction of the Engineer. Unless allowed by a DEEP permit, the Contractor shall store no materials and place no staging areas below the 100-year elevation. The Contractor shall not store below the 500-year flood level any materials which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, and any other materials that could be injurious to human, animal or plant life in the event of a flood.

10. Upon completion of the associated work, the Contractor shall immediately clear all areas of all forms, false work, piling, debris or other obstructions created or caused by construction operations.
11. If the Contractor wants to make a change in construction operations, staging or scheduling that would affect the use of or necessity for any pollution controls, the Contractor must submit to the Engineer a written proposal detailing the proposed change, and must receive the Engineer's approval of such change, before implementing it. Such submission must include a plan showing what erosion and sedimentation controls above and beyond those called for in the Contract would be necessitated by the proposed change.
12. Dumping of oil, fuel, chemicals or other harmful materials on the ground or into a regulated area is forbidden. The Contractor shall provide to the Engineer a written Spill Prevention and Remediation Plan for the Project, outlining the Contractor's intended means of catching, retaining, and properly disposing of drained oil, removed oil filters, fuel, chemicals and other harmful material. Such plan shall also include the information and protocols needed for the remediation of any spill that might occur on the Site, including emergency contact information. No construction activities shall commence until such a plan has been approved in writing by the Engineer.
13. The Contractor shall restore all areas within or outside the State right-of-way that have been disturbed as a result of construction activities, in accordance with Article 1.08.11.

#### 1.10.04—Vacant

**1.10.05—Construction Noise Pollution:** The Contractor shall take measures to minimize the noise caused by its construction operations, including but not limited to noise generated by equipment used for drilling, pile-driving, blasting, excavation or hauling.

All methods and devices employed to minimize noise shall be subject to the continuing approval of the Engineer. The maximum allowable level of noise at the residence or occupied building nearest to the Site shall be 90 decibels on the "A" weighted scale (dBA). The Contractor shall halt any Project operation that violates this standard at any time until the Contractor develops and implements a methodology that enables it to keep the noise from its Project operations within the 90-dBA limit.

**1.10.06—Protection of Archaeological and Paleontological Remains and Materials:** The Contractor shall be alert to the possibility that Project operations may disturb or uncover significant archaeological or paleontological resources or other such remains which in many cases are protected by Federal laws, State laws or both. Archaeological resources are minimally defined by Federal regulations as materials 50 years of age



or older. They typically consist of subsurface concentrations of metal, bone, ceramic, or flaked or other shaped stone artifacts. They might also consist of *features* such as buried building foundations, linear or circular walls made of individual stones rather than concrete or cement, trash-filled pits, patches of burned earth, or distinct patterns of nearly-circular, elliptical, or squared discolorations in newly-exposed soil, accompanied by the types of *artifacts* described above.

Paleontological resources are defined as any fossilized remains, traces, or imprints of organisms, preserved in or on the earth's crust. These typically include fossilized bones, teeth, shells, eggs, or distinct impressions made in bedrock.

When archaeological or paleontological materials are inadvertently encountered, the Contractor shall immediately halt operations in the location of same and shall notify the Engineer of said discovery. The Contractor shall make every effort to preserve archaeological or paleontological materials intact in their original positions, in order to preserve the geological context and information content of the remains in relation to one another and to the enclosing soil.

The Engineer shall have the authority to suspend Project work in the area of such discovery for the purpose of preserving or recovering and documenting the archaeological or paleontological materials. The Contractor shall carry out all instructions of the Engineer for the protection of such materials, including steps to protect the site from vandalism, unauthorized investigations, accidental damage, and damage from such causes as heavy rainfall or runoff. The Contractor shall reschedule its work to minimize any loss of the time needed to complete the Project while the State evaluates, records and salvages the archaeological or paleontological materials.

Extra work ordered by the Engineer in this connection will be paid for in accordance with Articles 1.04.05 and 1.09.04. Delays caused by archaeological or paleontological preservation and protection, which the Contractor demonstrates have delayed completion of the Project, will be treated under the provisions for extension of time, Article 1.08.08.

**1.10.07—Controlled and Hazardous Materials:** The Department will acquire any “Hazardous Waste Generator Permit(s)” required under the Resource Conservation and Recovery Act, for the management and disposal of hazardous materials on the Project site, provided that:

1. such material is within the construction limits defined in the Contract,
2. such material was not generated by the Contractor.

If the Department has designated in the Contract an area of known or suspected contamination within the Project limits, the Contractor shall dispose of such material in accordance with the relevant Special Provisions.

In the event that the Contractor encounters or exposes any material, not previously known or suspected to be contaminated, but exhibiting properties that may indicate the presence of controlled or hazardous material, the Contractor shall cease all operations in the material's vicinity, and shall immediately notify the Engineer of the material's discovery. The presence of barrels, discolored earth, metal, wood, visible fumes or smoke, abnormal odors or excessively hot earth may indicate the presence of controlled or hazardous material, and shall be treated with extreme caution.

If controlled or hazardous materials, other than those required for Contract operations, are discovered at the Site, the Department may engage a specialty contractor to handle and dispose of the materials.

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When the Contractor performs support work incidental to the removal, treatment or disposal of controlled or hazardous material, the Department will pay for same at the applicable Contract unit prices. When the Contract does not include appropriate pay items for such work, the Department will pay for it in accordance with Article 1.04.05.

The Contractor shall observe all security precautions established pursuant to 29 CFR 1910.120 and 1926.65, including all revisions and amendments thereof, and shall not work in any area known to contain or suspected of containing controlled or hazardous material without prior written approval from the Engineer.

The Contractor shall observe all security precautions established pursuant to 29 CFR 1910.120 and 1926.65, including all revisions and amendments thereof, and shall not work in any area known to contain or suspected of containing controlled hazardous material without prior written approval to do so from the Engineer.

The Contractor shall assume sole responsibility for the proper storage, handling, management, and disposal of all regulated materials and wastes associated with its operations, including, but not limited to, lubricants, antifreeze, engine fluids, paints, and solvents. All costs associated with any failure by the Contractor to properly manage such materials in accordance with Federal, State and municipal regulations, and all remedial and punitive costs incurred by the Department as a result of such failure by the Contractor, shall be borne by the Contractor.

This article does not apply to coatings removed by the Contractor.

**1.10.08–Vehicle Emissions:** All motor vehicles and construction equipment (both on-highway and non-road) shall comply with all Federal, State and municipal regulations concerning exhaust emission controls or safety.

The Contractor shall establish staging zones for vehicles that are waiting to load or unload at the Site. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutting properties and the general public.

Idling of delivery trucks, dump trucks, and other equipment shall not be permitted for longer than 3 minutes during periods of non-activity, except as allowed by the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed *“to operate for more than 3 consecutive minutes when the mobile source is not in motion, except as follows:*

1. *When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,*
2. *When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,*
3. *When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,*
4. *To bring the mobile source to the manufacturer’s recommended operating temperature,*
5. *When the outdoor temperature is below 20 degrees Fahrenheit,*
6. *When the mobile source is undergoing maintenance that requires such mobile source be operated for more than 3 consecutive minutes, or*
7. *When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation.”*

The Contractor shall conduct all of its Project work in a way that causes no harm to

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adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing, and convalescent facilities. The Contractor shall see to it that any engine exhaust is not directed toward fresh air intakes, air conditioners, or windows.

Before performing extensive work within less than 50 ft of a sensitive receptor, the Contractor must (1) submit to the Engineer a Vehicle Emissions Mitigation plan, proposing detailed means for minimizing vehicle emissions from vehicles and construction equipment in the affected area, including a proposed sequence of construction; (2) obtain the Engineer's written approval of the Plan, making any revisions of same necessary to obtain said permission; and (3) implement the Plan, as it may have been revised.

Any costs associated with this "Vehicle Emissions" Article shall be included in the general cost of the Contract. In addition, there shall be no additional time granted to the Contractor for compliance with this Article. The Contractor's compliance with this Article and any associated laws or regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims."