

CONTRACT SUPPLEMENT
SP-37 - Rev. 11/14/19
Prev. Rev. 10/24/19

Janet DelGreco Olson
Contract Specialist

860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0249

Contract Award Date:

21 May 2018

Bid Due Date:

9 May 2018

SUPPLEMENT DATE:

23 March 2020

CONTRACT AWARD SUPPLEMENT #2

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Bridge Maintenance - Structural Steel, Clean and Paint**

FOR:
**Department of Transportation, All Using State Agencies,
Political Subdivisions, and Not-for-Profit Organizations**

TERM OF CONTRACT:
May 21, 2018 through December 15, 2020

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Mohawk Northeast, Inc.**

Company Address: **170 Canal Street, Plantsville CT 06479-0037**

Tel. No.: **860 621-1451**

Contact Person: **Allan R. Heinke III**

Delivery: **Mutually agreed**

Contact Person Address: **Same as above**

Company E-mail Address and/or Company Web Site: russ@mohawknortheast.com www.mohawknortheast.com

Remittance Address: **None**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

Note: Supplement number 2 has been issued to Contract Award 17PSX0249 to extend contract period through December 15, 2020. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **JANET DELGRECO OLSON**

Title: Contract Specialist

Date: March 23, 2020

CONTRACT SUPPLEMENT
SP-37 - Rev. 11/14/19
Prev. Rev. 10/24/19

Janet DelGreco Olson
Contract Specialist

860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0249

Contract Award Date:

21 May 2018

Bid Due Date:

9 May 2018

SUPPLEMENT DATE:

5 December 2019

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Bridge Maintenance - Structural Steel, Clean and Paint**

FOR:
**Department of Transportation, All Using State Agencies,
Political Subdivisions, and Not-for-Profit Organizations**

TERM OF CONTRACT:
May 21, 2018 through March 31, 2020

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Mohawk Northeast, Inc.**

Company Address: **170 Canal Street, Plantsville CT 06479-0037**

Tel. No.: **860 621-1451**

Contact Person: **Allan R. Heinke III**

Delivery: **Mutually agreed**

Contact Person Address: **Same as above**

Company E-mail Address and/or Company Web Site: russ@mohawknortheast.com www.mohawknortheast.com

Remittance Address: **None**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

Note: Supplement number 1 has been issued to Contract Award 17PSX0249 to extend contract period through March 31, 2020. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **JANET DELGRECO OLSON**

Title: Contract Specialist

Date: December 5, 2019

CONTRACT AWARD
SP-38 - Rev. 11/17/16
Prev. Rev. 5/21/14

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0249

Contract Award Date:

21 May 2018

Bid Due Date:

9 May 2018

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Bridge Maintenance - Structural Steel, Clean and Paint**

FOR:

Department of Transportation, All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:

Date of Award through December 31, 2019

AGENCY REQUISITION NUMBER:

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$40,000.00 (est.)	\$00.00	\$00.00	\$40,000.00 (est.)

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Mohawk Northeast, Inc.**

Company Address: **170 Canal Street, Box 37, Plantsville CT 06479-0037**

Tel. No.: **860 621-1451**

Fax No.: **860 620-9974**

Contract Value: **\$40,000.00 (est.)**

Contact Person: **Allan R. Heinke III**

Delivery: **45 days ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: russ@mohawknortheast.com www.mohawknortheast.com

Remittance Address: n/a

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **JANET DELGRECO OLSON**

Title: Contract Specialist

Date: **May 21, 2018**

Contract Award 17PSX0249

BRIDGE MAINTENANCE, STRUCTURAL STEEL, CLEAN AND PAINT

INSTRUCTIONS

Contract Award 17PSX0249 has been awarded to Mohawk Northeast, Inc. and shall be used in conduction with Contract Award 16PSX0176, Rental of Bridge Repair Units.

Client Agency will need to issue separate purchase orders based on the type of service required on their projects.

Questions should be addressed to the Contract Specialist whose name appears on the Contract Award.

CONTRACT

17PSX0249

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Mohawk Northeast, Inc.

Awarded Contractor

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT

Contract # 17PSX0249

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Janet DelGreco Olson, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: The Connecticut Department of Transportation and any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A, Attachment 1, Attachment 2, Attachment 3, Attachment 4 and Exhibit D.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A, Attachment 1, Attachment 2, Attachment 3, Attachment 4 and Exhibit D.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A, Attachment 1, Attachment 2, Attachment 3, Attachment 4 and Exhibit D.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

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2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through December 31, 2019. DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A, Attachment 1, Attachment 2, Attachment 3, Attachment 4 and Exhibit D. For purposes of this Contract, to perform and the performance in Exhibit A, Attachment 1, Attachment 2, Attachment 3, Attachment 4 and Exhibit D is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing:
 - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
 - (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
 - (d) The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D. Notwithstanding any language regarding Contractor price increases, the Price Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D will not be adjusted to reflect new standard wage rates until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate. The Contractor must provide this documentation to the State within ninety (90) days' of the effective date that the State Department of Labor

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establishes for the increase in the standard wage. Upon receipt and verification of Contractor documentation, DAS shall adjust the Price Schedule and update Exhibit D accordingly through a supplement to this Contract.

(e) Price Adjustments:

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

(1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor

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Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A, Attachment 1, Attachment 2, Attachment 3, Attachment 4 and Exhibit D and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
 7. Contract Amendments.
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.

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9. Termination.

- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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 its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or

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consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for

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DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. 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.

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- (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 cause the State to be named 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 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 DAS. Contractor shall provide an annual electronic update of the 3 documents to 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 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.
16. Forum and Choice of Law. The parties deem the Contract 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. Contractor Guaranties. Contractor shall:
- (a) Perform fully under the Contract;
 - (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 - (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

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- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

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22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and

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have the power and authority to execute, deliver and Perform their obligations under the Contract;

- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning

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Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

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- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license

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shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This 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

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49 are applicable, they are deemed to be 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 or DAS shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or

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which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 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).

(b)

(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, intellectual disability, 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, intellectual disability, 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.

(c) 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.

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- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (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 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. **Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such

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statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

36. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Janet DelGreco Olson

If to the Contractor:

At the address set forth on Form SP-38.

37. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (a) **Owner's and Contractor's Protective Liability:** Contractor shall purchase Owner's and Contractor's Protective Liability Insurance for an in the name of the State of Connecticut. This insurance will provide a total limit of one million dollars (\$1,000,000.00) per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of two million dollars (\$2,000,000.00) for all damages arising out of bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
- (b) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the

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general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

- (c) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - (e) **Railroad Protective Liability:** When the Contract involves work over or under the right of way of any railroad company, the Contractor shall carry, with respect to its project operations and also those of its subcontractors, Railroad Protective Liability Insurance for, and on behalf of, the railroad company as named insured and the State as additional insured, providing coverage of at least one million dollars (\$1,000,000.000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property. Subject to that limit per accident occurrence, the policy shall provide an aggregate coverage of at least six million dollars (\$6,000,000.00) for all damages during the policy period.
 - (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
 - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
 - (h) **Reserved**
38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."
41. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a. its certificate of incorporation or other organizational document;
 - b. more than a controlling interest in the ownership of the Contractor; or

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c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. 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 Contract'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

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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.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

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

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

47. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

(b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

48. 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.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives.

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However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State,

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treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid 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.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Reserved.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(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 Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Reserved.

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59. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

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60. Antitrust. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Reserved.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. WORK DESCRIPTION:

- (a) Structural Steel, Cleaning and Painting work will consist of paint removal and field painting of the existing steel at designated areas. The work will include containments, paint removal, collection of paint and associated debris, surface preparation and field painting. Designated areas include: areas specifically designated by the Client Agency engineer and those areas where construction activities require the removal of the existing coatings to accomplish other associated work (such as, but not limited to, arc gouging or welding). Paint removal is required because of the possible presence of hazardous paint containing lead or other hazardous metals. The paint removal services must comply with the Occupational Safety and Health Administration ("OSHA") and the Department of Energy and Environmental Protection ("DEEP") regulations. The Contractor must have a valid QP 2 certification from the Structural Steel Painting Council ("SSPC"), Painting Contractor Certification Program ("PCCP") for the life of Contract. The Contractor furnishing the services shall furnish all personnel, fuel, maintenance, and repair necessary for the operation of any equipment to structural steel cleaning and painting work.

Contractor shall perform the Services with the minimum of:

- A. One (1) working supervisor, experienced in bridge painting.
- B. One (1) ton capacity pickup truck.
- C. One (1) 5-8 c.y. capacity dump truck.
- D. One (1) air compressor, capable of delivering a minimum of 185 cfm @ 100 psi and to include two (2) needle scalers and any other pain removal tools such as grinders and wire wheels, shrouded with Hepa vacuum attachments.
- E. One (1) Hepa vacuum.
- F. One (1) 3500 watt generator; grade "D" air-supplied respirators with necessary power source, minimum for two (2) workers; air/gas monitor in compliance with OSHA regulations.
- G. Required hand tools and small power tools (i.e. hammers, saws, drills, wheelbarrows, shovels, wrenches, pry bars, rollers, brushes, etc.).
- H. Minimum two (2) 32 ft. ladders.
- I. Scaffolding, minimum 40 ft. high x 40 ft. long x 5 ft. wide – complete.
- J. Rigging.
- K. Fuel.

Chargeable rental time does not include travel time to and from the job site. Costs related to transporting personnel, picking up materials at locations designated by the Client Agency, transporting rental equipment and/or services to and from the area in which they will be used are the responsibility of the Contractor. The Client Agency will not pay for transporting equipment.

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The Client Agency reserves the right to regulate the size and number of crews assigned to any project during the project pre-construction meetings.

- (b) SUBMITTALS: At the pre-construction meeting before starting any paint removal, surface preparation and coating application work, the Contractor shall submit the following to the Client Agency engineer for acceptance:
1. A copy of the Contractor's written Quality Control Program ("QCP") used to control the quality of surface preparation and coating application including ambient conditions, surface cleanliness and profile, coating, mixing, dry film thickness and final film continuity,
 2. A copy of the Contractor's written surface preparation and application procedures. This written program must contain a description of the equipment that will be used for surface preparation, including the remediation of soluble salts, and for paint mixing and application. This written program will also include coating repair procedures,
 3. A detailed description of the Contractor's enforcement procedures and the authority of personnel,
 4. If the application of heat is proposed for coating application purposes, Contractor shall provide to the Client Agency engineer information on the heat containment and procedures that will be used, with data sheets for the equipment. If heat is used for coating operations, the heat and containment must be maintained to provide the required temperatures for the duration of the cure period,
 5. Proof of SSPC-QP1 and QP2 qualifications, as applicable and
 6. Coating product information, including coating manufacturer, product name, application instructions, technical data, Material Safety Data Sheets ("MSDS"), if supplied by the Contractor.

The Contractor shall not begin paint removal work until the Client Agency engineer has accepted the submittals. The Contractor shall not construe the Client Agency engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work in strict accordance with the requirements of federal, State or local regulations, this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices and adherence to them.

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(c) MATERIALS: The paint must be one of the following 2-coat systems:

Carbomastic 15 Carbothane, 134 HS, manufactured by:	Carboline 2150 Schuetz Road St Louis MO 63146 (800) 848-4645
Epoxy Mastic Aluminum II Acrolon 218 HS, manufactured by:	Sherwin Williams 425 Benton Street Stratford CT 06615 (203) 377-1711 (800) 474-3794
Carbomastic 90 Carbothane 134 HS, manufactured by:	Carboline 2150 Schuetz Road St. Louis MO 63146 (800) 848-4645

All materials for the complete coating system will be furnished by the same coating material manufacturer with no subcontracted manufacturing allowed. Intermixing of materials within and between coating systems will not be permitted. Thinning of paint must conform to the manufacturer's written recommendations. The coating thickness must be in accordance with the manufacturer's printed instructions. All components of the coating system and the mixed paint must comply with the Emission Standards for Volatile Organic Compounds ("VOC") stated in the CT DEEP's Administration Regulation for the Abatement of Air Pollution, Section 22a-174-20(s).

1. Control of Materials: A materials certificate will be required for the selected paint system in accordance with Article 1.06.07, confirming the conformance of the paint to the requirements set forth in these specifications if supplied by the Contractor. The selected topcoat must conform, as close as possible, in color to the requirements set forth by the Client Agency engineer. If any of the above and/or following stipulated Contractor specifications differ from those of the manufacturer's recommended procedures or ranges, the more restrictive of the requirements will be adhered to unless directed by the Client Agency engineer in writing.
2. Materials, such as hand-wipes, rags, forms, scaffolding, etc., that are necessary to complete the work but are not permanently incorporated in the finished project of the work must be furnished by the Contractor at no cost to the Client Agency.

(d) CONTRACTOR QUALIFICATIONS: Contractors doing the Services must be certified by the SSPC PCCP to QP 1 entitled "Standard Procedures for Evaluating Qualifications of Painting Contractors ("Field Applications to Complex Structures"). When the Services involve the disturbance of lead-containing paint, the Contractor, and if applicable, subcontractor, are also required to be certified to SSPC-QP 2 "Standard Procedures for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint". These certifications must be kept current for the duration of the

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Services. If a Contractor's certification expires, the Contractor will not be allowed to do any more work related to this project until the certification is reissued. In addition, if any recoat times are exceeded, the affected areas shall be cleaned to SSPC-SP 15 and coatings reapplied in accordance with these specifications at no additional cost to the Client Agency.

All Contractor activities associated with the Services or work described and specified in the Contract and in this Exhibit A will be conducted in accordance with all applicable federal, State and local safety regulations and guidelines.

- (e) **QUALITY CONTROL INSPECTIONS:** The Contractor will perform first line, in process quality control ("QC") inspections. Contractor QC inspections must include, but not be limited to the following:
- Suitability of protective coverings and containments,
 - Ambient conditions,
 - Surface preparation (solvent cleaning or hand/power tool cleaning),
 - Coating application (mixing, thinning, and wet/dry film thickness),
 - Recoat times and cleanliness between coats,
 - Coating continuity (free from runs, sags, pinholes, shadow-through, skip, misses, etc.) and
 - Final film acceptance.
- (f) **LIMITS OF PAINT REMOVAL AND FIELD PAINTING:** Prior to applying the heat of welding equipment to localized areas of existing steel superstructures, the existing paint will be removed to width of six inches (6") from wherever the heat will be applied, or as directed by the Client Agency engineer. The locations of the paint removal and field painting will be reviewed and accepted by the Client Agency engineer prior to the commencement of the work. Such acceptance by the Client Agency engineer does not relieve the Contractor of its responsibility for complying with OSHA and DEEP regulations.
- ~~(g)~~ **CONTAINMENT FOR PAINT REMOVAL AND COLLECTION OF DEBRIS:** The containment(s) must be designed and erected to contain, as well as, facilitate the collection of debris from the paint removal operations. The containment(s) must conform to the requirements found within the SSPC Guide-6. The class of the containment(s) will be a minimum of Class 3P.
- The above specified containment must be used for all paint removal and collection of debris operations. The containment must remain in place until all associated debris has been collected.
- (h) **STORAGE AND DISPOSAL OF COLLECTED DEBRIS:** All of the debris resulting from the paint removal operations will be contained and collected. Debris within the containment enclosures will be removed by High-Efficient Particulate Air ("HEPA") vacuum collection prior to the disassembly of the enclosures. All the debris, rust and paint chips, must be stored in leak proof storage containers at the project site. Debris storage must be in accordance with CT Hazardous Waste Management Regulations. The storage containers will be supplied by the Client Agency and storage locations

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shall be reviewed by the Client Agency engineer and will be located in areas not subject to ponding. Storage containers must be placed on pallets and closed and covered with tarps at all times except during placement, sampling and disposal of the debris.

The Contractor shall conform to the latest requirements of the Hazardous Waste Management Regulations prepared by the DEEP's Hazardous Waste Management Section, subject to regulations of Section 22a-449(c) of the Connecticut General Statutes ("CGS"). The Contractor is liable for any fines, costs or remediation costs incurred as a result of Contractor's failure to be in compliance of this provision and all federal, State and local laws.

- (i) **PAINT REMOVAL/SURFACE PREPARATION:** Contractor shall power tool clean the existing structural steel according to SSPC-SP 15 "Commercial Grade Power Tool Cleaning". The power tools (needle guns, grinders, etc.) must be equipped with HEPA vacuum attachments. Before the power tool cleaning, all dissolvable foreign matter, such as oil, grease and dust, will be removed by wiping or scrubbing the surface with rags or brushes wetted with solvent in accordance with the provisions of SSPC-SP 1 "Solvent Cleaning". The Contractor shall use clean solvent and clean rags or brushes for the final wiping. The cleaned surfaces must be accepted by the Client Agency engineer. If the surface is determined to meet the requirements of SSPC-SP 15, Contractor may commence painting and operations. If any surface is not determined to meet the requirements of SSPC-SP 15, the Contractor shall remedy with the approval of the Client Agency engineer to meet the requirements of SSPC-SP 15. The Contractor shall not be allowed to use chemical stripping and abrasive blast cleaning for paint removal/surface preparation.
- (j) **INCIDENTAL STEEL REPAIRS FOLLOWING PAINT REMOVAL:** If, following paint removal, the structural steel is found to have section loss warranting repairs, the Client Agency engineer shall instruct the Contractor to perform incidental steel repairs. See description under work item 1, Incidental Steel Repairs, item to be paid as set out in Exhibit B.
- (k) **EXISTING STEEL SURFACES TO BE PAINTED:** After the designate areas have been inspected and accepted according to the surface preparations specifications SSPC-SP 15 by the Client Agency engineer, the steel surfaces which are to receive the field touch-up paint shall be cleaned by Contractor immediately prior to coating operations by wiping or scrubbing the surface with rages or brushes wetted with solvent. The Contractor will use clean solvent and clean rags for the final wiping.
 - Solvent will be supplied by the Contractor and must be compatible with the specified coatings. Solvent cleaned surfaces shall be primed before any detrimental recontamination or corrosion occurs. The Contractor must follow manufacturer's safety recommendations whenever using any solvent.
 - All foreign materials such as dirt, dust, loose rust scale, sand, bird droppings and all materials loosed or deposited on the steel surface by cleaning operations shall also be completely removed by vacuuming before any painting operations commence.

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- (l) APPLICATIONS OF FIELD PAINT: Contractor's method for coating application shall be by brush and roller equipment. The containment for paint application will consist of drop cloths and a solid platform bottom.

Storage, opening, mixing, thinning and application of the paint must be accomplished in strict accordance with the specified Contract requirements and procedures published by the paint manufacturer and supplier. The Contractor shall have at the project sites, at all times, the current copies of all technical data, recommendations and procedures published by the paint manufacturer. All coatings supplied by the Contractor will be delivered in sealed containers bearing the manufacturer's name, product designation, batch number and mixing/thinning instructions. Leaking containers will not be used. Paint must be furnished in the manufacturer's original sealed and undamaged containers. For multiple component paints, only complete kits will be mixed and used. Partial mixing is not allowed. The paint will be applied to produce a uniform smooth coat without runs, streaks, sags, wrinkles, or other defects.

The Contractor shall provide a suitable facility for the storage of paint, which is in accordance with the latest federal and State regulations. Contractor's facility must provide protection from the elements and insure that the paint is not subjected to temperatures outside the manufacturer's recommended extremes. The Contractor's facility for the storage of paint is subject to the approval of the Client Agency engineer.

- (m) AMBIENT CONDITIONS: Contractor shall provide solvent cleaning just prior to coating application or coating application work with conditions as follows:

- The relative humidity is at or below eighty percent (80%) and when there is no falling rain or dew present, or anticipated, before a prepared surface can be coated.
- The substrate is not damp or covered by frost or ice.
- The surface temperature and air temperature are between 50° F and 100° F.
- The surface temperatures of the steel and air are more than 5° F above the dew point temperature, as determined by a surface temperature thermometer and electric or sling psychrometer.

If the requirements of the coating manufacturer differ from the ranges provided above, the Contractor shall comply with the most restrictive requirements unless directed otherwise by the Client Agency engineer in writing.

The Contractor is liable for any fines, costs or remediation costs incurred as a result of its failure to be in compliance with this provision and all federal, State and local laws.

The paint will be furnished by the Client Agency unless stated otherwise. The Contractor is responsible for picking up the Client Agency supplied material and transporting the material to the work site.

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- (n) **MINIMUM CREW SIZE:** Contractor shall provide a minimum of three (3) workers. One (1) of the workers must be the working supervisor who has experience in bridge painting. The remaining workers will be taken from Line Item 4, Exhibit B, based upon work to be performed.

The Contractor is required to submit price per unit at an hourly rate. The hourly rate is to include tools, equipment, pallets, tarps, transportation and the Contractor supplied materials necessary to complete the work.

- (o) **MATERIALS:** Replacement materials available through Original Equipment Manager (“OEM”) must be used wherever possible. Prior to purchasing any materials, the Contractor shall submit the materials costs to the appropriate Client Agency district bridge manager for approval. For individual material items whose cost is greater than \$2,500, the submitted price must have at least three (3) written quotes or bids from responsible and qualified sources of supply, to substantiate the cost unless the item is considered sole-source where, in that case, the Contractor shall supply a letter from the proposed supplier indicating that they are the proprietary owner of the requested product and that they are the sole distributor of the requested product along with the cost of the product.

In the event that material purchases are required for emergency repairs and are greater than \$2,500, the Contractor shall submit the materials costs to the appropriate Client Agency district bridge manager for approval prior to purchasing.

Reimbursement for materials supplied by the Contractor will be as follows:

For materials bought at the direction of Client Agency, the Client Agency will pay the Contractor its actual cost for such materials delivered to the appropriate bridge site, including delivery charges, as shown by original receipted bills plus 15% mark-up which shall be considered as full compensation of all administrative costs associated with the appropriation and purchase of said materials.

For materials taken from Contractor stock, the Contractor shall provide Client Agency an affidavit certifying that such materials were not purchased for the subject bridge, that the materials were taken from Contractor stock, that the quantity claimed to have been used for the bridge was actually so used, and that the price claimed for the materials is currently their fair market value. Reimbursement will be made at the price noted in the Contractor’s affidavit plus 15% mark-up.

- (p) **BONDS:**

1. **Performance bond:** Contractor may either provide a performance bond in the amount of one hundred percent (100%) of each purchase order or an aggregate performance bond in the minimum amount of three million dollars (\$3,000,000.00). With regard to the latter performance bond, when the total value of the awarded work meets or exceeds the three million dollars (\$3,000,000.00) bond value, the bond requirement will be increased in minimum increments of seven hundred fifty thousand dollars (\$75,000.00) beyond the value listed on the

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then current bond to cover work ordered in subsequent purchase orders. Contractor shall carry sufficient bond coverage to cover all ongoing work and any outstanding obligations to Client Agency at all times. Client Agency will notify the Contractor when a new bond is required. The required bond must be received prior to any purchase order being issued. Failure to submit a performance bond in a form satisfactory to the Client Agency prior to the issuance of a purchase order will result in the Client Agency issuing a purchase order for the work to the next lowest Contractor responsive to the Client Agency's bond request.

2. Payment bond: Contractor may either provide a payment bond in the amount of one hundred percent (100%) of each purchase order or a payment bond in the minimum amount of three million dollars (\$3,000,000.00). With regard to the latter payment bond, when the total value of the awarded work meets or exceeds the three million dollars (\$3,000,000.00) bond value, the bond requirement will be increased in minimum increments of seven hundred fifty thousand dollars (\$75,000.00) beyond the value listed on the then current bond. Client Agency shall notify the Contractor when a new bond is required. The required bond must be received prior to any purchase order being issued. Failure to submit bond in a form satisfactory to the Client Agency prior to the issuance of a purchase order shall result in the Client Agency issuing a purchase order for the work to the next lowest Contractor responsive to the Client Agency's bond request.

Contractor shall provide performance and payment bonds in accordance with the following requirements:

1. Bond issued by a corporation must be signed by an official of the corporation above his or her official title and the corporate seal must be affixed over his or her signature,
2. Bond issued by a firm or partnership must be signed by all partners and indicate they are "Doing Business As (name of firm)",
3. Bonds issued by an individual must be signed by the individual owning the business and the individual signing must be identified as "Owner",
4. All bonds must be signed by a surety company with the corporate seal of the company affixed over the signatory's signature,
5. Any surety company executing a bond must be licensed to do business in the State, or countersigned by a company so licensed,
6. Signatures of two (2) witnesses for both the principal signatory and the surety must appear on the bond and
7. A power of attorney for the official signing the bond for the surety company must be submitted with the bond, unless a power of attorney has previously been filed with the Client Agency's Bureau of Finance & Administration, if the Client Agency is Connecticut Department of Transportation ("ConnDOT"), and the power of attorney is effective as of date of the execution of the bond.

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The payment bond requirement may be waived for Contractor(s) that manufacture and supply their own material and do not purchase materials required under the performance of the Contract from any third party source. Appropriate documentation must be supplied with the bid to establish the basis upon which to request a waiver of the payment bond. This waiver does not apply to the performance bond requirements.

Re-insurance arrangements are not to be acceptable for performance or payment bonds. A maximum of one (1) co-surety will be acceptable for a payment and/or performance bond. The Client Agency, if the Client Agency is ConnDOT, as obligee, shall hold all surety companies, which execute payment and performance bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Other offers of surety will be reviewed on a case by case basis and approved or disapproved at the sole discretion of the Client Agency.

PARTY FOR NOTICE (if Client Agency is ConnDOT):

State of Connecticut
Department of Transportation
Division of Purchasing Materials Management
Attn: Ledja Shahu
P.O. Box 317546
2800 Berlin Turnpike
Newington CT 06131-7546
Fax: 860 594-2174

- (q) FORM 817 – “FORM 817” is Client Agency’s “*Standard Specifications for Roads, Bridges and Incidental Construction*”. Work is to be in accordance with FORM 817 including all supplements and other applicable standards. Copies of these standard specifications, FORM 817 may be purchased from:

State of Connecticut
Department of Transportation
Manager of Contracts
PO Box 317546
2800 Berlin Turnpike
Newington CT 06131-7546

The price is twenty dollars (\$20.00) if FORM 817 is mailed and sixteen dollars (\$16.00) if FORM 817 is picked up. Checks are to be made out to: Treasurer, State of Connecticut

OR

Contractor may view and download FORM 817 at the following website:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&Q=430362>

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- (r) OPERATING STANDARDS: Contractors supplying equipment and services “Operated by Contractor” are required to comply with the current OSHA Regulations (Standard – 29 CFR) Parts 1910 and 1926 and the CT Occupational Safety and Health Standards, Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations as such standards may be amended or superseded at any time.
- (s) UTILIZATION OF CONTRACTOR: Utilization of a Contractor will be based upon the Client Agency’s assessment of a Contractor’s ability to perform the required work and upon the Contractor’s overall total cost estimate for a particular project. Past performance may be used in determining a Contractor’s ability to perform work. The Client Agency may interview the Contractor to determine if they are qualified to perform the required work. Documented experience demonstrating prior performance of the work to be performed may be requested by the Client Agency.

In the event that more than one (1) piece of equipment could be used to perform requested work, the Client Agency will determine the piece of equipment to be included in the purchase order to accomplish the work in its sole discretion. A mandatory pre-construction meeting will be conducted for each project prior to beginning work. The Contractor shall not be paid for attending or traveling to or from the pre-construction meeting.

The Contractor shall conform to the specifications established by the Contract. If there are any proposed minor deviations from these requirements, it is the Contractors’ responsibility to request written approval for such deviation at the pre-construction meeting. Alternate proposals or methods are not acceptable unless approved prior to execution in writing by the Client Agency. The Client Agency may assign work to multiple Contractors simultaneously in an effort to accomplish its project schedules within each district. This could mean that if the lowest awarded Contractor cannot undertake/complete work as proposed by the Client Agency for a particular project within the time frames determined by the Client Agency, the next lowest awarded Contractor may be selected.

- (t) WORK DAY: In accordance with the normal work schedule in use by the Client Agency, rates are based on a seven and one-half (7 ½) hour normal work day (8:00 a.m. to 12:00 noon; 12:30 p.m. to 4:00 p.m. or as determined at the pre-construction meeting). Rates are to be based on a normal working day of seven and one-half (7 ½) hours, regardless of how many hours are considered to be a normal day by the Contractor.

Payments will be for actual hours worked or actual work units performed, from the time the traffic control setup has been completed to the time when traffic control removal begins.

When operations require work in excess of seven and one half (7 ½) hours in any one (1) day, payment will be made at the applicable hourly rate for the actual hours worked or actual work

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units performed. The Client Agency will not pay any overtime rates under the terms of the Contract.

Under certain circumstances the Client Agency may arrange for other hours of work to be performed upon the mutual agreement of the Client Agency and the Contractor. No additional premium will be paid for such arrangements.

- (u) **NIGHT WORK:** If night work is to be performed, the Contractor will provide bright wide angle retro-reflective sheeting signage for the work area and furnish all lighting for illumination of traffic control and signing operations and for illumination of the work area to the satisfaction of the Client Agency engineer. Required illumination must consist of one (1) "light-plant" (a gasoline-powered, trailer-mounted generator unit with four (4) high-intensity lamps on an extendable stanchion that operate and focus independent of each other), or approved equivalent, at the discretion of the Client Agency engineer, per work crew area. The cost of illumination of traffic control and signing operations will be paid for under the night additional cost for traffic control as set out in Exhibit B. The illumination of the work area will be paid for under the night additional cost for Item numbers: 1 and 2 as set out in Exhibit B.

Retro reflective sheeting for signage must be provided in accordance with Section M.18.09.02 of FORM 817.

Night hours normally will be considered to be from 6:00 p.m. to 6:00 a.m., but will be determined specifically at each pre-construction meeting by the Client Agency's bridge maintenance representative.

- (v) **RAILROAD WORK:** The Client Agency may need work performed adjacent to railroads. These projects will only be paid for when requested in writing by the Client Agency engineer.

When working on a specific railroad property the Contractor shall:

1. Execute any service agreement required by the railroad company, if applicable,
 2. Furnish any certificates of insurance required by the railroad company, if applicable. These certificates are in addition to the Railroad Protective Liability Insurance required by the terms of the Contract, and
 3. Coordinate with the railroad company to schedule the required railroad personnel necessary to provide protection for the Contractor during the course of the project. Contractor shall pay all fees for the necessary personnel with no additional charge to the Client Agency.
- (w) **WORKING OVER OR NEAR WATER:** The Client Agency may need Contractor to Perform work on projects over or near water. Contractor shall comply with OSHA Standard 29 CFR 1926.106 and CGS § 15-14e as such standard may be modified or superseded at any time, when working over or near water.

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Work over or near water will be considered any work where a danger of drowning exists and will be discussed at the pre-construction meeting. If decided at the pre-construction meeting that a boat is required, the Contractor shall provide an operator and boat at no additional cost. The Client Agency's decision regarding the necessity of a boat is final. The boat must be equipped with life preservers and any other equipment required by government regulations. The Contractor shall provide to the Client Agency engineer copies of all necessary permits, licenses and registrations for the boat and operator. The boat is to be operable and available at all times. In the event of a breakdown of the boat, hazardous over water work will be discontinued until the boat is repaired or replaced.

- (x) HOLIDAYS: The Contractor shall not work on the following State of CT legal holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

The Contractor shall not work on the day before and the day after any of the above legal holidays on interstate highways or expressways.

This applies also to the Friday immediately proceeding any of the above legal holidays celebrated on a Monday and the Monday immediately following any of the above legal holidays celebrated on a Friday.

- (y) QUALITY CONTROL: Quality control shall be the responsibility of the Contractor through its working supervisor.
- (z) MATERIALS TESTING: All materials supplied by the Contractor for this Contract are subject to the physical sampling and written certification requirements of FORM 817.
- (aa) EQUIPMENT REGULATIONS: The Contractor supplying equipment or vehicles is required to have the equipment or vehicles properly equipped for the job. Equipment is to be in compliance with all of the applicable Federal, CT DMV and local regulations at all times during the term of the Contract. All operators of specialized equipment must be properly trained and licensed, i.e. boom operators, etc. at all times during the term of the Contract. Proof of current licensing must be provided promptly upon Client Agency request at any time during the term of the Contract.
- (bb) CT REGISTRATION REQUIREMENTS: The Contractor shall comply with all applicable provisions and regulations outlined in the Contract.
- (cc) EQUIPMENT INSPECTION: Equipment must be in good operating condition and be available for inspection by a Client Agency inspector at a location within the State prior to the issuance of a purchase order under the Contract. If Contractor's equipment is unavailable for inspection or unable to perform the specified work when inspected, the Client Agency may assign the work to

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be performed to another contractor. The Contractor must have the capacity of furnishing the necessary equipment, supplies, etc. for each crew or vehicle required to perform the work.

- (dd) **MINIMUM WAGE RATES:** The wages paid to any mechanic, laborer or worker employed in the work contracted to be done shall be at a rate equal to the rate of wages customary or prevailing for the same work in the same trade or occupation and in the area in which the Contract is to be performed. Payment shall be made to each employee engaged in work under the Contract in the trade or occupation listed, not less than the wage rate set by category in accordance with the wage schedules contained herein. In the event it becomes necessary for the Contractor or any Subcontractor to employ any mechanic, laborer or worker in a trade or occupation for which no minimum wage is set forth, the Contractor must immediately notify the Labor Commissioner, who will ascertain the minimum applicable wage rate from the time of the initial employment of the person affected and during the continuance of such employment. Every Contractor or Subcontractor performing work for the Client Agency is subject to the provisions noted herein, as determined by the Labor Commissioner, and shall post the prevailing wages in prominent and easily accessible places at each work site. Information Bulletin #2 regarding CGS § 31-55a is contained in Exhibit D. Questions regarding wage regulations should be directed to the State of Connecticut, Department of Labor (“DOL”), Division of Wage and Workplace Standards at 860 263-6790.
- (ee) **WAGE REGULATIONS:** The Contract includes wage scales as provided by the DOL. Contractor shall comply with all provisions outlined in the DOL regulations throughout the term of the Contract including any extensions. During the term of the Contract, the Client Agency shall verify that these wage scales are being paid in accordance with CGS § 31-55a. The DOL regulations mandate certified payrolls and a statement of compliance to be submitted on a monthly basis to the Client Agency. The wage utilization of the term “working supervisor” does not exclude the Contractor from paying this position less than the actual work being performed by this person as specified in the prevailing wage scales. The Contractor shall return the wage certification promptly upon Client Agency request.

The Contractor shall comply with the provisions of CGS §31-55a, which reads as follows: Each Contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a State highway or bridge that falls under provisions of Section 31-54 of CGS §, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or replay of any public works project that falls under the provisions of Section 31-53 of the general statutes shall contact the Labor Commissioner on or before July 1st of each year, for the duration of such contract, to ascertain the prevailing wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each employee effective each July 1st.

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- (ff) ENVIRONMENTAL COMPLIANCE: The Contractor shall, at all times, be in compliance with the environmental regulations promulgated by the State of CT DEEP. During any period that a Contractor is found to be in noncompliance, no new purchase orders will be issued. The Contractor shall comply with Section 1.07.16 and 1.10.13 of the FORM 817 as such sections may be amended or superseded and the Client Agency's Best Management Practices, Attachment 1, contained in the Contract.
- (gg) TRAFFIC CONTROL: When Item number 3 on Exhibit B, "Traffic Control for Bridge Repair, Provided by Contractor" is used, the Contractor shall be responsible for supplying, erecting, maintaining, moving and removing all signs, sign supports, barricades, traffic cones, traffic delineators, and any other materials necessary as set forth in the provisions of the "Work Zone Traffic Control Operations" guidelines Attachment 3, contained in the Contract as such guidelines may be amended or superseded. The Contractor shall furnish all lighting to illuminate the work area and provide illumination for traffic control and signing operations. If night work is performed utilizing traffic control, the Contractor is responsible for providing bright wide angle retro-reflective sheeting signage in accordance with FORM 817 Section M.18.09.02 as amended or superseded. On projects utilizing uniformed police officers, Client Agency's district personnel shall determine the type of traffic personnel and the number of officers required at the pre-construction meeting.
- (hh) PRICING FOR CONTRACTOR FURNISHED TRAFFIC CONTROL: Prices for traffic control are for both Limited Access Highways and Non-Limited Access Highways. The price for traffic control is broken out by districts under Exhibit B, Price Schedule Item number 3A, Limited Access Highways and 3B, Non-Limited Access Highways. Limited Access Highways are defined as those that the Client Agency commissioner, with the advice and consent of the Governor and the Attorney General, designates as limited access highways to allow access only at highway intersections or designated points.

Traffic Control Items A through E on Exhibit B, Price Schedule, are awarded on an hourly rate. The Client Agency will pay the rate offered for half (1/2) hour increments and will be classified as set up and removal where traffic control is required. Traffic Control Items F through K on Exhibit B, Price Schedule, will be paid for actual hours used. Crash units without operators when unit is idling with lights flashing will be paid for between the setup / breakdown time.

The cost of providing traffic controls is a factor in determining the lowest priced Contractor for each order. The pricing shall be adhered to throughout the term of this Contract.

If CT State Police are utilized as traffic personnel, the Client Agency will reimburse the State of CT, Department of Emergency Services and Public Protection (DESPP) directly for all approved work performed by CT State Police. The Contractor shall be responsible for measuring and invoicing the Client Agency for the services provided by each CT State Police Officer.

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Payments for CT State Police utilized by the Contractor for its convenience, and not approved by Client Agency engineer, are the responsibility of the Contractor. No separate payment item for CT State Police is included in this Contract.

If Uniformed Flaggers are required by the Client Agency, they will be paid at the rate indicated on Exhibit B, Price Schedule, Item number 3G.

If Uniformed Police Officers are utilized as traffic personnel, they will be paid at the rate indicated in Exhibit B, Item number 3K.

- (ii) TECHNICAL REQUIREMENTS: Traffic personnel are to be trained in the proper performance of their duties.
1. Uniformed Flaggers: Uniformed Flaggers must have successfully completed a flagger training program from the American Traffic Safety Services Association, National Safety Council or other approved programs. A copy of the Uniformed Flagger's training certificate must be provided to the Client Agency's representative before the Uniformed Flagger performs any work on the project. Uniformed Flaggers shall wear garments (including high visibility headgear) so as to be readily distinguishable as a flagger, in accordance with Standard 6E-e of the Manual of Uniform Traffic Control Devices ("MUTCD") published by the Federal Highway Administration ("FHWA"). Each Uniformed Flagger shall also be equipped with a STOP/SLOW paddle that is at least eighteen inches (18") in width with letters at least six inches (6") high and conforms to Standard 6E-4 of the MUTCD.

Traffic control shall be performed in accordance with "Work Zone Traffic Control Operations" including the general notes for traffic control and traffic control plans as applicable and conform to National Cooperative Highway Research Program ("NCHRP") Report 350 (TL-3).

The Contractor shall be responsible for the scheduling and payments of Uniformed Flaggers used for traffic control.

2. Uniformed Police Officers: Uniformed Police Officers must be sworn municipal police officers or uniformed constables. Their services must include an official municipal police vehicle when requested by the Client Agency.

Uniformed Police Officers shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards provided by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting these requirements.

The Contractor shall schedule and pay Uniformed Police Officers used for traffic control.

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3. CT State Police Officers: CT State Police Officers shall be uniformed off-duty sworn CT Police Officers. Their services shall include the use of official CT State police vehicles and associated equipment. CT State Police Officers with official CT State police vehicles must be used at locations and for periods of time as the Client Agency engineer deems necessary.

CT State Police Officers shall assist in implementing the traffic control specified Attachment 3 or as directed by the Client Agency engineer. The Contractor shall not direct CT State Police Officers assigned to a work site.

The Contractor shall hire and schedule CT State Police Officers if the Client Agency determines CT State Police Officers are required to be utilized as traffic personnel and approval is given by the Client Agency engineer. The Client Agency shall reimburse DESPP directly for approved work performed by CT State Police Officers. Payments for CT State Police Officers utilized by the Contractor for its convenience and not approved by the Client Agency engineer, are the responsibility of the Contractor. No separate payment item for CT State Police Officers is included in the Contract.

- (jj) GEOGRAPHICAL LIMITS: The geographical limits of each district are outlined on the CT State map, marked Attachment 4, and contained in the Contract.
- (kk) CALL BEFORE YOU DIG (“CBYD”) – EXISTING CONDITIONS: Before any construction is performed, the Contractor shall contact CBYD at 800-922-4455 to obtain a request number and the names of the utility companies that are being notified. The request number expires in thirty (30) calendar days. The Contractor shall maintain an active request number. The Contractor shall locate all known utilities prior to work and will repair/replace all damage done to known utilities at no cost to the Client Agency.
- (ll) SAFETY EQUIPMENT: All personnel participating in the Contract shall wear all safety equipment as required by OSHA Standard 20 CFR 1926.28(a) and as required by any railroad entity in whose right-of-way work is performed.
- (mm) CERTIFICATION: Contractor shall ensure that all persons engaged in work under the Contract in classifications that require special certifications or licenses, such as welders, divers, electricians, boom operator, truck operators requiring a CDL, etc., possess valid special licenses or certificates. Contractor shall be responsible to ensure that the sufficient number of licensed/certified operators be present on the job site to operate any necessary equipment without interruption to the job. Underwater divers shall possess commercial diving licenses as required by OSHA requirements, 20CFR, PART1 910.
- (nn) EXTENUATING CIRCUMSTANCES: Extenuating circumstances which affect work performed and payments: No payment shall be made by the Client Agency for rentals of equipment “Operated by the Contractor” or for projects, when work cannot be performed due to extenuating

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circumstances or adverse weather conditions as determined by the Client Agency, and the Contractor is given adequate notification of the temporary shutdown of work. The term adequate notification will be discussed and agreed upon by the Client Agency and the Contractor, prior to work, at the pre-construction meeting.

No payment will be made by the Client Agency for rental of equipment "Operated by Contractor", services or traffic control (i.e. CT State/Uniformed Police Officers) if the Contractor cancels for the day.

When hourly work is already started by the Contractor, and it has been canceled by the Client Agency because of extenuating circumstances or adverse weather conditions, the Contractor will be paid for the actual hours worked subject to a minimum of four (4) hours at the applicable rate.

- (oo) **CONTACTING A CONTRACTOR:** A period of two (2) consecutive days or forty-eight (48) hours, Saturday and Sunday excluded, will be the time limit for attempting to contact the lowest awarded Contractor for a particular job prior to contacting the next lowest awarded contractor. The availability of a Contractor to start work when requested, normally within five (5) working days after receiving notification of the purchase order number, will be considered when selecting the "lowest available qualified contractor" for a project. The time limit may be extended at the discretion of the Client Agency. Another factor to be considered when selecting the "lowest available qualified Contractor" will be the ability of the Contractor to have equipment listed on Exhibit B, available for the required work.
- (pp) **EXPIRATION OF CONTRACT/CONTINUANCE OF WORK UNTIL COMPLETION:** In the event the Contract period expires and the awarded Contractor has not completed projects that are underway, the Client Agency may allow or require the Contractor to complete these projects if the following conditions are met:
1. Prices awarded under the original Contract remain in effect until all work is completed.
 2. All other contractual obligations and conditions remain the same, including insurance requirements, bonding requirements, and prevailing wage scales, if applicable.
- (qq) **INCIDENTAL STRUCTURAL STEEL REPAIR – Hourly:** Corrective work on steel members of bridges, joints, bearings and railing to include incidental preparatory work, setup and completion as required (i.e. setting up staging, bridge jacking).

The Contractor shall furnish all necessary material, equipment, and transportation of personnel or materials required to satisfactorily complete the repairs.

Contractor shall provide said repairs with a minimum of:

1. One (1) working supervisor (experienced in bridge repair),

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

2. One (1) ton capacity pickup truck,
3. One (1) 5-8 c.y. capacity dump truck,
4. One (1) 200 amp @ 28 volts (minimum with 110v/30a tap) welders, self-powered, portable with two (2) 100 ft. leads and rods as required; one (1) each (minimum) power wire brush (with brushes),
5. One (1) set of welding and/or cutting torches with necessary tips, hoses, (100 ft. minimum) tanks and fuel,
6. One (1) Skidmore-Wilhelm calibrator or equal bolt tension-indicating device,
7. Two (2) hydraulic jacks 100 ton minimum with pumps,
8. One (1) air compressor, capable of delivering a minimum of 185 cfm @ 100 psi and to include two (2) needle scalers,
9. Six (6) 50 ft. sections of air hose, and one (1) blow-pipe or nozzle; two (3) chipping hammers (15# max) with points as required; one (1) rock drill,
10. One (1) Reinforcing rod bender, #4 to #6 rod,
11. One (1) welding rod oven,
12. One (1) manifold jacking system with (10) 150 –ton jacks & necessary hoses,
13. One (1) reciprocating saw, self-powered with blades,
14. One (1) 3500 watt generator; grade “D” air-supplied respirators with necessary power source, minimum for two (2) workers; Air/Gas Monitor in compliance with OSHA regulations,
15. Required hand tools and small power tools, (i.e. hammers, saws, drills, wheelbarrows, shovels, wrenches, pry bars, brushes, etc.),
16. Minimum two (2) ladders 32 ft.,
17. Scaffolding, (minimum 40 ft. high x 40 ft. long x 5 ft. wide-complete),
18. Rigging,
19. Fuel and
20. One (1) magnetic anchored drill with the necessary bits.

Forms, braces, minor cribbing and curing mats will be furnished by the Contractor at no additional cost to the Client Agency.

Steel and the required hardware and reinforcing shall be furnished by the Client Agency to the Contractor. The Contractor shall be responsible for picking up the material and transporting the material to the job site.

Minimum crew size: Contractor shall provide a minimum of three (3) workers. One (1) of the workers shall be the working supervisor (experienced in bridge repair), which is included in this item. The other workers must be taken from Exhibit B, Item number 4, based upon work to be performed.

The Contractor shall submit price per unit at an hourly rate. The hourly rate is to include, tools, equipment, transportation, and the Contractor supplied materials necessary to complete the work.

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- (rr) **ADDITIONAL WORKERS:** Workers will be used to staff the various bridge repair units. See additional worker Contract terms and conditions as outlined herein. The Contractor shall indicate the number of workers available by classification and shall submit price per worker at an hourly rate.

Welder (State Certified): A certified welder shall be defined as a person who has passed a welding test approved by the State of CT Materials Testing Division and has on his or her possession a current welding card that has the following criteria passed:

- Type of electrode: E7018
- Size of electrode: 1/8 inch
- Position 3G and 4G, unlimited thickness

State Certified Welder will be paid in the trade incidental to the work performed. When the State Certified Welder is welding on girders and steel beams, he/she will be paid as an iron worker; when welding sheet metal, he/she will be paid as a metal worker.

Welder (State Certified Pipe): A certified pipe welder shall be defined as a person who has passed a welding test approved by the State of CT, Materials Testing Division that qualifies that welder for structural welding in accordance with the AWS D1.1 code, position 6G. The individual must have on his or her possession at all times, when actively working the subject project/PO, documentation of the pertinent testing requirements and test results for him/herself. The qualifications of the independent testing firm, the welder, and the supplied documentation are all subject to review for approval by personnel from the State of ConnDOT Materials Testing Division.

2. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, Price Schedule whether or not such a savings actually occurs.

(b) Mandatory Extension to State Entities

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political subdivisions of the State (towns and municipalities), schools, and not-for-profit organizations.

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(c) P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of CT Purchasing Card ("MasterCard") in accordance with Memorandum No. 2011-11 issued by the OSC.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the State of CT MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

(d) Subcontractors

In the event it becomes necessary for the Contractor to use any subcontractor, requests for subcontractor approval shall be submitted to the Client Agency transportation maintenance director prior to the start of the work. Subcontracting will be restricted to maintenance and protection of traffic and other incidental work.

(e) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

ATTACHMENT 1**BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
BEST MANAGEMENT PRACTICES
FOR THE PROTECTION OF THE ENVIRONMENT**

The following items are specifically designed for use by the Client Agency during construction and maintenance projects. Any of these items may be superseded by specific permits from DEEP. Any design changes requiring a variance from these items due to construction methods must be submitted to the Client Agency for review and transmittal to DEEP for approval if necessary. The definition of "Engineer" and "Contractor" are found on page two of the current FORM 817 and refer to Client Agency personnel and hired contractors. All construction and maintenance activities shall be consistent with related Client Agency administrative memorandums concerning procedures and responsibilities for the control of erosion and sedimentation.

Construction and maintenance operations shall conform to the following general conditions:

1. Prior to commencing project site work, the Contractor shall submit in writing to the Client Agency 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 CT Guidelines for Soil Erosion and Sediment Control, the CT Storm water Quality Manual, and all environmental laws and regulations established by federal, State or municipal agencies, as well as the Client Agency's published environmental policies and standards. If the Contractor elects to work during a winter shut-down period, the Contractor shall submit to the Client Agency engineer a separate Winter Erosion and Sedimentation Control Plan, obtain the Client Agency engineer's written approval of it, and implement it before the Contractor begins project work during the winter shut-down period.
2. The Contractor will 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 CT 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 twenty four (24) hours after receipt of written notice of such a failure from the Client Agency engineer, the Client Agency may proceed with its own or other forces to remedy such failures. The cost to the Client Agency 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.

ATTACHMENT 1

**BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
BEST MANAGEMENT PRACTICES
FOR THE PROTECTION OF THE ENVIRONMENT**

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 Client Agency engineer and the Client Agency 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 Client Agency 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 Client Agency engineer, the Contractor must submit in writing to the Client Agency engineer a construction-sequencing plan, a water-handling plan, and a flood contingency plan, and obtain from the Client Agency 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 Client Agency engineer a written proposal for specific methods and devices to be used for same, and must obtain the Client Agency 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 Client Agency 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 Client Agency engineer, approved in writing by the Client Agency engineer, and implemented by the Contractor.
9. Whenever possible, work within or adjacent to watercourses shall be conducted during periods of low flow. The Client Agency 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

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(i.e., a storm predicted by National Oceanic and Atmospheric Administration (“NOAA”) Weather Service, with warnings of flooding, severe thunderstorms, or similarly severe weather conditions 78 1.10.04 or effects), the Contractor shall make every effort to secure the site to the satisfaction of the Client Agency 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 Client Agency engineer a written proposal detailing the proposed change, and must receive the Client Agency 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 Client Agency 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 Client Agency 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.

ATTACHMENT 2

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT

MATERIAL REQUIREMENT

Materials requiring written certification conforming to Section 1.06.07 are as follows:

- a) Concrete (including required admixtures) – submittals in accordance with requirements of Section M.03 of FORM 817.
- b) Reinforcing Steel – submittals in accordance with requirements of **Section M.06.01** of FORM 817.
- c) Structural Steel – submittals in accordance with requirements of **Section M.06.02** of FORM 817.
- d) Rapid Set D.O.T. Cement – notarized materials certificate.
- e) Joint Sealant – notarized materials certificate.
- f) Backer Rod – notarized materials certificate and certified test report (type 3 only).

Section M.03

1. Where Class ‘S’ Concrete is required, the Contractor shall comply with the Standard Specifications FORM 817, Section M.03 as *supplemented herewith to provide a super-plasticized concrete.*

a) General Composition of Concrete Mix (4,000psi required):

<u>TYPE</u>	<u>PROPERTY BY WT. APPROX.</u>	<u>WATER PER BAG MAX</u>	<u>GEM. FACTOR</u>
Class “S”	1 : 2.16 : 2.20	5.7 (Gals.)	7.0 (Bags/C.Y.)

- b) Coarse Aggregate: The required grading must be obtained by using 100 percent 3/8” coarse aggregate.
- c) Cement: Type I or II Portland Cement must be used for Class "S" Concrete.
- d) Admixtures: The superplasticizer admixture must be a high-range water reducer (“HRWR”) capable of increasing the slump of the mix from approximately 2-½ inches to 6-½ inches upon the addition of the amount recommended by the respective manufacturer. The HRWR must conform to ASTM C494 Type F or Type G and shall be approved by the Client Agency engineer. The use of this material must be in strict accordance with the respective manufacturer's written instructions and procedures.
- e) Composition: Class "S" concrete must contain not less than 5.5 percent and not more than 8.5 percent entrained air at the time of placement.
- f) Compressive Strength: The Class "S" concrete must have a minimum 4,000 psi compressive strength at twenty-eight (28) days.
- g) Consistency: Class "S" concrete must have a slump range of 2 inches to 4 inches prior to the addition of the HRWR and from 6 inches to 8 inches of slump after the addition of the HRWR. The addition rates of the air-entraining admixture (“A.E.A.”) and the HRWR will vary. Frequent field testing of the air content and slump prior to and after addition of the HRWR will be the determining factor of actual addition rates for each admixture.

ATTACHMENT 2

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT

MATERIAL REQUIREMENT

NOTE: The Contractor shall also have measuring graduates marked for the proportioning of the A.E.A. and the HRWR. Do not mix the A.E.A. and the HRWR together before adding to the mix; the resultant solution will not work. Do not add the A.E.A. and the HRWR at the mixer simultaneously; these admixtures must be added separately in the mixing cycle. All manufactured materials must be stored, mixed and used in strict accordance with the written recommendations of the respective manufacturers

2. Where Rapid Set (no substitutions allowed) is required, the Contractor shall provide the following material:
 - a) Rapid Set D.O.T. Cement (Industrial Grade Fast Setting Cement): a calcium sulfoaluminate based hydraulic cement blend mixed at a 1-2-2 ratio (cement, sand, and stone).
(Notarized materials certificate must accompany each purchase order usage)

Manufactured by: CTS Cement Mfg. Corp.
 11065 Knott Ave., Suite A
 Cypress, CA 90630
 Ph. 800.929.3030

3. Where a Controlled Low Strength Material (“CLSM”) is required, the Contractor shall supply the following material and a contractor-designed mix:
 - a) General Composition of Concrete Mix
The composition of the CLSM must be in accordance with the requirements set forth in Article M.03.01-General Composition of Concrete Mixes, as well as the applicable sections of ACI 229R. The Contractor shall submit each proposed mix design, with all supporting data, to the Client Agency engineer for review and approval at least two (2) weeks prior to its use. The setting time of CLSM materials must be designed so as to achieve the strength necessary to comply with the time constraints called for under the maintenance and protection of traffic requirements of the purchase order. The use of chloride accelerators is not permitted.
 - b) Compressive Strength: The minimum compressive strength of the CLSM material must be thirty (30) pounds per square inch (psi) and the maximum compressive strength of the CLSM shall be one hundred fifty (150) pounds per square inch (psi) when tested in accordance with ASTM D4832 after fifty two (52) days.
 - c) Aggregate: The CLSM mix Design must utilize a nominal maximum size of No. 8 aggregate as specified in M.01.01.
 - d) Consistency: The CLSM mix Design must have a minimum of 20% entrained air when tested in accordance with AASHTO T152.

ATTACHMENT 2

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT

MATERIAL REQUIREMENT

Under Item No.8

1. Where Self-Leveling Cold Applied Sealant (no substitutions allowed) material is required, the Contractor shall provide one of the following materials (including manufacturers recommended cleaners, primers, etc.) as designated by the Client Agency engineer:

- a) Dow Corning 888 Silicone Joint Sealant: a low-modulus silicone sealant.
(Notarized materials certificate must accompany each purchase order usage)

Manufactured by: Dow Corning Corporation
South Saginaw Road
Midland, Michigan 48686-0994
Ph. 517.496.6000

- b) Dow Corning 902RCS Joint Sealant: a rapid-cure, self leveling, two-part silicone rubber sealant.
(Notarized materials certificate must accompany each purchase order usage)

Manufactured by: Dow Corning Corporation
South Saginaw Road
Midland, Michigan 48686-0994
Ph. 517.496.6000

- c) Backer Rod, Type 3 Cold: polyethylene rod, for bridge expansion joints, must conform to requirements of ASTM D5249. (Rod diameter shall be 25% larger than joint opening at 50 degrees F.
(Notarized materials certificate and a certified test report must accompany each purchase order usage)

2. Where Hot-Tar Pourable Sealant material is required, the Contractor shall provide the following material:

- a) Joint Sealing Compound, Tar Kettle Type: Rubber compound of the hot poured type that must conform to the requirements of AASHTO M173 of the latest issue. (Notarized materials certificate must accompany purchase order usage)
- b) Backer Rod, Type 1 Hot: polyethylene rod, for bridge expansion joints, must conform to requirements of ASTM D5249. (Rod diameter must be 25% larger than joint opening at 50 degrees F.
(Notarized materials certificate must accompany each purchase order usage)

Section M.04

M.04.01—Bituminous Concrete Materials

M.04.02—Mix Design and Job Mix Formula (JMF)

M.04.03—Quality Control (QC) Testing and Control of Mixture

ATTACHMENT 2

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT

MATERIAL REQUIREMENT

M.04.01—Bituminous Concrete Materials: All facilities producing and testing bituminous concrete materials must be approved on an annual basis by the Client Agency Director of Research and Materials (“DRM”). The basis of approval for plant machinery, materials processing & controls, and field laboratory requirements is set forth in the "Materials Testing Manual" published by the Client Agency’s Division of Materials Testing. Asphalt test modifications are also included in the “Materials Testing Manual”.

Materials: Each source of material used for the production of bituminous concrete materials must be approved by the Client Agency DRM prior to their use. Such materials must include coarse aggregate, fine aggregate, mineral filler and designated bitumen combined to meet the composition limits by weight and other requirements stated in Table M.04.01. The Contractor shall submit to the Client Agency engineer a request for approval of each material sources of supply on a project basis. The Contractor shall also submit a Material Safety Data Sheet (“MSDS”) for each grade of binder to be used on the project. The Contractor shall not change between previously approved material sources of supply without approval by the Client Agency DRM.

An adequate quantity of each size aggregate, mineral filler and bitumen must be maintained at the bituminous concrete plant site at all times while the plant is in operation to ensure that the plant can consistently produce bituminous concrete materials that meet the job mix formula (JMF) as specified in M.04.02. The quantity of such material will be approved by the Client Agency engineer on an individual plant basis and is dependent upon the plant's daily production capacity, but shall never be less than one day’s production capacity.

ATTACHMENT 2**BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT****MATERIAL REQUIREMENT****1. Coarse Aggregate:**

- a. **Requirements:** The coarse aggregate shall consist of clean, hard, tough, durable fragments of crushed stone or crushed gravel of uniform quality. Aggregates from multiple sources of supply must not be mixed or stored in the same stockpile.
- b. **Basis of Acceptance:** The request for approval of the source of supply must include a washed sieve analysis in accordance with AASHTO T-27. The apparent specific gravity (G_{sa}), bulk specific gravity (G_{sb}) and percent absorption (P_{aw}) will be determined in accordance with AASHTO T-85. The coarse aggregate must not contain more than 1% crusher dust, sand, soft disintegrated pieces, mud, dirt, organic and other injurious materials. When tested for abrasion using AASHTO T-96, the aggregate loss must not exceed 40.0%. When tested for soundness using AASHTO T-104 with a magnesium sulfate solution, the coarse aggregate must not have a loss exceeding 10.0% at the end of 5 cycles.

2. Fine Aggregate:

- a. **Requirements:** The fine aggregate must consist of clean, hard, tough, rough-surfaced and angular grains of natural sand; manufactured sand prepared from washed stone screenings; stone screenings, slag or gravel; or combinations thereof.. Fine aggregates from multiple sources must not be mixed or stored in the same stockpile.
- b. **Basis of Acceptance:** The request for approval of the source of supply must include the location, manufacturing and processing methods. The request for approval must also include a washed sieve analysis in accordance with AASHTO T-27. Any fine aggregate component or final combined product must have 100% passing the 3/8 inch (9.5 millimeter) sieve. The apparent specific gravity (G_{sa}), bulk specific gravity (G_{sb}) and percent absorption (P_{aw}) will be determined in accordance with AASHTO T-84. The fine aggregates must be free from injurious amounts of clay, loam, and other deleterious substances.

3. Mineral Filler:

- a. **Requirements:** Mineral filler must consist of finely divided mineral matter such as rock dust, including limestone dust, slag dust, hydrated lime, hydraulic cement, or other approved mineral matter. At the time of use it must be freely flowing and devoid of agglomerations.
- b. **Basis of Acceptance:** The request for approval of the source of supply must include the location, manufacturing process, handling and storage methods for the material. Mineral filler must conform to the requirements of AASHTO M-17

ATTACHMENT 2**BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT****MATERIAL REQUIREMENT****4. Liquid Bituminous Materials:**a. Performance grade (“PG”) binder

- i. Requirements: Materials for this item must have uniformly mixed and blended liquid bituminous materials that are free of contaminants such as fuel oils and other solvents. Such materials must be properly heated and stored to prevent damage or separation. All PG binders used in the production of bituminous materials must be approved by the Client Agency DRM. PG binders that are modified with fillers, extenders, reinforcing agents, adhesion promoters, additives, and thermoplastic polymers must be approved for use only with the prior written approval from the Client Agency DRM.
- ii. Basis of Acceptance: The request for approval of the source of supply must list the location where the materials will be produced, and manufacturing, processing, handling and storage methods along with necessary certification in accordance with AASHTO R-26, and as stated herein this Contract. The PG binder utilized for the production of bituminous materials must consist of the grade specified in the Contract when tested in accordance with AASHTO M-320 and AASHTO R-29.

b. Cut-backs (medium cure type)

- i. Requirements: The liquid petroleum materials for this item must be produced by fluxing an asphalt base with appropriate petroleum distillates to produce the grade specified.
- ii. Basis of Acceptance: The request for approval of the source of supply must be submitted at least seven (7) days prior to its use listing the location where the materials will be produced, and manufacturing, processing, handling and storage methods. The liquid asphalt must be MC-250 conforming to AASHTO M-82.

c. Emulsions

- i. Requirements: The emulsified asphalt must be homogeneous and not be used if exposed to freezing temperatures.
- ii. Basis of Acceptance: The request for approval of the source of supply must include the location where the materials will be produced, and manufacturing, processing, handling and storage methods.
 1. Emulsified asphalts must conform to the requirements of AASHTO M-140. Materials used for tack coat must not be diluted and meet grade RS-1. When ambient temperatures are 80°F and rising, grade SS-1 or SS-lh may be substituted if approved by the Client Agency engineer.
 2. Cationic emulsified asphalt must conform to the requirements of AASHTO M-208. Materials used for tack coat must not be diluted and meet grade CRS-1. The settlement and demulsibility test will not be performed unless deemed necessary by the Client Agency DRM. When ambient temperatures are 80°F and rising, grade CSS-1 or CSS-lh may be substituted if approved by the Client Agency engineer.

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BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT

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5. Reclaimed Asphalt Pavement (“RAP”):

- a. **Requirements:** RAP must consist of asphalt pavement constructed with asphalt and aggregate reclaimed by cold milling or other removal techniques approved by the Client Agency DRM. For bituminous mixtures containing RAP, the Contractor shall submit a JMF in accordance with M.04.02 to the Client Agency engineer for advance approval.
- b. **Basis of Acceptance:** The RAP material will be accepted on the basis of one of the following criteria:
 - i. When the source of all RAP material is from pavements previously constructed in accordance with Client Agency specifications, the Contractor shall provide certification that the RAP is only from such pavements and that the binder is substantially free of solvents, tars and other contaminants. Stockpiles of such materials will be continuously labeled with a sign reading "**ConnDOT RAP**" and remain separate from all other materials. A request for approval for the RAP material must include the stockpile location and estimated quantities to be used.
 - ii. When the RAP material source or quality is not known, the Contractor shall test the material and provide the following information along with a request for approval to the Client Agency DRM at least thirty (30) calendar days prior to the start of the paving operation. The request must include a material certificate stating that the RAP consists of aggregates that meet the specification requirements of M.04.01-1 through 3 and that the binder in the RAP is substantially free of solvents, tars and other contaminants. Stockpiles of such material will remain separate from all other RAP materials at all times. The request for approval must include the following:
 - 1. A 5-pound sample of the RAP to be incorporated into the recycled mixture,
 - 2. A 5-pound sample of the extracted aggregate from the RAP,
 - 3. After recovery of binder from the RAP by AASHTO T-170, the viscosity test results will be reported when tested at 140°F by AASHTO T-202 and
 - 4. A statement that RAP material has been crushed to 100% passing the ½ inch sieve and remains free from contaminants such as joint compound, wood, plastic, and metals.

6. Crushed Recycled Container Glass (“CRCG”):

- a. **Requirements:** The Contractor use clean and environmentally-acceptable CRCG in an amount not greater than 5% by weight of total aggregate.
- b. **Basis of Acceptance:** The Contractor shall submit to the Client Agency engineer a request for approval to use CRCG. The request will state that the CRCG contains no more than 1% by weight of contaminants such as paper, plastic and metal and conform to the following gradation:

CRCG Grading Requirements	
<u>Sieve Size</u>	<u>Percent Passing</u>
3/8-inch	100
No. 4	35-100
No. 200	0-10

ATTACHMENT 2**BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT****MATERIAL REQUIREMENT****7. Joint Seal Material:**

- a. Requirements: Joint seal material will be a hot-poured rubber compound.
- b. Basis of Acceptance: Joint seal material will be tested in accordance with the requirements of AASHTO M-324 Type 2.

M.04.02—Mix design and Job Mix Formula (“JMF”)**1. Marshall Method - Class 1, 2, 3, 4 and 12:**

- a. Requirements: When specified, the Marshall Method will be employed to develop a bituminous concrete mix design that includes a JMF consisting of target values for gradation and bitumen content for each class of bituminous concrete designated for the project in accordance with the latest Asphalt Institute’s MS-2 manual. Each class of bituminous concrete must meet the requirements as shown in Table M.04.02-1.
- b. Basis of Acceptance: The Contractor shall submit to the Client Agency engineer a request for approval of the JMF in accordance with one (1) of the methods described herein this Contract. Prior to the start of any paving operations, the JMF and production percentage of bitumen must be approved by the Client Agency engineer, and the Contractor must demonstrate the ability to meet the approved JMF and production percentage of bitumen for each class of material. Additionally, the fraction of material retained between any two (2) consecutive sieves will not be less than 4%.

The Client Agency engineer will test each class of material for compliance with the submitted JMF and Table M.04.02-1. The maximum theoretical density (Gmm) will be determined by AASHTO T-209 (modified). If the material does not meet the requirements, the JMF will be adjusted within the ranges shown in Table M.04.02-1 until an acceptable material is produced. All equipment, tests and computations must conform to the Marshall Method in accordance with AASHTO T-245 (modified).

An approved JMF from the previous operating season may be acceptable to the Client Agency engineer provided that there are no changes in the sources of supply for the coarse aggregate, fine aggregate, recycled material (if applicable) and the plant operation had been consistently producing acceptable material.

The Contractor shall not change sources of supply after a JMF has been approved. Before a new source of supply for materials is used, a new JMF must be submitted to the Client Agency engineer for approval.

- c. Marshall mixture (virgin): For bituminous concrete materials that contain no recycled material, the limits prescribed in Table M.04.02-1 govern. The Contractor shall submit to the Client Agency engineer for approval, a JMF with the individual fractions of the aggregate expressed as percentages of the total weight of the mix and the source(s) of all materials. The JMF must indicate two (2) bitumen contents; the JMF target percentage and a production percentage (actual amount added to mix) of bitumen for each mix class by total weight. For surface course Class 1, a 0.45 power gradation chart must also be submitted on which is plotted the percentage passing each sieve. The JMF must also indicate the target temperature of completed mixture as it is dumped from the mixer and tested in accordance with M.04.03.

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- d. Marshall mixtures with RAP: In addition to M.04.02 – 1a through c, RAP in bituminous concrete must comply with requirements stated in M.04.01, and as stated herein this Contract. Upon approval by the Client Agency engineer, a maximum of 10% RAP may be used with no binder grade modification. RAP material will not be used with any other recycling option.

The Contractor may increase the RAP percentage in 5% increments up to a maximum of 30% provided a new JMF is approved by the Client Agency engineer. The following information must be included in the JMF submittal:

- Gradation and asphalt content of the RAP,
 - Percentage of RAP to be used,
 - Virgin aggregate source(s),
 - Total binder content based on total mixture weight,
 - Production pull percentage of added virgin binder based on total mixture weight,
 - Gradation of combined bituminous concrete mixture (including RAP) and
 - Grade of virgin added, if greater than 10% of total mix weight.
- e. Marshall mixture with CRCG: In addition to M.04.02 – 1a through c, for bituminous concrete that contains CRCG, the Contractor shall submit a materials certificate to the Client Agency engineer stating that the mixture and its components comply with requirements stated in M.04.01 - (6). Additionally, 1% hydrated lime, or other approved non-stripping agent, will be added to all mixtures containing CRCG. CRCG material must not be used with any other recycling option.

2. Cold Patch Method - Class 5, 5A, 5B:

- a. Requirements: This material must be capable of being stockpiled and workable at all times. A non-stripping agent approved by the Client Agency engineer must be used in accordance with manufacturer's recommendations. The Contractor shall take necessary steps to ensure that this material is mixed with aggregate containing no more than 1% moisture and is not exposed to any rain or standing water for a period of six (6) hours after being mixed.
- i. Class 5A material must have 3/8 to 1/2 inch polypropylene fibers that have been previously approved by the Client Agency DRM added at a minimum rate of 6 pounds per ton of mixture.
 - ii. Class 5B mixture must have 1/4 inch polyester fibers that have been previously approved by the Client Agency DRM added at the minimum rate of 2 1/2 pounds per ton of mixture
- b. Basis of Acceptance: The Contractor shall submit to the Client Agency engineer a materials certificate for this material. The aggregates, fibers and binder (MC-250) must meet the requirements as specified in M.04.01-1 through 4 and in Table M.04.02-1. The use of recycled material is not permitted with this class of bituminous concrete.

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TABLE M.04.02 – 1 MASTER RANGES FOR BITUMINOUS CONCRETE HOT MIX ASPHALT MIXTURES

Notes: (a) 300° F minimum after October 1. (b) 75 blow (Marshall Criteria). (c) 3-6% when used for a roadway wearing surface. (d) For divided highways with 4 or more lanes, a stability of 1500 lbs is required. (e) Contains an approved non-stripping compound. (f) To help prevent stripping, the mixed material will be stockpiled on a paved surface and at a height not greater than 4 feet during the first 48 hours. (g) As determined by AASHTO T- 245(modified). (h) The percent passing the #200 sieve shall not exceed the percentage of bituminous asphalt binder determined by AASHTO T-164(modified). (i) Mixture with 5% or more aggregate retained on ¾" sieve. (j) Mixtures finer than condition (i) above.

CLASS	1	2	3	4	12	5 (f)	5A (f)	5B (f)	JMF % Tol. ±
Grade of PG Binder content %	PG 64-28 5.0 – 6.5	PG 64-28 5.0 - 8.0	PG 64-28 6.5 - 9.0	PG 64-28 4.0 - 6.0	PG 64-28 7.5 - 10.0	MC-250 (e) 6.0 - 7.5	MC-250 (e) 6.0 - 7.5	MC-250 (e) 6.0 - 7.5	0.4
Sieve Size	Percent Passing (%)								
# 200	3 – 8 (h)	3 – 8 (h)	3 – 8 (h)	0 – 5 (h)	3 – 10 (h)	0 - 2.5	0 - 2.5	0 - 2.5	2
# 50	6 – 26	8 - 26	10 - 30	5 - 18	10 - 40				4
# 30	10 - 32	16 - 36	20 - 40		20 - 60	2 - 15	2 – 15	2 - 15	5
# 8	28 - 50	40 - 64	40 - 70	20 - 40	60 - 95	10 - 45	10 – 45	10 - 45	6
# 4	40 - 65	55 - 80	65 - 87	30 - 55	80 - 95	40 - 100	40 – 100	40 - 100	7
¼"									
3/8 "	60 - 82	90 - 100	95 - 100	42 - 66	98 - 100	100	100	100	8
½ "	70 - 100	100	100		100				8
¾"	90 - 100			60 - 80					8
1"	100								
2"				100					
Additionally, the fraction of material retained between any two consecutive sieves shall not be less than 4%									
Material Temperature									
Binder	325°F maximum					140-185° F			
Aggregate	280-350° F					100-175° F			
Mixtures	265-325° F (a)				120-175°F (a)	120-175° F			± 25 °F
Mixture Properties									
VOIDS - %	3.0 – 6.0 (b)	2.0 – 5.0 (c)	0 - 4		0 - 5.0 (b)				
Stability (g) lbs. min.	1200 (d)	1000	1000		1000				
FLOW (g) in.	.08 - .15	.08 - .15	.08 - .18		.08 - .15				

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VMA % - min.	15(i) :16 (j)				
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TABLE M.04.02–3

M.04.03 — Quality Control (“QC”) Testing and Control of Mixture: The requirements of the plant during production, the sampling & testing methods used by the Contractor during production, and the cessation of supply during paving operations are as follows:

1. Plant production requirements

- a. Storage Silos:
 - i. For all classes of mixture sampled from hauling vehicles at the plant after storage in silos (except 5, 5A, and 5B) the viscosity of the recovered asphalt will be no greater than 5,500 poises at 140° F (550 Pa·s at 60° C).
 - ii. A storage silo’s usage will cease and that bin placed "off test" when the results from one (1) production test from a storage silo are not within the tolerances in Table M.04.02-1 or results from two (2) production tests from a silo are not within JMF tolerances. The silo will remain "off test" until an acceptable trial test result is obtained. The trial test will be performed by the Client Agency engineer, and if the test results are within the requirements in Table M.04.02-1 and JMF criteria for Marshall and Tables M.04.02-2, the silo use may resume. If the trial test fails, the remaining materials stored in the silo will be rejected.
- b. Aggregates: The Contractor shall ensure that aggregate stockpiles are managed to provide uniform gradation and particle shape, prevent segregation and cross contamination in a manner acceptable to the Client Agency engineer.
- c. Mixture: The Contractor shall demonstrate to the Client Agency DRM the dry and wet mix times for each class of materials. The dry and wet mix times must be sufficient to provide proper coating of all particles with bitumen and produce a uniform mixture. The Contractor shall make necessary adjustments to ensure bituminous concrete materials are free from moisture throughout.
- d. RAP: The Contractor shall indicate the percent of RAP, the moisture content, and the net dry weight of RAP added to the mixture on each truck ticket. The Contractor shall make necessary adjustments to ensure bituminous concrete materials contain no more than 1% moisture throughout. For each day of production, the Contractor shall not change from the JMF and RAP percentage without prior approval of the Client Agency DRM.

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2. Sampling & testing methods:

Marshall Mixes: The Contractor shall furnish the Client Agency engineer a field laboratory approved by the Client Agency DRM to test bituminous materials during production. Material samples will be obtained from the hauling vehicles by the Client Agency engineer at the plant during each day's production, as indicated in the Client Agency's "Schedule of Minimum Requirements for Sampling Materials for Test".

The following test procedures will be used:

AASHTO T-30 (modified)	Mechanical Analysis of Extracted Aggregate
AASHTO T-40 (modified)	Sampling Bituminous Materials
AASHTO T-164 (modified)	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
AASHTO T-245 (modified)	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
AASHTO T-209 (modified)	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
AASHTO T-269 (modified)	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures

The results of AASHTO T-164 (modified) and T-30 (modified) will be used to determine if the material is within the tolerances shown in Table M.04.02-1.

The Contractor will be notified that a plant is "off test" for a class of material when the test results indicate that any single value for bitumen content or gradation are not within the tolerances shown in Table M.04.02-1 for that class of material. When multiple plants and silos are located at one site, material supplied to one project is considered as coming from one source for the purpose of applying the "off test" adjusted payment.

If a subsequent test indicates that the bitumen content or gradation are outside the tolerances, the Contractor may make a single JMF change on classes 1, 2, 3, 4 and 12 as approved by the Client Agency DRM prior to any additional testing. Consecutive test results outside the requirements of Table M.04.02-1 JMF tolerances may result in rejection of the mixture. Any modification to the JMF must not exceed 50% of the JMF tolerances indicated in Table M.04.02-1 for any given component of the mixture without approval of the Client Agency DRM. When such an adjustment is made to the bitumen, the corresponding production percentage of bitumen will be revised accordingly.

3. Cessation of Supply: The Client Agency DRM will cease the supply of material for the project from any plant that consistently fails to produce material that meets the JMF. The criteria for ceasing the supply of a class of material from any plant are as follows:

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When the test results from three (3) consecutive samples are “off test” and not within the JMF tolerances or the test results from two (2) consecutive samples are “off test” and not within the ranges indicated in Table M.04.02 – 1 or when the percent of material passing the minus #200 sieve material exceeds the percent of extracted bitumen content for three (3) consecutive samples during any production period.

In addition, when the test results from three (3) non-consecutive samples of a class of material not within the JMF tolerances or the test results from two (2) non-consecutive samples not within the range indicated in Table M.04.02-1 during any one production period, the Client Agency engineer may cease supply of material from the plant due to inconsistent production.

Following cessation, a trial production period will be required at the plant for that class of material. Use of that class of material from that plant will be prohibited on the project until the plant has demonstrated the ability to consistently produce acceptable material. When the Client Agency DRM has approved the materials from the trial production period, the use of that material on the Project may resume.

WORK ZONE TRAFFIC CONTROL OPERATIONS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

TRAFFIC CONTROL PATTERNS

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Typical traffic control plans 19 through 25 may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate trafficpersons shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

PLACEMENT OF SIGNS

Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs shall be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer may require that the traffic control pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

TABLE I – MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

SECTION 1. WORK ZONE SAFETY MEETINGS

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of the DOT, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Maintenance. The agenda should include:
 - Review Project scope of work and time
 - Review pertinent contract plans and requirements related to work zone traffic control operations,
 - Review Contractor's schedule and method of operations.
 - Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
 - Open discussion of work zone questions and issues
 - Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

SECTION 2. GENERAL

- 2.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.
- 2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.
- 2.c) In cases of differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the Engineer for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 3.a) Lane closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- 3.b) Lane closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- 3.c) Stopping traffic may be allowed:
- For such activities as blasting, steel erection, etc.
 - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
 - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed or removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.
- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.
- 3.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

- 4.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).
- 4.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.
- 4.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
- 4.d) The Flashing Arrow board display shall be in the “arrow” mode for lane closure tapers and in the “caution” mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the “caution” mode when it is positioned in the closed lane.
- 4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

SECTION 5. USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)

- 5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.
- 5.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.
- 5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the “flashing arrow” mode when taking the lane. The sign truck and workers should be immediately ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The

- flashing arrow board mounted on the TMA should be in the “caution” mode when traveling in the closed lane.
- 5.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the “caution” mode when in the closed lane.
 - 5.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- 6.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
- 6.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- 6.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS)

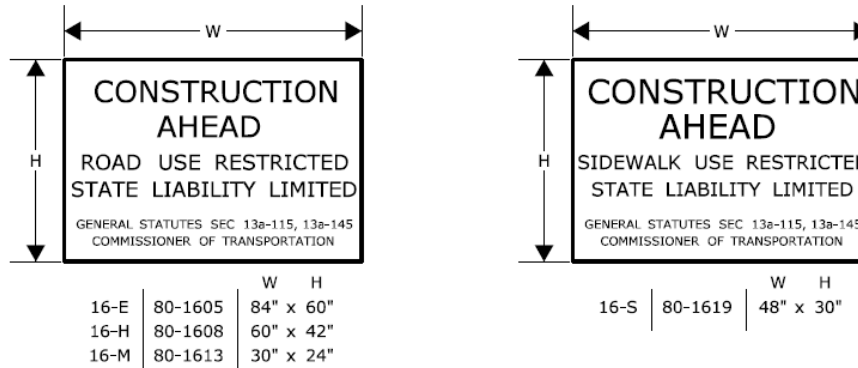
- 7.a) For lane closures on limited access roadways, one CMS shall be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS shall be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS shall be positioned ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 7.b) CMS should not be installed within 1000 feet of an existing CMS.

- 7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.
- 7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.
- 7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.
- 7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).
- 7.g) The CMS should be used for specific situations that need to command the motorist’s attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).
- 7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs.
- 7.i) No more than two (2) displays shall be used within any message cycle and the frame time needs to be 3 seconds per frame.
- 7.j) The messages that are allowed on the CMS are as follows. For any other message(s), approval must be received from the Engineer prior to their use.

<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>	<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT	REDUCE	12	WORKERS	SLOW

	LANES CLOSED	SPEED		ON ROAD	DOWN
5	RIGHT LANE CLOSED	MERGE LEFT	13	EXIT XX CLOSED	USE EXIT YY
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	EXIT XX CLOSED USE YY	FOLLOW DETOUR
7	RIGHT LANE CLOSED	REDUCE SPEED	15	2 LANES SHIFT AHEAD	USE CAUTION
8	2 RIGHT LANES CLOSED	REDUCE SPEED	16	3 LANES SHIFT AHEAD	USE CAUTION

SERIES 16 SIGNS



THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMP PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

THE LOCATION OF SERIES 16 SIGNS CAN BE FOUND ELSEWHERE IN THE PLANS OR INSTALLED AS DIRECTED BY THE ENGINEER.

SIGNS 16-E AND 16-H SHALL BE POST-MOUNTED.

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H SHALL BE USED ON ALL RAMP, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

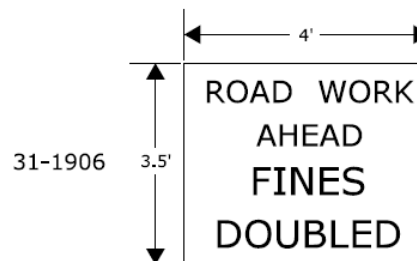
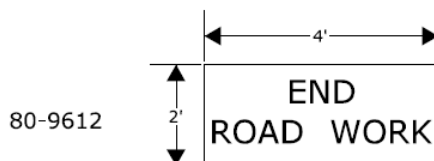
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHERE THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.

"END ROAD WORK" SIGN

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

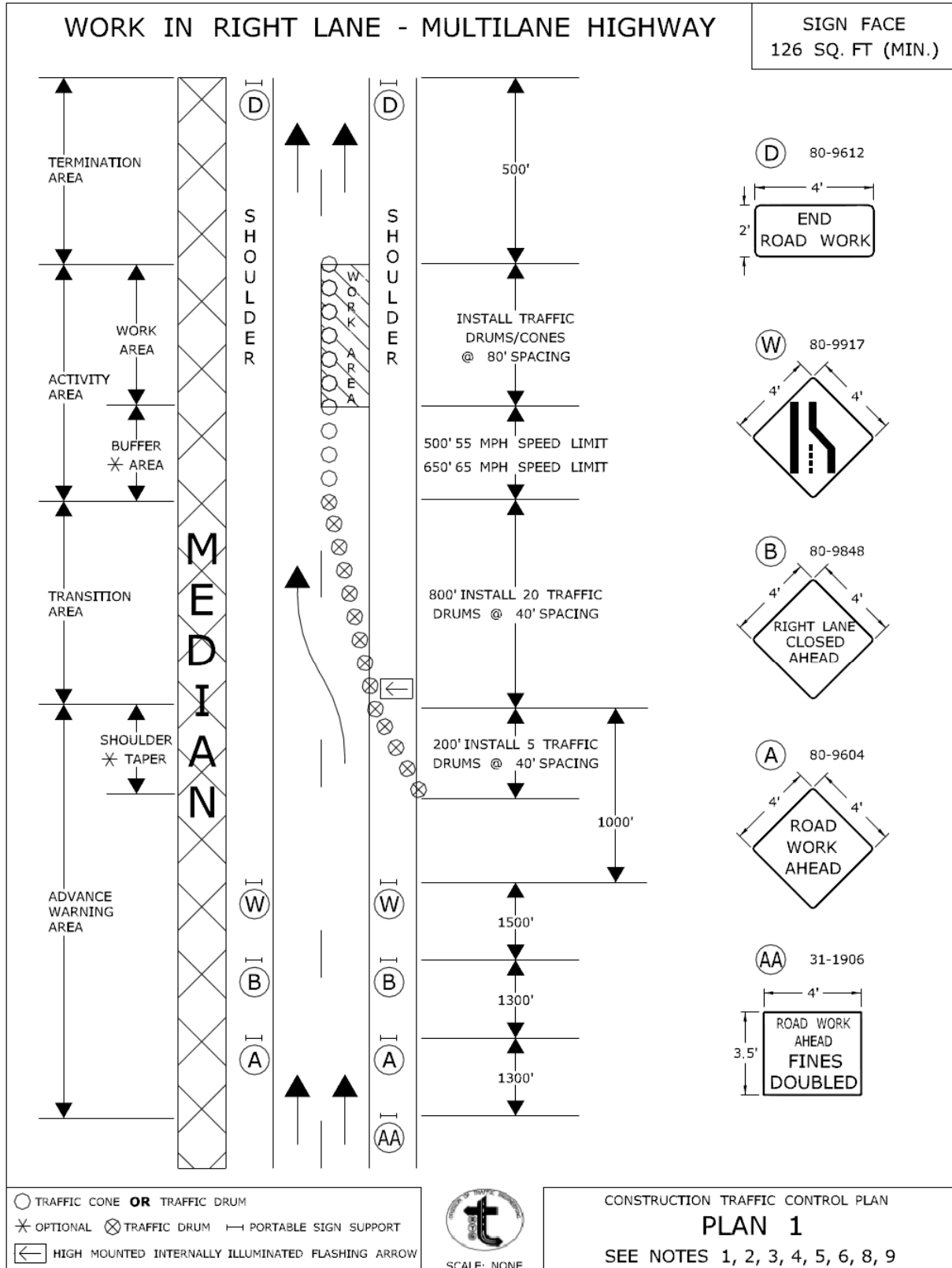
METRIC CONVERSION CHART (1" = 25mm)

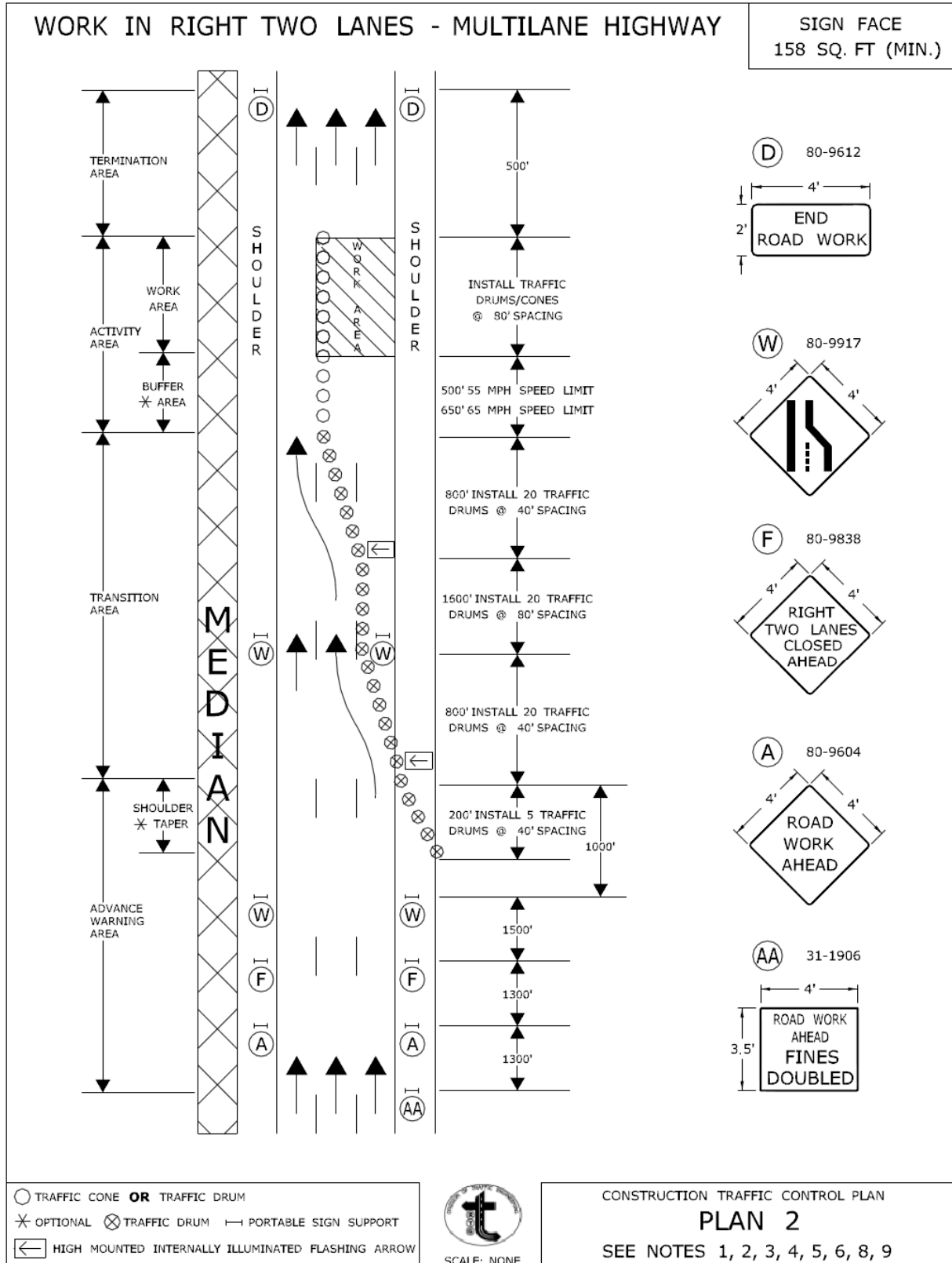
ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm

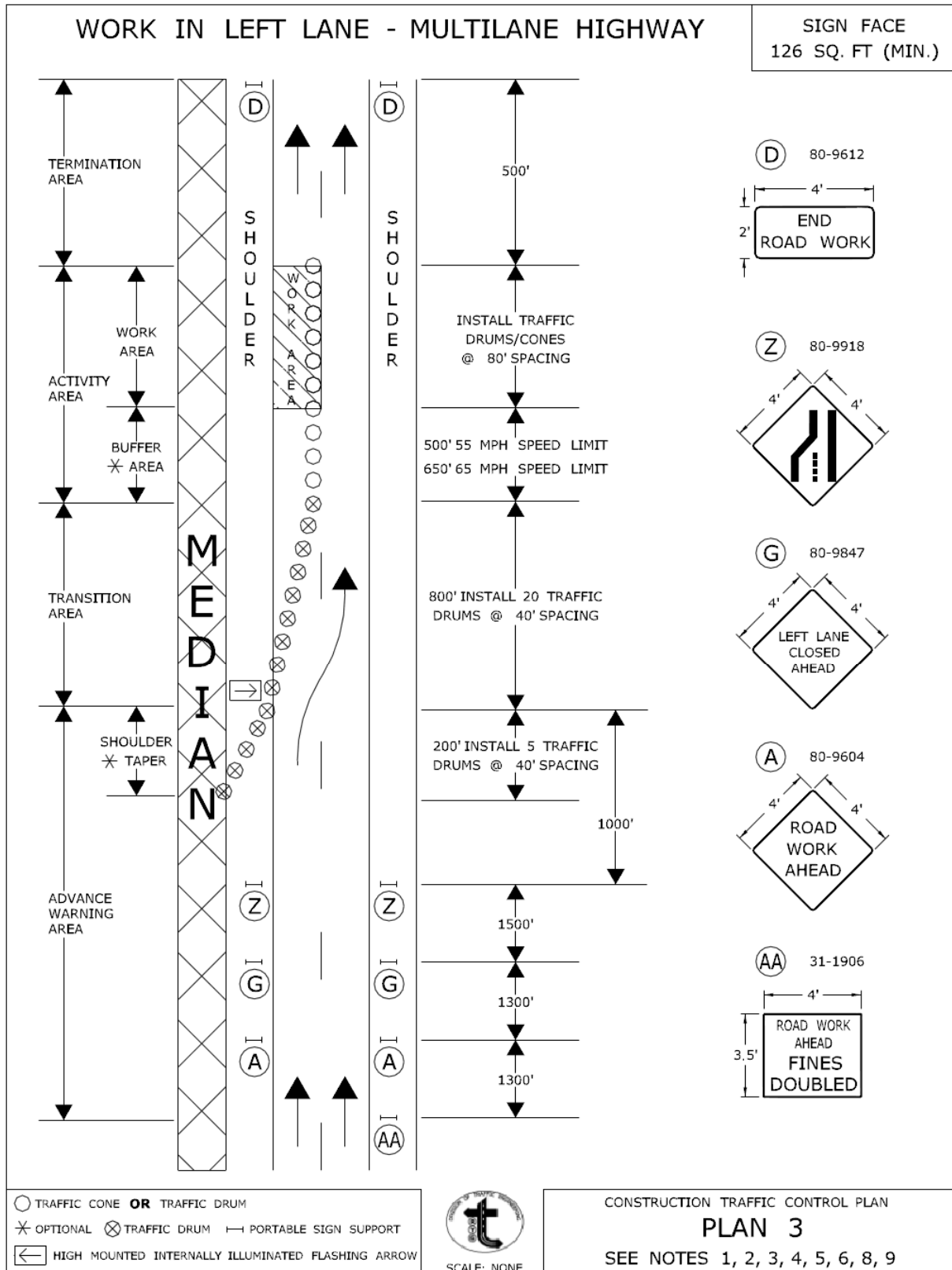


SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN NOTES

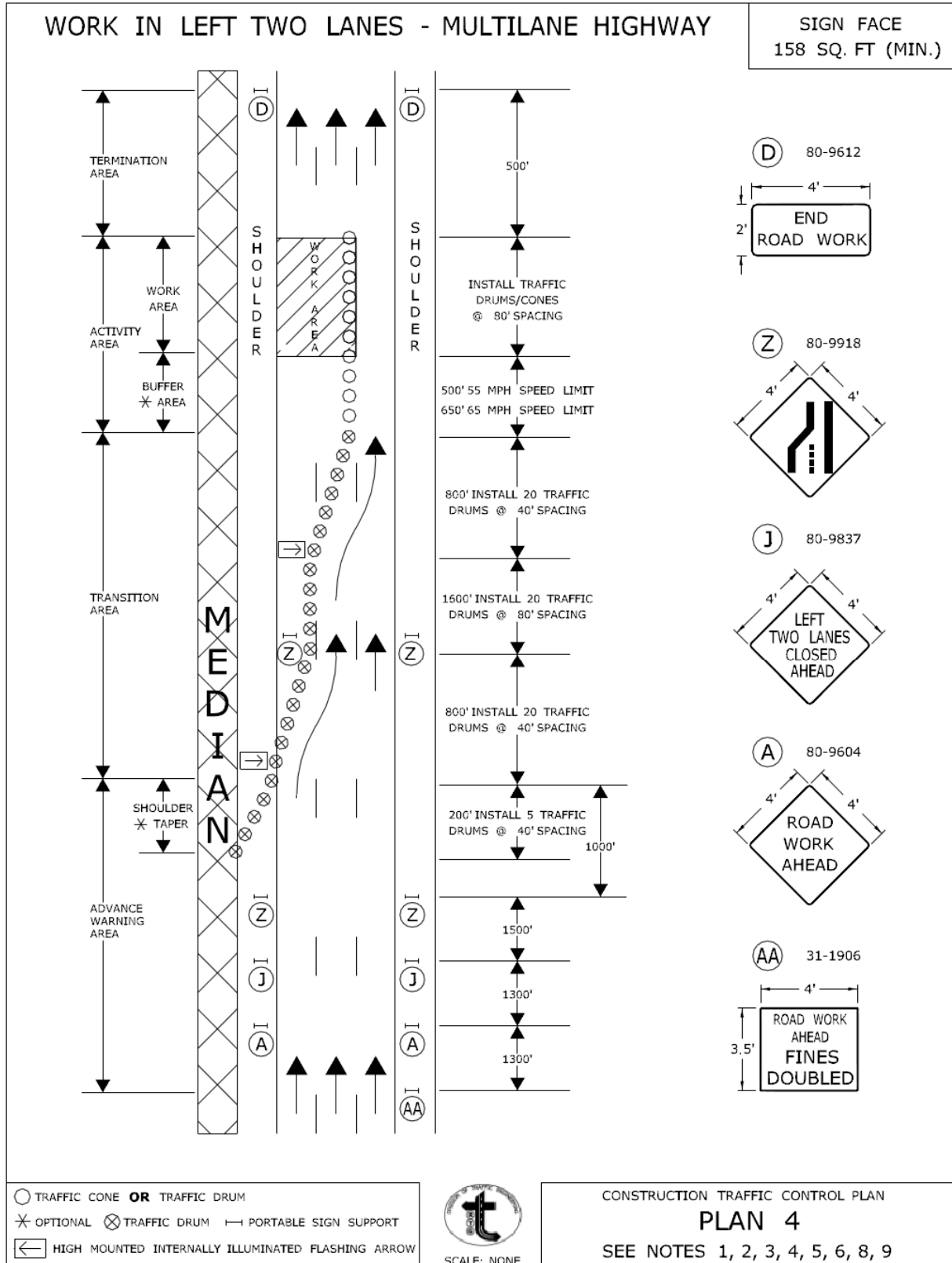






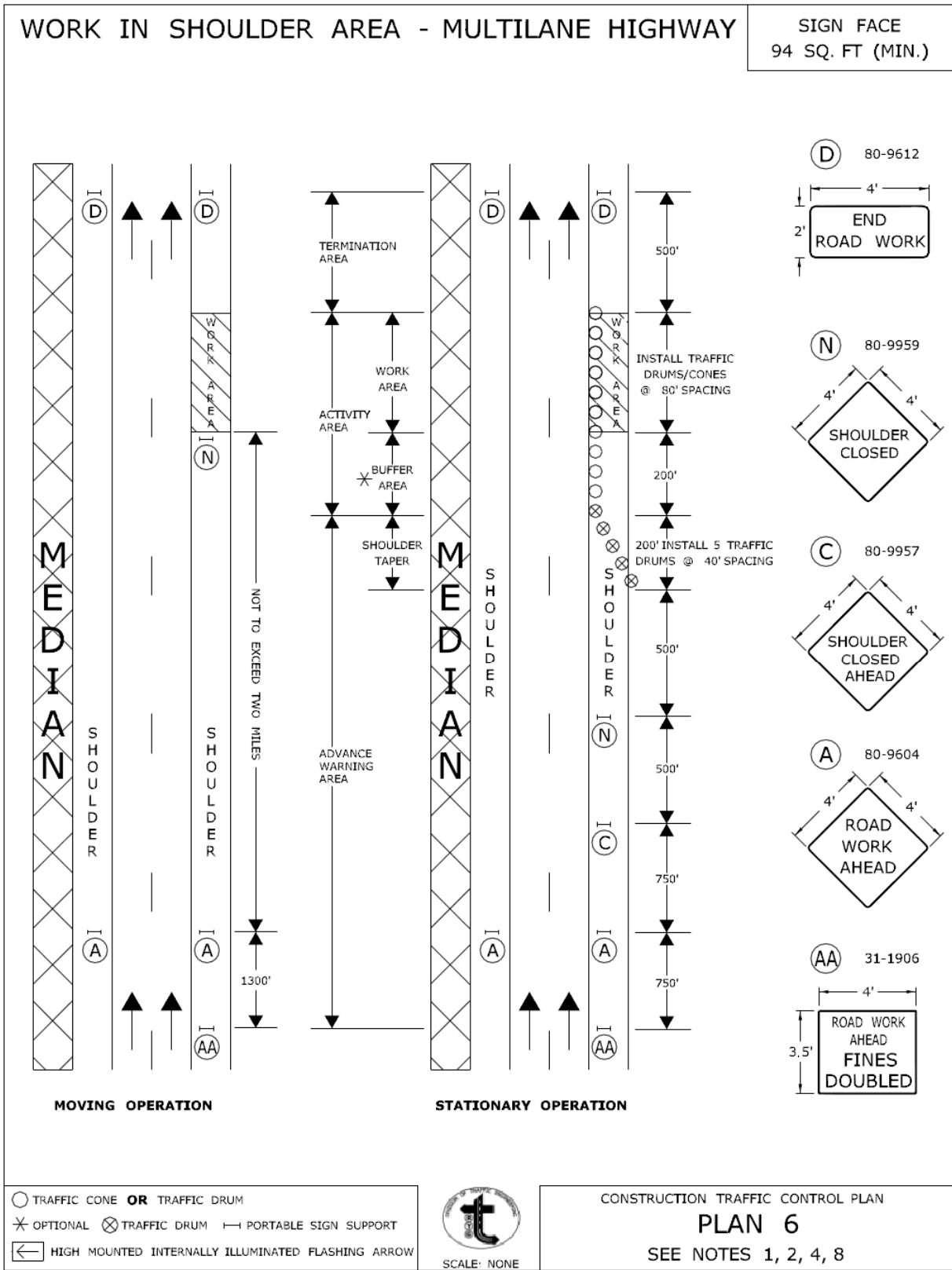
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

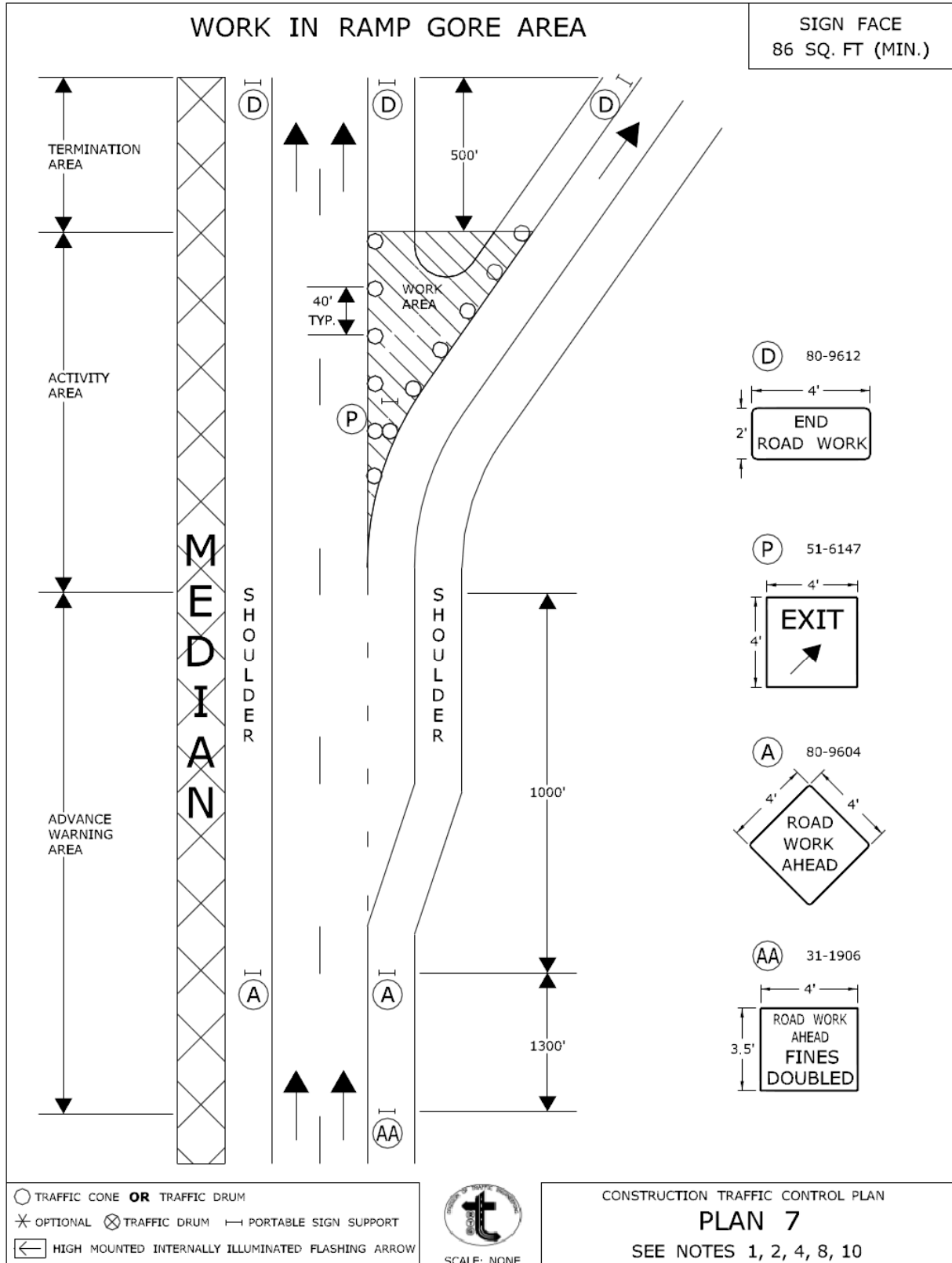
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 Charles S. Harlow
 2012.06.05 15:51:46-0400
 PRINCIPAL ENGINEER



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

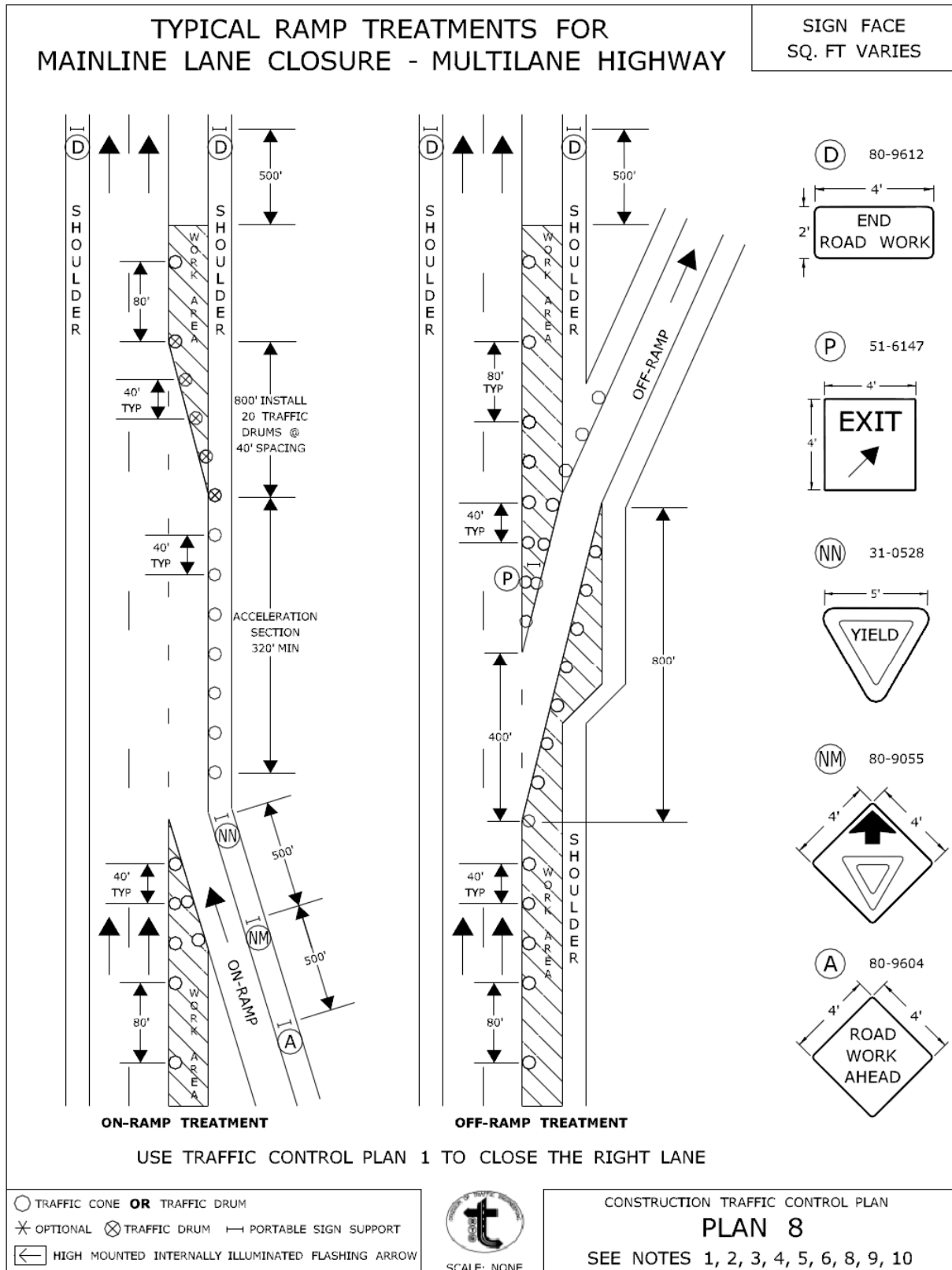
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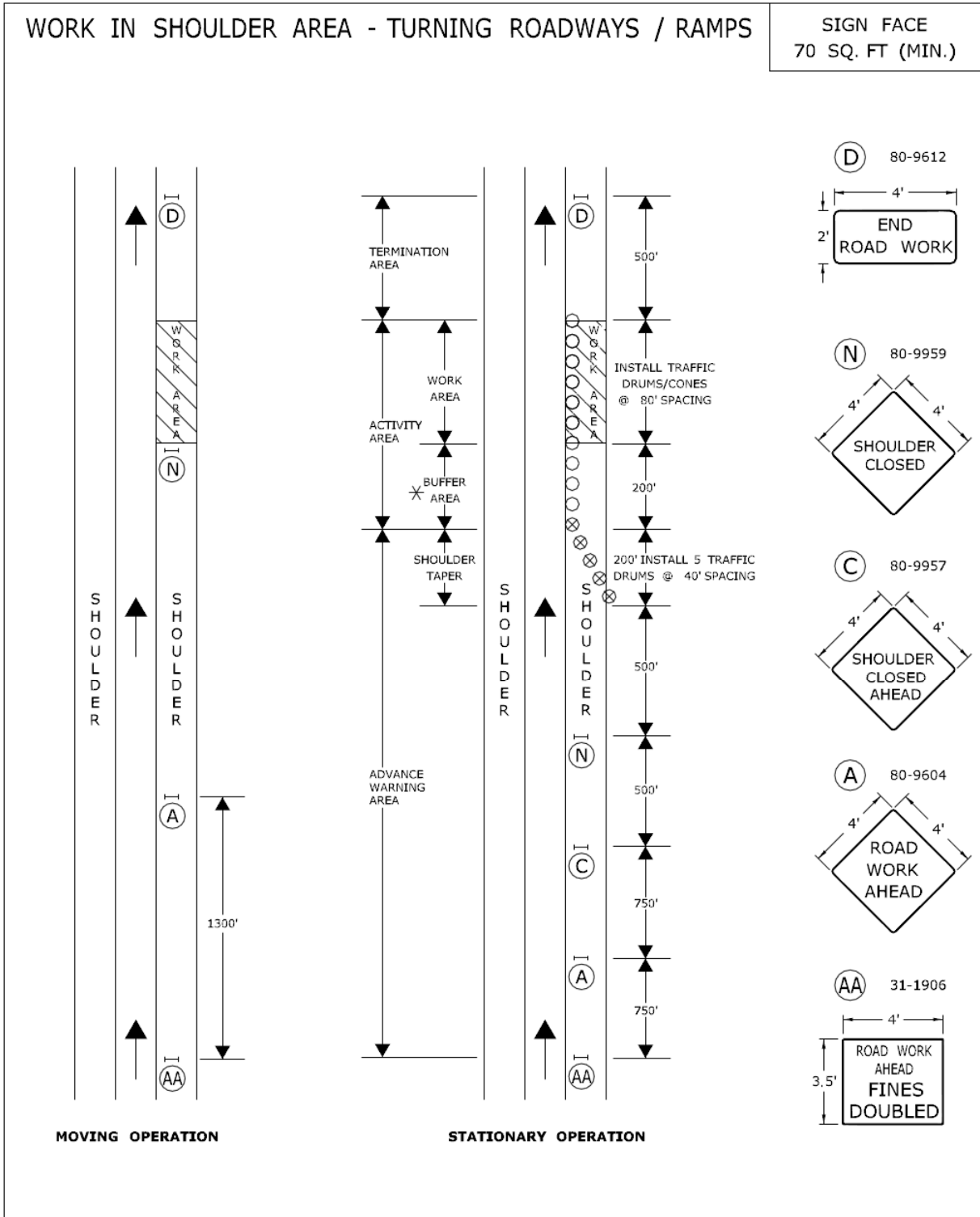




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BUREAU OF ENGINEERING & CONSTRUCTION

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2012.06.05 15:53:03-0400
PRINCIPAL ENGINEER





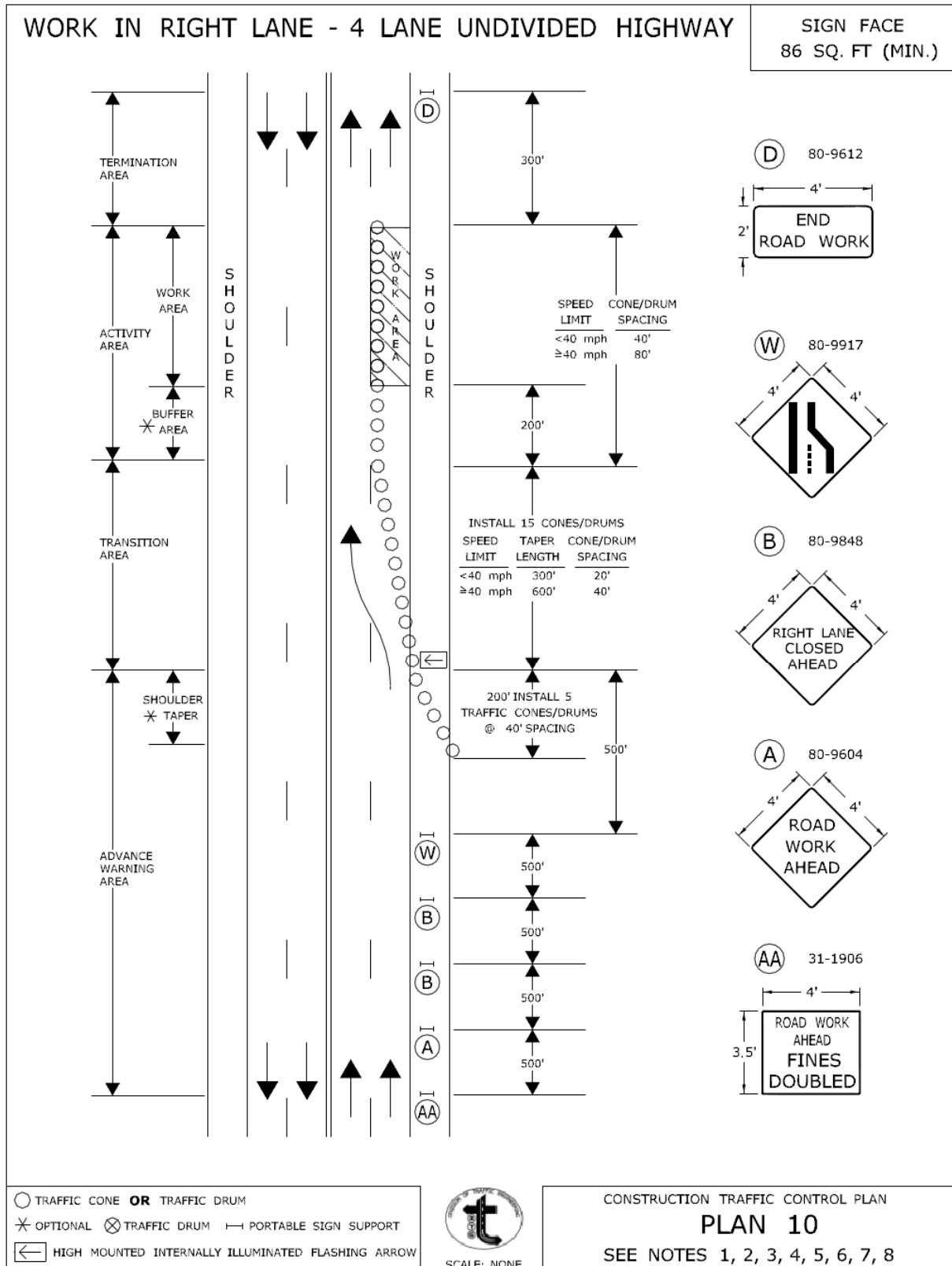
- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

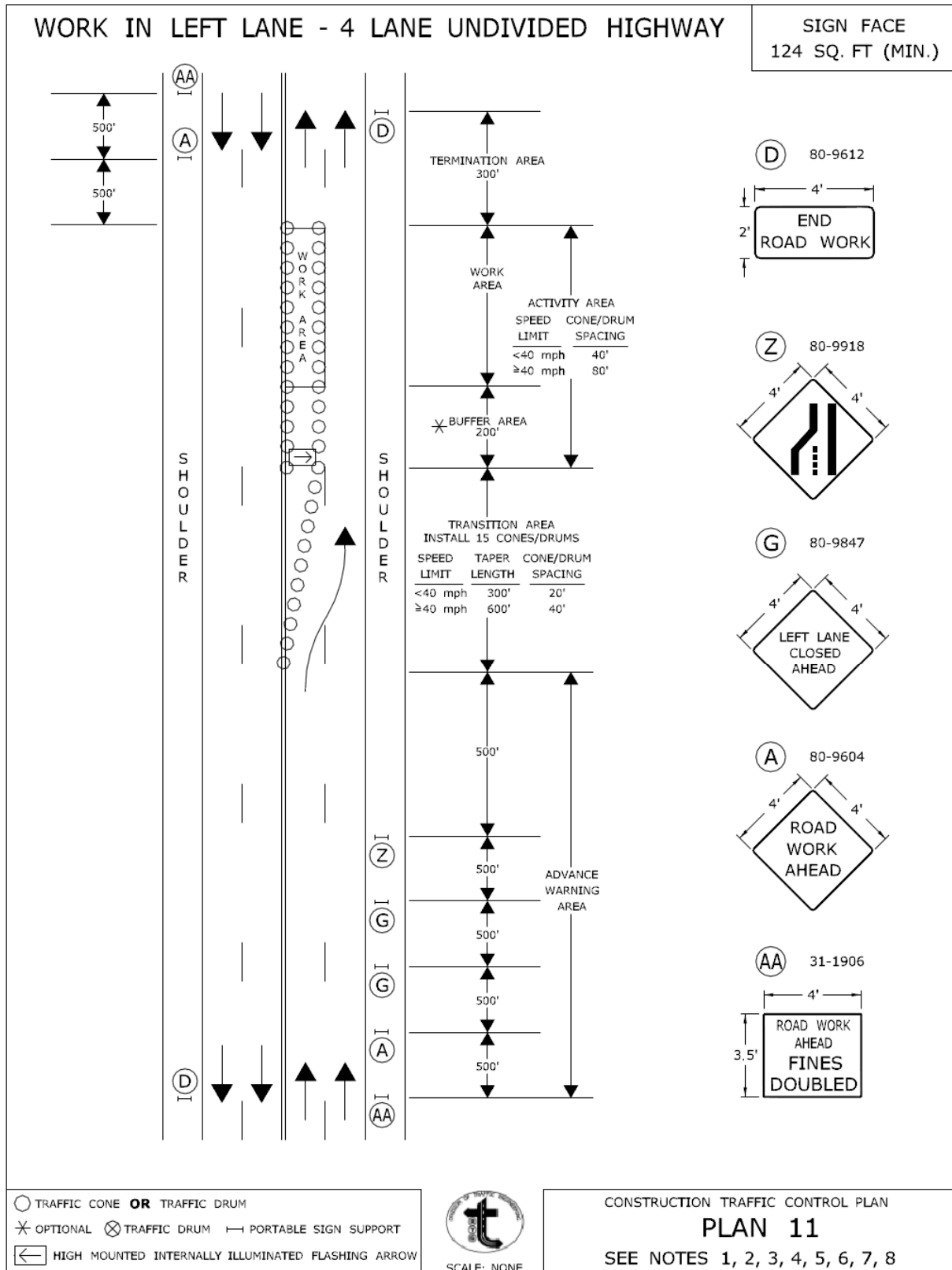


CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 9
SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
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PRINCIPAL ENGINEER
Charles S. Harlow
2012.06.05 15:53:53-0400'





- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

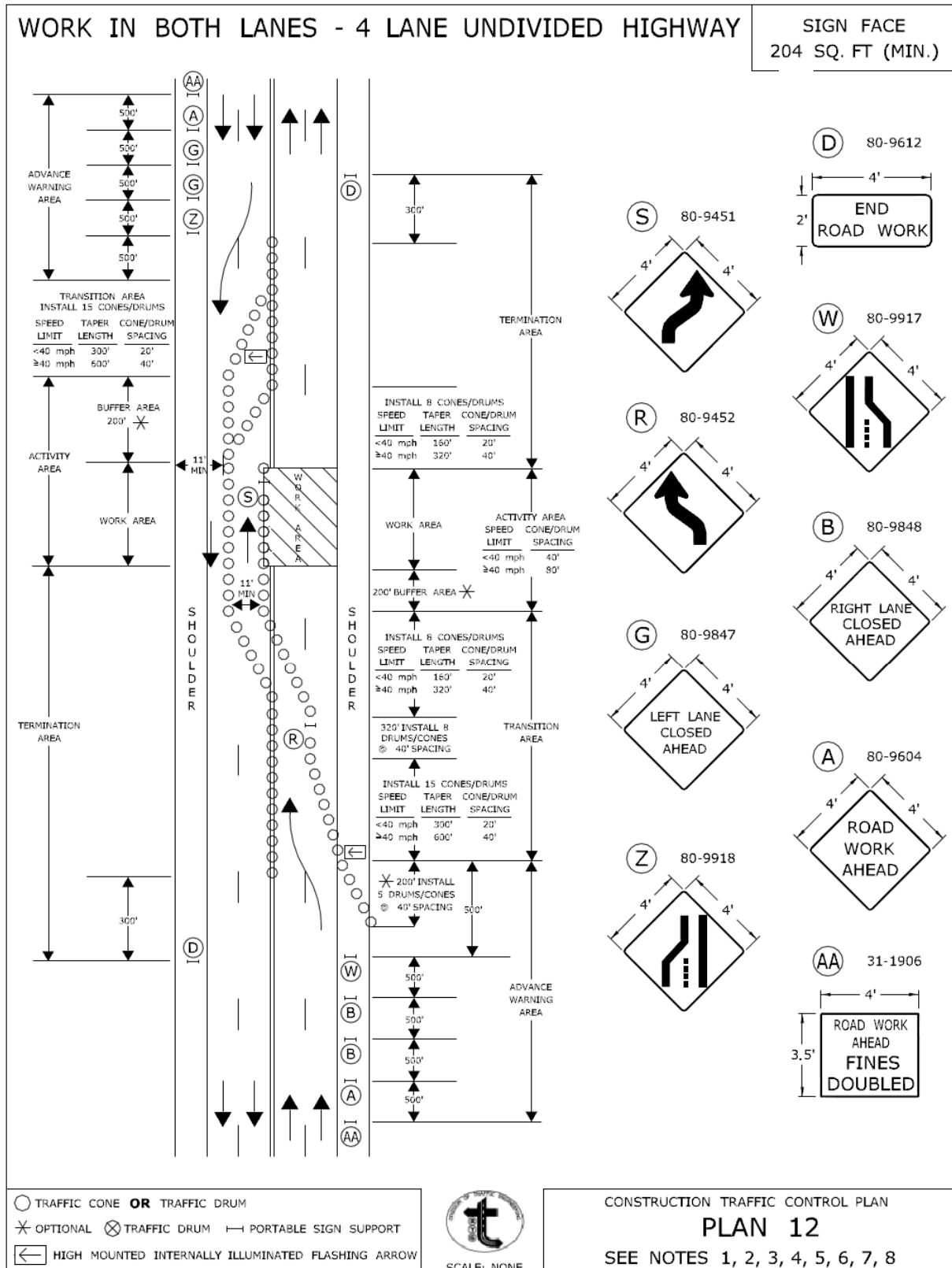


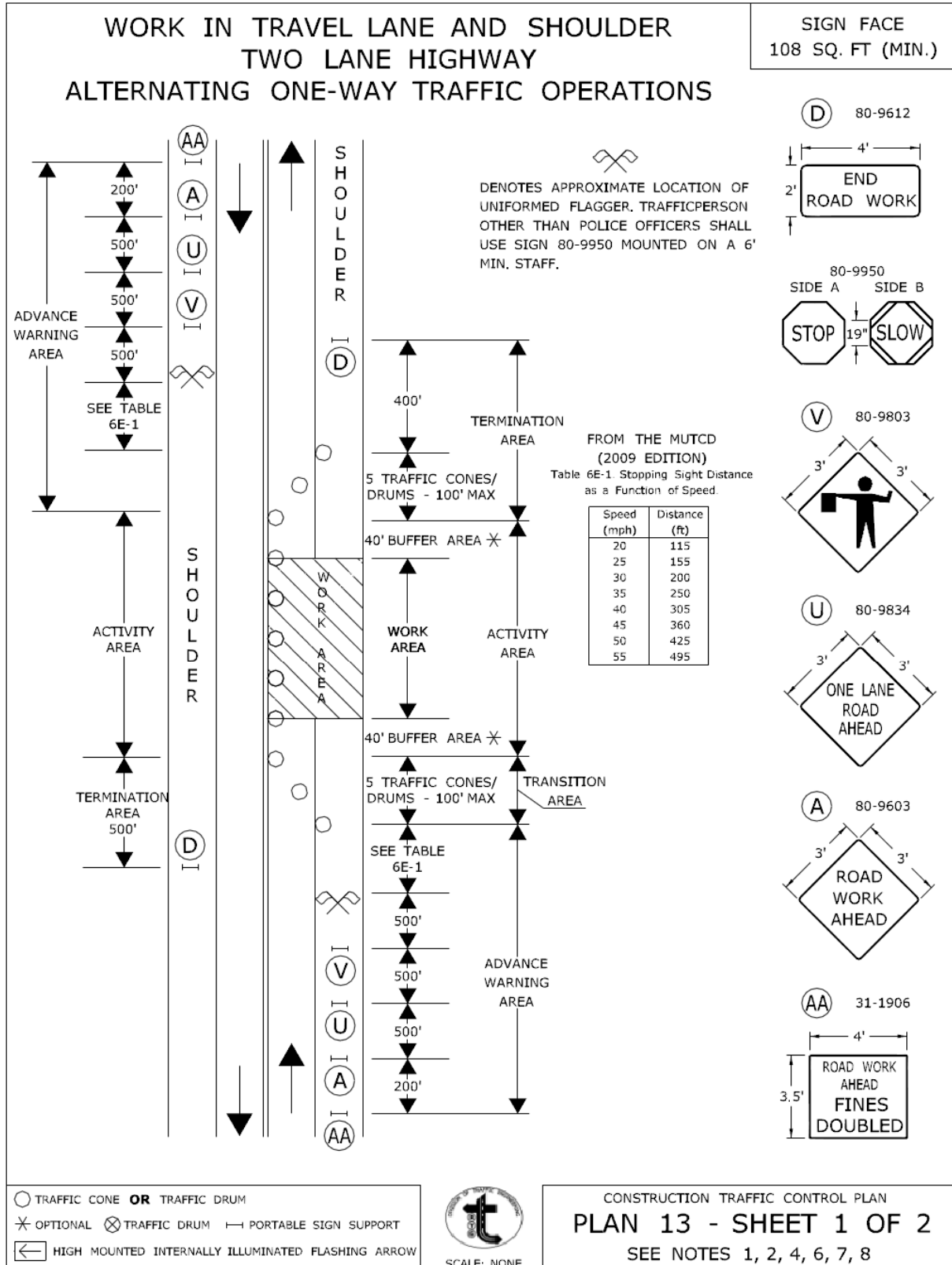
SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 11
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
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PRINCIPAL ENGINEER
Charles S. Harlow
2012.08.05 15:54:36-0400'





WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



- TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

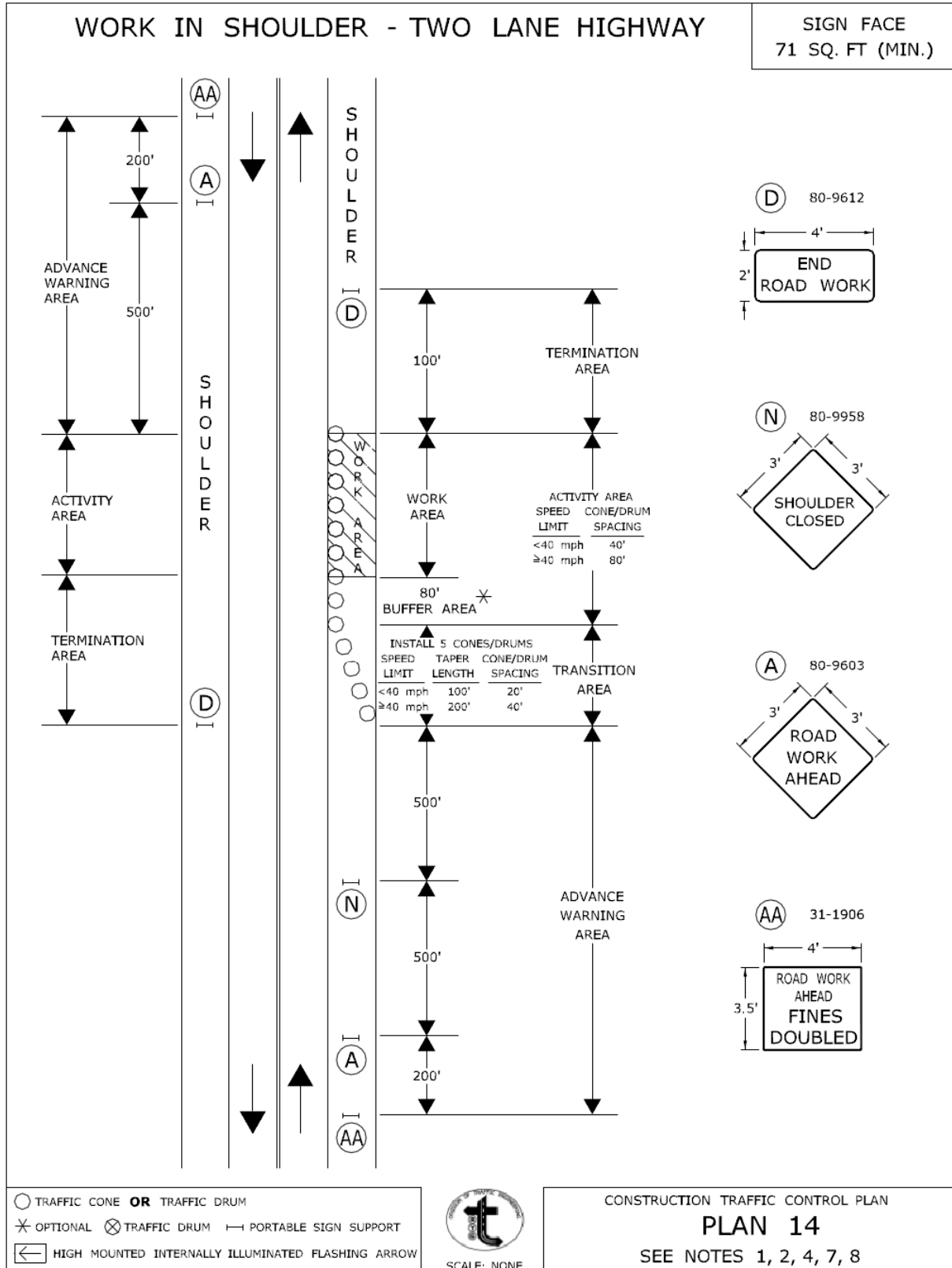


SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
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APPROVED Charles S. Harlow
2012.06.05 15:55:45-04'00'
PRINCIPAL ENGINEER



○ TRAFFIC CONE **OR** TRAFFIC DRUM
 ✱ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
 ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

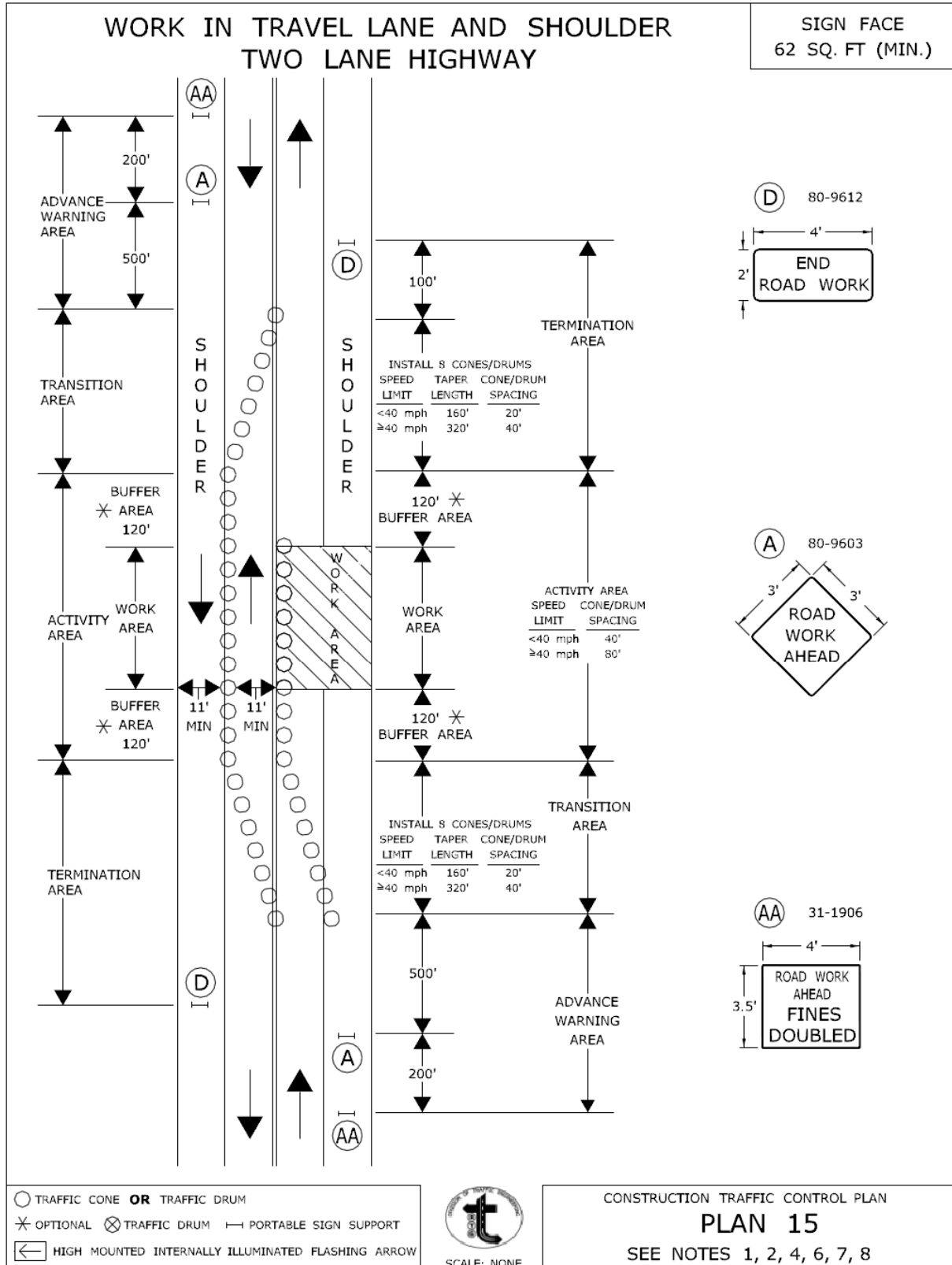


SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 14
 SEE NOTES 1, 2, 4, 7, 8

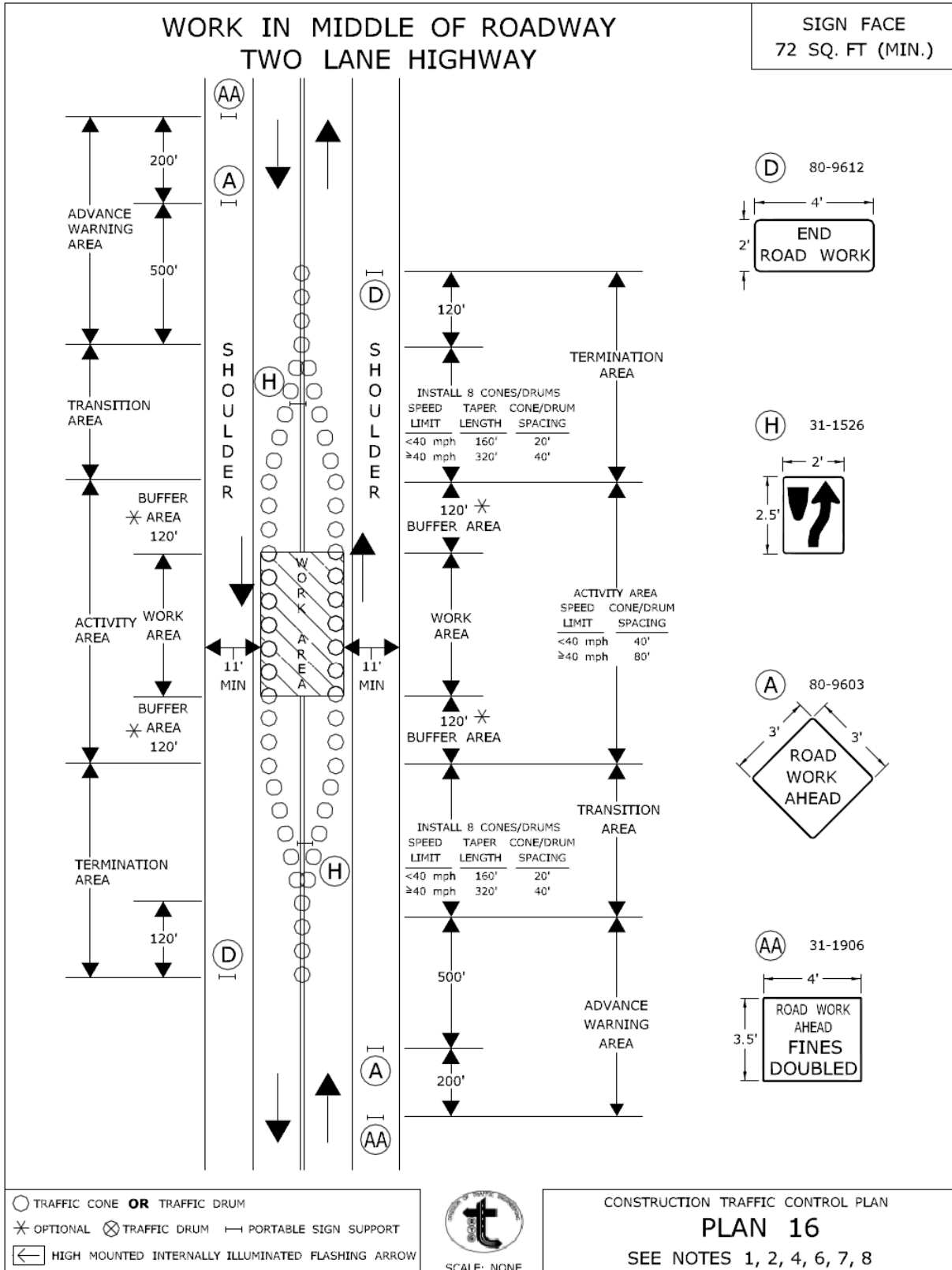
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 BUREAU OF ENGINEERING & CONSTRUCTION

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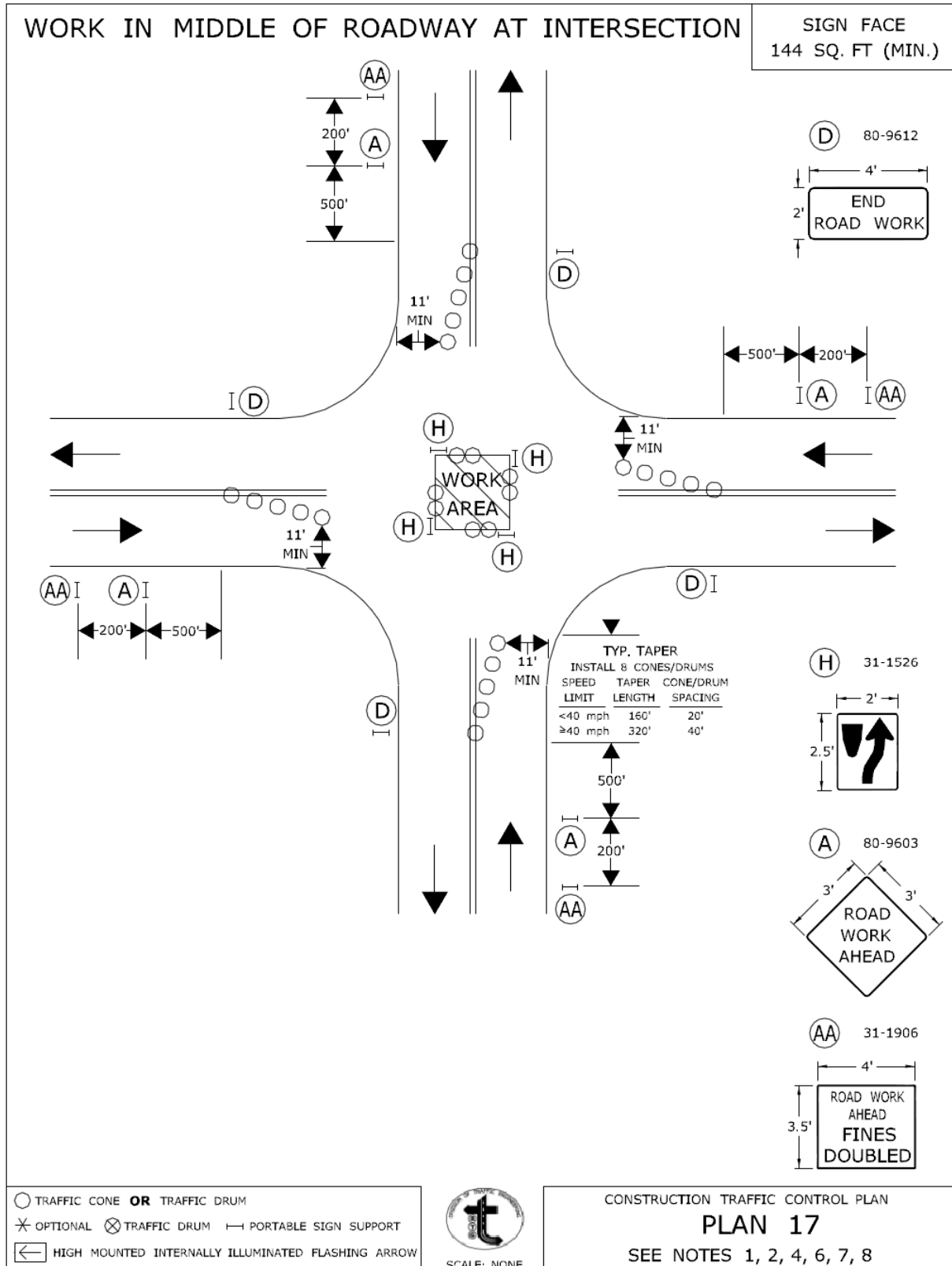
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BUREAU OF ENGINEERING & CONSTRUCTION

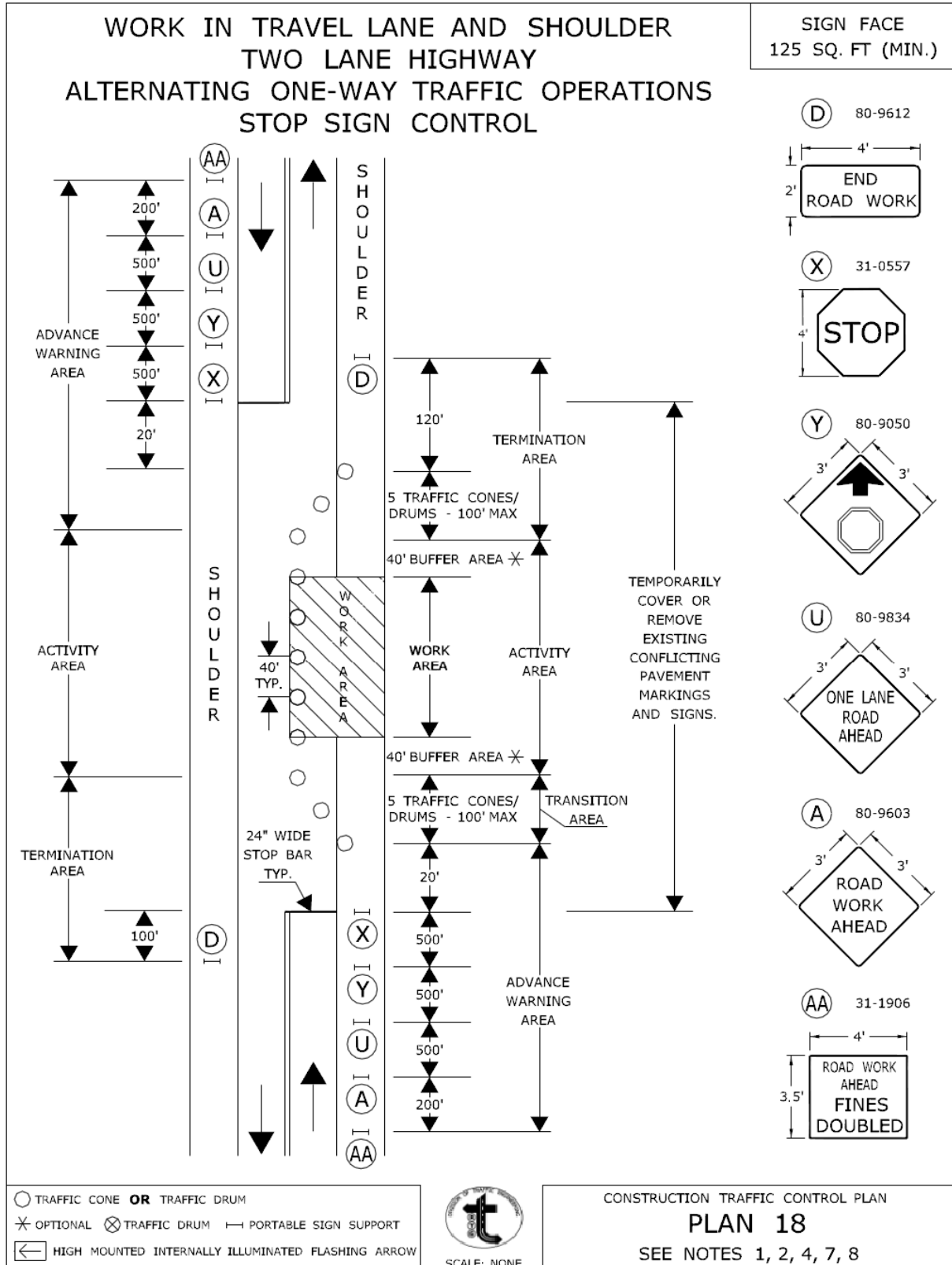
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PRINCIPAL ENGINEER

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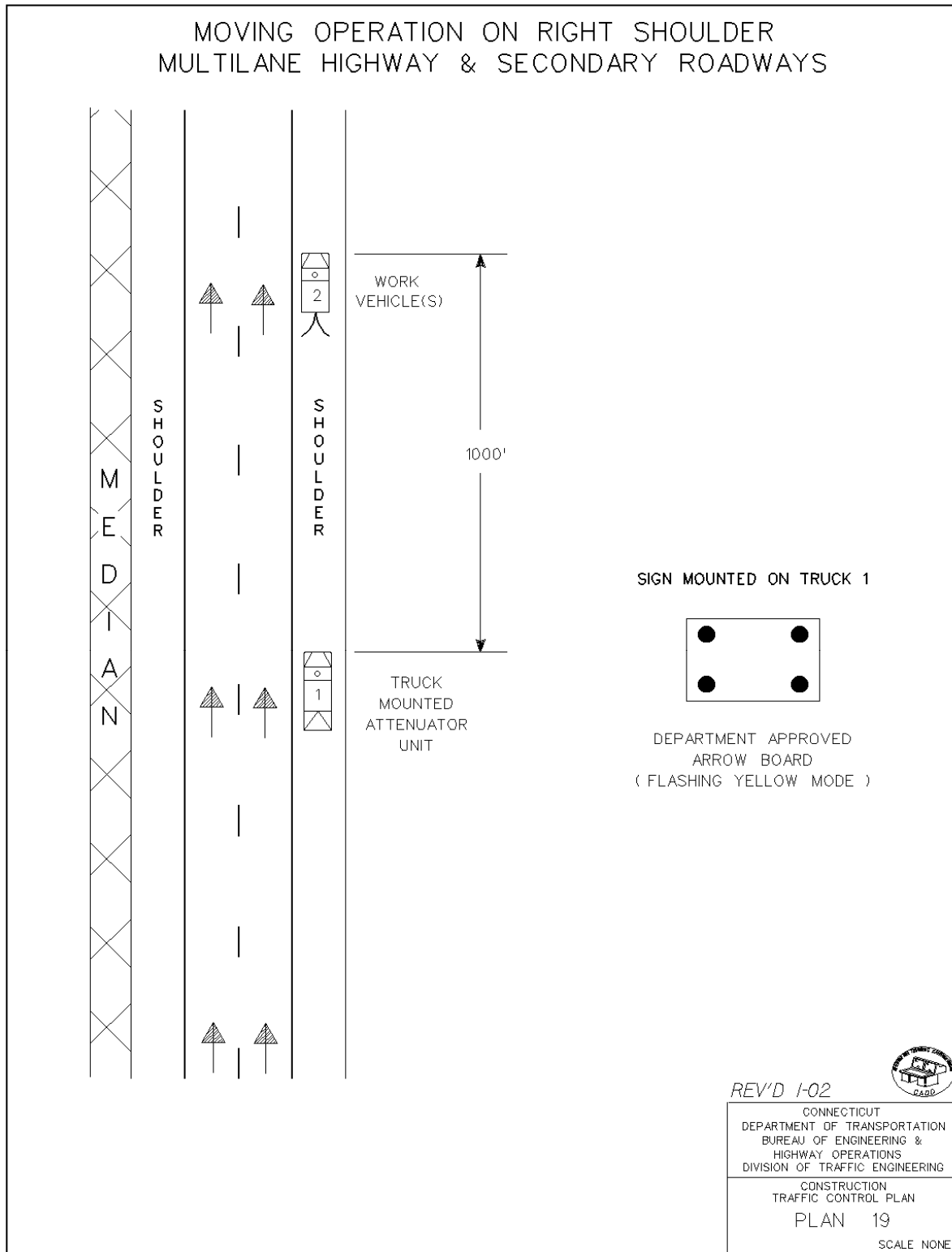
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 BUREAU OF ENGINEERING & CONSTRUCTION

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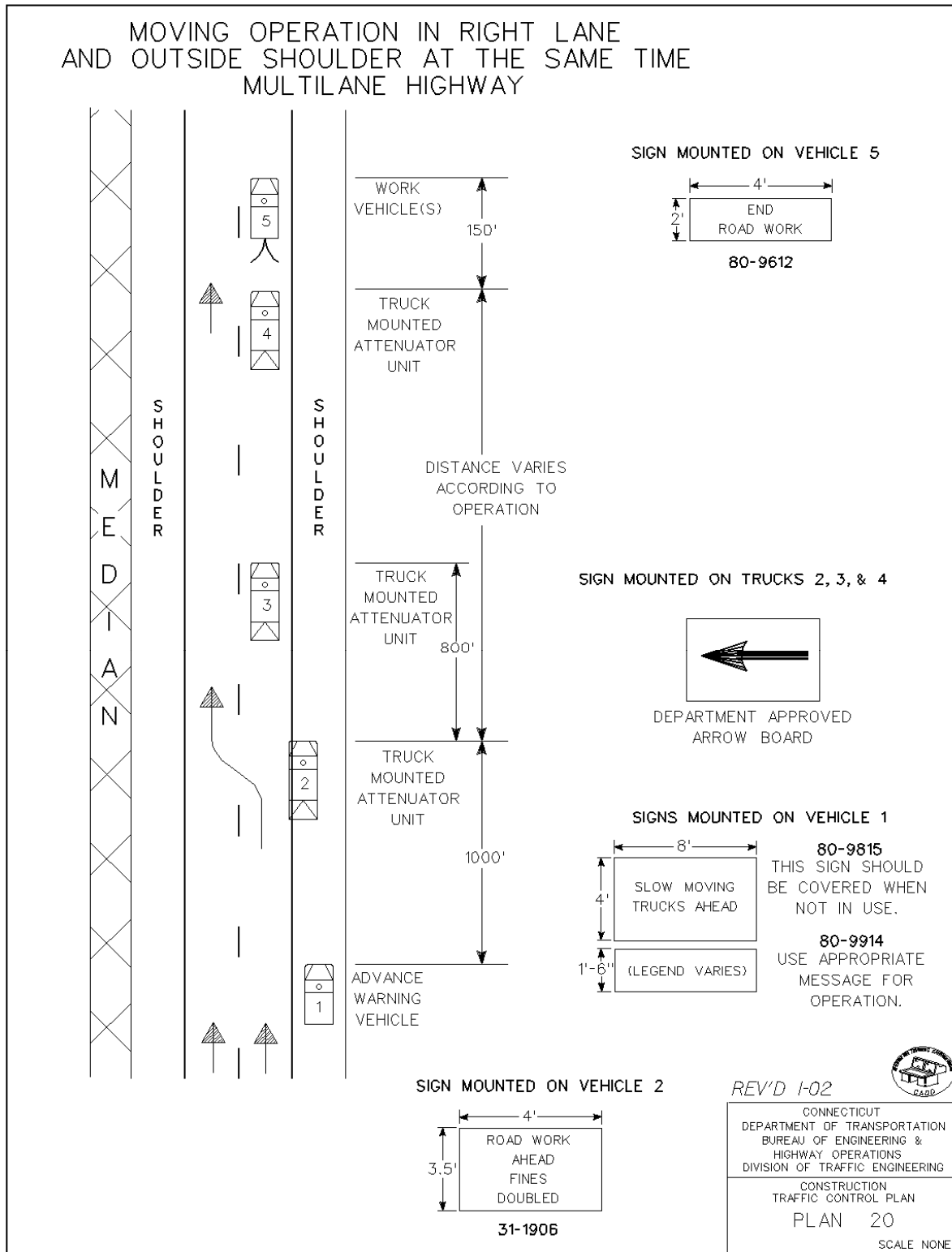


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BUREAU OF ENGINEERING & CONSTRUCTION

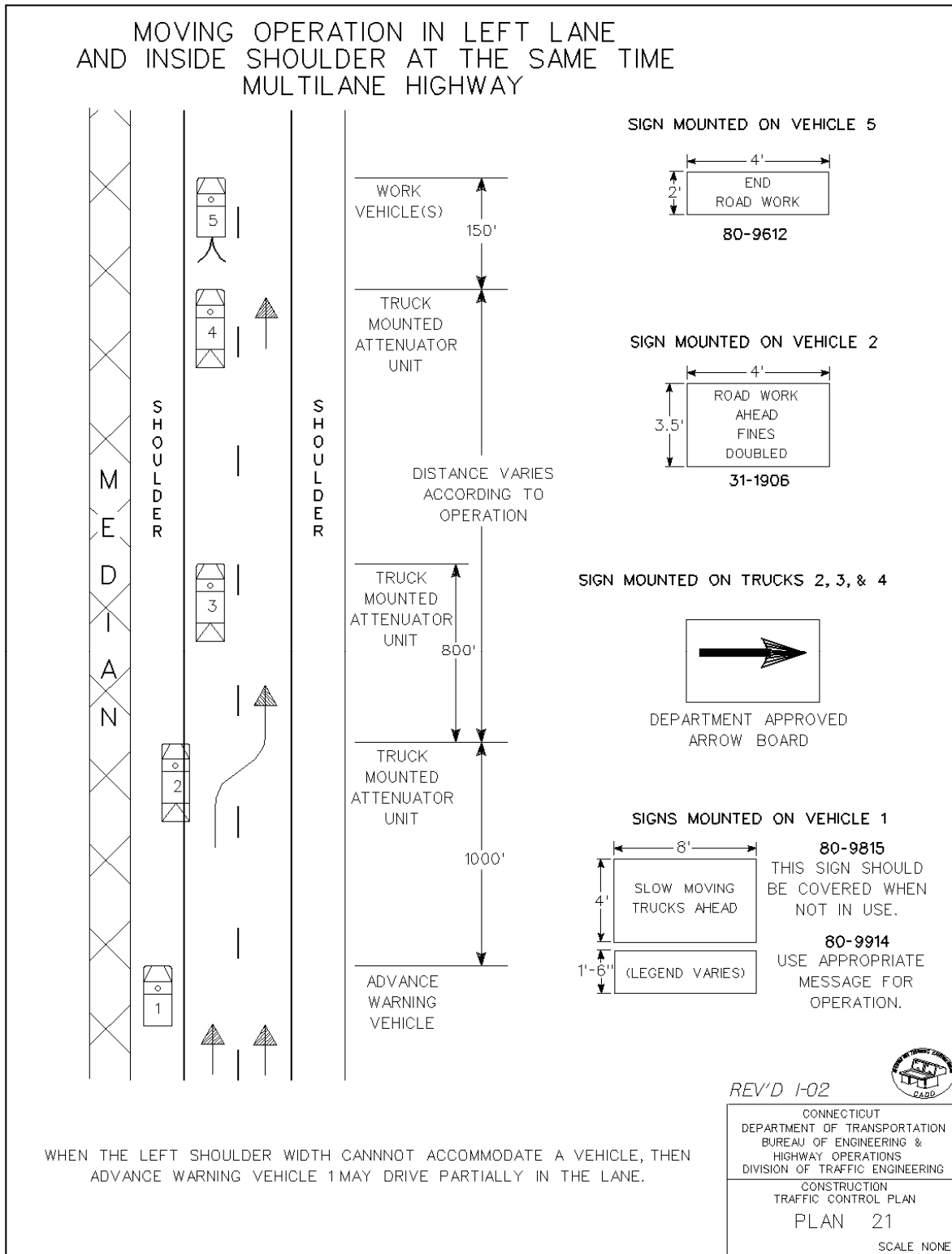
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PRINCIPAL ENGINEER



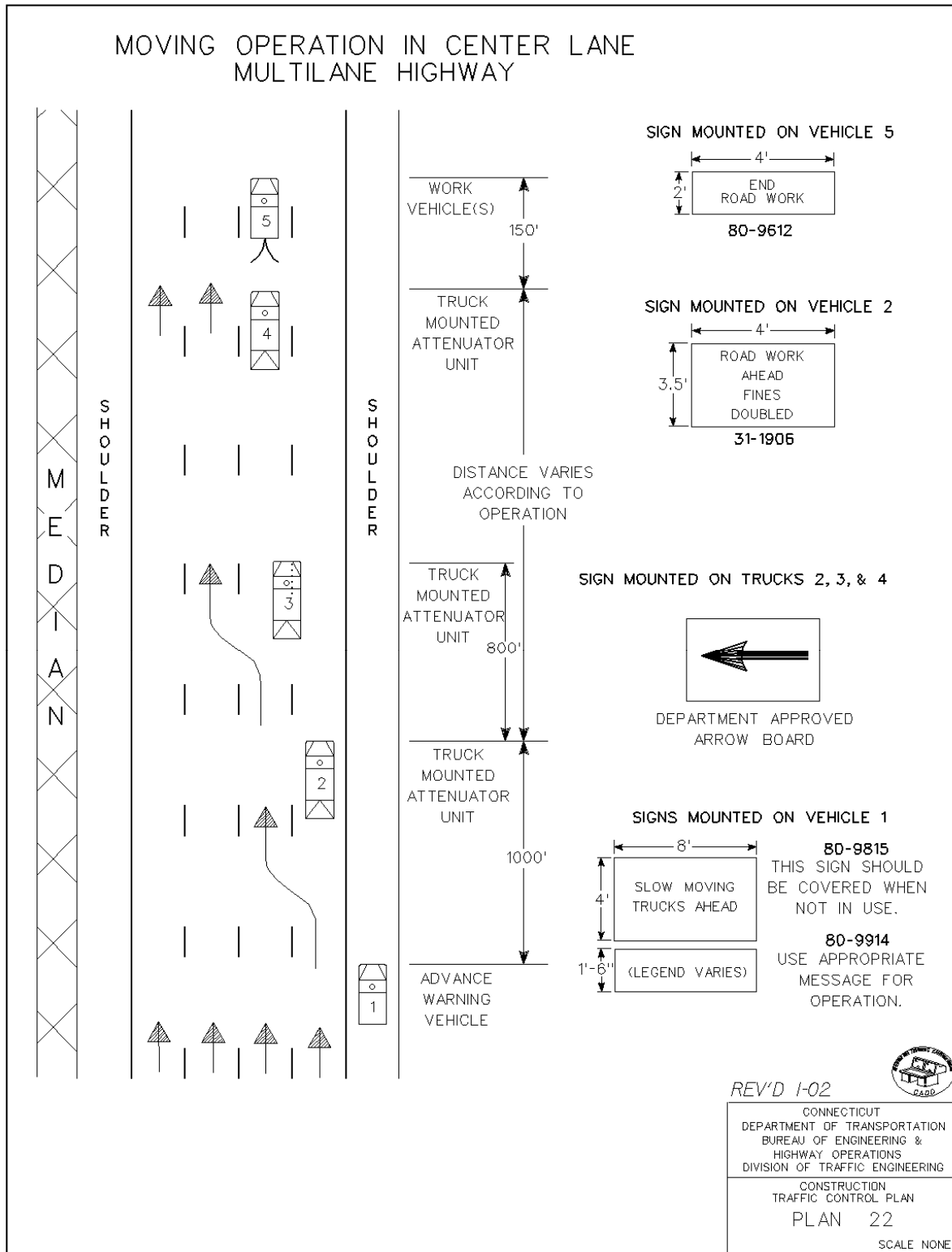
APPROVED J. McCall DATE 1-30-02
PRINCIPAL ENGINEER



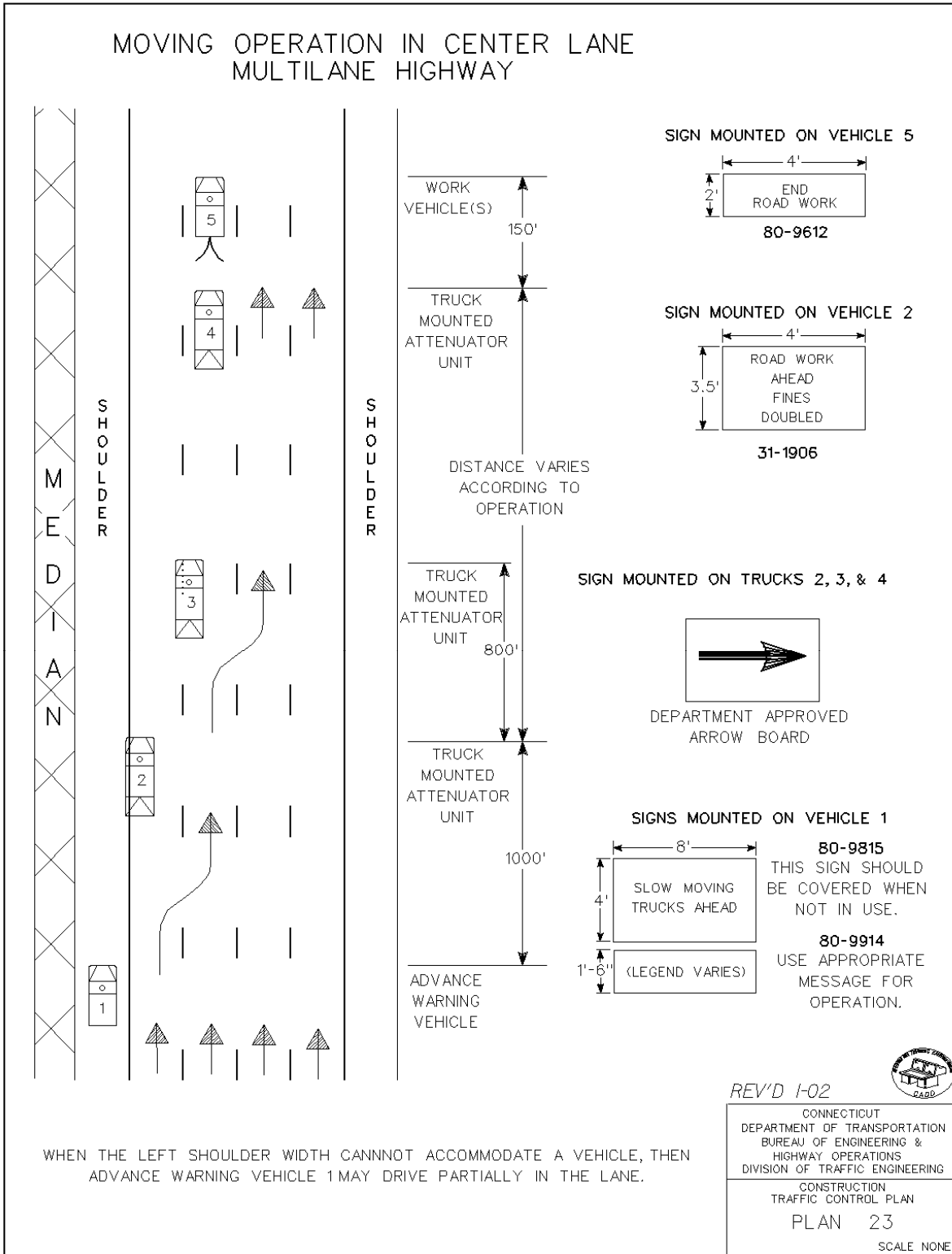
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APPROVED John D. McCall DATE I-30-02
PRINCIPAL ENGINEER



APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER



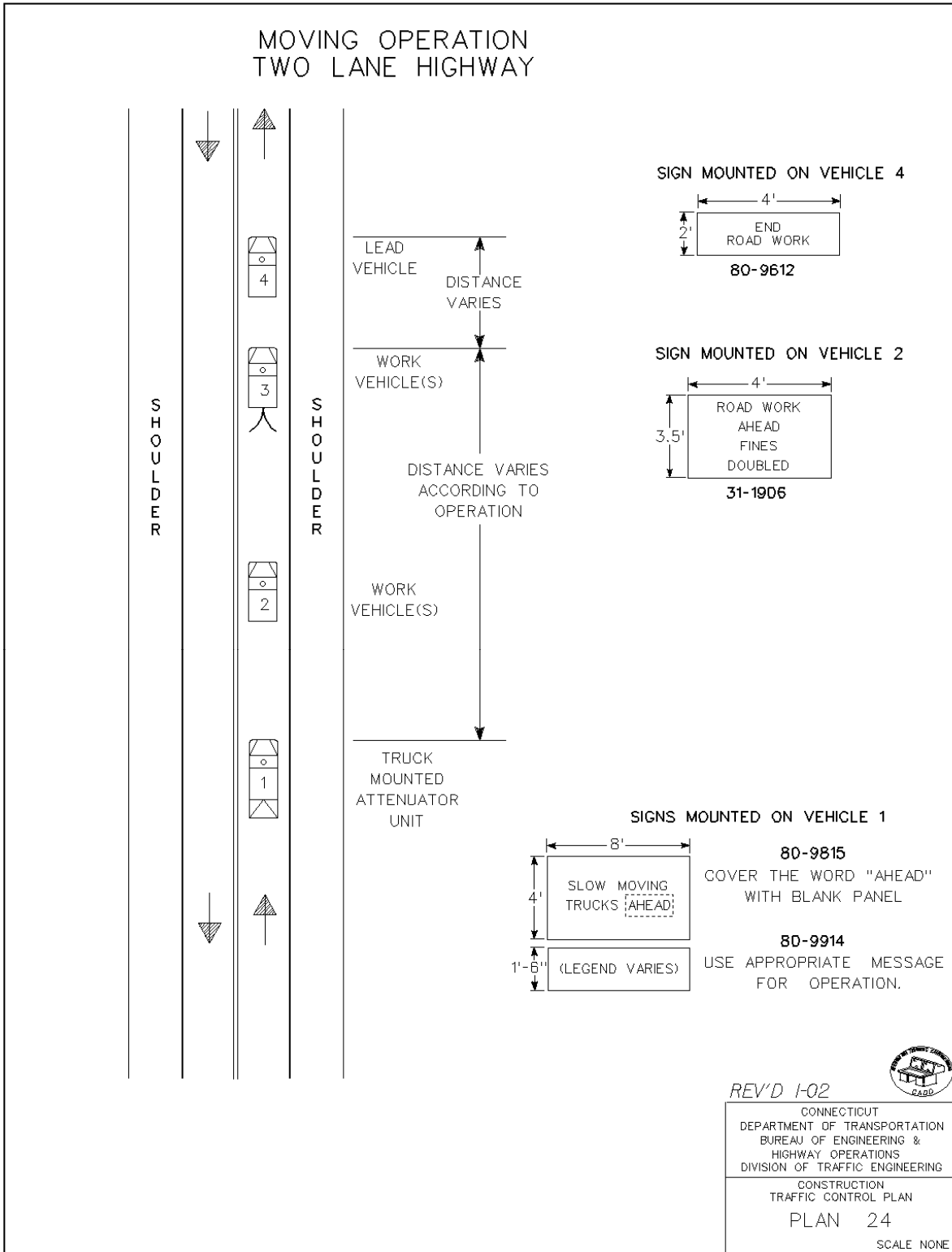
WHEN THE LEFT SHOULDER WIDTH CANNOT ACCOMMODATE A VEHICLE, THEN
ADVANCE WARNING VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

REV'D I-02

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 23
SCALE NONE

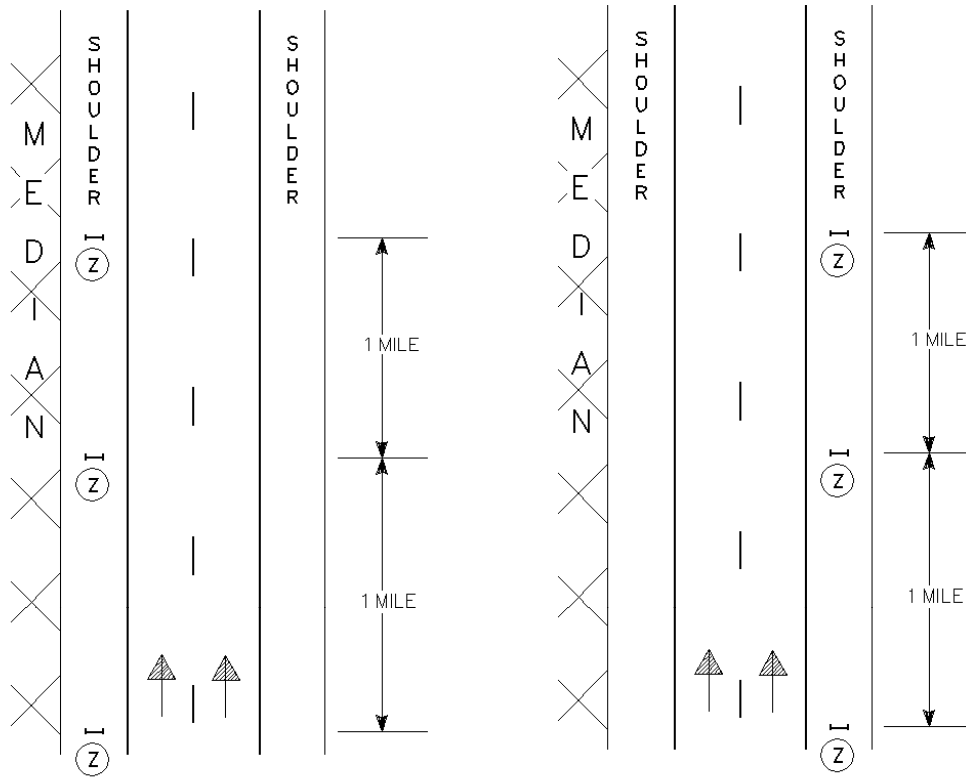
APPROVED John D. Micali DATE I-30-02
PRINCIPAL ENGINEER



APPROVED John D. McCall DATE 1-30-02
 PRINCIPAL ENGINEER

MOWING OPERATION - MULTILANE HIGHWAY

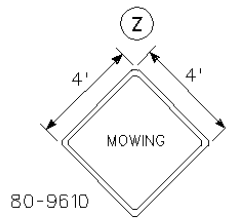
FOR EQUIPMENT ON THE ROADWAY, ROADSIDE
OR ON THE MEDIAN COMPLETELY OFF THE ROADWAY



MOWING IN MEDIAN

MOWING RIGHT OF TRAVELWAY

INSTALL "MOWING" SIGNS ON OPPOSITE TRAVELWAY MEDIAN SHOULDER AS SHOWN ABOVE.



ERECT "MOWING" SIGNS AT 1 MILE INTERVAL AND IMMEDIATELY BEYOND THE ENTRANCE RAMP.

WHEN MOWING FROM A TRAVEL LANE, USE BACK UP VEHICLES 1, 2 & 3 AS SHOWN ON PLANS 20 & 21 TO PROTECT MOWING OPERATIONS. WHEN MOWING EQUIPMENT MUST USE THE TRAVELWAY TO GET AROUND AN OBSTACLE, USE BACKUP VEHICLES 2 & 3 ONLY. THE BACKUP VEHICLES MUST REMAIN OFF THE ROADWAY UNTIL MOWING EQUIPMENT IS READY TO GET OUT ONTO THE TRAVELWAY. THE DISTANCE BETWEEN VEHICLE 3 AND THE MOWING EQUIPMENT IS TO BE 200 FEET.

REV'D 1-02



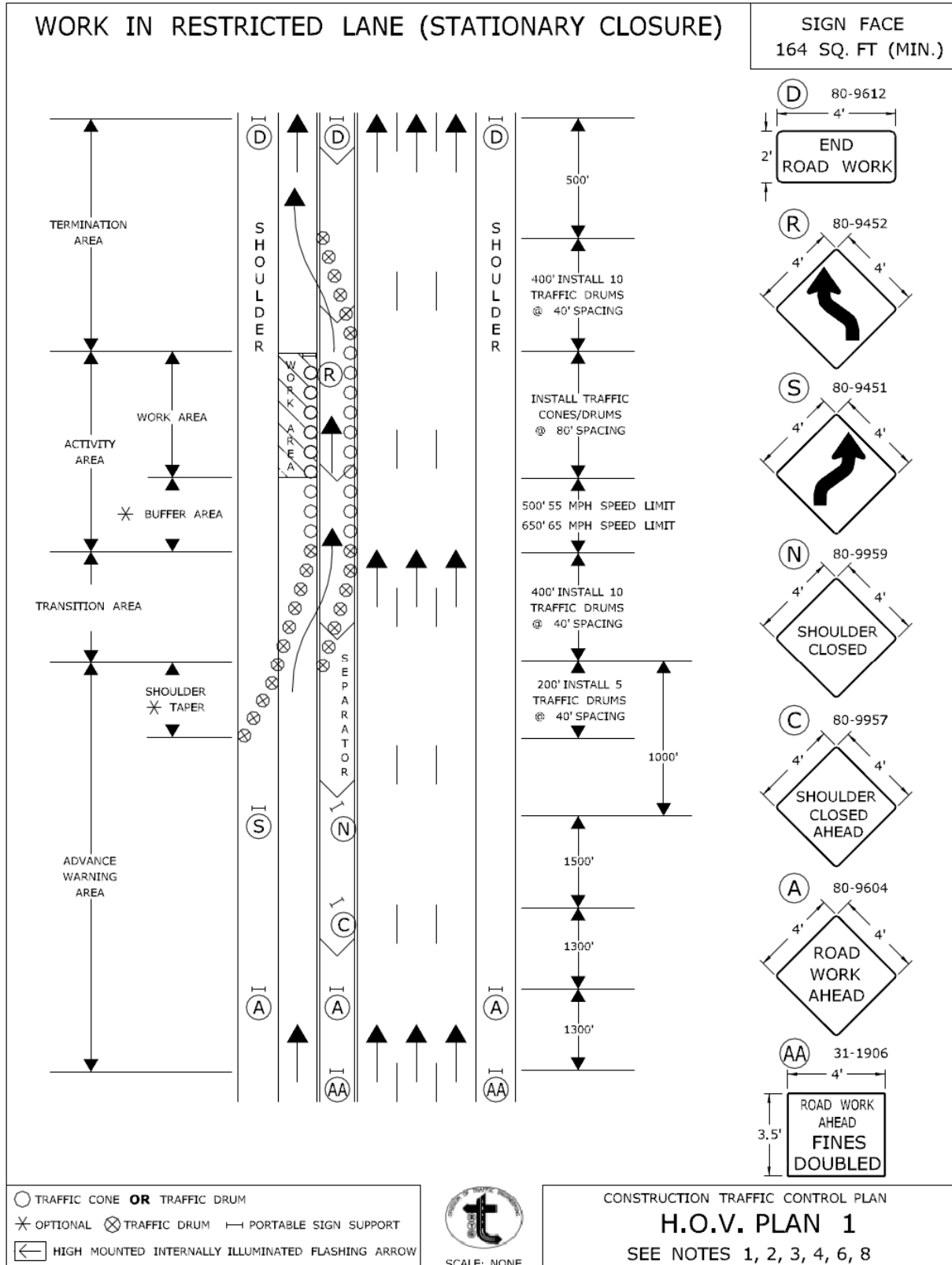
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN

PLAN 25

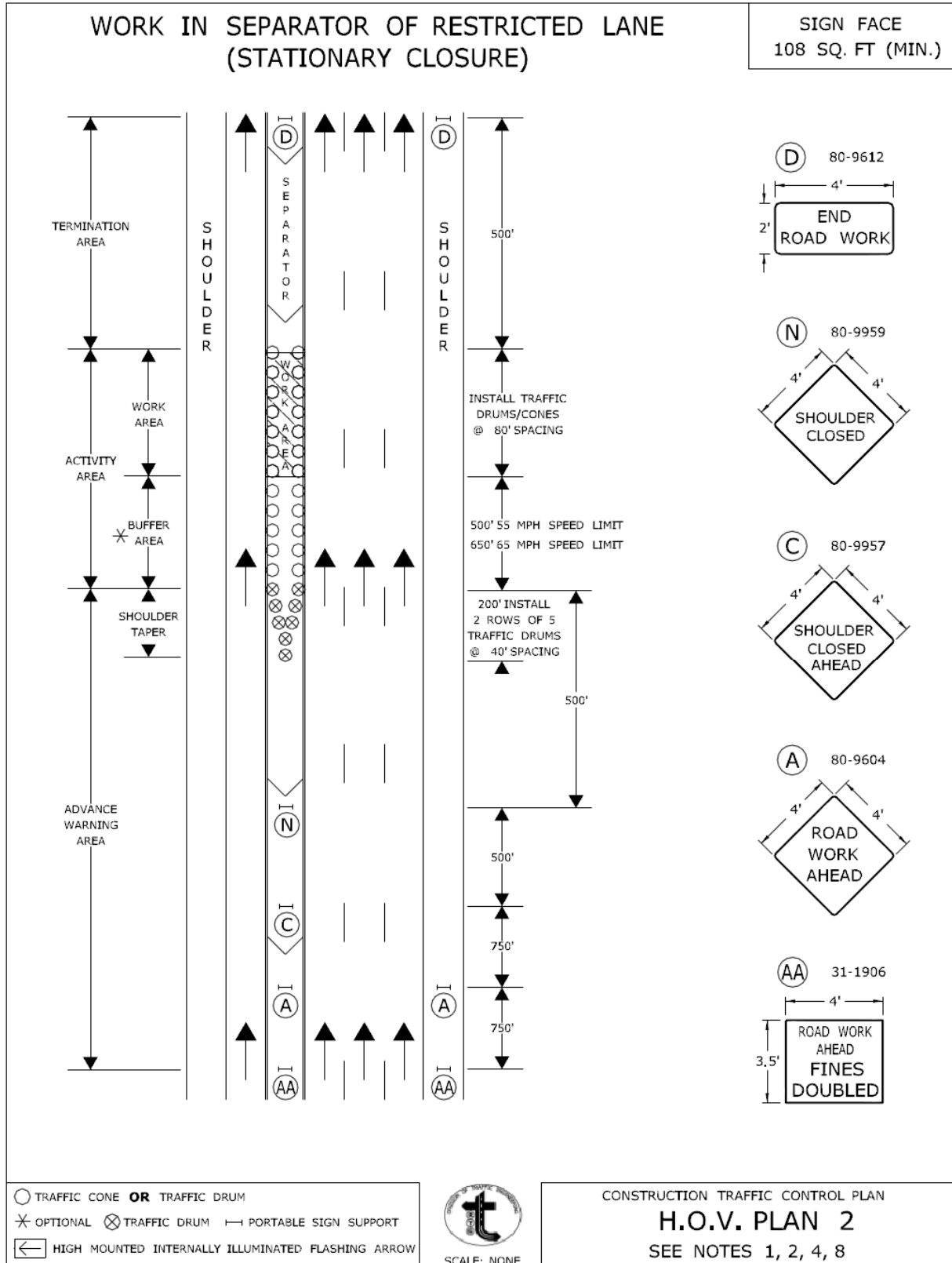
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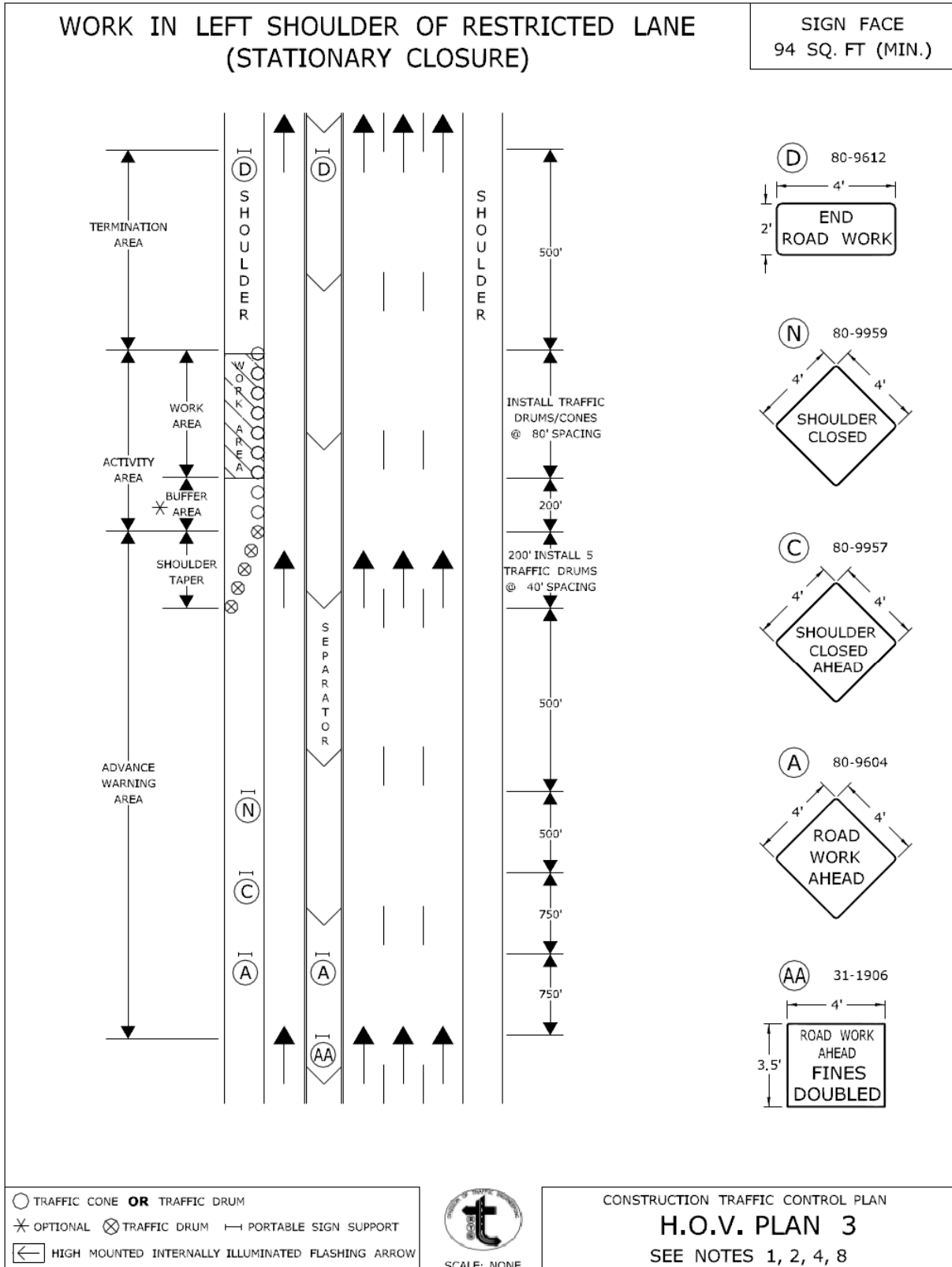
APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER

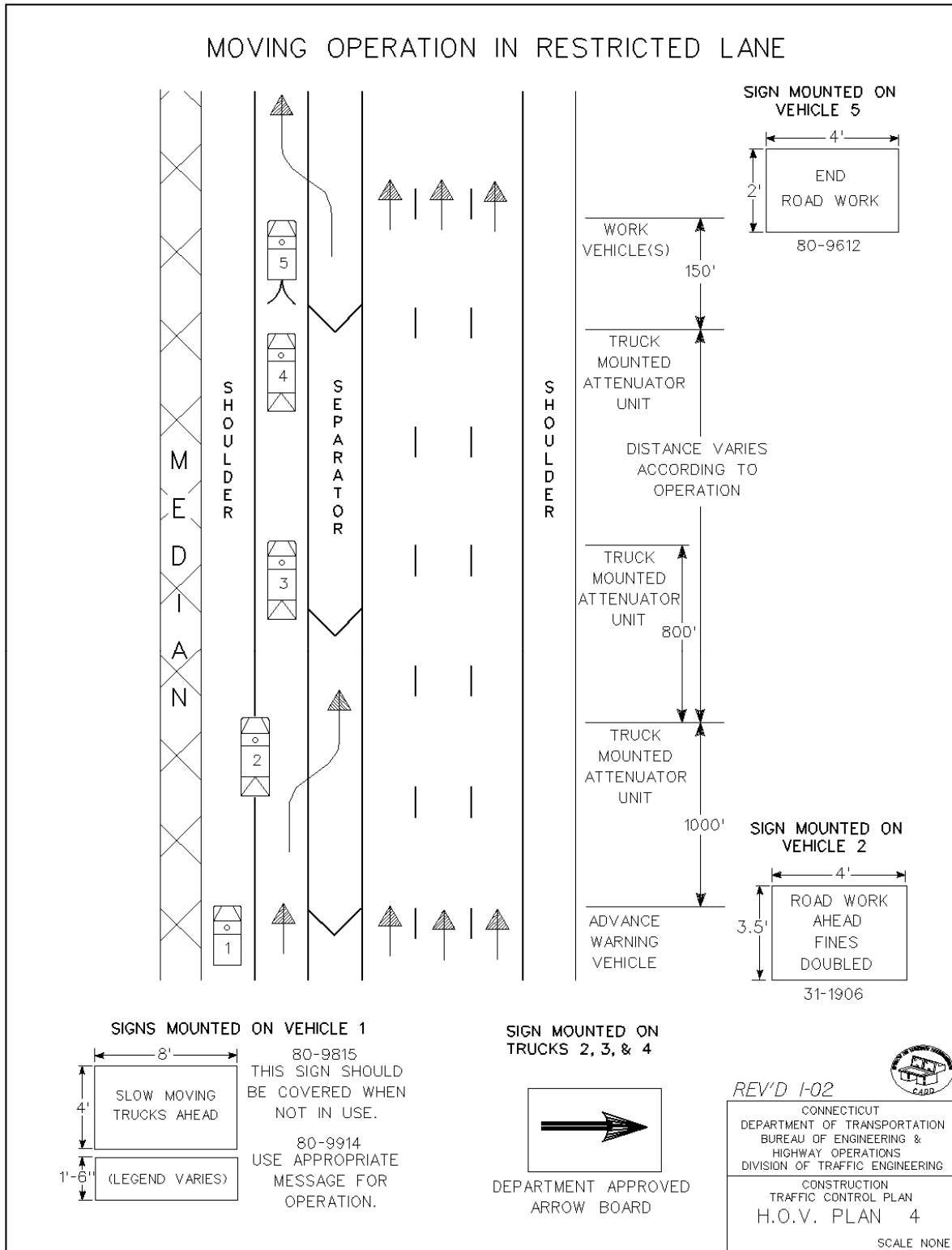


CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:49:08-0400
PRINCIPAL ENGINEER

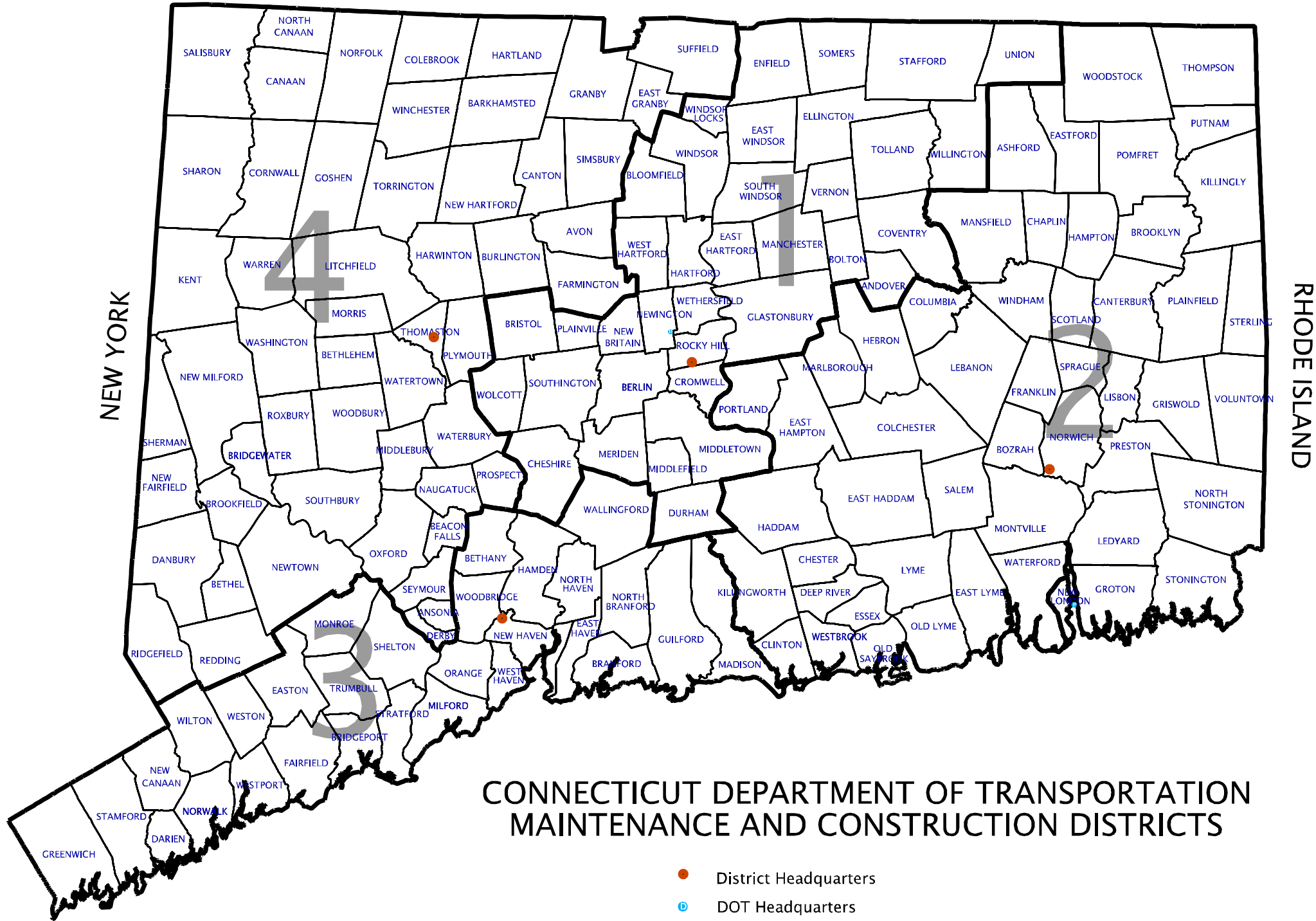






APPROVED J. Carey DATE 1-02
 PRINCIPAL ENGINEER

MASSACHUSETTS



BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT

DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

1. STRUCTURAL STEEL, CLEANING AND PAINTING – Hourly (As Specified in Exhibit A “Work Description”)

Minimum crew size: Three (3) Workers. One (1) of the workers is to be the Working Supervisor (experienced in bridge painting), which is included in this item. The other workers will be taken from Item No. 4, based upon work to be performed.

The hourly rate is to include tools, equipment, transportation and the Contractor supplied materials necessary to complete the work.

	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
BRIDGE REPAIR UNIT, Complete-In-Place (As described above)	\$179.00	\$179.00	\$179.00	\$179.00
Additional For Night Work	\$15.00	\$15.00	\$15.00	\$15.00
Additional For Saturday Work	\$55.00	\$55.00	\$55.00	\$55.00
Additional For Sunday Work	\$100.00	\$100.00	\$100.00	\$100.00
Additional For Railroad Work	\$35.00	\$35.00	\$35.00	\$35.00
Additional For Work Over or Near Water	\$100.00	\$100.00	\$100.00	\$100.00

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
 DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

2. INCIDENTAL STRUCTURAL STEEL REPAIR – Hourly (As Specified in Exhibit A “Work Description”)

Minimum crew size: Three (3) Workers. One (1) of the workers is to be the Working Supervisor (experienced in bridge repair), which is included in this item. The other workers will be taken from Item No. 4, based upon work to be performed.

The hourly rate is to include tools, equipment, transportation and the Contractor supplied materials necessary to complete the work.

	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
BRIDGE REPAIR UNIT, Complete-In-Place (As described above)	\$198.00	\$198.00	\$198.00	\$198.00
Additional For Night Work	\$15.00	\$15.00	\$15.00	\$15.00
Additional For Saturday Work	\$55.00	\$55.00	\$55.00	\$55.00
Additional For Sunday Work	\$100.00	\$100.00	\$100.00	\$100.00
Additional For Railroad Work	\$35.00	\$35.00	\$35.00	\$35.00
Additional For Work Over or Near Water	\$100.00	\$100.00	\$100.00	\$100.00

3. TRAFFIC CONTROL FOR BRIDGE REPAIR, Provided By Contractor-Hourly
 (As Specified in Exhibit A “Work Description”)

The hourly rate is to include tools, equipment, transportation and the Contractor supplied materials necessary to complete the work.

	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
A. Limited Access set up & removal	\$188.50	\$188.50	\$188.50	\$188.50
B. Non-limited Access set up & removal	\$145.00	\$145.00	\$145.00	\$145.00
C. Night Additional set up & removal	\$15.00	\$15.00	\$15.00	\$15.00
D. Saturday Additional set up & removal	\$50.00	\$50.00	\$50.00	\$50.00
E. Sunday Additional set up & removal	\$50.00	\$50.00	\$50.00	\$50.00

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
F. TMA Truck with Operator	\$95.00	\$95.00	\$95.00	\$95.00
G. Uniformed Flaggers	\$70.00	\$70.00	\$70.00	\$70.00
H. Crash Truck without Operator	\$25.00	\$25.00	\$25.00	\$25.00
I. Variable Message Sign	\$17.50	\$17.50	\$17.50	\$17.50
J. Arrow Boards (Portable)	\$15.00	\$15.00	\$15.00	\$15.00
K. Uniformed Police Officers	\$104.00	\$104.00	\$104.00	\$104.00

4. **ADDITIONAL WORKERS** (As Specified in Exhibit A “Work Description”)

Contractor is required to indicate the number of workers available by classification and to submit price per worker at an hourly rate

	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
A.. Carpenters, Piledrivermen, Dock builders, Diver Tenders	\$90.50	\$90.50	\$90.50	\$90.50
Quantity of Workers: 10				
B. Painters, Brush, Roller, Blasting (sand, Water etc.), Spray	\$117.50	\$117.50	\$117.50	\$117.50
Quantity of Workers: 10				
C. Ironworker, Ornamental, Reinforcing, Structural and Precast Concrete Erection	\$109.50	\$109.50	\$109.50	\$109.50
Quantity of Workers: 10				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

LABORERS

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
D.	Laborer	\$78.00	\$78.00	\$78.00	\$78.00
	Quantity of Workers: 20				
ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
E.	Asphalt Raker, Chain Saw Operators, Fence and Guard Rail Erectors, Pipelayers, Mason Tenders, Pneumatic Tool Operators, Powdermen and Wagon Drill Operators	\$82.00	\$82.00	\$82.00	\$82.00
	Quantity of Workers: 20				
F.	Air Track Operators, Block Pavers, Curb Setters	\$83.00	\$83.00	\$83.00	\$83.00
	Quantity of Workers: 5				
G.	Blasters	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 1				

LABORERS (TUNNEL CONSTRUCTION, FREE AIR)_SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
H.	Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodman, Shield & Erector, Arm Operator, Cable Tenders	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 4				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

**LABORERS (TUNNEL CONSTRUCTION, FREE AIR)_SHIELD DRIVE AND LINER PLATE
TUNNELS IN FREE AIR (CONT.)**

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
I.	Brakemen, Trackmen	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 4				

TRUCK DRIVERS

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
J.	Two Axle Trucks; helpers	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
K.	Three Axle Trucks; Two Axle Ready-Mix	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
L.	Three Axle Trucks, Ready-Mix	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
M.	Four Axle Trucks, Heavy Duty Trailer (up to 40 tons)	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
N.	Four Axle Ready-Mix; specialized earth moving equipment other than conventional type on-the-road trucks and semi-trailer (including Euclids)	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
O.	Heavy Duty Trailer (40 tons and over)	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

POWER EQUIPMENT OPERATORS

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
P.	Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer, (two (2) drums or over), front end loader (7 c.y or over)	\$101.00	\$101.00	\$101.00	\$101.00
	Quantity of Workers: 5				
Q.	Group 2: Lattice Boom Crane, Backhoe over 2 c.y., pile driving.	\$100.50	\$100.50	\$100.50	\$100.50
	Quantity of Workers: 5				
ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
R.	Group 3: Backhoe, Hydraulic Crane, Gradall, Master Mechanic, Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive)	\$99.15	\$99.15	\$99.15	\$99.15
	Quantity of Workers: 5				
S.	Group 4: Trenching Machines, Lighter Derrick, CMI Machine or similar, Koehring Loader (Skooper)	\$99.00	\$99.00	\$99.00	\$99.00
	Quantity of Workers: 5				
T.	Group 5: Asphalt Spreader, Concrete Pumps Drills with self-contained power units, Boring Machine, Post Hole Digger, Auger and Pounder, Well Digger, Side Boom, Combination Hoe and Loader 1/4 yd. and over.	\$97.50	\$97.50	\$97.50	\$97.50
	Quantity of Workers: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

POWER EQUIPMENT OPERATORS

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
U.	Group 6: Front End Loader (3 up to 7 c.y.), grader	\$97.50	\$97.50	\$97.50	\$97.50
	Quantity of Workers: 5				
V.	Group 7: Asphalt roller, Concrete Saws and Cutters (ride on type), Vermeer Concrete Cutter, Carryall (Scraper); Snooper Crane, Bulldozer, Combination Hoe and Loader under 1/4 yd.	\$97.50	\$97.50	\$97.50	\$97.50
	Quantity of Workers: 5				
ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
W.	Group 8: Mechanic, Grease Truck Operator, Hydro-Blaster Barrier Mover, Power Stone Spreader.	\$97.00	\$97.00	\$97.00	\$97.00
	Quantity of Workers: 5				
X.	Group 9: Front End Loader, (under 3 c.y.) Skid Steer Loader (regardless of attachments), Fork Lift, Power Chipper, Finishing Machine.	\$97.00	\$97.00	\$97.00	\$97.00
	Quantity of Workers: 5				
Y.	Group 10: Vibratory Hammer	\$96.00	\$96.00	\$96.00	\$96.00
	Quantity of Workers: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

	ADDITIONAL WORKERS	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Z.	Group 11: Conveyor, Compaction Roller, Power Pavement Breaker (Whip Hammer), Robot Demolition Equipment.	\$96.00	\$96.00	\$96.00	\$96.00
	Quantity of Workers: 5				
AA.	Group 12: Wellpoint Operator	\$96.00	\$96.00	\$96.00	\$96.00
	Quantity of Workers: 5				
BB.	Group 13: Portable Asphalt Plant Operator	\$96.00	\$96.00	\$96.00	\$96.00
	Quantity of Workers: 5				
CC.	Group 14: Compressor Battery Operator	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				
DD.	Group 15: Plant Operator and Power Safety Boat	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				
EE.	Group 16: Generator Operator, Compressor Operator, Pump Operator, Welding Machine Operator.	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
FF.	Group 17: Maintenance Engineer	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				
GG.	Group 18: Power Safety Boat, Vacuum Truck, Zim Mixer, Sweeper, (minimum for any job requiring CDL license)	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				

LINE CONSTRUCTION (Includes traffic control, illumination, and maintenance and railroad construction)

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
HH.	Linemen, Cable Splicer, Dynamite Man	\$124.50	\$124.50	\$124.50	\$124.50
	Quantity of Workers: 5				
II.	Heavy Equipment Operator	\$109.50	\$109.50	\$109.50	\$109.50
	Quantity of Workers: 5				
JJ.	Equipment Operator, Tractor Trailer Driver, Field Mechanic	\$106.50	\$106.50	\$106.50	\$106.50
	Quantity of Workers: 5				
KK.	Driver Groundman	\$150.00	\$150.00	\$150.00	\$150.00
	Quantity of Workers: 2				
LL.	Certified Railroad Groundman	\$185.00	\$185.00	\$185.00	\$185.00
	Quantity of Workers: 2				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

	ADDITIONAL WORKERS	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
MM.	Certified Railroad Flagman Not covered under prevailing wage requirements	\$185.00	\$185.00	\$185.00	\$185.00
	Quantity of Workers: 5				
NN.	Welder STATE CERTIFIED	\$109.50	\$109.50	\$109.50	\$109.50
	Quantity of Workers: 5				
OO.	Welder STATE CERTIFIED (PIPE)	\$109.50	\$109.50	\$109.50	\$109.50
	Quantity of Workers: 5				

5. ADDITIONAL EQUIPMENT – Hourly (As Specified in Exhibit A “Work Description”)

Contractor is required to indicate the number of units available and to submit price per unit at an hourly rate.

	ADDITIONAL EQUIPMENT	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
A.	10-ton capacity boom truck (with Licensed Boom Operator) NOTE: Boom License limited to Platform Operator, State of Connecticut Crane Operator License (Hydraulic) SP950C.	\$130.00	\$130.00	\$130.00	\$130.00
	Units Available: 1				
B.	Hydraulic Jack, 50 ton (minimum) with pump	\$11.00	\$11.00	\$11.00	\$11.00
	Units Available: 5				
C.	Hydraulic Jack, 100 ton (minimum) with pump	\$12.00	\$12.00	\$12.00	\$12.00
	Units Available: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
D.	Hydraulic Jack, 200 ton (minimum) with pump	\$17.00	\$17.00	\$17.00	\$17.00
	Units Available: 5				
E.	Hydraulic Jack, Pancake 50 ton (minimum) with pump	\$12.00	\$12.00	\$12.00	\$12.00
	Units Available: 5				
F.	Hydraulic Jack, Pancake 100 ton (minimum) with pump	\$13.50	\$13.50	\$13.50	\$13.50
	Units Available: 5				
G.	Hydraulic Jack, Pancake 200 ton (minimum) with pump	\$18.50	\$18.50	\$18.50	\$18.50
	Units Available: 5				
H.	200 amp @ 28 volts (minimum with 110v/30a tap) welder self-powered, portable with two (2) 100 ft. (minimum leads and/or two (2) short jumper cables and rods as required.	\$25.00	\$25.00	\$25.00	\$25.00
	Units Available: 5				
I.	Set of welding and/or cutting torches with necessary tips, hoses (100 ft. minimum) tanks & fuel	\$12.00	\$12.00	\$12.00	\$12.00
	Units Available: 10				
J.	Chipping hammer or scaling gun as required.	\$11.00	\$11.00	\$11.00	\$11.00
	Units Available: 10				
K.	Paint Sprayer 5 gallon @ 1/2 gallon Per minute (minimum)	\$18.00	\$18.00	\$18.00	\$18.00
	Units Available: 4				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
L.	Lift Platform (working height to 25 ft. minimum)	\$60.00	\$60.00	\$60.00	\$60.00
	Specify Make & Range:	JLG 3394RT Scissor Lift			
	Units Available:	1			
M.	Lift Platform (working height to 50 ft. minimum)	\$80.00	\$80.00	\$80.00	\$80.00
	Specify Make & Range:	JLG 4394RT Scissor Lift			
	Units Available:	1			
N.	Underbridge Unit with <u>Operator</u> (Snooper, Moog, etc.)	\$187.50	\$187.50	\$187.50	\$187.50
	Specify Make & Range:	TEREX-HYDRA PLATFORM HPT 1/38 TRUCK MOUNTED - UNDERBRIDGE ACCESS PLATFORM			
	Units Available:	3			
O.	Magnetic anchored drill (with bits)	\$19.00	\$19.00	\$19.00	\$19.00
	Units Available:	5			
P.	Work boat, minimum 16 ft. length, motor, fuel and Required Equipment	\$35.00	\$35.00	\$35.00	\$35.00
	Units Available:	4			
Q.	Barge, scow or floating working platform in compliance with all Coast Guard Regulations	\$35.00	\$35.00	\$35.00	\$35.00
	Units Available:	6			
R.	16 inch Chain Saw, direct drive gasoline engine	\$9.50	\$9.50	\$9.50	\$9.50
	Units Available:	4			
S.	Space Heater, 30,000 BTU minimum (including fuel)	\$9.00	\$9.00	\$9.00	\$9.00
	Units Available:	5			

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
T.	Reciprocating Saw (self-powered, with blades)	\$8.00	\$8.00	\$8.00	\$8.00
	Specify Make & Size:	STIHL SAW MODEL TS350			
	Units Available:	4			
U.	Manlift (40 ft.) 4 wheel drive	\$42.50	\$42.50	\$42.50	\$42.50
	Units Available	5			
V.	Manlift (60 ft.) 4 wheel drive	\$55.00	\$55.00	\$55.00	\$55.00
	Units Available:	2			
W.	Manlift (80 ft.) 4 wheel drive	\$100.00	\$100.00	\$100.00	\$100.00
	Units Available:	2			
X.	Air/Gas Monitor	\$9.50	\$9.50	\$9.50	\$9.50
	Units Available:	3			
Y.	Class "D" Air Supplied Respirator	\$11.00	\$11.00	\$11.00	\$11.00
	Units Available:	10			
Z.	Plasma Cutter 50 amp. 1 inch diameter	\$49.50	\$49.50	\$49.50	\$49.50
	Units Available:	1			
AA.	Four 5000 watt Portable Quartz Lights	\$19.00	\$19.00	\$19.00	\$19.00
	Units Available:	5			

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
 DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
BB.	Wheel Mounted Excavator 1 to 1-1/3 c.y. capacity, 135 HP (minimum)	\$74.00	\$74.00	\$74.00	\$74.00
	Units Available: 2				
CC.	Manlift (115 ft. 4 wheel drive)	\$175.00	\$175.00	\$175.00	\$175.00
	Units Available: 1				
DD.	Manlift (150 ft.) 4 wheel drive	\$350.00	\$350.00	\$350.00	\$350.00
	Units Available: 1				
EE.	Crane (minimum 25 ton, 150 ft. boom)	\$175.00	\$175.00	\$175.00	\$175.00
	Units Available: 1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
(As Specified in Exhibit A-1 “Work Description”)
Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: UNDERBRIDGE UNIT WITH OPERATOR (MOOG)		\$195.00	\$195.00	\$195.00	\$195.00
Make:	MOOG MBI-180-1.75-TRAILER MOUNTED				
Size, Capacity, etc.:	1,320 lbs. Horizontal Range - 60 ft., lowering depth - 30 ft.				
Units Available:	1				
Description: UNDERBRIDGE UNIT WITH OPERATOR (ASPEN)		\$234.00	\$234.00	\$234.00	\$234.00
Make:	ASPEN A-62 BRIDGE INSPECTION UNIT				
Size, Capacity, etc.:	Horizontal Range 61.75 ft. Vertical Reach Down 67.67 ft. Vertical Reach Up 51.50 ft.				
Units Available:	2				
Description: BARGE		\$50.00	\$50.00	\$50.00	\$50.00
Make:	n/a				
Size, Capacity, etc.:	120' x 40' x 6'				
Units Available:	1				
Description: BARGE		\$54.00	\$54.00	\$54.00	\$54.00
Make:	n/a				
Size, Capacity, etc.:	100' x 45' x 9'				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
(As Specified in Exhibit A-1 “Work Description”)
Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: TUG BOAT WITH OPERATOR		\$235.00	\$235.00	\$235.00	\$235.00
Make:	n/a				
Size, Capacity, etc.:	40 ft., 360 HP				
Units Available:	1				
Description: TUG BOAT WITH OPERATOR		\$285.00	\$285.00	\$285.00	\$285.00
Make:	n/a				
Size, Capacity, etc.:	55 ft., 700HP				
Units Available:	1				
Description: WORK BOAT		\$37.00	\$37.00	\$37.00	\$37.00
Make:	LOBELL - 21' CUSTOM CRAFT				
Size, Capacity, etc.:	120' x 40' x 6'				
Units Available:	1				
Description: SECTIONAL FLOAT		\$25.00	\$25.00	\$25.00	\$25.00
Make:	n/a				
Size, Capacity, etc.:	16' X 8' X 2'				
Units Available:	2				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
(As Specified in Exhibit A-1 “Work Description”)
Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: ROUGH TERRAIN CRANE		\$185.00	\$185.00	\$185.00	\$185.00
Make:	SANY SRC865XL				
Size, Capacity, etc.:	65 U.S. TON				
Units Available:	1				
Description: TRUCK CRANE		\$87.00	\$87.00	\$87.00	\$87.00
Make:	National 500C				
Size, Capacity, etc.:	15 U.S. TON				
Units Available:	1				
Description: TRUCK CRANE		\$120.00	\$120.00	\$120.00	\$120.00
Make:	NATIONAL NBT30H-2				
Size, Capacity, etc.:	30 U.S. TON				
Units Available:	1				
Description: SKID STEER LOADER		\$35.00	\$35.00	\$35.00	\$35.00
Make:	CAT 246				
Size, Capacity, etc.:	2,150 LB, 74 HP				
Units Available:	3				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
(As Specified in Exhibit A-1 “Work Description”)
Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: WHEEL LOADER		\$68.75	\$68.75	\$68.75	\$68.75
Make:	CAT 930G				
Size, Capacity, etc.:	31,000LB. 164HP, 2.5CY				
Units Available:	2				
Description: WHEEL EXCAVATOR		\$77.50	\$77.50	\$77.50	\$77.50
Make:	CAT M322D				
Size, Capacity, etc.:	31,000LB. 165HP, 1.25CY				
Units Available:	1				
Description: TRI-AXLE DUMP TRUCK		\$55.00	\$55.00	\$55.00	\$55.00
Make:	INTERNATIONAL 5600				
Size, Capacity, etc.:	8 CY				
Units Available:	2				
Description: ROUGH TERRAIN LIFT		\$49.00	\$49.00	\$49.00	\$49.00
Make:	CAT TH83				
Size, Capacity, etc.:	800 LB, 41 FT				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
(As Specified in Exhibit A-1 “Work Description”)
Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: ALL TERRAIN HYRAULIC CRANE		\$250.00	\$250.00	\$250.00	\$250.00
Make:	GROVE GMK4090				
Size, Capacity, etc.:	90 U.S. TONS				
Units Available:	1				
Description: ALL TERRAIN HYDRAULIC CRANE		\$225.00	\$225.00	\$225.00	\$225.00
Make:	TADANO ATF 65G-4				
Size, Capacity, etc.:	65 U.S. TONS				
Units Available:	1				
Description: ROUGH TERRAIN LIFT		\$50.00	\$50.00	\$50.00	\$50.00
Make:	CAT TH560B				
Size, Capacity, etc.:	44 FT, 8,000 LBS.				
Units Available:	1				
Description: VIBRATORY ROLLER		\$25.00	\$25.00	\$25.00	\$25.00
Make:	CAT CB-224E				
Size, Capacity, etc.:	5,800 LB, 4FT				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
 DESCRIPTION OF COMMODITY AND/OR SERVICES

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6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
 (As Specified in Exhibit A-1 “Work Description”)
 Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: CRAWLER DOZER		\$75.00	\$75.00	\$75.00	\$75.00
Make:	CAT D36 XL				
Size, Capacity, etc.:	70 HP				
Units Available:	1				
Description: TRUCK MOUNTED CONCRETE PUMP		\$150.00	\$150.00	\$150.00	\$150.00
Make:	SCHWING S 20				
Size, Capacity, etc.:	63.75FT REACH, 130 CY/HR				
Units Available:	1				
Description: MINI EXCAVATOR		\$50.00	\$50.00	\$50.00	\$50.00
Make:	CAT 305.5 C-CR				
Size, Capacity, etc.:	45 HP				
Units Available:	1				
Description: 3" SUBMERSIBLE PUMP WITH HOSES		\$14.50	\$14.50	\$14.50	\$14.50
Make:	PROSSER				
Size, Capacity, etc.:	5 HP				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
(As Specified in Exhibit A-1 “Work Description”)
Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: ZIM-MIXER MOBILE CONCRETE MIXER		\$97.00	\$97.00	\$97.00	\$97.00
Make:	ZIMMERMAN ZM-408				
Size, Capacity, etc.:	4 TO 7 CY				
Units Available:	4				
Description: FLATBED RACK TRUCK		\$35.00	\$35.00	\$35.00	\$35.00
Make:	VOLVO				
Size, Capacity, etc.:	10 TON				
Units Available:	2				
Description: TRACTOR/LOADER/BACKHOE COMBINATION WITH HOERAM		\$67.00	\$67.00	\$67.00	\$67.00
Make:	CAT 416 WITH NPK HOERAM				
Size, Capacity, etc.:	1.25 CY				
Units Available:	1				
Description: CRAWLER MOUNTED EXCAVATOR		\$80.00	\$80.00	\$80.00	\$80.00
Make:	CAT 325				
Size, Capacity, etc.:	2 CY				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
 DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
 (As Specified in Exhibit A-1 “Work Description”)
 Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: CONCRETE CORE DRILL WITH BITS		\$32.50	\$32.50	\$32.50	\$32.50
Make:	MILWAUKEE				
Size, Capacity, etc.:	8 HP				
Units Available:	4				
Description: PLATE COMPACTOR		\$10.00	\$10.00	\$10.00	\$10.00
Make:	WACKER				
Size, Capacity, etc.:	15"				
Units Available:	2				
Description: AIR COMPRESSOR		\$43.00	\$43.00	\$43.00	\$43.00
Make:	ATLAS COMPCO XAS-375				
Size, Capacity, etc.:	375 CFM				
Units Available:	2				
Description: HYDRAULIC CHAIN SAW		\$22.00	\$22.00	\$22.00	\$22.00
Make:	STANLEY				
Size, Capacity, etc.:	30"				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.

(As Specified in Exhibit A-1 “Work Description”)

Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: HYDRAULIC CONCRETE SAW		\$21.00	\$21.00	\$21.00	\$21.00
Make:	RGC				
Size, Capacity, etc.:	14"				
Units Available:	1				
Description: HYDRAULIC CUTOFF SAW		\$20.00	\$20.00	\$20.00	\$20.00
Make:	RGC				
Size, Capacity, etc.:	12"				
Units Available:	1				
Description: HYDRAULIC POWER PACK		\$18.00	\$18.00	\$18.00	\$18.00
Make:	RGC				
Size, Capacity, etc.:					
Units Available:	1				
Description: UNDERWATER CUTTING AND WELDING RIG		\$40.00	\$40.00	\$40.00	\$40.00
Make:	BROCO				
Size, Capacity, etc.:	200" RIG				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
 DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
 (As Specified in Exhibit A-1 “Work Description”)
 Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: PORTABLE HAND WASH TRAILER		\$25.00	\$25.00	\$25.00	\$25.00
Make:	CREATIVE MOBILE SYSTEMS, INC.				
Size, Capacity, etc.:	MOBILE HAND AND EYE WASH TRAILER				
Units Available:	2				
Description: MOBILE DECONTAMINATION TRAILER		\$45.00	\$45.00	\$45.00	\$45.00
Make:	CREATIVE MOBILE SYSTEMS, INC.				
Size, Capacity, etc.:	615 Decontamination Trailer				
Units Available:	2				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued below one hundred thousand (\$100,000.00), do not require payment of prevailing wages and associated provisions.

6. ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.

(As Specified in Exhibit A-1 “Work Description”)

Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: VIBRATORY PILE HAMMER WITH HYRAULIC POWER PACK		\$64.00	\$64.00	\$64.00	\$64.00
Make:	ICE 216				
Size, Capacity, etc.:	40 TON				
Units Available:	1				
Description: VIBRATORY PILE HAMMER WITH HYRAULIC POWER PACK		\$92.00	\$92.00	\$92.00	\$92.00
Make:	ICE 416				
Size, Capacity, etc.:	80 TON				
Units Available:	1				
Description: AIR ARCAIR		\$20.00	\$20.00	\$20.00	\$20.00
Make:	ARCAIR				
Size, Capacity, etc.:					
Units Available:	2				
Description: HEPA VAC- WET/DRY VACUUM		\$5.00	\$5.00	\$5.00	\$5.00
Make:	CS UNITEC - CS 1445 H				
Size, Capacity, etc.:	9 GAL, 130 CFM, AIR FLOW				
Units Available:	3				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT

DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

1. STRUCTURAL STEEL, CLEANING AND PAINTING – Hourly (As Specified in Exhibit A “Work Description”)

Minimum crew size: Three (3) Workers. One (1) of the workers is to be the Working Supervisor (experienced in bridge painting), which is included in this item. The other workers will be taken from Item No. 4, based upon work to be performed.

The hourly rate is to include tools, equipment, transportation and the Contractor supplied materials necessary to complete the work.

	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
BRIDGE REPAIR UNIT, Complete-In-Place (As described above)	\$179.00	\$179.00	\$179.00	\$179.00
Additional For Night Work	\$15.00	\$15.00	\$15.00	\$15.00
Additional For Saturday Work	\$55.00	\$55.00	\$55.00	\$55.00
Additional For Sunday Work	\$100.00	\$100.00	\$100.00	\$100.00
Additional For Railroad Work	\$35.00	\$35.00	\$35.00	\$35.00
Additional For Work Over or Near Water	\$100.00	\$100.00	\$100.00	\$100.00

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

2. INCIDENTAL STRUCTURAL STEEL REPAIR – Hourly (As Specified in Exhibit A “Work Description”)

Minimum crew size: Three (3) Workers. One (1) of the workers is to be the Working Supervisor (experienced in bridge repair), which is included in this item. The other workers will be taken from Item No. 4, based upon work to be performed.

The hourly rate is to include tools, equipment, transportation and the Contractor supplied materials necessary to complete the work.

	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
BRIDGE REPAIR UNIT, Complete-In-Place (As described above)	\$198.00	\$198.00	\$198.00	\$198.00
Additional For Night Work	\$15.00	\$15.00	\$15.00	\$15.00
Additional For Saturday Work	\$55.00	\$55.00	\$55.00	\$55.00
Additional For Sunday Work	\$100.00	\$100.00	\$100.00	\$100.00
Additional For Railroad Work	\$35.00	\$35.00	\$35.00	\$35.00
Additional For Work Over or Near Water	\$100.00	\$100.00	\$100.00	\$100.00

3. TRAFFIC CONTROL FOR BRIDGE REPAIR, Provided By Contractor-Hourly
(As Specified in Exhibit A “Work Description”)

The hourly rate is to include tools, equipment, transportation and the Contractor supplied materials necessary to complete the work.

	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
A. Limited Access set up & removal	\$188.50	\$188.50	\$188.50	\$188.50
B. Non-limited Access set up & removal	\$145.00	\$145.00	\$145.00	\$145.00
C. Night Additional set up & removal	\$15.00	\$15.00	\$15.00	\$15.00
D. Saturday Additional set up & removal	\$50.00	\$50.00	\$50.00	\$50.00
E. Sunday Additional set up & removal	\$50.00	\$50.00	\$50.00	\$50.00

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
F.	TMA Truck with Operator	\$95.00	\$95.00	\$95.00	\$95.00
G.	Uniformed Flaggers	\$70.00	\$70.00	\$70.00	\$70.00
H.	Crash Truck without Operator	\$25.00	\$25.00	\$25.00	\$25.00
I.	Variable Message Sign	\$17.50	\$17.50	\$17.50	\$17.50
J.	Arrow Boards (Portable)	\$15.00	\$15.00	\$15.00	\$15.00
K.	Uniformed Police Officers	\$104.00	\$104.00	\$104.00	\$104.00

4. **ADDITIONAL WORKERS** (As Specified in Exhibit A “Work Description”)

Contractor is required to indicate the number of workers available by classification and to submit price per worker at an hourly rate

		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
A..	Carpenters, Piledrivermen, Dock builders, Diver Tenders	\$90.50	\$90.50	\$90.50	\$90.50
	Quantity of Workers: 10				
B.	Painters, Brush, Roller, Blasting (sand, Water etc.), Spray	\$117.50	\$117.50	\$117.50	\$117.50
	Quantity of Workers: 10				
C.	Ironworker, Ornamental, Reinforcing, Structural and Precast Concrete Erection	\$109.50	\$109.50	\$109.50	\$109.50
	Quantity of Workers: 10				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

LABORERS

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
D.	Laborer	\$78.00	\$78.00	\$78.00	\$78.00
	Quantity of Workers: 20				
ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
E.	Asphalt Raker, Chain Saw Operators, Fence and Guard Rail Erectors, Pipelayers, Mason Tenders, Pneumatic Tool Operators, Powdermen and Wagon Drill Operators	\$82.00	\$82.00	\$82.00	\$82.00
	Quantity of Workers: 20				
F.	Air Track Operators, Block Pavers, Curb Setters	\$83.00	\$83.00	\$83.00	\$83.00
	Quantity of Workers: 5				
G.	Blasters	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 1				

LABORERS (TUNNEL CONSTRUCTION, FREE AIR)_SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
H.	Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodman, Shield & Erector, Arm Operator, Cable Tenders	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 4				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
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**LABORERS (TUNNEL CONSTRUCTION, FREE AIR)_SHIELD DRIVE AND LINER PLATE
TUNNELS IN FREE AIR (CONT.)**

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
I.	Brakemen, Trackmen	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 4				

TRUCK DRIVERS

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
J.	Two Axle Trucks; helpers	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
K.	Three Axle Trucks; Two Axle Ready-Mix	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
L.	Three Axle Trucks, Ready-Mix	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
M.	Four Axle Trucks, Heavy Duty Trailer (up to 40 tons)	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
N.	Four Axle Ready-Mix; specialized earth moving equipment other than conventional type on-the-road trucks and semi-trailer (including Euclids)	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				
O.	Heavy Duty Trailer (40 tons and over)	\$90.00	\$90.00	\$90.00	\$90.00
	Quantity of Workers: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

POWER EQUIPMENT OPERATORS

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
P.	Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer, (two (2) drums or over), front end loader (7 c.y or over)	\$101.00	\$101.00	\$101.00	\$101.00
	Quantity of Workers: 5				
Q.	Group 2: Lattice Boom Crane, Backhoe over 2 c.y., pile driving.	\$100.50	\$100.50	\$100.50	\$100.50
	Quantity of Workers: 5				
ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
R.	Group 3: Backhoe, Hydraulic Crane, Gradall, Master Mechanic, Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive)	\$99.15	\$99.15	\$99.15	\$99.15
	Quantity of Workers: 5				
S.	Group 4: Trenching Machines, Lighter Derrick, CMI Machine or similar, Koehring Loader (Skooper)	\$99.00	\$99.00	\$99.00	\$99.00
	Quantity of Workers: 5				
T.	Group 5: Asphalt Spreader, Concrete Pumps Drills with self-contained power units, Boring Machine, Post Hole Digger, Auger and Pounder, Well Digger, Side Boom, Combination Hoe and Loader 1/4 yd. and over.	\$97.50	\$97.50	\$97.50	\$97.50
	Quantity of Workers: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

POWER EQUIPMENT OPERATORS

ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
U.	Group 6: Front End Loader (3 up to 7 c.y.), grader	\$97.50	\$97.50	\$97.50	\$97.50
	Quantity of Workers: 5				
V.	Group 7: Asphalt roller, Concrete Saws and Cutters (ride on type), Vermeer Concrete Cutter, Carryall (Scraper); Snooper Crane, Bulldozer, Combination Hoe and Loader under 1/4 yd.	\$97.50	\$97.50	\$97.50	\$97.50
	Quantity of Workers: 5				
ADDITIONAL WORKERS		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
W.	Group 8: Mechanic, Grease Truck Operator, Hydro-Blaster Barrier Mover, Power Stone Spreader.	\$97.00	\$97.00	\$97.00	\$97.00
	Quantity of Workers: 5				
X.	Group 9: Front End Loader, (under 3 c.y.) Skid Steer Loader (regardless of attachments), Fork Lift, Power Chipper, Finishing Machine.	\$97.00	\$97.00	\$97.00	\$97.00
	Quantity of Workers: 5				
Y.	Group 10: Vibratory Hammer	\$96.00	\$96.00	\$96.00	\$96.00
	Quantity of Workers: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
 DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

	ADDITIONAL WORKERS	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Z.	Group 11: Conveyor, Compaction Roller, Power Pavement Breaker (Whip Hammer), Robot Demolition Equipment.	\$96.00	\$96.00	\$96.00	\$96.00
	Quantity of Workers: 5				
AA.	Group 12: Wellpoint Operator	\$96.00	\$96.00	\$96.00	\$96.00
	Quantity of Workers: 5				
BB.	Group 13: Portable Asphalt Plant Operator	\$96.00	\$96.00	\$96.00	\$96.00
	Quantity of Workers: 5				
CC.	Group 14: Compressor Battery Operator	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				
DD.	Group 15: Plant Operator and Power Safety Boat	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				
EE.	Group 16: Generator Operator, Compressor Operator, Pump Operator, Welding Machine Operator.	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

	ADDITIONAL WORKERS	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
FF.	Group 17: Maintenance Engineer	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				
GG.	Group 18: Power Safety Boat, Vacuum Truck, Zim Mixer, Sweeper, (minimum for any job requiring CDL license)	\$95.00	\$95.00	\$95.00	\$95.00
	Quantity of Workers: 5				

LINE CONSTRUCTION (Includes traffic control, illumination, and maintenance and railroad construction)

	ADDITIONAL WORKERS	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
HH.	Linemen, Cable Splicer, Dynamite Man	\$124.50	\$124.50	\$124.50	\$124.50
	Quantity of Workers: 5				
II.	Heavy Equipment Operator	\$109.50	\$109.50	\$109.50	\$109.50
	Quantity of Workers: 5				
JJ.	Equipment Operator, Tractor Trailer Driver, Field Mechanic	\$106.50	\$106.50	\$106.50	\$106.50
	Quantity of Workers: 5				
KK.	Driver Groundman	\$150.00	\$150.00	\$150.00	\$150.00
	Quantity of Workers: 2				
LL.	Certified Railroad Groundman	\$185.00	\$185.00	\$185.00	\$185.00
	Quantity of Workers: 2				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

	ADDITIONAL WORKERS	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
MM.	Certified Railroad Flagman Not covered under prevailing wage requirements	\$185.00	\$185.00	\$185.00	\$185.00
	Quantity of Workers: 5				
NN.	Welder STATE CERTIFIED	\$109.50	\$109.50	\$109.50	\$109.50
	Quantity of Workers: 5				
OO.	Welder STATE CERTIFIED (PIPE)	\$109.50	\$109.50	\$109.50	\$109.50
	Quantity of Workers: 5				

5. **ADDITIONAL EQUIPMENT – Hourly** (As Specified in Exhibit A “Work Description”)

Contractor is required to indicate the number of units available and to submit price per unit at an hourly rate.

	ADDITIONAL EQUIPMENT	DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
A.	10-ton capacity boom truck (with Licensed Boom Operator) NOTE: Boom License limited to Platform Operator, State of Connecticut Crane Operator License (Hydraulic) SP950C.	\$130.00	\$130.00	\$130.00	\$130.00
	Units Available: 1				
B.	Hydraulic Jack, 50 ton (minimum) with pump	\$11.00	\$11.00	\$11.00	\$11.00
	Units Available: 5				
C.	Hydraulic Jack, 100 ton (minimum) with pump	\$12.00	\$12.00	\$12.00	\$12.00
	Units Available: 5				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
D.	Hydraulic Jack, 200 ton (minimum) with pump	\$17.00	\$17.00	\$17.00	\$17.00
	Units Available: 5				
E.	Hydraulic Jack, Pancake 50 ton (minimum) with pump	\$12.00	\$12.00	\$12.00	\$12.00
	Units Available: 5				
F.	Hydraulic Jack, Pancake 100 ton (minimum) with pump	\$13.50	\$13.50	\$13.50	\$13.50
	Units Available: 5				
G.	Hydraulic Jack, Pancake 200 ton (minimum) with pump	\$18.50	\$18.50	\$18.50	\$18.50
	Units Available: 5				
H.	200 amp @ 28 volts (minimum with 110v/30a tap) welder self-powered, portable with two (2) 100 ft. (minimum leads and/or two (2) short jumper cables and rods as required.	\$25.00	\$25.00	\$25.00	\$25.00
	Units Available: 5				
I.	Set of welding and/or cutting torches with necessary tips, hoses (100 ft. minimum) tanks & fuel	\$12.00	\$12.00	\$12.00	\$12.00
	Units Available: 10				
J.	Chipping hammer or scaling gun as required.	\$11.00	\$11.00	\$11.00	\$11.00
	Units Available: 10				
K.	Paint Sprayer 5 gallon @ 1/2 gallon Per minute (minimum)	\$18.00	\$18.00	\$18.00	\$18.00
	Units Available: 4				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
L.	Lift Platform (working height to 25 ft. minimum)	\$60.00	\$60.00	\$60.00	\$60.00
	Specify Make & Range:	JLG 3394RT Scissor Lift			
	Units Available:	1			
M.	Lift Platform (working height to 50 ft. minimum)	\$80.00	\$80.00	\$80.00	\$80.00
	Specify Make & Range:	JLG 4394RT Scissor Lift			
	Units Available:	1			
N.	Underbridge Unit with <u>Operator</u> (Snooper, Moog, etc.)	\$187.50	\$187.50	\$187.50	\$187.50
	Specify Make & Range:	TEREX-HYDRA PLATFORM HPT 1/38 TRUCK MOUNTED - UNDERBRIDGE ACCESS PLATFORM			
	Units Available:	3			
O.	Magnetic anchored drill (with bits)	\$19.00	\$19.00	\$19.00	\$19.00
	Units Available:	5			
P.	Work boat, minimum 16 ft. length, motor, fuel and Required Equipment	\$35.00	\$35.00	\$35.00	\$35.00
	Units Available:	4			
Q.	Barge, scow or floating working platform in compliance with all Coast Guard Regulations	\$35.00	\$35.00	\$35.00	\$35.00
	Units Available:	6			
R.	16 inch Chain Saw, direct drive gasoline engine	\$9.50	\$9.50	\$9.50	\$9.50
	Units Available:	4			
S.	Space Heater, 30,000 BTU minimum (including fuel)	\$9.00	\$9.00	\$9.00	\$9.00
	Units Available:	5			

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
T.	Reciprocating Saw (self-powered, with blades)	\$8.00	\$8.00	\$8.00	\$8.00
	Specify Make & Size:	STIHL SAW MODEL TS350			
	Units Available:	4			
U.	Manlift (40 ft.) 4 wheel drive	\$42.50	\$42.50	\$42.50	\$42.50
	Units Available	5			
V.	Manlift (60 ft.) 4 wheel drive	\$55.00	\$55.00	\$55.00	\$55.00
	Units Available:	2			
W.	Manlift (80 ft.) 4 wheel drive	\$100.00	\$100.00	\$100.00	\$100.00
	Units Available:	2			
X.	Air/Gas Monitor	\$9.50	\$9.50	\$9.50	\$9.50
	Units Available:	3			
Y.	Class "D" Air Supplied Respirator	\$11.00	\$11.00	\$11.00	\$11.00
	Units Available:	10			
Z.	Plasma Cutter 50 amp. 1 inch diameter	\$49.50	\$49.50	\$49.50	\$49.50
	Units Available:	1			
AA.	Four 5000 watt Portable Quartz Lights	\$19.00	\$19.00	\$19.00	\$19.00
	Units Available:	5			

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
 DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
BB.	Wheel Mounted Excavator 1 to 1-1/3 c.y. capacity, 135 HP (minimum)	\$74.00	\$74.00	\$74.00	\$74.00
	Units Available: 2				
CC.	Manlift (115 ft. 4 wheel drive)	\$175.00	\$175.00	\$175.00	\$175.00
	Units Available: 1				
DD.	Manlift (150 ft.) 4 wheel drive	\$350.00	\$350.00	\$350.00	\$350.00
	Units Available: 1				
EE.	Crane (minimum 25 ton, 150 ft. boom)	\$175.00	\$175.00	\$175.00	\$175.00
	Units Available: 1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

Purchase orders issued for one hundred thousand (\$100,000.00) or higher require payment of prevailing wages and associated provisions.

6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
(As Specified in Exhibit A-1 “Work Description”)

Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: UNDERBRIDGE UNIT WITH OPERATOR (MOOG)		\$195.00	\$195.00	\$195.00	\$195.00
Make:	MOOG MBI-180-1.75-TRAILER MOUNTED				
Size, Capacity, etc.:	1,320 lbs. Horizontal Range - 60 ft., lowering depth - 30 ft.				
Units Available:	1				
Description: UNDERBRIDGE UNIT WITH OPERATOR (ASPEN)		\$234.00	\$234.00	\$234.00	\$234.00
Make:	ASPEN A-62 BRIDGE INSPECTION UNIT				
Size, Capacity, etc.:	Horizontal Range 61.75 ft. Vertical Reach Down 67.67 ft. Vertical Reach Up 51.50 ft.				
Units Available:	2				
Description: BARGE		\$50.00	\$50.00	\$50.00	\$50.00
Make:	n/a				
Size, Capacity, etc.:	120' x 40' x 6'				
Units Available:	1				
Description: BARGE		\$54.00	\$54.00	\$54.00	\$54.00
Make:	n/a				
Size, Capacity, etc.:	100' x 45' x 9'				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
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6. **ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.**
 (As Specified in Exhibit A-1 “Work Description”)
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ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: TUG BOAT WITH OPERATOR		\$235.00	\$235.00	\$235.00	\$235.00
Make:	n/a				
Size, Capacity, etc.:	40 ft., 360 HP				
Units Available:	1				
Description: TUG BOAT WITH OPERATOR		\$285.00	\$285.00	\$285.00	\$285.00
Make:	n/a				
Size, Capacity, etc.:	55 ft., 700HP				
Units Available:	1				
Description: WORK BOAT		\$37.00	\$37.00	\$37.00	\$37.00
Make:	LOBELL - 21' CUSTOM CRAFT				
Size, Capacity, etc.:	120' x 40' x 6'				
Units Available:	1				
Description: SECTIONAL FLOAT		\$25.00	\$25.00	\$25.00	\$25.00
Make:	n/a				
Size, Capacity, etc.:	16' X 8' X 2'				
Units Available:	2				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
DESCRIPTION OF COMMODITY AND/OR SERVICES

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6. ADDITIONAL EQUIPMENT - Contractor Offered, which is not listed in Items No. 5 A through 5EE.

(As Specified in Exhibit A-1 “Work Description”)

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ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: ROUGH TERRAIN CRANE		\$185.00	\$185.00	\$185.00	\$185.00
Make:	SANY SRC865XL				
Size, Capacity, etc.:	65 U.S. TON				
Units Available:	1				
Description: TRUCK CRANE		\$87.00	\$87.00	\$87.00	\$87.00
Make:	National 500C				
Size, Capacity, etc.:	15 U.S. TON				
Units Available:	1				
Description: TRUCK CRANE		\$120.00	\$120.00	\$120.00	\$120.00
Make:	NATIONAL NBT30H-2				
Size, Capacity, etc.:	30 U.S. TON				
Units Available:	1				
Description: SKID STEER LOADER		\$35.00	\$35.00	\$35.00	\$35.00
Make:	CAT 246				
Size, Capacity, etc.:	2,150 LB, 74 HP				
Units Available:	3				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
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ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: WHEEL LOADER		\$68.75	\$68.75	\$68.75	\$68.75
Make:	CAT 930G				
Size, Capacity, etc.:	31,000LB. 164HP, 2.5CY				
Units Available:	2				
Description: WHEEL EXCAVATOR		\$77.50	\$77.50	\$77.50	\$77.50
Make:	CAT M322D				
Size, Capacity, etc.:	31,000LB. 165HP, 1.25CY				
Units Available:	1				
Description: TRI-AXLE DUMP TRUCK		\$55.00	\$55.00	\$55.00	\$55.00
Make:	INTERNATIONAL 5600				
Size, Capacity, etc.:	8 CY				
Units Available:	2				
Description: ROUGH TERRAIN LIFT		\$49.00	\$49.00	\$49.00	\$49.00
Make:	CAT TH83				
Size, Capacity, etc.:	800 LB, 41 FT				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
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ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: ALL TERRAIN HYRAULIC CRANE		\$250.00	\$250.00	\$250.00	\$250.00
Make:	GROVE GMK4090				
Size, Capacity, etc.:	90 U.S. TONS				
Units Available:	1				
Description: ALL TERRAIN HYDRAULIC CRANE		\$225.00	\$225.00	\$225.00	\$225.00
Make:	TADANO ATF 65G-4				
Size, Capacity, etc.:	65 U.S. TONS				
Units Available:	1				
Description: ROUGH TERRAIN LIFT		\$50.00	\$50.00	\$50.00	\$50.00
Make:	CAT TH560B				
Size, Capacity, etc.:	44 FT, 8,000 LBS.				
Units Available:	1				
Description: VIBRATORY ROLLER		\$25.00	\$25.00	\$25.00	\$25.00
Make:	CAT CB-224E				
Size, Capacity, etc.:	5,800 LB, 4FT				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
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ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: CRAWLER DOZER		\$75.00	\$75.00	\$75.00	\$75.00
Make:	CAT D36 XL				
Size, Capacity, etc.:	70 HP				
Units Available:	1				
Description: TRUCK MOUNTED CONCRETE PUMP		\$150.00	\$150.00	\$150.00	\$150.00
Make:	SCHWING S 20				
Size, Capacity, etc.:	63.75FT REACH, 130 CY/HR				
Units Available:	1				
Description: MINI EXCAVATOR		\$50.00	\$50.00	\$50.00	\$50.00
Make:	CAT 305.5 C-CR				
Size, Capacity, etc.:	45 HP				
Units Available:	1				
Description: 3" SUBMERSIBLE PUMP WITH HOSES		\$14.50	\$14.50	\$14.50	\$14.50
Make:	PROSSER				
Size, Capacity, etc.:	5 HP				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
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ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: ZIM-MIXER MOBILE CONCRETE MIXER		\$97.00	\$97.00	\$97.00	\$97.00
Make:	ZIMMERMAN ZM-408				
Size, Capacity, etc.:	4 TO 7 CY				
Units Available:	4				
Description: FLATBED RACK TRUCK		\$35.00	\$35.00	\$35.00	\$35.00
Make:	VOLVO				
Size, Capacity, etc.:	10 TON				
Units Available:	2				
Description: TRACTOR/LOADER/BACKHOE COMBINATION WITH HOERAM		\$67.00	\$67.00	\$67.00	\$67.00
Make:	CAT 416 WITH NPK HOERAM				
Size, Capacity, etc.:	1.25 CY				
Units Available:	1				
Description: CRAWLER MOUNTED EXCAVATOR		\$80.00	\$80.00	\$80.00	\$80.00
Make:	CAT 325				
Size, Capacity, etc.:	2 CY				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
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ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: CONCRETE CORE DRILL WITH BITS		\$32.50	\$32.50	\$32.50	\$32.50
Make:	MILWAUKEE				
Size, Capacity, etc.:	8 HP				
Units Available:	4				
Description: PLATE COMPACTOR		\$10.00	\$10.00	\$10.00	\$10.00
Make:	WACKER				
Size, Capacity, etc.:	15"				
Units Available:	2				
Description: AIR COMPRESSOR		\$43.00	\$43.00	\$43.00	\$43.00
Make:	ATLAS COMPCO XAS-375				
Size, Capacity, etc.:	375 CFM				
Units Available:	2				
Description: HYDRAULIC CHAIN SAW		\$22.00	\$22.00	\$22.00	\$22.00
Make:	STANLEY				
Size, Capacity, etc.:	30"				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
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ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: HYDRAULIC CONCRETE SAW		\$21.00	\$21.00	\$21.00	\$21.00
Make:	RGC				
Size, Capacity, etc.:	14"				
Units Available:	1				
Description: HYDRAULIC CUTOFF SAW		\$20.00	\$20.00	\$20.00	\$20.00
Make:	RGC				
Size, Capacity, etc.:	12"				
Units Available:	1				
Description: HYDRAULIC POWER PACK		\$18.00	\$18.00	\$18.00	\$18.00
Make:	RGC				
Size, Capacity, etc.:					
Units Available:	1				
Description: UNDERWATER CUTTING AND WELDING RIG		\$40.00	\$40.00	\$40.00	\$40.00
Make:	BROCO				
Size, Capacity, etc.:	200" RIG				
Units Available:	1				

BRIDGE MAINTENANCE – STRUCTURAL STEEL, CLEAN AND PAINT
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 (As Specified in Exhibit A-1 “Work Description”)
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ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: PORTABLE HAND WASH TRAILER		\$25.00	\$25.00	\$25.00	\$25.00
Make:	CREATIVE MOBILE SYSTEMS, INC.				
Size, Capacity, etc.:	MOBILE HAND AND EYE WASH TRAILER				
Units Available:	2				
Description: MOBILE DECONTAMINATION TRAILER		\$45.00	\$45.00	\$45.00	\$45.00
Make:	CREATIVE MOBILE SYSTEMS, INC.				
Size, Capacity, etc.:	615 Decontamination Trailer				
Units Available:	2				

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(As Specified in Exhibit A-1 “Work Description”)

Equipment will be used to supplement the various bridge repair units.

ADDITIONAL EQUIPMENT		DISTRICT 1 HOURLY RATE	DISTRICT 2 HOURLY RATE	DISTRICT 3 HOURLY RATE	DISTRICT 4 HOURLY RATE
Description: VIBRATORY PILE HAMMER WITH HYRAULIC POWER PACK		\$64.00	\$64.00	\$64.00	\$64.00
Make:	ICE 216				
Size, Capacity, etc.:	40 TON				
Units Available:	1				
Description: VIBRATORY PILE HAMMER WITH HYRAULIC POWER PACK		\$92.00	\$92.00	\$92.00	\$92.00
Make:	ICE 416				
Size, Capacity, etc.:	80 TON				
Units Available:	1				
Description: AIR ARCAIR		\$20.00	\$20.00	\$20.00	\$20.00
Make:	ARCAIR				
Size, Capacity, etc.:					
Units Available:	2				
Description: HEPA VAC- WET/DRY VACUUM		\$5.00	\$5.00	\$5.00	\$5.00
Make:	CS UNITEC - CS 1445 H				
Size, Capacity, etc.:	9 GAL, 130 CFM, AIR FLOW				
Units Available:	3				



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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

Civil Penalties – Up to \$2,000 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 possible consequences of their violations may also be subject to civil penalties of up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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.

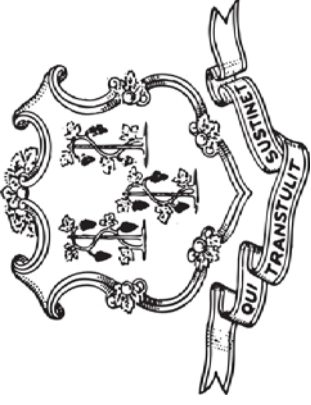
“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

Contract # **17PSX0249**
B - New 10/2/15

EXHIBIT D
STANDARD WAGE RATES

Information concerning Section 31-57f of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.

Questions concerning Standard Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.



Opportunity ★ Guidance ★ Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

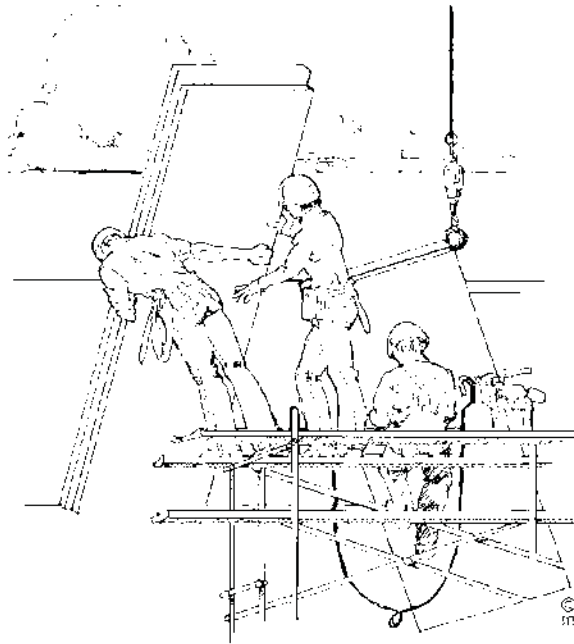
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

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

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

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

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

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

_____ (Signature) _____ (Title) _____ Submitted on (Date)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

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

*IF REQUIRED

[\(Return to TOC\)](#) [\(Return to Chapters\)](#) [\(Return to Titles\)](#)

Sec. 31-53. Construction, alteration or repair of public works projects by state or political subdivision; wage rates; certified payroll. Penalties for violations.

(a) Each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

(b) Any person who knowingly or wilfully employs any mechanic, laborer or workman in the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project for or on behalf of the state or any of its agents, or any political subdivision of the state or any of its agents, at a rate of wage on an hourly basis which is less than the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed, remodeled, refinished, refurbished, rehabilitated, altered or repaired, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, or in lieu thereof to the employee, as provided by subsection (a), shall be fined not less than two thousand five hundred dollars but not more than five thousand dollars for each offense and (1) for the first violation, shall be disqualified from bidding on contracts with the state or any political subdivision until the contractor or subcontractor has made full restitution of the back wages owed to such persons and for an additional six months thereafter and (2) for subsequent violations, shall be disqualified from bidding on contracts with the state or any political subdivision until the contractor or subcontractor has made full restitution of the back wages owed to such persons and for not less than an additional two years thereafter. In addition, if it is found by the contracting

officer representing the state or political subdivision thereof that any mechanic, laborer or workman employed by the contractor or any subcontractor directly on the site for the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as required by this section, the state or contracting political subdivision thereof may (A) by written notice to the contractor, terminate such contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the state or the contracting political subdivision for any excess costs occasioned the state or the contracting political subdivision thereby or (B) withhold payment of money to the contractor or subcontractor. The contracting department of the state or the political subdivision thereof shall within two days after taking such action notify the Labor Commissioner in writing of the name of the contractor or subcontractor, the project involved, the location of the work, the violations involved, the date the contract was terminated, and steps taken to collect the required wages.

(c) The Labor Commissioner may make complaint to the proper prosecuting authorities for the violation of any provision of subsection (b).

(d) For the purpose of predetermining the prevailing rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), in each town where such contract is to be performed, the Labor Commissioner shall (1) hold a hearing at any required time to determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each person to any employee welfare fund, as defined in subsection (h), upon any public work within any specified area, and shall establish classifications of skilled, semiskilled and ordinary labor, or (2) adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the Secretary of Labor of the United States under the provisions of the Davis-Bacon Act, as amended.

(e) The Labor Commissioner shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection (h), in each locality where any such public work is to be constructed, and the agent empowered to let such contract shall contact the Labor Commissioner, at least ten but not more than twenty days prior to the

date such contracts will be advertised for bid, to ascertain the proper rate of wages and amount of employee welfare fund payments or contributions and shall include such rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), or in lieu thereof the amount to be paid directly to each employee for such payment or contributions as provided in subsection (a) for all classifications of labor in the proposal for the contract. The rate of wage on an hourly basis and the amount of payment or contributions to any employee welfare fund, as defined in subsection (h), or cash in lieu thereof, as provided in subsection (a), shall, at all times, be considered as the minimum rate for the classification for which it was established. Prior to the award of any contract subject to the provisions of this section, such agent shall certify in writing to the Labor Commissioner the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts. Upon the award of any contract subject to the provisions of this section, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract.

(f) Each employer subject to the provisions of this section or section 31-54 shall (1) keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such employees or employee welfare funds under this section or section 31-54, and (2) submit monthly to the contracting agency a certified payroll which shall consist of a complete copy of such records accompanied by a statement signed by the employer which indicates that (A) such records are correct; (B) the rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection (d) of this section, and not less than those required by the contract to be paid; (C) the employer has complied with the provisions of this section and section 31-54; (D) each such employee is covered by a workers'

compensation insurance policy for the duration of his employment, which shall be demonstrated by submitting to the contracting agency the name of the workers' compensation insurance carrier covering each such employee, the effective and expiration dates of each policy and each policy number; (E) the employer does not receive kickbacks, as defined in 41 USC 52, from any employee or employee welfare fund; and (F) pursuant to the provisions of section 53a-157a, the employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. This subsection shall not be construed to prohibit a general contractor from relying on the certification of a lower tier subcontractor, provided the general contractor shall not be exempted from the provisions of section 53a-157a if he knowingly relies upon a subcontractor's false certification. Notwithstanding the provisions of section 1-210, the certified payroll shall be considered a public record and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-212. The provisions of sections 31-59(a), 31-59(b), 31-66 and 31-69 which are not inconsistent with the provisions of this section or section 31-54 shall apply to this section. Failing to file a certified payroll pursuant to subdivision (2) of this subsection is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both.

(g) The provisions of this section shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars.

(h) As used in this section, section 31-54 and section 31-89a, "employee welfare fund" means any trust fund established by one or more employers and one or more labor organizations or one or more other third parties not affiliated with the employers to provide from moneys in the fund, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan; provided such term shall not include any such fund where the trustee, or all of the trustees, are subject to supervision by the Commissioner of Banking of this state or any other state or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System, and "benefits under an employee welfare plan"

means one or more benefits or services under any plan established or maintained for employees or their families or dependents, or for both, including, but not limited to, medical, surgical or hospital care benefits; benefits in the event of sickness, accident, disability or death; benefits in the event of unemployment, or retirement benefits.

(1949 Rev., S. 7372; March, 1950, S. 3018d, 3019d; 1961, P.A. 486, S. 1; 1963, P.A. 240, S. 1; 1967, P.A. 494, S. 1; P.A. 73-566, S. 1; P.A. 75-90, S. 1, 2; P.A. 77-442; 77-614, S. 161, 610; P.A. 79-325; P.A. 80-482, S. 200, 348; P.A. 83- 537, S. 2; P.A. 85-355, S. 1-3; P.A. 87-9, S. 2, 3; P.A. 91-74, S. 1; 91-407, S. 40, 42; P.A. 93-392, S. 1; 93-435, S. 65, 95; P.A. 97-263, S. 14.)

History: 1961 act added provisions re political subdivision and employee welfare funds and added Subsecs. (f) and (g) re records and schedules which must be kept and re inapplicability of provisions where total cost of work is less than five thousand dollars; 1963 act substituted "alteration" for "remodeling" and "public works project" for references to public buildings; 1967 act added Subsec. (h) defining "employee welfare fund" and "benefits under an employee welfare plan" and substituted references to Subsec. (h) for references to Sec. 31-78; P.A. 73-566 amended Subsec. (b) to add provisions re termination of contract when discovery is made that employees are being paid less than the amount required under contract; P.A. 75-90 added references to remodeling, refurnishing, refurbishing and rehabilitation of projects in Subsecs. (a), (b) and (g); P.A. 77-442 added Subdiv. (2) in Subsec. (d) requiring commissioner to adopt and use appropriate and applicable prevailing wage rate determinations made by U.S. Secretary of Labor; P.A. 77-614 replaced bank commissioner with banking commissioner within the department of business regulation and made banking department the division of banking within that department, effective January 1, 1979; P.A. 79-325 replaced former provisions of Subsec. (g) which had rendered section inapplicable where total cost of project is less than fifty thousand dollars with provision rendering provisions inapplicable to new construction projects where total cost is less than fifty thousand dollars and to remodeling, refinishing etc. projects where total cost is less than ten thousand dollars; P.A. 80-482 restored banking division as independent department with commissioner as its head following abolition of business regulation department; P.A. 83-537 amended Subsec. (e) to require the local agent to contact the labor commissioner, to ascertain proper wage rates and payment levels, at least ten but not more than twenty days prior to putting the contract out to bid; P.A. 85-355 amended Subsec. (e) to require the agent to certify the

total cost of work to be done on the public works project, and to require the contractor to certify the pay scale to be used on the project after having been awarded the contract and amended Subsec. (g) to make the prevailing wage requirements inapplicable to projects costing less than two hundred thousand dollars if new construction, or to projects costing less than fifty thousand dollars if remodeling; pursuant to P.A. 87-9 "banking commissioner" was changed editorially by the Revisors to "commissioner of banking"; P.A. 91-74 made a technical change in Subsec. (a), amended Subsec. (b) to increase fines from one hundred dollars to not less than two thousand five hundred dollars but not more than five thousand dollars and amended Subsec. (g) by changing the cost thresholds from two hundred thousand dollars to four hundred thousand dollars and from fifty thousand dollars to one hundred thousand dollars; P.A. 91-407 changed effective date of P.A. 91-74 from October 1, 1991, to July 1, 1991; P.A. 93-392 deleted reference to Sec. 51-53 in Subsec. (a) and added Subdiv. (2) in Subsec. (f) requiring employers subject to the state prevailing wage laws to file weekly certified payrolls with the contracting public agency and designating such certified payrolls as public records; P.A. 93-435 made technical change in Subsec. (a) to reinstate language in existence prior to amendment made by P.A. 93-392, effective June 28, 1993; P.A. 97-263 amended Subsec. (b) to add Subdivs. (1) and (2) disqualifying bidders from bidding on contracts with the state until certain requirements are met and to add provision permitting the withholding of payment of money to the contractor or subcontractor, amended Subsec. (d) to change "employee" to "person", amended Subsec. (f) to require monthly submission of certified payroll and to make failure to file a certified payroll a class D felony, and amended Subsec. (h) by redefining "employee welfare fund" to include one or more other third parties not affiliated with the employers.

See Sec. 7-112 re applicability of section to construction, remodeling or repair of public buildings by state agencies and political subdivisions of the state.

See Sec. 31-53a re (1) payments to mechanics, laborers and workmen from accrued payments withheld under the terms of a contract terminated pursuant to subsection (b) of this section, and their right of action and intervention, (2) the Labor Commissioner's duty to prepare and distribute lists of persons or firms found to be in violation of this section or barred from federal contracts pursuant to the Davis-Bacon Act, and (3) limitation on awarding of contracts to such persons or firms.

Where an employee is working under a contract which violates the statute or

fails to provide for pay at least equal to the prevailing wages as fixed by the board, the state is in no position to claim that, if he is injured, compensation should not be based on the prevailing wage as so determined. 135 C. 498.

Cited. 223 C. 573, 574, 578, 580, 582–587, 591–594.

Cited. 36 CA 29, 32, 38–40.

Subsec. (a):

Cited. 223 C. 573, 581, 583, 585.

Cited. 36 CA 29, 38, 40.

Subsec. (b):

Cited. 223 C. 573, 583, 585.

Cited. 36 CA 29, 30.

Subsec. (d):

Cited. 223 C. 573, 584, 587, 590.

Subsec. (e):

Cited. 223 C. 573, 584, 585.

Subsec. (f):

Cited. 223 C. 573, 581, 584, 585, 592–594.

Subsec. (h):

Cited. 44 CA 397.

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											WEEKLY PAYROLL					Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109									
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											CONTRACTOR NAME & ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472					SUBCONTRACTOR NAME & ADDRESS: XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER: Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09				
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS									Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY					
															FEDERAL	STATE	LIST OTHER								
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	Per Hour 1 through 6 (see back)	FICA	WITH-HOLDING	WITH-HOLDING	LIST OTHER								
			Trade License Type & Number - OSHA 10 Certification Number	S	M	T	W	TH	F	S															
				HOURS WORKED EACH DAY																					
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456	20	21	22	23	24	25	26	S-TIME 40	\$ 30.75	1. \$ 5.80	\$1,582.80				P-xxx	\$1,582.80	#123					
										Base Rate		2. \$	3. \$ 2.01								\$ xxx.xx				
										O-TIME		4. \$													
										\$ 8.82		5. \$													
										Cash Fringe		6. \$													
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567	20	21	22	23	24	25	26	S-TIME 40	\$ 19.99	1. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124					
										Base Rate		2. \$	3. \$								\$ xxx.xx				
										O-TIME		4. \$													
										\$ 16.63		5. \$													
										Cash Fringe		6. \$													
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager	20	21	22	23	24	25	26	S-TIME 8	\$	1. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		xxx.xx					
										Base Rate		2. \$	3. \$												
										O-TIME		4. \$													
										\$		5. \$													
										Cash Fringe		6. \$													
				20	21	22	23	24	25	26	S-TIME	\$	1. \$												
										Base Rate		2. \$	3. \$												
										O-TIME		4. \$													
										\$		5. \$													
										Cash Fringe		6. \$													

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09

I, Robert Craft of XYZ Corporation, (hereafter known as
Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

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

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

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

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

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

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

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

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

**Minimum Rates and Classifications
for Heavy/Highway Construction**

**Connecticut Department of Labor
Wage and Workplace Standards Division**

ID#: H 24605

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 17PSX0249

Project Town: Statewide

FAP Number:

State Number:

Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

CLASSIFICATION	Hourly Rate	Benefits
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01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker	33.79	34% + 8.96
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1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	31.66
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2) Carpenters, Piledrivermen	32.60	25.34
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As of:

Tuesday, April 03, 2018

Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

2a) Diver Tenders	32.60	25.34
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3) Divers	41.06	25.34
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03a) Millwrights	33.14	25.74
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	48.55	20.45
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4a) Painters: Brush and Roller	32.72	20.45
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4b) Painters: Spray Only	35.72	20.45
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4c) Painters: Steel Only	34.72	20.45
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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

4d) Painters: Blast and Spray 35.72 20.45

4e) Painters: Tanks, Tower and Swing 34.72 20.45

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 39.15 25.17+3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 35.47 33.39 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 41.62 30.36

---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 29.25 19.50

Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	29.50	19.50
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10) Group 3: Pipelayers	29.75	19.50
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	29.75	19.50
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12) Group 5: Toxic waste removal (non-mechanical systems)	31.25	19.50
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13) Group 6: Blasters	31.00	19.50
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Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	30.25	19.50
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Group 8: Traffic control signalmen	16.00	19.50
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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

Group 9: Hydraulic Drills	29.30	18.90
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---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	19.50 + a
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13b) Brakemen, Trackmen	31.28	19.50 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	31.28	19.50 + a
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15) Form Erectors	31.60	19.50 + a
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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	19.50 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	19.50 + a
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18) Miners	32.22	19.50 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

18a) Blaster	38.53	19.50 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	19.50 + a
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As of:

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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	19.50 + a
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21) Mucking Machine Operator	39.11	19.50 + a
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---TRUCK DRIVERS---(*see note below)

Two axle trucks	29.13	22.32 + a
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Three axle trucks; two axle ready mix	29.23	22.32 + a
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Three axle ready mix	29.28	22.32 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	22.32 + a
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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

Four axle ready-mix	29.38	22.32 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.58	22.32 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	22.32 + a
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---POWER EQUIPMENT OPERATORS---		
<hr/>		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.30	24.05 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.98	24.05 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.24	24.05 + a
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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper) 37.85 24.05 + a

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell) 37.26 24.05 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 37.26 24.05 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 36.95 24.05 + a

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel). 36.61 24.05 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 36.21 24.05 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). 35.78 24.05 + a

As of:

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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 33.74 24.05 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 33.74 24.05 + a

Group 12: Wellpoint Operator. 33.68 24.05 + a

Group 13: Compressor Battery Operator. 33.10 24.05 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 31.96 24.05 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 31.55 24.05 + a

Group 16: Maintenance Engineer/Oiler 30.90 24.05 + a

As of:

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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.21	24.05 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	32.79	24.05 + a
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**NOTE: SEE BELOW

---LINE CONSTRUCTION---(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

23) Driver Groundmen	26.50	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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As of:

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Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

28) Material Men, Tractor Trailer Drivers, Equipment Operators 35.04 6.5% + 10.45

Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of:

Tuesday, April 03, 2018

Project: Bridge Maintenance Structural Steel, Clean And Paint Throughout The State Of Connecticut

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of:

Tuesday, April 03, 2018