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<u>Note:</u> This Table of Contents has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this Table of Contents shall not be considered part of the contract.

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Rev. Date 06-09-17

### November 22, 2017 FEDERAL AID PROJECT NO. 1036(004) STATE PROJECT NO. 036-195

#### OPERATIONAL IMPROVEMENTS ON ROUTE 34 AT DERBY-MILFORD ROAD

City of Derby

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, 2016, as revised by the Supplemental Specifications dated July 2017 (otherwise referred to collectively as "ConnDOT Form 817") is hereby made part of this contract, as modified by the Special Provisions contained herein. Form 817 is available at the following DOT website http://www.ct.gov/dot/cwp/view.asp?a=3609&g=430362. The current edition of the State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available at the following DOT website link http://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258. The Special Provisions relate in particular to the Operational Improvements on Route 34 at the Derby-Milford Road in the city of Derby.

### **CONTRACT TIME AND LIQUIDATED DAMAGES**

A total of <u>Two Hundred and Seventy-Four</u> (274) calendar days will be allowed for completion of all work on this Contract.

Two Hundred and Forty-Four (244) calendar days will be allowed for completion of all work, excluding the planting and the liquidated damages charge to apply will be Two Thousand One Hundred Dollars (\$2,100) per calendar day.

In addition, starting on <u>April 1, 2019</u>, <u>Thirty</u> (30) calendar days will be allowed for the completion of the planting and the liquidated damages charge to apply will be Two Thousand One Hundred Dollars (\$2,100) per calendar day that the planting work remains incomplete.

## NOTICE TO CONTRACTOR – PRE-BID QUESTIONS AND ANSWERS

Questions pertaining to DOT advertised construction projects must be presented through the CTDOT Pre-Bid Q and A Website. The Department cannot guarantee that all questions will be answered prior to the bid date. PLEASE NOTE - at 9:00 am Monday (i.e. typical Wednesday Bid Opening) the project(s) being bid will be closed for questions, at which time questions can no longer be submitted through the Q and A Website.

Answers may be provided by the Department up to 12:00 noon, the day before the bid. At this time, the Q and A for those projects will be considered final, unless otherwise stated and/or the bid is postponed to a future date and time to allow for further questions and answers to be posted.

If a question needs to be asked the day before the bid date, please contact the Contracts Unit staff and email your question to <a href="dotto:d

Contractors must identify their company name, contact person, contact email address and phone number when asking a question. The email address and phone number will not be made public.

The questions and answers (if any) located on the Q and A Website are hereby made part of the bid/contract solicitation documents (located on the State Contracting Portal), and resulting contract for the subject project(s). It is the bidder's responsibility to monitor, review, and become familiar with the questions and answers, as with all bid requirements and contract documents, prior to bidding. By signing the bid proposal and resulting contract, the bidder acknowledges receipt of, and agrees to the incorporation of the final list of Q and A, into the contract document.

Contractors will not be permitted to file a future claim based on lack of receipt, or knowledge of the questions and answers associated with a project. All bidding requirements and project information, including but not limited to contract plans, specifications, addenda, Q and A, Notice to Contractors, etc., are made public on the State Contracting Portal and/or the CTDOT website.

# NOTICE TO CONTRACTOR – CONSTRUCTION CONTRACTOR DIGITAL SUBMISSIONS

Upon execution of the Contract, the Contractor acknowledges and agrees that contractual submittals for this Project shall be submitted and handled through a system of paperless electronic means as outlined in the special provision for Section 1.05 herein.

Shop drawings, working drawings, and product data shall be created, digitally signed and delivered by the Contractor in accordance with the Department's <u>Contractor Digital Submission Manual</u> (CDSM). The Department and the Contractor shall use Bentley System's "ProjectWise Deliverables Management" to deliver and track such submittals. Other deliverables that are required by other special provisions shall be similarly submitted.

Access credentials will be provided by the Department. Contact information and routing details, such as email addresses, will also be provided.

The Department shall not be held responsible for delays, lack of processing or response to submittals that do not follow the specified guidelines in the CDSM.

# NOTICE TO CONTRACTOR – FEDERAL WAGE DETERMINATIONS (Davis Bacon Act)

The following Federal Wage Determinations are applicable to this Federal- Aid contract and are hereby incorporated by reference. During the bid advertisement period, it is the bidder's responsibility to obtain the latest Federal wage rates from the US Department of Labor website, as may be revised 10 days prior to bid opening. Any revisions posted 10 days prior to the bid opening shall be the wage determinations assigned to this contract.

Check Applicable	WD#	<b>Construction Type</b>	Counties
WD# (DOT			
Use Only)			
X	CT1	Highway	Fairfield, Litchfield, Middlesex, New Haven,
A			Tolland, Windham
	CT2	Highway	New London
	CT3	Highway	Hartford
	CT5	Heavy Dredging (Hopper	Fairfield, Middlesex, New Haven, New
		Dredging)	London
	CT6	Heavy Dredging	Statewide
	CT13	Heavy	Fairfield
	CT14	Heavy	Hartford
	CT15	Heavy	Middlesex, Tolland
	CT16	Heavy	New Haven
	CT17	Heavy	New London
	CT26	Heavy	Litchfield, Windham
	CT18	Building	Litchfield
	CT19	Building	Windham
	CT20	Building	Fairfield
	CT21	Building	Hartford
	CT22	Building	Middlesex
	CT23	Building	New Haven
	CT24	Building	New London
	CT25	Building	Tolland
	CT4	Residential	Litchfield, Windham
	CT7	Residential	Fairfield
	CT8	Residential	Hartford
	CT9	Residential	Middlesex
	CT10	Residential	New Haven
	CT11	Residential	New London
	CT12	Residential	Tolland

The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website (<a href="http://www.wdol.gov/dba.aspx">http://www.wdol.gov/dba.aspx</a>) as may be revised 10 days prior to bid opening. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents. These

applicable Federal wage rates will be incorporated in the final contract document executed by both parties.

If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

To obtain the latest Federal wage rates, go to the US Department of Labor website (link above). Under Davis-Bacon Act, choose "Selecting DBA WDs" and follow the instruction to search the latest wage rates for the State, County and Construction Type.

# NOTICE TO CONTRACTOR – EXTENDED PLANTING TIME

The Contractor is advised that given the Limitation of Operations and allocated contract time, thirty (30) calendar days will be allowed for the completion of the plantings post winter shut down, starting April 1, 2019. Liquidated Damages will apply should the planting work remain incomplete post thirty (30) calendar days of extended planting time. Refer to the Contract Time and Liquidated Damages page for additional detail.

## NOTICE TO CONTRACTOR – TEMPORARY 6' CHAIN LINK FENCE

The Contractor is advised that the temporary 6' Chain Link Fence shall be installed prior to removing the existing chain link fence at the following residential location as directed by the Engineer.

Austin T. Mattutini 1 Derby-Milford Road Derby, CT 06418 Phone: 203-734-0417

The temporary fence is required to be installed prior to the removal of the existing fence for the protection of the property owner, his pet as well as the protection of the Contractor. The Contractor will be required to coordinate with the property owner the acceptable time to both parties when the temporary chain link fence can be installed. Temporary Chain Link Fence will be paid under the Item #0913068A – Temporary 6' Chain Link Fence.

# NOTICE TO CONTRACTOR – GLOBAL POSITIONING SYSTEM (GPS) COORDINATES FOR SIGNS

The Contractor shall obtain and provide to the Engineer sign installation data, including Global Positioning System (GPS) latitude and longitude coordinates, for all new State owned and maintained signs. The Engineer shall forward the sign data to the Division of Traffic Engineering for upload into the Highway Sign Inventory and Maintenance Management Program (SIMS). Contact Mr. Barry A. Schilling at (860) 594-2769 of the Division of Traffic Engineering regarding any SIMS or GPS questions. Refer to the special provision for Section 12.00 General Clauses For Highway Signing.

## NOTICE TO CONTRACTOR – TRAFFIC SIGNALS

The Contractor is hereby notified that certain conditions pertaining to the installation of new signals and maintenance of traffic signal operations are required when relevant, as part of this contract.

#### Qualified/Unqualified Workers

**U.S. Department of Labor** 

Occupational Safety & Health Administration (OSHA) www.osha.gov

Part Number 1910

Part Title Occupational Safety & Health Administration

Subpart S

Subpart Title Electrical Standard Number 1910.333

Title Selection and use of work practices

Completion of this project will require Contractor employees to be near overhead utility lines. All workers and their activities when near utility lines shall comply with the above OSHA regulations. In general, unqualified workers are not allowed within 10 feet of overhead, energized lines. It is the contractor's responsibility to ensure that workers in this area are qualified in accordance with OSHA regulations.

The electric distribution company is responsible to provide and install all necessary anchors and guy strands on utility poles. It is the Contractors responsibility to coordinate with the utility company to ensure proper placement of the anchor.

The Controller Unit (CU) shall conform to the current edition of the Functional Specifications for Traffic Control Equipment. The Functional Specifications require the CU meet NEMA Standard Publication No. TS2-1992 Type 2. The Functional Specifications are available on the Departments' web site <a href="http://www.ct.gov/dot/site/default.asp">http://www.ct.gov/dot/site/default.asp</a>, click on "Doing Business with CONNDOT", under Engineering Resources click on "Traffic Engineering", Scroll down to Traffic Documents click on "Functional\_Specifications\_for\_Traffic\_Control\_Equip.pdf".

Utility poles cannot be double loaded without proper guying.

The contractor will be held liable for all damage to existing equipment resulting from his or his subcontractor's actions. A credit will be deducted from monies due the Contractor for all maintenance calls responded to by Department of Transportation personnel.

All existing traffic appurtenances, in particular steel span poles, controller cabinets and pedestals shall be removed from the proposed roadway prior to excavation. The Contractor shall work with the utility companies to either relocate or install all traffic signal appurtenances prior to the roadway reconstruction.

The Contractor must install permanent or temporary spans in conjunction with utility company relocations. He then must either install the new signal equipment and controller or relocate the existing equipment.

The 30 Day Test on traffic control equipment, as specified in Section 10.00, Article 10.00.10 - TESTS, will not begin until the items listed below are delivered to the Department of Transportation, Traffic Signal Lab in Rocky Hill.

Five (5) sets of cabinet wiring diagrams. Leave one set in the controller cabinet. All spare load switches and flash relays.

# NOTICE TO CONTRACTOR – SPAN WIRES, SPAN POLES AND SPAN POLE FOUNDATIONS

The Contractor is notified that the Contract includes special provisions for the span wire, steel span pole, and span pole foundation items that require the submittal of working drawings and calculations for each span wire structure configuration.

## NOTICE TO CONTRACTOR – UTILITY GENERATED SCHEDULE

The attached project specific utility work schedules were provided to the Connecticut Department of Transportation (Department) by the utility companies regarding their identified work on this project.

The utility scheduling information is provided to assist the Contractor in scheduling its activities. However, the Department does not ensure its accuracy and Section 1.05.06 of the Standard Specifications still is in force.

The utility scheduling information shall be incorporated into the Contractor's pre-award schedule in accordance with the Department's Bidding and Award Manual and Section 1.05.08 of the Contract.

After award, the Contractor shall conduct a utility coordination meeting or meetings to obtain contemporaneous scheduling information from the utilities prior to submitting its baseline schedule to the Department in accordance with Section 1.05.08 of the Contract.

The Contractor shall incorporate the contemporaneous utility scheduling information into its baseline schedule submittal. The baseline schedule shall include Contractor predecessor and successor activities to the utility work in such detail as acceptable to the Engineer.

rev. 5/20/2013		TILITY WOR	K SCHEDOLE		
CTDOT Project Numbe	er: 3	36-195	Town:	Derby	
Project Description:		and and cable t	o attach to new p	oole line	
CTDOT Utilities Engine	eer:			Control (Inc.)	
Phone:			Email:		
		-			
Jtility Company:	Comcast				104
Prepared By:	Rich Guy		Date Prep	ared:	10/2/2017
	146 ex 5783		Email:		uy2@comcast.com
		Scope	of Work		
The following describes the lirestrictions on curvivors, open	vill run new str Derby-Milford pole # 870 Ne Spe miting factors that uges, limitations on	rand and cable Rd. Also delash w Haven Rd  cial Considerat must be planned for customer service int	ions and Constra	poles set on to relocate !	New Haven Rd, NODE at pole # 395
environmental shutdown peri	ods, long lead mate	erial procurements, e	etc	**	00.000

		UTILITY WORK SCHEDULE	СНЕDULE	
CTDOT Project Number:		36-195		
Utility Company:	Comcast			
Prepared By:	Rich Guy		Total Calendar Days:	5
		Schedule		
The following schedule identifin stationing on the CTDOT plans. required to complete the utility	es each major activity . All activities identify y work activity based	The following schedule identifies each major activity of utility work in sequential order to be performed by the tattioning on the CTDOT plans. All activities identify the predecessor activity which must be completed before equired to complete the utility work activity based on historical information and production rates.	The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of calendar days required to complete the utility work activity based on historical information and production rates.	entified by the baseline number of calendar days
Location (Station to Station)	Des	Description of Utility Work Activity	Predecessor Activity	Duration (calendar days)
ole # 395 to pole # 172	New strand an	New strand and cable splice wreakout existing	will complete on notification Eversource complete	1
pole 870 to pole 395	Delash and rel	Delash and relash fiber to move Node	will complete on notification Eversource complete	1
pole 395 to pole 390		New strand and cable splice wreakout existing	will complete on notification Eversource complete	1
pole395 to pole 400	New strand an	New strand and cable splice wreakout existing	will complete on notification Eversource complete	1
pole 400 to pole 651	New strand an	New strand and cable splice wreakout existing	will complete on notification Eversource complete	1

rev. 5/20/2013			UTILITY WORK	<b>SCHEDOLE</b>		
CTDOT Projec	t Numbe	r:	36-195	Town:	Derby	
Project Descri	iption:	36-0195 F	Rt.34 Derby			
CTDOT Utilitie	es Engine	er:	Greg Chhabra			
Phone: (8	60)594-3	268		Email:	greg.	chhabra@ct.gov
	-					
<b>Utility Compa</b>	iny:	Frontier C	Communications			
Prepared By:		Matt Reill	у	Date Pre	oared:	5/5/2016
Phone: (2	03) 383-	6731		Email:	matthe	ew.reilly@ftr.com
			Scope of	f Work		

The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.

Place 8 new poles

Place 6 new Anchors

Place 5 new down guys

Remove 5 down guys

Remove 5 anchors

Remove 8 poles

Place new copper cable

Cutover/Splice new copper cable

Remove copper cable

Place 2 overhead guy across 34

Shift attachments at 10 poles

#### **Special Considerations and Constraints**

The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..

Frontier requires final grade to be within 1' before poles/anchors are set.

Frontier requires necessary road markings (edge of curb, sidewalk etc) to be marked in field prior to pole/anchor placement

These plans are based on plans provided. Actual conditions may require changes to proposed changes and work schedule. All schedules are based on the availability of work crews, delays may occur due to customer demand. Contractor to provide two week lead time for each occurance. If Frontier forces are delayed for reasons other than their own and have to pull off the job site, another 2 week lead time is required.

	UTILITY WORK SCHEDULE	нериге	
CTDOT Project Number:	r: 36-195		
Utility Company:	Frontier Communications		
Prepared By:	Matt Reilly	Total Calendar Days:	3.75
	Schedule		
The following schedule identifi stationing on the CTDOT plans. required to complete the utility	The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of calendar days required to complete the utility work activity based on historical information and production rates.	utility or its contractor. The location of each activity of work is ider a utility work activity may progress. The duration provided is the n	ntifled by the baseline number of calendar days
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (calendar days)
Sta 105+80 Left (34)	Place 45/1 pole (P-398)	Final grade	0.5
Sta 105+80 Left (34)	Place new anchor (P-398)	Pole set	0.25
Sta 105+80 Left (34)	Place new down guy (P-398)	anchor set	0.25
Sta 105+80 Left (34)	Shift 6 attachments & terminal (P-398)	pole , anchors, dg set & other utilities shifted	0.5
Sta 105+80 Left (34)	Remove Pole (P-398)	All attachments shifted	0.25
Sta 12+60 Left (DM)	Place 45/2 pole (P-650)	Final grade	0.5
Sta 12+60 Left (DM)	Shift 1 attachment & 1 terminal (P-650)	Pole set	0.25
Sta 12+60 Left (DM)	Remove Pole (P-398)	All attachments shifted	0.25
Sta 106+45 Right (34)	Place 45/2 pole (P-397S)	Final grade	0.5
Sta 106+45 Right (34)	Place new anchor (P-397S)	Pole set	0.25
Sta 106+45 Right (34)	Place new down guy (P-397S)	anchor set	0.25

	UTILITY WORK SCHEDULE	CHEDULE	
CTDOT Project Number:	r: 36-195		
Utility Company:	Frontier Communications		
Prepared By:	Matt Reilly	Total Calendar Days:	4.5
	Schedule		
The following schedule identifi stationing on the CTDOT plans. required to complete the utility	The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of calendar days required to complete the utility work activity based on historical information and production rates.	e utility or its contractor. The location of each activity of work is identi e a utility work activity may progress. The duration provided is the nur	tified by the baseline imber of calendar days
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (calendar days)
Sta 106+45 Right (34)	Place new overhead guy (P-398 from P-397)	anchor/dg set	6.5
Sta 106+45 Right (34)	Remove Pole (P-397)	All attachments shifted	0.25
Sta 106+50 Left (34)	Place 45/1 pole (P-397)	Final grade	0.5
Sta 106+50 Left (34)	Shift 6 attachments (P-397)	pole set & other utilities shifted Stub P 397S set with anchor & dg	0.5
Sta 106+50 Left (34)	Remove Pole (P-398)	All attachments shifted	0.25
Sta 107+80 Left (34)	Place 45/2 pole (P-395)	Final grade	0.5
Sta 107+80 Left (34)	Place 3 new anchors (P-395)	Pole set	5.0
Sta 107+80 Left (34)	Place 3 new down guys (P-395)	anchor set	0.5
Sta 107+80 Left (34)	Shift 6 attachments & terminal (P-395)	pole , anchors, dg set & other utilities shifted	9:0
Sta 107+80 Left (34)	Remove Pole (P-395)	All attachments shifted	0.25
Sta 17+50 Right (Sent)	Sta 17+50 Right (Sent) Shift 1 attachment (P-1726)	Pole set	0.25

	UTILITY WORK SCHEDULE	СНЕВИГЕ	
CTDOT Project Number:	r: 36-195		
Utility Company:	Frontier Communications		
Prepared By:	Matt Reilly	Total Calendar Days:	11.25
	Schedule		
The following schedule identifi stationing on the CTDOT plans. required to complete the utility	The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of calendar days required to complete the utility work activity based on historical information and production rates.	e utility or its contractor. The location of each activity of work is ide e a utility work activity may progress. The duration provided is the u	entfled by the baseline number of calendar days
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (calendar days)
Rte 34 up Sentinel	Place 300' large copper cable (P-395 to P 3221)	pole set, cable shifted	2
Sta 106+50 Left (34)	Cutover large copper cable	Cable placed	3
Sta 19+75 Right (Sent)	Cutover large copper cable	Cable placed	æ
Rte 34 up Sentinel	Remove 300' large copper cable	cable cutover	1
Sta 108+90 Right (34)	Place 45/2 pole (P-3945)	Final grade	0.5
Sta 108+90 Right (34)	Place new anchor (P-394S)	Pole set	0.25
Sta 108+90 Right (34)	Place new down guy (P-394S)	anchor set	0.25
Sta 108+90 Right (34)	Remove pole (P-394S)	New pole set with new anchor & downguy	0.25
Sta 108+40 left (34)	Place 45/2 pole (P-394)	Final grade	6.5
Sta 108+90 left (34)	Place new anchor (P-394)	Pole set	0.25
Sta 108+90 left (34)	Place new down guy (P-394)	anchor set	0.25

	UTILITY WORK SCHEDULE	СНЕDULE	
lm.	oer: 36-195		
Utility Company:	Frontier Communications		
Prepared By:	Matt Reilly	Total Calendar Days:	4.5
	Schedule		
The following schedule identifi stationing on the CTDOT plans required to complete the utilit	The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of calendar days required to complete the utility work activity based on historical information and production rates.	e utility or its contractor. The location of each activity of work is in e a utility work activity may progress. The duration provided is th	dentified by the baseline e number of calendar days
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (calendar days)
Sta 108+40 left (34)	Place 45/2 pole (P-394)	Final grade	0.5
Sta 108+90 left (34)	Place new anchor (P-394)	Pole set	0.25
Sta 108+90 left (34)	Place new down guy (P-394)	anchor set	0.25
Sta 108+90 left (34)	Shift 7 attachments, terminal & crossbox (P-394)	pole , anchors, dg set	1
Sta 108+90 left (34)	Remove Pole (P-394)	pole , anchors, dg set & other utilities shifted	0.25
Sta 111+10 left (34)	Place 45/2 pole (P-329)	Final grade	0.5
Sta 111+10 left (34)	Shift 7 attachments, terminal (P-329)	pole set	0.5
Sta 111+10 left (34)	Remove Pole (P-329)	pole , anchors, dg set & other utilities shifted	0.25
Sta 112+75 left (34)	Place 45/2 pole (P-391)	Final grade	0.5
Sta 112+75 left (34)	Place new anchor (P-391)	Pole set	0.25
Sta 112+75 left (34)	Place new down guy (P-391)	anchor set	0.25

CTDOT Project Number:    Parollet Communications   Schedule   Sche		UTILITY WORK SCHEDULE	СНЕВИГЕ	
Principarty Company:   Frontier Communications   Protection   Protec	CTDOT Project Numbe			
Prepared By: Matt Reilly Schedule  The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the statement or an equived to complete the utility work activity the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of call exquired to complete the utility work activity based on historical information and production rates.  Location  Description of Utility Work Activity  Sta 112+75 left (3.44)  Remove Pole (P-394)  Sta 112+75 left (3.44)  Remove Pole (P-394)  Pole , anchors, dg set & other utilities shifted  Occupant of the predecessor activity or an experimental statements, terminal & crossbox (P-394)  Duration of the predecessor activity or activity or activity or activity and produced in the number of callenda statements. The produced is the number of callenda statements are produced in the number of callenda statements. The produced is the number of callenda statements are considered in the number of callenda statements. The produced is the number of callenda statements are considered in the number of callenda statements. The construction of Utility Work Activity and produced in the number of callenda statements are considered in the number of callenda statements. The construction of Utility Work Activity and produced in the number of callenda statements. The distribution of Utility Work Activity and the construction of Utility Work Activity and produced in the number of callenda statements. The distribution of Utility Work Activity and the construction of Utility Work Activity and the	Utility Company:	Frontier Communications		
Schedule identifies sach major activity of utility work in sequential order to be performed by the utility or its contractor. The location of such activity of utility work is identified by the stationing on the CTOOT plans. All activities identify the predecessor activity which must be completed before a utility work activity based on historical information and production rates.    Location   Description of Utility Work Activity   Predecessor Activity   Calenda	Prepared By:	Matt Reilly		3.75
The following sets the size afficies of the performed by the utility or its contractor. The boation of each in sitentified by the actionic about to testified set this gradient is entitly and the performance of an activity and the performance of a state of the action of the performance of the p		Schedule		
Description of Utility Work Activity  Shift 7 attachments, terminal & crossbox (P-394)  Remove Pole (P-394)  Predecessor Activity  pole , anchors, dg set & other utilities shifted  pole , anchors, dg set & other utilities shifted  pole , anchors, dg set & other utilities shifted	The following schedule identific stationing on the CTDOT plans required to complete the utility	es each major activity of utility work in sequential order to be performed by th . All activities identify the predecessor activity which must be completed befor y work activity based on historical information and production rates.	e utility or its contractor. The location of each activity of work is identifies a utility work activity may progress. The duration provided is the num	ified by the baseline mber of calendar days
Shift 7 attachments, terminal & crossbox (P-394)  Remove Pole (P-394)  pole , anchors, dg set & other utilities shifted  pole , anchors, dg set & other utilities shifted  pole , anchors, dg set & other utilities shifted	Location (Station to Station)	Description of Utility Work Activity		Duration (calendar days)
Remove Pole (P-394) pole , anchors, dg set & other utilities shifted pole , anchors, dg set & other utilities shifted pole , anchors, dg set & other utilities shifted pole , anchors, dg set & other utilities shifted pole , anchors, dg set & other utilities shifted pole , anchors, dg set & other utilities shifted	Sta 112+75 left (34)	Shift 7 attachments, terminal & crossbox (P-394)	pole , anchors, dg set	0.5
	Sta 112+75 left (34)	Remove Pole (P-394)	pole , anchors, dg set & other utilities shifted	0.25

rev. 5/20/201	3		UTILITY WORK	SCF	IEDULE		
CTDOT Pro	ject Numbe	er:	36-195		Town:	Derby	
Project De	scription:	36-0195 Rt	t.34 Derby				
CTDOT Uti	lities Engine	er:	Greg Chhabra				
Phone:					Email:		
Utility Con	npany:	The United	Illuminating Comp	any		-	9
Prepared E	Зу:	Fred Arnol	d		Date Prepa	red:	12/6/2016
Phone:	203-499-3	922			Email:	fred.	arnold@uinet.com
			Scope of	Wo	rk		
work to be car	ried out by the	utility or its cont	s planned to be completed in ractor, including temporary or intends on performing with	y and	permanent wor	k required by	
Project 36- grading wi	-195. UI pla II be neede	ns to install d and fronite	dutility poles to avoud ed 7 poles and 1 stuer will to install new nees or guying, can d	od du	ole. Inorde es. Lack of e	r, for poles easements	installaion the proper or approval from
			pecial Consideration				
							he utility work. For example,
			on customer service interru aterial procurements, etc		s (e.g. nights, w	eekends, holic	days), seasonal and
Constraint	s may inclu	de but not li	mited to the follow	ing:	Customer	outages m	ay required additional
time: Worl	k may need	to include o	vertime due to out	ages	for busisne	ess custom	ers: Asumptions:
Given 8 we	eeks lead tir	ne to sched	ule construction; St	tate	Inspector o	r Contract	or will provide approval
of stakes a	nd then pla	cement of p	ooles before UI will a	attad	ch. There is	no tempe	rate work.

		UTILITY WORK SCHEDULE	НЕРПІЕ	
CTDOT Project Numbe	ber: 36-195			
Utility Company:	The United Illuminating Company			
Prepared By:	Fred Arnold		Total Calendar Days:	40
		Schedule		
The following schedule identificatationing on the CTDOT plans required to complete the utilit	The following schedule identifies each major activity of utility work in sequential order to be perforn tationing on the CTDOT plans. All activities identify the predecessor activity which must be comple equired to complete the utility work activity based on historical information and production rates.	iial order to be performed by the which must be completed before and production rates.	The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of calendar days required to complete the utility work activity based on historical information and production rates.	lentified by the baseline e number of calendar days
Location (Station to Station)	Description of Utility Work Activity	Vork Activity	Predecessor Activity	Duration (calendar days)
N/A	Notification by state or contractor that pole location evelation are within 5 ft or less	r that pole location	none	TBD
	Installation of poles Frontier		Notification by state or contractor that pole location evelation are within 5 ft or less	TBD
	Installation of poles UI poles		Notification by state or contractor that pole location evelation are within 5 ft or less	15
	Shift overhead power lines to new poles	v poles	All poles relocated	15
	Removal of poles		Shift overhead power lines to new poles	10

# <u>SECTION 1.02 – PROPOSAL REQUIREMENTS AND CONDITIONS</u>

# Article 1.02.04 – Examination of Plans, Specifications, Special Provisions and Site of Work:

Replace the third sentence of the last paragraph with:

The Department cannot ensure a response to inquiries received later than ten (10) days prior to the original scheduled opening of the related bid.

# **SECTION 1.03 – AWARD AND EXECUTION OF CONTRACT**

#### **Article 1.03.08 - Notice to Proceed and Commencement of Work:**

Change the first paragraph to read as follows:

The Contractor shall commence and proceed with the Contract work on the date specified in a written Notice to Proceed issued by the Engineer to the Contractor. The date specified will be no later than 45 calendar days after the date of the execution of the Contract by the Department; however, the Contractor is hereby put on notice that it is the Department's intent to issue the Notice to Proceed on or about April 2, 2018.

### <u>SECTION 1.05 – CONTROL OF THE WORK</u>

Replace Article 1.05.02 with the following:

1.05.02—Contractor Submittals, Working Drawings, Shop Drawings, Product Data, Submittal Preparation and Processing - Review Timeframes, Department's Action:

1. Contractor Submittals: The plans provided by the Department show the details necessary to give a comprehensive idea of the construction contemplated under the Contract. The plans will generally show the location, character, dimensions, and details necessary to complete the Project. If the plans do not show complete details, they will show the necessary dimensions and details, which when used along with the other Contract documents, will enable the Contractor to prepare working drawings, shop drawings or product data necessary to complete the Project.

The Contractor shall prepare submittals as Portable Document Format (PDF) files. The Contractor is also required to acquire, maintain access and use the Department's document management system for delivery of submittals. The format, digital signing requirements, delivery processes and document tracking procedures shall be performed in accordance with this specification and the Contractor's Digital Submission Manual (CDSM).

The submittals shall be sent to the Department's reviewer(s), sufficiently in advance of the work detailed, to allow for their review in accordance with the review periods as specified herein (including any necessary revisions, resubmittal, and final review), and acquisition of materials, without causing a delay of the Project.

**2. Working Drawings:** When required by the Contract or when ordered to do so by the Engineer, the Contractor shall prepare and submit the working drawings, signed, sealed and dated by a qualified Professional Engineer licensed to practice in the State of Connecticut, for review. The drawings shall be delivered sufficiently in advance of the work detailed, to allow for their review in accordance with the review periods specified herein (including any necessary revisions, resubmittal, and final review).

There will be no direct payment for furnishing any working drawings, procedures or supporting calculations, but the cost thereof shall be considered as included in the general cost of the work.

The Contractor shall supply to the Assistant District Engineer a certificate of insurance in accordance with 1.03.07 at the time that the working drawings for the Project are submitted.

The Contractor's designer, who prepares the working drawings, shall secure and maintain at no direct cost to the State a Professional Liability Insurance Policy for errors and omissions in the minimum amount of \$2,000,000 per error or omission. The Contractor's designer may elect to obtain a policy containing a maximum \$250,000 deductible clause, but if the Contractor's designer should obtain a policy containing such a clause, they shall be liable to the extent of at least the deductible amount. The Contractor's designer shall obtain the appropriate and proper

endorsement of its Professional Liability Policy to cover the indemnification clause in this Contract, as the same relates to negligent acts, errors or omissions in the Project work performed by them. The Contractor's designer shall continue this liability insurance coverage for a period of:

- (i) 3 years from the date of acceptance of the work by the Engineer, as evidenced by a State of Connecticut, Department of Transportation form entitled "Certificate of Acceptance of Work," issued to the Contractor; or
- (ii) 3 years after the termination of the Contract, whichever is earlier, subject to the continued commercial availability of such insurance.
- **3. Shop Drawings:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and deliver shop drawings to the Designer for review. Review timeframes and submission locations are as specified herein.

There will be no direct payment for furnishing any shop drawings, but the cost thereof shall be considered as included in the general cost of the work.

**4. Product Data:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and deliver product data.

The Contractor shall submit the product data in a single submittal for each element or group of elements of construction.

The Contractor shall mark each copy of the product data submittal to show applicable choices and options. Where product data includes information on several products that are not required, copies shall be marked to indicate the applicable information. Product data shall include the following information and confirmation of conformance with the Contract to the extent applicable: manufacturer's printed recommendations, compliance with recognized trade association standards, compliance with recognized testing agency standards, application of testing agency labels and seals, notation of coordination requirements, Contract item number, and any other information required by the individual Contract provisions.

There will be no direct payment for furnishing any product data, but the cost thereof shall be considered as included in the general cost of the work.

**5.** Submittal Preparation and Processing – Review Timeframes: The Contractor shall allow 30 calendar days for submittal review by the Department, from the date receipt is acknowledged by the Department's reviewer. For any submittals marked with "Revise and Resubmit" or "Rejected," the Department is allowed an additional 20 calendar days for review of any resubmissions.

An extension of Contract time will not be authorized due to the Contractor's failure to transmit submittals sufficiently in advance of the work to permit processing.

The furnishing of shop drawings, working drawings or product data, or any comments or suggestions by the Designer or Engineer concerning shop drawings, working drawings or product data, shall not relieve the Contractor of any of its responsibility for claims by the State or by third parties, as per 1.07.10.

The furnishing of the shop drawings, working drawings and product data shall not serve to relieve the Contractor of any part of its responsibility for the safety or the successful completion of the Project construction.

- **6. Department's Action:** The Designer or Engineer will review each submittal, mark each with a self-explanatory action stamp, and return the stamped submittal promptly to the Contractor. The Contractor shall not proceed with the part of the Project covered by the submittal until the submittal is marked "No Exceptions Noted" or "Exceptions as Noted" by the Designer or Engineer. The Contractor shall retain sole responsibility for compliance with all Contract requirements. The stamp will be marked as follows to indicate the action taken:
- a. If submittals are marked "No Exceptions Noted," the Designer or Engineer has not observed any statement or feature that appears to deviate from the Contract requirements. This disposition is contingent on being able to execute any manufacturer's written warranty in compliance with the Contract provisions.
- b. If submittals are marked "Exceptions as Noted" the considerations or changes noted by the Department's Action are necessary for the submittal to comply with Contract requirements. The Contractor shall review the required changes and inform the Designer or Engineer if they feel the changes violate a provision of the Contract or would lessen the warranty coverage.
- c. If submittals are marked "Revise and Resubmit," the Contractor shall revise the submittals to address the deficiencies or provide additional information as noted by the Designer or Engineer. The Contractor shall allow an additional review period as specified in 1.05.02-5.
- d. If submittals are marked "Rejected," the Contractor shall prepare and submit a new submittal in accordance with the Designer's or Engineer's notations. The resubmissions require an additional review and determination by the Designer or Engineer. The Contractor shall allow an additional review period as specified in 1.05.02-5.

# **SECTION 1.06 – CONTROL OF MATERIALS**

**Article 1.06.01 -** Source of Supply and Quality:

Add the following:

#### **Traffic Signal Items:**

For the following traffic signal items the contractor shall submit a complete description of the item, shop drawings, product data sheets and other descriptive literature which completely illustrates such items presented for formal review. Such review shall not change the requirements for a certified test report and materials certificate as may be called for. All documents shall be grouped into one separate file for each group of items as indicated by the Roman numerals below (for example, one pdf file for all of the pedestal items). The documents for all of the traffic signal items shall be submitted at one time, unless otherwise allowed by the engineer.

- I. 1003206 Light Standard (15' Bracket, 30' Mounting Height)
- II. 10080XX Rigid Metal Conduit
- III. 11020XX Aluminum Pedestals
- IV. 11050XXA Traffic Signals, Span Mounted LEDs, Housings and Hardware 11052XXA – Traffic Signals, Pole Mounted - LEDs, Housings and Hardware 11053XXA – Traffic Signals, Pedestal Mounted - LEDs, Housings and Hardware
- V. 11060XXA Pedestrian Signals LEDs, Housings, and Hardware 11070XXA Pedestrian Pushbutton & Sign Button, Housings & Sign (Type)
- VI. 1114201A Auxiliary Equipment Cabinet
- VII. 1111600A Extension Bracket 11122XXA – Vehicle Detection - Camera Assembly, Processor and Monitor
- VIII. 1113199 Cable closure (Type)
  - IX. 1113XXXA Cable Control Cable, Comm., CAT6, VC, Detector Cable (optical) 11134XXA Control Cable Communication Interconnect

**Article 1.06.07 -** Certified Test Reports and Materials Certificate.

Add the following:

1) For the materials in the following traffic signal items, a Certified Test Report will be required confirming their conformance to the requirements set forth in these plans or specifications or both. Should the consignee noted on a Certified Test Report be other than the Prime Contractor, then Materials Certificates shall be required to identify the shipment.

Steel Span Pole Anchor Bolts Steel Span Poles

2) For the materials in the following traffic signal items, a Materials Certificate will be required confirming their conformance to the requirements set forth in these plans or specifications or both.

Concrete Handhole Aluminum Pedestals Steel Span Poles

#### SECTION 1.07 – LEGAL RELATIONS AND RESPONSIBILITIES

# Article 1.07.10 - Contractor's Duty to Indemnify the State against Claims for Injury or Damage:

Add the following after the only paragraph:

"It is further understood and agreed by the parties hereto, that the Contractor shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Contractor, unless requested to do so by the State."

# Article 1.07.13 – Contractor's Responsibility for Adjacent Property, Facilities and Services is supplemented as follows:

The following company and representative shall be contacted by the Contractor to coordinate the protection of their utilities on this project 30 days prior to the start of any work on this project involving their utilities:

Mr. David Moriarty District 4 Electrical Supervisor Department of Transportation Southbury, CT 06488 (203) 264-9590 Ms. Lindsay King City of Derby – WPCA (203) 736-1475

Mr. Anthony DeSimone Weston & Sampson Eng. – WPCA

(860) 513-1473

Mr. Jim Bitzas Comcast of Connecticut, Inc (413) 562-9923 Jim bitzas@cable.comcast.com

Ms. Lynne Delucia Frontier Communications (203) 238-5000 Lynne.m.anastasio@ftr.com Mr. Lawrence Marcik South Central Connecticut Regional Water Authority (203) 401-6709

Mr. Thomas Costa Eversource Energy – Gas Distribution (508) 205-7027 Thomas.costa@eversource.com

Mr. Fred Arnold United Illuminating Co. (203) 499-3922 Fred.arnold@uinet.com

All work shall be in conformance with Rules and Regulations of Public Utility Regulatory Authority (PURA) concerning Traffic Signals attached to Public Service Company Poles.

The following Department representative shall be contacted by the Contractor to coordinate an inspection of the service entrance into the controller/flasher cabinet for controllers within the State right-of-way, when ready for inspection, release, and connection of electrical

service. The local Building Department shall be contacted for electrical service inspections for controllers located on Town roads located within the respective municipality.

Mr. Michael LeBlanc Property & Facilities Department of Transportation Newington, CT 06111 860-594-2238 Cell 860-983-5114

Please provide the electrical service request number provided by the power company. This is a Work Request (WR) Number provided by Eversource (formerly Northeast Utilities [CL&P]) or a Work Order Number provided by United Illuminating (UI). For State-owned traffic signals in CL&P territory, contact the Department's Traffic Electrical Unit to obtain the WR Number. For State-owned traffic signals in UI territory, contact the Department's Traffic Electrical Unit to obtain a Request for Metered Service to provide to UI to obtain the Work Order Number. The street address is required for release to local power companies (Groton Utilities or Wallingford Electric).

# <u>SECTION 1.08 – PROSECUTION AND PROGRESS</u>

#### **Article 1.08.03** - Prosecution of Work:

Add the following:

The Contractor will not be allowed to install traffic signal or pedestrian heads until the controllers are on hand and ready for installation. Once installation of this equipment commences, the Contractor shall complete this work in a most expeditious manner.

The Contractor shall notify the project engineer on construction projects, or the district permit agent on permit jobs, when all traffic signal work is completed. This will include all work at signalized intersections including loop replacements, adjusting existing traffic signals or any relocation work including handholes. The project engineer or district permit agent will notify the Division of Traffic Engineering to coordinate a field inspection of all work. Refer to Section 10.00 – General Clauses For Highway Illumination And Traffic Signal Projects, Article 10.00.10 and corresponding special provision.

The Contractor shall notify the Traffic Signal Lab at Telephone (860) 258-0346 or (860) 258-0349 forty five (45) days prior to starting work on <u>computer controlled signalized intersections only</u>. This notice will initiate work to be completed by others. The Contractor shall be responsible for any timely updates that need to be reported to this Unit for the successful coordination of work by others.

#### **Article 1.08.04 - Limitation of Operations - Add the following:**

In order to provide for traffic operations as outlined in the Special Provision "Maintenance and Protection of Traffic," the Contractor will not be permitted to perform any work which will interfere with the described traffic operations on all project roadways as follows:

#### Route 34

Monday through Friday between 6:00 a.m. and 9:00 p.m. Saturday and Sunday between 10:00 a.m. and 6:00 p.m.

#### **All Other Roadways**

Monday through Friday between 7:00 a.m. and 9:00 a.m. & between 4:00 p.m. and 6:00 p.m.

#### **Additional Lane Closure Restrictions**

It is anticipated that work on adjacent projects will be ongoing simultaneously with this project. The Contractor shall be aware of those projects and anticipate that coordination will be required to

maintain proper traffic flow at all times on all project roadways, in a manner consistent with these specifications and acceptable to the Engineer.

The Contractor will not be allowed to perform any work that will interfere with traffic operations on a roadway when traffic operations are being restricted on that same roadway, unless there is at least a one mile clear area length where the entire roadway is open to traffic or the closures have been coordinated and are acceptable to the Engineer. The one mile clear area length shall be measured from the end of the first work area to the beginning of the signing pattern for the next work area.

## **SECTION 4.06 BITUMINOUS CONCRETE**

Section 4.06 is being deleted in its entirety and replaced with the following:

- 4.06.01—Description
- **4.06.02**—**Materials**
- 4.06.03—Construction Methods
- 4.06.04—Method of Measurement
- 4.06.05—Basis of Payment

**4.06.01—Description:** Work under this section shall include the production, delivery, placement, and compaction of an uniform textured, non-segregated, smooth bituminous concrete pavement to the grade and cross section shown on the plans.

The terms listed below as used in this specification are defined as:

<u>Bituminous Concrete:</u> A composite material consisting of prescribed amounts of asphalt binder, and aggregates. Asphalt binder may also contain additives engineered to modify specific properties and/or behavior of the composite material. References to bituminous concrete apply to all of its forms, such as those identified as hot-mix asphalt (HMA),or polymer-modified asphalt (PMA).

<u>Bituminous Concrete Plant (Plant):</u> A structure where aggregates and asphalt binder are combined in a controlled fashion into a bituminous concrete mixture suitable for forming pavements and other paved surfaces.

<u>Course</u>: A continuous layer (a lift or multiple lifts) of the same bituminous concrete mixture placed as part of the pavement structure.

<u>Density Lot</u>: The total tonnage of all bituminous concrete placed in a single lift and as defined in Article 4.06.03.

<u>Disintegration</u>: Erosion or fragmentation of the pavement surface which can be described as polishing, weathering-oxidizing, scaling, spalling, raveling, or formation of potholes.

<u>Dispute Resolution</u>: A procedure used to resolve conflicts between the Engineer and the Contractor's test results that may affect payment.

Hot Mix Asphalt (HMA): A bituminous concrete mixture typically produced at 325°F.

<u>Job Mix Formula (JMF):</u> A recommended aggregate gradation and asphalt binder content to achieve the required mixture properties.

<u>Lift</u>: An application of a bituminous concrete mixture placed and compacted to a specified thickness in a single paver pass.

<u>Percent Within Limits (PWL):</u> The percentage of the lot falling between the Upper Specification Limit (USL) and the Lower Specification Limit (LSL).

<u>Polymer-Modified Asphalt (PMA)</u>: A bituminous concrete mixture containing a polymer modified asphalt binder and using a qualified warm mix technology.

<u>Production Lot</u>: The total tonnage of a bituminous concrete mixture from a single source that may receive an adjustment.

<u>Production Sub Lot</u>: Portion of the production lot typically represented by a single sample.

Quality Assurance (QA): All those planned and systematic actions necessary to provide ConnDOT the confidence that a Contractor will perform the work as specified in the Contract.

<u>Quality Control (QC)</u>: The sum total of activities performed by the vendor (Producer, Manufacturer, and Contractor) to ensure that a product meets contract specification requirements.

<u>Superpave</u>: A bituminous concrete mix design used in mixtures designated as "S\*" Where "S" indicates Superpave and \* indicates the sieve related to the nominal maximum aggregate size of the mix.

<u>Segregation</u>: A non-uniform distribution of a bituminous concrete mixture in terms of gradation, temperature, or volumetric properties.

Warm Mix Asphalt (WMA) Technology: A qualified additive or technology that may be used to produce a bituminous concrete at reduced temperatures and/or increase workability of the mixture.

**4.06.02**—Materials: All materials shall conform to the requirements of Section M.04.

- **1. Materials Supply:** The bituminous concrete mixture must be from one source of supply and originate from one Plant unless authorized by the Engineer.
- **2. Recycled Materials:** Reclaimed Asphalt Pavement (RAP), Crushed Recycled Container Glass (CRCG), Recycled Asphalt Shingles (RAS), or crumb rubber (CR) from recycled tires may be incorporated in bituminous concrete mixtures in accordance with Project Specifications.

#### 4.06.03—Construction Methods:

- **1. Material Documentation:** All vendors producing bituminous concrete must have Plants with automated vehicle-weighing scales, storage scales, and material feeds capable of producing a delivery ticket containing the information below.
  - a. "State of Connecticut" printed on ticket.
  - b. Name of producer, identification of Plant, and specific storage silo if used.
  - c. Date and time.
  - d. Mixture Designation; Mix type and level Curb mixtures for machine-placed curbing must state "curb mix only".
  - e. If WMA Technology is used, the additive name and dosage rate or water injection rate must be listed.
  - f. Net weight of mixture loaded into the vehicle (When RAP and/or RAS is used the moisture content shall be excluded from mixture net weight).
  - g. Gross weight (equal to the net weight plus the tare weight or the loaded scale weight).
  - h. Tare weight of vehicle (Daily scale weight of the empty vehicle).
  - i. Project number, purchase order number, name of Contractor (if Contractor other than Producer).
  - j. Vehicle number unique means of identification vehicle.
  - k. For Batch Plants, individual aggregate, recycled materials, and virgin asphalt max/target/min weights when silos are not used.
  - l. For every mixture designation the running daily total delivered and sequential load number.

The net weight of mixture loaded into the vehicle must be equal to the cumulative measured weights of its components.

The Contractor must notify the Engineer immediately if, during production, there is a malfunction of the weight recording system in the automated Plant. Manually written tickets containing all required information will be allowed for no more than one hour.

The State reserves the right to have an inspector present to monitor batching and /or weighing operations.

**2. Transportation of Mixture:** The mixture shall be transported in vehicles that are clean of all foreign material, excessive coating or cleaning agents, and, that have no gaps through which mixture might spill. Any material spilled during the loading or transportation process shall be quantified by re-weighing the vehicle. The Contractor shall load vehicles uniformly so that segregation is minimized. Loaded vehicles shall be tightly covered with waterproof covers acceptable to the Engineer. Mesh covers are prohibited. The cover must minimize air infiltration. Vehicles found not to be in conformance shall not be loaded.

Vehicles with loads of bituminous concrete being delivered to State projects must not exceed the statutory or permitted load limits referred to as gross vehicle weight (GVW). The Contractor shall furnish a list and allowable weights of all vehicles transporting mixture.

The State reserves the right to check the gross and tare weight of any vehicle. If the gross or tare weight varies from that shown on the delivery ticket by more than 0.4 percent, the Engineer will recalculate the net weight. The Contractor shall correct the discrepancy to the satisfaction of the Engineer.

If a vehicle delivers mixture to the project and the delivery ticket indicates that the vehicle is overweight, the load may not be rejected but a "Measured Weight Adjustment" will be taken in accordance with Article 4.06.04.

Vehicle body coating and cleaning agents must not have a deleterious effect on the mixture. The use of solvents or fuel oil, in any concentration, is prohibited for the coating of vehicle bodies.

For each delivery, the Engineer shall be provided a clear, legible copy of the delivery ticket.

**3. Paving Equipment:** The Contractor shall have the necessary paving and compaction equipment at the project site to perform the work. All equipment shall be in good working order and any equipment that is worn, defective or inadequate for performance of the work shall be repaired or replaced by the Contractor to the satisfaction of the Engineer. During the paving operation, the use of solvents or fuel oil, in any concentration, is prohibited as a release agent or cleaner on any paving equipment (i.e., rollers, pavers, transfer devices, etc.).

Refueling or cleaning of equipment is prohibited in any location on the project where fuel or solvents might come in contact with paved areas or areas to be paved. Solvents used in cleaning mechanical equipment or hand tools shall be stored off of areas paved or to be paved.

<u>Pavers</u>: Each paver shall have a receiving hopper with sufficient capacity to provide for a uniform spreading operation and a distribution system that places the mix uniformly, without segregation. The paver shall be equipped with and use a vibratory screed system with heaters or burners. The screed system shall be capable of producing a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screed units as part of the system shall have auger extensions and tunnel extenders as necessary. Automatic screed controls for grade and slope shall be used at all times unless otherwise authorized by the Engineer. The controls shall automatically adjust the screed to compensate for irregularities in the preceding course or existing base. The controls shall maintain the proper transverse slope and be readily adjustable, and shall operate from a fixed or moving reference such as a grade wire or floating beam.

<u>Rollers</u>: All rollers shall be self-propelled and designed for compaction of bituminous concrete. Rollers types shall include steel-wheeled, pneumatic or a combination thereof. Rollers that operate in a dynamic mode shall have drums that use a vibratory or oscillatory system or combination of. Vibratory rollers shall be equipped with indicators for amplitude, frequency and

speed settings/readouts to measure the impacts per foot during the compaction process. Oscillatory rollers shall be equipped with frequency indicators. Rollers can operate in the dynamic mode using the oscillatory system on concrete structures such as bridges and catch basins if at the lowest frequency setting.

Pneumatic tire rollers shall be equipped with wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 pounds per square inch uniformly over the surface, The Contractor shall furnish documentation to the Engineer regarding tire size; pressure and loading to confirm that the proper contact pressure is being developed and that the loading and contact pressure is uniform for all wheels.

<u>Lighting</u>: For paving operations, which will be performed during hours of darkness, the paving equipment shall be equipped with lighting fixtures as described below, or with an approved equal. Lighting shall minimize glare to passing traffic. The lighting options and minimum number of fixtures are listed in Tables 4.06-1 and 4.06-2:

**TABLE 4.06-1: Minimum Paver Lighting** 

Option	Fixture Configuration	Fixture Quantity	Requirement
	Type A	3	Mount over screed area
1	Type B (narrow) or Type C (spot)	2	Aim to auger and guideline
	Type B (wide) or Type C (flood)	2	Aim 25 feet behind paving machine
2	Type D Balloon	2	Mount over screed area

**TABLE 4.06-2: Minimum Roller Lighting** 

Option	Fixture Configuration*	Fixture Quantity	Radiliramant			
1	Type B (wide)	2	Aim 50 feet in front of and behind roller			
1	Type B (narrow)	2	Aim 100 feet in front of and behind roller			
2	Type C (flood)	2	Aim 50 feet in front of and behind roller			
2	Type C (spot)	2	Aim 100 feet in front of and behind roller			
3	Type D Balloon	1	Mount above the roller			

<sup>\*</sup>All fixtures shall be mounted above the roller.

Type A: Fluorescent fixture shall be heavy-duty industrial type. Each fixture shall have a minimum output of 8,000 lumens. The fixtures shall be mounted horizontally, and be designed for continuous row installation.

Type B: Each floodlight fixture shall have a minimum output of 18,000 lumens.

Type C: Each fixture shall have a minimum output of 19,000 lumens.

Type D: Balloon light: Each balloon light fixture shall have a minimum output of 50,000 lumens, and emit light equally in all directions.

<u>Material Transfer Vehicle (MTV)</u>: A MTV shall be used when placing a bituminous concrete surface course as indicated in the contract documents.

The MTV must be a vehicle specifically designed for the purpose of delivering the bituminous concrete mixture from the delivery vehicle to the paver. The MTV must continuously remix the bituminous concrete mixture throughout the placement process.

The use of a MTV will be subject to the requirements stated in Article 1.07.05- Load Restrictions. The Engineer may limit the use of the vehicle if it is determined that the use of the MTV may damage highway components, utilities, or bridges. The Contractor shall submit to the Engineer at time of pre-construction the following information:

- The make and model of the MTV.
- The individual axle weights and axle spacing for each piece of paving equipment (haul vehicle, MTV and paver).
- A working drawing showing the axle spacing in combination with all pieces of equipment that will comprise the paving echelon.
- **4. Test Section:** The Engineer may require the Contractor to place a test section whenever the requirements of this specification or Section M.04 are not met.

The Contractor shall submit the quantity of mixture to be placed and the location of the test section for review and approval by the Engineer. The same equipment used in the construction of a passing test section shall be used throughout production.

If a test section fails to meet specifications, the Contractor shall stop production, make necessary adjustments to the job mix formula, Plant operations, or procedures for placement and compaction. The Contractor shall construct test sections, as allowed by the Engineer, until all the required specifications are met. All test sections shall also be subject to removal as set forth in Article 1.06.04.

**5. Transitions for Roadway Surface:** Transitions shall be formed at any point on the roadway where the pavement surface deviates, vertically, from the uniform longitudinal profile as specified on the plans. Whether formed by milling or by bituminous concrete mixture, all transition lengths shall conform to the criteria below unless otherwise specified.

<u>Permanent Transitions</u>: Defined as any gradual change in pavement elevation that remains as a permanent part of the work.

A transition shall be constructed no closer than 75 feet from either side of a bridge expansion joint or parapet. All permanent transitions, leading and trailing, shall meet the following length requirements:

- a) Posted speed limit is greater than 35 MPH: 30 feet per inch of elevation change.
- b) Posted speed limit is 35 MPH or less: 15 feet per inch of elevation change.

In areas where it is impractical to use the above described permanent transition lengths the use of a shorter permanent transition length may be permitted when approved by the Engineer.

<u>Temporary Transitions</u>: A temporary transition is defined as a transition that does not remain a permanent part of the work. All temporary transitions shall meet the following length requirements:

- a) Posted speed limit is greater than 50 MPH
  - (1) Leading Transitions = 15 feet per inch of vertical change (thickness)
  - (2) Trailing Transitions = 6 feet per inch of vertical change (thickness)
- b) Posted speed limit is 40, 45, or 50 MPH
  - (1) Leading and Trailing = 4 feet per inch of vertical change (thickness)
- c) Posted speed limit is 35 MPH or less
  - (1) Leading and Trailing = 3 feet per inch of vertical change (thickness)

**Note:** Any temporary transition to be in-place over the winter shutdown period or during extended periods of inactivity (more than 14 calendar days) shall conform to the greater than 50 MPH requirements shown above.

**6. Spreading and Finishing of Mixture:** Prior to the placement of the mixture, the underlying base course shall be brought to the plan grade and cross section within the allowable tolerance.

Immediately before placing a bituminous concrete lift, a uniform coating of tack coat shall be applied to all existing underlying pavement surfaces and on the exposed surface of a wedge joint. Such surfaces shall be clean and dry. Sweeping or other means acceptable to the Engineer shall be used.

The mixture shall not be placed whenever the surface is wet or frozen.

The Engineer may verify the mixture temperature by means of a probe or infrared type of thermometer. The Engineer may reject the load based on readings from a probe type thermometer and the specify temperature in the quality control plan (QCP) for placement.

<u>Tack Coat Application</u>: The tack coat shall be applied by a pressurized spray system that results in uniform overlapping coverage at an application rate of 0.03 to 0.05 gallons per square yard for

a non-milled surface and an application rate of 0.05 to 0.07 gallons per square yard for a milled surface. For areas where both milled and un-milled surfaces occur, the tack coat shall be an application rate of 0.03 to 0.05 gallons per square yard. The Engineer must approve the equipment and the method of measurement prior to use. The material for tack coat shall not be heated in excess of 160°F and shall not be further diluted.

Tack coat shall be allowed sufficient time to break prior to any paving equipment or haul vehicles driving on it.

The Contractor may request to omit the tack coat application between bituminous concrete layers that have not been exposed to traffic and are placed during the same work shift. Requests to omit tack coat application on the exposed surface of a wedge joint will not be considered. Placement: The mixture shall be placed and compacted to provide a smooth, dense surface with a uniform texture and no segregation at the specified thickness and dimensions indicated in the plans and specifications.

When unforeseen weather conditions prevent further placement of the mixture, the Engineer is not obligated to accept or place the bituminous concrete mixture that is in transit from the Plant.

In advance of paving, traffic control requirements shall be set up, maintained throughout placement, and shall not be removed until all associated work including density testing is completed.

The Contractor shall inspect the newly placed pavement for defects in the mixture or placement before rolling is started. Any deviation from standard crown or section shall be immediately remedied by placing additional mixture or removing surplus mixture. Such defects shall be corrected to the satisfaction of the Engineer.

Where it is impractical due to physical limitations to operate the paving equipment, the Engineer may permit the use of other methods or equipment. Where hand spreading is permitted, the mixture shall be placed by means of suitable shovels and other tools, and in a uniformly loose layer at a thickness that will result in a completed pavement meeting the designed grade and elevation.

<u>Placement Tolerances</u>: Each lift of bituminous concrete placed at a specified thickness shall meet the following requirements for thickness and area. Any pavement exceeding these limits shall be subject to an adjustment or removal. Lift tolerances will not relieve the Contractor from meeting the final designed grade. Lifts of specified non-uniform thickness, i.e. wedge or shim course, shall not be subject to thickness and area adjustments.

a) Thickness- Where the average thickness of the lift exceeds that shown on the plans beyond the tolerances shown in Table 4.06-3, the Engineer will calculate the thickness adjustment in accordance with Article 4.06.04.

**TABLE 4.06-3: Thickness Tolerances** 

Mixture Designation	Lift Tolerance
S1	+/- 3/8 inch
S0.25, S0.375, S0.5	+/- 1/4 inch

Where the thickness of the lift of mixture is less than that shown on the plans beyond the tolerances shown in Table 4.06-3, the Contractor, with the approval of the Engineer, shall take corrective action in accordance with this specification.

- b) Area- Where the width of the lift exceeds that shown on the plans by more than the specified thickness, the Engineer will calculate the area adjustment in accordance with Article 4.06.04.
- c) Delivered Weight of Mixture When the delivery ticket shows that the vehicle exceeds the allowable gross weight for the vehicle type, the Engineer will calculate the weight adjustment in accordance with Article 4.06.04.

<u>Transverse Joints</u>: All transverse joints shall be formed by saw-cutting to expose the full thickness of the lift. Tack coat shall be applied to the sawn face immediately prior to additional mixture being placed.

<u>Compaction</u>: The Contractor shall compact the mixture to meet the density requirements as stated in Article 4.06.03 and eliminate all roller marks without displacement, shoving, cracking, or aggregate breakage.

When placing a lift with a specified thickness less than one and one-half (1 ½) inches, or a wedge course, the Contractor shall provide a minimum rolling pattern as determined by the development of a compaction curve. The procedure to be used shall be documented in the Contractor's QCP for placement and demonstrated on the first day of placement.

The use of the vibratory system on concrete structures is prohibited. When approved by the Engineer, the Contractor may operate a roller using an oscillatory system at the lowest frequency setting.

If the Engineer determines that the use of compaction equipment in the dynamic mode may damage highway components, utilities, or adjacent property, the Contractor shall provide alternate compaction equipment. The Engineer may allow the Contractor to operate rollers in the dynamic mode using the oscillatory system at the lowest frequency setting.

Rollers operating in the dynamic mode shall be shut off when changing directions.

These allowances will not relieve the Contractor from meeting pavement compaction requirements.

## **Surface Requirements:**

Each lift of the surface course shall not vary more than ¼ inch from a Contractor-supplied 10 foot straightedge. For all other lifts, the tolerance shall be ¾ inch. Such tolerance will apply to all paved areas.

Any surface that exhibits these characteristics or exceeds these tolerances shall be corrected by the Contractor at its own expense.

7. Longitudinal Joint Construction Methods: The Contractor shall use Method I- Notched Wedge Joint (see Figure 4.06-1) when constructing longitudinal joints where lift thicknesses are between 1½ and 3 inches. S1.0 mixtures shall be excluded from using Method I. Method II Butt Joint (see Figure 4.06-2) shall be used for lifts less than 1½ inches or greater than or equal to 3 inches. During placement of multiple lifts, the longitudinal joint shall be constructed in such a manner that it is located at least 6 inches from the joint in the lift immediately below. The joint in the final lift shall be at the centerline or at lane lines. Each longitudinal joint shall maintain a consistent offset from the centerline of the roadway along its entire length. The difference in elevation between the two faces of any completed longitudinal joint shall not exceed ¼ inch in any location.

#### **Method I - Notched Wedge Joint:**

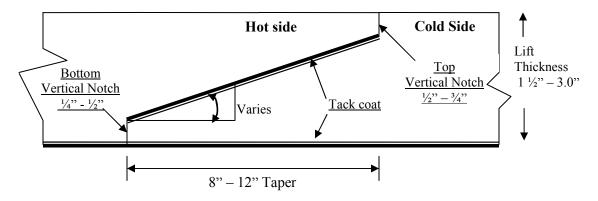


FIGURE 4.06-1: Notched Wedge Joint

A notched wedge joint shall be constructed as shown in Figure 4.06-1 using a device that is attached to the paver screed and is capable of independently adjusting the top and bottom vertical notches. The device shall have an integrated vibratory system.

The taper portion of the wedge joint must be placed over the longitudinal joint in the lift immediately below. The top vertical notch must be located at the centerline or lane line in the final lift. The requirement for paving full width "curb to curb" as described in Method II may be waived if addressed in the QC plan and approved by the Engineer.

The taper portion of the wedge joint shall be evenly compacted using equipment other than the paver or notch wedge joint device.

The taper portion of the wedge joint shall not be exposed to traffic for more than 5 calendar days.

Any exposed wedge joint must be located to allow for the free draining of water from the road surface

The Engineer reserves the right to define the paving limits when using a wedge joint that will be exposed to traffic.

If Method I, Notched Wedge Joint cannot be used on lifts between 1.5 and 3 inches, Method III Butt Joint may be substituted according to the requirements below for "Method III – Butt Joint with Hot Pour Rubberized Asphalt Treatment."

#### **Method II - Butt Joint:**

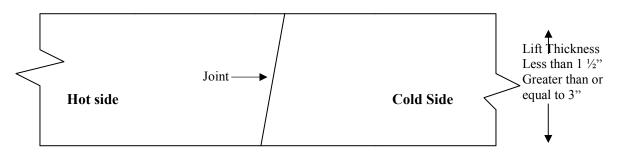


FIGURE 4.06-2: Butt Joint

When adjoining passes are placed, the Contractor shall utilize equipment that creates a near vertical edge (refer to Figure 4.06-2). The completing pass (hot side) shall have sufficient mixture so that the compacted thickness is not less than the previous pass (cold side). The end gate on the paver should be set so there is an overlap onto the cold side of the joint.

The Contractor shall not allow any butt joint to be incomplete at the end of a work shift unless otherwise allowed by the Engineer. When using this method, the Contractor is not allowed to leave a vertical edge exposed at the end of a work shift and must complete paving of the roadway full width "curb to curb."

Method III- Butt Joint with Hot Poured Rubberized Asphalt Treatment: If Method I Wedge Joint cannot be used due to physical constraints in certain limited locations; the contractor may submit a request in writing for approval by the Engineer, to utilize Method III Butt Joint as a substitution in those locations. There shall be no additional measurement or payment made when the Method III Butt Joint is substituted for the Method I Notched Wedge

Joint. When required by the contract or approved by the Engineer, Method III (see Figure 4.06-3) shall be used.

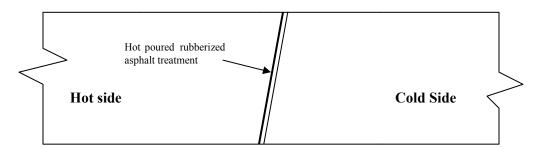


FIGURE 4.06-3: Butt Joint with Hot Poured Rubberized Asphalt Treatment

All of the requirements of Method II must be met with Method III. In addition, the longitudinal vertical edge must be treated with a rubberized joint seal material meeting the requirements of ASTM D 6690, Type 2. The joint sealant shall be placed on the face of the "cold side" of the butt joint as shown above prior to placing the "hot side" of the butt joint. The joint seal material shall be applied in accordance with the manufacturer's recommendation so as to provide a uniform coverage and avoid excess bleeding onto the newly placed pavement.

**8. Contractor Quality Control (QC) Requirements:** The Contractor shall be responsible for maintaining adequate quality control procedures throughout the production and placement operations. Therefore, the Contractor must ensure that the materials, mixture and work provided by Subcontractors, Suppliers and Producers also meet contract specification requirements.

This effort must be documented in Quality Control Plans and address the actions, inspection, or sampling and testing necessary to keep the production and placement operations in control, to determine when an operation has gone out of control and to respond to correct the situation in a timely fashion.

The Standard QCP for production shall consist of the quality control program specific to the production facility.

There are three components to the QCP for placement: a Standard QCP, a Project Summary Sheet that details project specific information, and if applicable a separate Extended Season Paving Plan as required in Section 9 "Temperature and Seasonal Requirements".

The Standard QCP for both production and placement shall be submitted to the Department for approval each calendar year and at a minimum of 30 days prior to production or placement.

Production or placement shall not occur until all QCP components have been approved by the Engineer.

Each QCP shall include the name and qualifications of a Quality Control Manager (QCM). The QCM shall be responsible for the administration of the QCP, and any modifications that may

become necessary. The QCM shall have the ability to direct all Contractor personnel on the project during paving operations. All Contractor sampling, inspection and test reports shall be reviewed and signed by the QCM prior to submittal to the Engineer. The QCPs shall also include the name and qualifications of any outside testing laboratory performing any QC functions on behalf of the Contractor.

Approval of the QCP does not relieve the Contractor of its responsibility to comply with the project specifications. The Contractor may modify the QCPs as work progresses and must document the changes in writing prior to resuming operations. These changes include but are not limited to changes in quality control procedures or personnel. The Department reserves the right to deny significant changes to the QCPs.

QCP for Production: Refer to Section M.04.03-1.

QCP for Placement: The Standard QCP, Project Summary Sheet, and Extended Season Paving Plan shall conform to the format provided by the Engineer. The format is available at <a href="http://www.ct.gov/dot/lib/dot/documents/dconstruction/pat/qcp\_outline\_hma\_placement.pdf">http://www.ct.gov/dot/lib/dot/documents/dconstruction/pat/qcp\_outline\_hma\_placement.pdf</a>.

The Contractor shall perform all quality control sampling and testing, provide inspection, and exercise management control to ensure that placement conforms to the requirements as outlined in its QCP during all phases of the work. The Contractor shall document these activities for each day of placement.

The Contractor shall submit complete field density testing and inspection records to the Engineer within 48 hours in a manner acceptable to the Engineer.

The Contractor may obtain one (1) mat core and one (1) joint core per day for process control, provided this process is detailed in the QCP. The results of these process control cores shall not be used to dispute the Department determinations from the acceptance cores. The Contractor shall submit the location of each process control core to the Engineer for approval prior to taking the core. The core holes shall be filled to the same requirements described in sub-article 4.06.03-10.

- **9. Temperature and Seasonal Requirements:** Paving, including placement of temporary pavements, shall be divided into two seasons, "In-Season" and "Extended-Season". In-Season paving occurs from May 1 October 14, and Extended Season paving occurs from October 15-April 30. The following requirements shall apply unless otherwise authorized or directed by the Engineer:
  - Mixtures shall not be placed when the air or sub base temperature is less than 40°F regardless of the season.
  - Should paving operations be scheduled during the Extended Season, the Contractor must submit an Extended Season Paving Plan for the project that addresses minimum delivered

mix temperature considering WMA, PMA or other additives, maximum paver speed, enhanced rolling patterns and the method to balance mixture delivery and placement operations. Paving during Extended Season shall not commence until the Engineer has approved the plan.

**10**. **Obtaining Bituminous Concrete Cores:** This Section describes the methodology and sampling frequency the Contractor shall use to obtain pavement cores.

Coring shall be performed on each lift specified to a thickness of one and one-half (1 ½) inches or more within 5 days of placement. The Contractor shall extract cores (4 or 6 inch diameter for S0.25, S0.375 and S0.5 mixtures 6 inch diameter for S1.0 mixtures) from locations determined by the Engineer. The Engineer must witness the extraction, labeling of cores and filling of the core holes.

A density lot will be complete when the full designed paving width and length of the lot has been placed and shall include all longitudinal joints between the curb lines. HMA S1 mixes are excluded from the longitudinal joint density requirements.

A standard density lot is the quantity of material placed within the defined area exclusive of any structures. A combo density lot is the quantity of material placed within the defined area inclusive of structures less than or equal to 500 feet long. A bridge density lot is the quantity of material placed on a structure larger than 500 feet in length.

Prior to paving, the type and number of lot (s) shall be determined by the Engineer. The number of cores per lot shall be determined in accordance to Tables 4.06-4, 4.06-5A and 4.06-5B. Noncontiguous areas such as highway ramps may be combined to create one lot. Combined areas should be set up to target a 2000 ton lot size. The longitudinal locations of mat cores within a lot containing multiple paving passes will be determined using the total distance covered by the paver. The locations of the joint cores will be determined using the total length of longitudinal joints within the lot.

Sampling is in accordance with the following tables:

TABLE 4.06-4: Bridge Density Lot(s)

Length of Each Structure (Feet)	No. of Mat Cores	No. of Joint Cores	
≤ 500°	See Table 4.06-5(A or B)	See Table 4.06-5(A or B)	
501' – 1500'	3	3	
1501' – 2500'	4	4	
2501' and greater	5	5	

All material placed on structures less than or equal to 500 feet in length shall be included as part of a standard lot as follows:

TABLE 4.06-5A: Standard and Combo Density Lot(s)  $\geq$  500 Tons

Lot Type	No. of Mat Cores		No. of Joint Cores		Target Lot Size (Tons)
Standard Lot / Without Bridge (s)	4		4		2000
Combo Lot / Lot With Bridge(s) <sup>(1)</sup>	4 plus	1 per structure (≤ 300') 2 per structure (301' – 500')	4 plus	1 per structure (≤ 300') 2 per structure (301' – 500')	2000

TABLE 4.06-5B: Standard and Combo Density Lot < 500 Tons

Lot Type	No. of Mat Cores		No. of Joint Cores	
Standard Lot / Without Bridge (s)	3		3	
Combo Lot / Lot With Bridge(s) <sup>(1)</sup>	2 plus	1 per structure	2 plus	1 per structure

#### Note:

After the lift has been compacted and cooled, the Contractor shall cut cores to a depth equal to or greater than the lift thickness and remove them without damaging the lift(s) to be tested. Any core that is damaged or obviously defective while being obtained will be replaced with a new core from a location within 2 feet measured in a longitudinal direction.

A mat core shall not be located any closer than one foot from the edge of a paver pass. If a random number locates a core less than one foot from any edge, the location will be adjusted by the Engineer so that the outer edge of the core is one foot from the edge of the paver pass.

Method I, Notched Wedge Joint cores shall be taken so that the center of the core is 5 inches from the visible joint on the hot mat side (Figure 4.06-5).

<sup>(1)</sup> If a combo lot mat or joint core location randomly falls on a structure, the core is to be obtained on the structure in addition to the core(s) required on the structure.

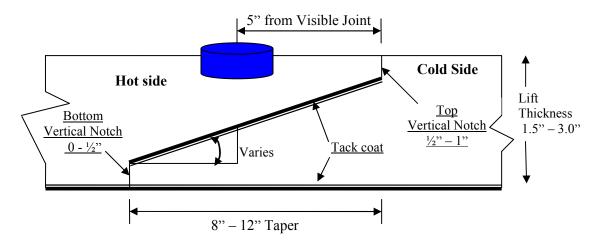


FIGURE 4.06-5: Notched Wedge Joint Cores

When Method II or Method III Butt Joint is utilized, cores shall be taken from the hot side so the edge of the core is within 1 inch of the longitudinal joint.

The cores shall be labeled by the Contractor with the project number, date placed, lot number and sub-lot number. The core's label shall, include "M" for a mat core and "J" for a joint core. A mat core from the second lot and first sub-lot shall be labeled "M2 – 1" (Figure 4.06-4). The Engineer shall fill out a MAT-109 to accompany the cores. The Contractor shall deliver the cores and MAT-109 to the Department's Central Lab. The Contractor shall use a container approved by the Engineer. The container shall have a lid capable of being locked shut and tamper proof. The Contractor shall use foam, bubble wrap, or another suitable material to prevent the cores from being damaged during handling and transportation. Once the cores and MAT-109 are in the container the Engineer will secure the lid using a security seal. The security seal's identification number must be documented on the MAT-109. Central Lab personnel will break the security seal and take possession of the cores.

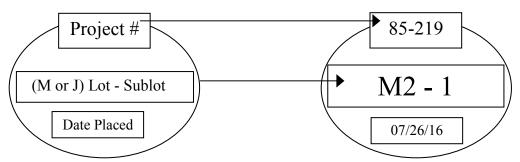


FIGURE 4.06-4: Labeling of Cores

Each core hole shall be filled within four hours upon core extraction. Prior to being filled, the hole shall be prepared by removing any free water and applying tack coat using a brush or other means to uniformly cover the cut surface. The core hole shall be filled using a bituminous

concrete mixture at a minimum temperature of 240°F containing the same or smaller nominal maximum aggregate size and compacted with a hand compactor or other mechanical means to the maximum compaction possible. The bituminous concrete shall be compacted to ½ inch above the finished pavement.

**11. Acceptance Sampling and Testing:** Sampling and testing shall be performed at a frequency not less than the minimum frequency specified in Section M.04 and sub-article 4.06.03-10.

Sampling shall be performed in accordance with ASTM D 3665, or a statistically based procedure of stratified random sampling approved by the Engineer.

<u>Plant Material Acceptance</u>: The Contractor shall provide the required sampling and testing during all phases of the work in accordance with Section M.04. The Department will verify the Contractor's acceptance test results. Should any test results exceed the specified tolerances in the Department's current QA Program for Materials, the Contractor test results for a subject lot or sub lot may be replaced with the Department's results for the purpose of calculating adjustments. The verification procedure is included in the Department's current QA Program for Materials.

<u>Density Acceptance</u>: The Engineer will perform all acceptance testing in accordance with AASHTO T 331. The density of each core will be determined using the daily production's average maximum theoretical specific gravity (Gmm) established during the testing of the parent material at the Plant. When there was no testing of the parent material or any Gmm exceeds the specified tolerances in the Department's current QA Program for Materials, the Engineer will determine the maximum theoretical density value to be used for density calculations.

**12. Density Dispute Resolution Process:** The Contractor and Engineer will work in partnership to avoid potential conflicts and to resolve any differences that may arise during quality control or acceptance testing for density. Both parties will review their sampling and testing procedures and results and share their findings. If the Contractor disputes the Engineer's test results, the Contractor must submit in writing a request to initiate the Dispute Resolution Process within 7 calendar days of the notification of the test results. No request for dispute resolution will be allowed unless the Contractor provides quality control results within the timeframe described in sub-article 4.06.03-9 supporting its position. No request for Dispute Resolution will be allowed for a Density Lot in which any core was not taken within the required 5 calendar days of placement. Should the dispute not be resolved through evaluation of existing testing data or procedures, the Engineer may authorize the Contractor to obtain a new set of core samples per disputed lot. The core samples must be extracted no later than 14 calendar days from the date of Engineer's authorization.

The number and location (mat, joint, or structure) of the cores taken for dispute resolution must reflect the number and location of the original cores. The location of each core shall be randomly located within the respective original sub lot. All such cores shall be extracted and the

core hole filled using the procedure outlined in Article 4.06.03. The dispute resolution results shall be added to the original results and averaged for determining the final in-place density value.

#### 13. Corrective Work Procedure:

If pavement placed by the Contractor does not meet the specifications, and the Engineer requires its replacement or correction, the Contractor shall:

- a) Propose a corrective procedure to the Engineer for review and approval prior to any corrective work commencing. The proposal shall include:
  - Limits of pavement to be replaced or corrected, indicating stationing or other landmarks that are readily distinguishable.
  - Proposed work schedule.
  - Construction method and sequence of operations.
  - Methods of maintenance and protection of traffic.
  - Material sources.
  - Names and telephone numbers of supervising personnel.
- b) Any corrective courses placed as the final wearing surface shall match the specified lift thickness after compaction.
- **14. Protection of the Work:** The Contractor shall protect all sections of the newly finished pavement from damage that may occur as a result of the Contractor's operations for the duration of the Project.
- **15.** Cut Bituminous Concrete Pavement: Work under this item shall consist of making a straight-line cut in the pavement to the lines delineated on the plans or as directed by the Engineer. The cut shall provide a straight, clean, vertical face with no cracking, tearing or breakage along the cut edge.

#### 4.06.04—Method of Measurement:

- **1. HMA S\* or PMA S\*:** The quantity of bituminous concrete measured for payment will be determined by the documented net weight in tons accepted by the Engineer in accordance with this specification and Section M.04.
- **2. Adjustments:** Adjustments may be applied to bituminous concrete quantities and will be measured for payment using the following formulas:

**Yield Factor** for Adjustment Calculation = 0.0575 Tons/SY/inch

**Actual Area** =  $[(Measured Length (ft)) \times (Avg. of width measurements (ft))]$ 

Actual Thickness (t) = Total tons delivered / [Actual Area (SY) x 0.0575 Tons/SY/inch]

a) Area: If the average width exceeds the allowable tolerance, an adjustment will be made using the following formula. The tolerance for width is equal to the specified thickness (in.) of the lift being placed.

Tons Adjusted for Area  $(T_A) = [(L \times W_{adj})/9] \times (t) \times 0.0575 \text{ Tons/SY/inch} = (-) \text{ Tons}$ 

```
Where: L = Length (ft)

(t) = Actual thickness (inches)

W<sub>adi</sub> = (Designed width (ft) + tolerance /12) - Measured Width)
```

b) <u>Thickness</u>: If the actual average thickness is less than the allowable tolerance, the Contractor shall submit a repair procedure to the Engineer for approval. If the actual thickness exceeds the allowable tolerance, an adjustment will be made using the following formula:

Tons Adjusted for Thickness ( $T_T$ ) = A x  $t_{adj}$  x 0.0575 = (-) Tons

```
Where: A = Area = {[L x (Designed width + tolerance (lift thickness)/12)] / 9}

t_{adj} = Adjusted thickness = [(Dt + tolerance) - Actual thickness]

Dt = Designed thickness (inches)
```

c) <u>Weight</u>: If the quantity of bituminous concrete representing the mixture delivered to the project is in excess of the allowable gross vehicle weight (GVW) for each vehicle, an adjustment will be made using the following formula:

Tons Adjusted for Weight  $(T_W) = GVW - DGW = (-)$  Tons

Where: DGW = Delivered gross weight as shown on the delivery ticket or measured on a certified scale.

- d) <u>Mixture Adjustment</u>: The quantity of bituminous concrete representing the production lot at the Plant will be adjusted as follow:
  - Non-PWL Production Lot (less than 3500 tons):
     The adjustment values in Table 4.06-6 and 4.06-7 shall be calculated for each sub lot based on the Air Void (AV) and Asphalt Binder Content (PB) test results for that sub lot. The total adjustment for each day's production (lot) will be computed using tables and the following formulas:

Tons Adjusted for Superpave Design  $(T_{SD}) = [(AdjAV_t + AdjPB_t) / 100] X Tons$ 

Percent Adjustment for Air Voids =  $AdjAV_t = [AdjAV_1 + AdjAV_2 + AdjAV_i + ... + AdjAV_n)]/n$ 

Where:  $AdjAV_t$  = Total percent air void adjustment value for the lot  $AdjAV_i$  = Adjustment value from Table 4.06-7 resulting from each sub lot or the average of the adjustment values resulting from multiple tests within a sub lot, as approved by the Engineer. n = number of sub lots based on Table M.04.03-2

TABLE 4.06-6: Adjustment Values for Air Voids

Adjustment Value	S0.25, S0.375, S0.5, S1
$(AdjAV_i)$ (%)	Air Voids (AV)
+2.5	3.8 - 4.2
+3.125*(AV-3)	3.0 - 3.7
-3.125*(AV-5)	4.3 - 5.0
20*(AV-3)	2.3 - 2.9
-20*(AV-5)	5.1 – 5.7
-20.0	$\leq 2.2 \text{ or } \geq 5.8$

<u>Percent Adjustment for Asphalt Binder</u> =  $AdjPB_t = [(AdjPB_1 + AdjPB_2 + AdjPB_i + ... + AdjPB_n)] / n$ 

Where: AdjPB<sub>t</sub>= Total percent asphalt binder adjustment value for the lot AdjPB<sub>i</sub> = Adjustment value from Table 4.06-7 resulting from each sub lot n = number of binder tests in a production lot

**TABLE 4.06-7: Adjustment Values for Binder Content** 

Adjustment Value (AdjAV <sub>i</sub> ) (%)	S0.25, S0.375, S0.5, S1 Pb
0.0	JMF Pb $\pm 0.3$
- 10.0	$\leq$ JMF Pb - 0.4 or $\geq$ JMF Pb + 0.4

## ii. PWL Production Lot (3500 tons or more):

For each lot, the adjustment values shall be calculated based on PWL for AV, VMA and PB test results. The lot will be considered as being normally distributed and all applicable equations in AASHTO R9 and AASHTO R42 Appendix X4 will apply.

Only one test result will be considered for each sub lot. The specification limits are listed in Section M.04.

For AV, PB and voids in mineral aggregate (VMA), the individual material quality characteristic adjustment (Adj) will be calculated as follow:

For PWL between 50 and 90%:  $Adj(AV_t \text{ or } PB_t \text{ or } VMA_t) = (55 + 0.5 \text{ PWL}) - 100$ For PWL at and above 90%:  $Adj(AV_t \text{ or } PB_t \text{ or } VMA_t) = (77.5 + 0.25 \text{ PWL}) - 100$ 

#### Where:

 $AdjAV_t$  = Total percent AV adjustment value for the lot  $AdjPB_t$  = Total percent PB adjustment value for the lot  $AdjVMA_t$  = Total percent VMA adjustment value for the lot

Lots with PWL less than 50% in any of the three individual material quality characteristics will be evaluated under 1.06.04.

The total adjustment for each production lot will be computed using the following formula:

Tons Adjusted for Superpave Design  $(T_{SD}) = [(0.5AdjAV_t + 0.25AdjPB_t + 0.25AdjVMA_t) / 100] X Tons$ 

## iii. Partial Lots:

Lots with less than 4 sublots will be combined with the prior lot. If there is no prior lot with equivalent material or if the last test result of the prior lot is over 30 calendar days old, the adjustment will be calculated as indicated in 4.06.04-2.d.i.

Lots with 4 or more sublots will be calculated as indicated in 4.06.04-2.d.ii.

e) Density Adjustment: The quantity of bituminous concrete measured for payment in a lift of pavement specified to be 1½ inches or greater may be adjusted for density. Separate density adjustments will be made for each lot and will not be combined to establish one density adjustment. The final lot quantity shall be the difference between the total payable tons for the project and the sum of the previous lots. If either the Mat or Joint adjustment value is "remove and replace", the density lot shall be removed and replaced (curb to curb).

No positive adjustment will be applied to a Density Lot in which any core was not taken within the required 5 calendar days of placement.

Tons Adjusted for Density ( $T_D$ ) = [{( $PA_M \times .50$ ) + ( $PA_J \times .50$ )} / 100] X Density Lot Tons

Where:  $T_D$  = Total tons adjusted for density for each lot  $PA_M$  = Mat density percent adjustment from Table 4.06-9  $PA_I$  = Joint density percent adjustment from Table 4.06-10

TABLE 4.06-9: Adjustment Values for Pavement Mat density

Average Core Result Percent Mat Density	Percent Adjustment (Bridge and Non-Bridge) (1)(2)
97.1 - 100	-1.667*(ACRPD-98.5)
94.5 – 97.0	+2.5
93.5 – 94.4	+2.5*(ACRPD-93.5)
92.0 – 93.4	0
90.0 – 91.9	-5*(92-ACRPD)
88.0 – 89.9	-10*(91-ACRPD)
87.0 – 87.9	-30
86.9 or less	Remove and Replace (curb to curb)

TABLE 4.06-10: Adjustment Values for Pavement Joint Density

Average Core Result Percent Joint Density	Percent Adjustment (Bridge and Non-Bridge) (1)(2)		
97.1 – 100	-1.667*(ACRPD-98.5)		
93.5 – 97.0	+2.5		
92.0 – 93.4	+1.667*(ACRPD-92)		
91.0 – 91.9	0		
89.0 – 90.9	-7.5*(91-ACRPD)		
88.0 – 88.9	-15*(90-ACRPD)		
87.0 – 87.9	-30		
86.9 or less	Remove and Replace (curb to curb)		

<sup>(1)</sup> ACRPD = Average Core Result Percent Density

**3. Transitions for Roadway Surface:** The installation of permanent transitions shall be measured under the appropriate item used in the formation of the transition.

The quantity of material used for the installation of temporary transitions shall be measured for payment under the appropriate item used in the formation of the transition. The installation and removal of a bond breaker, and the removal and disposal of any temporary transition formed by milling or with bituminous concrete payment is not measured for payment.

**4. Cut Bituminous Concrete Pavement:** The quantity of bituminous concrete pavement cut will be measured in accordance with Article 2.02.04.

<sup>(2)</sup> All Percent Adjustments to be rounded to the second decimal place. For example, 1.667 is to be rounded to 1.67.

- **5. Material for Tack Coat:** The quantity of tack coat will be measured for payment by the number of gallons furnished and applied on the Project and approved by the Engineer. No tack coat material shall be included that is placed in excess of the tolerance described in Article 4.06.03.
  - a. Container Method- Material furnished in a container will be measured to the nearest ½ gallon. The volume will be determined by either measuring the volume in the original container by a method approved by the Engineer or using a separate graduated container capable of measuring the volume to the nearest ½ gallon. The container in which the material is furnished must include the description of material, including lot number or batch number and manufacturer or product source.

#### b. Vehicle Method-

i. Measured by Weight: The number of gallons furnished will be determined by weighing the material on calibrated scales furnished by the Contractor. To convert weight to gallons, one of the following formulas will be used:

$$Tack \ Coat \ (gallons \ at \ 60^{\circ}F) = \frac{\text{Measured Weight (pounds)}}{\text{Weight per gallon at } 60^{\circ}F}$$
 
$$Tack \ Coat \ (gallons \ at \ 60^{\circ}F) = \frac{0.996 \ \text{x} \ \text{Measured Weight (pounds)}}{\text{Weight per gallon at } 77^{\circ}F}$$

ii. Measured by automated metering system on the delivery vehicle:

Tack Coat (gallons at  $60^{\circ}$ F) = Factor (from Table 4.06-11) multiplied by the measured gallons.

TARLE	4 06-1	1. Factor t	to Convert V	alume of T	ack Coat to 60°F
1 /3 1 ) 1 / 1 /	+.WW- I	i acioi i	U CUHVELL V	Olullic Ol I	auk vual iu uu i

Tack Coat Application Temperature (°F)	Factor	Tack Coat Application Temperature (°F)	Factor
75	0.996	120	0.985
80	0.995	125	0.984
85	0.994	130	0.983
90	0.993	135	0.982
95	0.991	140	0.980
100	0.990	145	0.979
105	0.989	150	0.978
110	0.988	155	0.977
115	0.986	160	0.976

**6. Material Transfer Vehicle (MTV):** The furnishing and use of a MTV will be measured separately for payment based on the actual number of surface course tons delivered to a paver using the MTV.

## 4.06.05—Basis of Payment:

- **1. HMA S\* or PMA S\*:** The furnishing and placing of bituminous concrete will be paid for at the Contract unit price per ton for "HMA S\*" or "PMA S\*".
- All costs associated with providing illumination of the work area are included in the general cost of the work.
- All costs associated with cleaning the surface to be paved, including mechanical sweeping, are included in the general cost of the work. All costs associated with constructing longitudinal joints are included in the general cost of the work.
- All costs associated with obtaining cores for acceptance testing and dispute resolution are included in the general cost of the work.
- **2. Bituminous Concrete Adjustment Costs**: The adjustment will be calculated using the formulas shown below if all of the measured adjustments in Article 4.06.04 are not equal to zero. A positive or negative adjustment will be applied to monies due the Contractor.

**Production Lot:**  $[T_T + T_A + T_W + T_{SD}] \times Unit Price = Est. (P)$ 

**Density Lot:**  $T_D x$  **Unit Price = Est. (D)** 

Where: Unit Price = Contract unit price per ton per type of mixture  $T_* = \text{Total tons of each adjustment calculated in Article 4.06.04}$ 

Est. ( ) = Pay Unit represented in dollars representing incentive or disincentive.

The Bituminous Concrete Adjustment Cost item if included in the bid proposal or estimate is not to be altered by the Contractor.

- **3. Transitions for Roadway Surface:** The installation of permanent transitions shall be paid under the appropriate item used in the formation of the transition. The quantity of material used for the installation of temporary transitions shall be paid under the appropriate pay item used in the formation of the transition. The installation and removal of a bond breaker, and the removal and disposal of any temporary transition formed by milling or with bituminous concrete pavement is included in the general cost of the work.
- 4. The cutting of bituminous concrete pavement will be paid in accordance with Article 2.02.05.
- **5.** Material for tack coat will be paid for at the Contract unit price per gallon at 60°F for "Material for Tack Coat".
- **6.** The Material Transfer Vehicle (MTV) will be paid at the Contract unit price per ton for a "Material Transfer Vehicle".

Pay Item*	Pay Unit*
HMA S*	ton
PMA S*	ton
Bituminous Concrete Adjustment Cost	est.
Material for Tack Coat	gal.
Material Transfer Vehicle	ton

<sup>\*</sup>For contracts administered by the State of Connecticut, Department of Administrative Services, the pay items and pay units are as shown in contract award price schedule.

# SECTION 10.00 – GENERAL CLAUSES FOR HIGHWAY ILLUMINATION AND TRAFFIC SIGNAL PROJECTS

**Article 10.00.10** – (b), item 3. Functional Inspection, in the first paragraph after the  $2^{nd}$  sentence: Add the following:

The contractor shall have a bucket truck with crew on site during the Functional Inspection to make any necessary aerial signal adjustments as directed by the Engineer.

**Article 10.00.12** - Negotiations with utility company: Add the following:

The contractor shall give notice to utility companies a minimum of 30 days prior to required work or services to the utility company. Refer to Section 1.07 – Legal Relations and Responsibilities for the list of utility companies and representatives the contractor shall use.

The Contractor shall perform all work in conformance with Rules and Regulations of Public Utility Regulatory Authority (PURA) concerning Traffic Signals attached to Public Service Company Poles. The Contractor is cautioned that there may be energized wires in the vicinity of the specified installations. In addition to ensuring compliance with NESC and OSHA regulations, the Contractor and/or its Sub-Contractors shall coordinate with the appropriate utility company for securing/protecting the site during the installation of traffic signal mast arms, span poles or illumination poles.

When a span is attached to a utility pole, the Contractor shall ensure the anchor is in line with the proposed traffic signal span wire. More than 5 degree deviation will lower the holding strength and is not allowed. The Contractor shall provide any necessary assistance required by the utility company, and ensure the anchor and guy have been installed and properly tensioned prior to attaching the span wire to the utility pole.

## **SECTION 12.00 – GENERAL CLAUSES FOR HIGHWAY SIGNING**

## **Description:**

Work under this item shall conform to the requirements of Section 12.00 supplemented as follows:

#### **12.00.06 – Data Labels:**

For the purpose of developing and maintaining a highway sign inventory and for the purpose of sampling and testing reflective sheeting, the Contractor shall affix a Data Label(s) to the back of each State owned and maintained sign face-extruded aluminum sign and sign face-sheet aluminum sign in the vicinity of the lower left hand corner or quadrant. Data Labels shall be 2 (two) separate 5 (five) inch by 3 (three) inch (125mm by 75mm), non-reflective weatherproof films with black copy on a yellow background having a pressure sensitive adhesive backing.

A "Fabrication" Data Label is to include information about the sign fabricator, date of fabrication and the sheeting manufacturer - type. An "Installation" Data Label is to include The State Project Number or Maintenance Permit Number that installed the sign and date of installation.

The cost of the data labels coded and in place on the sign shall be included in the unit cost of the respective sign material. Payment for the respective quantities of each sign face-extruded aluminum sign and each sign face-sheet aluminum sign may be withheld until all Data Label(s) have been installed to the satisfaction of the Engineer.

The Data Label designs, with additional notes relative to design requirements are attached herewith.

#### 12.00.07 – Global Positioning System (GPS) coordinates for signs:

The Contractor shall obtain and provide to the Engineer sign installation data, including Global Positioning System (GPS) latitude and longitude coordinates, for all new permanent State owned and maintained signs (temporary and construction signs are not to be included) installed in the project. The Engineer shall forward the sign data to the Division of Traffic Engineering. The horizontal datum is to be set to the State Plane Coordinate System, North American Datum of 1983 (NAD83) in feet. The minimum tolerance must be within 10 feet. The format of the GPS information shall be provided in a Microsoft Office compatible spreadsheet (Excel) file with data for each sign. The record for each sign installed is to be compatible with the anticipated CTDOT Sign Inventory and Management System (CTSIMS). The following format shall be used. However, the data fields noted by "#" are not required for the project submission. These entries will be completed as part of the Traffic Engineering CTSIMS data upload.

The cost of this work shall be included in the cost of the respective sign face – sheet aluminum and sign face – extruded aluminum items. The receipt of this electronic database must be received and accepted by the Engineer prior to final payment for items involving permanent highway signing. The electronic database information shall detail information regarding the sign actually installed by the project.

Field	Number	Type	size	Description
	1	text	20	Record Number (starting at 1)
	2	text	20	Sign Catalog Number
#	3	text	10	Size Height
#	4	text	10	Size Width
	5	text	25	Legend
#	6	text	10	Background Color
#	7	text	10	Copy Color
	8	Link	25	Material (see acceptable categories)
	9	text	30	Comments if any
#	10	text	20	MUTCD Type
	11	text	15	Town
	12	text	5	Route
	13	text	5	Route direction
#	14	text	10	Highway Log Mileage
	15	text	15	Latitude
	16	text	15	Longitude
	17	text	25	Mounting Type
	18	text	25	Reflective Sheeting Type
	19	date	25	Date Installed
	20	text	10	Number of Posts
	21	text	255	Sheeting Manufacturer name and address
	22	text	15	State Project Number (or)
	23	text	15	Encroachment Permit number.
	24	Graphic	*	Sign Picture Graphic.

<sup>\*</sup> Graphics provided shall be representative of the sign supplied and be in color. Graphic formats shall be either JPG or TIFF and provided with a recommended pixel density of 800 x 600. The graphic shall be inserted in the supplied media in field 24 for each sign.

#### **DATA LABELS**

NON REFLECTIVE, WEATHERPROOF FILM BLACK COPY, YELLOW BACKGROUND

# CONN DOT SIGN FACE DATA LABEL

Fabricator: (Insert NAME or State)
Sheeting Manufacturer - Type
(Insert NAME - TYPE)

#### **Date Fabricated - Month / Year**

J	F	M	A	M	J	J	A	S	О	N	D
12	13	14	15	16	17	18	19	20	21	22	23

## CONN DOT SIGN FACE DATA LABEL

## **Installed By:**

Project No.: (Insert 000-0000 or State)
Permit No.: (Insert D -000000)

#### Date Installed - Month / Year

J	F	M	A	M	J	J	A	S	О	N	D
12	13	14	15	16	17	18	19	20	21	22	23

Data Labels To Be 5 Inch By 3 Inch Each (125mm x 75mm) With Face Designs As Shown Above.

All Copy Ink Must Be Durable And Not Fade, Discolor, Or Smudge.

All Variable Legends To Be Included At Label Fabrication.

Only One "Installed By" Permit Or Project Number Should Be Provided.

Sign Fabrication And / Or Installation By State Forces, Insert "State."

The Month And Year Of Fabrication And Installation May Be Punched Or Marked Out

The Back Of The Data Label Must Contain A Pre-coated Pressure-Sensitive Adhesive Covered By A Removable Liner.

At Application, The Liner Must Be removable Without Soaking In Water Or Other Solvents.

The Adhesive Must Form A Durable Bond To Surfaces That Are Smooth, Clean, Corrosion-Free And Weather Resistant.

Completed Data Labels Must Not Discolor, Crack, Craze, Blister, Delaminate, Peel, Chalk, Or Lose Adhesion When Subjected To Temperatures From -30 Degrees to 200 Degrees Fahrenheit.

## **SECTION M.04 BITUMINOUS CONCRETE MATERIALS**

Section M.04 is being deleted in its entirety and replaced with the following:

M.04.01—Bituminous Concrete Materials and Facilities

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

M.04.03—Production Requirements

M.04.01—Bituminous Concrete Materials and Facilities: Each source of component material, Plant and laboratory used to produce and test bituminous concrete must be qualified on an annual basis by the Engineer. AASHTO or ASTM Standards noted with an (M) have been modified and are detailed in Table M.04.03-6.

Aggregates from multiple sources of supply must not be blended or stored in the same stockpile.

#### 1. Coarse Aggregate:

All coarse aggregate shall meet the requirements listed in Section M.01.

## 2. Fine Aggregate:

All fine aggregate shall meet the requirements listed in Section M.01

#### 3. Mineral Filler:

Mineral filler shall conform to the requirements of AASHTO M 17.

## 4. Performance Graded (PG) Asphalt Binder:

#### a. General:

- i. PG asphalt binder shall be uniformly mixed and blended and be free of contaminants such as fuel oils and other solvents. Binder shall be properly heated and stored to prevent damage or separation.
- ii. The binder shall meet the requirements of AASHTO M 332 and shall be graded or verified in accordance with AASHTO R 29. The Contractor shall submit a Certified Test Report and bill of lading representing each delivery in accordance with AASHTO R 26(M). The Certified Test Report must also indicate the binder specific gravity at 77°F; rotational viscosity at 275°F and 329°F and the mixing and compaction viscosity-temperature chart for each shipment.
- iii. The Contractor shall submit the name(s) of personnel responsible for receipt, inspection, and record keeping of PG binder. Contractor plant personnel shall document specific storage tank(s) where binder will be transferred and stored until used, and provide binder samples to the Engineer upon request. The person(s) shall assure that each shipment is accompanied by a statement certifying that the transport

vehicle was inspected before loading and was found acceptable for the material shipped, and, that the binder is free of contamination from any residual material, along with two (2) copies of the bill of lading.

iv. The blending or combining of PG binders in one storage tank at the Plant from different suppliers, grades, or additive percentages is prohibited.

## b. Basis of Approval:

The request for approval of the source of supply shall list the location where the material will be manufactured, and the handling and storage methods, along with necessary certification in accordance with AASHTO R 26(M). Only suppliers/refineries that have an approved "Quality Control Plan for Performance Graded Binders" formatted in accordance with AASHTO R 26(M) may supply PG binders to Department projects.

#### c. Standard Performance Grade (PG) Binder:

- i. Standard PG binder shall be defined as "Neat". Neat PG binders shall be free from modification with: fillers, extenders, reinforcing agents, adhesion promoters, thermoplastic polymers, acid modification and other additives such as re-refined motor oil, and shall indicate such information on each bill of lading and certified test report.
- ii. The standard asphalt binder grade shall be PG 64S-22.

#### d. Modified Performance Grade (PG) Binder:

The modified asphalt binder shall be Performance Grade PG 64E-22 asphalt modified solely with a Styrene-Butadiene-Styrene (SBS) polymer. The polymer modifier shall be added at either the refinery or terminal and delivered to the bituminous concrete production facility as homogenous blend. The stability of the modified binder shall be verified in accordance with ASTM D7173 using the Dynamic Shear Rheometer (DSR). The DSR G\*/sin( $\delta$ ) results from the top and bottom sections of the ASTM D7173 test shall not differ by more than 10%. The results of ASTM D7173 shall be included on the Certified Test Report. The binder shall meet the requirements of AASHTO M 332 (including Appendix X1) and AASHTO R 29.

#### e. Warm Mix Additive or Technology:

- i. The warm mix additive or technology must be listed on the North East Asphalt User Producer Group (NEAUPG) Qualified Warm Mix Asphalt (WMA) Technologies List at the time of bid, which may be accessed online at <a href="http://www.neaupg.uconn.edu">http://www.neaupg.uconn.edu</a>.
- ii. The warm mix additive shall be blended with the asphalt binder in accordance with the manufacturer's recommendations.
- iii. The blended binder shall meet the requirements of AASHTO M 332 and shall be graded or verified in accordance with AASHTO R 29 for the specified binder grade. The Contractor shall submit a Certified Test Report showing the results of the testing

demonstrating the binder grade. In addition, it must include the grade of the virgin binder, the brand name of the warm mix additive, the manufacturer's suggested rate for the WMA additive, the water injection rate (when applicable) and the WMA Technology manufacturer's recommended mixing and compaction temperature ranges.

### 5. Emulsified Asphalts:

#### a. General:

- i. The emulsified asphalt shall meet the requirements of AASHTO M 140 or AASHTO M 208 as applicable.
- ii. The emulsified asphalts shall be free of contaminants such as fuel oils and other solvents.
- iii. The blending at mixing plants of emulsified asphalts from different suppliers is prohibited.

## b. Basis of Approval

- i. The request for approval of the source of supply shall list the location where the material is manufactured, the handling and storage methods, and certifications in accordance with AASHTO PP 71. Only suppliers that have an approved "Quality Control Plan for Emulsified Asphalt" formatted in accordance with AASHTO PP 71 and submit monthly split samples per grade to the Engineer may supply emulsified asphalt to Department projects.
- ii. Each shipment of emulsified asphalt delivered to the project site shall be accompanied with the corresponding Certified Test Report listing Saybolt viscosity, residue by evaporation, penetration of residue, and weight per gallon at 77°F and Material Certificate.
- iii. Anionic emulsified asphalts shall conform to the requirements of AASHTO M-140. Materials used for tack coat shall not be diluted and meet grade RS-1 or RS-1H. When ambient temperatures are 80°F and rising, grade SS-1 or SS-lH may be substituted if permitted by the Engineer.
- iv. Cationic emulsified asphalt shall conform to the requirements of AASHTO M-208. Materials used for tack coat shall not be diluted and meet grade CRS-1. The settlement and demulsibility test will not be performed unless deemed necessary by the Engineer. When ambient temperatures are 80°F and rising, grade CSS-1 or CSS-lh may be substituted if permitted by the Engineer.

#### 6. Reclaimed Asphalt Pavement (RAP):

- a. General: RAP is a material obtained from the cold milling or removal and processing of bituminous concrete pavement. RAP material shall be crushed to 100% passing the ½ inch sieve and free from contaminants such as joint compound, wood, plastic, and metals.
- b. <u>Basis of Approval</u>: 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 on Department projects, the Contractor shall provide a Materials Certificate listing the detailed locations and lengths of those pavements and that the RAP is only from those locations listed.
  - ii. When the RAP material source or quality is not known, the Contractor shall request for approval to the Engineer at least 30 calendar days prior to the start of the paving operation. The request shall include a Material Certificate and applicable test results stating that the RAP consists of aggregates that meet the specification requirements of sub articles M.04.01-1 through 3, and, that the binder in the RAP is substantially free of solvents, tars and other contaminants. The Contractor is prohibited from using unapproved material on Department projects and shall take necessary action to prevent contamination of approved RAP stockpiles. Stockpiles of unapproved material shall remain separate from all other RAP materials at all times. The request for approval shall include the following:
    - 1. A 50-pound sample of the RAP to be incorporated into the recycled mixture.
    - 2. A 25-pound sample of the extracted aggregate from the RAP.

## 7. Crushed Recycled Container Glass (CRCG):

- a. <u>Requirements</u>: The Contractor may propose to use clean and environmentally-acceptable CRCG in an amount not greater than 5% by weight of total aggregate.
- b. <u>Basis of Approval</u>: The Contractor shall submit to the Engineer a request to use CRCG. The request shall 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						
Sieve Size	Percent Passing					
3/8-inch	100					
No. 4	35-100					
No. 200	0.0-10.0					

The Contractor shall submit a Materials Certificate to the Engineer stating that the CRCG complies with all the applicable requirements in this specification.

#### 8. Joint Seal Material:

a. <u>Requirements:</u> Joint seal material must meet the requirements of ASTM D 6690 – Type 2. The Contractor shall submit a Material Certificate in accordance with Article 1.06.07 certifying that the joint seal material meets the requirements of this specification.

## 9. Recycled Asphalt Shingles (RAS)

a. <u>Requirements</u>: RAS shall consist of processed asphalt roofing shingles from post-consumer asphalt shingles or from manufactured shingle waste. The RAS material under consideration for use in bituminous concrete mixtures must be certified as being asbestos free and shall be entirely free of whole, intact nails. The RAS material shall meet the requirements of AASHTO MP 23.

The producer shall test the RAS material to determine the asphalt content and the gradation of the RAS material. The producer shall take necessary action to prevent contamination of RAS stockpiles.

The Contractor shall submit a Materials Certificate to the Engineer stating that the RAS complies with all the applicable requirements in this specification.

#### 10. Plant Requirements:

- a. <u>General</u>: The Plant producing bituminous concrete shall comply with AASHTO M 156.
- b. <u>Storage Silos</u>: The Contractor may use silos for short-term storage with the approval of the Engineer. A silo must have heated cones and an unheated silo cylinder if it does not contain a separate internal heating system. When multiple silos are filled, the Contractor shall discharge one silo at a time. Simultaneous discharge of multiple silos for the same Project is not permitted.

Type of silo cylinder	Maximum storage time for all classes (hr)				
	HMA	WMA/PMA			
Open Surge	4	Mfg Recommendations*			
Unheated – Non-insulated	8	Mfg Recommendations*			
Unheated – Insulated	18	Mfg Recommendations*			
Heated – No inert gas TBD b	by the Engineer				
*Not to exceed HMA limits					

c. <u>Documentation System</u>: The mixing plant documentation system shall include equipment for accurately proportioning the components of the mixture by weight and in the proper order, controlling the cycle sequence and timing the mixing operations. Recording equipment shall monitor the batching sequence of each component of the mixture and produce a printed record of these operations on each Plant ticket, as specified herein.

If recycled materials are used, the Plant tickets shall include their dry weight, percentage and daily moisture content.

If a WMA Technology is added at the Plant, the Plant tickets shall include the actual dosage rate.

For drum Plants, the Plant ticket shall be produced at 5 minute intervals and maintained by the vendor for a period of three years after the completion of the project.

For batch Plants, the Plant ticket shall be produced for each batch and maintained by the vendor for a period of three years after the completion of the project. In addition, an asterisk (\*) shall be automatically printed next to any individual batch weight(s) exceeding the following tolerances:

Each Aggregate Component  $\pm 1.5\%$  of individual or cumulative target weight for

each bin

Mineral Filler  $\pm 0.5\%$  of the total batch Bituminous Material  $\pm 0.1\%$  of the total batch Zero Return (Aggregate)  $\pm 0.5\%$  of the total batch Zero Return (Bituminous Material)  $\pm 0.1\%$  of the total batch

The entire batching and mixing interlock cut-off circuits shall interrupt and stop the automatic batching operations when an error exceeding the acceptable tolerance occurs in proportioning.

The scales shall not be manually adjusted during the printing process. In addition, the system shall be interlocked to allow printing only when the scale has come to a complete rest. A unique printed character (m) shall automatically be printed on the ticket when the automatic batching sequence is interrupted or switched to auto-manual or full manual during proportioning.

- d. <u>Aggregates</u>: Aggregate stockpiles shall be managed to prevent segregation and cross contamination. For drum plants only, the percent moisture content at a minimum prior to production and half way through production shall be determined.
- e. <u>Mixture</u>: The dry and wet mix times shall be sufficient to provide a uniform mixture and a minimum particle coating of 95% as determined by AASHTO T 195(M).

Bituminous concrete mixtures shall contain no more than 0.5% moisture when tested in accordance with AASHTO T 329.

- f. <u>RAP</u>: RAP moisture content shall be determined a minimum of twice daily (prior to production and halfway through production).
- g. <u>Asphalt Binder</u>: A binder log shall be submitted to the Department's Central Lab on a monthly basis.
- h. <u>Warm mix additive</u>: For mechanically foamed WMA, the water injection rate shall be monitored during production and not exceed 2.0% by total weight of binder. For additive added at the Plant, the dosage rate shall be monitored during production.
- i. <u>Plant Laboratory</u>: The Contractor shall maintain a laboratory at the production facility to test bituminous concrete mixtures during production. The laboratory shall have a minimum of 300 square feet, have a potable water source and drainage in accordance with the CT Department of Public Health Drinking Water Division, and be equipped with all necessary testing equipment as well as with a PC, printer, and telephone with a dedicated hard-wired phone line. In addition, the PC shall have internet connection and a functioning web browser with unrestricted access to <a href="https://ctmail.ct.gov">https://ctmail.ct.gov</a>. This equipment shall be maintained in working order at all times and be made available for use by the Engineer.

The laboratory shall be equipped with a heating system capable of maintaining a minimum temperature of 65°F. It shall be clean and free of all materials and equipment not associated with the laboratory. Sufficient light and ventilation must be provided. During summer months, adequate cooling or ventilation must be provided so the indoor air temperature shall not exceed the ambient outdoor temperature.

The laboratory testing apparatus, supplies, and safety equipment shall be capable of performing all tests in their entirety that are referenced in AASHTO R 35and AASHTO M 323. The Contractor shall ensure that the Laboratory is adequately supplied at all times during the course of the project with all necessary testing supplies and equipment.

The Contractor shall maintain a list of laboratory equipment used in the acceptance testing processes including but not limited to, balances, scales, manometer/vacuum gauge, thermometers, gyratory compactor, clearly showing calibration and/or inspection dates, in accordance with AASHTO R 18. The Contractor shall notify the Engineer if any modifications are made to the equipment within the laboratory. The Contractor shall take immediate action to replace, repair, and/or recalibrate any piece of equipment that is out of calibration, malfunctioning, or not in operation.

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

#### 1. Curb Mix:

- a. <u>Requirements</u>: The Contractor shall use bituminous concrete that meets the requirements of Table M.04.02-1. RAP may be used in 5% increments by weight up to 30%.
- b. <u>Basis of Approval</u>: Annually, an approved JMF based on a mix design for curb mix must be on file with the Engineer prior to use.

Any change in component source of supply or consensus properties must be approved by the Engineer. A revised JMF shall be submitted prior to use.

TABLE M.04.02 – 1: Control Points for Curb Mix Mixtures

<b>Notes:</b> (a) Compaction Param passing the #200 sieve shall mappeals binder.						
Mix	Curb Mix	Production Tolerances from JMF target				
Grade of PG Binder content %	PG 64S-22 6.5 - 9.0	0.4				
Sieve Size						
# 200	3.0 – 8.0 (b)	2.0				
# 50	10 - 30	4				
# 30	20 - 40	5				
#8	40 - 70	6				
# 4	65 - 87	7				
1/4"						
3/8 "	95 - 100	8				
1/2 "	100	8				
3/,"		8				
1"						
2"						
Additionally, the fraction o						
consecutive sieve		ss than 4%				
	re Temperature	ΣΓ				
Binder	+	325°F maximum				
Aggregate		280-350° F				
Mixtures		65-325° F				
	ure Properties					
Air Voids (VA) %	0 – 4.0 (a)					

#### 2. Superpave Design Method – S0.25, S0.375, S0.5, and S1

a. Requirements: All designated mixes shall be designed using the Superpave mix design method in accordance with AASHTO R 35. A JMF based on the mix design shall meet the requirements of Tables M.04.02-2 through Table M.04.02-5. Each JMF must be submitted no less than seven (7) days prior to production and must be approved by the Engineer prior to use. All approved JMFs expire at the end of the calendar year.

All aggregate component consensus properties and tensile strength ratio (TSR) specimens shall be tested at an AASHTO Materials Reference Laboratory (AMRL) by NETTCP certified technicians.

All bituminous concrete mixes shall be tested for stripping susceptibility by performing the tensile strength ratio (TSR) test procedure in accordance with AASHTO T 283(M) at a minimum every 36 months. The compacted specimens may be fabricated at the Plant and then tested at an AMRL accredited facility. TSR specimens, and corresponding JMF shall be submitted with each test report.

- i. Superpave Mixtures with RAP: RAP may be used with the following conditions:
- RAP amounts up to 15% may be used with no binder grade modification.
- RAP amounts up to 20% may be used provided a new JMF is approved by the Engineer. The JMF submittal shall include the grade of virgin binder added. The JMF shall be accompanied by a blending chart and supporting test results in accordance with AASHTO M 323 Appendix X1, or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.
- Two representative samples of RAP shall be obtained. Each sample shall be split and one split sample shall be tested for binder content in accordance with AASHTO T 164 and the other in accordance AASHTO T 308.
- RAP material shall not be used with any other recycling option.
- ii. Superpave Mixtures with RAS: RAS may be used solely in HMA S1 mixtures with the following conditions:
- RAS amounts up to 3% may be used.
- RAS total binder replacement up to 15% may be used with no binder grade modification.
- RAS total binder replacement up to 20% may be used provided a new JMF is approved by the Engineer. The JMF submittal shall include the grade of virgin binder added. The JMF shall be accompanied by a blending chart and supporting test results in accordance to AASHTO M 323 appendix X1 or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.

- Superpave Mixtures with RAS shall meet AASHTO PP 78 design considerations. The RAS asphalt binder availability factor (F) used in AASHTO PP 78 shall be 0.85.
- iii. Superpave Mixtures with CRCG: CRCG may be used solely in HMA S1 mixtures. One percent of hydrated lime, or other accepted non-stripping agent, shall be added to all mixtures containing CRCG. CRCG material shall not be used with any other recycling option.
- b. Basis of Approval: The following information must be included with the JMF submittal:
  - Gradation, consensus properties and specific gravities of the aggregate, RAP or RAS.
  - Average asphalt content of the RAP or RAS by AASHTO T 164.
  - Source of RAP or RAS, and percentage to be used.
  - Warm mix Technology, manufacturer's recommended additive rate and tolerances and manufacturer recommended mixing and compaction temperatures.
  - TSR test report and anti-strip manufacturer and recommended dosage rate if applicable.
  - Mixing and compaction temperature ranges for the mix with and without the warm-mix technology incorporated.
  - JMF ignition oven correction factor by AASHTO T 308.

With each JMF submittal, the following samples shall be submitted to the Division of Materials Testing:

- 4 one quart cans of PG binder, with corresponding Safety Data Sheet (SDS)
- 1 50 lbs bag of RAP
- 2-50 lbs bag of plant blended virgin aggregate

A JMF may not be approved if any of the properties of the aggregate components or mix do not meet the verification tolerances as described in the Department's current QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures.

Any material based on a JMF, once approved, shall only be acceptable for use when it is produced by the designated plant, it utilizes the same components, and the production of material continues to meet all criteria as specified herein, and component aggregates are maintained within the tolerances shown in Table M.04.02-2. A new JMF must be submitted to the Engineer for approval whenever a new component source is proposed.

Only one mix with one JMF will be approved for production at any one time. Switching between approved JMF mixes with different component percentages or sources of supply is prohibited.

c. <u>Mix Status</u>: Each facility will have each type of mixture rated based on the results of the previous year's production. Mix Status will be provided to each bituminous concrete producer annually prior to the beginning of the paving season.

The rating criteria are based on compliance with Air Voids and Voids in Mineral Aggregate (VMA) as indicated in Table M.04.03-4 and are calculated as follows:

Criteria A: Percentage of acceptance test results with compliant air voids.

Criteria B: The average of the percentage of acceptance test results with compliant VMA, and percentage of acceptance test results with compliant air voids.

The final rating assigned will be the lower of the rating obtained with Criteria A or B.

Mix status is defined as:

#### "A" – Approved:

Assigned to each mixture type from a production facility with a current rating of 70% or greater, or to each mixture type completing a successful PPT.

#### "PPT" – Pre-Production Trial:

Temporarily assigned to each mixture type from a production facility when:

- 1. there are no compliant acceptance production test results submitted to the Department from the previous year;
- 2. there is a source change in one or more aggregate components
- 3. there is a component percentage change of more than 5% by weight;
- 4. there is a change in RAP percentage;
- 5. the mixture has a rating of less than 70% from the previous season;
- 6. a new JMF not previously submitted.

Bituminous concrete mixtures with a "PPT" status cannot be used on Department projects. Testing shall be performed by the Producer with NETTCP certified personnel on material under this status. Test results must confirm that specifications requirements in Table M.04.02-2 and Table M.04.02-5 are met before material can be used. One of the following methods must be used to verify the test results:

Option A: Schedule a day when a Department Inspector can be at the facility to witness testing or,

Option B: When the Contractor or their representative performs testing without being witnessed by an Inspector, the Contractor shall submit the test results and a split sample including 2 gyratory molds, 5,000 grams of boxed bituminous concrete, and 5,000 grams of cooled loose bituminous concrete for verification testing and approval.

Option C: When the Contractor or their representative performs testing without being witnessed by a Department Inspector, the Engineer may verify the mix in the Contractor's laboratory.

Witnessing or verifying by the Department of compliant test results will change the mix's status to an "A".

The differences between the Department's test results and the Contractor's must be within the "C" tolerances included in the Department's QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures in order to be verified.

# "U" – Not Approved:

Status assigned to a type of mixture that does not have an approved JMF. . Bituminous concrete mixtures with a "U" status cannot be used on Department projects.

TABLE M.04.02-2: Superpave Mixture Design Criteria

Notes	s: (1) For all mixtu			mperature shall mee			recommendations.		
	S0	.25	S0.375		S	\$0.5		<b>\$1</b>	
Sieve	CON POI		CONTROL POINTS			CONTROL POINTS		CONTROL POINTS	
inches	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	
2.0	-	-	-	-	-	-	-	-	
1.5	-	-	-	-	-	-	100	-	
1.0	-	ı	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
#4	75	90	-	75	-	-	-	-	
#8	32	67	32	67	28	58	19	45	
#16	-	-	-	-	-	-	-	-	
#30	-	-	-	-	-	-	-	-	
#50	-	-	-	-	-	-	-	-	
#100	-	-	-	-	-	-	-	-	
#200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0	
VMA (%)	16.5	± 1	16.0 ± 1		15.0 ± 1		13.0 ± 1		
VA (%)	4.0	± 1	4.0 ± 1		4.0 ± 1		4.0 ± 1		
Gse	JMF value		JMF value		JMF value		JMF value		
Gmm	JMF ± 0.030		JMF :	± 0.030	JMF ± 0.030		JMF ± 0.030		
Dust / binder	0.6 – 1.2		0.6	0.6 – 1.2		0.6 – 1.2		0.6 – 1.2	
Mix Temp <sup>(1)</sup>	265 – 325°F		265 -	- 325°F	265 – 325°F		265 – 325°F		
TSR	<u>&gt;</u> 8	0%	<u>&gt;</u>	80%	<u>&gt;</u> 80%		<u>&gt; </u> 8	30%	
T-283 Stripping			Min	imal, as determir	ed by the Engin	eer			

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# TABLE M.04.02–3: Superpave Consensus Properties Requirements for Combined Aggregate

**Notes:** (1) 95/90 denotes that a minimum of 95% of the coarse aggregate, by mass, shall have one fractured face and that a minimum of 90% shall have two fractured faces.. (2) Criteria presented as maximum Percent by mass of flat and elongated particles of materials retained on the #4 sieve, determined at 5:1 ratio.

Traf Lev		Coarse Aggregate Angularity <sup>(1)</sup> ASTM D 5821, Minimum %	Fine Aggregate Angularity AASHTO T 304, Method A Minimum %	Flat and Elongated Particles <sup>(2)</sup> ASTM D 4791, Maximum %	Sand Equivalent AASHTO T 176, Minimum %
1	< 0.3	55/	40	10	40
2	0.3 to < 3.0	75/	40	10	40
3	≥ 3.0	95/90	45	10	45

# TABLE M.04.02-4: Superpave Traffic Levels and Design Volumetric Properties

Traffic Level	Design ESALs	Number of Gyrations by Superpave Gyratory Compactor			Percent Density of Gmm from HMA/WMA specimen				l with Asphalt (\ minal mix size -	•	
	(million)	Nini	Ndes	Nmax	Nini	Ndes	Nmax	0.25	0.375	0.5	1
1	< 0.3	6	50	75	≤ 91.5	96.0	≤ 98.0	70 - 80	70 - 80	70 - 80	67 - 80
2	0.3 to < 3.0	7	75	115	≤ 90.5	96.0	≤ 98.0	65 - 78	65 - 78	65 - 78	65 - 78
3	≥ 3.0	8	100	160	≤ 90.0	96.0	≤ 98.0	65 – 77	73 - 76	65 - 75	65 - 75

TABLE M.04.02–5: Superpave Minimum Binder Content by Mix Type and Level

Mix Type	Level	Binder Content Minimum
S0.25	1	5.70
S0.25	2	5.60
S0.25	3	5.50
S0.375	1	5.70
S0.375	2	5.60
S0.375	3	5.50
S0.5	1	5.10
S0.5	2	5.00
S0.5	3	4.90
S1	1	4.60
S1	2	4.50
S1	3	4.40

#### **M.04.03**— **Production Requirements:**

#### 1. Standard Quality Control Plan (QCP) for Production:

The QCP for production shall describe the organization and procedures which the Contractor shall use to administer quality control. The QCP shall include the procedures used to control the production process, to determine when immediate changes to the processes are needed, and to implement the required changes. The QCP must detail the inspection, sampling and testing protocols to be used, and the frequency for each.

Control Chart(s) shall be developed and maintained for critical aspect(s) of the production process as determined by the Contractor. The control chart(s) shall identify the material property, applicable upper and lower control limits, and be updated with current test data. As a minimum, the following quality characteristics shall be included in the control charts: percent passing #4 sieve, percent passing #200 sieve, binder content, air voids, Gmm and VMA. The control chart(s) shall be used as part of the quality control system to document variability of the bituminous concrete production process. The control chart(s) shall be submitted to the Engineer the first day of each month.

The QCP shall also include the name and qualifications of a Quality Control Manager. The Quality Control Manager shall be responsible for the administration of the QCP, including compliance with the plan and any plan modifications.

The Contractor shall submit complete production testing records to the Engineer within 24 hours in a manner acceptable to the Engineer.

The QCP shall also include the name and qualifications of any outside testing laboratory performing any QC functions on behalf of the Contractor. The QCP must also include a list of sampling & testing methods and frequencies used during production, and the names of all Quality Control personnel and their duties.

Approval of the QCP does not imply any warranty by the Engineer that adherence to the plan will result in production of bituminous concrete that complies with these specifications. The Contractor shall submit any changes to the QCP as work progresses.

#### 2. Acceptance Requirements:

#### i. General:

Acceptance samples shall be obtained from the hauling vehicles and tested by the Contractor at the Plant.

The Contractor shall submit all acceptance tests results to the Engineer within 24 hours or prior to the next day's production. All acceptance test specimens and supporting documentation must be retained by the Contractor and may be disposed of with the approval of the Engineer. All quality control specimens shall be clearly labeled and separated from the acceptance specimens.

Contractor personnel performing acceptance sampling and testing must be present at the facility prior to, during, and until completion of production, and be certified as a NETTCP HMA Plant Technician or Interim HMA Plant Technician and be in good standing. Production of material for use on State projects must be suspended by the Contractor if such personnel are not present. Technicians found by the Engineer to be non-compliant with NETTCP policies and procedures or Department policies may be removed by the Engineer from participating in the acceptance testing process for Department projects until their actions can be reviewed.

Anytime during production that testing equipment becomes defective or inoperable, production can continue for a maximum of 1 hour. The Contractor shall obtain box sample(s) in accordance with Table M.04.03-2 to satisfy the daily acceptance testing requirement for the quantity shipped to the project. The box sample(s) shall be tested once the equipment issue has been resolved to the satisfaction of the Engineer. Production beyond 1 hour may be considered by the Engineer. Production will not be permitted beyond that day until the subject equipment issue has been resolved.

Verification testing will be performed by the Engineer in accordance with the Department's QA Program for Materials.

Should the Department be unable to verify the Contractor's acceptance test result(s) due to a failure of the Contractor to retain acceptance test specimens or supporting documentation, the Contractor shall review its quality control plan, determine the cause of the nonconformance and respond in writing within 24 hours to the Engineer describing the corrective action taken. In

addition, the Contractor must provide supporting documentation or test results to validate the subject acceptance test result(s). The Engineer may invalidate any adjustments for material corresponding to the subject acceptance test(s). Failure of the Contractor to adequately address quality control issues at a facility may result in suspension of production for Department projects at that facility.

#### ii. Curb Mix Acceptance Sampling and Testing Procedures:

Curb Mix shall be tested in accordance to Table M.04.03-1 by the Contractor at a frequency of one test per every 250 tons of cumulative production, regardless of the day of production.

**TABLE M.04.03 – 1: Curb Mix Acceptance Test Procedures** 

Protocol	Reference	Description
1	AASHTO T	Mechanical Analysis of Extracted Aggregate
	30(M)	
2	AASHTO T 168	Sampling of Bituminous Concrete
3	AASHTO T 308	Binder content by Ignition Oven method (adjusted for aggregate
		correction factor)
4	AASHTO T	Theoretical Maximum Specific Gravity and Density of
	$209(M)^{(2)}$	Bituminous Paving Mixtures
5	<b>AASHTO T 312<sup>(2)</sup></b>	(1)Superpave Gyratory molds compacted to N <sub>des</sub>
6	AASHTO T 329	Moisture Content of Hot-Mix Asphalt (HMA) by Oven Method

**Notes:** (1) One set equals two six-inch molds. Molds to be compacted to 50 gyrations

#### a. Determination of Off-Test Status:

- i. Curb Mix is considered "off test" 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. If the mix is "off test", the Contractor must take immediate actions to correct the deficiency and a new acceptance sample shall be tested on the same day or the following day of production.
- ii. When multiple silos are located at one site, mixture supplied to one project is considered as coming from one source for the purpose of applying the "off test" status.
- iii. The Engineer may cease supply from the plant when test results from three consecutive samples are not within the JMF tolerances or the test results from two consecutive samples not within the control points indicated in Table M.04.02-1 regardless of production date.

<sup>&</sup>lt;sup>(2)</sup> Once per year or when requested by the Engineer

#### b. JMF revisions

- i. If a test indicates that the bitumen content or gradation are outside the tolerances, the Contractor may make a single JMF revision as allowed by the Engineer 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.
- ii. Any modification to the JMF shall 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 Engineer. When such an adjustment is made to the bitumen, the corresponding production percentage of bitumen shall be revised accordingly.

#### iii. Superpave Mix Acceptance:

#### a. Sampling and Testing Procedures

Production Lot: The Lot will be defined as one of the following types:

- Non-PWL Production Lot for total estimated project quantities per mixture less than 3500 tons: All mixture placed during a single continuous paving operation.
- PWL Production Lot for total estimated project quantities per mixture of 3500 tons or more: Each 3500 tons of mixture produced within 30 calendar days.

#### Production Sub Lot:

- For Non-PWL: As defined in Table M.04.03 2
- For PWL: 500 tons (the last Sub Lot may be less than 500 tons)

Partial Production Lots (For PWL only): A Lot with less than 3500 tons due to:

- completion of the Course
- a Job Mix Formula revision due to changes in:
  - o cold feed percentages over 5%
  - o target combined gradation over 5%
  - o target binder over 0.15%
  - o any component specific gravity
- a Lot spanning 30 calendar days

The acceptance sample(s) location(s) shall be selected using stratified – random sampling in accordance with ASTM D 3665 based on:

- the total daily estimated tons of production for non-PWL lots, or
- the total lot size for PWL lots.

One acceptance sample shall be obtained and tested per Sub Lot. The Engineer may direct that additional acceptance samples be obtained. For non-PWL lots, one acceptance

test shall always be performed in the last sub-lot based on actual tons of material produced.

For Non-PWL lots, quantities of the same mixture per plant may be combined daily for multiple State projects to determine the number of sub lots.

The payment adjustment will be calculated as described in 4.06.

TABLE M.04.03 – 2:

Superpave Acceptance Testing Frequency per Type/Level/Plant for Non-PWL lots

Daily quantity produced in tons (lot)	Number of Sub Lots/Tests
0 to 150	0, Unless requested by the Engineer
151 to 500	1
501 to 1,000	2
1,001 to 2,000	3
2,001 or greater	1 per 500 tons or portions thereof

The following test procedures shall be used for acceptance:

**TABLE M.04.03–3: Superpave Acceptance Testing Procedures** 

Protocol	Procedure	Description
1	AASHTO T 168	Sampling of bituminous concrete
2	AASHTO R 47	Reducing samples to testing size
3	AASHTO T 308	Binder content by ignition oven method (adjusted for aggregate correction factor)
4	AASHTO T 30(M)	Gradation of extracted aggregate for bituminous
4	AASHTO T 50(M)	concrete mixture
5	AASHTO T 312	(1)Superpave gyratory molds compacted to N <sub>des</sub>
6	AASHTO T 166	(2)Bulk specific gravity of bituminous concrete
7	AASHTO R 35	<sup>(2)</sup> Air voids, VMA
8	AASHTO T 209(M)	Maximum specific gravity of bituminous concrete
		(average of two tests)
9	AASHTO T 329	Moisture content of bituminous concrete

**Notes:** <sup>(1)</sup> One set equals two six-inch molds. Molds to be compacted to Nmax for PPTs and to Ndes for production testing. The first sublot of the year will be compacted to  $N_{max}$  <sup>(2)</sup> Average value of one set of six-inch molds.

If the average ignition oven corrected binder content differs by 0.3% or more from the average of the Plant ticket binder content in five (5) consecutive tests regardless of the production date (moving average), the Contractor shall immediately investigate, determine an assignable cause and correct the issue. When two consecutive moving average differences are 0.3% or more and no assignable cause has been stablished, the Engineer may require a new ignition oven aggregate correction factor to be performed or to adjust the current factor by the average of the differences between the corrected binder content and production Plant ticket for the last five (5) acceptance results.

The test specimen must be placed in an ignition oven for testing in accordance with AASHTO T 308 within thirty minutes of being obtained from the hauling vehicle and the test shall start immediately after.

The Contractor shall perform TSR testing within 30 days after the start of production for all design levels of HMA- and PMA- S0.5 plant-produced mixtures, in accordance with AASHTO T 283(M). The TSR test shall be performed at an AMRL certified laboratory by NETTCP certified technicians. The compacted specimens may be fabricated at the Plant and then tested at an AMRL accredited facility. The test results and specimens shall be submitted to the Engineer for review. Superpave mixtures that require anti-strip additives (either liquid or mineral) shall continue to meet all requirements specified herein for binder and bituminous concrete. The Contractor shall submit the name, manufacturer, percent used, technical datasheet and SDS for the anti-strip additive (if applicable) to the Engineer.

#### b. Determination of Off-Test Status:

- i. Superpave mixes shall be considered "off test" when any Control Point Sieve, binder content, VA, VMA, or Gmm value is outside of the limits specified in Table M.04.03-4 or the target binder content at the Plant is below the minimum binder content stated in Table M.04.02-5. Note that further testing of samples or portions of samples not initially tested for this purpose cannot be used to change the status.
- ii. Any time the bituminous concrete mixture is considered Off-test:
  - 1. The Contractor shall notify the Engineer when the Plant is "off test" for any mix design that is delivered to the project in any production day. When multiple silos are located at one site, mixture supplied to one project is considered as coming from one source for the purpose of applying the "off test" determination.
  - 2. The Contractor must take immediate actions to correct the deficiency, minimize "off test" production to the project, and obtain an additional Process Control (PC) test after any corrective action to verify production is in conformance to the specifications. A PC test will not be used for acceptance and is solely for the use of the Contractor in its quality control process.

#### c. <u>Cessation of Supply for Superpave Mixtures in non-PWL lots</u>:

A mixture shall not be used on Department's projects when it is "off test" for:

- i. four (4) consecutive tests in any combination of VA, VMA or Gmm, regardless of date of production, or,
- ii. two (2) consecutive tests in the Control Point sieves in one production shift.

As a result of cessation of supply, the mix status will be changed to PPT.

#### d. JMF revisions:

JMF revisions are only permitted prior to or after a production shift. A JMF revision is effective from the time it was submitted and is not retroactive to the previous test(s).

JMF revisions shall be justified by a documented trend of test results.

Revisions to aggregate and RAP specific gravities are only permitted when testing is performed at an AMRL certified laboratory by NETTCP certified technicians.

A JMF revision is required when the Plant target RAP and/or bin percentage deviates by more than 5% and/or the Plant target binder content deviates by more than 0.15% from the active JMF.

# **TABLE M.04.03–4: Superpave Mixture Production Requirements**

**Notes:** (1) 300°F minimum after October 15. (2) JMF tolerances shall be defined as the limits for production compliance. (3) For all mixtures with WMA technology, changes to the minimum aggregate temperature will require Engineer's approval. (4) For PMA and mixtures with WMA technology, the mix temperature shall meet manufacturer's recommendations. In addition, for all mixtures with WMA technology, the maximum mix temperature shall not exceed 325°F.(5) 0.4 for PWL lots (6) 1.3 for PWL lots (7) 1.2 for PWL lots

TOLL WE TOUS (1) 1.	S0.25		S0.375		SO	\$0.5		<b>\$</b> 1	
Sieve	CONT POIN			CONTROL POINTS		CONTROL POINTS		CONTROL POINTS	
inches	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	±Tol
1.5	-	-	-	-	-	-	100	-	
1.0	-	-	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
#4	75	90	-	75	-	-	-	-	
#8	32	67	32	67	28	58	19	45	
#16	-	-	-	-	-	-	1	-	
#200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0	
Pb	JMF v	alue	JMF \	/alue	JMF	JMF value		value	0.3(5)
VMA (%)	16.	5	16	.0	15.0		13.0		1.0(6)
VA (%)	4.0	)	4.	0	4.0		4.0		1.0(7)
Gmm	JMF v	alue	JMF \	/alue	JMF value		JMF value		0.030
Agg. Temp (3)	280 – 3	350F	280 – 350F		280 – 350F		280 – 350F		
Mix Temp (4)	265 – 32	25 F <sup>(1)</sup>	265 – 325 F <sup>(1)</sup>		265 – 325 F <sup>(1)</sup>		265 – 325 F <sup>(1)</sup>		
Prod. TSR	N//	Α	N/	N/A		0%	N/A		
T-283 Stripping	N//	Α	N/.	A	Minimal as do the En	,	ı	N/A	

TABLE M.04.03–5: Superpave Traffic Levels and Design Volumetric Properties

Traffic	Design ESALs	Number of Gyrations by Sup	perpave Gyratory Compactor
Level	(million)	Nini	Ndes
1	< 0.3	6	50
2	0.3 to < 3.0	7	75
3	≥3.0	8	100

TABLE M.04.03-6: Modifications to Standard AASHTO and ASTM Test Specifications and Procedures

cations to Standard AASITTO and ASTM Test Specifications and Trocedures
Standard Method of Test
Modification
Section 7.2 thru 7.4 Samples are not routinely washed for production testing
Samples are taken at one point in the pile. Samples from a hauling vehicle are taken
from only one point instead of three as specified.
Selection of Samples: Sampling is equally important as the testing, and the sampler
shall use every precaution to obtain samples that are truly representative of the
bituminous mixture.
Box Samples: In order to enhance the rate of processing samples taken in the field
by construction or maintenance personnel the samples will be tested in the order
received and data processed to be determine conformance to material specifications
and to prioritize inspections by laboratory personnel.
Section 4.3 only one truck load of mixture is sampled. Samples are taken from
opposite sides of the load.
Section 7.2 The average of two bowls is used proportionally in order to satisfy
minimum mass requirements.
8.3 Omit Pycnometer method.
When foaming technology is used, the material used for the fabrication of the
specimens shall be cooled to room temperature, and then reheated to the
manufactures recommended compaction temperature prior to fabrication of the
specimens.

AASHTO S	tandard Recommended Practices
Reference	Modification
R 26	All laboratory technician(s) responsible for testing PG-binders be certified or Interim Qualified by the New England Transportation Technician Certification Program (NETTCP) as a PG Asphalt Binder Lab Technician.
	All laboratories testing binders for the Department are required to be accredited by the AASHTO Materials Reference Laboratory (AMRL).
	Sources interested in being approved to supply PG-binders to the Department by use of an "in-line blending system," must record properties of blended material, and additives used.
	Each source of supply of PG-binder must indicate that the binders contain no additives used to modify or enhance their performance properties. Binders that are manufactured using additives, modifiers, extenders etc., shall disclose the type of additive, percentage and any handling specifications/limitations required.
	All AASHTO M 320 references shall be replaced with AASHTO M 332.
	Once a month, one split sample and test results for each asphalt binder grade and each lot shall be submitted by the PG binder supplier to the Department's Central Lab. Material remaining in a certified lot shall be recertified no later than 30 days after initial certification. Each April and September, the PG binder supplier shall submit test results for two (2) BBR tests at two (2) different temperatures in accordance with AASHTO R 29.

# **SECTION M.08 – DRAINAGE**

**Article M.08.03 – Aggregates:** *Amend as follows:* 

# 1. Bedding Material:

Add the following after the second sentence:

Where bedding material is placed within 6 inches of expanded polystyrene fill, the use of No. 6 stone will not be permitted. This is to avoid puncture of the expanded polystyrene fill.

# SECTION M.10 – RAILING AND FENCE

M.10.02 – Metal Beam-Type Rail and Anchorages:

**9. Plastic Blockouts:** Amend as follows:

Replace NCHRP Report 350 with MASH

# ON-THE-JOB TRAINING (OJT) WORKFORCE DEVELOPMENT PILOT

#### **Description**

To provide construction industry related job opportunities to minorities, women and economically disadvantaged individuals; and to increase the likelihood of a diverse and inclusive workforce on Connecticut Department of Transportation (ConnDOT) projects.

All contractors (existing and newcomers) will be automatically placed in the Workforce Development Pilot. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level for new projects. Instead, these requirements will be applicable on an annual basis for each contractor performing work on ConnDOT projects.

The OJT Workforce Development Pilot will allow a contractor to train employees on Federal, State and privately funded projects located in Connecticut. However, contractors should give priority to training employees on ConnDOT Federal-Aid funded projects.

#### **Funding**

The Department will establish an OJT fund annually from which contractors may bill the Department directly for eligible trainee hours. The funds for payment of trainee hours on federal-aid projects will be allocated from the ½ of 1% provided for OJT funding, and will be based on hours trained, not to exceed a maximum of \$25,000.00 per year; per contractor.

#### **Minorities and Women**

Developing, training and upgrading of minorities, women and economically disadvantaged individuals toward journeyperson level status is the primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority, women and economically disadvantaged individuals as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training whether a member of a minority group or not.

#### **Assigning Training Goals**

The Department, through the OJT Program Coordinator, will assign training goals for a calendar year based on the contractor's past two year's activities and the contractor's anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time, the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from one (1) to six (6) per

contractor per calendar year. Each January, a summary of the trainees required and the OJT Workforce Development Pilot package will be sent to participating contractors. The number of trainees assigned to each contractor in the summary will increase proportionately not to exceed 6, as shown in the following table. This package will also be provided to contractors as they become newly eligible for the OJT Workforce Development Pilot throughout the remainder of the year. Projects awarded after September 30 will be included in the following year's Program.

The dollar thresholds for training assignments are as follows:

4.5 - 8  million	1 trainee
9 - 15  million =	2 trainees
\$16 – 23 million=	3 trainees
\$24 – 30 million=	4 trainees
\$31 – 40 million=	5 trainees
\$41 - and above =	6 trainees

#### **Training Classifications**

Preference shall be given to providing training in the following skilled work classifications. However, the classifications established are not all-inclusive:

Equipment Operators	Electricians
Laborers	Painters
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics

Pipe Layers Welders

The Department has on file common training classifications and their respective training requirements; that may be used by the contractors. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and the number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

Where feasible, 25% percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

#### **Records and Reports**

The Contractor shall maintain enrollment in the program and submit all required reports documenting company compliance under these contract requirements. These documents and any other information shall be submitted to the OJT Program Coordinator as requested.

Upon the trainee's completion and graduation from the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

#### **Trainee Interviews**

In order to determine the continued effectiveness of the OJT Program in Connecticut, the department will periodically conduct personal interviews with current trainees and may survey recent graduates of the program. This enables the OJT Program Coordinator to modify and improve the program as necessary. Trainee interviews are generally conducted at the job site to ensure that the trainees' work and training is consistent with the approved training program.

#### **Trainee Wages**

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no case, will the trainee be paid less than the prevailing rate for general laborer as shown in the contract wage decision (must be approved by the Department of Labor).

#### **Achieving or Failing to Meet Training Goals**

The Contractor will be credited for each trainee currently enrolled or who becomes enrolled in the approved training program and providing they receive the required training under the specific training program. Trainees will be allowed to be transferred between projects if required by the Contractor's schedule and workload. The OJT Program Coordinator must be notified of transfers within five (5) days of the transfer or reassignments by e-mail (Phylisha.Coles@ct.gov).

Where a contractor does not or cannot achieve its annual training goal with female or minority trainees, they must produce adequate Good Faith Efforts documentation. Good Faith Efforts are those designed to achieve equal opportunity through positive, aggressive, and continuous result-oriented measures. 23 CFR § 230.409(g) (4). Contractors should request minorities and females from unions when minorities and females are under-represented in the contractor's workforce.

Whenever a contractor requests ConnDOT approval of someone other than a minority or female, the contractor <u>must submit documented evidence of its Good Faith Efforts</u> to fill that position with a minority or female. When a non-minority male is accepted, a contractor must continue to attempt to meet its remaining annual training goals with females and minorities.

Where a contractor has neither attained its goal nor submitted adequate Good Faith Efforts documentation, ConnDOT will issue a letter of non-compliance. Within thirty (30) days of receiving the letter of non-compliance, the contractor must submit a written Corrective Action Plan (CAP) outlining the steps that it will take to remedy the non-compliance. The CAP must be approved by ConnDOT. Failure to comply with the CAP may result in your firm being found non-responsive for future projects.

#### **Measurement and Payment**

Optional reimbursement will be made to the contractor for providing the required training under this special provision on ConnDOT Federal-Aid funded projects only.

Contractor will be reimbursed at \$0.80 for each hour of training given to an employee in accordance with an approved training or apprenticeship program. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement.

Reimbursement for training is made annually or upon the trainees completion and not on a monthly basis. No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyperson, is caused by the Contractor.

Program reimbursements will be made directly to the prime contractor on an annual basis. To request reimbursement, prime contractors must complete the Voucher for OJT Workforce Development Pilot Hourly Reimbursement for each trainee in the OJT Program. This form is included in the OJT Workforce Development Pilot package and is available on the Department's web site at:

#### www.ct.gov/dot

The completed form must be submitted to the Office of Contract Compliance for approval. The form is due on the 15<sup>th</sup> day of January for each trainee currently enrolled and for hours worked on ConnDOT Federal-Aid funded projects only.

# D.B.E. SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

#### January 2013

#### I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. *CTDOT* means the Connecticut Department of Transportation.
- B. USDOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. *Broker* means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- D. Contract, Agreement or Subcontract means a legally binding relationship obligating a seller to furnish supplies or services (including but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- E. *Contractor* means a consultant, second party or any other entity under Contract to do business with CTDOT or, as the context may require, with another Contractor.
- F. Disadvantaged Business Enterprise ("DBE") means a for profit small business concern:
  - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
  - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
  - 3. Certified by CTDOT under Title 49 of the Code of Federal Regulations, Part 26, (Title 49 CFR Part 23 of the Code of Federal Regulations for Participation of Disadvantaged Business Enterprise in Airport Concessions)
- G. USDOT-assisted Contract means any Contract between CTDOT and a Contractor (at any tier) funded in whole or in part with USDOT financial assistance.
- H. Good Faith Efforts ("GFE") means all necessary and reasonable steps to achieve a DBE goal or other requirement which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- I. Small Business Concern means, with respect to firms seeking to participate as DBEs in USDOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts in 49 CFR Part 26, Section 26.65(b).

- J. Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
  - 1. Any individual who CTDOT finds, on a case-by-case basis, to be a socially and economically disadvantaged individual.
  - 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
    - "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
    - "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, or Federated States of Micronesia;
    - "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    - Women;
    - Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

K. Commercially Useful Function ("CUF") means the DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved with its own forces and equipment. The DBE must be responsible for procuring, determining quantity, negotiating price, determining quality and paying for all materials (where applicable) associated with their work. The DBE must also perform at least 30% of the total cost of its contract with its own workforce.

#### II. ADMINISTRATIVE REQUIREMENTS

#### A. General Requirements

A DBE goal percentage equaling **ten percent** (10%) of the Contract value has been established for this Contract. This DBE goal percentage will be applied to the final Contract value to ultimately determine the required DBE goal. If additional work is required, DBE firms should be provided the appropriate opportunities to achieve the required DBE goal.

In order to receive credit toward the Contract DBE goal, the firms utilized as DBE subcontractors or suppliers must be certified as DBEs in the type of work to be counted for credit by CTDOT's Office of Contract Compliance prior to the date of the execution of the subcontract. Neither CTDOT nor the State of Connecticut's Unified Certification Program (UCP) makes any representation as to any DBE's

technical or financial ability to perform the work. Prime contractors are solely responsible for performing due diligence in hiring DBE subcontractors.

All DBEs shall perform a CUF for the work that is assigned to them. The Contractor shall monitor and ensure that the DBE is in compliance with this requirement. The Connecticut DBE UPC Directory of certified firms can be found on the CTDOT website http://www.ct.gov/dot. The directory lists certified DBE firms with a description of services that they are certified to perform. Only work identified in this listing may be counted towards the project's DBE goal. A DBE firm may request to have services added at any time by contacting CTDOT's Office of Contract Compliance. No credit shall be counted for any DBE firm found not to be performing a CUF.

Once a Contract is awarded, all DBEs that were listed on the pre-award DBE commitment document must be utilized. The Contractor is obligated to provide the value and items of the work originally established in the pre-award documentation to the DBE firms listed in the pre-award documentation. Any modifications to the pre-award commitment must follow the procedure established in Section II-C.

The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CTDOT's unit administering the Contract, CTDOT's Office of Contract Compliance and CTDOT's Office of Construction ("OOC"). Contact information for the designated liaison officer shall be furnished no later than the scheduled date for the pre-construction meeting.

The Contractor shall submit a bi-monthly report to the appropriate CTDOT unit administering the Contract. This report shall indicate what work has been performed to date, with the dollars paid and percentage of DBE goal completed.

Verified payments made to DBEs shall be included in this bi-monthly report. A sample form is included on the CTDOT website.

In addition, the report shall include:

- 1. A projected time frame of when the remaining work is to be completed for each DBE.
- 2. A statement by the Contractor either confirming that the approved DBEs are on schedule to meet the Contract goal, or that the Contractor is actively pursuing a GFE.
- 3. If retainage is specified in the Contract specifications, then a statement of certification that the subcontractors' retainage is being released in accordance with 1.08.01 (Revised or supplemented).

Failure by the Contractor to provide the required reports may result in CTDOT withholding an amount equal to one percent (1%) of the monthly estimate until the required documentation is received.

The Contractor shall receive DBE credit when a DBE, or any combination of DBEs, perform work under the Contract in accordance with this specification.

Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services, as verified by CTDOT, can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the Contractor or its affiliate cannot be counted toward the goal.

Monitoring of the CUF will occur by CTDOT throughout the life of the project. If it is unclear that the DBE is performing the work specified in its subcontract with the prime Contractor, further review may be required. If it is determined that the DBE is not performing a CUF, then the work performed by that DBE will not be counted towards the DBE goal percentage.

#### **B. Subcontract Requirements**

The Contractor shall submit to CTDOT's OOC all requests for subcontractor approvals on the standard CLA-12 forms provided by CTDOT. The dollar amount and items of work identified on the CLA-12 form must, at minimum, equal the dollar value submitted in the pre-award commitment. CLA-12 forms can be found at <a href="http://www.ct.gov/dot/construction">http://www.ct.gov/dot/construction</a> under the "Subcontractor Approval" section. All DBE subcontractors must be identified on the CLA-12 form, regardless of whether they are being utilized to meet a Contract goal percentage. A copy of the legal Contract between the Contractor and the DBE subcontractor/supplier, a copy of the Title VI Contractor Assurances and a copy of the Required Contract Provision for Federal Aid Construction Contracts (Form FHWA-1273) (Federal Highway Administration projects only) must be submitted along with a request for subcontractor approval. These attachments cannot be substituted by reference.

If retainage is specified in the Contract specifications, then the subcontract agreement must contain a prompt payment mechanism that acts in accordance with Article 1.08.01 (Revised or supplemented).

If the Contract specifications do not contain a retainage clause, the Contractor shall not include a retainage clause in any subcontract agreement, and in this case, if a Contractor does include a retainage clause, it shall be deemed unenforceable.

In addition, the following documents are to be included with the CLA-12, if applicable:

- An explanation indicating who will purchase material.
- A statement explaining any method or arrangement for utilization of the Contractor's equipment.

The subcontract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties. If the subcontract items of work or unit prices are modified, the procedure established in Section II-C must be followed.

Should a DBE subcontractor further sublet items of work assigned to it, only lower tier subcontractors who are certified as a DBE firm will be counted toward the DBE goal. If the lower tier subcontractor is a non-DBE firm, the value of the work performed by that firm will not be counted as credit toward the DBE goal.

The use of joint checks between a DBE firm and the Contractor is acceptable, provided that written approval is received from the OOC prior to the issuance of any joint check. Should it become necessary to issue a joint check between the DBE firm and the Contractor to purchase materials, the DBE firm must be responsible for negotiating the cost, determining the quality and quantity, ordering the material and installing (where applicable), and administering the payment to the supplier. The Contractor should not make payment directly to suppliers.

Each subcontract the Contractor signs with a subcontractor must contain the following assurance:

"The subcontractor/supplier/manufacturer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/subcontractor/supplier/manufacturer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

#### C. Modification to Pre-Award Commitment

Contractors may not terminate for convenience any DBE subcontractor or supplier that was listed on the pre-award DBE commitment without prior written approval of the OOC. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Prior to approval, the Contractor must demonstrate to the satisfaction of the OOC, that it has good cause, as found in 49CFR Part 26.53 (f)(3), for termination of the DBE firm.

Before transmitting its request for approval to terminate pre-award DBE firms to the OOC, the Contractor must give written notice to the DBE subcontractor and include a copy to the OOC of its notice to terminate and/or substitute, and the reason for the notice.

The Contractor must provide five (5) days for the affected DBE firm to respond. This affords the DBE firm the opportunity to advise the OOC and the Contractor of any reasons why it objects to the termination of its subcontract and why the OOC should not approve the Contractor's action.

Once the Contract is awarded, should there be any amendments or modifications of the approved preaward DBE submission other than termination of a DBE firm, the Contractor shall follow the procedure below that best meets the criteria associated with the reason for modification:

- 1. If the change is due to a scope of work revision or non-routine quantity revision by CTDOT, the Contractor must notify CTDOT's OOC in writing or via electronic mail that their DBE participation on the project may be impacted as soon as they are aware of the change. In this case, a release of work from the DBE firm may not be required; however the Contractor must concurrently notify the DBE firm in writing, and copy the OOC for inclusion in the project DBE file. This does not relieve the Contractor of its obligation to meet the Contract specified DBE goal, or of any other responsibility found in this specification.
- 2. If the change is due to a factor other than a CTDOT directive, a request for approval in writing or via electronic mail of the modification from the OOC must be submitted, along with an explanation of the change(s), prior to the commencement of work. The Contractor must also obtain a letter of release from the originally named DBE indicating their concurrence with the change, and the reason(s) for their inability to perform the work. In the event a release cannot be obtained, the Contractor must document all efforts made to obtain it.
- 3. In the event a DBE firm that was listed in the pre-award documents is **unable** or **unwilling** to perform the work assigned, the Contractor shall:
  - Notify the OOC Division Chief immediately and make efforts to obtain a release of work from the firm.

- Submit documentation that will provide a basis for the change to the OOC for review and approval prior to the implementation of the change.
- Use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. The Contractor should also contact CTDOT's Office of Contract Compliance for assistance in locating additional DBE firms to the extent needed to meet the contract goal.

Should a DBE subcontractor be terminated or fail to complete work on the Contract for any reason, the Contractor must make a GFE to find another DBE subcontractor to substitute for the original DBE. The DBE replacement shall be given every opportunity to perform at least the same amount of work under the Contract as the original DBE subcontractor.

If the Contractor is unable to find a DBE replacement:

- The Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE. (Refer to GFE in Section III.)
- The Contractor must demonstrate that the originally named DBE, who is unable or unwilling to perform the work assigned, is in default of its subcontract, or identify other issues that affected the DBE firm's ability to perform the assigned work. The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.

#### **III. GOOD FAITH EFFORTS**

The DBE goal is **NOT** reduced or waived for projects where the Contractor receives a Pre-Award GFE determination from the Office of Contract Compliance prior to the award of the Contract. It remains the responsibility of the Contractor to make a continuing GFE to achieve the specified Contract DBE goal. The Contractor shall pursue every available opportunity to obtain additional DBE firms and document all efforts made in such attempts.

At the completion of all Contract work, the Contractor shall submit a final report to CTDOT's unit administering the Contract indicating the work done by and the dollars paid to DBEs. Only verified payments made to DBEs performing a CUF will be counted towards the Contract goal.

Goal attainment is based on the total Contract value, which includes all construction orders created during the Contract. If the Contractor does not achieve the specified Contract goal for DBE participation or has not provided the value of work to the DBE firms originally committed to in the pre-award submission, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

A GFE should consist of the following, where applicable (CTDOT reserves the right to request additional information):

- 1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.
- 2. A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.
- 3. Provide a detailed explanation for each DBE that submitted a subcontract proposal which the Contractor considered to be unacceptable stating the reason(s) for this conclusion.
- 4. Provide documentation, if any, to support contacts made with CTDOT requesting assistance in satisfying the specified Contract goal.
- 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal. Additional documentation of efforts made to obtain DBE firms may include but will not be limited to:
  - Negotiations held in good faith with interested DBE firms, not rejecting them without sound reasons.
  - Written notice provided to a reasonable number of specific DBE firms in sufficient time to allow effective participation.
  - Those portions of work that could be performed by readily available DBE firms.

In instances where the Contractor can adequately document or substantiate its GFE and compliance with other DBE Program requirements, the Contractor will have satisfied the DBE requirement and no administrative remedies will be imposed.

#### **IV. PROJECT COMPLETION**

At the completion of all Contract work, the Contractor shall:

- 1. Submit a final report to CTDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs.
- 2. Submit verified payments made to all DBE subcontractors for the work that was completed.
- Submit documentation detailing any changes to the DBE pre-award subcontractors that have not
  met the original DBE pre-award commitment, including copies of the Department's approvals of
  those changes.
- 4. Retain all records for a period of three (3) years following acceptance by CTDOT of the Contract and those records shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records are resolved.

If the Contractor does not achieve the specified Contract goal for DBE participation in addition to meeting the dollar value committed to the DBE subcontractors identified in the pre-award commitment, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

#### **V. SHORTFALLS**

#### A. Failure to meet DBE goals

As specified in (II-A) above, attainment of the Contract DBE goal is based on the final Contract value. The Contractor is expected to achieve the amount of DBE participation originally committed to at the time of award; however, additional efforts must be made to provide opportunities to DBE firms in the event a Contract's original value is increased during the life of the Contract.

The Contractor is expected to utilize the DBE subcontractors originally committed in the DBE pre-award documentation for the work and dollar value that was originally assigned.

If a DBE is terminated or is unable or unwilling to complete its work on a Contract, the Contractor shall make a GFE to replace that DBE with another certified DBE to meet the Contract goal.

The Contractor shall immediately notify the OOC of the DBE's inability or unwillingness to perform, and provide reasonable documentation and make efforts to obtain a release of work from the firm.

If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE.

When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make a GFE to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the Contract goal.

For any DBE pre-award subcontractor that has been released appropriately from the project, no remedy will be assessed, provided that the Contractor has met the criteria described in Section II-C.

#### **B.** Administrative Remedies for Non-Compliance:

In cases where the Contractor has failed to meet the Contract specified DBE goal or the DBE pre-award commitment, and where no GFE has been demonstrated, then one or more of the following administrative remedies will be applied:

1. A reduction in Contract payments to the Contractor as determined by CTDOT, not to exceed the shortfall amount of the **DBE goal**. The maximum shortfall will be calculated by multiplying the Contract DBE goal (adjusted by any applicable GFE) by the final Contract value, and subtracting any verified final payments made to DBE firms by the Contractor.

- 2. A reduction in Contract payments to the Contractor determined by CTDOT, not to exceed the shortfall amount of the **pre-award commitment**. The maximum shortfall will be calculated by subtracting any verified final payments made by the Contractor to each DBE subcontractor from the amount originally committed to that subcontractor in the pre-award commitment.
- 3. A reduction in Contract payments to the Contractor determined by CTDOT for any pre-award DBE subcontractor who has not obtained the dollar value of work identified in the DBE pre-award commitment and has not followed the requirements of Section II-C or for any DBE firm submitted for DBE credit that has not performed a CUF.
- 4. The Contractor being required to submit a written DBE Program Corrective Action Plan to CTDOT for review and approval, which is aimed at ensuring compliance on future projects.
- 5. The Contractor being required to attend a Non-Responsibility Meeting on the next contract where it is the apparent low bidder.
- 6. The Contractor being suspended from bidding on contracts for a period not to exceed six (6) months.

#### VI. CLASSIFICATIONS OTHER THAN SUBCONTRACTORS

#### A. Material Manufacturers

Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

If the Contractor elects to utilize a DBE manufacturer to satisfy a portion of, or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

#### **B.** Material Suppliers (Dealers)

Credit for DBE dealers/suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from an approved DBE dealer/supplier.

In order for a firm to be considered a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. At least one of the following criteria must apply:

• To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in

- question.
- A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the regular dealers' own distribution equipment shall be by long term lease agreement, and not on an ad hoc or contract to contract basis.
- Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

If the Contractor elects to utilize a DBE supplier to satisfy a portion or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

#### C. Brokering

- Brokering of work for DBE firms who have been listed by the Department as certified brokers is allowed. Credit for those firms shall be applied following the procedures in Section VI-D.
- Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. DOT, Office of the Inspector General for prosecution under Title 18, U.S. Code, Part I, Chapter 47, Section 1020.

#### D. Non-Manufacturing or Non-Supplier DBE Credit

Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

- Reasonable fees or commissions charged for providing a <u>bona fide</u> service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the OOC to be reasonable and consistent with fees customarily allowed for similar services.
- The fees charged only for delivery of materials and supplies required on a job site when the hauler, trucker, or delivery service is a DBE, and not the manufacturer, or regular dealer of the materials and supplies, and provided that the fees are determined by the OOC to be reasonable and not excessive as compared with fees customarily allowed for similar services.

The fees or commissions charged for providing bonds or insurance specifically required for the
performance of the Contract, provided that the fees or commissions are determined by CTDOT
to be reasonable and not excessive as compared with fees customarily allowed for similar
services.

#### E. Trucking

While technically still considered a subcontractor, the rules for counting credit for DBE trucking firms are as follows:

- The DBE must own and operate at least one fully licensed, insured, and operational truck used on the Contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks from a non-DBE firm; however the DBE may only receive credit for any fees or commissions received for arranging transportation services provided by the non-DBE firms. Additionally, the DBE firm must demonstrate that they are in full control of the trucking operation for which they are seeking credit.

#### VII. Suspected DBE Fraud

In appropriate cases, CTDOT will bring to the attention of the USDOT any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g. referral to the Department of Justice for criminal prosecution, referral to USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49 CFR Part 31.

January 2013

# CONNECTICUT DEPARTMENT OF TRANSPORTATION (OFFICE OF CONSTRUCTION) BUREAU OF ENGINEERING AND CONSTRUCTION

This affidavit must be completed by the State Contractor's DBE notarized and attached to the contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE contract requirements; failure to do so will result in not receiving credit towards the contract DBE requirement.

State Contract No.

Federal Aid Project N	0.			
Description of Project				
I,	, acting in bel	half of		,
I, (Name of person signing Affiday of which I am the	certify an	nd affirm that	erson, firm, association or corporation)	
			erson, firm, association or corporation) ffirm that I have read and understand	49 CFR, Sec.
I further certify and affirm that			will assume the actual	and
for the provision of the materials a				_•
If a manufacturer, I operate or main required under the contract an of the			premises, the materials, supplies, articles	or equipment
			lar dealer, I, at a minimum, own and oper t shall be by long-term lease agreement, a	
I understand that false statements r	nade herein are punishable by I	Law (Sec. 53a-157), C	GS, as revised).	
(Name of Corporation	ı or Firm)			
(Signature & Title of	Official making the Affidavit)			
Subscribed and sworn to before me	e, this day of	20		
Notary Public (Commissioner of th	ne Superior Court)			
My Commission Expires				
	CERTIFICA	TE OF CORPORAT	ΓΙΟΝ	
I,		_, certify that I am the	e(President)	
(1	Official)		(President)	
of the Corporation named in the for require the seal: that	regoing instrument; that I have who signed sai .	been duly authorized i id instrument on behal:	to affix the seal of the Corporation to sucl f of the Corporation, was then	
of said corporation; that said instru the scope of its corporation powers		n behalf of said Corpo	ration by authority of its governing body	and is within
_	(Signature of Person Certi	ifying)	(Date)	

#### <u>ITEM #0090693A – SPARE PARTS</u>

#### **Description:**

This item consists of furnishing additional quantities of specific items in the Contract to be used as replacement items should one of the installed items fail.

The Contractor shall furnish the additional quantities of each item as indicated in this Specification. It shall be the responsibility of the Contractor to purchase the item, transfer ownership and deliver the items to the Connecticut Department of Transportation (CTDOT).

#### **Materials:**

Each item furnished shall be new, from the same manufacturer and have the identical model number as each item furnished for installation as described in the Specification for each item.

The Contractor shall deliver the following quantities of each item as a "spare part" for these products specified in the Contract Special Provisions:

ITEM NO.	DESCRIPTION	QTY.	Ownership and Delivery
1112286A	360-Degree Camera Assembly	1	CTDOT
1112289A	360-Degree Closed Loop System Video Detection Processor	1	CTDOT
1112288A	IP Video Detection Camera Assembly	1	CTDOT

#### **Construction Method:**

All provisions outlined in these Contract Documents shall be complied with for each item furnished from the Spare Parts list.

Each item furnished under Spare Parts shall be provided by the Contractor prior to beginning any 30-day working test periods. The Contractor shall deliver the items to the Connecticut Department of Transportation Signal Lab. Each item shall be tagged with the model number, manufactured date, manufacturer and project number on the original sealed packaging provided by the manufacturer. Transfer of ownership and delivery shall be coordinated with Mr. Don Assard (860) 258-0346 or Mr. Mark Zampini (860) 258-0349.

## **Method of Measurement:**

The Contractor shall submit to the Engineer for acceptance a breakdown of its lump sum bid price for this item (Schedule of Values in a Microsoft Excel Spreadsheet format). If the lump sum bid price is unacceptable to the Engineer, substantiation showing that the submitted price costs are reasonable shall be required.

The lump sum bid price breakdown shall show Contractor costs per spare part. The Contractor shall be reimbursed for the item after it is furnished and the transfer is carried out as outlined in this specification and approved by the Engineer.

## **Basis of Payment:**

The quantity to be paid for under this item(s) will be paid as a lump sum for the total number of spare parts transferred and delivered to Connecticut Department of Transportation as described in this Specification.

Pay Item	<u>Pay Unit</u>
Spare Parts	Lump Sum

## <u>ITEM #0216009A – EXPANDED POLYSTYRENE FILL</u>

## **Description:**

Work under this item shall include furnishing and placing the Expanded Polystyrene (EPS) inclusion to the lines and grades indicated on the contract drawings and as specified herein to create a compressible cushion. Because compressibility is an important characteristic of this material, it is critical that the density not exceed the maximum values noted herein.

#### **Materials:**

Furnish EPS of the specified density in sufficient quantities and appropriate dimensions to create a stable EPS inclusion. EPS is typically available as rectangular blocks with nominal dimensions of 2 ft x 4 ft x 8ft. The inclusion shall be created to the dimensions on the Contract Drawings with a dimension tolerance of  $\pm 0.5\%$ 

The EPS inclusion shall be manufactured using a modified resin that contains a fire retardant additive. The EPS shall be seasoned by storing them at a manufacturer's facility in normal ambient room temperature for a minimum of 72 hours after being released from the mold. EPS shall meet the following physical requirements after seasoning:

## **GEOFOAM PHYSICAL PROPERTIES**

Max. Whole Block Dry Density, (lb/ft <sup>3</sup> )	1.0
Max. Compressive Resistance @ 1% deformation, (psi)	4.5
Min. Flexural Strength (psi)	25.0
Flammability (Oxygen Index, %)	24.0

The following reference standards shall apply in whole or in part to material supplied under this specification:

#### APPLICABLE STANDARDS

ASTM D6817 Standard Specification for Rigid Cellular Polystyrene Geofoam

ASTM C390 Criteria for Sampling and Acceptance of Preformed Thermal Insulation Lots

ConnDOT Standard Specification for Roads, Bridges, Facilities and Incidental Construction, Form 817

Submittals: The Contractor shall prepare and submit a block pattern layout in accordance with 1.05.02, excluding the seal of a Professional Engineer. Each block shall be placed with a full thickness of 3 in, a full width of 6 ft, and a minimum length of 2 ft.

The Contractor shall submit catalog cuts for the EPS foam being supplied in accordance with 1.05.02.

The Contractor shall submit 2 copies of certified third-party test reports to the Engineer for approval in accordance with 1.06.07. The test reports shall show that at least two separately molded EPS blocks that are representative of those which will be supplied for this project to conform to the physical properties and standards listed above. The date of manufacture of the tested EPS shall not be more than 6 months prior to the date of the submittal package. Test specimen selection and preparation shall be done in accordance with ASTM D1621 and D1622.

Submit detailed manufacturing records for the tested blocks which clearly state, in part, the percentage, type (in-plant or post-consumer), and original density of any recycled EPS material (regrind) used in the modeling process.

Basis of Acceptance: Each EPS block shall be labeled with the manufacturer's name, product type, lot number, date of manufacture, weight and density (as measured after seasoning and trimming). Unlabeled blocks will be rejected. The Contractor shall supply detailed manufacturing records of individual blocks if requested by the Engineer.

The Engineer will perform a minimum of 2 on-site density tests by weighing and measuring two blocks randomly chosen from the EPS delivered to the project site. The Contractor shall provide a calibrated scale accurate within 0.1 lbs and with sufficient capacity for this purpose. Blocks shall be kept clean and dry prior to weighing. If the block exceeds the maximum density requirement, only the blocks that do not exceed the maximum density requirement will be allowed to be utilized for the creation of the inclusion.

EPS blocks that do not meet tolerances, or have side area surface damage of 20% or more or volume damage of 1% or more will be rejected.

#### **Construction Methods:**

#### General:

- A. Exercise care to prevent damage to the EPS during delivery, storage and construction. Protect the EPS block from (1) Organic solvents such as acetone, benzene, and paint thinner; (2) Petroleum based solvents such as gasoline and diesel fuel; (3) Open flames and (4) Prolonged exposure to sunlight (more than 30 days).
- B. The site will be excavated within a trench box and backfilled to the specified height with bedding material.
- C. Cut the EPS to the dimensions shown on the contract drawings with a portable hot wire device supplied by the manufacturer, or a handsaw, or an alternative cutting method approved by the Engineer.

- D. Blocks shall be placed in accordance with the accepted block pattern layout. Blocks shall be butted tightly against one another.
- E. Provide a system of temporary weights or tie downs, approved by the Engineer, to anchor the EPS blocks if there is wind gust or flooding potential.
- F. Do not drive or operate heavy machinery or place concentrated loads directly on the EPS blocks, EPS blocks damaged due to the Contractor's operations will be removed and replaced at no additional cost to the State.

## Site Preparation:

- A. Where required by the Contract Drawings, the natural soil subgrade shall be excavated to the elevations given on the contract drawings.
- B. The bedding layer shall consist of Fine Aggregate Bedding Material (M.03.01-2). The required smoothness of the bedding layer prior to placement of the EPS block shall be no more than ±3/8-inch over any ten foot distance. The bedding layer shall be compacted with a plate compactor or tamper plate until level and smooth within the requirements of this specification.
- C. Prior to placement of EPS blocks, the bedding material shall be cleared of vegetation, any large or sharp-edged soil particles, any kind of debris, and graded to accommodate the EPS blocks. There shall be no debris of any kind on the bedding surface at the time EPS blocks are placed.
- D. Unless directed otherwise by the Engineer, there shall be no standing water or accumulated snow or ice on the bedding layer within the area where EPS blocks are placed at the time of block placement.
- E. EPS blocks shall not be placed on frozen subgrade nor deicing salts be used except as directed by the Engineer.

## **Method of Measurement:**

Expanded Polystyrene Fill of the specified density will be measured for payment by the actual volume in cubic yards of low density foam installed and accepted, as field-measured in its final position.

## **Basis of Payment:**

This work will be paid for at the contract unit price, per cubic yard, for "Expanded Polystyrene Fill" of the specified density, which price includes the furnishing, placing and trimming of

blocks, and all materials, equipment, tools and labor incidental thereto. The unit price also includes submittals and all required material testing.

Pay Item Expanded Polystyrene Fill Pay Unit C.Y.

Rev. 1/19/2017

# <u>ITEM #0404101A – BITUMINOUS CONCRETE PATCHING - PARTIAL</u> DEPTH

**Description**: This work shall consist of sawcutting, removing and properly disposing of deteriorated bituminous concrete pavement. It shall also include removal and proper disposal of deteriorated, spalled, broken, damaged or delaminated Portland Cement Concrete (PCC) pavement base, compaction of granular base, application of tack coat on the PCC base and vertical faces of the sawcut, and placement of bituminous concrete according to the Plans or as directed by the Engineer.

In areas where there is no underlying PCC, the work shall consist of sawcutting, removing and properly disposing of deteriorated bituminous concrete pavement, regrading and recompacting the existing granular base, cleaning and application of tack coat on the vertical faces of the sawcut, and placement of Hot-Mix Asphalt (HMA) or an equivalent Polymer Modified Asphalt (PMA) at the same thickness as surrounding pavement, (minimum 6 inches), and as shown on the plans.

**Materials:** All materials for this work shall meet the requirements of Section M.04 and shall consist of the following:

- HMA S0.5, HMA S0.375 (when requested by the Contractor and approved by the Engineer at least 5 days in advance) or an equivalent PMA. All HMA, or PMA, shall be Traffic Level 2 unless indicated otherwise on the plans.
- Tack coat

**Construction Methods:** Equipment for this work shall include pavement cutting, removal, material handling, vacuum, small compaction equipment and a maximum 15 pound jackhammer. The Contractor shall supply a steel crow/pry bar (approximate length - 6 feet) weighing 15-25 lbs. Compressed air equipment (minimum 100 psi) and a 10 foot straightedge shall also be provided.

All equipment used to place and compact the HMA, or PMA, shall meet the requirements of Section 4.06. Due to the nature of this work, the equipment shall be medium and small size to fit excavated areas to be patched. It is also expected that placement of HMA, or PMA, will require hand work or a combination of equipment and hand work methods and tools to achieve the required results.

1. The Engineer will mark out all areas for patching. The minimum length and width dimensions of any given partial depth patch shall be 24 inches. Any area to be patched shall completely encompass the entire distressed pavement area and extend at least 6 inches beyond into the surrounding pavement wherever possible.

- 2. If it is determined that poor or inadequate granular base is contributing to the distress in the asphalt layers, the Engineer may direct that it be removed and processed aggregate be placed and compacted.
- 3. Sawcut the bituminous concrete at the marked areas to a maximum depth of 6 inches, but not into the underlying concrete pavement.
- 4. Remove existing bituminous concrete pavement from within the sawcut.
- 5. Vacuum the debris and use compressed air to clean the surface of the underlying concrete pavement.
- 6. The Engineer will sound the PCC pavement with the 6 foot crow bar and delineate area(s) to be patched. The 6 foot crow bar will be dropped by the Engineer (or their designee) from approximately one foot to sound the concrete.
- 7. Maximum 15 pound hammers shall be used to loosen delineated PCC pavement.
- 8. Vacuum the debris in combination with other acceptable means to remove all loose materials.
- 9. If granular base is exposed, it shall be graded and compacted using jumping jack or vibratory plate compactors. A minimum of 4 passes, or coverages, must be made by the compaction device. If existing granular base material is lost during the excavation of the deteriorated pavement, the Contractor shall add material meeting the requirements of Section 3.04. Compaction of the granular base shall meet the density requirements of Section 3.04.
- 10. The excavated areas shall be cleaned by wiping, sweeping and use of compressed air to the satisfaction of the Engineer.
- 11. Tack coat shall be applied covering the entire area of the PCC base and the vertical bituminous concrete faces and allowed to break or cure.
- 12. HMA S0.5, or PMA S0.5, shall be placed in lifts between 2 inches and 3 inches thick, shall have a final lift thickness placed at 2 inches thick and shall be placed as shown in the plans. HMA S0.375, or PMA S0.375, shall be placed in lifts between 1.5 inches and 2.5 inches thick, shall have a final lift thickness placed at 1.5 inches and shall be placed as shown in the plans. Pavement placement shall also be in accordance with Subarticle 4.06.03-6. The Contractor shall confirm that the surface elevation of the finished patch matches the elevation of the surrounding pavement surface to within 1/4 inch using the 10 foot straightedge.
- 13. All excavated materials shall be properly disposed of at the end of the work shift.

**Method of Measurement:** This work will be measured by the number of square yards of patched bituminous concrete completed and accepted.

**Basis of Payment:** This work will be paid for at the Contract unit price per square yard for "Bituminous Concrete Patching - Partial Depth" completed and accepted. The price shall include all tools, materials, labor, and equipment, including sawcutting, pavement removal and disposal, grading and compaction of existing granular base, cleaning, tack coat application, and HMA, or PMA, placement and compaction.

There will be no additional compensation for replacing granular base material lost during the excavation of the deteriorated pavement.

Inadequate or poor granular base foundations that cannot be recompacted as determined by the Engineer will be paid for at the Contract unit price per cubic yard of "Processed Aggregate Base."

Pay Item Pay Unit Bituminous Concrete Patching - Partial Depth s.y.

## <u>ITEM #0406195A – FILLING JOINTS AND CRACKS IN BITUMINOUS</u> CONCRETE PAVEMENT

**Description:** This work consists of furnishing and applying a hot-applied mixture of Performance-Graded (PG) asphalt binder and polyester fibers to bituminous concrete pavement cracks, longitudinal and transverse paving joints, joint-reflection cracks, and raveled transverse joints in flexible or composite pavement that are otherwise sound and do not display signs of active aggregate loss. If milling is included in this Project, the crack filler shall be placed after milling.

Joint and crack filling shall be constructed in close conformity with the lines, grades, thickness, and typical cross section shown on the plans or established by the Engineer. Joint and crack filling may be used in conjunction with other joint and crack treatments including, but not limited to, joint and crack sealing and patching in which case the relative sequence of crack treatments will be prescribed in the Plans, a Notice to Contractor, or other Contract documents.

## Definitions:

Composite pavement: Bituminous Concrete overlay of a Portland-cement-concrete (PCC) pavement.

Crack: A crack is a void in the pavement structure meeting the following criteria:

- Crack length is the longest dimension of the void, at minimum 3 times the depth of the crack and at minimum 6 times the nominal maximum aggregate size of the mix at the surface.
- Crack width is the dimension perpendicular to the length at the pavement surface.
- Crack depth is the dimension that extends vertically into the pavement structure from the surface, where the depth is greater than the width.

The word "crack," including all work specified for filling cracks herein, will also apply to "raveled longitudinal joints" and "raveled transverse joints," unless otherwise specified.

Joint: Purposely placed discontinuity in the pavement mat.

Longitudinal joints: Joints formed along the direction of travel between adjacent pavement sections (placed by machine, by hand or by other means) on the surface lift of a bituminous-concrete pavement structure. This includes, but is not limited to, joints formed by patching, utility work trenching, widening, new construction, and reconstruction.

Transverse joints: Joints formed perpendicular to the direction of travel on the surface lift of a bituminous-concrete pavement structure. This includes, but is not limited to, joints formed by patching, utility work trenching, widening, new construction, and reconstruction.

Working crack or joint: A crack or joint the width of which experiences horizontal contraction or expansion greater than 0.125 inch during an annual or seasonal temperature cycle. Cracks or joints experiencing vertical movement under loads are beyond this description and should be treated as deteriorated cracks or joints.

Longitudinal cracks: Cracks, the endpoints of which are more distant in the direction of roadway travel than across the width of the pavement.

Transverse cracks: Cracks, the endpoints of which are more distant across the width of the pavement than along the direction of travel.

Continuous longitudinal joints or cracks: Longitudinal joints or cracks greater than 100 feet in length.

Longitudinal joint-reflection cracks: Longitudinal cracks formed atop the underlying longitudinal joint of a PCC pavement which has been surfaced with bituminous concrete pavement.

Transverse joint-reflection cracks: Transverse cracks formed atop the underlying transverse joint of a PCC pavement which has been surfaced with bituminous concrete pavement.

Double transverse joint-reflection cracks: Two transverse joint-reflection cracks with a minimum crack spacing of 1.5 inches apart and a maximum crack spacing of 6 inches apart. The minimum crack length of either crack is greater than 1/4 the length of the underlying joint.

Associated transverse joint-reflection cracks: In double transverse joint-reflection cracks, the joint-reflection crack with the lesser width. When these two cracks are of equal width and length, one will be treated as the transverse-joint-reflection crack and the other will be treated as the associated transverse joint-reflection crack.

Deteriorated transverse joint-reflection cracks: Single or double transverse joint-reflection cracks with potholes or patches more than 1/4 the length of the underlying joint. Additionally, if double transverse joint-reflection cracks form blocks between them that are less than 3 feet long in their longest dimension, this length will be considered deteriorated.

Raveled longitudinal joints: Defined as longitudinal joints formed between subsequent paver passes (or handwork or by other means) which have lost, due to aging of the pavement surface, at least 0.5 inch in depth of the original pavement surface material. This includes, but is not limited to, joints formed by patching, utility work trenching, widening, new construction, and reconstruction. For filling consideration the joints need to be sound and not displaying signs of active aggregate loss.

Raveled transverse joints: Defined as transverse joints formed between paver passes (or handwork or by other means) which have lost, due to aging of the pavement surface, at least

1/2 inch in depth of the original pavement surface material placed. This includes, but is not limited to, joints formed by patching, utility work trenching, widening, new construction, and reconstruction. For filling consideration the joints need to be sound and not displaying signs of active aggregate loss.

Minimum width: The minimum width of a crack or joint to be included in the work of filling joints and cracks under this item.

Maximum width: The maximum width of crack or joint to be included in the work of filling joints and cracks under this item.

Flush fill: A method of filling a joint or crack to refusal such that minimal crack filling material is allowed to overflow onto the adjacent pavement surface immediately around the crack or joint. The total width of a flush fill when observed from above the pavement surface will be 1.5 inches or less. Any excess material shall be struck off even with the adjacent pavement surface immediately after placement of the filler while the filler is still liquid. This shall be accomplished using the appropriate application wand and squeegee to place and smooth the liquid crack filler in a crack or joint.

Recessed fill: A method of filling a joint or crack such that no crack filling material is allowed to overflow onto the adjacent pavement surface immediately around the crack or joint. This shall be accomplished using the appropriately sized and tipped application wand to place liquid crack filler in a joint or crack.

**Materials:** The hot-applied crack filling material shall be composed of a mixture of Performance Graded Asphalt Binder and polyester fibers blended to provide 4.5 to 5.5% polyester fibers by weight. No field mixing of the fibers is allowed. The crack filling material (with fibers) shall be prepackaged to be placed in the melter applicator on Site in the presence of the Engineer, retaining the packaging materials for comparison with the Materials Certificate. The materials shall meet the following requirements:

- 1. Polyester Fibers: A Materials Certificate with the manufacturer's material specifications is required. The polyester fibers shall meet the following requirements:
  - i. Length: 0.250 inches  $\pm 2$  mils
  - ii. Crimps: (ASTM D3937) None
  - iii. Tensile Strength, (ASTM D2256)\* 69,600 psi minimum
  - iv. Denier, (ASTM D1577)\* 3.0 to 6.0
  - v. Specific Gravity 1.32 to 1.40
  - vi. Melting Temperature 473 °F minimum
  - vii. Ignition Temperature 1000 °F minimum
    - \* This data must be obtained prior to cutting the fibers.
- 2. The Performance Graded (PG) Asphalt binder shall be Performance Grade 76-22 and shall meet the requirements of AASHTO M 320 and AASHTO R 29. The Contractor shall submit

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a Certified Test Report and bill of lading representing each delivery in accordance with AASHTO R 26. The Certified Test Report must indicate the asphalt binder's specific gravity at 77 °F, rotational viscosity at 275 °F and 329 °F, and a mixing and compaction viscosity-temperature chart as if the asphalt binder were to be used as binder for the construction of hot-mix asphalt. The blending of PG asphalt binder from different Suppliers is strictly prohibited. Contractors who blend PG asphalt binders shall be classified as a Supplier and shall be required to certify the asphalt binder in accordance with AASHTO R 26(M).

The Contractor shall submit to the Engineer all Material Safety Data Sheets from the material manufacturer(s) prior to the commencement of work. During work progress, the Contractor shall submit to the Engineer the Certified Test Report and Materials Certificate for each batch or lot of material used on the Contract.

#### **Construction Methods:**

<u>Equipment:</u> The equipment used shall include, but be not limited to, one or more of each of the following:

- 1. Melter Applicator: The unit will consist of a boiler kettle equipped with pressure pump, hose, and applicator wand; the boiler kettle may be a combination melter and pressurized applicator of a double-boiler type with space between the inner and outer shells filled with heat transfer oil. Heat transfer oil shall have a flash point of not less than 600 °F. The kettle shall include a temperature control indicator and a mechanical agitator. The kettle shall be capable of maintaining the treatment material at the manufacturer's specified application temperature range. The kettle shall include an insulated applicator hose and application wand. The hose shall be equipped with a shutoff control. The kettle shall include a mechanical full sweep agitator to provide continuous blending. The unit shall be equipped with thermometers to monitor the material temperature and the heating oil temperature. The unit shall be equipped with thermostatic controls that allow the operator to regulate material temperature up to at least 425 °F.
- 2. Application Wand and Squeegee Applicator: The material shall be applied with a wand followed by a squeegee applicator. The squeegee applicator shall be of commercial/industrial quality designed with a "U" shaped configuration. It shall be of a size adequate to strike off, flush with the surrounding pavement surface and without overflow around the sides, all hot joint and crack filler placed to fill joints and cracks. This tool shall be either attached to the applicator wand or used separately as its own long handled tool.
- 3. Hot Air Lance: The unit shall be designed for cleaning and drying the pavement surface cracks. Minimum compressed air capacity shall be 100 psi. The compressed air emitted from the tip of the lance shall be flame free and be capable of achieving a temperature of at least 1500 °F.

Operations: The crack filling operation shall proceed in accordance with the requirements of the "Maintenance and Protection of Traffic" and "Prosecution and Progress" specifications.

- 1. Weather Requirements: The pavement must be dry and the ambient temperature must be at least 40° F during the field application operations. No frost, snow, or ice may be present on the roadway surface or within the cracks.
- 2. Cracks and Raveled Longitudinal and Transverse Joints to be Filled: The width and depth requirements for "cracks" and "raveled longitudinal and raveled transverse joints" to be filled are not the same.

All pavement surface cracks between the Minimum Crack Width and the Maximum Crack Width listed in Table 1 below shall be prepared in this manner, subject to the criteria in Table 3.

Table 1 - Nominal Minimum and Maximum Crack Width

Minimum Crack Width	0.5 inch
Maximum Crack Width	1.5 inches

All raveled pavement surface joints between the Minimum Raveled Joint Width and the Maximum Raveled Joint Width listed in Table 2 below shall be prepared in this manner, subject to the criteria in Table 3.

Table 2 – Nominal Minimum and Maximum Raveled Joint Width

Minimum Raveled Joint Width	0.5 inch
Maximum Raveled Joint Width	3 inches
Minimum Raveled Joint Depth	0.5 inch
Maximum Raveled Joint Depth	1 inch or 1/2 the thickness of the surface lift (whichever is thinner)

Table 3 - Criteria for Selecting Cracks/Joints to Fill

_	Table 5 - Criteria for Selecting Cracks/Joints to Fin				
Type	Description	Action			
Crack	Entire Length Between Minimum and Maximum Crack Depth and between Minimum and Maximum Crack Width	Fill entire length			
Crack	Entire Length Less than Minimum Crack Width	Do not fill			
Crack	Entire Length Greater than Maximum Crack Width	Do not fill			
Crack	50% or Less of Entire Length Tapers Below Minimum Crack Width	Fill entire length			
Crack (Transverse)	50% or Less of Entire Length Exceeds the Maximum Crack Width	Fill entire length			
Raveled Joint	Entire Length Less than Minimum Raveled Joint Depth	Do not fill			
Raveled Joint	Any Length Greater than Maximum Raveled Joint Depth	Take the action specified for a crack of similar dimensions.			
Raveled Joint	Any Length Less than Minimum Raveled Joint Width	Do not fill			
Raveled Joint	Any Length Greater than Maximum Raveled Joint Width	Do not fill			
Raveled Joint	Entire Length Between Minimum and Maximum Raveled Joint Depth and between Minimum and Maximum Raveled Joint Width	Fill entire length			
Raveled Joint	Entire Length Longer than 1 Foot	Fill entire length			

All crack and raveled joint width determinations shall be made by measuring the pavement crack or joint width flush at the surface of the pavement to be filled. A straightedge shall be used whenever necessary to establish the location or limits of the "flush" surface of the pavement.

**Note:** The width determinations made to identify joints and cracks to be filled may not be the same as the finished width after placement of the filler material.

<u>Preparation:</u> Cracks shall be prepared to a depth of at least 0.75 inch for cracks between the Minimum Crack Width and half of the Maximum Crack Width, and to a depth of 1.25 inches for cracks between half of the Maximum Crack Width and the Maximum Crack Width.

Joints shall be prepared to a depth of 1 inch or the total depth of the joint, whichever is smaller, for cracks between the Minimum Raveled Joint Width and the Maximum Raveled Joint Width. In the event that cracks are packed tightly with debris, dirt, vegetation, or other material except previously placed sealant or filler that cannot be removed by a hot air lance, the Contractor shall

use a vertically mounted power driven wire brush to remove debris and vegetation and burnish the sides of the crack. Cracks treated with the wire power brush shall subsequently be treated with a hot air lance as described below. The use of the wire power brush and the hot-air lance treatment shall result in the complete removal of all material in the crack (except previously placed sealant or filler) such that the sides of the crack are completely free and clean of any debris and moisture.

Pavement surface cracks, raveled longitudinal joints, and raveled transverse joints to be filled shall be treated with a hot-air lance prior to application of the crack filler material. A minimum of 2 passes shall be made with the hot-air lance. The hot air lance operation shall proceed at a rate no greater than 120 feet per minute. There shall be no more than a 10 minute time lapse between the second hot-air lance treatment and the material application. Should this time be exceeded the Contractor shall make an additional pass(es) with the hot air lance.

The use of the hot air lance is not intended to heat the crack; it is to remove any latent moisture or dampness from inside the crack until the inside of the crack is completely dry in the opinion of the Engineer. "Moisture" does not include standing water. The hot air lance is not to be used to "boil off" or blow standing water from the bottom of a crack or joint. If standing water is present in the bottom of any crack or joint, the filling operation shall be postponed until such time that the standing water evaporates naturally. The Contractor may be allowed to use compressed, oil-free, air (not heated) to blow standing water from a crack to help accelerate the natural evaporation of any standing water. If this is done, the crack must be allowed to dry naturally until all standing water is no longer visible. Then the hot air lance may be used. If a crack is already completely dry, in the opinion of the Engineer, the hot air lance shall be operated at its lowest temperature possible.

<u>Material Mixing Procedure:</u> Field mixing of the Performance Grade Binder and the Polyester Fibers is not allowed. The prepackaged material shall be added to the melter kettle. It shall then be heated and mixed/circulated to the recommended application temperature. The crack filler material shall never exceed 400 °F. Material exceeding 400 °F will be rejected and discarded.

<u>Crack Filling:</u> Cracks are to be filled to refusal along their entire length. The treatment material shall be maintained within the manufacturer's specified application temperature range at all times. The filling operation shall be suspended if the temperature of the crack filling material falls outside the specified temperature range and shall remain suspended until the crack filling material is brought within the specified temperature range. The Engineer reserves the right to reject any overheated material. Cracks must not be overfilled as they may detrimentally affect any planned overlay treatment. If any portion of the crack is overfilled it shall be squeegeed immediately following application of the crack filler material, striking excess material as flat to the adjacent pavement surface as possible. Filled cracks are to be squeegeed immediately following application of the crack filling material, striking excess filler flat to the adjacent pavement surface. There will be no build-up of treatment material above or adjacent to the crack at any time. In cases where the initial application of filler material fails to fill the crack or shrinks upon cooling such that there is a depression formed of at least 0.25 inch or greater, a

second application of filler shall be placed over the first application to fill the crack adequately as described above.

<u>Protection of Filled Joints and Cracks:</u> Traffic shall not be permitted on the pavement until the crack fill material is set, so the material does not track, is not deformed or pulled out by traffic.

If plans call for placing a bituminous surface treatment (overlay) over the crack filler, a detackifier (sand or liquid spray) or blotter shall not be used which may interfere with the bonding of the treatment to be placed over the material.

If plans do not call for placing a bituminous surface treatment over the crack filler, a detackifier may be used. The detackifier shall be a product recommended by the supplier of the filler material, and shall be applied as recommended by the supplier. No paper, cotton, or other organic materials will be allowed for either blotting or detackifying. Information on the type and usage of a detackifier shall be presented to the Engineer in writing. Any acceptance of the detackifier will be granted by the Engineer in writing.

<u>Surplus Treatment Material:</u> Treatment material remaining in the kettle at the close of the daily work session shall be discarded. Treatment material shall not be re-heated for use in subsequent crack filling applications unless permitted by the Engineer.

<u>Debris Removal:</u> All debris generated from the crack filling operations shall be removed from the roadway and properly disposed by the Contractor in accordance with State of Connecticut law.

<u>Replacement of existing pavement markings</u>: Existing pavement markings obliterated by the crack and joint treatment work shall be replaced with temporary pavement markings before the roadway is opened to traffic. All costs associated with repair of work damaged by traffic and placement of temporary pavement markings shall be borne by the Contractor.

<u>Required Project Documentation:</u> Provide the Engineer a daily report with the following information:

- 1. Project number and route number.
- 2. Date, air temperature (°F), a.m. and p.m. weather.
- 3. Beginning and ending locations for the day, including lane(s) and direction.
- 4. Unique or different situations on the Project.
- 5. Contractor's signature.

Acceptance of Work: When work is complete on the Project, or a portion of the Project if multiple locations are included, an inspection of the work shall be scheduled with the Engineer. The Engineer will note all deficiencies including areas exhibiting adhesion failure, cohesion failure, tracking of filler material, missed cracks or joints, or other factors that show the work is not acceptable. Work identified by the Engineer as not acceptable shall be repaired at the Contractor's expense. The Contractor shall notify the Engineer upon completion of required corrective work so it can be reinspected. All inspections are to take place before applying any subsequent surface treatments.

**Method of Measurement**: This work will be measured by the number of linear feet of crack filler measured and accepted by the Engineer.

**Basis of Payment:** This work will be paid for at the Contract unit price per linear foot for "Filling Joints and Cracks in Bituminous Concrete Pavement" which price shall include all materials, equipment, tools, and labor incidental thereto. No payment will be issued prior to receipt of the required document submittals.

Pay Item Pay Unit Filling Joints and Cracks in Bituminous Concrete Pavement 1.f.

# <u>ITEM #0406275A – FINE MILLING OF BITUMINOUS CONCRETE (0" TO 4")</u>

**Description:** This work shall consist of the milling, removal, and disposal of existing bituminous concrete pavement.

**Construction Methods:** The Contractor shall remove the bituminous concrete material using means acceptable to the Engineer. The pavement surface shall be removed to the line, grade, and existing or typical cross-section shown on the plans or as directed by the Engineer.

The bituminous concrete material shall be disposed of offsite by the Contractor at an approved disposal facility unless otherwise stated in the Contract.

Any milled surface, or portion thereof, that is exposed to traffic shall be paved within five (5) calendar days unless otherwise stated in the plans or Contract.

The equipment for milling the pavement surface shall be designed and built for milling bituminous concrete pavements. It shall be self-propelled with sufficient power, traction, and stability to maintain depth and slope and shall be capable of removing the existing bituminous concrete pavement.

The milling machine shall be equipped with a built-in automatic grade averaging control system that can control the longitudinal profile and the transverse cross-slope to produce the specified results. The longitudinal controls shall be capable of operating from any longitudinal grade reference, including string line, contact ski (30 feet minimum), non-contact ski (20 feet minimum), or mobile string line (30 feet minimum). The transverse controls shall have an automatic system for controlling cross-slope at a given rate. The Engineer may waive the requirement for automatic grade or slope controls where the situation warrants such action.

The machine shall be able to provide a 0 to 4 inch deep cut in one pass. The rotary drum of the machine shall use carbide or diamond tipped tools spaced not more than <sup>5</sup>/<sub>16</sub> inch apart. The forward speed of the milling machine shall be limited to no more than 45 feet/minute. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture.

The machine shall be equipped with an integral pickup and conveying device to immediately remove material being milled from the surface of the roadway and discharge the millings into a truck, all in one operation. The machine shall also be equipped with a means of effectively limiting the amount of dust escaping from the milling and removal operation.

When milling smaller areas or areas where it is impractical to use the above described equipment, the use of a lesser equipped milling machine may be permitted when approved by the Engineer.

Protection shall be provided around existing catch basin inlets, manholes, utility valve boxes, and any similar structures. Any damage to such structures as a result of the milling operation is the Contractor's responsibility and shall be repaired at the Contractor's expense.

To prevent the infiltration of milled material into the storm drainage system, the Contractor shall take special care to prevent the milled material from falling into the inlet openings or inlet grates. Any milled material that has fallen into inlet openings or inlet grates shall be removed at the Contractor's expense.

**Surface Tolerance:** The milled surface shall provide a satisfactory riding surface with a uniform textured appearance. The milled surface shall be free from gouges, longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, improper use of equipment, or poor workmanship. The Contractor, under the direction of the Inspector, shall perform random spot-checks with a Contractor supplied ten-foot straightedge to verify surface tolerances at a minimum of five (5) locations per day. The variation of the top of two ridges from the testing edge of the straightedge, between any two ridge contact points, shall not exceed ¼ inch. The variation of the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed ¼ inch. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the Engineer.

The depth of removal will be verified by taking measurements every 250 feet per each pass of the milling machine, or as directed by the Engineer. These depth measurements shall be used to monitor the average depth of removal.

Where a surface delamination between bituminous concrete layers or a surface delamination of bituminous concrete on Portland cement concrete causes a non-uniform texture to occur, the depth of milling shall be adjusted in small increments to a maximum of  $\pm$ 1 inch to eliminate the condition

When removing bituminous concrete pavement entirely from an underlying Portland cement concrete pavement, all of the bituminous concrete pavement shall be removed leaving a uniform surface of Portland cement concrete, unless otherwise directed by the Engineer.

Any unsatisfactory surfaces produced by the milling operation are the Contractor's responsibility and shall be corrected at the Contractor's expense and to the satisfaction of the Engineer.

No vertical faces, transverse or longitudinal, shall be left exposed to traffic unless the requirements below are met. This shall include roadway structures (catch basins, manholes, utility valve boxes, etc.). If any vertical face is formed in an area exposed to traffic, a temporary paved transition shall be established according to the requirements shown on the plans. If the milling machine is used to form a temporary transition, the length of the temporary transition shall conform to Special Provision Section 4.06 –Bituminous Concrete, "Transitions for Roadway Surface," the requirements shown on the plans, or as directed by the Engineer. At all

permanent limits of removal, a clean vertical face shall be established by saw cutting prior to paving.

Roadway structures shall not have a vertical face of greater than one (1) inch exposed to traffic as a result of milling. All structures within the roadway that are exposed to traffic and greater than one (1) inch above the milled surface shall receive a transition meeting the following requirements:

For roadways with a posted speed limit of 35 mph or less\*:

- 1. Round structures with a vertical face of greater than 1 inch to 2.5 inches shall be transitioned with a hard rubber tapered protection ring of the appropriate inside diameter designed specifically to protect roadway structures.
- 2. Round structures with a vertical face greater than 2.5 inches shall receive a transition of bituminous concrete formed at a minimum 24 to 1 (24:1) taper in all directions.
- 3. All rectangular structures with a vertical face greater than 1 inch shall receive a transition of bituminous concrete formed at a minimum 24 to 1 (24:1) taper in all directions.
- \*Bituminous concrete tapers at a minimum 24 to 1 (24:1) taper in all directions may be substituted for the protection rings if approved by the Engineer.

For roadways with a posted speed limit of 40, 45 or 50 mph:

1. All structures shall receive a transition of bituminous concrete formed at a minimum 36 to 1 (36:1) taper in the direction of travel. Direction of travel includes both the leading and trailing side of a structure. The minimum taper shall be 24 to 1 (24:1) in all other directions.

For roadways with a posted speed limit of greater than 50 mph:

1. All structures shall receive a transition of bituminous concrete formed at a minimum 60 to 1 (60:1) taper in the direction of travel. Direction of travel includes both the leading and trailing side of a structure. The minimum taper shall be 24 to 1 (24:1) in all other directions

All roadway structure edges and bituminous concrete tapers shall be clearly marked with fluorescent paint. The paint shall be maintained throughout the exposure to traffic.

The milling operation shall proceed in accordance with the requirements of the "Maintenance and Protection of Traffic" and "Prosecution and Progress" specifications, or other Contract requirements. The more stringent specification shall apply.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper truck. The sweeper truck shall be equipped with a water tank and be capable of removing the millings and loose debris from the surface. The sweeper truck shall operate at a forward speed that allows for the maximum pickup of millings from the roadway surface. Other sweeping equipment may be provided in lieu of the sweeper truck where acceptable by the Engineer.

Any milled area that will not be exposed to live traffic for a minimum of 48 hours prior to paving shall require a vacuum sweeper truck in addition to, or in lieu of, mechanical sweeping. The vacuum sweeper truck shall have sufficient power and capacity to completely remove all millings from the roadway surface including any fine particles within the texture of the milled surface. Vacuum sweeper truck hose attachments shall be used to clean around pavement structures or areas that cannot be reached effectively by the main vacuum. Compressed air may be used in lieu of vacuum attachments if approved by the Engineer.

**Method of Measurement:** This work will be measured for payment by the number of square yards of area from which the milling of asphalt has been completed and the work accepted. No area deductions will be made for minor unmilled areas such as catch basin inlets, manholes, utility boxes and any similar structures.

**Basis of Payment:** This work will be paid for at the Contract unit price per square yard for "Fine Milling of Bituminous Concrete (0" to 4")." This price shall include all equipment, tools, labor, and materials incidental thereto.

No additional payments will be made for multiple passes with the milling machine to remove the bituminous surface.

No separate payments will be made for cleaning the pavement prior to paving; providing protection and doing handwork removal of bituminous concrete around catch basin inlets, manholes, utility valve boxes and any similar structures; repairing surface defects as a result of the Contractors negligence; providing protection to underground utilities from the vibration of the milling operation; removal of any temporary milled or paved transition; removal and disposal of millings; furnishing a sweeper truck and sweeping after milling. The costs for these items shall be included in the Contract unit price.

Pay Item Pay Unit Fine Milling of Bituminous Concrete (0"to 4") S.Y.

## ITEM #0406999A – ASPHALT ADJUSTMENT COST

**Description:** The Asphalt Adjustment Cost will be based on the variance in price for the performance-graded binder component of hot mix asphalt (HMA), Polymer Modified Asphalt (PMA), and Ultra-Thin Bonded Hot-Mix Asphalt mixtures completed and accepted during the Contract.

## The Asphalt Price is available on the Department of Transportation website at:

http://www.ct.gov/dot/asphaltadjustment

#### **Construction Methods:**

An asphalt adjustment will be applied only if all of the following conditions are met:

#### I. For HMA and PMA mixtures:

- a. The HMA or PMA mixture for which the adjustment would be applied is listed as a Contract item with a pay unit of tons.
- b. The total quantity for all HMA and PMA mixtures in the Contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or the Project duration is greater than 6 months.
- c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.

#### II. For Ultra-Thin Bonded HMA mixtures:

- a. The Ultra-Thin Bonded HMA mixture for which the adjustment would be applied is listed as a Contract item.
- b. The total quantity for Ultra-Thin Bonded HMA mixture in the Contract exceeds:
  - i. 800 tons if the Ultra-Thin Bonded HMA item has a pay unit of tons.
  - ii. 30,000 square yards if the Ultra-Thin Bonded HMA item has a pay unit of square yards.

Note: The quantity of Ultra-Thin Bonded HMA measured in tons shall be determined from the material documentation requirements set forth in the Ultra-Thin Bonded HMA item Special Provision.

- c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
- d. No Asphalt Adjustment Cost will be applied to the liquid emulsion that is specified as part of the Ultra-Thin Bonded HMA mixture system.

III. Regardless of the binder used in all HMA or PMA mixtures, the Asphalt Adjustment Cost will be based on PG 64-22.

The Connecticut Department of Transportation (CTDOT) will post on its website, the average per ton selling price (asphalt price) of the performance-graded binder. The average is based on the high and low selling price published in the most recent available issue of the **Asphalt Weekly Monitor**® furnished by Poten & Partners, Inc. under the "East Coast Market – New England, New Haven, Connecticut area," F.O.B. manufacturer's terminal.

The selling price furnished from the Asphalt Weekly Monitor ® is based on United States dollars per standard ton (US\$/ST).

#### **Method of Measurement:**

Formula:  $HMA \times [PG\%/100] \times [(Period Price - Base Price)] = $ _____$ 

Where

#### • **HMA**:

- 1. For HMA, PMA, and Ultra-Thin Bonded HMA mixtures with pay units of tons: The quantity in tons of accepted HMA, PMA, or Ultra-Thin Bonded HMA mixture measured and accepted for payment.
- 2. For Ultra-Thin Bonded HMA mixtures with pay units of square yards: The quantity of Ultra-Thin Bonded HMA mixture delivered, placed, and accepted for payment, calculated in tons as documented according to the Material Documentation provision (Construction Methods, paragraph G) of the Ultra-Thin Bonded HMA Special Provision.
- Asphalt Base Price: The asphalt price posted on the CTDOT website 28 days before the actual bid opening posted.
- Asphalt Period Price: The asphalt price posted on the CTDOT website during the period the HMA or PMA mixture was placed.
- **PG%:** Performance-Graded Binder percentage
  - 1. For HMA or PMA mixes:
    - PG% = 4.5 for HMA S1 and PMA S1
    - PG% = 5.0 for HMA S0.5 and PMA S0.5
    - PG% = 6.0 for HMA S0.375, PMA S0.375, HMA S0.25 and PMA S0.25

2. For Ultra-Thin Bonded HMA mixes: PG% = Design % PGB (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to the tenth place (e.g. 5.1%)

The asphalt adjustment cost shall not be considered as a changed condition in the Contract as result of this provision since all bidders are notified before submission of bids

**Basis of Payment:** The "Asphalt Adjustment Cost" will be calculated using the formula indicated above. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.

The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this item will be considered the bid price although the adjustment will be made as described above. The estimated cost figure is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be disregarded and the original cost figure will be used to determine the amount of the bid for the Contract.

Pay Item Pay Unit Asphalt Adjustment Cost est.

## ITEM #0601020A – STAMPED CONCRETE

Construct Stamped Concrete Pavement Surfaces as shown on the plans and in accordance with Article 4.01, supplemented as follows:

## **Article 4.01.01 - Description: Add the following:**

Work under this item includes construction of truck apron using the specified concrete pavement color, pattern, textural surface, dry-shake color hardener, test slabs, and application of a sealant solution.

Work under this item also includes furnishing and installing construction joints in accordance with the plans and this specification.

## **Article 4.01.02 – Materials: Add the following:**

Concrete must have a minimum 28-day compressive strength of 4500 psi concrete for the truck apron, with a maximum aggregate size of ½". Cement from the same mill and raw materials of the same type and brand should be used for all the stamped concrete and test panel to ensure color uniformity. In addition, the temperature of the concrete must be kept between 65°F and 85°F unless otherwise specified by the manufacturer.

- 1. Coloring Agent The primary concrete coloring agent shall be pigmented coloring admixtures processed specifically for incorporating into the concrete mix and complying with ASTM C979 and ASTM C494. The coloring agent shall contain colored, water-reducing, coloring agents that are lime proof and UV resistant, and without calcium chloride. If the concrete mix is not delivered with the coloring admixture already mixed in, pre-weighed and packaged dry high-grade coloring pigments for integrally colored concrete shall be used. The pigment color to be added to the concrete shall be selected as shown on the plans or as directed by the engineer from manufacturer's standards. A colored release agent compatible with the integral pigments shall be used in accordance with the manufacturer's recommendations to achieve the desired finished appearance.
- 2. **Color** The color shall be one of the following or approved equals:
  - Scofield Texturetop<sup>TM</sup> A-26 Brick Red, manufactured by L.M. Scofield Company, 280 Park Avenue, Rutherford, NJ 07070, telephone (201) 672-9050, viewable on the following website: <a href="http://www.scofield.com/concreteresurfacing\_main.html">http://www.scofield.com/concreteresurfacing\_main.html</a>
  - Solomon Brickform #550 Brick Red, manufactured by Solomon Colors, Inc., 4050 Color Plant Road, Springfield, IL 62702, telephone (217) 522-3112, viewable on the following website: http://www.brickform.com/ColorCard.aspx?ColorCardID=17

- 3. **Releasing Agent -** The dry-shake powder releasing agent shall be used to facilitate release of imprinting tools as recommended by the manufacturer. The color of the releasing agent shall be matched to the color used for the coloring agent. One of the following or approved equals shall be used:
  - Scofield LITHOCHROME® Color Hardener and Antiquing Release, manufactured by Sika Scofield, 4155 Scofield Road, Douglasville, GA 30134, telephone (770) 920-6000, viewable on the following website: http://www.scofield.com/lithochrome\_main.html
  - Solomon Brickform Color Hardener and Releasing Agent, manufactured by Solomon Colors Inc., 4050 Color Plant Road, Springfield, IL 06702, telephone (217) 522-3112, viewable on the following website:
    - http://www.brickform.com/Products/Antiquing-Products/Antique-Release2/
- 4. **Mat Tools** Mat tools shall be high quality resilient mats reproduced from castings of natural materials and providing uniform control of joint depth. The stamped concrete pattern shall be one of the following patterns or approved equals.
  - Scofield Pavecrafters® New Brick Running Bond Pattern, Order No. 2010, manufactured by Sika Scofield, 4155 Scofield Road, Douglasville, GA 30134, telephone (770) 920-6000; viewable on the following website:
    - http://www.scofield.com/stampedconcrete\_patterns24.html
  - Butterfield Color® New Brick Running Bond, Product No. BST 6200, manufactured by Butterfield Color, 625 W. Illinois Avenue, Aurora, IL 60506, telephone (800) 282-3388, viewable on the following website:
    - http://www.butterfieldcolor.com/tool/new-brick-running-bond/
- 5. **Curing and Sealing Compound -** The clear sealant shall be one of the following or an approved equal:
  - Scofield<sup>®</sup> Cureseal-W<sup>™</sup> [Semi-Gloss], manufactured by Sika Scofield, 4155 Scofield Road, Douglasville, GA 30134, telephone (770) 920-6000, viewable on the following website: <a href="http://www.scofield.com/concretesealer-CURESEAL-W.html">http://www.scofield.com/concretesealer-CURESEAL-W.html</a>
  - Solomon Brickform Gem Cure & Seal, manufactured by Solomon Colors, Inc. 4050 Color Plant Road, Springfield, IL 06702, telephone (217) 522-3112, viewable on the following website:
    - http://www.brickform.com/Products/Sealers-and-Additives-/Gem-Cure-and-Seal/

Curing and sealing compound shall conform to the requirements of ASTM C309 and matching the color admixture manufacturer, for use with integrally colored concrete.

6. **Backer Rod -** An open-cell type rod with an impervious skin that will not outgas when ruptured. Use the backer rod together with the joint sealant. The backer rod shall be one of the following or an approved equal:

SOF ROD, manufactured by Nomaco Inc., 501 Innovative Way, Zebulon, NC 27597, telephone (919) 269-6500

CERA-ROD, manufactured by W.R. Meadows Inc., 2150 Monroe Street, York, PA 17404, telephone (717) 792-2627

Preformed expansion joint filler shall conform to Article M.03.08-4(a).

## **Article 4.01.03 – Construction Methods: Add the following:**

The contractor shall have at least 5 years of experience performing the installation of patterned and colored concrete on various state and/or municipal contracts. The prime Contractor submits a minimum of 5 references proving the satisfactory completion of such work performed by the concrete contractor within 7 calendar days of the award of the contract for Engineer approval. The submittal shall include the names, addresses, and phone numbers of the personnel responsible for the administrating the contracts, and the location of the prior work. If the Engineer determines that the contractor proposed has insufficient experience, or has performed unsatisfactory work on other contracts, the prime Contractor will be required to resubmit documentation for an alternate contractor for the approval of the Engineer.

At least 30 days prior to construction of the first stamped concrete surfaces, the Contractor shall prepare a test form with a full scale field mock-up of the stamped concrete surface (5' x 5') showing the proposed color, stamp pattern, surface finish, joint treatment and layout, and standard of workmanship as shown on the plans. Construct the test slab using the same methods as outlined in the above Construction Methods and using the same materials. The test panel shall include a repaired area of at least 1.5' x 1.5' to demonstrate the Contractors ability to match the color and texture in the event the stamped concrete becomes damaged during construction and requires repair. Additional test panels ordered by the Engineer for purposes of color comparison only, may be 1.5' x 1.5'. The Contractor may choose to supply several test panels of this size for purposes of color selection prior to construction the stamped 5' x 5' textured panel. If the resulting appearance is not acceptable to the Engineer, adjustments shall be made to the color, pattern, finished texture and/or joint treatment and another test form shall be prepared for inspection. The construction of the stamped concrete shall not begin until the Engineer has approved the test panel. The test panels shall be maintained during construction in an undisturbed condition as a standard for judging the completed work. All test panels shall be removed and disposed of when directed by the Engineer.

The pattern layout and joint locations shall be coordinated with and approved by the Engineer prior to any construction. The stamped concrete shall have a uniform and consistent color and pattern matching that of the approved test panel. Care is required while constructing the pattern

with respect to the joints to insure the stones in the pattern line up with the joint locations. All manufacturers' recommendations shall be followed unless otherwise directed by the Engineer.

The concrete slab shall be placed on the prepared subbase to the depth and width as shown on the plans. The concrete shall be screeded to the finished grade and floated to a uniform surface using standard finishing techniques.

Low Temperature Placements: No concrete is to be placed when air temperature is below 50°F unless additional precautions are taken and prior approval is given by the Engineer. The Engineer must approve all placements below 50°F. No concrete will be placed on frozen subgrade or at temperatures below 20°F. Concrete exposed to temperatures below 40°F after placement must be protected through the use of insulating blankets, a six (6) inch layer of straw that is maintained in a dry condition by a covering of plastic sheeting, or other appropriate methods. Any concrete placed during cold weather that is damaged because of freezing shall be replaced at the Contractor's own expense.

A releasing agent shall be applied evenly to the surface. While the concrete is still in the plastic stage of set, the specified imprinting tools shall be applied to the surface in order to develop the desired patterned surface as indicated on the plans or specified by the Engineer. Once the concrete slab has reached initial cure, the releasing agent may be washed off with a normal garden hose. It is usually desirable to leave a certain amount of releasing agent in the imprint lines and textured areas to give a two-color effect, which is most desirable in stamped concrete surfaces.

The surface shall be cleaned of dirt, oil, gas and all other foreign material and allowed to dry completely before applying sealer per manufacturer's recommendations.

The Contractor shall have on the job, at all times, sufficient waterproof paper to provide complete coverage in the event of rain. Protect the surface if rain occurs before final set. If rain falls on the newly coated concrete before the curing film has dried sufficiently to resist damage, or if the film is damaged in any other manner, the contractor shall reapply same. Treated surfaces shall be protected from all foot or vehicular traffic for a sufficient period of time to prevent damage.

The Contractor shall protect newly poured concrete surfaces so as to prevent damage from falling objects, vandalism, etc. The Contractor shall repair or remove and replace any damaged or defaced concrete surface at his own expense. Determination to repair or remove and replace will be at the sole discretion of the Engineer.

The stamped concrete shall have a uniform and consistent color and pattern matching that of the approved test slab. Stamp patterns with respect to the joints to insure the stones in the pattern line up with the joint locations. Special procedures or stamping equipment is required to construct the pattern on the irregular shaped truck apron. The Contractor shall follow all manufacturers' recommendations unless otherwise directed by the Engineer.

A Pre-Placement meeting shall be held one week prior to concrete placement to discuss the project and application methods. It is strongly suggested that the Engineer, General Contractor, Subcontractor, concrete representative, and a manufacturer's representative are all present at the meeting.

## Warranty:

For a minimum of 3 years but no more than 5 years post construction, The Contractor shall furnish and repair any defects of the stamped concrete. Defects include a stamped concrete surface showing pockets of varying color concrete degradation as a result of poor workmanship or poor material. Poor workmanship or material consists of any of the following characteristics; a concrete mix with water or air content outside manufacturer's specifications, 28-day minimum compressive strength less than 4500 psi, aggregate larger than ½", a concrete slump exceeding 5 inches, or excessive permeability. The Contractor shall furnish and repair all damaged sections resulting from poor workmanship or material, as directed by the Engineer, and at no cost to the State.

## Article 4.01.04 - Method of Measurement: Delete Sections A & B in their entirety and add the following to Section C:

**7. Stamped Concrete:** This work will be measured by the actual number of square feet of stamped concrete completed and accepted.

There will be no measurement for payment for coloring agent, releasing agent, mat tools, joint sealer or filler, but the cost shall be considered as included in the contract unit price for the stamped concrete.

Test panels shall be included measured by the number of square feet of stamped concrete completed and accepted.

## **Article 4.01.05 - Basis of Payment: Add the following to Section C:**

**7. Stamped Concrete:** This work will be paid for at the contract unit price per square foot for "Stamped Concrete," complete in place, which price shall include all PVC sleeves, equipment, tools, materials and labor incidental thereto. The price shall also include concrete complete in place. Reinforcing will be paid separately at the contract unit price per pound for "Deformed Steel Bars - Galvanized".

Pay Item Pay Unit Stamped Concrete s.f.

## ITEM #0601276A – PRECAST SUBSTRUCTURE ELEMENTS

## **Description:**

Work under this item shall consist of fabrication, furnishing, erecting and installing all precast elements, including all necessary materials and equipment to complete the work as shown on the plans.

This item shall also include the development of an Assembly Plan for the erection of the precast elements

## **Materials**:

- 1. Concrete shall conform to the requirements of M.14.01-1, amended as follows:
  - a. Concrete shall have a minimum 28-day compressive strength (f'c) of 5,000 psi.
  - b. Coarse aggregate shall meet the requirements of M.03.01-1.
  - c. The entrained air content shall not be less than 5%, or greater than 7%.
  - d. The minimum mass of cementitious materials per cubic yard of concrete shall be 660 pounds.
  - e. The addition to the mix of Calcium Chloride or admixtures containing calcium chloride will not be permitted.
- 2. Reinforcement shall conform to the requirements of Article M.06.01.
- 3. Lifting hooks, keys, threaded inserts, bolts, devices and attachments shall be of a design satisfactory for the purpose intended.
- 4. Precast Concrete Elements: Use a Department Certified Concrete Precaster or a prequalified project site caster for concrete products. Maintain a minimum compressive strength of 500 psi prior to stripping the form. Continuously wet cure the precast elements for 7 days commencing immediately after final finishing with all exposed surfaces covered. The precast elements will have a minimum cure of 14 days prior to placement. Supply test data such as slump, air voids, or unit weight for the fresh concrete and compressive strengths for the hardened concrete after 7, 14, and 28 days, if applicable.
- 5. Leveling Methods: Leveling devices shall be designed by the contractor. If additional leveling devices are desired the devices shall be shown on the working drawings.

## **Construction Methods:**

Prior to fabrication, the Contractor shall submit shop drawings to the Engineer for approval in accordance with Subarticle 1.05.02-3, and as follows:

- a. Prepare and submit shop drawings for all precast substructure elements to be fabricated.
- b. Shop drawings shall be signed and sealed by a Professional Engineer licensed in the State of Connecticut.
- c. Dimension pieces on shop drawings from working points or working lines to prevent accumulation of dimensional tolerances.
- d. Show all lifting inserts, hardware, or devices and locations on the shop drawings for Engineer's approval.
- e. Show locations and details of the lifting devices, including supporting calculations, type, and amount of any additional reinforcing required for lifting. Design all lifting devices based on the no cracking criteria in Chapter 5 of the PCI Design Handbook.
- f. Supporting calculations shall be signed and sealed by a Professional Engineer licensed in the State of Connecticut.
- g. Show minimum compressive strength attained prior to handling the precast elements.
- h. Do not order materials or begin work until receiving final approval of the shop detail drawings.
- i. The Department will reject any elements fabricated before receiving written approval, or any elements that deviate from the approved drawings. The Contractor is responsible for costs incurred due to faulty detailing or fabrication.

Prior to erection, the Contractor shall submit an Assembly Plan to the Engineer for review in accordance with Subarticle 1.05.02-3, and the following:

- a. Follow the requirements of the PCI Design Handbook for handling and erection bracing requirements.
- b. Comply with all requirements of applicable environmental permits.
- c. Comply with the construction timeframes specified in the Maintenance and Protection of Traffic Specification.
- d. Submit full size 22" x 34" sheets depicting the assembly procedures for the precast substructure elements.
- e. Include a work area plan, depicting items such as utilities overhead and below the work area, drainage inlet structures, and protective measures.
- f Include details of all equipment that will be employed for the assembly of the substructure.
- Include details of all equipment to be used to lift substructure elements including cranes, excavators, lifting slings, sling hooks, and jacks. Include crane locations, operation radii, and lifting calculations. Elements to be lifted shall include an additional 25% of the calculated load when sizing all lifting equipment. This increase shall be in addition to lifting equipment manufacturer's typical factors of safety.
- h. Include a detailed sequence of construction and a timeline for all operations.

- i. Include methods of providing temporary support of the elements. Include methods of adjusting and securing the element after placement.
- j. Include procedures for controlling tolerance limits both horizontal and vertical.
- k The Assembly Plan shall be bound into one complete document, and shall be prepared, signed, and sealed by a Professional Engineer licensed in the State of Connecticut.

## Fabrication

The fabrication and manufacture of the precast substructure elements shall conform to the latest edition of the AASHTO LRFD Bridge Design Specifications, including the latest interim specifications.

Provide the Engineer a tentative casting schedule at least two (2) weeks in advance to make inspection and testing arrangements. A similar notification is required for the shipment of precast elements to the job site. Do not place concrete in the forms until the Engineer has inspected the form and has approved the placement of all materials in the precast elements. Finish the precast elements according to Section 6.01. Trowel-finish the top surface of all precast concrete elements

Fabrication and Erection Tolerances: The length of each substructure element measured along its longitudinal axes shall be equal to that shown on the plans plus or minus 1/8". The thickness of each substructure element shall be equal to that shown on the plans plus or minus 1/8". The height of each substructure element, measured from the top of the footing to the top of the substructure element, shall be equal to that shown on the plans plus or minus 1/8". The top of the substructure element elevation shall be equal to that shown on the plans plus or minus 1/8". The squareness and plumbness shall not exceed plus or minus 1/8

## Quality Assurance

- 1. All precast elements shall be fabricated by a CTDOT approved PCI certified fabricator with a minimum certification of "B1".
- 2. Permanently mark each precast element with date of casting and supplier identification. Stamp markings in fresh concrete.
- 3. Prevent cracking or damage of precast elements during handling and storage.
- 4. Replace defects and breakage of precast elements:
  - a. Members that sustain damage or surface defects during fabrication, handling, storage, hauling, or erection are subject to review or rejection.
  - b. Obtain approval before performing repairs.
  - c. Repair work must reestablish the elements' structural integrity, durability, and

- aesthetics to the satisfaction of the Engineer.
- d. Determine the cause when damage occurs and take corrective action.
- e. Failure to take corrective action, leading to similar repetitive damage, can be cause for rejection of the damaged element.
- f. Cracks that extend to the nearest reinforcement plane and fine surface cracks that do not extend to the nearest reinforcement plane but are numerous or extensive are subject to review and rejection.
- g. Full depth cracking and breakage greater than one foot are cause for rejection.
- 5. Construct precast elements to tolerances shown on the plans. Where tolerances are not shown, follow tolerance limits in the PCI MNL116-99, "Manual for Quality Control for Plants and Protection of Structural Precast Concrete Products, 4<sup>th</sup> Edition".
- 6. The plant will document all test results. The quality control file will contain at least the following information:
  - a. Element identification.
  - b. Date and time of cast.
  - c. Concrete cylinder test results.
  - d. Quantity of used concrete and the batch printout.
  - e. Form-stripping date and repairs if applicable.
  - f. Location/number of blockouts and lifting inserts.
  - g. Temperature and moisture of curing period.
  - h. Document lifting device details, requirements, and inserts.
- 7. The concrete strengths required for various operations shall be indicated on the Assembly Plan. The Contractor shall demonstrate that these minimum strengths have been met through the use of material testing. As such, the Contractor will be required to perform strength testing at the Contractor's own expense, and shall be responsible for taking a sufficient number of concrete cylinders and/or cubes to meet this requirement. The Contractor shall not rely solely on compressive tests conducted by CTDOT, as the CTDOT testing schedule may not be changed to accommodate Contractor's scheduling requirements for interim testing.
- 8. Do not proceed with the installation of elements until the compressive test result of the cylinders for the concrete has reached the specified minimum values in the approved Assembly Plan

## Erection

Suggested procedure for installation of elements:

- A. Review the approved Assembly Plan. If changes are warranted due to varying site conditions, resubmit the plan for review and approval.
- B. Dry fit adjacent elements. The fabricator may opt to dry fit elements in the shop.
- C. Establish working points, working lines and benchmark elevations prior to

- placement of all elements.
- D. Place elements in the sequence and according to the methods outlined in the Assembly Plan. Adjust the height of each element by means of leveling devices or shims
- 1. Lift substructure element as shown in the Assembly Plan using lifting devices as shown on the shop drawings.
- 2. Set the substructure element in the proper horizontal location. Check for proper alignment within specified tolerances.

## **Method of Measurement:**

This work shall be measured for payment by the actual volume in cubic yards of concrete used to construct the precast substructure elements, placed in accordance with the plans or as ordered by the Engineer.

Reinforcing steel cast with and/or within the precast concrete elements and leveling devices required for the fabrication, transportation, erection and installation of precast concrete elements will not be measured for payment, but shall be included in the cost of the item "Precast Substructure Elements".

## **Basis of Payment:**

Payment for this work will be made at the contract unit price per cubic yard for "Precast Substructure Elements", complete and accepted in place, which price shall include but not limited to design, delivery, temporary bracing and installation of all precast concrete elements, development of Assembly Plan, all materials, equipment, tools, labor and work incidental thereto, including heating and cooling, curing and all admixtures. Unit price includes all concrete, reinforcement and leveling devices required to install the precast substructure elements and lifting hardware in accordance with the plans or as ordered by the Engineer.

Pay ItemPay UnitPrecast Substructure Elementsc.y.

## ITEM #0601651A – RETAINING WALL (SITE NO. 1)

**Description:** This item will consist of designing, furnishing and constructing a retaining wall in the location, grades, and to the dimensions and details shown on the contract drawings, and in accordance with these specifications.

**Retaining Wall Selection:** The wall chosen shall be selected from the list shown on the contract drawings. The contract drawings may detail a cast-in-place reinforced concrete retaining wall. This type of retaining wall may also be used as an option. The Engineer will reject any proposed retaining wall that is not listed on the contract drawings.

The list on the contract drawings is for all proprietary retaining walls that are appropriate for each site. This list does not warrant that the walls can be designed to meet either the dimensional, structural, or geotechnical constraints at each site.

The following is a list of the Department's current approved proprietary retaining walls, no other proprietary retaining walls will be allowed:

## NOTE: SEE THE CONTRACT DRAWINGS FOR THE SPECIFIC WALLS THAT ARE ACCEPTABLE FOR EACH SITE.

## Prefabricated Modular Walls

1. <u>Doublewal-Standard Module</u> Doublewal 173 Church Street Yalesville, CT 06492 (203) 269-3119 2. <u>T-Wall Retaining Wall System</u> The Neel Company 8328-D Traford Lane Springfield, VA 22152 (703) 913-7858

## Mechanically Stabilized Earth (MSE) Walls

1. Vist-A-Wall Systems Big R Bridge Corporate P.O. Box 1290 Greeley, CO 80632 (207) 232-3228

3. Reinforced Earth Walls
The Reinforced Earth Company
133 Park Street
North Reading, MA 01864
(978) 664-2830

Tricon Retained Soil Wall System
 TEG Engineering, LLC
 1505 44<sup>th</sup> Street
 Wyoming, MI 49509

4. <u>Retained Earth</u>
The Reinforced Earth Company
1372 Oldbridge Road, Suite 101
Woodbridge, VA 22192
(703) 499-9818

**Design:** Design computations are not required for the cast-in-place wall detailed on the contract drawings except for any temporary earth retaining systems included in the lump sum item. The Contractor shall submit working drawings and design computations for temporary earth retaining systems in accordance with Article 7.14.03.

- 1 <u>Design Computations</u>: If the Contractor chooses one of the proprietary wall options, he is fully responsible for the design, detailing and additional specifications required. The actual designer of the retaining wall shall be a qualified Professional Engineer licensed in the State of Connecticut. The designer must have designed at least three proprietary walls within the last three years.
- 2 <u>Designer's Liability Insurance:</u> The Designer of the proprietary retaining wall shall secure and maintain at no direct cost to the Department, a Professional Liability Insurance Policy for errors and omissions in the minimum amount of One Million Dollars (\$1,000,000). The Designer may, at his election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if he should obtain a policy containing such a clause, the Designer shall be liable to the extent of the deductible amount. The Designer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Designer. The Designer shall continue this liability insurance coverage for a period of three years from the date of the acceptance of the work by the agency head as evidenced by a certificate of acceptance issued to the contractor or for three years after the termination of the contract, whichever is earlier, subject to the continued commercial availability of such insurance.

The Designer shall supply the certificate of this insurance to the Engineer prior to the start of construction of the wall. The designer's insurance company shall be licensed in the State of Connecticut.

3 - <u>Preliminary Submissions for Proprietary Retaining Walls:</u> Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but not be limited to the following:

## a. Detailed Plans:

- Plan sheets shall be approximately 24" x 36".
- Stamped by a licensed Professional Engineer (Connecticut).
- Full plan view of the wall drawn to scale. The plan view must reflect the horizontal alignment and offset from the horizontal control line to the face of the wall. Beginning and ending stations, all utilities, signs, lights, etc. that affect the construction along with all property lines and easement lines adjacent to the wall shall be shown.

- Full elevation view of the wall drawn to scale. Elevation views should indicate the elevation at the top and bottom of walls, horizontal and vertical break points, and the location of finished grade.
- Typical cross sections drawn to scale including all appurtenances.
   Detailed cross section should be provided at significant reinforcement transitions such as wall ends.
- Details of all wall components and their connections such as the length, size and type of reinforcement and where any changes occur; modular component and facing details including reinforcing steel and reinforcement connections; joint material including geotextile filter location and horizontal joint compression material, etc.
- Drainage details for embankment backfill including attachment to outlets shown on contract drawings.
- Details of any roadway drainage pipe projecting through the wall, or any attachments to the wall. Details of the treatment of drainage swales or ditches shown on the contract drawings.
- Design parameters used along with AASHTO references.
- Material designations for all materials to be used.
- Detailed construction methods including a quality control plan. Construction quality control plans should include monitoring and testing frequencies (e,g, for setting batter and maintaining horizontal and vertical control). Construction restraints should also be listed in the details. Specific requirements for construction around obstructions should be included.
- Details of parapet attachments where required along with any lighting and/or signing requirements.
- Details of Architectural Treatment where required.
- Details of Temporary Earth Retaining Systems where required.
- Details of wall treatment where the wall abuts other structures.
- Treatment at underground utilities where required.

### b. Design Computations:

- Stamped by a licensed Professional Engineer (Connecticut).
- Computations shall clearly refer to the applicable AASHTO provisions as stated in the Notes on the Contract Drawings.
- Documentation of computer programs including all design parameters.
- The design shall conform to the criteria listed below.

### c. Construction Specifications:

- Construction methods specific to the proprietary retaining wall chosen.
  These specifications should include construction limitations including
  vertical clearance, right-of-way limits, etc. Submittal requirements for
  materials such as certification, quality, and acceptance/rejection
  criteria should be included. Details on connection of modular units
  and connection of reinforcements such that assurance of uniform stress
  transfer should be included
- Any requirements not stated herein.

The submissions for proprietary retaining walls shall be treated as working drawings in accordance with Section 1.05 amended as follows:

- a. 6 sets of each submission shall be supplied to the Department
- b. The Contractor shall allow 21 days for the review of each submission. If subsequent submissions are required as a result of the review process, 21 days shall be allowed for review of each submission. No extensions in contract time will be allowed for the review of these submissions

### 4 - Final Submissions for Proprietary Retaining Walls:

Once a proprietary retaining wall design has been reviewed and accepted by the Department, the Contractor shall submit the final plans. The final submission shall include one set of full size (approximately 24" x 36") mylar sheets and five sets of full size blue line copies.

The final submission shall be made within 14 days of acceptance by the Department. No work shall be performed on the retaining wall until the final submission has been received.

Acceptance of the final design shall not relieve the Contractor of his responsibility under the contract for the successful completion of the work.

The actual designer of the proprietary retaining wall is responsible for the review of any shop drawings prepared for the fabrication of the wall. One set of full size blue line copies of all approved shop drawings shall be submitted to the Department's permanent records.

## 5 – General Design Requirements

- a. All designs for proprietary walls and temporary earth retaining systems (if required) shall conform to the latest edition of the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges including the latest Interims published except as noted otherwise herein.
- b. The wall design shall follow the dimensions of the wall envelope shown in the contract drawings.

For all proprietary walls, the top of the leveling pad or reinforced concrete toe footing shall be located at or below the bottom of the footing elevation shown on the contract drawings. If no footing elevation is shown, the minimum wall embedment shall be four feet as measured to the top of the leveling pad or toe footing.

If steps at the bottom of the wall are required, they shall be kept at or below the footing elevation shown on the contract drawings. Steps in addition to those shown on the contract drawings will be permitted at no additional cost to the Department.

- c. The wall shall be designed to be within all property lines and easement lines shown on the contract drawings. If additional work areas are necessary for the construction of the proprietary retaining wall, the Contractor shall be responsible for obtaining the rights from the affected property owners. Copies of these rights shall be forwarded to the Department.
- d. The top of the wall shall be at the top of the wall elevations shown on the contract drawings. Where coping or barrier is utilized, the wall face panel shall extend up into the coping or barrier a minimum of two inches. The top of the face panels may be level or sloped to meet the top of the wall line noted.
- e. Cast-in-place concrete will not be an acceptable replacement for areas noted by the wall envelope, except for minor grouting of pipe penetrations and leveling required for coping or traffic barrier
- f. The wall shall be designed for a minimum live load surcharge equal to two feet of soil at a unit weight of 125 pounds per cubic foot. If there are specific live load surcharges acting on the wall, they shall also be accounted for. The minimum equivalent fluid pressure used to design the wall shall be 33 pounds per cubic foot per linear foot of wall.
- g. If stated on the contract drawings, the wall shall be designed for seismic forces according to the AASHTO Specifications.

h. If the wall is detailed with a concrete parapet, the top two courses of prefabricated modular walls units shall be designed to support a transverse railing load of 10 kips. The 10 kip load may be distributed over the length of the parapet section between joints, but not exceeding 20 feet. Computations that verify the stability of the top two courses of the modular units shall be submitted to the Engineer.

The detailing and reinforcement in the parapet section above the gutterline or finished grade, including any light standard attachments, shall be as shown on the contract drawings.

- i. The wall shall be designed to accommodate all roadway drainage and drainage structures as shown on the contract drawings.
- j. The maximum allowable bearing pressure of the soil shall be as shown on the contract drawings. The bearing pressure stated assumes a uniform pressure distribution. If additional soils information is required by the Contractor's designer, it must be obtained by the Contractor and will not be reimbursed by the Department.
  - k. Parapet and Moment slab Design:
  - General requirement for parapet and moment slab design:

The parapet and moment slab shall be designed in accordance the AASHTO Standard LRFD Bridge Design Specifications – 2007, including the latest interim specifications and errata, amended as follows:

The parapet shall be designed and constructed of precast or cast-in-place concrete. The moment slab shall be designed and constructed of cast-in-place reinforced concrete.

Above the finished grade, the parapet dimensions, concrete and reinforcement shall conform to the Department's retaining wall parapet details. Below the finished grade, the parapet shall be designed to resist the forces specified in Table A13.2-1 of the AASHTO LRFD Bridge Design Specifications for the parapet types indicated below:

Parapet Type	AASHTO LRFD Test Level
42" High Standard Parapet	TL-4
32" High Standard Parapet	TL-3
Sidewalk Parapet	TL-3

The moment slab and its connection to the parapet shall be designed to resist, at a minimum, a transverse load equal to 133% of  $F_t$ . The length of the structural connection between parapet and moment slab assumed to resist transverse force  $F_t$  shall be the distance between parapet joints but not greater than 30 feet in any case. The length of the moment slab assumed to resist sliding and overturning may exceed

parapet joint spacing but shall be no greater than 30 feet in any case. The moments shall be summed about the front face of the wall facing. All resistance factors shall be taken as 1.0. The internal angle of friction for the soil shall be assumed to be 34 degrees unless otherwise shown on the contract plans.

Minimum concrete cover for reinforcing steel shall be 2 inches for top bars and 3 inches for bottom bars

# Precast Concrete Parapet Alternative:

Precast parapet sections shall be no less than 8 feet in length.

Parapets shall include details for shear transfer between adjacent units by either concrete shear keys or steel dowels as follows:

- o Shear keys when used shall be monolithically cast in each parapet section or joint location. Shear keys shall be located vertically within the top 32 inches of the parapet and shall be a minimum of 24 inches in length with a tapered width between 3 and 4 inches, and a minimum interlock depth of 2 inches.
- O Steel dowels when used shall be a minimum of 3 in number, smooth, 14 inches long minimum, and 1 inch diameter at each parapet interface. Steel dowels shall be located in each parapet joint and spaced approximately 1 foot apart vertically. Steel dowels shall be positioned to project equally into each adjoining parapet sections and shall be detailed to avoid impeding shrinkage and thermal movements. Bond breakers may be used with steel dowels for that purpose. Alternatively, pockets may be cast to receive steel dowels in adjacent parapet units. Pocket widths shall not exceed steel dowel diameters by more than ½ inch.

Moment slabs for precast concrete parapets shall be structurally continuous throughout the overall wall length. Construction joints are permitted in moment slabs.

### • Cast-in-Place Parapet Alternative:

The minimum distance between parapet joints shall be 20 feet. Expansion and contraction joints shall be placed in accordance with Section 11.6 of the AASHTO LRFD Bridge Design specifications. Expansion and contraction joints shall be located a minimum of 10 feet from the nearest edge of a catch basin. Expansion and contraction joints shall be located a minimum of 6 feet from the centerline of light standard anchorages and junction boxes.

Preformed expansion joint filler, ½ inch thick, shall be installed at the expansion joints in the parapet.

Parapets shall include details for shear transfer between sections by way of concrete shear keys or steel dowels as follows:

- O Shear keys when used shall be monolithically cast in each parapet section or joint location. Shear keys shall be located vertically within the top 32 inches of the parapet and shall be a minimum of 24 inches in length with a tapered width between 3 and 4 inches, and a minimum interlock depth of 2 inches.
- Steel dowels when used shall be a minimum of 3 in number, smooth, 14 inches long minimum, and 1 inch diameter at each parapet interface. Steel dowels shall be located in each parapet joint and spaced approximately 1 foot apart vertically. Steel dowels shall be positioned to project equally into each adjoining parapet sections and shall be detailed to avoid impeding shrinkage and thermal movements. A bond breaker shall be used with steel dowels for that purpose.

Moment slabs for cast-in-place parapets shall extend to the outside face of the retaining wall as shown on the plans. Moment slabs for cast-in-place parapets shall be structurally continuous throughout the overall wall length except at parapet contraction and expansion joint locations where longitudinal reinforcing within 2 feet of the wall face shall be discontinuous for the purpose of crack control. All remaining longitudinal reinforcing in moment slabs at parapet expansion and contraction joint locations shall be continuous. A vertical 1" deep chamfer on the exposed face of the moment should be provided in locations directly under parapet expansion and contraction joints. Construction joints are permitted in moment slabs for cast-in-place concrete.

- 6 <u>Design Requirements for Mechanically Stabilized Earth Walls:</u> The design shall consider the internal stability of the wall mass as outlined below. The global stability of the structure, including slope stability, bearing capacity safety, and total and differential settlement is the responsibility of the Department.
- a. <u>Hydrostatic Forces:</u> Unless specified otherwise, when a design high water surface is shown on the contract drawings at the face of the wall, the design stresses calculated from that elevation to the bottom of wall must include a three foot minimum differential head of saturated backfill. In addition, the buoyant weight of saturated soil shall be used in the calculation of pullout resistance.

- b. <u>Backfill:</u> The friction angle of the pervious structure backfill used in the reinforced fill zone for the internal stability design of the wall shall be assumed to be 34 degrees unless shown otherwise on the contract drawings. The friction angle of the in-situ soils shall be assumed to be a maximum of 30 degrees unless otherwise shown on the Contract drawings.
- c. <u>Soil Reinforcement</u>: The soil reinforcement shall be the same length from the bottom to the top of each wall section. The reinforcement length defining the width of the entire reinforced soil mass may vary with wall height along the length of wall. The minimum length of the soil reinforcement shall be seventy percent of the wall height, H, or eight feet, whichever is greater.

The soil reinforcement length shall be sufficient to satisfy the sliding, overturning and pullout factors of safety designated in AASHTO Specifications and the minimum lengths required for external stability as recommended by the Department. Calculation of stresses and pullout factors of safety shall be in accordance with the AASHTO Specifications for Highway Bridges.

Calculations for stresses and factors of safety shall be based on assumed conditions at the end of the design life. The design life shall be 75 years unless otherwise indicated on the contract drawings. The design of soil reinforcements shall account for section loss as outlined in the AASHTO Specifications. All soil reinforcement shall be hot dipped galvanized.

- 7 <u>Design Requirements for Prefabricated Modular Walls:</u> The general design of the wall shall be according to the AASHTO Specifications. The design shall consider the stability at each level of modules. The global stability of the structure, including slope stability, bearing capacity safety, and total and differential settlement is the responsibility of the Department.
- a. <u>Hydrostatic Forces:</u> Unless specified otherwise, when a design high water surface is shown on the contract drawings at the face of the wall, the design stresses calculated from that elevation to the bottom of wall must include a three foot minimum differential head of saturated backfill. In addition, the buoyant weight of saturated soil shall be used in the calculation of pullout resistance.
- b. <u>Backfill:</u> The friction angle of the pervious structure backfill shall be assumed to be 34 degrees if sufficient amounts of pervious backfill are used. The friction angle of the in-situ soils shall be assumed to be a maximum of 30 degrees unless otherwise shown on the Contract drawings.
- c. <u>Infill:</u> The maximum assumed unit weight of infill material used for determining the factor of safety for overturning shall be 100 pounds per cubic foot. If Doublewal modules are to be filled with crushed stone, the maximum assumed unit weight of the infill shall be 80 pounds per cubic foot.
- d. <u>Safety Factors:</u> The minimum factors of safety shall be as specified in the AASHTO Specifications amended as follows. The factor of safety for T-Wall shall be 1.5 for

pullout of the concrete stem. Shear keys are not to be included in these computations. Only resisting forces developed beyond the theoretical failure plane may be used in these computations.

### **Materials:**

- 1 <u>Cast-in Place Concrete Walls:</u> The materials furnished and used in the work shall be those prescribed within the <u>Standard Specifications for Roads</u>, <u>Bridges and Incidental Construction</u>, including supplemental specifications and applicable special provisions.
- 2 <u>Prefabricated Modular and Mechanically Stabilized Earth Walls:</u> Materials shall conform to the following requirements and those not listed below shall be as prescribed within the <u>Standard Specifications for Roads</u>, <u>Bridges and Incidental Construction</u>, including supplemental specifications and applicable special provisions.
- a. <u>Concrete</u>: The concrete shall conform to the requirements of Section M.03 and as follows:

Concrete for all precast components shall be air-entrained composed of portland cement, fine and coarse aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either air-entraining portland cement or an approved air-entraining admixture. The entrained-air content shall be not less than four percent or more than seven percent. The concrete utilized shall be a mix which will attain a minimum 28-day strength (f 'c) of 4,500 pounds per square inch. The mix design shall be furnished to the Engineer.

Concrete for footings or unreinforced leveling pads shall be conform to the requirements of Class "A" Concrete. Class "F" Concrete shall be used for cast-in-place concrete copings.

<u>Concrete Finish:</u> Unless otherwise indicated on the contract drawings or elsewhere in the specifications, the concrete surface for the exposed face shall have an ordinary steel form finish. All non-exposed surfaces shall have a unformed finish which shall be free of open pockets of aggregate and surface distortions in excess of 1/4 inch.

Acceptance Criteria for Precast Components: Precast components shall be accepted for use in wall construction provided the concrete strength meets or exceeds the minimum compressive strength requirement, the soil reinforcement connection devices and the panel or module dimensions are within the manufacture's allowable tolerances and any chipping, cracks, honeycomb or other defects are within acceptable standards for precast concrete or repaired as determined by the Engineer.

It is recognized that certain cracks and surface defects are not detrimental to the structural integrity of the precast components if properly repaired. The Engineer shall determine the need for and proper method of such repair. All repairs shall be approved by the Engineer prior to acceptance of the precast component for use in wall construction.

<u>Marking:</u> The date of manufacture, the production lot number, and the piece-mark shall be clearly marked on the side of each panel or module.

- b. <u>Reinforcing Steel</u>: Reinforcing steel shall conform to the requirements of ASTM A615, Grade 60.
- c. <u>Attachment Devices for Prefabricated Modular Walls:</u> All structural connectors shall be hot dipped galvanized according to the requirements of ASTM A123 (AASHTO M-111). The minimum thickness of the galvanizing shall be based on the service life requirements in the AASHTO Specifications.
  - d. Soil Reinforcing and Attachment Devices for MSE Walls:

<u>Soil Reinforcement:</u> All soil reinforcement and structural connectors shall be hot dipped galvanized according to the requirements of ASTM A123 (AASHTO M-111). The minimum thickness of the galvanizing shall be based on the service life requirements as previously stated.

Steel strip reinforcement shall be hot rolled to the required shape and dimensions. The steel shall conform to AASHTO M223 (ASTM A572) Grade 65 unless otherwise specified.

Welded wire fabric reinforcement shall be shop fabricated from cold-drawn wire of the sizes and spacings shown on the plans. The wire shall conform to the requirements of ASTM A82, fabricated fabric shall conform to the requirements of ASTM A185.

<u>Connection Hardware:</u> Connection hardware shall conform to the details on the plans and the requirements in the special provisions or the plans. All fasteners shall be galvanized according to the requirements of ASTM A-153 (AASHTO M-232). The minimum thickness of the galvanizing shall be based on the service life requirements as previously stated.

- e. <u>Joint Materials</u>: All horizontal and vertical joints between panels shall be covered by a geotextile (separation-high survivability) conforming to the requirements of Article M.08.02-26. The minimum width and lap shall be twelve inches. Details of installation including connection of the geotextile to coping shall be provided.
- f. <u>Backfill</u>: Backfill shall be pervious structure backfill conforming to the requirements of Articles M.02.05 and M.02.06.

In addition, the backfill for Mechanically Stabilized Earth Walls shall conform to all of the following requirements:

<u>Electrochemical Requirements</u>: The backfill material shall conform to the following electrochemical requirements:

PROPERTY		REQUIRE	REMENT		TEST METHODS		
Resistivity	at	100%	Minimum	3000	ohm-cm	ASTM G-57-78	

saturation		AASHTO T-288-91I
pН	Acceptable Range 5-10	ASTM G-51-77
		AASHTO T-289-91I
Chlorides	Maximum 100 ppm	ASTM D-512-88
		AASHTO T-291-91I
Sulfates	Maximum 200 ppm	ASTM D-516-88
		AASHTO T-290-91I

g. <u>Smooth Steel dowels</u>: Steel dowels used in parapets joints shall conform to the requirements of ASTM A36 and shall be galvanized in conformance with the requirements of ASTM A153.

### **Construction Methods:**

- 1 <u>Cast-in-Place Concrete Walls:</u> All construction methods for cast-in-place retaining walls shall be in accordance with the detailed requirements prescribed for the construction the appropriate items as specified in the <u>Standard Specifications for Roads</u>, <u>Bridges</u>, <u>and Incidental Construction</u>.
- 2 <u>Prefabricated Modular Walls:</u> All construction methods for items not listed below shall be in accordance with the detailed requirements prescribed for the construction of the appropriate items as specified in the <u>Standard Specifications for Roads</u>, <u>Bridges</u>, and <u>Incidental Construction</u>.
- a. <u>Special Surface Treatment</u>: If a special surface finish is proposed for the wall, before proceeding with production, a model modular unit shall be provided by the fabricator for the Engineer's approval to establish a guide and standard for the type of finish to be furnished on the exposed face. This model shall be kept at the fabricator's plant to be used for comparison purposes during production. Formed surfaces other than the exposed face shall not require a special finish.
- b. <u>Inspection and Rejection:</u> The quality of materials, the process of manufacture, and the finished units shall be subject to inspection by the Engineer prior to shipment.

Modular units which have imperfect molding, honeycomb, open texture concrete, or broken corners shall be repaired to the satisfaction of the Engineer or shall be rejected. Insufficient compressive strength shall also be cause for rejection.

Modular units with special surface treatments shall be rejected if there are variations in the exposed face that deviate from the approved model as to color or texture in accordance with precast concrete industry standards.

- c. <u>Marking:</u> The date of manufacture shall be clearly scribed on an inside surface of each modular unit.
- d. On Site Representative: A qualified and experienced representative from the wall supplier shall be at the site at the initiation of the wall construction to assist the Contractor and the Engineer. If there is no more than one wall on a project then this criteria will apply to construction of the initial wall only. The representative shall also be available on as needed basis, as requested by the Engineer.
- e. <u>Installation:</u> The modular units shall be installed in accordance with manufacturer's recommendations. Special care shall be taken in setting the bottom course of units to true line and grade.

The vertical joint opening on the front face of the wall shall not exceed 3/4 inch. Vertical tolerances and horizontal alignment tolerances measured from the face line shown on the

contract drawings shall not exceed 3/4 inch when measured along an eight straightedge. The overall tolerance of the wall from top to bottom shall not exceed 1/2 inch per eight feet of wall height or one inch total, whichever is the lesser, measured from the face line shown on the contract drawings. A strip of geotextile shall be installed at all vertical joints.

Assembly of the various components shall be performed in such a manner that no undue strain or stress is placed on any of the members that constitute the completed structure.

# f. Backfilling:

### Doublewal:

Infill for modular units shall be placed, one course at a time, in lifts not exceeding two feet in thickness. The dry density of each lift of pervious structure backfill placed inside the modular units, after compaction, shall not be less than 90 percent of the dry density for that material when tested in accordance with AASHTO T-180, Method D. Each lift shall be thoroughly compacted with a vibratory tamping device.

Placement of the pervious structure backfill behind the wall shall closely follow erection of successive courses of modular units. At no time shall the difference in backfill elevation between the interior and exterior of the wall exceed six feet.

The units may be backfilled with crushed stone, provided that the design of the wall was based on a density of 80 pounds per cubic foot.

All pervious structure backfill placed outside of the modular units shall be placed in accordance with the requirements of Article 2.16.03.

### T-Wall:

Backfill placement shall closely follow erection of each course of modules. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials or misalignment of the modules. Any wall materials which become damaged or disturbed during backfill placement shall be either removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. Any backfill material placed within the wall envelope which does not meet the requirements of this specification shall be corrected or removed and replaced at the Contractor's expense.

Backfill shall be compacted to 95 percent of the maximum density as determined by AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the

moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

If 30 percent or more of the backfill material is greater than 3/4 inch in size, AASHTO T-99 is not applicable. For such a material, the acceptance criterion for control of compaction shall be either a minimum of 70 percent of the relative density of the material as determined by a method specification provided by the wall supplier, based on a test compaction section, which defines the type of equipment, lift thickness, number of passes of the specified equipment, and placement moisture content.

The maximum lift thickness after compaction shall not exceed ten inches. The Contractor shall decrease this lift thickness, if necessary, to obtain the specified density.

Compaction within three feet of the face of the modules shall be achieved by at least three passes of a lightweight mechanical tamper, roller or vibratory system. The specified lift thickness shall be adjusted as warranted by the type of compaction equipment actually used. Care shall be exercised in the compaction process to avoid misalignment or damage to the module Heavy compaction equipment shall not be used to compact backfill within three feet of the wall face.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to direct runoff of rainwater away from the wall face. The Contractor shall control and divert runoff at the ends of the wall such that erosion or washout of the wall section does not occur. In addition, the Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site

- 3 <u>Mechanically Stabilized Earth Walls:</u> All construction methods for items not listed below shall be in accordance with the detailed requirements prescribed for the construction of the appropriate items as specified in the <u>Standard Specifications for Roads, Bridges, and Incidental Construction.</u>
- a. <u>Special Surface Treatment:</u> If a special surface finish is proposed for the wall, before proceeding with production, a model face panel shall be provided by the fabricator for the Engineer's approval to establish a guide and standard for the type of finish to be furnished on the exposed face. This model shall be kept at the fabricator's plant to be used for comparison purposes during production. Formed surfaces other than the exposed face shall not require a special finish.
- b. <u>Foundation Preparation:</u> The foundation for the structure shall be graded level for a width equal to or exceeding the length of the soil reinforcements, or as shown on the plans. Prior to wall construction, the foundation, if not in rock, shall be compacted. Any foundation soils found to be unsuitable shall be removed and replaced with granular fill.

At each panel foundation level, an un-reinforced concrete leveling pad shall be provided as shown on the plans. The leveling pad shall be cast to the design elevations as shown on the plans.

- c. On Site Representative: A qualified and experienced representative from the wall supplier shall be at the site at the initiation of the wall construction to assist the Contractor and the Engineer. If there is no more than one wall on a project then this criteria will apply to construction of the initial wall only. The representative shall also be available on as needed basis, as requested by the Engineer.
- d. <u>Wall Erection:</u> Panels shall be placed in successive horizontal lifts in the sequence shown on the plans as backfill placement proceeds. As backfill material is placed behind the panels, the panels shall be maintained in a vertical position. Vertical tolerances (plumbness) and horizontal alignment tolerances shall not exceed 3/4 inch in eight feet. The allowable offset in any panel joint shall be 3/4 inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed 1/2 inch per eight feet, or one inch total, which ever is the lesser, measured from the face line shown on the plans.
- e. <u>Placement of Reinforcements:</u> Bending of reinforcements in the horizontal plane that results in a permanent deformation in their alignment shall not be allowed. Gradual bending in the vertical direction that does not result in permanent deformations is allowable.

Connection of reinforcements to piles or bending of reinforcements around piles shall not be allowed. A structural connection (yoke) from the wall panel to the reinforcement shall be used whenever it is necessary to avoid cutting or excessive skewing of reinforcements due to pile or utility conflicts.

Soil reinforcements shall be placed normal to the face of the wall, unless otherwise shown on the plans.

f. <u>Backfill Placement:</u> Backfill placement shall closely follow erection of each course of panels. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials or misalignment of the facing panels. Any wall materials which become damaged or disturbed during backfill placement shall be either removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. Any backfill material placed within the reinforced soil mass which does not meet the requirements of this specification shall be corrected or removed and replaced at the Contractor's expense.

Backfill shall be compacted to 95 percent of the maximum density as determined by AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the

moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

If 30 percent or more of the backfill material is greater than 3/4 inch in size, AASHTO T-99 is not applicable. For such a material, the acceptance criterion for control of compaction shall be either a minimum of 70 percent of the relative density of the material as determined by a method specification provided by the wall supplier, based on a test compaction section, which defines the type of equipment, lift thickness, number of passes of the specified equipment, and placement moisture content.

The maximum lift thickness after compaction shall not exceed ten inches, regardless of the vertical spacing between layers of soil reinforcements. The Contractor shall decrease this lift thickness, if necessary, to obtain the specified density. Prior to placement of the soil reinforcements, the backfill elevation at the face shall be level with the connection after compaction. From a point approximately three feet behind the back face of the panels to the free end of the soil reinforcements the backfill shall be two inches above the attachment device elevation unless otherwise shown on the plans.

Compaction within three feet of the back face of the panels shall be achieved by at least three passes of a lightweight mechanical tamper, roller or vibratory system. The specified lift thickness shall be adjusted as warranted by the type of compaction equipment actually used. Care shall be exercised in the compaction process to avoid misalignment of the panels or damage to the attachment devices. Heavy compaction equipment shall not be used to compact backfill within three feet of the wall face.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to direct runoff of rainwater away from the wall face. The Contractor shall control and divert runoff at the ends of the wall such that erosion or washout of the wall section does not occur. In addition, the Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

**Method of Measurement:** This work will be paid for on a lump sum basis and will not be measured for payment.

**Basis of Payment:** This work will be paid for at the contract lump sum for "RETAINING WALL (SITE NO. X)", complete in place, which price shall include all work shown within the pay limits shown on the contract drawings for the retaining wall including but not limited to the following:

- 1. Design and construction of the proprietary retaining wall.
- 2. Excavation required for the construction of the retaining wall.

- 3. Design and construction of temporary earth retaining systems to retain the existing facilities during construction.
- 4. The furnishing, placing and compacting of pervious structure backfill within the payment lines.
- 5. The furnishing and placing of backfill drainage systems for the wall
- 6. The furnishing and placing of rigid metal conduit, junction boxes, light standard anchorages, and other electrical appurtenances located within the wall proper.
- 7. Services of the On-Site Representative.
- 8. Any other work and materials shown on the plans for the retaining wall.

The price shall also include all materials, equipment, tools and labor incidental thereto.

If bedrock or boulders in excess of one cubic yard are encountered in the excavation, it shall be paid for under the item "Structure Excavation - Rock".

# ITEM #0816001A – GRANITE SLOPE CURBING

# ITEM #0816002A - CURVED GRANITE SLOPE CURBING

**Description:** Granite slope curbing shall consist of approved granite furnished in accordance with the dimensions and details of the plans, or as ordered, and installed on the prepared base to the lines and grades given and in conformity with these specifications.

**Materials:** The materials for this work shall conform to the requirements of Article M.12.07 and Article M.03.08 for joint seal.

Construction Methods: Construction methods for granite slope curbing shall conform to the following requirements:

- 1. Excavation: Excavation shall be made of sufficient depth and width to accommodate the granular base as shown on the plans. The granular base shall be compacted to a firm, even surface and shall be approved by the Engineer.
- 2. Granular Base: The granular base for the granite slope curbing shall be placed in layers not to exceed 6 inches (150 mm) in depth, loose measurement, and thoroughly rammed.
- 3. Installing Granite Slope Curbing: The curbing shall be set as shown on the typical section and settled into place with a heavy wooden hand rammer to the line and grade required, straight and true for the full depth. The top line of the curbing shall be set straight and true, allowing natural variations in depth of curbing to occur at the bottom of the face. The joints of the stone curbing shall be pointed with mortar for the full depth of the curbing. At approximately 50-linear-foot (15-meter) intervals, a 1/2-inch (12-millimeter) joint shall not be filled with mortar but left free for expansion. When the slope curbing is set adjacent to concrete surfaces, it shall be set as shown on the plans. The joint between the concrete surface and the slope curbing shall then be sealed flush with the surface of the concrete. At the time of sealing the joint, the concrete, the stone curbing and the joint area shall be clean and dry to the depth specified for placement of the seal material. When the slope curbing is to be placed adjacent to surfaces other than concrete, the curbing shall be set before the final surfacing is placed.
- 4. Openings: Where indicated on the plans, or directed by the Engineer, details of curbing shall be adjusted as ordered to provide for drainage openings.

**Method of Measurement:** This work will be measured for payment by the number of linear feet (meters) of granite slope curbing or curved granite slope curbing actually installed and accepted, measured along the top arris line of face of curb. Only curbing placed on a radius of less than 100 feet (30 meters) will be measured for payment as curved granite slope curbing.

36-195 160 ITEM #0816001A ITEM #0816002A **Basis of Payment:** Payment for this work will be made at the contract unit price per linear foot (meter) for "Granite Slope Curbing" or "Curved Granite Slope Curbing," as the case may be, complete in place, which price shall include all materials including anchor bars, equipment, tools and labor incidental thereto, and all excavation, backfilling and disposal of surplus material. There will be no direct payment for #5 bars anchored into granite curbing, furnishing, placing and compacting granular base, chamfers, pointing the joints with mortar and sealing the longitudinal joint, but the cost of this work shall be considered as included in the cost of the work per linear foot.

Pay Item	Pay Unit
Granite Slope Curbing	1.f.
Curved Granite Slope Curbing	l.f.

# <u>ITEM #0913068A – TEMPORARY 6' CHAIN LINK FENCE</u>

Add the following to each section:

### **Description:**

This work shall consist of furnishing, installing, maintaining, and removing a 6' Temporary Chain Link Fence at the locations shown on the plans or as directed by the Engineer. The temporary fence shall be installed for the protection of the property owner, his pet and the Contractor. The temporary fence shall be installed prior to removing the existing fence and shall be removed after construction is complete and permanent fencing is installed.

### **Materials:**

Materials used for the temporary fence shall conform to the requirements of Article M.10.05.

Construction Methods: Install temporary chain link fence in accordance with Section 9.13 – Chain Link Fence. Temporary fence posts shall be driven in the ground and embedded 4 feet below ground surface for stability. The final height of temporary chain link fence shall be 6 feet above ground. After removal of the temporary chain link fence, backfill holes and restore the surface to match pre-construction conditions.

**Method of Measurement:** This work shall be measured for payment by the actual number of linear feet of "Temporary 6' Chain Link Fence" installed and accepted. The fence shall be measured once, throughout the duration of the project at the time of installation. No additional payment will be made for the reinstallation, repair or replacement, and removal of the fence. Measurement shall be made along the centerline of the fence.

**Basis of Payment:** This item will be paid for at the contract unit price per foot for "Temporary 6' Chain Link Fence", complete in place, which price shall include posts, hardware, chain link fabric, and all material, equipment, tools, excavation, backfill, disposal of surplus material, and labor necessary to erect, maintain and remove the temporary fence.

Pay Item
Temporary 6' Chain Link Fence
L.F.

# ITEM #0913953A - PROTECTIVE FENCE (4' HIGH)

**Description**: Work under this item consists of furnishing and installing chain link fencing in accordance with the details shown on the plans and with these specifications.

Materials: Materials for this work shall be as follows:

- 1. **Chain Link Fabric:** The fabric shall be a black Poly (Vinyl Chloride) (PVC) coated steel chain link type, conforming to the specifications of ASTM F668, Class 2b, thermally fused and bonded. The #9 gage core wire shall be galvanized, PVC-coated, then woven to create a continuous fabric having a two inch mesh, knuckled at both top and bottom. The PVC coating shall be the color black as described in ASTM F934.
- 2. **Base plates, Posts and Rails:** The material used to manufacture framework for color chain link fencing systems shall be galvanized sheet steel, in coils, meeting the general requirements of ASTM A924 and the specific product requirements of ASTM A653, quality level HSLA (high strength, low alloy), Type I, Grade 50 (50,000 psi minimum yield strength), coating designation Z600 (2.0 oz./ ft²) applied by the hot-dip process. The framework shall be manufactured in accordance with commercial standards to meet the requirements of ASTM F1043, Group IC, electrical resistance welded round steel pipe. Base plates shall conform to ASTM A709, Grade 36 and shall be shop welded to the fence posts. All burrs and sharp edges shall be removed and smoothed before galvanizing. Posts, with bottoms to be angle cut as required for grade, shall be welded to the base plates before coating. All welding shall conform to the requirements of Subarticle 6.03.03-6. The base plate/post assembly shall be coated after fabrication.
- 3. The manufactured framework shall be subjected to a complete thermal stratification coating process (multi-stage, high temperature, multi-layer) including a pretreatment wash with zinc phosphate, an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The color of the finish coat shall be black.
- 4. The material used for the base coat shall be a zinc-rich thermosetting epoxy. The minimum thickness of the base coat shall be 2 mils. The material used for the finish coat shall be a thermosetting "no mar" TriGlycidyl IsoCyanurate (TGIC) polyester powder. The minimum thickness of the finish coat shall be 2-3 mils.
- 5. The coated framework shall demonstrate the ability to endure a salt spray resistance test conducted in accordance with ASTM B117 without loss of adhesion for a minimum exposure time of 3,500 hours. Additionally, the coated framework shall demonstrate the ability to withstand exposure in a weatherometer apparatus for 1,000 hours without failure in accordance with Practice D1499 and to show satisfactory adhesion when subjected to the cross-hatch test in accordance with ASTM D3359. The polyester finish coat shall not fade, crack, blister or split under normal use.

- 6. **Fence Fittings:** All materials and coating requirements shall conform to the specifications of ASTM F626. All fittings shall receive the same coating system as the posts and rails. The ties used to fasten the fabric to the post and rails shall not be less than #6 and #9 gage respectively.
- 7. **Galvanizing Compound:** Galvanizing compound shall conform to the requirements of Federal Specification TT-P-641b or Military Specification MIL-P-21035.
- 8. **Non-shrink Grout**: Grout used to anchor fence posts in preformed holes shall be non-shrink and non-staining and shall conform to the requirements of Subarticle M.03.01-12.
- 9. **Silicone Joint Seal:** Joint seal placed around the base of the posts to seal the interface between the post and the non-shrink grout shall conform to the requirements of the special provision "Section 6.01 Concrete for Structures."

All components of the chain link fence shall be the color black as described in ASTM F934. Coating which exhibits peeling or chipping will be cause for rejection of the shipment.

*Materials Certification and Testing:* The Contractor shall furnish a Materials Certificate in accordance with Article 1.06.07 for the fabric, posts, rails, all fittings and for the chemical anchoring material. A sample of PVC-coated fabric shall be submitted to the Department for testing the bond of the coating in accordance with the requirements of ASTM F668, Class 2b.

**Shop Drawings:** Before fabricating any materials, the Contractor shall submit shop drawings to the Engineer for approval in accordance with Article 1.05.02. These drawings shall include but not be limited to the following information: a layout plan showing all post and rail spacing, all fence and anchorage details, material lists and material designations and the name and telephone number of a person to contact who can answer questions about the shop drawings.

**Construction Methods:** The protective fence shall be accurately fabricated and installed in accordance with the plans and as directed by the Engineer.

Posts shall be centered in the preformed holes in the concrete and held plumb. Non-shrink grout shall then be placed in the annular space around the post, overfilling the hole to build the grout up above the surrounding concrete so water drains away from the post.

After the grout has completely set, place silicone joint sealant around the base of the post against the non-shrink grout to seal against moisture intrusion around the post.

All rails shall be erected to produce a smooth, continuous appearance with posts placed vertically and with all rails parallel to the grade of the parapets. The fabric shall be stretched tightly between end posts and securely fastened with stretcher bar bands. The fabric shall be attached to the rails and line posts as shown on the plans. Dome caps shall be installed on top of all posts.

Coated fabric, fence posts, rails and fittings shall be handled with care so the coating is not damaged. Damage to the galvanized coating below the finish coating shall be repaired in accordance with ASTM A780 with two coats of galvanizing compound before repairing the finish coat. The final dry film thickness of the galvanizing compound shall be a minimum of 2 to 3 mils. Damage to coating shall be repaired as directed by the manufacturer.

**Method of Measurement:** This work will be measured for payment by the number of linear feet of completed and accepted fence, measured horizontally from centerline to centerline of posts.

**Basis of Payment:** This work will be paid for at the contract unit price per linear foot for "Protective Fence (4' High)", complete and accepted in place, which price includes all materials, equipment, tools and work incidental thereto.

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# ITEM #0950013A – EROSION CONTROL MATTING

**Description:** This item shall consist of furnishing and placing a rolled erosion control product at the edges of the temporary work zone. Erosion Control Matting shall be used in conjunction with fibrously rooted plant species and seeding to assist in the stabilization of existing soil and vegetation. The final configuration of Erosion Control Matting shall be determined in the field after clearing and grubbing operations are completed.

### **Materials:**

**Matting or blanket** shall be a 100% bio-degradable natural fiber, woven from machine-spun bristle coir twines, and meet the following minimum specifications:

Weight:	13 oz/ S.Y.
Dry tensile strength	
Machine direction	780 lbs/ft
Cross direction	744 lbs/ft
Wet tensile strength	
Machine direction	672 lbs/ft
Cross direction	648 lbs/ft
Elongation at failure Wet	
Machine direction	30%
Cross Direction	28%
Open area	65% min.
Thickness	.35 in
Minimum twine count (per fi	t) 15 x 14
Recommended slope	2:1
Recommended flow	8 fps
Recommended shear strength	n 3 lbs/s.f.

**Stakes** shall be a minimum of 6" in length, and 100 % bio-degradable.

### **Construction Methods:**

The Contractor is responsible for the coordination of Erosion Control Matting with temporary and permanent seeding, soil preparation and the installation of landscaping. The proposed 'Landscape Treatments' for areas along the limit of disturbance include both large and small nursery stock to respond to the final limits and configuration of Erosion Control Matting.

Immediately after clearing & grubbing, the Contractor shall conduct a field inventory of existing root systems, easily eroded soils, rock outcrops and pockets of soil along the entire limit of disturbance. That information shall be provided to the Engineer so that the final limits and

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configuration of Erosion Control Matting, Root Pruning, soil amendments, planting and seeding can be determined.

The installation of Erosion Control Matting shall begin from the top of the slope by anchoring the blanket sections in a 6" deep x 6" wide anchor trench, or as per the manufacturers recommendations. Roll the blankets down the slope and place anchors at the end of each section, or as directed by the engineer.

Erosion control matting used to construct 'Planting Berms' may be installed horizontally to accommodate plantings or secure areas of erosion.

**Method of Measurement:** Erosion Control Matting will be measured for payment by the number of square yard of surface area which have been covered with the blanket, and fully secured with staples.

**Basis of Payment:** Erosion Control matting will be paid for at the contract unit price per square yard for 'Erosion Control Matting' which price shall include all materials, equipment, tools, labor and work incidental thereto.

<u>Pay Item</u> Erosion Control Matting Pay Unit Square Yard (Square Meter)

# <u>ITEM #0950019A – TURF ESTABLISHMENT - LAWN</u>

**Description:** The work included in this item shall consist of providing an accepted stand of grass by furnishing and placing seed as shown on the plans or as directed by the Engineer.

**Materials:** The materials for this work shall conform to the requirements of Section 9.50 of Standard Specification Form 817. The following mix shall be used for this item:

### **Turf Seed Mix**:

In order to preserve and enhance the diversity, the source for seed mixtures shall be locally obtained within the Northeast USA including New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland. One approved seed mixture is detailed below. Other proposed mixtures must be approved by the ConnDOT Landscape Design office.

Proportion (Percent)	Species <u>Common name</u>	Scientific name
20	Kentucky Bluegrass Improved varieties	Poa pratensis
45	Red Fescue Improved varieties	Festuca rubra
35	Perennial Ryegrass Improved varieties	Lolium perenne

<u>Construction Methods</u>: Construction Methods shall be those established as agronomically acceptable and feasible and that are approved by the Engineer. Rate of application shall be field determined in Pure Live Seed (PLS) based on the minimum purity and minimum germination of the seed obtained. Calculate the PLS for each seed species in the mix. Adjust the seeding rate for the above composite mix, based on 250 lbs. per acre. The seed shall be mulched in accordance with Article 9.50.03.

<u>Method of Measurement</u>: This work will be measured for payment by the number of square yards of surface area of accepted established grasses as specified or by the number of square yards of surface area of seeding actually covered and as specified.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for "Turf Establishment - Lawn" which price shall include all materials maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

Pay Item	Pay Unit
Turf Establishment - Lawn	S.Y.

Rev: 8/10/16

# ITEM #0950040A – CONSERVATION SEEDING FOR SLOPES

**Description:** The work included in this item shall consist of providing an accepted stand of established meadow grasses by furnishing and placing seed as shown on the plans or as directed by the Engineer.

**Materials:** The materials for this work shall conform to the requirements of Section 9.50 of Standard Specification Form 817. The following mix shall be used for this item:

#### **Conservation Seed Mix:**

In order to preserve and enhance the diversity, the source for seed mixtures shall be locally obtained within the Northeast USA including New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland. One approved seed mixture is detailed. Other proposed mixtures must be approved by the ConnDOT Landscape Design Unit.

Percentage	Common Name	Scientific Name
20	Creeping Red Fescue	Festuca rubra
10	Little Bluestem	Schizachyrium scoparium
15	Black Eyed Susan	Rudbeckia hirta
10	Kentucky Blue Grass	Poa pratensis
5	Flowering Dogwood	Cornus florida
5	Gray Dogwood	Cornus racemosa
5	Meadow Goldenrod	Solidago canadensis
5	Indian Grass	Sorghastrum nutans
10	Purple Coneflower	Echinacea purpurea
5	Butterfly Weed	Asclepias tuberosa
5	New England Aster	Aster novae-angliae
5	Common Milkweed	Asclepias syriaca

Construction Methods: Construction Methods shall be those established as agronomically acceptable and feasible and that are approved by the Engineer. Preparation of a clean weed free seed bed shall be provided. Rate of application shall be field determined in Pure Live Seed (PLS) based on the minimum purity and minimum germination of the seed obtained. Calculate the PLS for each seed species in the mix. Adjust the seeding rate for the above composite mix, based on 35 lbs. per acre (hectare). The mix may be applied by hydroseeding, by mechanical spreader, or on small sites by hand. Lightly rake, or roll to ensure proper seed to soil contact. Seeding dates are from March 15<sup>th</sup> – June 1<sup>st</sup>. The contractor may be directed by the Engineer to soak, scarify or perform other seed germination enhancement treatments. Fertilization is not recommended, unless topsoil testing indicates. An application of Plateau (imazapic) at a rate of .1 lb. per acre may be required right after seeding, or as directed by the Engineer. The seed shall be mulched in accordance with Article 9.50.03.

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<u>Method of Measurement</u>: This work will be measured for payment by the number of Square Yards of surface area of accepted established grasses as specified or by the number of Square Yards of surface area of seeding actually covered and as specified.

**Basis of Payment:** This work will be paid for at the contract unit price per Square Yard for "Conservation Seeding for Slopes," which price shall include all materials maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

<u>Pay Item</u> Conservation Seeding for Slopes Pay Unit Square Yard

# ITEM #0969062A - CONSTRUCTION FIELD OFFICE, MEDIUM

**Description:** Under the item included in the bid document, adequate weatherproof office quarters with related furnishings, materials, equipment and other services, shall be provided by the Contractor for the duration of the work, and if necessary, for a close-out period determined by the Engineer. The office, furnishings, materials, equipment, and services are for the exclusive use of CTDOT forces and others who may be engaged to augment CTDOT forces with relation to the Contract. The office quarters shall be located convenient to the work site and installed in accordance with Article 1.08.02. This office shall be separated from any office occupied by the Contractor. Ownership and liability of the office quarters shall remain with the Contractor.

**Furnishings/Materials/Supplies/Equipment:** All furnishings, materials, equipment and supplies shall be in like new condition for the purpose intended and require approval of the Engineer.

**Office Requirements**: The Contractor shall furnish the office quarters and equipment as described below:

Description \ Office Size	Small	Med.	Large	Extra
				Large
Minimum Sq. Ft. of floor space with a minimum ceiling height of 7 ft.	400	400	1000	2000
Minimum number of exterior entrances.	2	2	2	2
Minimum number of parking spaces.	7	7	10	15

Office Layout: The office shall have a minimum square footage as indicated in the table above, and shall be partitioned as shown on the building floor plan as provided by the Engineer.

<u>Tie-downs and Skirting:</u> Modular offices shall be tied-down and fully skirted to ground level.

<u>Lavatory Facilities</u>: For field offices sizes Small and Medium the Contractor shall furnish a toilet facility at a location convenient to the field office for use by CTDOT personnel and such assistants as they may engage; and for field offices sizes Large and Extra Large the Contractor shall furnish two (2) separate lavatories with toilet (men and women), in separately enclosed rooms that are properly ventilated and comply with applicable sanitary codes. Each lavatory shall have hot and cold running water and flush-type toilets. For all facilities the Contractor shall supply lavatory and sanitary supplies as required.

Windows and Entrances: The windows shall be of a type that will open and close conveniently, shall be sufficient in number and size to provide adequate light and ventilation, and shall be fitted with locking devices, blinds and screens. The entrances shall be secure, screened, and fitted with a lock for which four keys shall be furnished. All keys to the construction field office shall be furnished to the CTDOT and will be kept in their possession while State personnel are using the office. Any access to the entrance ways shall meet applicable building codes, with appropriate handrails. Stairways shall be ADA/ABA compliant and have non-skid tread surfaces. An

ADA/ABA compliant ramp with non-skid surface shall be provided with the Extra-Large field office.

<u>Lighting:</u> The Contractor shall equip the office interior with electric lighting that provides a minimum illumination level of 100 foot-candles at desk level height, and electric outlets for each desk and drafting table. The Contractor shall also provide exterior lighting that provides a minimum illumination level of 2 foot-candles throughout the parking area and for a minimum distance of 10 ft on each side of the field office

<u>Parking Facility:</u> The Contractor shall provide a parking area, adjacent to the field office, of sufficient size to accommodate the number of vehicles indicated in the table above. If a paved parking area is not readily available, the Contractor shall construct a parking area and driveway consisting of a minimum of 6 inches of processed aggregate base graded to drain. The base material will be extended to the office entrance.

<u>Field Office Security:</u> Physical Barrier Devices - This shall consist of physical means to prevent entry, such as: 1) All windows shall be barred or security screens installed; 2) All field office doors shall be equipped with dead bolt locks and regular day operated door locks; and 3) Other devices as directed by the Engineer to suit existing conditions.

<u>Electric Service</u>: The field office shall be equipped with an electric service panel, wiring, outlets, etc., to serve the electrical requirements of the field office, including: lighting, general outlets, computer outlets, calculators etc., and meet the following minimum specifications:

- A. 120/240 volt, 1 phase, 3 wire
- B. Ampacity necessary to serve all equipment. Service shall be a minimum 100 amp dedicated to the construction field office.
- C. The electrical panel shall include a main circuit breaker and branch circuit breakers of the size and quantity required.
- D. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed at each desk and personal computer table (workstation) location.
- E. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed, for use by the Telephone Company.
- F. Additional 120-volt circuits and duplex outlets as required meeting National Electric Code requirements.
- G. One exterior (outside) wall mounted GFI receptacle, duplex, isolated ground, 120 volt, straight blade.
- H. After work is complete and prior to energizing, the State's CTDOT electrical inspector, must be contacted at 860-594-2240. (Do Not Call Local Town Officials)
- I. Prior to field office removal, the CTDOT Office of Information Systems (CTDOT OIS) must be notified to deactivate the communications equipment.

<u>Heating</u>, <u>Ventilation and Air Conditioning (HVAC)</u>: The field office shall be equipped with sufficient heating, air conditioning and ventilation equipment to maintain a temperature range of 68°-80° Fahrenheit within the field office.

<u>Telephone Service</u>: The Contractor shall provide telephone service with unlimited nation-wide calling plan. For a Small, Medium and Large field office this shall consist of the installation of two (2) telephone lines: one (1) line for phone/voice service and one (1) line dedicated for the facsimile machine. For an Extra-Large field office this shall consist of four (4) telephone lines: three (3) lines for phone/voice service and one (1) line dedicated for facsimile machine. The Contractor shall pay all charges.

<u>Data Communications Facility Wiring:</u> Contractor shall install a Category 6 568B patch panel in a central wiring location and Cat 6 cable from the patch panel to each PC station, Smart Board location, Multifunction Laser Printer/Copier/Scanner/Fax, terminating in a (Category 6 568B) wall or surface mount data jack. The central wiring location shall also house either the data circuit with appropriate power requirements or a category 5 cable run to the location of the installed data circuit. The central wiring location will be determined by the CTDOT OIS staff in coordination with the designated field office personnel as soon as the facility is in place.

For Small, Medium and Large field offices the Contractor shall run a CAT 6 LAN cable a minimum length of 25 feet for each CTDOT networked device (including but not limited to: smartboards and Multi-Function Laser Printer/Copier/Scanner/Fax) to LAN switch area leaving an additional 10 feet of cable length on each side with terminated RJ45 connectors. For an Extra-Large field office the Contractor shall run CAT 6 LAN cables from workstations, install patch panel in data circuit demark area and terminate runs with RJ45 jacks at each device location. Terminate runs to patch panel in LAN switch area. Each run / jack shall be clearly labeled with an identifying Jack Number.

The Contractor shall supply cables to connect the Wi-Fi printer to the Contractor supplied internet router and to workstations/devices as needed. These cables shall be separate from the LAN cables and data Jacks detailed above for the CTDOT network.

The number of networked devices anticipated shall be at least equal to the number of personal computer tables, Multi-Function Laser Printer/Copier/Scanner/Fax, and smartboards listed below.

The installation of a data communication circuit between the field office and the CTDOT OIS in Newington will be coordinated between the CTDOT District staff, CTDOT OIS staff and the local utility company once the Contractor supplies the field office phone numbers and anticipated installation date. The Contractor shall provide the field office telephone number(s) to the CTDOT Project Engineer within 10 calendar days after the signing of the Contract as required by Article 1.08.02. This is required to facilitate data line and computer installations.

<u>Additional Equipment, Facilities and Services:</u> The Contractor shall provide at the field Office at least the following to the satisfaction of the Engineer:

		Offic	e Size	
Furnishing Description	Small	Med.	Large	Extra
		Опа	l ntity	Large
Office desk (2.5 ft. x 5 ft.) with drawers, locks, and matching		Qua	litity	
desk chair that have pneumatic seat height adjustment and dual	1	3	5	8
wheel casters on the base.	_			
Standard secretarial type desk and matching desk chair that has				
pneumatic seat height adjustment and dual wheel casters on	_	-	-	1
the base.				
Personal computer tables (4 ft. x 2.5 ft.).	2	3	5	8
Drafting type tables (3 ft. x 6 ft.) and supported by wall brackets				
and legs; and matching drafters stool that have pneumatic seat	1	1	1	2
height adjustment, seat back and dual wheel casters on the	1	1	1	2
base.				
Conference table, 3 ft. x 12 ft.	-	-	-	1
Table – 3 ft. x 6 ft.	-	-	-	1
Office Chairs.	2	4	8	20
Mail slot bin – legal size.	-	-	1	1
Non-fire resistant cabinet.	-	-	2	4
Fire resistant cabinet (legal size/4 drawer), locking.	1	1	2	3
Storage racks to hold 3 ft. x 5 ft. display charts.	-	-	1	2
Vertical plan racks for 2 sets of 2 ft. x 3 ft. plans for each rack.	1	1	2	2
Double door supply cabinet with 4 shelves and a lock – 6 ft. x 4			1	2
ft.	_	_	1	2
Case of cardboard banker boxes (Min 10 boxes/case)	1	1	2	3
Open bookcase – 3 shelves – 3 ft. long.	-	-	2	2
White Dry-Erase Board, 36" x 48"min. with markers and eraser.	1	1	1	1
Interior partitions – 6 ft. x 6 ft., soundproof type, portable and	_	_	6	6
freestanding.	_	_	U	U
Coat rack with 20 coat capacity.	-	-	-	1
Wastebaskets - 30 gal., including plastic waste bags.	1	1	1	2
Wastebaskets - 5 gal., including plastic waste bags.	1	3	6	10
Electric wall clock.	-	-	-	2
Telephone.	1	1	1	-
Full size stapler 20 (sheet capacity, with staples)	1	2	5	8
Desktop tape dispensers (with Tape)	1	2	5	8
8 Outlet Power Strip with Surge Protection	3	4	6	9

Rain Gauge	1	1	1	1
Business telephone system for three lines with ten handsets,				
intercom capability, and one speaker phone for conference	_	_	_	1
table.				_
Mini refrigerator - 3.2 c.f. min.	1	1	1	1
Hot and cold water dispensing unit. Disposable cups and				
i e e e e e e e e e e e e e e e e e e e	1	1	1	1
bottled water shall be supplied by the Contractor for the	1	1	_	1
duration of the project.	1	1	1	1
Microwave, 1.2 c.f., 1000W min.	1	1	1	1
Fire extinguishers - provide and install type and *number to				
meet applicable State and local codes for size of office indicated,	*	*	*	*
including a fire extinguisher suitable for use on a computer				
terminal fire.				
Electric pencil sharpeners.	1	2	2	2
Electronic office type printing calculators capable of addition,				
subtraction, multiplication and division with memory and a	1	1	2	4
supply of printing paper.				
Small Multi-Function Laser Printer/Copier/Scanner/Fax				
combination unit, network capable, as specified below under	1	1		
Computer Related Hardware and Software.				
Large Multi-Function Laser Printer/Copier/Scanner/Fax				
combination unit, network capable, as specified below under			1	1
Computer Related Hardware and Software.				
Field Office Wi-Fi Connection as specified below under	4	4	4	4
Computer Related Hardware and Software	1	1	1	1
Wi-Fi Printer as specified below under Computer Related			4	
Hardware and Software.	1	1	1	1
Digital Camera as specified below under Computer Related	_	_	_	_
Hardware and Software.	1	1	3	3
Video Projector as specified below under Computer Related				_
Hardware and Software.	-	-	-	1
Smart Board as specified below under Computer Related				
Hardware and Software.	-	-	-	1
Infrared Thermometer, including annual third party certified				
calibration, case, and cleaning wipes.	1	1	1	2
Concrete Curing Box as specified below under Concrete Testing				
Equipment.	1	1	1	1
Concrete Air Meter and accessories as specified below under				
Concrete Testing Equipment as specified below. Contractor shall	1	1	1	1
	1	1	1	1
provide third party calibration on a quarterly basis.				
Concrete Slump Cone and accessories as specified below under	1	1	1	1
Concrete Testing Equipment.				

First Aid Kit	1	1	1	1
Flip Phones as specified under <u>Computer Related Hardware and Software</u> .	1	1	-	-
Smart Phones as specified under <u>Computer Related Hardware</u> and <u>Software</u> .	-	-	-	-

The furnishings and equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the above listed equipment or furnishings shall be provided by the Contractor for the duration of the project.

Computer Related Hardware and Software: The CTDOT will supply by its own means the actual Personal Computers for the CTDOT representatives. The Contractor shall supply the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors, and Smart Board(s) as well as associated hardware and software, must meet the requirements of this specification as well as the latest minimum specifications posted, as of the project advertising date, at CTDOTs web site <a href="http://www.ct.gov/dot/cwp/view.asp?a=1410&q=563904">http://www.ct.gov/dot/cwp/view.asp?a=1410&q=563904</a>

Within 10 calendar days after the signing of the Contract but before ordering/purchasing the Wi-Fi Printer (separate from the Multifunction Laser Printer/Copier/Scanner/Fax), Field Office Wi-Fi, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projector(s) and Smart Board(s) as well as associated hardware, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the Administering CTDOT District for review and approval. The Wi-Fi Printer, Wi-Fi Router, Flip Phones, Smart Phones, digital cameras, Projector(s) and Smart Board(s) will be reviewed by CTDOT District personnel. The Multifunction Laser Printer/Copier/Scanner/Fax will be reviewed by the CTDOT OIS. The Contractor shall not purchase the hardware, software, or services until the Administering CTDOT District informs them that the proposed equipment, software, and services are approved. The Contractor will be solely responsible for the costs of any hardware, software, or services purchased without approval.

The Contractor and/or their internet service provider shall be responsible for the installation and setup of the field office Wi-Fi, Wi-Fi printer, and the configuration of the wireless router as directed by the CTDOT. Installation will be coordinated with CTDOT District and Project personnel.

After the approval of the hardware and software, the Contractor shall contact the designated representatives of the CTDOT administering District, a minimum of 2 working days in advance of the proposed delivery or installation of the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors and Smart Board(s), as well as associated hardware, software, supplies, and support documentation.

The Contractor shall provide all supplies, paper, maintenance, service and repairs (including labor and parts) for the Wi-Fi printers, copiers, field office Wi-Fi, fax machines and other equipment and facilities required by this specification for the duration of the Contract. All repairs must be

performed with-in 48 hours. If the repairs require more than a 48 hours then an equal or better replacement must be provided.

Once the Contract has been completed, the hardware and software will remain the property of the Contractor.

<u>First Aid Kit:</u> The Contractor shall supply a first aid kit adequate for the number of personnel expected based on the size of the field office specified and shall keep the first aid kit stocked for the duration that the field office is in service.

<u>Rain Gauge</u>: The Contractor shall supply install and maintain a rain gauge for the duration of the project, meeting these minimum requirements. The rain gauge shall be installed on the top of a post such that the opening of the rain gauge is above the top of the post an adequate distance to avoid splashing of rain water from the top of the post into the rain gauge. The Location of the rain gauge and post shall be approved by the Engineer. The rain gauge shall be made of a durable material and have graduations of 0.1 inches or less with a minimum total column height of 5 inches. If the rain gauge is damaged the Contractor shall replace it prior to the next forecasted storm event at no additional cost.

<u>Concrete Testing Equipment:</u> If the Contract includes items that require compressive strength cylinders for concrete, in accordance with the Schedule of Minimum Testing Requirements for Sampling Materials for Test, the Contractor shall provide the following equipment.

- A) Concrete Cylinder Curing Box meeting the requirements of Section 6.12 of the Standard Specifications.
- B) Air Meter The air meter provided shall be in good working order and meet the requirements of AASHTO T 152.
- C) Slump Cone Mold Slump cone, base plate, and tamping rod shall be provided in like-new condition and meet the requirements of AASHTO T119, Standard Test Method for Slump of Hydraulic-Cement Concrete.

All testing equipment will remain the property of the Contractor at the completion of the project.

Insurance Policy: The Contractor shall provide a separate insurance policy, with no deductible, in the minimum amount of five thousand dollars (\$5,000) in order to insure all State-owned data equipment and supplies used in the office against all losses. The Contractor shall be named insured on that policy, and the CTDOT shall be an additional named insured on the policy. These losses shall include, but not be limited to: theft, fire, and physical damage. The CTDOT will be responsible for all maintenance costs of CTDOT owned computer hardware. In the event of loss, the Contractor shall provide replacement equipment in accordance with current CTDOT equipment specifications, within seven days of notice of the loss. If the Contractor is unable to provide the required replacement equipment within seven days, the CTDOT may provide replacement equipment and deduct the cost of the equipment from monies due or which may become due the

Contractor under the Contract or under any other contract. The Contractor's financial liability under this paragraph shall be limited to the amount of the insurance coverage required by this paragraph. If the cost of equipment replacement required by this paragraph should exceed the required amount of the insurance coverage, the CTDOT will reimburse the Contractor for replacement costs exceeding the amount of the required coverage.

Maintenance: During the occupancy by the CTDOT, the Contractor shall maintain all facilities and furnishings provided under the above requirements, and shall maintain and keep the office quarters clean through the use of weekly professional cleaning to include, but not limited to, washing & waxing floors, cleaning restrooms, removal of trash, etc. Exterior areas shall be mowed and clean of debris. A trash receptacle (dumpster) with weekly pickup (trash removal) shall be provided. Snow removal, sanding and salting of all parking, walkway, and entrance ways areas shall be accomplished during a storm if on a workday during work hours, immediately after a storm and prior to the start of a workday. If snow removal, salting and sanding are not completed by the specified time, the State will provide the service and all costs incurred will be deducted from the next payment estimate.

**Method of Measurement:** The furnishing and maintenance of the construction field office will be measured for payment by the number of calendar months that the office is in place and in operation, rounded up to the nearest month.

There will not be any price adjustment due to any change in the minimum computer related hardware and software requirements.

**Basis of Payment:** The furnishing and maintenance of the Construction Field Office will be paid for at the Contract unit price per month for "Construction Field Office, (Type)," which price shall include all material, equipment, labor, service contracts, licenses, software, repair or replacement of hardware and software, related supplies, utility services, parking area, external illumination, trash removal, snow and ice removal, and work incidental thereto, as well as any other costs to provide requirements of this specified this specification.

<u>Pay Item</u> <u>Pay Unit</u> Construction Field Office, MEDIUM Month

# <u>ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC</u>

## **Article 9.71.01 – Description is supplemented by the following:**

The Contractor shall maintain and protect traffic as described by the following and as limited in the Special Provision "Prosecution and Progress":

### Route 34

The Contractor shall maintain and protect a minimum of two lanes of traffic in each direction, each lane on a paved travel path not less than 11 feet in width. Where turn lanes exist, the Contractor shall provide an additional 10 feet of paved travel path to be used for turning vehicles only. This additional 10 feet of travel path shall be a minimum length of 150 feet. It shall be implemented so that sufficient storage, taper length, and turning radius are provided.

Excepted therefrom will be those periods, <u>during the allowable periods</u>, when the Contractor is actively working, at which time the Contractor shall be allowed to maintain and protect a minimum of one lane of traffic in each direction, each lane on a paved travel path not less than 11 feet in width. Where turn lanes exist, the Contractor shall provide an additional 10 feet of paved travel path to be used for turning vehicles only. This additional 10 feet of travel path shall be a minimum length of 150 feet. It shall be implemented so that sufficient storage, taper length, and turning radius are provided.

### **All Other Roadways**

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

Excepted therefrom will be those periods, <u>during the allowable periods</u>, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation, on a paved travel path not less than 12 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet and there shall be no more than one alternating one-way traffic operation within the project limits without prior approval of the Engineer. The alternating one-way traffic shall be at least 100 feet away from the Stop Bar. If not, a minimum of two police officers shall be used, one to manually control the traffic signal at the intersection and the other to direct cars to enter and exit out of the approach.

### **Commercial and Residential Driveways**

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed, unless permission is granted from the business owner to close the driveway during business hours. If a

temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

### **Article 9.71.03 - Construction Method is supplemented as follows:**

### General

Unpaved travel paths will only be permitted for areas requiring full depth and full width reconstruction, in which case, the Contractor will be allowed to maintain traffic on processed aggregate for a duration not to exceed 10 calendar days. The unpaved section shall be the full width of the road and perpendicular to the travel lanes. Opposing traffic lane dividers shall be used as a centerline

The Contractor is required to delineate any raised structures within the travel lanes, so that the structures are visible day and night, unless there are specific contract plans and provisions to temporarily lower these structures prior to the completion of work.

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway (bridge) section by the end of a workday (work night), or as directed by the Engineer.

When the installation of all intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall install the final course of bituminous concrete pavement.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3-foot shoulder between the work area and travel lanes, with traffic drums spaced every 50 feet. At the end of the workday, if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer.

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

The Contractor shall not store any material on-site which would present a safety hazard to motorists or pedestrians (e.g. fixed object or obstruct sight lines).

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed, except during the allowable periods.

Construction vehicles entering travel lanes at speeds less than the posted speed are interfering with traffic, and shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds, in order to merge with existing traffic.

# **Existing Signing**

The Contractor shall maintain all existing overhead and side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary, and install temporary sign supports if necessary and as directed by the Engineer.

### **Signing Patterns**

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

# <u>Pavement Markings -Non-Limited Access Multilane Roadways</u> <u>Secondary and Local Roadways</u>

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

### **Interim Pavement Markings**

The Contractor shall install painted pavement markings, which shall include centerlines, shoulder edge lines, lane lines (broken lines), lane-use arrows, and stop bars, on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work day/night. If the next course of bituminous concrete pavement will be placed within seven days, shoulder edge lines are not required. The painted pavement markings will be paid under the appropriate items.

If the Contractor will install another course of bituminous concrete pavement within 24 hours, the Contractor may install Temporary Plastic Pavement Marking Tape in place of the painted pavement markings by the end of the work day/night. These temporary pavement markings shall include centerlines, lane lines (broken lines) and stop bars; shoulder edge lines are not required. Centerlines shall consist of two 4 inch wide yellow markings, 2 feet in length, side by side, 4 to 6 inches apart, at 40-foot intervals. No passing zones should be posted with signs in those areas where the final centerlines have not been established on two-way roadways. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side. The Contractor shall remove and dispose of the Temporary Plastic Pavement Marking Tape when another course of bituminous concrete pavement is installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

If an intermediate course of bituminous concrete pavement will be exposed throughout the winter, then Epoxy Resin Pavement Markings should be installed unless directed otherwise by the Engineer.

# **Final Pavement Markings**

The Contractor should install painted pavement markings on the final course of bituminous concrete pavement by the end of the work day/night. If the painted pavement markings are not installed by the end of the work day/night, then Temporary Plastic Pavement Marking Tape shall be installed as described above and the painted pavement markings shall be installed by the end of the work day/night on Friday of that week.

If Temporary Plastic Pavement Marking Tape is installed, the Contractor shall remove and dispose of these markings when the painted pavement markings are installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

The Contractor shall install permanent Epoxy Resin Pavement Markings in accordance with Section 12.10 entitled "Epoxy Resin Pavement Markings, Symbols, and Legends" after such time as determined by the Engineer.

# TRAFFIC CONTROL DURING CONSTRUCTION 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 trafficperson 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	MINIMUM TAPER LENGTH IN FEET FOR
MILES PER HOUR	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 DOT Construction, 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 Construction. The agenda should include:
  - Review Project scope of work and time
  - Review Section 1.08, Prosecution and Progress
  - Review Section 9.70, Trafficpersons
  - Review Section 9.71, Maintenance and Protection of Traffic
  - 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) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.
- 2.d) In cases of legitimate 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 District Office 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 advance 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 advance warning signs.
- 3.c) Stopping traffic may be allowed:
  - As per the contract 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 and/or State Police, traffic may be briefly impeded while installing and/or removing the advance 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 advance warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 5 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 travelpath 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. For additional placement and use details, refer to the specification entitled "Type 'D' Portable Impact Attenuation System". 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.
- 5.f) TMAs should be paid in accordance with how the unit is utilized. When it is used as a TMA and is in the proper location as specified, and then it should be paid at the specified hourly rate for "Type 'D' Portable Impact Attenuation System". When the TMA is used as a Flashing Arrow, it should be paid at the daily rate for "High Mounted Internally Illuminated Flashing Arrow". If a TMA is used to install and remove a pattern and then is used as a Flashing Arrow, the unit should be paid as a "Type 'D' Portable Impact Attenuation System" for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove), and is also paid for the day as a "High Mounted Internally Illuminated Flashing Arrow".

### 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. For special signs, please coordinate with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.

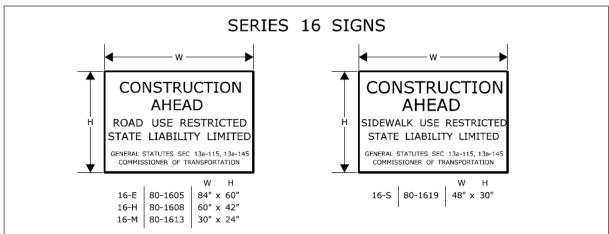
# 7.i) The messages that are allowed on the CMS are as follows:

Message No.	Frame 1	Frame 2	Message No.	Frame 1	Frame 2
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 LANES CLOSED	REDUCE SPEED	12	WORKERS ON ROAD	SLOW 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

For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

# **SECTION 8. USE OF STATE POLICE OFFICERS**

- 8.a) State Police may be utilized only on limited access highways and secondary roadways under their primary jurisdiction. One Officer may be used per critical sign pattern. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Likewise in areas with moderate traffic and wide, unobstructed medians, left lane closures can be implemented without State Police presence. Under some situations it may be desirable to have State Police presence, when one is available. Examples of this include: nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur, however they are not required.
- 8.b) Once the pattern is in place, the State Police Officer should be positioned in a non-hazardous location in advance of the pattern. If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall be repositioned prior to the backup to give warning to the oncoming motorists. The State Police Officer and TMA should not be in proximity to each other.
- 8.c) Other functions of the State Police Officer(s) may include:
  - Assisting entering/exiting construction vehicles within the work area.
  - Enforcement of speed and other motor vehicle laws within the work area, if specifically requested by the project.
- 8.d) State Police Officers assigned to a work site are to only take direction from the Engineer.



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 RAMPS 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.

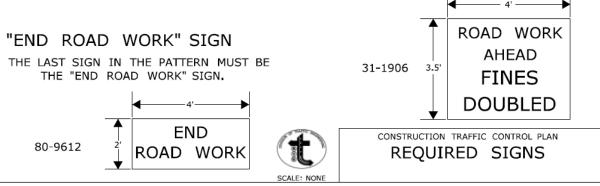
SIGN 16-H SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

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.



CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 11:35:43-04'00'

### 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 (A), (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	MINIMUM TAPER LENGTH FOR
(MILES PER HOUR)	A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' <b>(1</b> 80m <b>)</b>
55	660' (200m)
65	780' (240m)

### METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLIS	H METRIC	ENGLISH	H 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

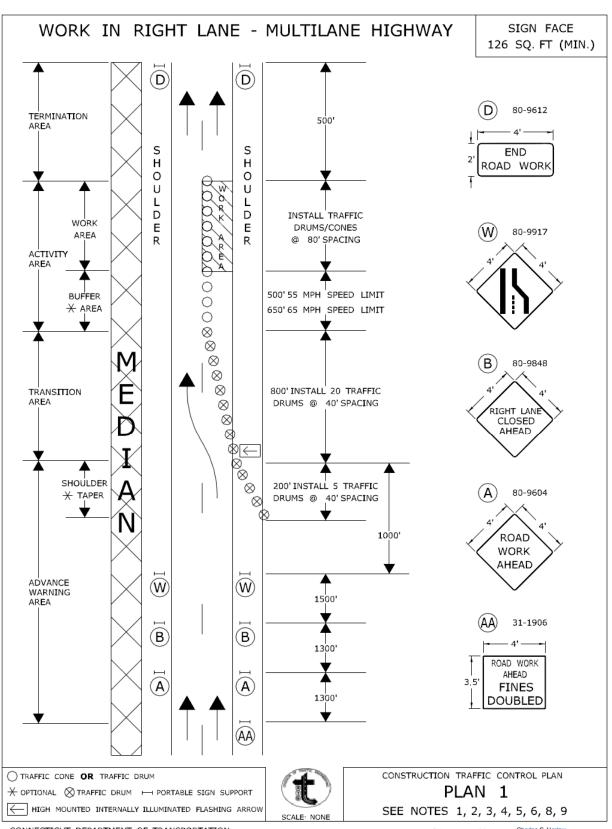


CONSTRUCTION TRAFFIC CONTROL PLAN

CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED \_\_\_\_

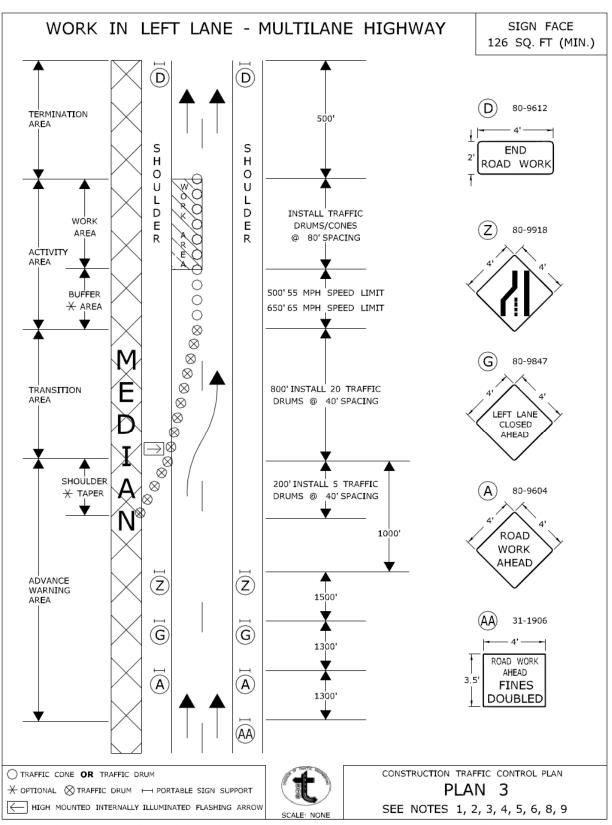
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PRINCIPAL ENGINEER



CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & CONSTRUCTION

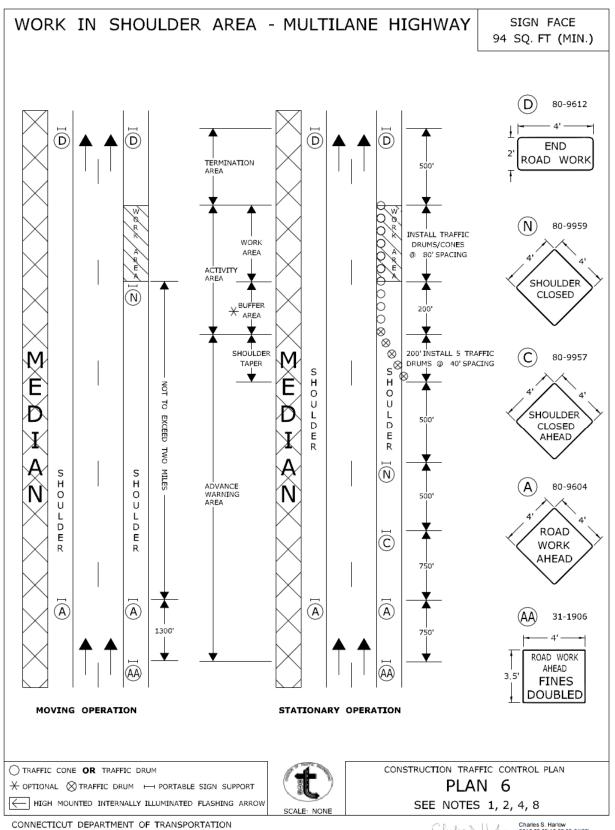
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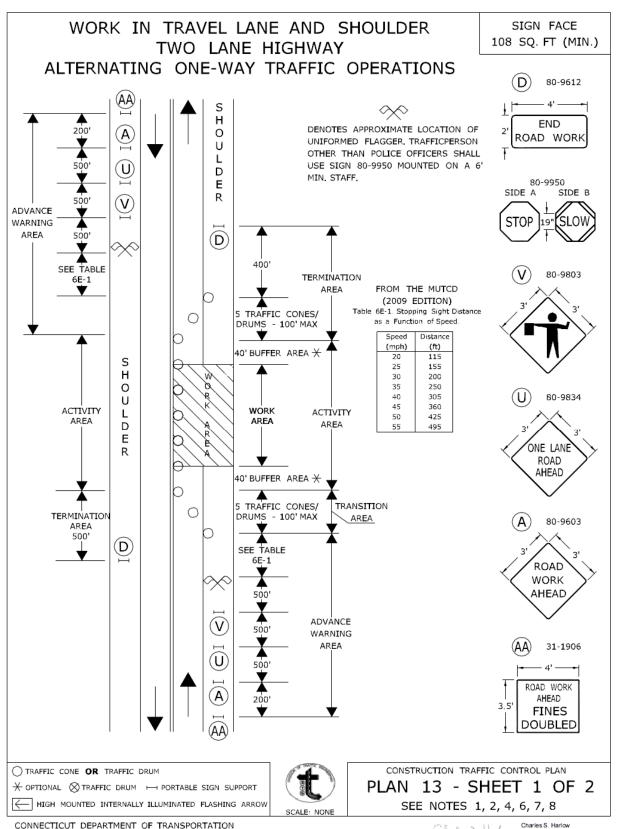
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APPROVED Chains S. Harlow 2012.06.05 15.52.38-04'00'
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# WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

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

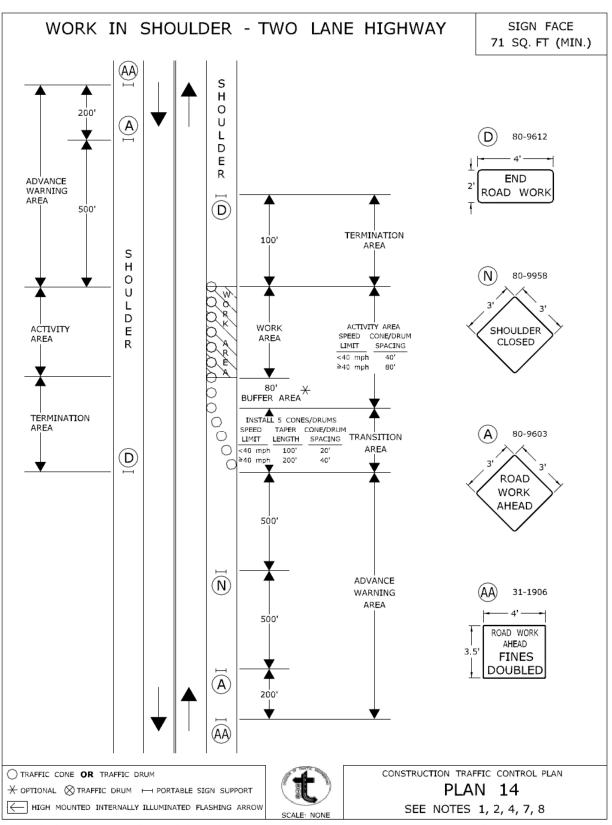


CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

APPROVED

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PRINCIPAL ENGINEER

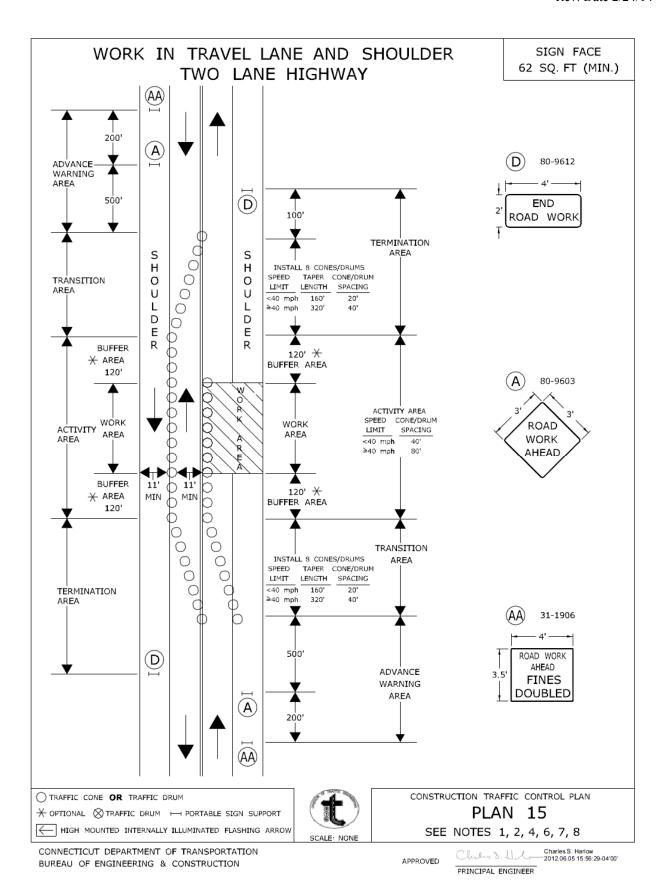
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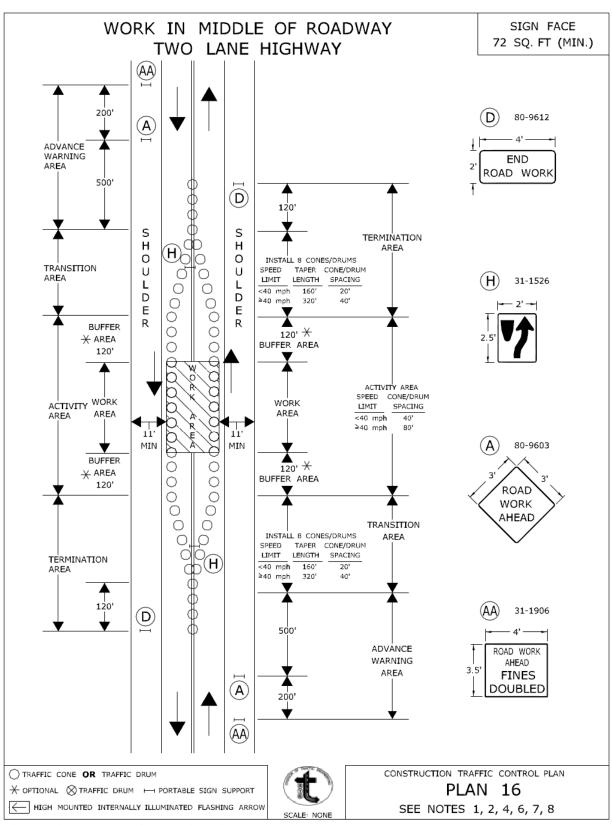


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PRINCIPAL ENGINEER



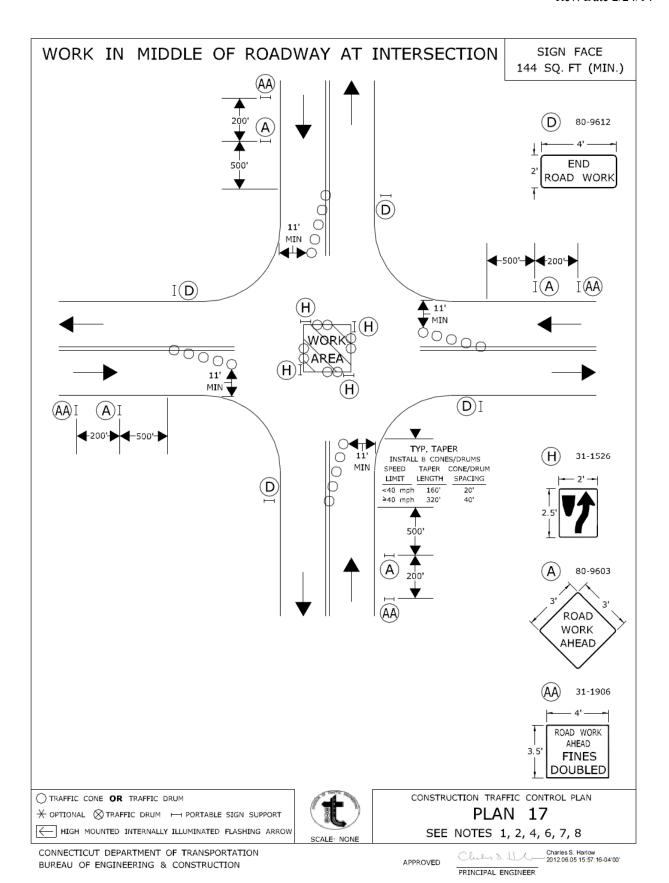


CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Chaires S. Harlow
2012.06.05 15:56:51-04'00'

PRINCIPAL ENGINEER



## Article 9.71.05 – Basis of Payment is supplemented by the following:

The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports shall be paid for under the item "Maintenance and Protection of Traffic". Temporary overhead sign supports and foundations shall be paid for under the appropriate item(s).

The cost of furnishing, installing, and removing the material for the 4H:1V traversable slope shall be paid for under the item "Maintenance and Protection of Traffic".

The cost of furnishing, installing and removing pavement, subbase, processed aggregate, granular fill or other suitable materials required to maintain vehicular access to existing properties adjacent to the site shall be paid for under the item "Maintenance and Protection of Traffic".

# ITEM #0980001A - CONSTRUCTION STAKING

Add the following to each section:

### 9.80.1 —Description:

Prior to installing the fencing noted below the Contractor will be required to stakeout in the field the locations of the fencing as shown on the plans.

• Item No. 0913068A – Temporary 6' Chain Link Fence

### 9.80.2 —<u>Materials:</u>

The Contractor is to use tall visible wooden stakes that clearly define the fence location.

### 9.80.3 —Construction Methods:

The Contractor will be required to place stakes every 20 feet along the fence from the beginning to the end of Austin Mattutini's property, including any angle points. Stakes shall also be located to clearly show the beginning and end points of the fence.

After the fence stakeout is completed, the Project Engineer, Vitalij Staroverov shall be contacted 21 days in advance of installing the fence in its final location at (860) 594-2582, to review the fence stakeout in the field. Fence installation in its final location shall not be permitted without prior approval by the Engineer.

### <u>9.80.1</u> —<u>Method of Measurement:</u>

Construction staking for the fencing will be included in the contract at the Contract lump sum for construction staking.

### 9.80.2 —Basis of Payment:

Construction staking for the fencing will be paid for at the Contract lump sum and work incidental price for "Construction Staking," which price shall include all materials, tools, equipment, labor and work incidental thereto.

Pay Item Pay Unit Construction Staking L.S

# ITEM #0981101A - OPPOSING TRAFFIC LANE DIVIDER

# **Article 9.81.01 - Description:**

This item shall include furnishing, installing, resetting, and removing Opposing Traffic Lane Dividers. Opposing Traffic Lane Dividers will be used to separate opposing traffic on a two-lane two-way roadway. The legend on the divider shall be two opposing arrows.

The Opposing Traffic Lane Divider shall meet the requirements of Federal Highway Administration's Strategic Highway Research Program (SHRP). The Opposing Traffic Lane Divider shall be 12 inch wide by 18 inch high sign panels mounted back to back on a flexible support post. The post shall be mounted to a base.

A series of these devices shall be placed on the center line of a temporary two-way operation. The support shall be designed to recover automatically to a vertical position if struck by a vehicle.

The opposing Traffic Lane Divider is covered in Section 6F.76 of the Manual on Uniform Traffic Control Devices (2009 Edition).

### **Article 9.81.02 - Materials:**

- 1) Panel The vertical panel shall be constructed of a flexible material resistant to ultraviolet light, ozone and hydrocarbons. The surface shall be smooth and suitable for adherence of appropriate retroreflective sheeting. The retroreflective sheeting shall be Type IV retroreflective sheeting in accordance with Section M.18.09.
- 2) Support Post The support post shall be made of a material resistant to ultraviolet light, ozone, and hydrocarbons. The post shall have sufficient stiffness to remain rigid in windy conditions. The support shall be designed to recover automatically to a vertical position or manually restored (when fastened to the roadbed), if struck by a vehicle.
- Base The base shall consist of a metal ballast plate fastened to a rubber base. For long-term use, the metal ballast plate can be fastened directly to the roadbed. When fastened to the roadbed, the post will need to be manually reset when hit. The base shall meet the requirements of the Federal Highway Administration's Strategic Highway Research Program (SHRP).

### **Article 9.81.03 - Construction Methods:**

The Opposing Traffic Lane Dividers shall be spaced every 30 feet apart or as directed by the Engineer. The Contractor shall insure that the devices are kept clean and bright. Any devices that are missing, damaged, or defaced so that they are not effective, as determined by the Engineer and in accordance with the American Traffic Safety Services Association (ATSSA) guidelines contained in "Quality Standards for Work Zone Traffic Control Devices", shall be replaced by the Contractor at no cost to the State. When no longer required, they shall remain the property of the Contractor.

### **Article 9.81.04 - Method of Measurement:**

This work will be measured for payment by the number of opposing traffic lane dividers furnished, installed and accepted on the project. Replacement devices shall not be measured for payment. Devices relocated to a different location in accordance with the Engineer shall not be measured.

### **Article 9.81.05 - Basis of Payment:**

This work will be paid for at the contract unit price each for "Opposing Traffic Lane Divider" which price shall include all materials, equipment, tools, labor and work incidental to furnishing, installing, maintaining and removing the units.

# <u>ITEM #1002201A – TRAFFIC CONTROL FOUNDATION – SPAN POLE</u>

**Description:** Work under this item shall consist of designing and constructing drilled shaft foundations for steel span poles, in accordance with the details shown on the plans and as ordered by the Engineer.

**Materials:** The reinforcing steel shall be uncoated, ASTM A615, Grade 60 reinforcement conforming to the requirements of Article M.06.01.

The concrete for the drilled shaft shall conform to Article M.03 for Class 'F' Concrete. The 28 day minimum compressive strength of the concrete in the constructed foundation shall be 4,400 psi. The concrete mix design, including admixtures, shall be submitted to the Engineer for approval.

The slurry shall be Contractor designed mineral slurry that meets the range of values listed herein. The slurry mix design, including admixtures, shall be submitted to the Engineer for approval.

Rigid metal conduit, ground rod sleeves and related hardware, and end caps shall be galvanized steel conduit, and shall conform to Article M.15.09.

Ground rods shall be 0.625 in. diameter by 10.0 ft. long copper clad steel. The copper cladding shall be a minimum thickness of 0.128 in. The ground clamp shall be a square-head bolt type, approved for direct burial.

Bare copper wire shall conform to Article M.15.13.

Topsoil shall conform to Article M.13.01.

Fertilizer shall conform to Article M.13.03.

Seed mixture shall conform to Article M.13.04.

Mulch shall conform to Article M.13.05.

Erosion control matting shall conform to Article M.13.09.

Construction Methods: For the purpose of bidding this item, the Contractor shall assume that the subsurface conditions for each drilled shaft foundation location consists of cohesionless, medium dense, granular soil (AASHTO A-1 or A-2) with cobbles present and a high groundwater table which requires the use of wet construction/concreting methods. During excavation and construction of each foundation, should the Contractor encounter subsurface conditions that differ materially from those assumed at the time of bid, the Contractor shall

notify the Engineer. All matters regarding increased cost relating to an agreed upon change in subsurface conditions will be handled per Section 1.04.04 – Differing Site Conditions.

The design of drilled shaft foundations shall conform to the requirements of AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals – latest edition, including the latest interim specifications, available prior to the advertising date of the contract, amended as follows:

- 1. The foundation shall be designed for the soils and rock properties and parameters based on the subsurface conditions (character of the soil and rock, presence of ground water, etc.) in the location of, adjacent to and below the drilled shaft foundation excavation. The need and extent of all subsurface explorations and investigations shall be determined by the Contractor.
- 2. The specified compressive strength, f'c, of the concrete used in the design shall be 4,000 psi.
- 3. The reinforcement shall be uncoated and conform to ASTM A615, Grade 60.
- 4. The foundation shall be designed for the span pole reactions of all group loads and load combinations. The reactions shall include axial, shear, flexural and torsional load effects. No reduction of the reactions or increase in the allowable stresses of the materials is permitted.
- 5. The diameter of the drilled shaft foundation shall be 3.0 ft., unless otherwise allowed by the Engineer.
- 6. The design of the drilled shaft foundation shall include embedment of the foundation in soil, the embedment of the foundation in rock or the embedment of the foundation partially in soil and partially in rock, as applicable.
- 7. The design of the drilled shaft embedment depth shall account for the slope of the finished grade.
- 8. The minimum embedment for a drilled shaft foundation, constructed entirely in soil, shall be no less than 12.0 ft. below the finished grade at the low side of a sloping grade. The minimum embedment for a drilled shaft foundation, constructed entirely in rock shall be no less than 8.0 ft. below the finished grade at the low side of a sloping grade.
- 9. The embedment depth for a drilled shaft foundation, determined by the Brom's design method, shall have a minimum factor of safety of 3.25 applied to the shear and moment load effects. The factor of safety applied to the torsional load effect shall be no less than 1.3.

- 10. The load factor method shall be used for the structural design of the drilled shaft foundation. The load factor applied to all loads, dead, wind and ice, and their effects, axial, shear, flexure and torsion, shall be no less than 1.6. The drilled shaft may be designed in accordance with the load factor method presented in the latest edition of the Building Code Requirements for Reinforced Concrete", ACI 318.
- 11. The structural design of the drilled shaft shall be based on stress and strain compatibility in the circular drilled shaft cross section.
- 12. The drilled shaft foundation shall be reinforced with longitudinal and transverse reinforcement. The area of longitudinal reinforcement should be no less than the sum of the reinforcement required for flexure and the longitudinal reinforcement required for torsion. The area of transverse reinforcement should be no less than the sum of the reinforcement required for shear and the transverse reinforcement required for torsion.
- 13. The minimum number of longitudinal reinforcing bars shall be 16. The minimum size of longitudinal reinforcing bars shall be #8. The minimum area of longitudinal reinforcing bars shall be no less than 1% of the gross cross-sectional area of the shaft. The minimum clear distance between longitudinal reinforcing bars shall be no less than 5 times the maximum aggregate size or 5 in., whichever is greater. The reinforcement shall extend full length of the drilled shaft foundation, including the pedestal. Splicing of the longitudinal reinforcement is not permitted.
- 14. The drilled shaft foundation shall be transversely reinforced with spirals or circular, one piece, enclosed ties. The minimum size of the transverse reinforcement shall be #4. The maximum spacing/pitch of the transverse reinforcement shall be no more than 6 in. The minimum spacing/pitch of the transverse reinforcement shall be no more than 4 in. The spiral reinforcement shall be terminated at the top and the bottom with 1 ½ turns of the reinforcing and a 135° standard hook. Spirals may be spliced with lap splices or mechanical connectors. For spirals, the minimum lap splice length shall be 1.7 times the tension development length (including modification factors) of the bar or 48 bar diameters, whichever is greater. For spirals, the mechanical connectors shall develop both in tension and compression 125% of the specified yield strength of the bar and conform to the latest edition of the AASHTO LRFD Bridge Design Specifications, including the latest interim specifications. For ties, the minimum lap splice length shall be no less than 1.7 times the tension development length (including modification factors) of the bar. Tie lap splices shall be alternated.
- 15. The design of the foundation shall be coordinated with the traffic structure to avoid conflicts between the embedded support anchorage and the foundation reinforcement.

Prior to excavating for the foundation, the Contractor shall submit working drawings and design calculations, with all details and documents necessary for fabrication and construction, for each span pole foundation in a **span wire structure configuration** for review in accordance with the "Notice To Contractor – Special Provision 1.05" and the special provision "Section 1.05 – Control Of Work".

The working drawings and design calculations for the span pole foundations shall conform to working drawing requirements for permanent construction. A single set of working drawings with tabulated data for multiple span pole foundations in span wire structure configuration is allowed. Each span pole foundation shall be referenced with an alpha-numeric identifier noted on the Contract documents. The working drawings and calculations shall be prepared in Customary U.S. units.

The span pole foundation working drawing and calculation submittal shall include the following:

- 1. title sheet
- 2. table of contents
- 3. contact information for designer contact information shall include name and address of design firm, name of contact person with phone number and email address
- 4. copy of the certificate of insurance
- 5. foundation working drawings
- 6. foundation design calculations

The working drawings shall include complete details of all foundation components. The drawings shall include, but not be limited to the following:

- 1. the Project number, town and support identification number
- 2. reference to the design specifications, including interim specifications
- 3. material specifications for all components
- 4. embedment depths for foundation in soil, rock and a combination of soil and rock
- 5. anchor bolt details, including dimensions, embedment and projection

The design calculations shall include, but not be limited to the following:

- 1. the Project number, town and support identification number
- 2. references to design specifications, including interim specifications, and the applicable code section and articles
- 3. description/documentation for all computer programs used in the design
- 4. drawings/models of the foundation with dimensions, loads and references to the local and global coordinate systems used (as applicable), to facilitate review of the results
- 5. traffic structure reactions of all group loads and load combinations
- 6. soil and rock design parameters
- 7. computations demonstrating the geotechnical and structural capacity of the drilled shaft is adequate for all group load combinations

Prior to excavating for the foundation, the Contractor shall submit the following:

**Reinforcing Steel Shop Drawings:** Based on the reviewed foundation design, the Contractor shall prepare reinforcing steel shop drawings for each foundation. The drawings shall be reviewed and stamped by the foundation designer. Four copies of each reviewed drawing shall be submitted to the Engineer at the District Construction office. One copy of each reviewed and stamped drawing shall be submitted to the "Engineer of Record".

Concrete and Slurry Mix Designs: The Contractor shall submit to the District Engineer the concrete mix design and the slurry mix design, including admixtures, for review.

**Foundation Construction Procedure:** The Contractor shall submit to the District Engineer a written foundation construction procedure outlining the equipment; drilling procedure for soil and rock, including removal of obstructions and removal of excavated spoils; temporary casing placement and removal; slurry placement; reinforcement, anchor bolt and conduit placement; and concrete placement required for the drilled shaft foundation construction for review. The procedure should include contingencies for the various soil, rock and subsurface water conditions that may be encountered during the foundation construction.

The Engineer will evaluate the foundation construction procedure for conformance with the contract documents and will then notify the Contractor of any additional information required and/or changes necessary to meet the contract requirements. All procedural approvals given by the Engineer shall be subject to

trial in the field and shall not relieve the Contractor of the responsibility to satisfactorily complete the work as detailed in the plans and specifications. The Contractor shall not commence construction of the drilled shafts until the Engineer has accepted the foundation construction procedure.

Excavations required for shafts shall be performed through whatever materials are encountered, to the dimensions and elevations in the working drawings or as ordered by the Engineer. The methods and equipment used shall be suitable for the intended purpose and materials encountered. Shaft excavation may be performed by combinations of augering, rotary drilling, down-the-hole hammer, reverse circulation drilling, clamming, scraping, or other means approved by the Engineer. Generally, either the dry method, wet method, or temporary casing method may be used, as necessary, to produce sound, durable concrete foundation shafts free of defects. The Contractor shall select and use the method that is needed to properly accomplish the work, as determined by site conditions and subject to the approval of the Engineer. The Contractor is responsible for maintaining the stability of the shaft excavation during all phases of construction.

The dry method consists of drilling the shaft excavation, removing accumulated water and loose material from the excavation, and placing the shaft concrete in a relatively dry excavation. The dry construction method shall be used only at sites where the groundwater table and site conditions are suitable to permit construction of the shaft in a relatively dry excavation, and where the sides and bottom of the shaft are stable and may be visually inspected prior to placing the concrete. The use of the dry construction method is permitted if less than one foot of water accumulates in the bottom of a hole without pumping over a one hour period, the excavation remains stable and any loose material and water can be removed prior to placement of concrete.

The wet construction method shall be used at sites where a dry excavation cannot be maintained for placement of the shaft concrete. Wet construction methods consist of using a mineral slurry to maintain stability of the hole perimeter while advancing the excavation to final depth, placing the reinforcing cage and shaft concrete. This procedure may require desanding and cleaning the slurry; final cleaning of the excavation by means of a bailing bucket, air lift, submersible pump or other devices; and placing the shaft concrete with a tremie. Unless it is demonstrated to the satisfaction of the Engineer that the surface casing is not required, temporary surface casings shall be provided to aid shaft alignment and position, and to prevent sloughing of the top of the shaft excavation. Surface casing is defined as the amount of casing required from the ground surface to a point in the shaft excavation where sloughing of the surrounding soil does not occur.

The temporary casing construction method shall be used at all sites where the dry or wet construction methods are inappropriate. Temporary casing construction method consists of advancing the excavation through caving material by the wet method. Temporary casing may be installed by driving or vibratory procedures in advance of excavation to the lower limits of the caving material. When a nearly impervious formation is reached, a casing is placed in the hole and sealed in the nearly impervious formation. After the drilling fluid is removed from the casing, drilling may proceed as with the dry method except that the casing is withdrawn when the shaft concrete is placed. If seepage conditions prevent use of the dry method, excavation is

completed using the wet method. Temporary casing may be installed by driving or vibratory procedures in advance of excavation to the lower limits of the caving material. Slurry may be omitted if the casing can be installed with only minor caving of the hole.

If the Engineer determines that the foundation material encountered during excavation is unsuitable or differs from that anticipated in the design of the shaft, or if rock is encountered at an unanticipated elevation, the Contractor's foundation designer shall determine if the foundation embedment should be revised from that shown on the working drawings. If rock is encountered, the Engineer shall be notified to inspect and determine the elevation of the top of competent rock. Any revisions to the foundation embedment during construction shall be reviewed by the Engineer.

Excavated materials which are removed from the shaft excavation and any drilled fluids used shall be disposed of by the Contractor as directed by the Engineer and in accordance with Section 1.10.

Casings shall be metal, smooth, clean, watertight, and of ample strength to withstand both handling and driving stresses and the pressure of both concrete and the surrounding earth materials. The outside diameter of casing shall not be less than the specified size of the shaft. Temporary casings shall be removed while the concrete remains workable (i.e., a slump of 4 in. or greater). Before the casing is withdrawn and while the casing is being withdrawn, a 5.0 ft. minimum head of fresh concrete in the casing shall be maintained so that all the fluid trapped behind the casing is displaced upward without contaminating the shaft concrete. The required minimum concrete head may have to be increased to counteract groundwater head outside the casing. Separation of the concrete by hammering or otherwise vibrating the casing, during withdrawal operations, shall be avoided. Casing extraction shall be at a slow, uniform rate with the pull in line with the shaft axis.

Slurry used in the drilling process shall be a mineral slurry. The slurry shall have both a mineral grain size that will remain in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. The percentage and specific gravity of the material used to make the suspension shall be sufficient to maintain the stability of the excavation and to allow proper concrete placement. The level of the slurry shall be maintained at a height sufficient to prevent caving of the hole.

The mineral slurry shall be premixed thoroughly with clean fresh water at a temperature above 41° F and adequate time allotted for hydration prior to introduction into the shaft excavation. The elevation of the slurry within the shaft foundation shall be maintained within 24 in. of the top casing and at least 48 in. above the existing water level during drilling and until the concrete placement is essentially complete. The slurry properties shall be maintained at all times, including non-working periods and stoppages. The slurry shall be circulated and agitated, continuously if necessary, to maintain the slurry properties and to prevent it from setting up in the shaft.

The Contractor, in the presence of the Engineer, shall perform control tests on the slurry to ensure that the density, viscosity, and pH fall within the acceptable limits tabulated below. The Contractor shall provide all equipment required to perform the tests. If desanding is required, sand content shall not exceed 4% (by volume) at any point in the shaft excavation as determined by the American Petroleum Institute sand content test.

Range of Va	lues (at 68°F)
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Property (Units)	Time of Slurry Introduction	Time of Concreting (in Hole)	Test Method
Density (pcf)	64.3 to 69.1	64.3 to 75.0	Density Balance
Viscosity (seconds per quart)	28 to 45	28 to 45	Marsh Cone
pН	8 to 11	8 to 11	pH paper or meter

The control tests to determine unit weight (density), viscosity, and pH values of the slurry shall be done during the shaft excavation to establish a consistent working pattern.

Prior to placing shaft concrete, slurry samples shall be taken from the bottom and at intervals not exceeding 10.0 ft. for the full height of slurry. Any heavily contaminated slurry that has accumulated at the bottom of the shaft shall be eliminated. The mineral slurry shall be within specification requirements immediately before shaft concrete placement.

The hole shall be covered when left unattended.

After completing the shaft excavation, all loose material existing at the bottom of the hole shall be removed.

Prior to placing the reinforcement into the shaft, the Contractor, in the presence of the Engineer, shall determine the shaft dimensions, depth and alignment of the shaft. The concrete shaft shall not be out of plumb by more than 0.25 in. per foot of depth. The Contractor shall provide all equipment necessary for checking the shaft excavation. The Engineer shall inspect the shaft and verify that it has been properly cleaned.

The reinforcing steel shall be fabricated and assembled in accordance with Article 6.02.03. All reinforcement shall be assembled with wire ties. Welding to assemble the reinforcement is not permitted.

Immediately after the shaft excavation has been inspected and approved by the Engineer and prior to placement of the concrete, the assembled reinforcing steel cage, including cage stiffener bars, spacers, centralizers, and other necessary appurtenances, shall be carefully placed into the shaft excavation as a unit. Dropping or forcing cages into the shaft will not be allowed. The reinforcing steel in the shaft shall be tied and supported so that the reinforcing steel will remain

within allowable tolerances of its intended position until the concrete will support the reinforcing steel. When concrete is placed by tremie methods, temporary hold-down devices shall be used to prevent uplifting of the reinforcing steel cage during concrete placement. Concrete spacers or other approved noncorrosive spacing devices shall be used at sufficient intervals not exceeding 5.0 ft. along the shaft to insure concentric location of the cage within the shaft excavation. When the size of the longitudinal reinforcing steel is larger than a #8 bar, such spacing shall not exceed 10.0 ft. After placement of the reinforcing cage, the Engineer shall inspect the shaft to ensure that it has remained clean. If the inspection indicates that loose material has accumulated at the bottom of shaft excavation, the Contractor shall remove the reinforcing cage and reclean the shaft

If directed by the Engineer, the top of the shaft shall be formed square with the length of the sides matching the diameter of the shaft.

Concrete construction shall conform to Subarticle 6.01.03-2,3,4,5 and 6 as amended herein.

Concrete shall be placed in the shaft excavation as soon as possible, but no more than 4 hours after completion of excavation and cleaning of the bottom of the excavation, and no more than 2 hours after placement of the reinforcing steel cage. Concrete shall be placed in a continuous operation to the top of the shaft. The concrete level shall be horizontal during the pouring operations. Concrete placement shall continue after the shaft is full and good quality concrete is evident at the top of the shaft. The elapsed time from the beginning of concrete placement in the shaft to the completion of placement shall not exceed 2 hours.

In dry construction, concrete shall be placed in a single continuous operation with the flow of concrete down the center of the shaft excavation so as to consolidate the concrete on impact. During placement operations, the concrete is not permitted to hit the reinforcing steel. A dropchute, consisting of a hopper and flexible hose, may be used to direct the concrete down the center of the foundation and prevent the concrete from hitting the reinforcing steel. Accumulated water shall be removed before placing the concrete. At the time of concrete placement, no more than 2 in. of water may exist at the bottom of the excavation and loose sediment no more than 0.5 in. over one-half the base is acceptable.

In wet (slurry) construction, concrete is to be placed by the tremie method, where the concrete displaces the slurry from bottom of the excavation to the top. The concrete shall be placed through a top metal hopper and into a rigid leak-proof elephant trunk tremie tube, sufficiently large enough to permit free flow of concrete. The tremie tube shall be positioned so that it can be removed without disturbing the reinforcing. Initially, the discharge end of the tremie tube shall be sealed closed (plugged) to prevent slurry from entering the tube after it is placed in the excavation and before the tube is filled with concrete. After concrete placement has started, the tremie tube shall be kept full of concrete to the bottom of the hopper to maintain a positive concrete head. The flow of concrete shall be induced by slightly raising the discharge end of the tube, always keeping the tube end in the deposited concrete. No horizontal movement of the tremie tube will be permitted.

The shaft concrete shall be vibrated or rodded to a depth of 5.0 ft. below the ground surface except where soft uncased soil or slurry remaining in the excavation will possibly mix with the concrete.

Exposed concrete shall be cured and finished in accordance with Subarticle 6.01.03-7, 9 and 10.

Anchor bolt assemblies shall be embedded in the concrete as shown on the working drawings. A template plate shall be used to hold the anchor bolt assemblies, conduits and ground rod sleeve in the correct position. The anchor bolts shall be installed plumb.

All conduit ends terminating below grade shall be capped with a malleable iron caps. All above-grade conduit ends shall be terminated with an insulated bonding bushing with tinned insert.

Ground rod and ground wire shall be installed as shown on the plans.

No construction operations that would cause soil movement adjacent to the shaft, other than mild vibration, shall be conducted for at least 48 hours after shaft concrete has been placed.

The top of the foundations shall be backfilled and the adjacent disturbed ground surfaces restored to match the surrounding area after the concrete has cured and the forms are removed. Placement of topsoil shall conform to Articles 9.44.01 and 9.44.03. Turf establishment shall conform to Article 9.50.03.

The span poles shall not be erected on the foundation until the concrete in the shaft has attained a 28 day compressive strength, f'c, greater than or equal to 4,000 psi.

**Method of Measurement:** This work will be measured for payment by the number of foundation units, each completely installed and accepted.

The work to remove rock from the foundation excavation will be measured from the top of rock to the bottom of rock excavation.

**Basis of Payment:** The work will be paid for at the contract unit price each for "Traffic Control Foundation – Span Pole," completed and accepted in place, which price shall include all equipment, materials, tools and labor incidental to the subsurface exploration, design, fabrication, construction and disposal of drilling spoils, of the foundations at the locations specified on the plans.

Backfilling and restoration of adjacent ground surfaces (pavement, slope protection, topsoil and seed, etc.) in all areas disturbed by the work will not be paid for separately, but will be included as part of the work. The Engineer will determine the type, thickness and horizontal limits of the surfaces to be restored.

When rock is encountered within the limits of excavation, its removal will be paid for at the contract unit price per vertical foot for "Rock in Foundation Excavation," which price shall

include any additional excavation to remove the rock and any additional concrete required to fill the excavation beyond the designed foundation hole dimensions. Rock, in so far as it applies to "Rock in Foundation Excavation," shall be defined as rock in definite ledge formation, boulders, or portions of boulders, cement masonry structures, concrete structures or Portland cement concrete pavement which has a cross-sectional area that exceeds 50% of the cross-sectional area of the designed foundation hole.

# ITEM #1017032A – SERVICE (METERED)

# **Description:**

Furnish and install a metered electric service at the location shown on the plans or as directed by the Engineer.

## **Materials:**

- Meter Socket
  - o UL listed
  - Manual lever bypass
  - o P.V.C Slip fitting that complies with Utility Company requirements.
  - o Locking metal cover for the glass enclosure
  - o Contact the serving utility company for a list of approved meter sockets
- Conduit Bond Clamp
  - o UL listed
  - o Rated for direct burial

# Locations served by United Illuminating (UI)

Meter socket rated at 100 amps

# **Construction Methods:**

Comply with the National Electric Code (NEC), Public Utility Regulatory Authority (PURA), and the serving power company requirements. Install a meter socket with associated equipment on the outside of the controller cabinet, as shown on the plans. Mount the enclosure approximately 54 inches (1.37 meters) above the ground. Install an expansion fitting in the RMC between the ground and the enclosure. Attach a direct-buried bond clamp to the service RMC below ground level, adjacent to the foundation. Bond the service conduit to the controller cabinet ground rod. Install a continuous nylon pull rope of at least 200 lbs (90 Kg) breaking strength in the conduit between the meter socket and the service source. Ensure all circuit breakers are off when service is connected by the utility company. The work must be inspected and approved by the Engineer or his designated representative prior to scheduling a service connection. Record the meter number and the date service is connected for billing purposes.

## Service Request

- Traffic Signal on State Road: Contact the CT DOT Traffic Electrical office to complete the necessary service request forms.
- Traffic Signal on Town Road: Complete all necessary request forms and forward to the appropriate power company office.
- Incident Management Site: Complete all necessary request forms and forward to the appropriate power company office.

# Locations served by United Illuminating

Contact the UI office to have a Job Number assigned. When the work is complete notify the Engineer to inspect and confirm that the work is according to the National Electric Code. Request that the Engineer contact the United Illuminating, Work in Progress office, to report the job number and to schedule a service connection.

## **Method of Measurement:**

The installation of the Service (Metered) will be measured for payment by the number of metered electric services of the type specified, completed, with service connected, and accepted in place.

# **Basis of Payment:**

This work will be paid for at the contract unit price each for "Service (Metered)" complete and accepted in place. The price shall include all material above ground such as the meter socket enclosure, surface conduit, expansion fitting, coupling, and load side service conductors. The price shall also include the direct-buried ground clamp, bonding wire, pull rope, all material, equipment, tools, labor and incidentals necessary.

The power company will provide the line-side conductors and the meter.

# ITEM #1103023A - 32' STEEL SPAN POLE

# <u>ITEM #1114102A – SPAN WIRE</u>

**Description:** Work under this item shall consist of designing, fabricating and installing a steel span pole to carry traffic appurtenances (such as traffic signals or signs), of the type specified, on a prepared foundation, in accordance with the details shown on the plans and as ordered by the Engineer. Work under this item shall also include designing and installing a steel span wire, at the locations indicated, in accordance with the details shown on the plans and as ordered by the Engineer.

**Materials:** The tubular components, such as the pole and luminaire arm shall be made of steel with a minimum yield stress of 35,000 psi.

The structural plate components, such as the baseplates and handhole frames shall be made of steel that conforms to the requirements of ASTM A572, Grade 50.

Anchorage plates shall conform to the requirements of ASTM A572, Grade 50.

The steel for pole members and structural plate components, such as the baseplates and handhole frames, shall meet Charpy V-notch impact testing requirements for non-fracture critical members in Zone 2 and the following:

Yield Strength	Thickness	Minimum Average			
	in.	Energy, ftlbf			
$F_y \le 36 \text{ ksi}$	≤ 4	15 at 40°F			
$36 \text{ ksi} < F_y \le 50 \text{ ksi}$	≤ 2	15 at 40°F			
$36 \text{ ksi} < F_y \le 50 \text{ ksi}$	$2 < t \le 4$	20 at 40°F			
$50 \text{ ksi} < F_y \le 70 \text{ ksi}$	≤ 4	15 at -20°F			
Charmy V notah compling and testing shall be in accordance with					

Charpy V-notch sampling and testing shall be in accordance with AASHTO T243, "H" piece frequency.

The non-structural components, such as hand hole covers, caps and anchor bolt covers, shall be made of steel with minimum yield stress of 36,000 psi.

The filler metal shall have a matching strength relationship with the base metal.

All high strength bolts shall conform to ASTM A325, Type 1. Nuts shall conform to ASTM A563, Grade DH. Circular, flat, hardened steel washers shall conform to ASTM F436. The bolts, nuts and washers shall be galvanized in accordance with ASTM A153 or ASTM B695, Grade 50. The nuts shall be overtapped to the minimum amount required for the bolt assembly and all surfaces of the nuts shall be lubricated with a lubricant containing a visible dye of any color that contrasts with the color of the galvanizing. The high strength bolts shall conform to the requirements of Subarticle M.06.02-3.

The anchor bolts shall conform to ASTM F1554, Grade 105. The nuts shall conform to ASTM A563, Grade DH. The washers shall conform to ASTM F436. The bolts, nuts and washers shall be galvanized in accordance with ASTM A153. The nuts shall be overtapped to the minimum amount required for the bolt assembly and all surfaces of the nuts shall be lubricated with a lubricant containing a visible dye of any color that contrasts with the color of the galvanizing. Prior to shipping the anchor bolts, the nuts and washers shall be installed by hand on the anchor bolts to ensure that the nuts can be run on the threads. Only anchor bolts on which the nuts are free running shall be shipped. The anchor bolts shall be shipped with the nuts and washers on the threads.

All steel components, including anchor bolts, shall be completely hot-dip galvanized, after fabrication, in accordance with ASTM A123 or ASTM A153, as applicable. Repairs to damaged areas of the hot-dip galvanized coatings shall conform to the requirements of ASTM A780 amended as follows:

Paints containing zinc dust, if used for repairs, shall contain either between 65% to 69% metallic zinc by weight or greater than 92% metallic zinc by weight in dry film.

The silicone sealant shall be a 1-component, 100% silicone sealant recommended for use with galvanized steel.

Neoprene gasket material for the access openings shall conform to ASTM D1056, Grade 2A2 or 2A3. Other grades of neoprene approved by the Engineer may be used.

Closed cell elastomer for sealing the space between the foundation and base plate shall conform to ASTM D1056, Grade 2A2 or 2A3 and shall have a pressure-sensitive adhesive backing on one side for adhesion to steel. Closed cell elastomer contained within the anchor bolt pattern shall not interfere with the anchor bolt leveling nuts and shall not block the opening in the base plate.

Bare copper grounding conductor shall be #8 AWG stranded bare copper wire conforming to M.15.13. The grounding bolt shall be stainless steel with a hex head.

Steel span wire shall conform to Article M.16.15.

All materials used in the finished structure shall be new. The use of materials that have been previously used in a structure or salvaged from a structure is not permitted.

The Contractor shall submit Certified Test Reports and Materials Certificates in conformance with Article 1.06.07 for the steel used for span pole members and structural plate components, high-strength bolts (including nuts and washers) and anchor bolts (including nuts and washers). The Certified Test Reports shall include the following:

- a. Mill test reports that indicate the place where the material was melted and manufactured.
- b. High-strength bolt test results for proof load tests, wedge tests, and rotational-capacity tests that indicate where the tests were performed, date of tests, location where the components were manufactured and lot numbers.
- c. Galvanized material test results that indicate the thickness of the galvanizing.

Prior to incorporation into the work, the Contractor shall submit samples in conformance with Article 1.06.02 for the steel used for span pole members and components, high-strength bolts (including nuts and washers) and anchor bolts (including nuts and washers).

**Construction Methods:** The design and fabrication of the span pole, including its anchorage (into the foundation), and the design of the span wire shall conform to the requirements of the latest edition of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, including the latest interim specifications, available prior to the advertising date of the Contract, amended as follows:

- 1. The design wind speed shall be 120 mph. The calculation of wind pressures in accordance with Appendix C is not permitted.
- 2. The minimum design life shall be 50 years.
- 3. The wind importance factor, I<sub>r</sub>, for wind pressure shall be 1.00.
- 4. The span pole and span wire shall be designed to support free swinging traffic signals and signs. The wind drag coefficient for traffic signals and luminaires shall be no less than 1.2.
- 5. The maximum stress ratio (the ratio of the computed stress to the allowable stress) or combined stress ratio (CSR) in any span pole component or in any span wire due to each group load shall not exceed 0.70. The purpose for limiting the stress ratio is to allow for future additional appurtenance configurations.
- 6. The span pole shall be designed to support a span wire with a sag no greater than 5% of the span. For definitions of sag and span, refer to Appendix A in the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
- 7. The span wire properties shall conform to Article M.16.15. All span wires in a span pole configuration shall be the same diameter
- 8. The maximum luminaire arm length shall be 20.0 ft.

- 9. The maximum diameter of the pole at the base shall be 18 in.
- 10. The minimum wall thickness of the pole shall be 0.3125 in. The wall thickness of the pole shall be uniform throughout its length. Joining 2 tubular members together with a circumferential weld to fabricate a pole is not permitted. The use of shop-fabricated stepped members is not permitted. The use of multiple plies (laminations) to obtain the required pole thickness is not permitted.
- 11. The span pole shall be a tubular member with either a round or multisided cross-section. Multisided tubular members with other than 8, 12 or 16 sides are not permitted. Multisided tubular members with fluted sides are not permitted. The pole shall be fabricated with a taper (change in diameter).
- 12. Multisided tubular members with diameters less than or equal to 13 in. shall have a minimum of 8 sides. Multisided tubular members with diameters greater than 13 in. and less than or equal to 18 in. shall have no less than 12 sides.
- 13. Multisided tubular members shall have a minimum internal bend radius of 5 times the tubular member thickness or 1 in., whichever is greater.
- 14. Slip-type field splices are not permitted in the pole.
- 15. The pole shall be fabricated with no more than 2 longitudinal seam welds.
- 16. The longitudinal seam welds within 6 in. of the member ends shall be complete joint penetration groove welds.
- 17. Non-destructively test 100% of partial joint penetration longitudinal seam welds in accordance with the magnetic particle method. Non-destructively test 100 % of complete joint penetration seam welds in accordance with the ultrasonic method.
- 18. All tubular member to transverse plate connections shall be made with a complete joint penetration groove weld with a backing ring attached to the plate with a continuous fillet weld. Non-destructively test 100% of the complete joint penetration groove welds by the ultrasonic method after fabrication and prior to galvanizing. Non-destructively test 100% of the complete joint penetration groove welds by the ultrasonic method for toe cracks after galvanizing. Non-destructively test 100% of backing ring fillet welds by the magnetic particle method after fabrication prior to galvanizing. After galvanizing, the joint between the backing ring and tubular member shall be sealed with silicone sealant to prevent the ingress of moisture.
- 19. The strength of a connection made with a complete joint penetration groove weld shall be no greater than the strength of the base metal. In connections joining

- base metal with different yield strengths, the base metal with the lower yield strength shall govern the design.
- 20. The use of seal and tack welds is not permitted. No welding shall be performed after galvanizing.
- 21. The use of stiffeners at tubular member to transverse plate connections is not permitted.
- 22. The minimum base plate thickness shall be no less than 2.5 in. or at least as thick as the anchor bolt diameter, whichever is greater. The determination of the plate thickness in the tubular member to transverse plate connections shall consider the potential for the plate to warp due to the heat from welding. Consideration should be given to the use of thicker plates to allow for subsequent machining of warped plates to a flat surface so that removal of material will not compromise the required strength of the plate.
- 23. The opening in the base plate shall be sized to allow for proper galvanizing and allow conduits projecting from the foundation to pass through it. The size of the opening shall be kept to a minimum to reduce the flexibility of the baseplate.
- 24. The pole base plate anchor bolt circle diameter shall be 24 in.
- 25. The anchor bolt to base plate connection shall be designed as a double-nut connection with shear holes. The minimum distance from the center of the anchor bolt hole to the edge of the base plate shall be no less than 2 times the diameter of the anchor bolt. The anchor bolts shall use an embedded anchorage plate, 0.5 in. minimum thickness, to transmit loads from the pole base to the concrete foundation. The use of hooked anchor bolts is not permitted. The minimum number of anchor bolts shall be 8. The minimum anchor bolt diameter shall be 2 in. The minimum anchor bolt embedded anchorage plate, shall be 3.5 ft. or the foundation to the top of the embedded anchorage plate, shall be 3.5 ft. or the tension development length of the vertical foundation reinforcement plus the end concrete cover, whichever is greater. Each anchor bolt shall be supplied with 4 nuts and 4 washers. Washers shall be placed on the top and bottom surfaces of the pole base plate and anchorage plate. Welding to the anchor bolts is not permitted. The use of lock washers with the anchor bolt assembly is not permitted.
- 26. The span wire pole clamp shall be designed to support a minimum tensile force of 12,000 pounds or 3 times the maximum calculated tensile force in the span wire, whichever is greater.

The span pole shall be designed for the load effects due to the span wire(s) attached to the poles and all the traffic appurtenances (signals, signs, luminaires, cameras, etc.) attached to the span

wire and the pole. The load effect due to the span wire, resulting from the attached traffic appurtenances, will not be provided and shall be determined by the Contractor. The span pole and span wire shall also be designed for load effects from future traffic appurtenances arranged, positioned and located as shown on the plans. The span pole and span wire shall also be designed for load effects during all stages of construction that may exist during the Project under which the span pole is installed. The span pole and span wire shall be designed to support traffic appurtenances with properties no less than those tabulated on the plans.

The locations and dimensions of the span poles are shown on the traffic plans. The luminaire arm and pole lengths and the attachment heights shall be verified by the Contractor based on the finished grade at the site, top of foundation elevation, the locations of overhead utility cables and the traffic appurtenance mounting heights. If either the wire or pole length is inadequate, the Contractor shall notify the Engineer.

The minimum vertical clearance from the top of the finished road to the bottom of the traffic signals shall be 16.0 ft. The maximum vertical clearance from the top of the finished road to the bottom of the traffic signals shall be 18.0 ft. The traffic signals shall be installed so that the bottom of all the signals for each approach is at the same elevation.

Vent and drain holes shall be provided for galvanizing. The number, size and location of vent and drain holes shall be coordinated with the galvanizer prior to the submission of the working drawings and design calculations. The area of vent and drain holes at each end of a member shall be at least 30% of the inside area of the member for members with diameters 3 in. and greater and 45% of the inside area of the member for members with diameters less than 3 in. The vent and drain holes shall be strategically located for reducing stress and for proper galvanizing. The holes shall be made by drilling. Flame cut holes are not permitted. The edges of all holes shall be rounded by grinding. After galvanizing, exposed holes placed in the sign support components for galvanizing shall be sealed with neoprene plugs.

A J-hook shall be welded to the inside of the pole at the top for wire handling and support.

The span pole shall have a handhole, reinforced with a frame, located at the base of the pole. The handhole shall be located with a normal direction that is 90° to the plane formed by the pole and span wire. The minimum clear distance from the top of the baseplate to the outside face of the bottom of the handhole frame shall be no less than the diameter of the tubular member or 1.25 ft., whichever is greater. The handhole frame shall have a minimum 4 in. wide by minimum 6 in. high clear opening. The maximum width of the handhole opening, the clear opening plus twice the frame thickness, shall not be greater than 40% of the tubular member diameter at that section. The inside corners of the handhole frame shall be rounded to a radius of 30% to 50% of the width of the clear opening. The minimum thickness of the handhole frame shall be no less than the thickness of the pole or 0.3125 in., whichever is greater. The handhole frame shall be connected to the pole with a partial joint penetration groove weld reinforced with a fillet weld. The handhole weld shall start and end at the point that is coincident with the longitudinal axis of symmetry of the tubular member and the longitudinal axis of symmetry of the handhole frame. Non-destructively test 100% of each handhole weld in accordance with the magnetic particle

method. The handhole shall be provided with a cover connected to the frame with no less than 2 stainless steel screws. The cover shall be installed with a neoprene gasket matching the dimensions of the cover. The cover and the gasket and the gasket and the handhole frame shall be in firm and continuous contact after tightening the fasteners. The cover shall also be attached to the frame with a 1.5 ft. long stainless steel chain. The inside bottom of the frame shall have a hole tapped for the stainless steel grounding bolt.

The span pole shall include wire entrance fittings. The number and size of the wire entrance fittings shall be as shown on the plans. The fittings shall be welded, all-around, to the pole at a 45-degree angle to the pole.

The span pole shall be supplied with a pole cap plate and anchor bolt covers. The cap plates shall be attached with fasteners. The joint between the tubular member and plate shall be sealed with a neoprene gasket matching the dimensions of the plate.

The luminaire arms shall be fabricated of pipe with a minimum thickness equal to schedule 40. Single arm luminaires shall be used for luminaires with arm lengths less than or equal to 8.0 ft. Truss type luminaires shall be used for luminaires with arm lengths greater than 8.0 ft. The truss type luminaires shall consist of upper and lower members joined with vertical members at the tip and midspan. To accommodate the luminaire fixture, the size of the pipe in the luminaire arm at the tip shall be 2 in. diameter, schedule 40. If necessary, a reducing tenon shall be installed at the tip of the arm to accommodate the luminaire fixture.

The luminaire arm(s) shall be connected to the pole with clamp connections. Each clamp connection shall use 4 high-strength bolts. The installed nuts shall be prevented from loosening while in service. The use of lock washers to meet this requirement is not permitted. The arms shall be fillet welded, all-around, to the clamp(s). The size of the weld shall be no less than 0.25 in. A hole shall be provided in the clamp, (upper arm clamp for truss type arms) and pole to allow for wires to pass from the pole to the luminaire arm. The sides of all holes in the connection shall be ground smooth and edges rounded by grinding to prevent the wires from chafing.

Prior to fabrication, the Contractor shall submit working drawings and design calculations, with all details and documents necessary for fabrication and erection of the structure and its components, for each **span wire structure configuration** for review in accordance with the "Notice To Contractor – Special Provision 1.05" and the special provision "Section 1.05 – Control Of Work".

The working drawings and design calculations for span poles and the calculations for the span wire shall conform to working drawing requirements for permanent construction. A single set of working drawings with tabulated data for multiple span poles in span wire structure configuration is allowed. Each span pole shall be referenced with an alpha-numeric identifier noted on the Contract documents. The working drawings and calculations shall be prepared in Customary U.S. units.

The span pole working drawing and calculation submittal shall include the following:

- 1. title sheet
- 2. table of contents
- 3. contact information for designer, fabricator and galvanizer contact information shall include name and address of each firm and the name of contact person with phone number and email address
- 4. copy of the certificate of insurance
- 5. copy of fabricator's AISC certification
- 6. copy of the traffic signal control plan detailing the span wire structure configuration
- 7. span pole working drawings
- 8. span pole design calculations
- 9. span wire calculations
- 10. welding procedures
- 11. span pole installation procedure, including the method to plumb the pole

The working drawings shall include complete details of all span pole components. The drawings shall include, but not be limited to the following:

- 1. the Project number, town and span pole identification number
- 2. reference to the design specifications, including interim specifications
- 3. reference to the design specifications design criteria, such as design wind speed, minimum design life, vehicle speed, etc.
- 4. material specifications for all components
- 5. material designations for the pole, with an explanation of the alpha numeric characters (equivalent thickness, in inches, shall be provided for gage numbers)
- 6. non-destructive weld testing requirements
- 7. details of the location of the longitudinal seam weld(s) in the pole

- 8. vent and drain holes for galvanizing
- 9. a plan view of the anchor bolt layout relative to the orientation of the wire
- 10. anchor bolt dimensions, including embedment and projection
- 11. span pole installation procedure, including the method to plumb the pole, if procedure differs from that described in this specification

The design calculations shall include, but not be limited to the following:

- 1. the Project number, town and alpha-numeric span pole identifier
- 2. references to design specifications, including interim specifications, and the applicable code section and articles
- 3. description/documentation for all computer programs used in the design
- 4. drawings/models of the structure, components and connections, with dimensions, loads and references to the local and global coordinate systems used (as applicable), to facilitate review of the results
- 5. a tabulation of the section properties of the tubular members at each analyzed section. The tabulated values shall include:
  - a. the diameter, D (if round member)
  - b. effective width, b (if multisided member, AASHTO 5.5.2)
  - c. equivalent diameter (if multisided member, AASHTO 5.6)
  - d. wall thickness, t
  - e. inside bend radius, r<sub>b</sub> (if multisided member, AASHTO 5.5.2)
  - f. cross-sectional area. A
  - g. moment of inertia, I
  - h. section modulus, S
  - i. radius of gyration, r

AASHTO Table B-1 may be used to determine the section properties. If Table B-1 is used, the radius measured to the mid-thickness of the wall shall also be provided.

- 6. coefficients and factors used in the design
- 7. results of all group loads and load combinations
- 8. stress ratios and combined stress ratios for all group loads and load combinations

9. horizontal due to Group Load Combinations I, II and III for dead, wind and ice loads

The span poles shall be fabricated in accordance with the latest edition of the AASHTO LRFD Bridge Construction Specifications, including the latest interim specifications, amended herein.

The steel fabricator shall be AISC certified for the fabrication to the Standard for Bridge and Highway Metal Component Manufacturers (CPT).

Fabrication of the span pole may begin only after the working drawings and design calculations have been reviewed. The Contractor shall submit to the Engineer, no less than 2 weeks prior to the start of fabrication, the name and location of the fabrication shop where the work will be done so that arrangements can be made for an audit of the facility and the assignment of the Department Quality Assurance (QA) inspector. No fabrication will be accepted unless the QA inspector is present during fabrication. No changes may be made during fabrication without prior written approval by the Department.

The Contractor shall furnish facilities for the inspection of material and workmanship in the shop by the Engineer. The Engineer and Department QA representative shall be allowed free access to the necessary parts of the premises.

The Engineer will provide QA inspection at the fabrication shop to assure that all applicable Quality Control plans and inspections are adequately adhered to and maintained by the Contractor during all phases of the fabrication. A thorough inspection of a random selection of elements at the fabrication shop may serve as the basis of this assurance.

Prior to shipment to the Project, each individual piece of steel shall be marked in a clear and permanent fashion by a representative of the fabricators' Quality Control (QC) Department to indicate complete final inspection by the fabricator and conformance to the Contract for that piece. The mark must be dated. A Materials Certificate in accordance with Article 1.06.07 may be used in lieu of individual stamps or markings, for all material in a single shipment. The Materials Certificate must list each piece within the shipment and accompany the shipment to the Project site.

Following the final inspection by the fabricator's QC personnel, the Engineer may select pieces of steel for re-inspection by the Department's QA inspector. Should non-conforming pieces be identified, all similar pieces must be re-inspected by the fabricator and repair procedure(s) submitted to the Engineer for approval. Repairs shall be made at the Contractor's expense.

The pieces selected for re-inspection and found to be in conformance, or adequately repaired pieces, may be marked by the QA inspector. Such markings indicate the Engineer takes no exception to the pieces being sent to the Project site. Such marking does not indicate acceptance or approval of the material by the Engineer.

All welding details, procedures and nondestructive testing shall conform to the requirements of AWS D1.1 Structural Welding Code - Steel.

Personnel performing the nondestructive testing shall be certified as a NDT Level II technician in accordance with the American Society for Non Destructive Testing (ASNT), Recommended Practice SNT-TC-1A and approved by the Engineer.

All nondestructive testing shall be witnessed by Engineer. Certified reports of all tests shall be submitted to the Engineer for examination. Each certified report shall identify the structure, member, and location of weld or welds tested. Each report shall also list the length and location of any defective welds and include information on the corrective action taken and results of all retests of repaired welds.

The Department reserves the right to perform additional testing as determined by the Engineer. Should the Engineer require nondestructive testing on welds not designated in the Contract, the cost of such inspection shall be borne by the Contractor if the testing indicates that any weld(s) are defective. If the testing indicates the weld(s) to be satisfactory, the actual cost of such inspection will be paid by the Department.

All members and components shall be hot-dip galvanized in a single dip. Double-dipping of members and components is not permitted. All exterior and interior surfaces of the span pole members and components, shall be completely galvanized.

Galvanized members and components shall be free from uncoated areas, blisters, flux deposits, and gross inclusions. Lumps, projections, globules, or heavy deposits of zinc which will interfere with the intended use of the material will not be permitted.

After galvanizing the joint between the backing ring and the tubular member shall be sealed with silicone sealant to prevent the ingress of moisture.

All damaged areas of the hot-dip galvanized surfaces shall be repaired in accordance with the requirements of ASTM A780. If paint containing zinc dust is used for repairs, the dry coating thickness shall be at least 50% greater than the thickness of the adjacent hot-dip galvanized coating, but no greater than 4.0 mils. The paint shall be brush applied. The use of aerosol spray cans is not permitted. The color of the finished repair area shall match the color of the adjacent hot-dip galvanized surface at the time of the repair to the satisfaction of the Engineer.

Prior to shipping, all exterior and interior galvanized surfaces of the members and components shall be inspected, in the presence of the Engineer, to determine the acceptability of the galvanized coating. Galvanized coatings may be found acceptable by the Engineer if all surfaces of the members and components meet the galvanizing requirements herein. Only span pole members and components with acceptable galvanized coatings shall be shipped. If the galvanized coating on any member or component is found to be unacceptable, the Contractor shall submit a repair procedure to the Engineer for review.

After fabrication and prior to shipping, aluminum identification tags shall be attached to the span poles with self-tapping tamper resistant screws.

The finished members and components shall be protected with sufficient dunnage and padding to protect them from damage and distortion during transportation. Damage to any material during transportation, improper storage, faulty erection, or undocumented fabrication errors may be cause for rejection of said material at the Project Site. All costs associated with any corrective action will be borne by the Contractor.

Following delivery to the Project Site, the Engineer will perform a visual inspection of all material to verify shipping documents, fabricator markings, and that there was no damage to the material or coatings during transportation and handling.

The Engineer is not responsible for approving or accepting any fabricated materials prior to final erection and assembly at the Project Site.

High-strength bolts, nuts and washers shall be stored in accordance with Subarticle 6.03.03-4(f).

The span pole shall be erected, assembled and installed in accordance with these specifications and the procedures and methods submitted with the working drawings. The Contractor and the span pole designer are responsible to ensure that the erection and assembly procedures and methods in this specification are acceptable for use with the span pole. Changes to these method and procedures shall be submitted with the working drawings and calculations.

Prior to installation of the span pole, the exposed threads of all the embedded anchor bolts shall be cleaned of accumulated dirt and concrete and shall be lubricated. The threads and bearing surfaces of all the anchor bolt nuts shall be cleaned and lubricated. The anchor bolts and nuts are properly lubricated if the nuts can be turned by hand on the anchor bolt threads. The lubricant shall contain a visible dye of any color that contrasts with the color of the galvanizing. Relubricate the threads of the anchor bolts and nuts if more than 24 hours has elapsed since earlier lubrication, or if the anchor bolts and nuts have become wet since they were first lubricated.

Install (turn) the leveling nuts onto the anchor bolts and align the nuts to the same elevation or plane. The distance from the bottom of the leveling nuts to the top of the foundation shall not exceed 1 in. Place a structural hardened washer on top of each leveling nut, 1 washer on each anchor bolt.

Prior to erecting the pole, place the closed cell elastomer ring within the anchor bolt pattern. The closed cell elastomer ring shall not interfere with the anchor bolt leveling nuts and shall not block the opening in the base plate.

The pole shall be erected so that the centerline of the pole will be plumb after the application of all the dead loads. The pole may be initially installed raked in the opposite direction of the overhead member to obtain the plumb condition. Raking the pole may be accomplished by installing the leveling nuts in a plane other than level.

Install the pole base plate atop the washers resting on the leveling nuts, place a structural hardened washer on each anchor bolt resting it on the top of the base plate, and install (turn) a top nut on each anchor bolt until the nut contacts the washer. The leveling nuts and washers shall be inspected, and if necessary the nuts turned, so that the washers are in full contact with the bottom surface of the base plate.

Tighten the top nuts to a snug tight condition in a star pattern. Snug tight is defined as the maximum rotation resulting from the full effort of one person using a 12 in. long wrench or equivalent. A star tightening pattern is one in which the nuts on opposite or near-opposite sides of the bolt circle are successively tightened in a pattern resembling a star (e.g., For an 8-bolt circle with bolt sequentially numbered 1 to 8, tighten nuts in the following bolt order: 1, 5, 7, 3, 8, 4, 6, 2.).

Tighten leveling nuts to a snug tight condition in a star pattern.

Before final tightening of the top nuts, mark the reference position of each top nut in a snug-tight condition with a suitable marking on 1 flat with a corresponding reference mark on the base plate at each bolt. Then incrementally turn the top nuts using a star pattern one-sixth of a turn beyond snug tight. Turn the nuts in at least two full tightening cycles (passes). After tightening, verify the top nut rotation. The top nuts shall have full thread engagement. The distance from the bottom of the leveling nuts to the top of the foundation shall not exceed 1 in.

After erecting the span pole, the span pole shall be electrically grounded by attaching the bare copper grounding conductor to the inside of the handhole frame with a stainless steel bolt and to the ground rod with a ground clamp. The rigid metal conduit shall be electrically grounded by attaching the bare copper grounding conductor to the insulated bonding bushing and to the ground rod with a ground clamp.

The installation of the span wire shall conform to Article 11.14.03. A span wire pole clamp shall be provided for each span wire connected to the pole. The traffic appurtenances shall be located and mounted on the wire as shown on the cross-sections.

After installation of the traffic appurtenances, the anchor bolt nuts (leveling and top anchor nut) and washers shall be in full contact with the top and bottom surfaces of the pole base plate and the centerline of the pole shall be plumb.

After installation of the traffic appurtenances, a survey shall be performed by the Contractor to confirm that the sag is no less than 5% of the span and to confirm that the minimum vertical clearances from the top of the finished road to the bottom of the traffic appurtenances have been met.

The last character of the span pole identification number shall be stenciled with black paint, unless otherwise specified, on the pole of each span pole. The character shall be 3 in. high and placed approximately 12 in. above the top of the base plate facing the centerline of the roadway.

**Method of Measurement:** The work for span poles will be measured for payment by the number of span poles, of the type specified, completed and accepted in place. The work for span wires will be measured for payment by the actual number of linear feet of steel span wire installed and accepted in place.

**Basis of Payment:** The work for the span poles will be paid for at the Contract unit price each for "32' Steel Span Pole" or "Steel Combination Span Pole", of the type specified, complete in place, which price shall include all equipment, materials, tools and labor incidental to the design, fabrication and installation, of the span pole at the locations specified on the plans. The work for the span wire will be paid for at the Contract unit price per linear foot for "Span Wire", complete in place, which price shall include pole clamps, thimble eyebolts, nuts, washers, cable rings, and all equipment, materials, tools and labor incidental to the design and installation, at the locations shown on the plans.

Pay Item	Pay Unit
32' Steel Span Pole	ea.
Span Wire	1.f.

ITEM #1105001A – 1 WAY, 1 SECTION SPAN WIRE TRAFFIC SIGNAL

ITEM #1105003A – 1 WAY, 3 SECTION SPAN WIRE TRAFFIC SIGNAL

ITEM #1105203A – 1 WAY, 3 SECTION POLE MOUNTED TRAFFIC

SIGNAL

<u>ITEM #1105303A – 1 WAY, 3 SECTION PEDESTAL MOUNTED TRAFFIC SIGNAL</u>

**Article 11.05.03** – Construction Methods:

Add the following paragraph:

Circular indications that have an identification mark (such as an arrow) on the top of the lens shall be installed with that mark at the 12 o-clock position.

Article M.16.06 - Traffic Signals

# **Sub Article 3 - Housing:**

In the last sentence, between the words "housing" and "shall" add "and all internal hardware".

Add the following after the last paragraph.

Each section of the housing shall be provided with a removable visor. The visor shall be the cap type, unless otherwise noted on the plan. The visor shall be a minimum .05 inch (.13 mm) thick. The visor shall be the twist on type and secured to the signal by four equidistant flat tabs screwed to the signal head.

# **Sub Article 4 - Brackets:**

Add the following at the end of the last paragraph:

Install a 2" wide yellow retroreflective strip (Type IV sheeting) along the perimeter of the face of the backplate.

**Delete Sub Article 5** - Optical Unit and **Sub Article 6** - Lamp Socket and replace with the following:

ITEM #1105001A ITEM #1105003A ITEM #1105203A ITEM #1105303A

36-195 234

Optical Unit, Light Emitting Diode:

# (a) General:

Only Optical Units that meet the requirements contained herein supplied by the below manufacturers that have been tested by the Department's Signal Lab will be accepted. Final approval for model numbers will be done at the time of the catalog cut submittals.

Duralight GE Lighting Solutions
Trastar, Inc. Corporate Headquarters

860 N. Dorothy Dr., Suite 600 1975 Noble Road Building 338E Richardson, TX 75081 East Cleveland, OH 44112-6300

Dialight Leotek

1501 Foute 34 South 726 South Hillview Drive Farmingdale, NJ 07727 Milpitas, CA 95035

The materials for Light Emitting Diode (LED), Optical Unit, circular and arrow, shall conform to the following:

- The ITE Performance Specification for Vehicle Traffic Control Signal Heads Light Emitting Diode (LED) Circular Signal Supplement for circular indications dated June 27, 2005.
- The ITE Performance Specification for Vehicle Traffic Control Signal Heads Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement for arrow indications dated July 1, 2007.

Section 4, Adjustable Traffic Signals and General Housing sections of the **Department of Transportation Functional Specifications for Traffic Control Equipment, current edition governs.** Where the Department of Transportation Functional Specifications conflict with this Special Provision or the 2005/2007 ITE Performance Specifications, this Special Provision and the 2005/2007 ITE Performance Specifications shall govern.

The Optical Unit shall have an Incandescent look and be made up of a smooth surfaced outer shell, multiple LED light sources, a filtered power supply and a back cover, assembled into a sealed unit. The Optical Unit shall be certified as meeting the 2005/2007 ITE Specifications by Intertek Testing Services, Inc. (ITSNA, formerly ETL) or another organization currently recognized by the Occupational Safety and Health Administration (OSHA) as a Nationally Recognized Testing

ITEM #1105001A ITEM #1105003A ITEM #1105203A ITEM #1105303A Laboratory (NRTL.) The Optical Unit shall perform to the requirements of the ITE Specification for a minimum of 60 months.

A "Swing Test" will be performed by the Department to ensure no significant dimming or blanking occurs, until the lamp is obscured by the visor. All L.E.D Lamps will be subjected to further field testing for reliable operation.

The Arrow Optical Unit shall be "Omni-Directional" so that it may be oriented in a right, left or straight configuration without degradation of performance.

# (b) Electrical Requirement:

# **Operating voltage:**

80 to 135 Volts AC with cutoff voltage (no visible indication) below 35 Volts AC.

# **Power requirements:**

Circular Indications: 12", (300 mm) – no more than 16 Watts Circular Indications: 8", (200mm) - no more than 16 Watts Arrows Indications: 12", (300mm) - no more than 16 Watts

# **Power Supply:**

Fused and filtered to provide excess current protection and over voltage protection from electrical surges and transient voltages.

## (c) Photometric Requirement:

# **Beam Color:**

Meet 2005/2007 ITE Specifications

## (d) Mechanical Requirements:

## **Diameter:**

The Circular Optical Unit shall fit into standard 12" (300mm) or 8" (200mm) housing. The Arrow Optical Unit shall fit 12" (300mm) housings only.

# **Enclosure:**

UV (Ultraviolet) stabilized polycarbonate back cover.

Clear lens cover for all Red, Yellow and Green Circular Optical Units.

For Arrow Optical Units the arrow indication segment of the lens shall be clear.

Enclosure sealed and waterproofed to eliminate dirt contamination and be suitable for installation in all weather conditions.

Clearly mark on the housing the following information:

- Manufacturer & model number
- Date of manufacture (must be within one year of installation)

The model number shall end with the number of LEDs used to comprise the unit as the last digits of the model number. Example, if the unit comprised of 3 LEDs and the model is x12y, then the new model number shall read x12y3.

ITEM #1105001A ITEM #1105003A ITEM #1105203A ITEM #1105303A

# **Operating temperature:**

Meet 2005/2007 ITE Specification

Wiring: L.E.D. lamps shall have color coded 16 AWG wires for identification of heads as follows:

RED L.E.D. Lamps	RED with WHITE neutral
YELLOW L.E.D. Lamps	YELLOW with WHITE neutral
GREEN L.E.D. Lamps	GREEN or Brown with WHITE neutral
RED L.E.D. ARROWS	RED/WHITE with WHITE neutral
YELLOW L.E.D. ARROWS	YELLOW/WHITE with WHITE neutral
GREEN L.E.D. ARROWS	GREEN/WHITE or BROWN/WHITE with WHITE neutral
GREENYELLOW LE.D ARROWS	GREEN/WHITE or BROWN/WHITE, YELLOW/WHITE, with WHITE
	neutral

Wires shall be terminated with a Block Spade, 6-8 stud/ 16-14 wire size.

All Circular Optical Units shall be supplied with a minimum 40" pigtail and all Arrow Optical Units Supplied with a minimum 60" pigtail.

# Sub Article 9 - Painting:

**Third coat:** Replace the first two sentences with the following:

All brackets and hardware shall be painted yellow by the manufacturer. The color shall be No. 13538, Federal Standard No. 595.

# ITEM #1107007A – PEDESTRIAN PUSHBUTTON AND SIGN (PIEZO)

# **Article 11.07.05: Basis of Payment:**

Insert the following after the word saddle: "Extension Brackets,"

### Article M16.08 - Pedestrian Push Button:

Delete the entire section and replace with the following:

## A. General

- Size and force compliant with ADA, Section 14.2.5, Crossing Controls.
- Tamper-proof, and Vandal-proof, Weatherproof, Freeze-proof, Impact-resistant design and construction.
- Completely insulated to preclude electrical shock under any weather conditions.
- Wire entrance through the rear.
- Stainless steel mounting hardware.

## B. Actuation

- 1. Mechanical:
  - Single momentary contact switch with tactile feedback.
  - Rated at 10 amps, 125 volts.
  - Normally open, closed when actuated.

#### 2. Piezo:

- Either non-movable or minimal movement (< 1/16" (1.6)) pressure activation.
- Audible confirmation beep to correspond with circuit closure.
- Minimum 100,000,000 actuations.

#### C. Housing

- Die cast aluminum meeting requirements of ASTM B85.
- Designed to attach 9" x 12" (230 x 300) four-hole advisory sign.
- Flat back to facilitate surface mount.
- Available hardware to either pedestal top-mount or pole side-mount on diameter range of  $3\frac{1}{2}$ " (89) to 15" (380).
- Available extension bracket of a size indicated on the plan 18" maximum.

#### D. Finish

- Method: Either
  - 1. Painted with 3 coats of infrared oven-baked paint before assembly.
    - Primer: Baked iron oxide which meets or exceeds FS TT-P-636.
    - Second coat: Exterior-baking enamel, light gray, which meets or exceeds FS TT-E-527.
    - Third coat: Exterior-baking enamel, which meets or exceeds FS TT-E-489.
  - 2. Electrostatic powder coated after chemically cleaned.

# Article M.16.08 Painting:

**Third coat:** Replace with the following:

All brackets and hardware shall be painted yellow by the manufacturer. The color shall be No. 13538, Federal Standard No. 595.

# <u>ITEM #1108207A – INSTALL STATE FURNISHED TRAFFIC</u> <u>CONTROLLER AND CABINET</u>

# **Description:**

This item shall consist of installing a traffic controller cabinet, and related equipment, furnished by the State, Department of Transportation, on an existing, modified, or new foundation as indicated on the plans or as directed by the Engineer.

#### Material:

All material for this work shall be furnished by the State except for miscellaneous electrical hardware, such as spade connectors, electrical tape, and cable ties required to complete the installation.

#### **Construction Methods:**

The Contractor shall arrange a schedule to pick up the traffic controller, cabinet, and related material from the Department of Transportation, Signal Lab, located at 280 West Street in Rocky Hill. Contact Mr. Don Assard at (860) 258-0346 or Mr. Mark Zampini at (860) 258-0349, 45 days in advance to schedule pick up of the material. In addition, the Contractor shall telephone 24 hours prior to the scheduled date to confirm the location and time of pick up.

The Contractor shall sign a receipt, listing all material furnished by the State, for each location. All material provided by the State shall be transported, and stored if necessary, with care appropriate for microprocessor electronic equipment. It shall be the Contractors responsibility from the time of pick up until the new controller is in operation according to plan, to repair or replace any material damaged during delivery or during installation.

The Contractor shall develop a schedule of the dates of the installation of each State furnished controller. The Contractor shall keep the Engineer advised of the schedule and any subsequent changes. The Engineer shall notify the D.O.T., District Electrical Maintenance Office and the D.O.T. Signal Lab of the schedule and all changes to the schedule.

It shall be the responsibility of the Contractor to determine the function of existing traffic signal, pedestrian signal and detector cables, which will be reused, so that correct connection to the new controller may be completed.

The cabinet shall be installed on the foundation in accordance with the plans or as directed by the Engineer. Prior to connection of the field wires to the new controller cabinet, the Contractor shall perform the following tests:

1. Flash out all traffic and pedestrian signal field wires. This shall consist of momentarily connecting each to a 110 VAC fused source. This will ensure the signals are connected to the correct wires and there are no shorts in the field wiring.

2. Voltage test all input circuits. This shall consist of measuring all other field wires, such as vehicle detector, pedestrian pushbutton and pre-emption cables with a volt meter to ensure there is no voltage present which will damage the electronic devices.

Only then will existing and new signal wires and detector cables be connected, as indicated in the signal hook up chart provided with each cabinet.

When secondary service is initially applied to a State furnished controller cabinet, the controller unit, conflict monitor, coordination unit and other electronic equipment shall be unplugged. After the signals are flashing, the controller, conflict monitor and other equipment shall be connected, and the intersection placed in automatic operation.

#### **Method of Measurement:**

This work shall be measured for payment by the number of traffic controllers, cabinets and related equipment for each, picked up, installed, operating and accepted in place.

## **Basis of Payment:**

This work will be paid for at the contract unit price each for "INSTALL STATE FURNISHED TRAFFIC CONTROLLER AND CABINET" complete in place, which shall include transportation from the pick up source to the location, storage, all miscellaneous electrical hardware, tools and work incidental thereto.

# ITEM #1111201A - TEMPORARY DETECTION (SITE NO. 1)

# **Description:**

Provide a Temporary Detection (TD) system at signalized intersections throughout the duration of construction, as noted on the contract plans or directed by the Engineer. TD is intended to provide an efficient traffic-responsive operation which will reduce unused time for motorists travelling through the intersection. A TD system shall consist of all material, such as pedestrian pushbutton, accessible pedestrian signal, conduit, handholes, cable, messenger, sawcut, loop amplifier, microwave detector, Video Image Detection System (VIDS), Self-Powered Vehicle Detector (SPVD), and any additional components needed to achieve an actuated traffic signal operation.

# **Materials:**

Material used for TD is either owned by the Contractor and in good working condition, or existing material that will be removed upon completion of the contract. Approval by the Engineer is needed prior to using existing material that will be incorporated into the permanent installation. New material that will become part of the permanent installation is not included or paid for under TD.

#### **Construction Methods:**

The work for this item includes furnishing, installation, relocating, realigning, and maintaining the necessary detection systems as to provide vehicle and pedestrian detection during each phase of construction. If not shown on the plan, program the TD modes (pulse or presence) as the existing detectors or as directed by the Engineer. If the TD method (loops, SPVD, microwave, VIDS, pushbutton, or other) it may be the Contractor's choice. The method chosen for TD must be indicated on the TD Plan submission.

The traffic signal plan-of-record, if not in the controller cabinet will be provided upon request. Ensure the controller phase mode (recall, lock, non-lock) and phase timing are correct for the TD. Adjust these settings as needed or as directed by the Engineer.

At least 30 days prior to implementation of each phase of construction submit a TD proposal to the Engineer for approval. Submit the TD proposal at the same time as the Temporary Signalization plan. Indicate the following information for each intersection approach:

- Phase Mode
- Temporary Detection Method
- Area of Detection
- Detector Mode

Submit the proposed temporary phase timing settings and the TD installation schedule with the TD proposal. See the example below.

**Example Proposed Temporary Detection and Timing** 

**Site 1** Warren, Rt. 45 at Rt. 341, Location #149-201

Approach	Phase	Phase Mode	TD Method	Area of Detection	Det Mode
Rt. 45 NB	2	Min Recall	VIDS	150' from Stop Bar	Pulse
Rt. 45 SB	2	Min Recall	SPVD	150' from Stop Bar	Pulse
Rt. 341	4	Lock	Microwave	30' from Stop Bar	Pulse
Rt. 341	4	Lock	Pushbutton	At SE & SW	n/a
				corners	

Temporary Phase Timing Settings:

Phase	Min	Ped	Ped Clr	Ext	Max 1	Max2	Yel	Red
2	20	0	0	6	45	60	4	1
4	14	7	9	3	27	35	3	1

Scheduled TD: July 4, 2011

**Site 2** Scotland, Rt. 14 at Rt. 97, Location #123-201

Approach	Phase	Phase Mode	TD Method	Area of Detection	Det Mode
Rt. 15 WB	1	Non-Lock	VIDS	5' in front to 10'	Presence
Left Turn				Behind Stop Bar	
Rt. 14 EB	2	Min Recall	Existing	150' from Stop Bar	Pulse
			Loop		
Ped Phase	3	Non-Lock	Pushbutton	At all corners	n/a
Rt. 14 WB	6	Min Recall	VIDS	150' from Stop Bar	Pulse
Rt. 97	4	Lock	Loop, Pre-	20' from Stop Bar	Pulse
			formed		

Temporary Phase Timing Settings:

Phase	Min	Ped	Ped Clr	Ext	Max 1	Max2	Yel	Red
1	5	0	0	2	12	18	3	0
2 & 6	24	0	4	4	26	36	4	1
3	16	7	9	0	16	16	4	1
4	14	7	9	3	27	35	3	1

Scheduled TD: July 4, 2011

When at any time during construction the existing vehicle or pushbutton detection becomes damaged, removed, or disconnected, install TD to actuate the affected approaches. Install and

make TD operational prior to removing existing detection. TD must be operational throughout all construction phases.

Provide a list of telephone numbers of personnel who will be responsible for the TD to the Engineer. If the TD malfunctions or is damaged, notify the Engineer and place the associated phase on max recall. Respond to TD malfunctions by having a qualified representative at the site within three (3) hours. Restore detection to the condition prior to the malfunction within twenty-four (24) hours.

If the Engineer determines that the nature of a malfunction requires immediate attention and the Contractor does not respond within three (3) hours following the initial contact, then an alternative maintenance service will be called to restore TD. Expenses incurred by the State for alternative service will be deducted from monies due to the Contractor with a minimum deduction of \$500.00 for each service call. The alternate maintenance service may be the traffic signal owner or another qualified Contractor.

TD shall be terminated when the detection is no longer required. This may be either when the temporary signal is taken out of service or when the permanent detectors are in place and fully operational.

Any material and equipment supplied by the Contractor specifically for TD shall remain the Contractor's property. Existing material not designated as scrap or salvage shall become the property of the Contractor. Return and deliver to the owner all existing equipment used as TD that is removed and designated as salvage.

## **Method of Measurement:**

Temporary Detection will be paid only once per site as a percentage of the contract Lump Sum price. Fifty percent (50%) will be paid when Temporary Detection is initially set up, approved, and becomes fully operational, and fifty percent (50%) will be paid when Temporary Detection terminates and all temporary equipment is removed to the satisfaction of the Engineer.

# **Basis of Payment:**

This work will be paid at the contract Lump Sum price for "Temporary Detection (Site No.)". The price includes furnishing, installing, relocating, realigning, maintaining, and removing, the necessary detection systems and all incidental material, labor, tools, and equipment. This price also includes any detector mode setting changes, timing or program modifications to the controller that are associated with TD. All Contractor supplied material that will remain the Contractor's property will be included in the contract Lump Sum price for "Temporary Detection (Site No.)." Any items installed for TD that will become part of the permanent installation will not be paid for under this item but are paid for under the bid item for that work.

Pay Item	Pay Unit
Temporary Detection (Site No. 1)	L. S.

# ITEM #1111600A – EXTENSION BRACKET

# ITEM #1112286A – 360 DEGREE CAMERA ASSEMBLY

# <u>ITEM #1112289A – 360 DEGREE CLOSED LOOP SYSTEM VIDEO</u> DETECTION PROCESSOR

# ITEM #1113725A – 23 AWG 4 TWISTED PAIR CATEGORY 6 CABLE

# **Description:**

Furnish and install a 360 Degree Video Image Detection System (360VIDS) as shown on the plans or as directed by the Engineer. The 360VIDS consists of a 360 Degree Camera Assembly (360CA), 360 Degree Closed Loop System Video Detection Processor (360CLSVDP), and 23 AWG 4 Twisted Pair Category 6 Cable. The Extension Bracket will be included on a case-by-case basis.

#### **Materials:**

All hardware shall be new, corrosion resistant. All equipment shall be current production.

# 360 Degree Camera Assembly:

## Camera:

- No-aim, no-focus camera
- Downward facing lens and camera shroud
- Single Power Over Ethernet (POE) connection for power and data collection.
- Color image camera with 360 degree point of view (POV)
- Active picture elements (pixels): 2560 (H) x 1920 (V), minimum.
- Signal to noise ratio: 55dB
- Heated camera
- IP addressable

#### Camera Enclosure:

- Tamper proof constructed of painted or powder coated aluminum of at least 0.25 inch (6.35-mm) thickness.
- IP66-rated camera housing.

## **Camera Mounting Hardware:**

- Swivel bracket for dual plane adjustment for leveling
- Quick connect junction box
- Hybrid terminal junction box with surge.
- Astro-Brac banded bracket
- 34 inch to 78 inch 90 degree mounting arm pole.

#### **Extension Bracket:**

- Single arm [10' (3.0m) or less], or Truss type [10' (3.0m) or greater].
- Length shown on plan.
- Clamp-on attachment to pole shaft 1' (300mm) from top of pole.
- Designed to support minimum 30 lbs. (13.6 Kg), 2 sq. ft. (.2 sq. M) end load with minimal movement from wind.
- Schedule 40, 2" IPS galvanized pipe.
- Heavy duty galvanized finish
- Refer to detail drawing contained herein.

# 360 Degree Closed Loop System Video Detection Processor:

## **Functional:**

- Connectivity: Local Area Network (LAN), Wide Area Network (WAN), Camera interfaces.
- NEMA TS1/TS2, Type 170 and 2070 ATC compatible
- Four (4) USB 3.0 expansion ports.
- Front panel LED indicators displays calls and light states.
- Twenty-four (24) optically isolated I/O interface.
- Two (2) camera ports Up to two (2) 360 Degree Camera Assembly; or one (1) 360 Degree Camera Assembly and four (4) IP video detection camera assembly (IPVDCA) or thermal cameras; or eight (8) IPVDCA or thermal cameras.
- Phase and detection display.
- Wi-Fi capable
- Power 110/220 VAC 50/60 Hz
- Point and click zone drawing feature
- Digital flattening of image
- Omni-directional vehicle tracking
- Virtual pan-tilt-zoom
- Zone level visibility monitoring.
- Monitor phases and loops, generates calls to controllers.
- Support MJPEG video output
- Environmental: -29F to +165F (-34C to +74C), 0-95% non-condensing
- Fail-safe in the event of loss of video from 360CA or loss of power to 360CLSVDP.
- Shall be capable of configuring and adjusting the detection zone with the cabinet mounted VDM.
- Shall collect traffic data such as counts, turning movements, speed, and vehicle classification.
- Storage required to support collection of data.

• Support ability to transmit collected traffic data and alarm events from field devices to remote desktop pc

# **Application Software:**

- Shall be provided at no additional cost
- Shall be capable of searching the network for other 360CLSVDP
- Shall be compatible with Windows operating system supported by the Department.
- Shall maintain an historical log of all configurations when site is modified
- Shall be capable Point and click zone drawing
- Shall feature digital flattening of image
- Shall feature the ability to digitally pan, tilt, and zoom within the camera assembly's field of view without movement of the camera.
- Detection zone data stored in non-volatile memory so that after recovery from power interruption, all parameters are returned to latest settings.
- Shall support the import and export of program database from notebook PC or remote desktop PC. The program database shall also be allowed to be transferred through a USB flash drive.
- Shall be capable of superimposing detection zone on real time video image from selected camera with time stamping capabilities.
- Shall be capable of monitoring real time video and adjusting zones in field or remotely while 360CLSVDP is actuating the traffic controller.
- Shall provide visual confirmation of detection by highlighting detection zone symbols.
- Shall support quad view video monitoring.
- Shall be capable of syncing with a cloud network resource to allow for program database and collected traffic data backup.
- Shall maintain a database of current and historical traffic data, and allow users to run reports against the data to include traffic counts, turning movements, speed, vehicle classification, red/green occupancy, and cycle lengths.
- Shall be capable of displaying data in a graph or chart format.
- Shall be capable of selecting data collection resolution in at least 15, 30, and 60-minute intervals through software.
- Shall provide a means by which alerts can be configured to be delivered to different individuals via email
- Report output formats shall include at minimum PDF, rich text format, and Microsoft Excel formats.

# Physical:

- Either shelf mounted, stand alone design or modular card rack design.
- Aluminum card rack frame capable of accepting four (4) 360CLSVDP modules.
- TS1 harness cable.

- Standard Ethernet and USB connectors for video input and video output.
- Female metal shell connector with latching clamp for NEMA TS 1 detector outputs and inputs.
- LED indications to monitor all detector outputs.
- Side or rear mounted connectors and controls are not allowed on stand alone units
- NEMA FR-4 glassepoxy or equivalent circuit boards.

# **Ethernet Repeater:**

• Utilize Ethernet repeater if CAT6 cable distance is over 328'.

#### **Ethernet Switch:**

- Power Over Ethernet (POE) switch
- Ports for up-to four (4) IPVDCA or thermal cameras.
- Powder coated aluminum.
- Dual purpose LED port lights.
- RJ-45 CAT6 connectivity.
- Environmental: -29F to +165F (-34C to +74C).
- NEMA TS2 compliant.

## Video Encoder:

- Power Over Ethernet (POE)
- Video: H.264 (MPEG-4 Part 10/AVC) Baseline and Main Profile
- Compression: Motion JPEG
- Resolutions: 176x120 to 720x576, 176x120 to 1536x1152 for quad view.
- Frame rate:
  - o H.264: 25/30 (50/60 Hz) fps,
  - o 15fps in quad view in full resolution,
  - o Motion JPEG: 25/30 (50/60 Hz) fps,
  - o 15fps in quad view in full resolution.
- Video Streaming: Multi-stream H.264 and Motion JPEG: One H.264 and one JPEG stream on each channel (8 streams in total) in full frame rate individually configured streams in max. resolution at 25/30 fps; more streams if identical or limited in frame rate/ resolution. Controllable frame rate and bandwidth; VBR/CBR H.264.
- Environmental: -40F to +167F (-40C to +75C), 10-95% non-condensing.
- NEMA TS2 compliant.

#### **Ethernet Protection Module:**

- Either shelf mounted or stand alone design.
- Protect 360CA, IPVDCA, thermal cameras and 360CLSVDP in the event of a surge or lightning.

# **Peripherals:**

• Separable Keypad & Joystick or Computer Mouse including all necessary cables for connectivity to 360CLSVDP.

#### **Environmental:**

- Comply with NEMA TS 2, Section 2 requirements for Controller Assembly.
- Pass following NEMA TS 2 tests and applicable test procedures.
  - Vibration: Section 3.13.3, Section 3.13.8.
  - Shock: Section 3.13.4, Section 3.13.9.
  - Transients, Temperature, Voltage and Humidity: Section 3.13.7.
  - Power Interruption: Section 3.13.10.

# 23 AWG 4 Twisted Pair Category 6 Cable:

- Supply the 360CA power and return the video signal to the 360CLSVDP.
- Outdoor Aerial CAT6 cable with UV insulation.
- Rated for 48VDC
- 250MHZ, shielded, gel-filled (flooded core) direct burial grade.
- Polyethylene insulation.
- Shall be installed continuous between the 360CA and 360CLSVDP.
- Cable shall be installed according to TIA/EIA-568-B.
- Other type cable may be substituted at the request of the 360CLSVDP manufacturer.

# **Documentation: (360CLSVDP and 360CA)**

Provide to the **Department of Transportation Office of Maintenance** three (3) copies of equipment manuals furnished by the manufacturer, which includes the following:

- Installation and operation procedures.
- Performance specifications (functions, electrical, mechanical and environmental) of the unit.
- Schematic diagrams (point to point wiring).
- Pictorial of component layout on circuit board.
- List of replaceable parts including names of vendors for parts not identified by universal part numbers such as JEDEC/RETMA or EIA.
- Troubleshooting, diagnostic and maintenance procedures.

# **Site Survey:**

Perform a site survey with the 360CLSVDP manufacturer representative at all 360VIDS locations prior to installation. The purpose of the survey is to optimize the performance from the 360VIDS equipment when it is installed and insure that it will meet the accuracy requirements specified previously. Prior to installation, submit the results of this survey to the Engineer in a report, which lists all 360VIDS locations with any recommended changes to camera locations, mounting adjustments, camera lens adjustments, and desired detection zone locations

# Warranties and Guarantees: (360CA and 360CLSVDP)

Provide warranties and guarantees to the **Department of Transportation Office of Maintenance** in accordance with Article 1.06.08 of the Standard Specifications. Warranties for all equipment furnished as part of this Contract are to cover a period of 36 months following successful completion of the entire intersection acceptance test.

# **Spares:**

The following spare parts shall be included:

One (1) spare each of the 360 Degree Camera Assembly and 360 Degree Closed Loop System Video Detection Processor under project 0036-0195; 360 Degree Camera Assembly includes the camera, enclosure, brackets used to attach the 360CA to a support structure or extension bracket, hybrid box, documentation, and warrantee necessary to provide the specified video signal to the 360CLSVDP. The spare unit(s) shall be the same manufacturer, model and revision as the equipment supplied for the installation. Refer to Special Provision #0090693A – Spare Parts for further guidance.

## **Construction Methods:**

Install 360VIDS equipment in accordance with the manufacturer instructions and recommendations to achieve the detection zones as shown in the plans and accuracy as described in these specifications. The location of the 360CA shown on the plan may be revised as a result of the Site Survey. Peripherals are to be furnished and fully installed in an easily accessible position within the controller cabinet. Leave proper clearance(s) surrounding video monitor to allow for accessible connections and space to utilize surrounding equipment.

#### **Method of Measurement:**

The 360 degree Camera Assembly will be measured for payment as the number of 360 degree cameras furnished, installed operational and accepted.

The Extension Bracket will be measured for payment as the number of brackets furnished, installed and accepted.

The 360 degree Closed Loop System Video Detection Processor will be measured for payment as the number of units including all additional work and materials listed in Basis of Payment, furnished, installed, operational and accepted.

23 AWG 4 Twisted Pair Category 6 Cable will be measured for payment as linear feet (meters), furnished, installed and accepted.

# **Basis of Payment:**

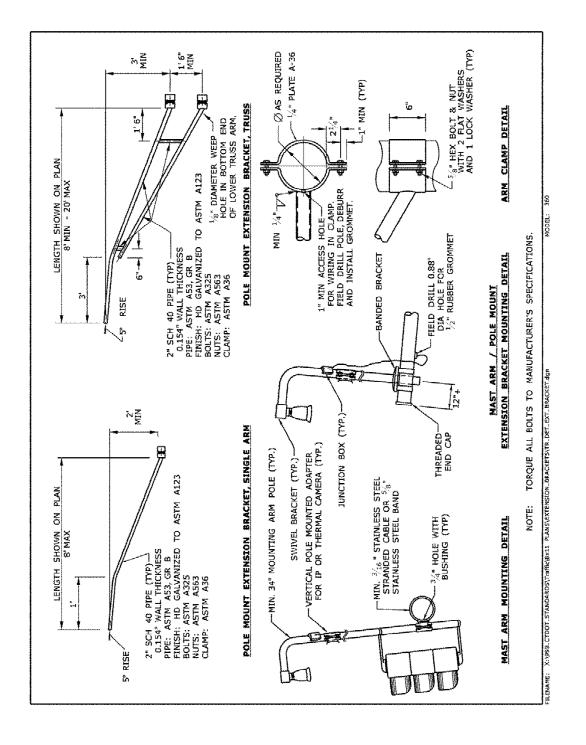
The unit bid price for 360 degree Camera Assembly includes the 360 degree camera, enclosure, brackets used to attach the 360CA to a support structure or extension bracket, documentation, warrantee, labor, tools and equipment necessary to provide the specified video signal to the 360CLSVDP. Spare parts are to be paid for under to Item #0090693A – Spare Parts.

The unit bid price for Extension Bracket includes all labor, tools and equipment necessary to attach the bracket to a pole shaft.

The unit bid price for 360 degree Closed Loop System Video Detection Processor includes the manufacturers' site survey, unlimited number of any necessary 360VIDS configuration software and license, card rack frame, power supply, all miscellaneous hardware such as PC interface cable with connectors, necessary peripherals such as Ethernet repeater, Ethernet switch, video encoder, Ethernet protection module, documentation, warrantee, labor, tools and equipment necessary to make the 360VIDS fully operational. Spare parts are to be paid for under to Item #0090693A – Spare Parts.

The unit bid price for 23 AWG 4 Twisted Pair Category 6 Cable includes all connectors, labor, tools and equipment necessary to install the cable between the 360CA and the 360CLSVDP.

<u>Pay Item</u>	<u>Pay Unit</u>
360 Degree Camera Assembly	Ea.
Extension Bracket	Ea.
360 Degree Video Detection Processor	Ea.
23 AWG 4 Twisted Pair Category 6 Cable	LF



# ITEM #1112284A – VEHICLE DETECTION MONITOR

# **Description:**

Furnish and install a Vehicle Detection Monitor with stand in the Controller Cabinet.

#### Materials:

All hardware shall be new, corrosion-resistant. All equipment shall be current production.

- Compact and easily accessible stand-mounted LCD/ LED Flat Panel Display.
- Diagonal screen size minimum 10 inches and maximum 15 inches.
- Withstand temperatures ranging from -4 to 140°F (-20 to 60°C).
- Operating humidity: 10-90% non-condensing.

#### **Functional:**

- Compatible with Color or Monochrome Detection systems.
- Industrial-grade video panel.
- ANSI contrast ratio of 300:1 minimum.
- Minimum brightness level: 400 candelas per square meter (400 lux).
- Native resolutions: 1024 (horizontal) x 768 (vertical).
- Support both National Television Standards Committee (NTSC) and Phase Alternating Line (PAL) video formats with auto-sensing.
- Minimum viewing angle: 140 degrees horizontally, 120 degrees vertically.
- On-Screen Display (OSD) controls brightness, contrast, color as well as horizontal and vertical positioning.
- Compatible with video detection processor output. Use appropriate converters/ adapters if necessary.
- Operable on 110 VAC or 220 VAC, 50 or 60 Hz.
- FCC, Voluntary Control Council for Interference (VCCI), Electromagnetic Compatibility (EMC), Consumer Electronics (CE) approved, UL listed and Energy Star efficient.
- MTBF Rating: 50,000 hours minimum.

## **Warranties and Guarantees:**

Provide warranties and guarantees to the **Department of Transportation Office of Maintenance** in accordance with Article 1.06.08 of the Standard Specifications. Warranties for all equipment furnished as part of this Contract are to cover a period of 24 months following successful completion of the entire intersection acceptance test.

#### **Method of Measurement:**

The Vehicle Detection Monitor will be measured for payment as the number of units furnished, installed, operational and accepted.

# **Basis of Payment:**

This work will be paid at the Contract unit price for each accepted "Vehicle Detection Monitor," which price shall include the Vehicle Detection Monitor, stand, documentation, warranty, labor, tools and equipment incidental thereto.

Pay Item Pay Unit Vehicle Detection Monitor ea.

## ITEM #1112288A – IP VIDEO DETECTION CAMERA ASSEMBLY

**Description:** Furnish and install an IP (Internet Protocol) Video Detection Camera Assembly (IPVDCA) as shown on the plans or as directed by the Engineer. The IPVDCA consists of an IP Video Detection Camera, lens, enclosure, mounting hardware and equipment necessary to provide the specified video signal to the video detection processor.

**Materials**: All hardware shall be new, corrosion resistant. All equipment shall be current production.

# IP Video Detection Camera Assembly:

#### Camera:

- Use appropriate CS-mount lens to provide adequate detection
- Single Power Over Ethernet (POE) connection for power and data collection
- Color image camera with 360 degree point of view (POV)
- Active picture elements (pixels): 2560 (H) x 1920 (V), minimum
- Heated camera
- IP addressable

#### Camera Enclosure:

- Tamper proof constructed of aluminum
- IP66-rated camera housing

#### Camera Mounting Hardware:

- Swivel bracket for dual plane adjustment for leveling
- Hybrid terminal junction box with surge
- Astro-Brac banded bracket

## Environmental:

- Comply with NEMA TS 2, Section 2 requirements for Controller Assembly
- Pass the following NEMA TS 2 tests and applicable test procedures
  - Vibration: Section 3.13.3, Section 3.13.8
  - Shock: Section 3.13.4, Section 3.13.9
  - Transients, Temperature, Voltage and Humidity: Section 3.13.7
  - Power Interruption: Section 3.13.10

#### **Spares:**

One (1) spare under project 0036-0195. IP Video Detection Camera Assembly includes the camera, enclosure, brackets used to attach the CA to a support structure or extension bracket, documentation, and warrantee necessary to provide the specified video signal to the Video Detection Processor. Spare units shall be the same manufacturer, model and revision as the equipment supplied for the installation. Refer to Special Provision #0090693A – Spare Parts for further guidance.

#### **Construction Methods:**

<u>Site Survey:</u> Perform a Site Survey with the IPVDCA manufacturer's representative for all IPVDCA locations prior to installation. The purpose of the Survey is to optimize the performance of the IPVDCA equipment when it is installed and ensure that it will meet the accuracy requirements specified. Prior to installation, submit the results of the Site Survey to the Engineer in a report which lists all IPVDCA locations with any recommended changes to camera locations, mounting adjustments, camera lens adjustments, and desired detection zone locations. Install IPVDCA equipment in accordance with the manufacturer's instructions and the attached details to achieve the detection zones in the location(s) determined as a result of the Site Survey.

## Documentation: (IPVDCA)

Provide to CTDOT Office of Maintenance three (3) copies of equipment manuals furnished by the manufacturer, including the following:

- Installation and operation procedures
- Performance specifications (functions, electrical, mechanical and environmental) of the unit
- Schematic diagrams (point to point wiring)
- Pictorial of component layout on circuit board
- List of replaceable parts including names of vendors for parts not identified by universal part numbers such as JEDEC/RETMA or EIA
- Troubleshooting, diagnostic and maintenance procedures

# Warranties and Guarantees: (IPVDCA)

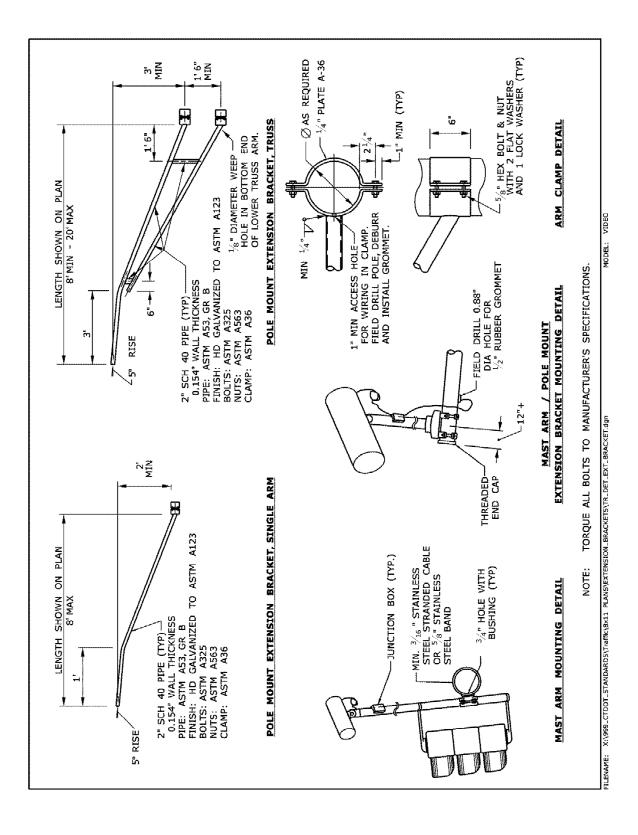
Provide warranties and guarantees to the CTDOT Office of Maintenance in accordance with Article 1.06.08 of the Standard Specifications. Warranties for all equipment furnished as part of this Contract are to cover a period of 36 months following successful completion of the entire intersection acceptance test.

**Method of Measurement:** The IP Video Detection Camera Assembly will be measured for payment as the number of each assembly of IP video cameras, lenses, enclosures and mounting hardware furnished, installed, operational and accepted.

**Basis of Payment**: This item will be paid at the Contract unit price for each "IP Video Detection Camera Assembly" complete and accepted, which price shall include the Site Survey, IP video camera, lens, enclosure, brackets used to attach the IP video camera to a support structure or extension bracket, documentation, warrantee, labor, tools and equipment necessary to provide the specified video signal to the video detection processor. Spare parts are to be paid for under to Item #0090693A – Spare Parts.

Pay Item Pay Unit

IP Video Detection Camera Assembly ea.



# ITEM #1113431A – #16 AWG, 6 TWISTED PAIR, COMMUNICATION CABLE

#### Article M.16.14 - Control Cable

#### 3 - Cable Add the following:

The communication cable shall be solid conductor, shielded, twisted pair with 600 V polyethylene insulation and polyethylene jacket. The 6 Pair Overhead cable shall be figure 8 type with 6650 lb. test, integral messenger and shall conform in all respects to IMSA Specification 20-4. The 6 Pair cable shall conform in all respects to IMSA Specification 20-2. The Contractor shall furnish a manufacturer's warranty that the cable is resistant to damage and deterioration by sustained contact with greases and oil.

### **Article 11.13.03** - Construction Methods Add the following:

Communication cable shall be installed in new and existing conduit, handholes, attached to utility poles or supported on messenger as shown on the plans or as directed by the Engineer. Communication cable shall be installed continuously without splices from termination point to termination point. Cable termination shall be only on an approved termination panel inside the controller cabinet and on terminal blocks inside a cable closure (type A). All cable pairs that enter a controller cabinet and the cable closure shall be terminated as shown on the typical installation plan The pair numbers and colors for traffic signal interconnect are shown on the plans.

The pair overhead cable shall be attached to utility poles indicated on the plans in accordance with the Communications Cable Attachment List. It shall be the Contractors responsibility to coordinate his activities on a continuing basis with each of the involved utility companies. A minimum of 12" (300mm) clearance shall be maintained above the highest existing communication cable (Frontier Communications [formerly AT&T] or CATV). A minimum of 40" (1000mm) clearance shall be maintained below the lowest power cable (Eversource [formerly Northeast Utilities] or United Illuminating) attachment.

The sag shall match that of the next lower communication cable. In no case shall the figure 8 communication cable be allowed to sag into or near existing cables. A Chicago Grip No.1659 or equivalent shall be used to grip the jacketed messenger when pulling and tensioning the figure 8 cable. At corners and ends, the strand shall be dead-ended with strandvises. At corners, the strand shall be cut and the polyethylene jacket removed from the strand. The ends of the strand coming through the chuck of both strandvises shall be overlapped and bonded together using a bolt guy clamp (J1061) or equivalent. At cable closure locations the strand shall be cut and the jacket removed from a sufficient length of strand. A strand vise shall be installed to reattach the strands. This will provide slack in the conductors to properly connect to the terminal blocks without the use of jumpers.

At closures where there is a full cable cut but no branch circuit, bond all the cable shields together.

At branch circuit closures bond the shields of all cables that enter cable closures and ground the shield in the cabinet as shown on the typical installation plan.

Where the support strand will be connected to a vertical grounding conductor and there is no closure near the pole, only the jacket of the strand shall be removed. The jacket around the shield shall not be cut. At the end of each workday notify the electric company to complete the connection to the vertical ground.

Provisions shall be made such that in the event of a cabinet knockdown, wherein accidental overvoltage conditions could be produced in the interconnect cable; the location experiencing the problem will be isolated. No other location shall be damaged. In addition, protective devices shall be furnished and installed by the Contractor to positively isolate and protect the system against damage from lightning.

# Article 11.13.04 - Method of Measurement: Add the following:

3. The quantity of communication cable to be paid for under these items shall be the actual number of linear feet (meters) of the cable specified, installed, tested, terminated at the points specified, and accepted in place.

# **Article 11.13.05** - Basis of Payment: Add the following:

3. Communication Cable shall be paid for at the contract unit price per linear foot (meter) for "#16 AWG, (Type), Communication Cable" which price shall include furnishing, installing, connecting and testing the communication cable of the type specified. The price shall also include standoff brackets; grounding and bonding hardware; overvoltage and lightning protection; furnishing all labor, tools, materials, equipment, storage, transportation and other incidentals necessary to complete the work.

Pay Item	Pay Unit
#16 AWG, (Type), Communication Cable	L.F. (m)

# ITEM #1113506A – RELOCATE INTERCONNECT CABLE

### **Description:**

Relocate existing interconnect cable and cable closure as required to maintain traffic signal coordination during construction. Reinstall interconnect cable in permanent location after construction.

#### **Materials:**

## Interconnect Cable

- Solid conductor, shielded, twisted pair with 600 V polyethylene insulation and polyethylene jacket.
- 12 Pair Figure 8, 6 Pair Figure 8
- Figure 8 type with 6650 lb. (29,600 N) test, integral messenger
- Conform in all respects to IMSA Specification 20-4.
- 6 Pair, 12 Pair Non-figure 8
- Conform in all respects to IMSA Specification 20-2

Furnish to the Engineer a manufacturer warranty that the cable is resistant to damage and deterioration by sustained contact with greases and oil.

#### **Construction Methods:**

Throughout the duration of construction, furnish, install, maintain, relocate, and remove the equipment necessary to maintain existing interconnect to adjacent signals.

Whenever it is necessary to disconnect the cable, notify the Department of Transportation, Traffic Signal Lab (phone 860-258-0347) if the system is State owned, or the municipal Legal Traffic Authority, if the system is Town owned. Provide 48 hours advance notice with the following information:

- Project Number
- Contractor and phone number
- Department of Transportation Inspector and phone number
- Intersection description of traffic signal on either side of the proposed disconnection point. Town, Route number, side street, and location number.

Reconnect the cable no less than 24 hours after disconnection. Notify the Traffic Signal Lab (State system) or The LTA (Town system) to verify communication has been reestablished.

#### Aerial

The existing interconnect is Figure 8, Twisted Pair, Communication Cable, attached to utility poles and to "I" beams of overpass bridge structures.

If disconnection cannot be made at a closure where there is a full cable cut, install a Cable Closure (Type A). Cut the cable one conductor at a time to prevent shorting. Where additional cable is necessary to maintain communication, install it from closure to closure. Connect the new cable to the existing, color to color, on terminal blocks inside the closure. Splices outside the closure will not be allowed. Bond the strand and the shield at all new closures.

Existing interconnect cable shall be removed from existing United Illuminating and Frontier Communications owned utility poles as indicated on the Traffic Signal Plan immediately after UI has relocated power cables and topped the poles. Existing poles cannot be removed until existing interconnect has been relocated. Relocate cable as shown on the Traffic Signal Plan.

Keep utility representatives apprised of all work on utility poles. Attach all interconnect cable a minimum 12 inches (0.3 m) above the highest communication cable attachment (Frontier Communications [formerly AT&T] or Cable TV) and a minimum 40 inches (1 m) below the lowest power company attachment. Match the sag of the next lowest communication cable. Do not allow the interconnect cable to sag into, or come in contact with other cables.

#### **Method of Measurement:**

This work will be measured as Lump Sum when all relocation work is completed and the interconnect cable is in the permanent location and communication between the traffic controller and the Operations Center is reestablished.

### **Basis of Payment:**

This work will be paid for at the contract unit price per lump sum for "Relocate Interconnect Cable" which price shall include all materials, re-enterable splice enclosure, tools, equipment, labor and work incidental to relocate and reinstall the interconnect cable to a permanent condition. Additional necessary interconnect cable, cable closures conduit and handholes that will remain, as the permanent installation will be paid for under the appropriate item.

# ITEM #1113550A – DETECTOR CABLE (OPTICAL)

#### **SYSTEM DESCRIPTION:**

The emergency vehicle traffic signal priority control system shall enable designated vehicles to remotely cause the traffic signal controller to advance to and/or hold a desired traffic signal display by using existing controller functions. The control shall be effective for a range of 12M (40 feet) to 548M (1,800 feet ) along an unobstructed "line of sight" path.

The system shall consist of the following components:

- Vehicle Emitter: mounted on the emergency vehicle shall transmit optical energy signals only in the forward direction. Optical emitters must be capable of activating other major manufacturers' optical detectors.
- Phase Selector: shall cause the signal controller to advance to and/or hold the desired traffic signal display for the emergency vehicle. A pre-emption system chassis shall house two phase selectors.
- C. Optical Detector: mounted on or near a traffic signal shall receive the optical energy signals generated by the vehicle emitter. Optical detectors must be capable of receiving other major manufacturers' optically emitted signals.
  - Detector (Type A) 1 Direction, 1 Channel
     Detector (Type B) 2 Direction, 1 Channel

  - 3. Detector (Type C) 2 Direction, 2 Channel
- D. Detector Cable (Optical)

#### **System Component:**

- D. Detector Cable (Optical)
- 1. 3 Conductor cable with shield and ground wire.
- 2. AWG #20 (7x28) stranded.
- 3. Individually tinned copper strands.
- 4. Conductor insulation: 600 volt, 75 deg. C (167 F.).
- 5. 1 conductor yellow, 1 conductor blue, 1 conductor orange.
- Aluminized mylar shield tape or equivalent. 6.
- 7. AWG #20 (7x28) stranded uninsulated drain wire
- 8. DC resistance not to exceed 11.0 ohms per 305M(1000 feet).
- 9. Capacitance from one conductor to other two conductors and shield not to exceed 157pf/M (48 pf./ft.).
- Jacket: 600 volts, 80 deg. C (176 F.), minimum average wall thickness 1.14mm 10. (.045").
- Finished O.D.: 7.62mm (0.3") max. 11.

# **Construction Methods:**

All equipment except the vehicle emitter assembly shall be installed and wired in a neat and orderly manner in conformance with the manufacturers' instructions. Detector cables shall be installed continuous with no splices between the optical detector and the AEC.

## **Method of Measurement:**

Detector Cable (Optical) will be measured by the number of linear feet supplied, installed and accepted.

# **Basis of Payment:**

Payment for Detector Cable (Optical) will include the item unit cost, including the cost of installation.

Pay Item	Pay Unit
Detector Cable (Optical)	L.F.

# ITEM #1114201A – AUXILIARY EQUIPMENT CABINET

### **Description:**

Furnish and install an Auxiliary Equipment Cabinet (AEC), on a traffic control cabinet at the location shown on the plans and in accordance with the conditions set forth.

#### **Materials:**

- Conform to NEMA 3R enclosure specifications
- Type 5052-H32, 3.175mm (0.125") sheet aluminum
- Finish painted in accordance with the current D.O.T. specifications of Traffic Control Cabinets
- Seams continuously welded and ground smooth
- Dimensions as shown on D.O.T. Standard Sheets
- Door secured with Corbin lock Ct. # 2.
- Continuous door hinge, 2.4mm (0.093") thick aluminum with 0.64mm (0.025") stainless steel hinge pin
- Door sealed with oil resistant gasket
- Back panel approximately 330mmH X 229mmW (13"H X 9"W)
- Rust and corrosion resistant mounting hardware
- Screened Vent

#### **Construction Methods:**

Mount the AEC on the left side of the controller cabinet, when facing the door. Confirm that the inside of the cabinet wall is clear, so that the installation of the AEC will not damage any equipment inside the controller cabinet. Drill a 25mm (1") hole in the back of the AEC and through the side of the controller cabinet. Install a close nipple through the 25mm (1") hole. Apply clear silicon caulk to both ends of the close nipple. Tighten lock-nuts and fiber bushings. Apply additional caulk if necessary to prevent moisture from entering controller cabinet and auxiliary equipment cabinet.

#### **Method of Measurement:**

This item shall be measured for payment by the actual number of Auxiliary Equipment Cabinets installed and accepted on traffic control cabinets.

#### **Basis of Payment:**

This item shall be paid for at the contract unit price each for "Auxiliary Equipment Cabinet" which price shall include mounting hardware, close nipple, insulated bushings, tools, and incidentals.

# <u>ITEM #1118012A – REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT</u>

Section 11.18: Replace the entire section with the following:

# **11.18.01 – Description:**

Remove all abandon traffic signal equipment. Restore the affected area. Where indicated on the plans remove and reinstall existing traffic signal equipment to the location(s) shown.

### 11.18.02 - Materials:

The related sections of the following specifications apply to all incidental and additional material required for the proper relocation of existing equipment and the restoration of any area affected by this work.

- Division III, "Materials Section" of the Standard Specifications.
- Current Supplemental Specifications to the Standard Specifications.
- Applicable Special Provisions to the Standard Specifications.
- Current Department of Transportation, Functional Specifications for Traffic Control Equipment.

## **Article 11.18.03 - Construction Methods:**

Schedule/coordinate the removal and/or relocation of existing traffic signal equipment with the installation of new equipment to maintain uninterrupted traffic signal control. This includes but is not limited to vehicle signals and detectors, pedestrian signals and pushbuttons, co-ordination, and pre-emption.

## **Abandoned Equipment**

The contract traffic signal plan usually does not show existing equipment that will be abandoned. Consult the existing traffic signal plan for the location of abandoned material especially messenger strand, conduit risers, and handholes that are a distance from the intersection. A copy of the existing plan is usually in the existing controller cabinet. If not, a plan is available from the Division of Traffic Engineering upon request.

Unless shown on the plans it is not necessary to remove abandoned conduit in-trench and conduit under-roadway

When a traffic signal support strand, rigid metal conduit, down guy, or other traffic signal equipment is attached to a utility pole, secure from the pole custodian permission to work on the pole. All applicable Public Utility Regulatory Authority (PURA) regulations and utility company requirements govern. Keep utility company apprised of the schedule and the nature of the work.

Remove all abandoned hardware, conduit risers, and down guys, Remove anchor rods, to 6" (150mm) below grade.

When underground material is removed, backfill the excavation with clean fill material. Compact the fill to eliminate settling. Remove entirely the following material: pedestal foundation; controller foundation; handhole; pressure sensitive vehicle detector complete with concrete base. Unless otherwise shown on the plan, remove steel pole and mast arm foundation to a depth of 2 feet (600mm) below grade. Restore the excavated area to a grade and condition compatible with the surrounding area.

- If in an unpaved area apply topsoil and establish turf in accordance with Section 9.44 and Section 9.50 of the Standard Specifications.
- If in pavement or sidewalk, restore the excavated area in compliance with the applicable Sections of Division II, "Construction Details" of the Standard Specifications.

# Relocated Equipment

In the presence of the Engineer, verify the condition of all material that will be relocated and reused at the site. Carefully remove all material, fittings, and attachments in a manner to safeguard parts from damage or loss. Replace at no additional cost, all material which becomes damaged or lost during removal, storage, or reinstallation.

## Salvage Equipment

Salvage Material	Stock No.	Value
Controller Cabinet, Complete including but not limited to the following:	330-03-7010	\$ 500.00
Conflict Monitor Coordination Equipment Vehicle Detection Equipment		
Controller Unit	330-03-7005	\$ 500.00

All material not listed as salvage becomes the property of the Contractor. Properly handle, transport, then dispose in a suitable dump or recycle this material. Comply with all Federal and State hazardous waste laws and regulations.

In the presence of the Engineer, verify the condition and quantity of salvage material prior to removal. After removal transport and store the material protected from moisture, dirt, and other damage. Coil and secure copper cable separate from other cable such as galvanized support strand.

Within 4 working days of removal, return the State owned salvage material to the Department of Transportation Stores warehouse listed below. Supply all necessary manpower and equipment to load, transport, and unload the material. The condition and quantity of the material after unloading will be verified by the Engineer.

DOT Salvage Store #134 660 Brook Street Rocky Hill, CT Contact Materials Management Salvage Coordinator, at (860) 258-1980, at least 24 hours prior to delivery.

## Municipal Owned Traffic Signal Equipment

Return all municipal owned material such as pre-emption equipment to the Town.

#### **Article 11.18.04 – Method of Measurement:**

This work will be measured as a Lump Sum.

## **Article 11.18.05 – Basis of Payment:**

This work will be paid for at the contract lump sum price for "Removal and/or Relocation of Traffic Signal Equipment" which price shall include relocating signal equipment and associated hardware, all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading of signal equipment/materials designated for salvage and all equipment, material, tools and labor incidental thereto. This price shall also include removing and disposing of traffic signal equipment not to be salvaged and all equipment, material, tools and labor incidental thereto.

Payment is at the contract lump sum price for "Removal and/or Relocation of Traffic Signal Equipment" inclusive of all labor, vehicle usage, storage, and incidental material necessary for the complete removal of abandoned equipment/material and/or relocation of existing traffic signal equipment/material. Payment will also include the necessary labor, equipment, and material for the complete restoration of all affected areas.

A credit will be calculated and deducted from monies due the Contractor equal to the listed value of salvage material not returned or that has been damaged and deemed unsalvageable due to the Contractor's operations.

Pay Item Pay Unit

Removal and/or Relocation of Traffic Signal Equipment L.S.

# ITEM #1118051A - TEMPORARY SIGNALIZATION (SITE NO. 1)

## **Description:**

Provide Temporary Signalization (TS) at the intersections shown on the plans or as directed by the Engineer.

- 1. Existing Signalized Intersection: Keep each traffic signal completely operational at all times during construction through the use of existing signal equipment, temporary signal equipment, new signal equipment, or any combination thereof once TS has started as noted in the section labeled Duration.
- 2. Unsignalized Intersection: Provide TS during construction activities and convert the temporary condition to a permanent traffic signal upon project completion. Furnish, install, maintain, and relocate equipment to provide a complete temporary traffic signal, including but not limited to the necessary support structures, electrical energy, vehicle and pedestrian indications, vehicle and pedestrian detection, pavement markings, and signing.

#### **Materials:**

- Pertinent articles of the Standard Specifications
- Supplemental Specifications and Special Provisions contained in this contract

#### **Construction Methods:**

## Preliminary Inspection

In the presence of the Engineer and a representative from the DOT Electrical Maintenance Office (Town representative for a Town owned signal), inspect and document the existing traffic signal's physical and operational condition prior to Temporary Signalization. Include but do not limit the inspection to the following:

- Controller Assembly (CA)
  - Controller Unit (CU)
  - Detection Equipment
  - Pre-emption Equipment
  - Coordination Equipment
- Vehicle and Pedestrian Signals
- Vehicle and Pedestrian Detectors
- Emergency Vehicle Pre-emption System (EVPS) \*
- Interconnect Cable and Splice Enclosures
- Support Structures
- Handholes, Conduit and Cable

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It may be necessary to repair or replace equipment that is missing, damaged, or malfunctioning. Develop a checklist of items for replacement or repair after the inspection. If authorized by the Engineer, this work will be considered "Extra Work" under Article 1.09.04.

Rev. Date 1/13

\* At a State owned signal the EVPS equipment is usually owned by the municipality. It is recommended to apprise the municipality of the inspection schedule and results.

## TS Plan

At least 30 days prior to implementation of each stage, submit a 1:40 (1:500 metric) scale TS plan for each location to the Engineer for review and comment. Include but do not limit the plan to the following:

- Survey Ties
- Dimensions of Lanes, Shoulders, and Islands
- Slope Limits
- Clearing and Grubbing Limits
- Signal Phasing and Timing
- Location of Signal Appurtenances such as Supports, Signal Heads, Pedestrian Push buttons, Pedestrian Signals
- Location of Signing and Pavement Markings (stop bars, lane lines, etc.)
- Location, method, and mode of Temporary Detection

Review of the TS plan does not relieve the Contractor of ensuring the TS meets the requirements of the MUTCD. A copy of the existing traffic signal plan for State-owned traffic signals is available from the Division of Traffic Engineering upon request. Request existing traffic signal plans for Town-owned traffic signals from the Town. Do not implement the TS plan until all review comments have been addressed.

#### Earthwork

Perform the necessary clearing and grubbing and the grading of slopes required for the installation, maintenance, and removal of the TS equipment. After TS terminates restore the affected area to the prior condition and to the satisfaction of the Engineer.

## Maintenance and Protection of Traffic

Furnish, install, maintain, relocate, and remove signal-related signing (lane-use, signal ahead, NTOR, etc.) and pavement markings as needed. Install, relocate, and/or remove equipment in a manner to cause no hazard to pedestrians, traffic or property. Maintain traffic as specified in the Special Provisions "Prosecution and Progress" and "Maintenance and Protection of Traffic."

## Electrical Service and Telephone Service at Existing Signalized Intersections

If the electrical service or the telephone service source must be changed or relocated make all arrangements with the utility company and assume all charges. The party previously responsible for the monthly payment of service shall continue to be responsible during TS.

## Electrical Service at Unsignalized Intersections

Assume all charges and make all arrangements with the power company, including service requests, scheduling, and monthly bills in accordance with Section 10.00.12 and Section

10.00.13 of the Standard Specifications,. A metered service is recommended where TS equipment will be removed when no longer needed.

## Temporary Signalization

Furnish, install, maintain, relocate, and remove existing, temporary, and proposed traffic signal equipment and all necessary hardware; modify or furnish a new CA; reprogram the CU phasing and timing; as many times as necessary for each stage/phase of construction to maintain and protect traffic and pedestrian movements as shown on the plans or as directed by the Engineer.

### *Inspection*

When requested by the Engineer, the TS will be subject to a field review by a representative of the Division of Traffic Engineering and/or the Town, which may generate additional comments requiring revisions to the temporary signal.

#### Detection

Provide vehicle detection on the existing, temporary, and/or new roadway alignment for all intersection approaches that have existing detection, that have detection in the final condition as shown on the signal plan, or as directed by the Engineer. Keep existing pedestrian pushbuttons accessible and operational at all times during TS. Temporary Detection is described and is paid for under Item # 11112XXA - Temporary Detection (Site No. X)

#### Emergency Vehicle Pre-emption System (EVPS)

Furnish, install, maintain, relocate, and remove the equipment necessary to keep the existing EVPS operational as shown on the plan. Do not disconnect or alter the EVPS without the knowledge and concurrence of the Engineer and the EVPS owner. Schedule all EVPS relocations so that the system is out of service only when the Contractor is actively working. Ensure EVPS is returned to service and is completely operational at the end of the work day. Keep the EVPS owner apprised of all changes to the EVPS.

#### Coordination

Furnish, install, maintain, relocate, and remove the equipment necessary to keep the intersection coordinated to adjacent signals as shown on the plan. Do not disconnect the interconnect without the approval of the Engineer.

- <u>Closed Loop System</u>: If it is necessary to disconnect the communication cable, notify the Engineer and the Bridgeport Operation Center (BOC) or the Newington Operation Center (NOC) prior to disconnect and also after it is reconnected.
- <u>Time Base System:</u> Program and synchronize all Time Clock/Time Base Coordination (TC/TBC) units as necessary.

#### Maintenance

Once TS is in effect, assume maintenance responsibilities of the entire installation in accordance with Section 1.07.12 of the Standard Specifications. Notify the Engineer for the

project records the date that Temporary Signalization begins. Notify the following parties that maintenance responsibility has been transferred to the Contractor:

Signal Owner

CT DOT Electrical Maintenance Office or Town Representative Local Police Department

Provide the Engineer a list of telephone numbers of personnel who will be on-call during TS. Respond to traffic signal malfunctions by having a representative at the site within three hours from the initial contact. Within twenty-four (24) hours have the traffic signal operating according to plan.

If the Engineer determines that the nature of a malfunction requires immediate attention and/or the Contractor does not respond within three (3) hours, then an alternate maintenance service will be called to repair the signal. Expenses incurred by the alternate maintenance service for each call will be deducted from monies due to the Contractor with a minimum deduction of \$1,000. The alternate maintenance service may be the owner of the signal or another qualified electrical contractor.

## **Duration**

Temporary Signalization shall commence when any existing signal equipment is disturbed, relocated, or altered based on the inspection checklist in any way for the TS.

For intersections with a State furnished controller, TS terminates when the inspection of the permanent signal is complete and operational and is accepted by the Engineer. For intersections with a Contractor furnished controller, Temporary Signalization terminates at the beginning of the 30 day test period for the permanent signal.

## <u>Ownership</u>

Existing equipment, designated as salvage, remains the property of the owner. Salvable equipment will be removed and delivered to the owner upon completion of use. Temporary equipment supplied by the Contractor remains the Contractor's property unless noted otherwise.

## **Method of Measurement:**

Temporary Signalization shall be paid only once per site on a percentage of the contract Lump Sum price. Fifty percent (50%) shall be paid when TS is operational as shown on the plan or to the satisfaction of the Engineer. Fifty percent (50%) shall be paid when TS terminates.

#### **Basis of Payment:**

This work shall be paid at the contract Lump Sum price for "Temporary Signalization (Site No.)" for each site. This price includes the preliminary inspection, TS plan for each stage/phase, furnishing, installing, maintaining, relocating and revising traffic signal equipment, controller assembly modifications, controller unit program changes such as phasing and timing, removing existing, temporary, and proposed traffic signal equipment, arrangements with utility

companies, towns or cities including the fees necessary for electric and telephone service, clearing and grubbing, grading, area restoration and all necessary hardware, materials, labor, and work incidental thereto.

All material and work for signing and pavement markings is paid for under the appropriate Contract items.

All material and work necessary for vehicle and pedestrian detection for TS is paid for under item 11112XXA - Temporary Detection (Site No. X).

All Contractor supplied items that will remain the Contractor's property shall be included in the contract Lump Sum price for "Temporary Signalization."

Any items installed as part of the permanent installation are not paid for under this item but are paid for under the bid item for that work.

Pay Item	Pay Unit
Temporary Signalization (Site No. 1)	L.S.

# ITEM #1118301A – RELOCATE PRE-EMPTION SYSTEM (SITE NO. 1)

# **Description:**

Relocate existing town owned emergency vehicle pre-emption system (EVPS) (either optical or siren) as shown on the plan or as directed by the Engineer. The EVPS equipment includes but is not limited to the following material:

- Optical Detectors
- Siren Detectors
- Phase Selectors
- System Chassis
- Auxiliary Equipment Cabinets (AEC)
- Confirmation Light
- Detector Cable (where practical)

Install new cable from the controller to the pre-emption detectors where the existing cable cannot be practically relocated.

#### Material:

All material is existing except for miscellaneous hardware necessary for reinstallation (e.g. changing detector attachment from span wire to mast arm) and the Detector Cable.

#### Miscellaneous Hardware:

- 1. Mounting hardware designed and manufactured specifically for use with the existing EVPS.
- 2. Corrosion and rust resistant.

#### Detector Cable (Optical):

- 1. 3-Conductor cable with shield and ground wire.
- 2. AWG #20 (7x28) stranded.
- Individually tinned copper strands.
   Conductor insulation: 600 volt, 167° F (75 deg. C).
- 5. 1 Conductor-yellow; 1 Conductor-blue; 1 Conductor-orange.
- 6. Aluminized mylar shield tape or equivalent.
- 7. AWG #20 (7x28) stranded uninsulated drain wire
- 8. DC resistance not to exceed 11.0 ohms per 1000 feet (305M).
- 9. Capacitance from one conductor to other two conductors and shield not to exceed 157pf/M (48 pf./ft.).
- 10. Jacket: 600 volts, 176° F (80 deg. C), minimum average wall thickness 0.045"
- 11. Finished O.D.: 0.3" (7.62mm) max.

#### Detector Cable (Audio):

- 1. 2-Conductor cable with shield and ground wire.
- 2. AWG #14.
- 3. IMSA Spec 50-2 Detector Lead-In.

#### **Construction Methods:**

Conduct an initial evaluation test before removal and a final test after reinstallation. Thirty days prior to disconnection and removal of the existing pre-emption equipment, test and verify that the system is operational as shown on the plan. The thirty days is intended to provide the EVPS owner an opportunity to correct and resolve any deficiencies identified during the test. If during the thirty days the owner repairs, replaces, or corrects any malfunctioning, disconnected, or missing components, re-test that feature prior to removal. The contractor is not responsible to correct any part of the EVPS that is found to be malfunctioning, disconnected, or missing during the initial test. If the contractor is to assume maintenance responsibility of the traffic signal during Temporary Signalization, the EVPS equipment will not be included. Maintenance responsibility remains with the owner.

#### **EVPS Test Procedure**

- 1. Notify the system owner/user, such as the municipal fire chief or public works director, of the scheduled inspection.
- 2. Request a fire department representative and an emergency vehicle, which has an activation device to conduct the test. If not available, the contractor shall provide an activation device.
- 3. In the presence of the Engineer and the municipal representative, test each preempted approach with the emergency vehicle. Test the following items of the system:
  - \* Confirm that the emitter or siren activates the phase selector and the phase selector activates the correct pre-emption input to the controller.
  - \* Confirm adequate range. The traffic signal must be pre-empted to green sufficiently in advance of the emergency vehicle arrival. The vehicle emitter or siren shall initiate pre-emption at a minimum distance of 548.6M (1800 feet). Exception: An obstructed line-of-sight may reduce the minimum distance. Town concurrence is required.
  - \* Confirm there are no false calls. Keep the emitter or siren active as the emergency vehicle passes through the intersection. No other detectors shall activate
- 4. Document the test. Provide the Engineer and the municipality copies of the test results. Attached is a sample test procedure form.

Keep the appropriate fire department official apprised of when (day and time) the system is disconnected and taken out of operation.

Store all pre-emption equipment intended for re-installation in a suitable location to prevent damage from elements and construction activities. Return all pre-emption equipment not intended for re-installation to the Town.

Mount the AEC on the left side of the controller cabinet, when facing the door. Confirm that the inside of the cabinet wall is clear, so that the installation of the AEC will not damage any equipment inside the controller cabinet. Drill a 25mm (1") hole through the side of the controller cabinet. Install a close nipple through the 25mm (1") hole. Apply clear silicon caulk to both ends of the close nipple. Tighten lock-nuts and fiber bushings. Apply additional caulk if necessary to prevent moisture from entering the controller cabinet and the AEC.

Re-install and wire the pre-emption equipment in a neat and orderly manner, as shown on the plan or as directed by the Engineer. Pre-emption detector locations shown on the plan are for illustration purposes only. Field locate the detectors for the best possible line-of-sight. Install the detector cables continuous with no splices between the optical detector and the AEC. Make all connections from the phase selector to the "D" harness and to the cabinet wiring at the pre-emption termination panel.

Conduct a final test, identical to the initial test, to verify that the EVPS is as operational as before removal. If the initial test was not conducted, it is assumed the EVPS was fully operational as shown on the plan. The Contractor is then responsible for all damaged; faulty; missing; and replacement material necessary to restore the EVPS to fully operational.

If a malfunction is found other than identified during the initial test, or the system needs adjustment (such as range, emitter intensity, or detector location), schedule a follow-up test. Repeat the test procedure for all approaches that did not pass.

Notify the appropriate fire department official that the EVPS has been re-installed and is operational.

If not present in an existing traffic controller cabinet install a pre-emption disconnect switch. When switched off, the traffic controller shall not be affected by EVPS calls.

#### **Method of Measurement:**

Work under this item is measured as Lump-Sum per site. Detector Cable shall be measured by the number of linear feet (meters) supplied and installed.

## **Basis of Payment:**

This work shall be paid at the contract Lump Sum price for "Relocate Pre-Emption System (Site No.)" for each site. This item shall include all prior testing, removal, storage, re-installation, final testing, any corrective adjustments, replacement components if necessary, documentation, disconnect switch if necessary, and all necessary hardware, materials, labor and work incidental thereto.

All material and work necessary for installing detector cable is paid for under item 111355XA – Detector Cable (Optical).

Pay Item	Pay Unit
Relocate Pre-emption System (Site No. 1)	L.S.

### **EVPS TEST PROCEDURE**

2 7 1 2 1 2 2 1 1 1 1 0 0 2 2 0 1 1 2	
Confirm that the emitter or siren activates the phase selector and the	
phase selector activates the correct pre-emption input to the controller.	
Confirm adequate range.	
Confirm there are no false calls.	

# <u>ITEM #1206023A - REMOVAL AND RELOCATION OF EXISTING SIGNS</u>

Section 12.06 is supplemented as follows:

# **Article 12.06.01 – Description is supplemented with the following:**

Work under this item shall consist of the removal and/or relocation of designated side-mounted extruded aluminum and sheet aluminum signs, sign posts, sign supports, and foundations where indicated on the plans or as directed by the Engineer. Work under this item shall also include furnishing and installing new sign posts and associated hardware for signs designated for relocation.

# **Article 12.06.03 – Construction Methods is supplemented with the following:**

The Contractor shall take care during the removal and relocation of existing signs, sign posts, and sign supports that are to be relocated so that they are not damaged. Any material that is damaged shall be replaced by the Contractor at no cost to the State.

Foundations and other materials designated for removal shall be removed and disposed of by the Contractor as directed by the Engineer and in accordance with existing standards for Removal of Existing Signing.

Sheet aluminum signs designated for relocation are to be re-installed on new sign posts.

## **Article 12.06.04 – Method of Measurement is supplemented with the following:**

Payment under Removal and Relocation of Existing Signs shall be at the contract lump sum price which shall include all extruded aluminum and sheet aluminum signs, sign posts, and sign supports designated for relocation, all new sign posts and associated hardware for signs designated for relocation, all extruded aluminum signs, sheet aluminum signs, sign posts and sign supports designated for scrap, and foundations and other materials designated for removal and disposal, and all work and equipment required.

## Article 12.06.05 – Basis of Payment is supplemented with the following:

This work will be paid for at the contract lump sum price for "Removal and Relocation of Existing Signs" which price shall include relocating designated extruded aluminum and sheet aluminum signs, sign posts, and sign supports, providing new posts and associated hardware for relocated signs, removing and disposing of foundations and other materials, and all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading of extruded aluminum signs, sheet aluminum signs, sign posts, and sign supports designated for scrap and all equipment, material, tools and labor incidental thereto.

Pay ItemPay UnitRemoval and Relocation of Existing SignsL.S.

# <u>ITEM #1208931A – SIGN FACE - SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)</u>

# ITEM #1208932A – SIGN FACE - SHEET ALUMINUM (TYPE IV RETROREFLECTIVE SHEETING)

Section 12.08 is supplemented and amended as follows:

#### 12.08.01—Description:

Add the following:

This item shall also include field testing of metal sign base posts as directed by the Engineer.

#### 12.08.03—Construction Methods:

Delete the last sentence and add the following:

Metal sign base posts shall be whole and uncut. Sign base post embedment and reveal lengths shall be as shown on the plans. The Contractor shall drive the metal sign base posts by hand tools, by mechanical means or by auguring holes. If an obstruction is encountered while driving or placing the metal sign base post, the Contractor shall notify the Engineer who will determine whether the obstruction shall be removed, the sign base post or posts relocated, or the base post installation in ledge detail shall apply. Backfill shall be thoroughly tamped after the posts have been set level and plumb.

**Field Testing of Metal Sign Posts:** When the sign installations are complete, the Contractor shall notify the Engineer the Project is ready for field testing. Based on the number of posts in the Project, the Engineer will select random sign base posts which shall be removed by the Contractor for inspection and measurement by the Engineer. After such inspection is completed at each base post location, the Contractor shall restore or replace such portions of the work to the condition required by the Contract. Refer to the table in 12.08.05 for the number of posts to be field tested.

#### 12.08.04—Method of Measurement:

Add the following:

The work required to expose and measure sign base post length and embedment depth using field testing methods, and restoration of such work, will not be measured for payment and shall be included in the general cost of the work.

#### 12.08.05—Basis of Payment:

Replace the entire Article with the following:

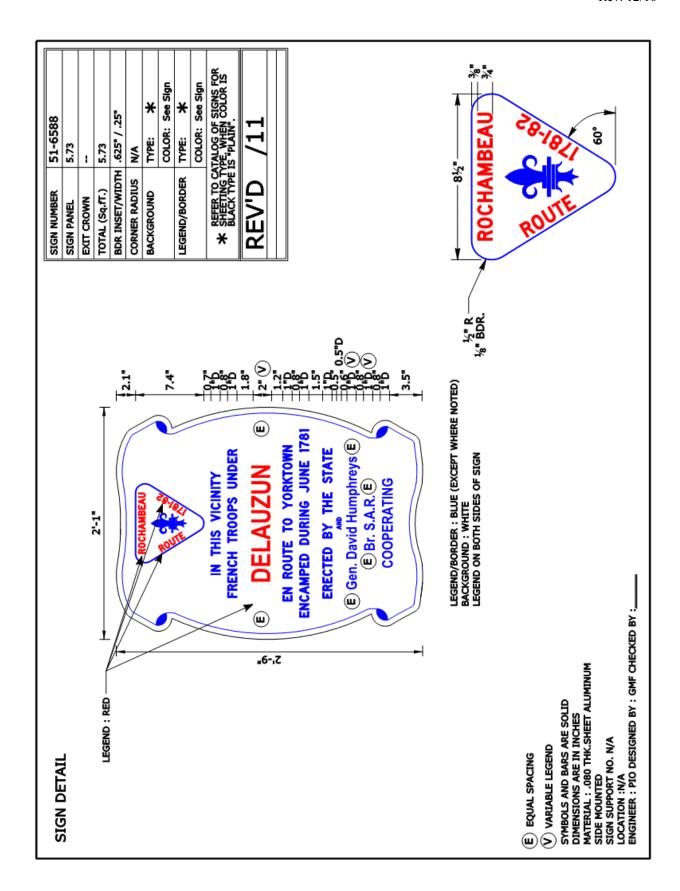
This work will be paid for at the Contract unit price per square foot for "Sign Face - Sheet Aluminum" of the type specified complete in place, adjusted by multiplying by the applicable Pay Factor listed in the table below. The price for this work shall include the completed sign, metal sign post(s), span-mounted sign brackets and mast armmounted brackets, mounting hardware, including reinforcing plates, field testing, restoration and replacement of defective base post(s), and all materials, equipment, and work incidental thereto.

**Pay Factor Scale:** Work shall be considered defective whenever the base post length or base post embedment depth is less than the specified length by more than 2 inches. If the number of defects results in rejection, the Contractor shall remove and replace all metal sign base posts on the Project, at no cost to the Department.

Number of Posts to be Tested and Pay Factors (Based on Number of Defects)

Number of Posts in				
Project =>	51-100	101-250	251-1000	>1000
Sample Size=>	5 Posts	10 Posts	40 Posts	60 Posts
0 Defects	1.0	1.0	1.025	1.025
1 Defect	0.9	0.95	0.975	0.983
2 Defects	Rejection	0.9	0.95	0.967
3 Defects	Rejection	Rejection	0.925	0.95
4 Defects	Rejection	Rejection	0.9	0.933
5 Defects	Rejection	Rejection	Rejection	0.917
6 Defects	Rejection	Rejection	Rejection	0.9
7 or more Defects	Rejection	Rejection	Rejection	Rejection

Note: Projects with 50 or fewer posts will not include field testing.



# <u>ITEM #1803072A – TYPE B IMPACT ATTENUATION SYSTEM</u> (MEDIAN/GORE)

**Description:** Work under this item shall consist of furnishing and installing an impact attenuation system at the location shown on the plans.

**Materials:** The impact attenuation system shall be selected from the Department's Qualified Products List for Type B Impact Attenuation Systems (Median/Gore) for the compatible guiderail type. All posts shall be steel except when wood posts are required by the Manufacturer. Type III reflective sheeting shall meet the requirements of Section M18.09.

Construction Methods: The impact attenuation system shall be installed as shown on the plans and in accordance with the Manufacturer's requirements. Reflective sheeting shall be installed on the nose of the impact attenuation system.

**Method of Measurement:** This work shall be measured for payment by the number of Type B Impact Attenuation Systems (Median/Gore) installed and accepted.

**Basis of Payment:** The impact attenuation system will be paid for at the Contract unit price for each "Type B Impact Attenuation System (Median/Gore)." This price shall include all materials, site preparation, reflective sheeting, equipment, tools and labor incidental to complete the installation.

Pay Item Pay Unit Type B Impact Attenuation System (Median/Gore) ea.

# **PERMITS AND/OR REQUIRED PROVISIONS:**

The following Permits and/or Supplemental to Form 817 and Required Provisions follow this page and are hereby made part of this Contract.

# • PERMITS AND/OR PERMIT APPLICATIONS

Permit Name
DEEP General Stormwater and Dewatering from
Construction Activities Permit

**Issue Date/Status**Registration is prior to Notice to Proceed

• Construction Contracts - Required Contract Provisions (FHWA Funded Contracts)

79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

# **Bureau of Materials Management and Compliance Assurance**

#### **Notice of Permit Authorization**

November, 08 2017

John S. Dunham STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 359 S MAIN ST THOMASTON, CT 06787-1804

Subject: General Permit Registration for the Discharge of Stormwater and Dewatering

Wastewaters from Construction Activities

Application NO.: 201706711

## John S. Dunham:

The Department of Energy and Environmental Protection, Water Permitting and Enforcement Division of the Bureau of Materials Management and Compliance Assurance, has completed the review of the Intersection of Derby Milford Rd and Route 34 (located at , Derby) registration for the General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities, effective 10/1/13 (general permit) . The project is compliant with the requirements of the general permit and the discharge(s) associated with this project is (are) authorized to commence as of the date of this letter. Permit No. GSN003225 has been assigned to authorize the stormwater discharge(s) from this project.

Questions can be emailed to deep.stormwater@ct.gov.



General Permit Registration Form for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities, effective 10/1/13 (electronic form)

Prior to completing this form, you **must** read the instructions for the subject general permit at <u>DEEP-WPED-INST-015</u>.

This form must be filled out electronically before being printed. You must submit the registration fee along with this form.

The <u>status of your registration</u> can be checked on the DEEP's ezFile. Portal. Please note that DEEP will no longer mail certificates of registration.

CPPU USE ONLY				
App #:				
Doc #:				
Check #:				
Program:	Stormwater			

#### Part I: Registration Type

Select the appropriate boxes identifying the registration type and registration deadline.

Registration Type		Registration Timeline			
	Re-registration Existing Permit No. GSN  New Registration Registration Registration Registration Refer to Section 2 of the permit for definitions of Locally		On or before February 1, 2014*  *Note: Failure to renew a permit by this date will require submission of new registration.  Re-registrants must only complete Parts I, II, III, IV - Question 1, VII and submit Attachment A.		
			New registration - Sixty (60) days prior to the initiation of the construction activity for:  For sites with a total soil disturbance area of 5 or more acres		
<b>✓</b>			<b>V</b>	New registration - Sixty (60) days prior to the initiation of the construction activity for:  Sites with a total disturbance area of one (1) to twenty (20) acres except those with discharges to impaired waters or tidal wetlands	
	Exempt and Locally Approvable Projects)	✓ Locally Exempt Size of soil disturbance: 2.75		New registration - Ninety (90) days prior to the initiation of the construction activity for:  (i) Sites with a total soil disturbance area greater than twenty (20) acres, or  (ii) Sites discharging to a tidal wetland (that is not fresh-tidal and is located within 500 feet), or  (iii) Sites discharging to the impaired water listed in the "Impaired Waters Table for Construction Stormwater Discharges"	

#### Part II: Fee Information

New Registrations
· · · · · · · · · · · · · · · · · · ·
a. Locally approvable projects (registration only):
b. Locally exempt projects (registration and Plan):
$\checkmark$ \$3,000 total soil disturbance area $\ge$ one (1) and < twenty (20) acres.
$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $
\$5,000 total soil disturbance ≥ fifty (50) acres.
2. Re-Registrations
\$625 (sites previously registered prior to September 1, 2012)
so (sites previously registered between to September 1, 2012 and effective date of this permit)
Total Fee: \$3,000.00
The fees for municipalities shall be half of those indicated in subsections (a), (b) and (c) above pursuant to Section 22a-6(b) of the Connecticut General Statutes. State and Federal agencies shall pay the full fees specified in this subsection. The registration will not be processed without the fee. The fee shall be non-refundable and shall be paid by certified check or money order payable to the Department of Energy and Environmental Protection.
- opa. u og,

#### Part III: Registrant Information

- If a registrant is a corporation, limited liability company, limited partnership, limited liability partnership, or a statutory trust, it must be registered with the Secretary of the State. If applicable, the registrant's name shall be stated **exactly** as it is registered with the Secretary of the State. This information can be accessed at **CONCORD**
- If a registrant is an individual, provide the legal name (include suffix) in the following format: First Name; Middle Initial; Last Name; Suffix (Jr, Sr., II, III, etc.).

1.	Registrant /Client Name: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION				
	Registrant Type: State Agency				
	Secretary of the State business ID #:				
	Mailing Address: 359 S MAIN ST				
	City/Town: THOMASTON	State: CT Zip Code: 06787			
	Business Phone: (203) 591-3540 ext.:				
	Example:(xxx) xxx-xxxx				
	Contact Person: John S. Dunham	Title: District Engineer			
	E-Mail: john.s.dunham@ct.gov				
2.	List billing contact:				
	Name: STATE OF CONNECTICUT DEPARTMENT OF TRANSP	ORTATION			
	Mailing Address: 359 S MAIN ST				
	City/Town: THOMASTON	State: CT Zip Code: 06787			
	Business Phone: (203) 591-3540 ext.:	<u></u>			
	Contact Person: John S. Dunham	Title: District Engineer			

3.	List primary contact for departmental correspon	dence and inq	uiries:			
	Name: STATE OF CONNECTICUT DEPARTMENT OF TR	RANSPORTATION				
	Mailing Address: 359 S MAIN ST					
	City/Town: THOMASTON	State: 0	СТ	Zip Code: 06787		
	Business Phone (203) 591-3540	ext.				
	Contact Person: John S. Dunham	Title: Di	istrict Eng	ineer		
4.	List owner of the property on which the activity v	vill take place:				
	Name: STATE OF CONNECTICUT DEPARTMENT OF TR	RANSPORTATION	I			
	Mailing Address: 2800 Berlin Tpke					
	City/Town: Newington	State: 0	СТ	Zip Code: 06111		
	Business Phone: (860) 594-2451	ext.				
	Contact Person: Thomas Melzen			_		
5.	List preparer:					
	Name: STATE OF CONNECTICUT DEPARTMENT OF TR	RANSPORTATION				
	Mailing Address: 2800 BERLIN TPKE					
	City/Town: NEWINGTON	State: 0	СТ	Zip Code: 06111		
	Business Phone: (860) 594-2582	ext.				
	Contact Person: VITALIJ STAROVEROV	Title: PI	ROJECT E	ENGINEER		
6.	List design professional:					
	Name: KLEINFELDER NORTHEAST, INC.					
	Mailing Address: 500 Enterprise Dr - Suite 4B					
	City/Town: Rocky Hill	State: 0	СТ	Zip Code: 06067		
	Business Phone: (860) 563-7775	ext.				
	Contact Person: ALBERT BISACKY	Title:		_		
7.	List Reviewing Qualified Professional (for locally	approvable pr	roiects o	nlv):		
	Name:		,	,		
	Mailing Address:					
	City/Town:	State:		Zip Code:		
	Puningg Phone:	ext.				
	Contact Person:	Title:		-		
				_		
Pá	art IV: Site Information					
- :	1. Site Name: Intersection	on of Derby Milford	d Rd and R	oute 34		
	Street Address or Description of Location:					
	City/Town: Derby	State: c	T Z	Zip Code:		
	Brief Description of construction activity:					
	Project 36-195 - Widening of Derby-Milford Road to acco					
	exclusive right turn lane and also a 2-lane approach into the intersection from Sentinel Hill Road.					
	Project Start Date: 2 Apr 2018 Anticipated Completion Date: 30 Nov 2018					
	Normal working hours: 7 AM to 5 PM					

2.	. MINING: Is the activity on the site in question part of mining operations (i.e. sand and gravel)?	□Yes	√No		
	If yes, mining is not authorized by this general permit. You must submit the Registration Form for the General Permit for the Discharge of Stormwater Associated with Industrial Activity.				
3.	<b>COMBINED OR SANITARY SEWER:</b> Does all of the stormwater from the proposed activity discharge to a combined or sanitary sewer (i.e. a sewage treatment plant)?	☐ Yes	√No		
	If yes, this activity is not regulated by this permit. Contact the Water Permitting & Enforcement Division at 860-424-3018.				
4.	INDIAN LANDS: Is or will the facility be located on federally recognized Indian lands?	Yes	√No		
5.	COASTAL BOUNDARY: Is the activity which is the subject of this registration located				
	within the coastal boundary as delineated on DEEP approved coastal boundary maps?	☐ Yes	✓No		
	The coastal boundaries fall within the following towns: Branford, Bridgeport, Chester, Clinton, Dar East Haven, East Lyme, Essex, Fairfield, Greenwich, Groton (City and Town), Old Lyme, Guilford Ledyard, Lyme, Madison, Milford, Montville, New London, New Haven, North Haven, Norwalk, Nor Old Saybrook, Orange, Preston, Shelton, Stamford, Stonington (Borough and Town), Stratford, V West Haven, Westbrook and Westport.	, Hamde wich,	en,		
	If "yes", and this registration is for a new authorization or a modification of an existing authorization physical footprint of the subject activity is modified, you must provide documentation to the DEEF Island Sound Programs or the local governing authority has issued a coastal site plan approval or project is exempt from coastal site plan review. Provide this documentation with your registration See guidance in Appendix D of the general permit. Information on the coastal boundary is available town hall or on the Connecticut Coastal Resources Map . Additional DEEP Maps and Public available by contacting DEEP Staff at 860-424-3555.	Office of determines Attack	of Long ned the hment B. e local		
6.	ENDANGERED OR THREATENED SPECIES:				
	der to be eligible to register for this General permit, each registrant must either perform a self-assessment, in a limited one-year determination, or obtain a safe-harbor determination regarding threatened and angered species. This may include the need to develop and implement a mitigation plan. While each native has different limitations, the alternatives are not mutually exclusive; a registrant may register for this eral Permit using more than one alternative, See Appendix A of the general Permit. Each registrant must be bette this AND Attachment C to this Registration form and a registrant who does not or cannot do so is not be to register under this General Permit.				
	Each registration must perform a review of the Department's Natural Diversity Database maps to a site of the construction activity is located within or in proximity (within ¼ mile) to a shaded area.	determin	e if the		
	a. Provide the date of the NDDB maps were reviewed: 2 Jun 2017 (Print a copy of the NDDB since it must be submitted with this registration as part of Attachment C.)	map you	viewed		

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b.	For a registrant using a limited one-year determination or safe harbor determination to register for this General Permit, provide the Department's Wildlife Division NDDB identification number for any such determination:						
	(The number is on the determination issued by the Department's Wild	life Division).					
sec	For more information on threatened and endangered species requirements, refer to Appendix A and section 3(b)(2) of this General Permit, Visit the DEEP website at <u>Natural Diversity Data Base</u> or call the NDDB at 860-424-3011.						
C.	I verify that I have completed Attachment C to this Registration Form.	✓ Yes					
7.	WILD AND SCENIC RIVERS: Is the proposed project within the watershed of a designated						
	Wild and Scenic River? ( See Appendix H for guidance)	☐ Yes ✓ No					
8.	8. AQUIFER PROTECTION AREAS: Is the site located within a mapped						
	Aquifer Protection Area, as defined in Section 22a-354h of the CT General Statutes?						
	(For additional guidance, please refer to Appendix C of the General Permit)	☐ Yes ☑ No					
9.	Connecticut Guidelines for Soil Erosion and Sediment Control Guidelines: Is the a	activity in					
ac	accordance with Connecticut Guidelines for Soil Erosion and Sediment Control Guidelines and local erosion						
& s	sediment control ordinances, where applicable?	✓ Yes   No					
	HISTORIC AND/OR ARCHAEOLOGICAL RESOURCES:						
Ha	is the site of the proposed activity been reviewed (using the process outlined in Appendix G	of this permit)					
for	historic and/or archaeological resources?	✓ Yes  ☐ No					
	a. The review indicates the proposed site does not have the potential for						
	historic/ archaeological resources, OR	✓ Yes   No					
	b. The review indicated historic and/ or archaeological resource potential exists						
	and the proposed activity is being or has been reviewed by the Offices of						
	Culture and Tourism, OR	NA ☐ Yes ✓ No					
	c. The proposed activity has been reviewed and authorized under an						
	Army Corps of Engineers Section 404 wetland permit.	NA ☐ Yes ✓ No					
11	. CONSERVATION OR PRESERVATION RESTRICTION:						
ls t	he property subject to a conservation or preservation restriction?	☐ Yes ✓ No					
If Yes, proof of written notice of this registration to the holder of such restriction or a letter from the holder of such restriction verifying this registration is in compliance with the terms of the restriction, must be submitted as Attachment D.							

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## Table 1

Outfall #	a) Type	b) Pipe Material	c) Pipe Size	d) Note: To find lat/long, go to:  CT ECO . A decimal format is required here. Directions on how to use CT ECO to find lat. /long. and conversions can be found in in Part V, section d of the DEEP-WPED-INST-015.		e) What method was used to obtain your latitude/longitude information?	
				Longitude (Format: -xx.xxxxx)	Latitude (Format: xx.xxxxx)		
EO-1	Pipe	Concrete	36"	-73.064523	41.307652	ezFile Portal Map	

#### Table 2

Provide the following information about the receiving water(s)/wetland(s) that receive stormwater runoff from your site, either directly or through the storm sewer system:							
Outfall #	Dates when this outfall will be active:	a) To what system or receiving water does your stormwater runoff discharge? either "storm sewer or wetlands" or "waterbody" (If you select storm sewer or wetlands, columns c.1&2 of this table are not required to be completed)	b) What is your watershed ID (freshwater) or 305b ID (estuary)? (Section 3.b, of the DEP-GP-INST-015 explains how to find this information)	c.1) Is your receiving water identified as an impaired water in the "Impaired Waters Table for Construction Stormwater Discharges"?	If you answered yes to question c.1, then answer the question below c.2) Has any Total Maximum Daily Load (TMDL) been approved for your receiving waterbody?	For the drainage area associated with each outfall:  Effective Impervious Area Before Construction (sq ft)	For the drainage area associated with each outfall:  Effective Impervious Area After Construction (sq ft)
FO-1	Start: 2 Apr 2018 End: 30 Nov 2018	Waterbody	412	_ Y ✓ N _ NA	□Y□N☑NA	42515	51052
	Start: End:	Select One		□ Y □ N □ NA	□ Y □ N □ NA		
	Start: End:	Select One		□ Y □ N □ NA	□ Y □ N □ NA		
	Start: End:	Select One		□ Y □ N □ NA	□ Y □ N □ NA		
	Start: End:	Select One		□ Y □ N □ NA	□ Y □ N □ NA		
Provide the total effective impervious area for the entire site(sq ft):				42515	51052		

## Part V: Stormwater Discharge Information (continued)

-	<b>red waters:</b> If you answered "yes" to Table 2, question 2.c.1, <b>verify</b> that the project's Pollution addresses the control measures below in Question 1 or 2, as appropriate.	Control Plan
1. If t	the impaired water does not have a TMDL, confirm compliance by selecting 1.a. or 2.b. below	<b>/</b> :
a. I <b>OR</b>	No more than 3 acres is disturbed at any time;	Yes
b. \$	Stormwater runoff from a 2 yr, 24 rain event is <b>retained.</b>	Yes
	the impaired water has a TMDL, confirm compliance by selecting 2.a. and 2.b. below and either or 2.c.2. below:	er question
	The Plan documents there is sufficient remaining Waste Load Allocations (WLA) in the TMDL for the proposed discharge,	Yes
AND		
b. (	Control measures shall be implemented to assure the WLA will not be exceeded,	Yes
	1. Stormwater discharges will be monitored for the indicator pollutant identified in the TMDL,	Yes
2	2. The Plan documents specific requirements for stormwater discharges specified in the TMDL.	☐ Yes

#### Part VI: Pollution Control Plan Availability (check one of the following four categories)

V	I am registering a Locally Exempt project and submitting the required electronic Plan (in Adobe <sup>™</sup> PDF or similarly publically available format) pursuant to Section 3(c)(2)(E) of this permit.
	Plan is attached to this registration form Plan is available at the following Internet Address (URL):
	I am registering a Locally Approvable project and have chosen not to submit the Plan with this registration pursuant to Section 3(c)(1) of this permit.
	I am registering a Locally Approvable project and have chosen to make my Plan electronically available pursuant to Section $4(c)(2)(N)$ of this permit.
	Plan is attached to this registration form Plan is available at the following Internet Address (URL):
	I am registering a Locally exempt project and do not have the capability to submit the Plan electronically. Therefore, I am submitting a paper copy with this registration as Attachment E.

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#### Part VII: Registrant Certification

The registrant *and* the individual(s) responsible for actually preparing the registration must sign this part. A registration will be considered incomplete unless all required signatures are provided.

For New Registrants:		
"I hereby certify that I am making this certification in connection with a registration under such general		
permit, submitted to the commissioner by E OF CONNECTICUT DEPARTMENT OF TRANSPORTA for an activity		
located at , Derby, C		
and that all terms and conditions of the general permit are be initiated and such activity is eligible for authorization under s		
place to ensure that all terms and conditions of this general p		
authorized by this general permit at the site. I certify that the		
is on complete and accurate forms as prescribed by the com		
that I have personally examined and am familiar with the infor	·	
certification, including but not limited to all information descri	( / ( / ( )	
and I certify, based on reasonable investigation, including my obtaining such information, that the information upon which t		
complete to the best of my knowledge and belief. I certify tha	·	
accordance with Section 3(b) (8) (B) of this general permit. I		
with such general permit is submitted in accordance with and		
Section 22a-430b of Connecticut General Statutes, as amen		
that knowingly making any false statement made in the subm punishable as a criminal offense, including the possibility of f	,	
of the Connecticut General Statutes and any other applicable		
or the common of the control of the		
For Boundaries		
For Re-registrants:		
"I hereby certify that I am making this certification in connect		
for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities, submitted to the commissioner by for an activity located at		
and that all terms and conditions of the general permit are be		
initiated and such activity is eligible for authorization under such permit. I further certify that all designs		
and plans for such activity meet the current terms and conditions of the general permit in accordance with Section $5(b)(5)(C)$ of such general permit and that a system is in place to ensure that all terms and		
conditions of this general permit will continue to be met for all discharges authorized by this general permit		
at the site. I verify that the registration filed pursuant to this general permit is on complete and accurate		
forms as prescribed by the commissioner without alteration of their text. I certify that I have personally		
examined and am familiar with the information that provides the basis for this certification, including but not		
limited to all information described in Section 3(b)(8)(A) of si		
reasonable investigation, including my inquiry of those individual that the information upon which this verification is based is tri		
knowledge and belief. I also understand that knowingly making		
information and in this certification may be punishable as a c		
and imprisonment, under Section 53a-157b of the Connecticution	- · · · · · · · · · · · · · · · · · · ·	
Signature of Registrant		
John S. Dunham	District Engineer	
Name of Registrant (print or type)	Title (if applicable)	
Signature of Preparer and Date (if different than above)		
VITALIJ STAROVEROV	PROJECT ENGINEER	

Title (if applicable)

of 12

Name of Preparer (print or type)

# Part VIII: Professional Engineer (or Landscape Architect, where appropriate) Design Certification (for publically approvable and exempt projects)

The following certification must be signed by a Professional Engineer, or Landscape Architect where appropriate.

I hereby certify that I am a	licensed in the State of Connecticut.			
am making this certification in connection with a registration under such general permit, submitted to the commissioner by STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION for an activity located at				
, Derby, CT certify that I have thoroughly and completely reviewed the				
project or activity covered by this certification. I further certify, based on such review and on the standard of care for such projects, that the Stormwater Pollution Control Plan has been prepared in accordance with the Connecticut Guidelines for Soil Erosion and Sediment Control, as amended, the Stormwater Quality Manual, as amended, and the conditions of the general permit, and that the controls required for such Plan are appropriate for the site. I further certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining such information, that the information upon which this certification is based is true, accurate and complete to the best of my knowledge and belief. I also understand that knowingly making any false statement in this certification may subject me to sanction by the Department and/or be punishable as a criminal offense, including the possibility of fine and imprisonment, under Section 53a-157b of the Connecticut General Statutes and any other applicable law."				
Signature of Design Professional and Date				
ALBERT BISACKY	0014856			
Name of Professional (print or type)	License Number			
Affix P.E/L.A Stamp Here				

Part IX: Reviewing Qualified Professional Certification
The following certification must be signed by a) a Conservation District reviewer OR, b) a qualified soil erosion and sediment control and/ or professional engineer

Review Certification by Conservation District:	
1.) District:	
Date of Affirmative Determination:	
"I am making this certification in connection with a registration under General Permit	
of Stormwater and Dewatering Wastewaters from Construction Activities, submitted to by	the commissioner
located at	<u>.</u>
I have personally examined and am familiar with the information that provides the basis for this certification, and I affirm, based on the review described in Section 3(b	1)(11)(C) of this
general permit and on the standard of care for such projects, that the Stormwater Poll	
adequate to assure that the activity authorized under this general permit will comply w	ith the terms and
conditions of such general permit and that all stormwater management systems: (i) ha control pollution to the maximum extent achievable using measures that are technologic	
economically practicable and that conform to those in the Guidelines and the Stormwa	
(ii) will function properly as designed; (iii) are adequate to ensure compliance with the	e terms and
conditions of this general permit; and (iv) will protect the waters of the state from pollu	tion."
Signature of District Professional and Date	
Name of District Dysfeedings License Number (if applicable)	<b>A</b>
Name of District Professional License Number (if applicable)	)
Or	
Review Certification by Qualified Professional:	
Company Name:	
Name:	
License #:	
Level of independency of professional:	
Required for all projects disturbing over 1 acre:	
1. I verify I am not an employee of the registrant.	☐ Yes
2. I verify I have no ownership interest of any kind in the project for which the	
registration is being submitted.	☐ Yes
Required for projects with 15 or more acres of site disturbance (in addition	to questions 1&2):
<ol><li>I verify I did not engage in any activities associated with the preparation, plann engineering of the soil erosion and sediment control plan or stormwater manage for this registrant.</li></ol>	
ior the registrant.	☐ Yes
4. I verify I am not under the same employ as any person associated with the preparation or engineering of the soil erosion and sediment control plan or stormy systems plan for this registrant.	
Systems plan for this registrant.	☐ Yes

### Part IX: Reviewing Qualified Professional Certification (continued)

"I hereby certify that I am a qualified professional engineer or qualified soil erosion and sediment control professional, or both, as defined in the General Permit for Discharge of Stormwater and Dewatering Wastewaters from Construction Activities and as further specified in Sections 3(b)(11)(A) and (B) of such general permit. I am making this certification in connection with a registration under such general permit, submitted to the commissioner by for an activity located at I have personally examined and am familiar with the information that provides the basis for this certification, including but not limited to all information described in Section 3(b)(11)(C) of such general permit, and I certify, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining such information, that the information upon which this certification is based is true, accurate and complete to the best of my knowledge and belief. I certify, based on my review of all information described in Section 3(b)(11)(C) of such general permit and on the standard of care for such projects, that I have made an affirmative determination in accordance with Sections 3(b)(11)(D)(i) and (ii) of this general permit. I understand that this certification is part of a registration submitted in accordance with Section 22a-430b of Connecticut General Statutes, as amended by Public Act 12-172, and is subject to the requirements and responsibilities for a qualified professional in such statute. I also understand that knowingly making any false statement in this certification may be punishable as a criminal offense, including the possibility of fine and imprisonment, under Section 53a-157b of the Connecticut General Statutes and any other applicable law."		
Signature of Reviewing Qualified Professional		
Name of Reviewing Qualified Professional	License No.	
Affix P.E./ L.A. Stamp Here		

Note: Please submit the fee along with a completed, printed and signed Registration Form and all additional supporting documents to:

CENTRAL PERMIT PROCESSING UNIT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
79 ELM STREET
HARTFORD, CT 06106-5127

## STORMWATER POLLUTION CONTROL PLAN

Operational Improvements on Route 34 at Derby-Milford Road Derby, CT

State Project No.: 0036-0195

EzFile No. 27338

## **Connecticut Department of Transportation**



August 2017

This Stormwater Pollution Control Plan (SPCP) is prepared to comply with the requirements for the General Permit for Stormwater Discharges (GPSD) from Construction Activities. Also to be considered part of the SPCP are the proposed construction plans, special provisions, and the Connecticut Department of Transportation's "Standard Specifications for Roads, Bridges and Incidental Construction" (Form 817) including supplements thereto and the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control

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## 1. Site Description

## **Site Description**

The purpose of this project is to improve overall safety and capacity at the intersection of Derby-Milford Road and Route 34.

Derby-Milford Road is a two lane roadway which intersects Route 34 across from Sentinel Hill Road forming a four-legged signalized intersection. It is a locally owned urban minor arterial road. It has been observed that during peak hours the vehicle queue on Derby-Milford Road extend from Route 34 approximately 700 feet from the intersection. Route 34 is a four-lane median divided urban principal arterial with opposing exclusive left turn lanes. The project area is considered urban, with residential areas beyond the state highway.

This project consists of the construction of a right turn lane on Route 34 onto Derby-Milford Road by extending the edge of road to the south. Widening proposed on Derby-Milford Road will accommodate a three-lane approach to Route 34. A two-lane approach into the intersection from Sentinel Hill Road is also included in the overall construction. These additional lanes will reduce congestion and improve overall operations.

A minor retaining wall will also be needed for roadway support on the southeastern side of the intersection. The improvements also include modifying the turn radius for right turning vehicles from Route 34 onto Derby-Milford Road. Signal improvements will be required at the intersection to accommodate the two new left turn lanes on Derby-Milford Road. The existing guiderail on Derby-Milford Road will be replaced to meet current standards. Some vegetation will be evaluated for removal to improve sight lines at the intersection.

The project is not within an Aquifer Protection Area (APA) or a public water supply watershed. The outfall within the project site (EO-1) does not flow into any impaired waters, nor does it discharge into any rivers that are within the National Wild and Scenic River System. Also there are no known endangered or threated species present (NDDB Determination No: 201608601).

Some factors that affect the project site's ability for stormwater infiltration will include limited rights-of-way, engineering compliance and roadway safety considerations.

### **Estimated Disturbed Area**

The total area for this project is **4.33** acres. Of this area, **2.75** acres will be disturbed by construction activities (\*denotes disturbance activity). Please see the following table for area breakdowns:

Locations	Total Acres
Post Construction Grass/Wooded Pervious Area*	1.75
Undisturbed Grass/Wooded Pervious Area	0.43
Post Construction Full Depth Bituminous Pavement*	0.78
Post Construction Gravel*	0.09
Post Construction Concrete Apron and Sidewalks*	0.03
Driveways*	0.10
Post Construction Mill and Pave (Bit. Pavement)	1.09
Residential Home	0.06
	4.33

## **Estimated Runoff Coefficient**

#### Preconstruction

The runoff coefficient assumed for bituminous and concrete pavement is 0.90 and the coefficient for the residential home is 1.00. For existing gravel driveways, a coefficient of 0.40 is used and for all grass/wooded areas 0.20 is assumed.

The preconstruction pervious area is the total site area minus the existing bituminous pavement and residential home as shown below:

$$4.33 \ acres - (1.71 \ acres + 0.06 \ acres) = 2.56 \ acres - .07 \ acres \ Gravel = 2.49 \ acres$$

The preconstruction estimated runoff coefficient is as follows:

$$\frac{(2.49ac. \times 0.20) + (1.71ac. \times 0.90) + (0.07ac. \times 0.40) + (0.06ac. \times 1.00)}{2.49ac. + 1.71ac. + 0.07ac. + 0.06ac.} = 0.49$$

#### Post Construction

The runoff coefficient assumed for bituminous and concrete pavement is 0.90, the coefficient for the residential home is 1.00, and the coefficient for gravel driveways is 0.40. For the pervious areas, a coefficient of 0.20 was assumed.

The post construction pervious areas is the total site area minus full depth bituminous pavement, concrete truck turning apron, milling and paving area, driveways, and the residential area.

```
4.33 \ acres - (0.78 \ ac + 0.03 \ ac + 1.09 \ ac + 0.10 \ ac + 0.06 \ ac)
= 2.27 acres -.09 acres Gravel = 2.18 acres
```

The post construction estimated runoff coefficient is as follows:

```
(2.18ac. \times 0.20) + (0.78ac. \times 0.90) + (0.03ac. \times 0.90) + (1.10ac. \times 0.90) + (0.10ac. \times 0.90) + (0.06ac. \times 1.00) + (0.06ac. \times 1.00) + (0.09ac. \times 0.40)
= (0.09ac. \times 0.40)
= 0.54
```

The estimated runoff coefficients, with the corresponding contributing areas, are shown in Appendix A. Runoff Coefficient values were estimated by land use and surface material type from Table 6-3, 6-4 and 6-5 from CTDOT Drainage Manual.

### **Receiving Waters**

The name of the local receiving water is an unnamed small tributary that leads to Twomile Brook; which drains to the Housatonic River. Runoff not filtered through ground infiltration will sheet flow into Twomile brook as it exist today.

## **Extent of Wetlands on Site**

Within the project site there are no or very limited wetlands and no flood plain areas. Wetland areas may be present at outfall locations outside of the project site.

## 2. Construction Sequencing

The Contractor will be given approximately thirty-five (35) work weeks for the construction of all phases of the project.

The suggested sequence of construction is as follows:

- 1. Conduct a preconstruction meeting.
- 2. Install erosion controls at the effected inlets and at limits of disturbed slopes.
- 3. Perform clearing and grubbing activities.
- 4. Construct temporary access roads and anti-tracking pads.
- 5. Install temporary precast concrete barrier along Route 34 ad Derby-Milford Road.
- 6. Remove existing metal beam rail and posts.
- 7. Place impact attenuation systems at limits of temporary precast concrete barrier.
- 8. Remove existing chain link fence, store for later furnishing and install temporary 6' chain link fence.
- 9. Construct retaining wall and all associated items.
  - a. Install retaining wall foundation
  - b. Construct retaining wall
  - c. Bring pervious structure backfill to grade
- 10. Install catch basin and drainage structure within the existing gore area.
- 11. Conduct widening operation along Route 34 for right turn lane addition.
- 12. Conduct widening operation on Sentinel Hill Road.
- 13. Bring subbase to final grade for Route 34 and Sentinel Hill Road widening.
- 14. Full depth reconstruction on Derby-Milford Road and bring to grade for paving.
- 15. Utility pole relocation, performed by others.
- 16. Install drainage structure on Derby-Milford Road and Route 34.
  - a. Remove and reset any guiderail necessary for installation.
- 17. Remove precast temporary precast barrier.
- 18. Pave HMA S1.0 on Derby-Milford Road and Route 34.
- 19. Mill Route 34 and Sentinel Hill Road.
- 20. Install truck turning apron.
- 21. Install pedestrian equipment and structures.
- 22. Install traffic equipment and all items.
- 23. Overlay Route 34 and Sentinel Hill Road.
- 24. Apply all permanent traffic striping.
- 25. Remove temporary access road.
- 26. Remove temporary chain link fence and relocate existing chain link fence.
- 27. Grade grass slopes and immediately stabilize. Establish turf, per plan construction sequencing plans, on all remaining disturbed areas. Install landscaping and plantings according to landscaping plan.
- 28. Remove erosion controls when it is determined that disturbed areas have been stabilized. (This determination will be made by the Qualified Inspector).

- 29. All existing and post-construction stormwater structures shall be cleaned of construction sediment and any remaining silt fence shall be removed prior to the filing of the "Notice of Termination Form".
- 30. Perform project cleanup.

If the construction sequencing activities create an area of disturbance with a total contributing drainage area of between two (2) acres and five (5) acres per discharge point, a temporary sediment trap must be provided and the Contractor must submit to the Engineer a revised SWPCP for review and approval. The SWPCP must include locations of the temporary sedimentation trap per discharge point with a capacity to contain one-hundred and thirty-four (134) cubic yards per acre of material in accordance with the 2002 CT Erosion and Sedimentation Guidelines (2002 Guidelines). The Contractor shall provide an inspection and maintenance plan for the temporary sedimentation trap as part of the amended SWPCP.

If the areas of disturbance with a total contributing drainage area of more than five (5) acres per discharge point, a temporary engineered sedimentation basin must be provided and the Contractor must submit to the Engineer a revised SWPCP for review and approval. The SWPCP must include locations of the temporary engineered sedimentation basin designed and installed in accordance with the 2002 Guidelines. The Contractor shall provide an inspection and maintenance plan or the engineered sedimentation basin as part for the amended SWPCP.

### 3. Control Measures

### **Erosion and Sedimentation Controls**

The Department of Transportation (Department) will have a qualified inspector assigned to the project in order to oversee the Contractor's operations to ensure compliance with the provisions of the Contract. Further Department oversight is provided by the District 4 Environmental Coordinator and the Office of Environmental Planning.

The following timelines will be followed for the proposed construction activities:

- If construction activities are completed to final grade, permanent seeding shall take place within seven (7) days.
- Areas that remain disturbed, but inactive for at least thirty (30) days shall receive temporary seeding or soil protection within seven (7) days.
- Areas that will be disturbed past the planting season will be covered with a long-term, non-vegetative stabilization method that will provide protection through the winter.
- The Contractor shall stabilize disturbed areas with temporary or permanent measures as quickly as possible after the land is disturbed. Requirements for soil stabilization are detailed in Form 817 Section 1.10, Environmental Compliance.

## **Soil Stabilization and Protection**

Disturbed areas within the project will be stabilized following the construction sequencing plans. Soil stock piles will be kept within construction easement areas after selective clearing and grubbing. Prior to clearing, vegetation will be marked during a field visit for removal. Temporary protection utilizes standard erosion and sedimentation practices and permanent protection is described within the construction and landscaping plans. This will include turf reestablishment, reseeding, planting bed establishment, and native revegetation.

## **Temporary Stabilization Practices**

- <u>Erosion Control Matting</u>: On slopes steeper than 2:1 erosion control matting shall be used to stabilize the topsoil or as necessary and directed by the Engineer.
- <u>Sedimentation Control System (SCS)</u>: SCS shall be placed at the toe of the slope or as directed by the Engineer. See construction plans and sequencing for SCS layout.
- <u>Anti-Tracking Pads</u>: Construction entrances (gravel anti-tracking pads) shall be constructed at truck access/exit points to off-road route.

- <u>Dust Control</u>: Routine sweeping and application of dust suppression agents, including but not limited to, water and calcium chloride, over exposed subbase shall be completed for dust control. Additional measures may be necessary to minimize dust within the project limits and within staging and stockpile areas.
- <u>Temporary Seeding</u>: On soils to be exposed for a period greater than one (1) month but less than one (1) year, temporary seeding shall be used to temporarily stabilize the soil until permanent stabilization is be established.
- <u>Catch Basin Inlet Protection</u>: Catch basin inlet protection shall be used to reduce the amount of sediment entering the storm drainage system during construction.

Stabilization practices shall be implemented after completion, as final grades are reached, within seven (7) days.

Temporary seeding shall be spread over any disturbed areas which will remain inactive for at least thirty (30) days. Areas to remain disturbed through winter shall be protected with non-vegetative stabilization measures. The Contractor must provide an Erosion and Sedimentation Control plan for each winter season during construction operations.

The Contractor may use other controls in the project as necessary if they conform to the 2002 Guidelines and are approved by the Engineer. The Contractor will be required to provide the necessary details for any erosion controls not specifically called for on the project plans.

During construction, all areas disturbed by the construction activity that have not been stabilized, structural control measures, and locations where vehicles enter or exit the site shall be inspected at least once a week and within twenty-four (24) hours of the end of a storm that generates a discharge. For storms that end on a weekend, holiday or other time in which normal working hours will not commence within twenty-four (24) hours, an inspection is required within twenty-four (24) hours following any storm in which one-half (½) inches or greater of rain occurs. For lesser storms, inspection shall occur immediately upon the start of subsequent normal working hours.

## **Permanent Stabilization Practices**

During construction, the following methods of permanent stabilization shall be installed:

- <u>Topsoiling</u>: In conjunction with permanent seeding, once final grades have been established, topsoil shall be applied to provide a suitable growth medium for vegetation.
- <u>Permanent Seeding</u>: Once soils have been brought to final grade, permanent seeding shall be used to stabilize the soil with a vegetative cover. Disturbed areas below the wetland limit shall be seeded with a wetland seed mix and/or above the wetland limit shall be seeded with a conservation seed mix. However, no wetlands should be impacted as a result of this project.

- <u>Landscaping:</u> Wood chip mulch shall be placed around the plants. Plantings (trees, shrubs, etc.) may be planted along with the permanent seeding. See landscaping plan (LDS-02) for specific plantings and their proposed locations.
- <u>Native Revegetation:</u> In specified areas, planting shall be placed according to the landscaping plan to ensure slope stability and enhance local fauna aesthetics.

All new embankments disturbed by construction and unpaved areas that are graded or disturbed by construction will receive erosion control matting on slopes steeper than 2:1, topsoil and/or turf establishment. The Contractor may use other permanent stabilization practices approved by the Engineer and conforming to 2002 Guidelines.

Landscaping within the gore areas, above and below the proposed retaining wall will replicate existing trees and native vegetation that will be removed during construction. Removal of larges trees in the area will be selective to improve sight lines and overall intersection safety. Hardy shrubs to recreate native conditions will be used on slopes to ensure permanent stabilization. Due to the height of the fill slope along either end of the retaining wall reverse slope benching will be implemented where necessary.

### **Structural Measures**

The following structural measures shall be used to divert flows, limit runoff, and minimize the discharge of pollutants:

- <u>Minimal Curbing</u>: Curbing shall be avoided wherever possible to maximize overland sheet flow and encourage infiltration. See Plan Sheet (PLN-01) for curbing placement.
- <u>Deep Sump Catch Basins</u>: Deep sump catch basins shall be used and utilize a 4-foot sump, especially adjacent to outlets, to intercept pollutants and debris. Existing catch basins shall be cleaned, or reconstructed if necessary, to maximize their retention of pollutants. See Drainage Plan for locations and inlet elevations for proposed and existing catch basins.
- <u>Manhole:</u> The reconstruction of the existing manhole on Sentinel Hill Road will ensure continued flow within the existing drainage system through properly elevated and cleaned inlets. See Drainage Plan for location and inlet elevations within the manhole.
- <u>Manhole (Over 10' Deep)</u>: The replacement of the existing manhole in the gore area will ensure the continued flow to the existing outlet through properly elevated and cleaned inlets. See Drainage Plan for location, inlet elevations, and construction notes for this manhole.

### Maintenance

All construction activities and related activities shall conform to the requirements of Section 1.10 "Environmental Compliance" of the Department's Standard Specifications, Form 817. In general, all construction activities shall proceed in such a manner so as not to pollute any wetlands, watercourses, water body, and conduit carrying stormwater. The Contractor shall limit, in so far as possible, the surface area of earthen materials exposed by construction activity and immediately provide temporary and permanent pollution control to prevent soil erosion and contamination on the site. Water pollution control provisions and best management practices per Section 1.10, Environmental Compliance of the Standard Specifications shall be administered during construction. Control measures shall be inspected and maintained in accordance with the 2002 Guidelines and as directed by the Engineer.

## 4. Dewatering Wastewaters

## **Dewatering Guidelines**

When dewatering is necessary, pumps shall not be allowed to discharge directly into a wetland, watercourse or stormwater drainage system. Prior to any dewatering, the Contractor must submit to the Engineer a written proposal for specific methods and devices to be used, and must obtain the Engineer's written approval of such methods and devices, including, but not limited to, the pumping of water into a temporary sedimentation basin, providing surge protection at the inlet or outlet of pumps, floating the intake of a pump, or any other method for minimizing and retaining the suspended solids. If the Engineer determines that a pumping operation is causing turbidity problems, the Contractor shall halt said operation until a means of controlling the turbidity is submitted by the Contractor in writing to the Engineer, approved in writing by the Engineer and implemented by the Contractor. No discharge of dewatering wastewater shall contain or cause a visible oil sheen, floating solids or foaming in the receiving water. If required, all activities are to be performed in compliance with the Department's Form 817.

## 5. Post-Construction Stormwater Management

### **Post-construction Guidelines**

After the project is complete, the Department will perform the following maintenance and restorative measures:

- Litter/debris and sweepings will be removed from the site regularly.
- Mowing and maintenance of the turf areas and vegetated areas will occur as needed.
- Outlets will be checked for excessive scour and repaired as needed.
- Stormwater drainage system will be cleaned of sediment/debris as directed by the District Drainage Engineer.
- Catch basins and other drainage structures will be inspected and cleaned or repaired as necessary.

## **Post Construction Performance Standards**

### **Redevelopment:**

The project site is almost split between impervious and pervious areas. Preconstruction conditions are comprised of 40.8% impervious and 59.2% pervious areas. Since the impervious area is greater than 40% the site is considered to be developed and the project falls under redevelopment. Half of the water quality volume for the site will have to be treated on site. Post construction site conditions increase the impervious area to 46.6% and decrease the pervious area to 53.4%.

Effective Impervious Cover = 
$$\frac{\text{Proposed Impervious Area (acre)}}{\text{Total Area of Site (acre)}} \times 100\%$$

$$= \frac{2.02 \text{ acres}}{4.33 \text{ acres}} \times 100\%$$

$$= \frac{46.6\%}{}$$

The impervious area of the project site increases due to minor widening along Route 34, Sentinel Hill Road and Derby-Milford Road. Additions to the existing drainage system will improve the overall stormwater treatment. Sheet flow that is not contained by the closed drainage system will flow into the immediate grassed and vegetated areas. Areas that will be affected by the clearing and grubbing shall be replanted with native vegetation that will meet or exceed the infiltration conditions that are on site presently. Utilizing existing catch basins within the project area with the addition of four (6) new catch basins will add to retention time in the closed drainage system (See Drainage Plan, DRG-01). The locations of the new catch basin and roadway curbing allow for runoff collection before stormwater volume on the roadway affects safety. New catch basins and reconstruction of any damaged catch basins within the project site will increase efficiency of

the existing system that outfalls into Twomile Brook. In addition to this, cleaning of the existing system will empty sumps of excessive pollutants and debris brings them back to their original efficiency. Proposed catch basins will utilize 4-foot sump to improve upon the existing drainage system. Increases in flow and velocity are anticipated and can be found in the table below (StormCAD analysis for pre and post construction conditions are located in Appendix B). The outfall will be able to handle these increases as they are minimal, and the existing conditions as well below the failure limits. No riprap protection is proposed, as there is an existing, well defined, man-made channel at the outlet exit that is in satisfactory condition (EO-1).

Outfall (EO-1)	Velocity (ft/s)	Q (cfs) Out	$Q_{full}$ (cfs)	$Q/Q_{full}$ (%)
Preconstruction	22.75	28.36	239.30	11.9%
Post Construction	23.55	31.97	239.30	13.4%

#### **Runoff Reduction and LID Practices:**

The project site provides limited opportunities for runoff reductions and low impact developments (LID) to provide primary stormwater treatment, due to right of way constraints and safety concerns. The only area that is available for primary stormwater treatments is the gore area between Route 34 and Derby-Milford Road. That is why only the water quality volume for this area will be treated on site. Full site treatment of the required water quality volume ( $\frac{1}{2}$ ) was analyzed; preconstruction WQV = 0.074 ac-ft. and post construction WQV = 0.085 ac-ft. Due to the project limit constraints the required water quality volume will not be able to be treated as most of the stormwater is directed offsite. The creation of a dry swale at the bottom of the gore area (refer to GRD-02 and MDS-04) in combination with minimal curbing along the northern side of Derby-Milford Road will be able to provide treatment for the half the water quality volume of the subcatchment area (Subcatchment Area 5). Half the water quality volume for this area is two-hundred and ninety-two (292) cubic feet and will be treated across an infiltration area of six-hundred and fifteen (615) square feet at the bottom of the proposed swale (Figure 9). The existing soils within the project area are considered to be well drained (Type A), allowing for infiltration along the depression slopes that lead into the swale. A thirty (30) inch layer of one and a half (1 ½) inch to three (3) inch diameter cleaned gravel fill will be implemented below established turf and top soil on the lowest area of the swale to allow for infiltration of water within twenty-four (24) to forty-eight (48) hours after a storm event. The swale storage capacity will be able to handle a ten (10) year storm event and any over flow will be directed to the proposed catch basin in the gore area.

Other than this swale, stormwater treatment will mostly be accomplished in the existing closed drainage system. Stormwater runoff not caught by the catch basins will sheet flow over grass and wooded areas and infiltrate naturally into the surrounding area. Runoff near the proposed retaining wall will infiltrate behind the face of the wall in 6" underdrains. Stormwater collected in these underdrains will lead to the existing outfall. Any runoff not infiltrated, will continue sheet flowing until it reaches either Twomile Brook or one of the area perennial streams.

### **Suspended Solids and Floatables Removal:**

A goal of 80% removal of the average post construction total suspended solids loads were used in design stormwater management measures. Deep sumps catch basins of 4 foot depths will be utilized in all proposed catch basins. Cleaning of existing catch basins to remove debris and reestablish 2-foot sumps will also occur after roadway construction to maximize their efficiency. The combination of both proposed and existing catch basins will remove excess debris, sediment and initial suspended solids from the project site. Future maintenance on these catch basins will include cleaning and reconstruction when necessary to keep efficiency at a maximum.

### **Velocity Dissipation:**

Most of the project site stormwater will be reduced upon introduction to the closed drainage system. Placement of proposed catch basin and inlets will contain and control stormwater flow from curbed areas along the roadway. The use of deep-sump catch basins will lessen the initial stormwater velocities as they as well. Stormwater that does not reach the closed system will sheet flow into the surrounding areas. Proposed grassed areas and vegetative planting beds will reduce stormwater velocity from the project site and allow for maximum infiltration. Improved slope grade (maximum 3:1 slopes) around the intersection will also decrease stormwater velocities.

### 6. Other Controls

## **Waste Disposal**

Construction site waste shall be properly managed and disposed of during the entire construction period. Additionally,

- A waste collection area will be designated. The selected area will minimize truck travel through the site and will not drain directly to the adjacent wetlands.
- Waste collection shall be scheduled regularly to prevent the containers from overfilling.
- Spills shall be cleaned up immediately.
- Defective containers that may cause leaks or spills will be identified through regular inspection. Any found to be defective will be repaired or replaced immediately.
- Any stockpiling of materials should be confined to the designated area as approved by the engineer.

### **Washout Areas**

Washout of applicators, containers, vehicles and equipment for concrete shall be conducted in a designated washout area. No surface discharge of washout wastewaters from the area will be allowed. All concrete wash water will be directed into a container or pit such that no overflows can occur. Washout shall be conducted in an entirely self-contained system and will be clearly designed and flagged or signed where necessary. The washout area shall be located outside of any buffers and at least fifty (50) feet from any stream, wetland or other sensitive water or natural resources as determined or designated by the Department's Office of Environmental Planning or the project engineer.

Washout Area(s) will be site located by the Contractor, approved by the engineer and the SWPCP revised as appropriate. The "Concrete Washout Area" detail shows the recommended method of construction for the washout area. The designated area shall be designed and maintained such that no overflows can occur during rainfall or after snowmelt. The concrete washout detail can be found in Appendix C (MDS-04).

## **Anti-tracking Pads and Dust Control** (Form 817- Sections 2.11/9.39/9.42/9.43)

Off—site vehicle tracking of sediments and the generation of dust shall be minimized. Temporary anti-tracking pads from the active work site to the existing pavement will be installed and maintained at the locations shown on the plans. The Contractor shall:

- Maintain the entrance in a condition which will prevent tracking and washing of sediment onto paved surfaces.
- Provide periodic top dressing with additional stone or additional length as conditions demand
- Repair any measures used to trap sediment as needed.

- Immediately remove all sediment spilled, dropped, washed or tracked onto pavements.
- Ensure roads adjacent to a construction site are left clean at the end of each day.

If the construction entrance is being properly maintained and the action of a vehicle traveling over the stone pad is not sufficient to remove the majority of the sediment, then the contractor shall either:

- Increase the length of the construction entrance,
- Modify the construction access road surface, or
- Install washing racks and associated settling area or similar devices before the vehicle enters a paved surface.

For construction activities which cause airborne particulates, wet dust suppression shall be utilized. Construction site dust will be controlled by sprinkling the ground surface with water until it is moist on an as-needed basis. The volume of water sprayed shall be such that it suppresses dust yet also prevents the runoff of water.

### **Post-Construction**

Upon completion of construction activities and stabilization of the site, all post-construction stormwater structures, including all existing stormwater structures within the project site shall be cleaned of construction sediment and any remaining silt fence shall be removed prior to acceptance of the project by the Department. Sediment shall be properly disposed of in accordance with all applicable laws, regulations and guidelines.

## Maintaining and Storing Vehicles and Equipment

The Contractor shall take measures to prevent any contamination to wetlands and watercourses while maintaining and storing construction equipment on the site. All chemical and petroleum containers stored on site shall be provided with impermeable containment which will hold at least one-hundred and ten percent (110%) of the volume of the largest container, or ten percent (10%) of the total volume of all containers in the area, whichever is larger, without overflow from the containment area. All chemicals and their containers shall be stored under a roofed area except for those stored in containers of one-hundred (100) gallon capacity or more, in which case double-walled tanks will suffice.

## 7. Inspections

## **Inspection Guidelines**

All construction activities shall be inspected initially within the first thirty (30) days, for Plan implementation and then weekly for Routine Inspections.

The Permittee will maintain a rain gauge on-site to document rainfall amounts. During construction, all areas disturbed by the construction activity that have not been stabilized, all erosion and sedimentation control measures, all structural control measures, soil stockpile areas, washout areas and locations where vehicles enter or exit the site shall be inspected for evidence of, or the potential for, pollutants entering the drainage system and impacts to receiving waters at least once every seven calendar days and within twenty-four (24) hours of the end of a storm that generates a discharge.

For storms that end on a weekend, holiday or other time in which working hours will not commence within twenty-four (24) hours, an inspection is required within twenty-four (24) hours only for storms that equal or exceed one-half ( $\frac{1}{2}$ ) inches. For lesser storms, inspection shall occur immediately upon the start of subsequent normal working hours.

Where sites have been temporarily or finally stabilized, such inspection shall be conducted at least once every month for three (3) months. For the final stabilization inspection, once the site has been stabilized for at least three (3) months, such inspection shall be by a qualified inspector to confirm final stabilization and compliance indicated on the Notice of Termination form.

Qualified inspectors provided by the Department's District 4 Office shall conduct inspections. The following items shall be inspected as described below:

<u>Item</u>	<u>Procedure</u>
Sedimentation Control System (SCS)	The SCS shall be inspected to ensure that the fence line is intact with no breaks or tears. The fence shall be firmly anchored to the ground. Areas where the fence is excessively sagging or where support posts are broken or uprooted shall be noted. Depth of sediment behind the fence shall be noted.
Concrete Washout Area	Containers or pits shall be inspected at least once a week to ensure structural integrity, adequate holding capacity and will be repaired prior to future use if leaks are present. The contractor shall remove hardened concrete waste when it accumulates to a height of one-half (½) of the container or pit or as necessary to avoid overflows. All concrete waste shall be disposed of in a manner consistent will all applicable laws, regulations and guidelines.

Catch Basin Protection Protective measures shall be inspected to ensure that

sediment is not entering the catch basins. Catch basin sumps shall be monitored for sediment deposition. Hay bales shall be inspected to ensure they have not clogged.

Anti-tracking Pad Locations where vehicles enter or exit the site shall be

inspected for evidence of off-site tracking.

Dust Control Measures shall be taken for the purpose of allaying

(diminishing) dust conditions. Measures may include the use of sweeping equipment and/or the application of water

or calcium chloride.

General Construction areas and the perimeter of the site shall be

inspected for any evidence of debris that may blow or wash off site or that has blown or washed off site. Construction areas shall be inspected for any spills or unsafe storage of

materials that could pollute off site waters.

## 8. Keeping Plans Current

### **Revisions to Stormwater Pollution Control Plans**

The Department shall amend the Plan if the actions required by the Plan fail to prevent pollution or otherwise comply with provisions of the General Permit. The Plan shall also be amended whenever there is a change in contractors or sub-contractors at the site. If the results of the inspections require modifications to the Stormwater Pollution Control Plan, the plans shall be revised as soon as practicable after the inspection. Such modifications shall provide for a timely implementation of any changes to non-engineered controls on the site within twenty-four (24) hours and implementation of any changes to the plan within three (3) calendar days following the inspection. For Engineered measures, corrective actions shall be implemented on site within seven (7) days and incorporated into a revised Plan within ten (10) days of the date of inspection

In no event shall the requirements to keep the Plan current or update a Plan, relieve the permittee and their contactor(s) of the responsibility to properly implement any actions required to protect the waters of the State and to comply with all conditions of the permit.

## 9. Monitoring Requirements

A written report summarizing the scope of the inspection, the name(s) and qualifications of inspection personnel, the date and time of the inspection, major observations relative to the implementation of the Pollution Control Plan, and actions taken shall be completed within twenty-four (24) hours of the inspection. This report shall be retained as part of the Stormwater

Pollution Control Plan for at least five years after the date of the inspection.

Sampling is required of all point source discharges of Stormwater from disturbed areas. All sampling points should be clearly marked in the field with flags, stakes or other visible markers. Where there are two (2) or more discharge points that discharge substantially identical runoff based on similarities of the exposed soils, slope and type of stormwater controls used, up to five (5) substantially identical outfalls may be identified for one representative discharge. For linear projects, ten (10) substantially identical outfalls may be identified for one representative discharge. Additionally, if the project is planned to continue for more than one (1) year, the inspector as designated by the permittee shall rotate twice (2) per year the location where samples are taken so that a different discharge point is sampled every six (6) months. The outfall locations for sampling will be identified by the inspector, based on disturbance and approved by the engineer and the SWPCP revised as appropriate.

Turbidity monitoring shall be conducted utilizing the drainage plans and a procedure consistent with 40 CFR Part 136 (<a href="http://www.epa.gov/region9/qa/pdfs/40cfr136\_03.pdf">http://www.epa.gov/region9/qa/pdfs/40cfr136\_03.pdf</a>) and may be taken manually or by an in-situ turbidity probe or other automatic sampling device equipped to take individual turbidity readings. The first sample shall be taken within the first hour of stormwater discharge from the site and at least three grab samples shall be taken during a storm event and shall be representative of the flow and characteristics of the discharge. Sampling shall be conducted at least monthly when there is a discharge of stormwater from the site while construction activity is ongoing, until final stabilization of the drainage area associated with each outfall is achieved.

Samples shall be taken during normal working hours, which for this project shall be defined as Monday through Friday, 7 AM to 5 PM. If a storm continues past working hours, sampling shall resume the following morning or the morning of the next working day following a weekend or Holiday, as long as the discharge continues. Sampling may be temporarily suspended when conditions exist that may reasonably pose a threat to the safety of the person taking the sample.

Within thirty (30) days following the end of each month, the stormwater sampling results shall be submitted on the Stormwater Monitoring Report (SMR) and submit in accordance with Net DMR. If there is no stormwater discharge during a month, sampling is not required, however, SMR's indicating "no discharge" along with the reason, shall still be submitted as required.

# 10. Contractors

## **General**

This section shall identify all Contractors and Subcontractors who will perform on site actions which may reasonably be expected to cause or have the potential to cause pollution of the waters of the State.

## **Certification Statement**

All contractors and subcontractors must sign the attached statement. All certification will be included in the Stormwater Pollution Control Plan.

## **State Project No.** 0036-0195

Operational Improvements on Route 34 at Derby-Milford Road Derby, CT

"I certify under penalty of law that I have read and understand the terms and conditions of the General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. I understand that as Contractor on the project, I am covered by this General Permit, and must comply with the terms and conditions of this permit, including, but not limited to, the requirements of the Stormwater Pollution Control Plan prepared for this project."

## **GENERAL CONTRACTOR**

Signed:	Date:
Title:	
Firm:	Telephone:
Address:	
	_
	_
SUBCONTRACTOR	
Signed:	Date:
Title:	_
Firm:	Telephone:
Address:	_
	_
	_

### General:

This Stormwater Pollution Control Plan (SPCP) is prepared to comply with the requirements for the General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. Also to be considered part of the SPCP are the proposed construction plans, special provisions, and the Connecticut Department of Transportation's "Standard Specifications for Roads, Bridges and Incidental Construction" (Form 817) including supplements thereto and the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control and 2004 Stormwater Quality Manual.

## **List of applicable Figures / Plans:**

### **Appendix A - Figures**

USGS Quadrangle Map	Figure 1
Aerial Photo of Project Site	Figure 2
Pre-Construction AI Conditions	Figure 3
Post-Construction AI Conditions	Figure 4
Site Subcatchments	Figure 5
Soil Borings Map	Figure 6

### **Appendix B – Drainage Calculations**

Water Quality Computations – Pre-Construction	Figure 7
Water Quality Computations – Post-Construction	Figure 8
Water Quality Computations – Subcatchment Area 5	Figure 9
Drainage Calculations	Figure 10

### **Appendix C – Plan Sheets**

Plan Sheet	PLN-01
Drainage Plan	DRN-01
Grading Plan	GRD-01 to GRD-02
Miscellaneous Details	MDS-04
Construction Staging Plans	STG 01 to STG 05

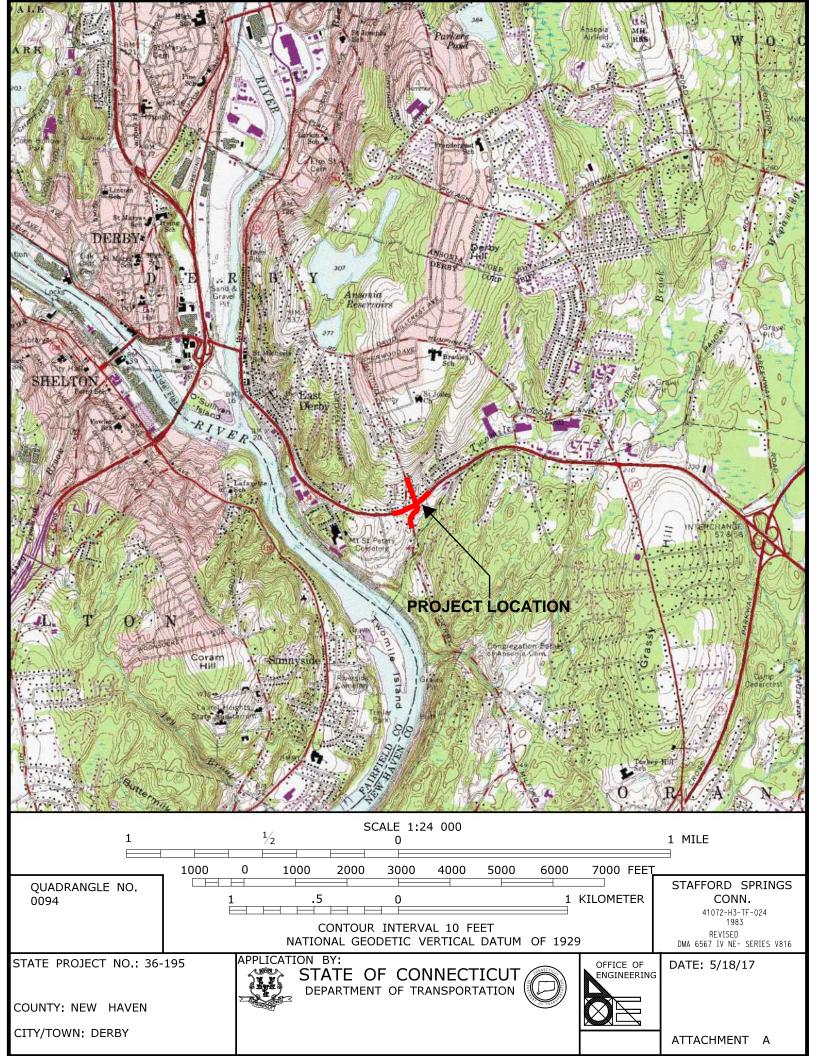
Construction Staging Plans STG-01 to STG-05

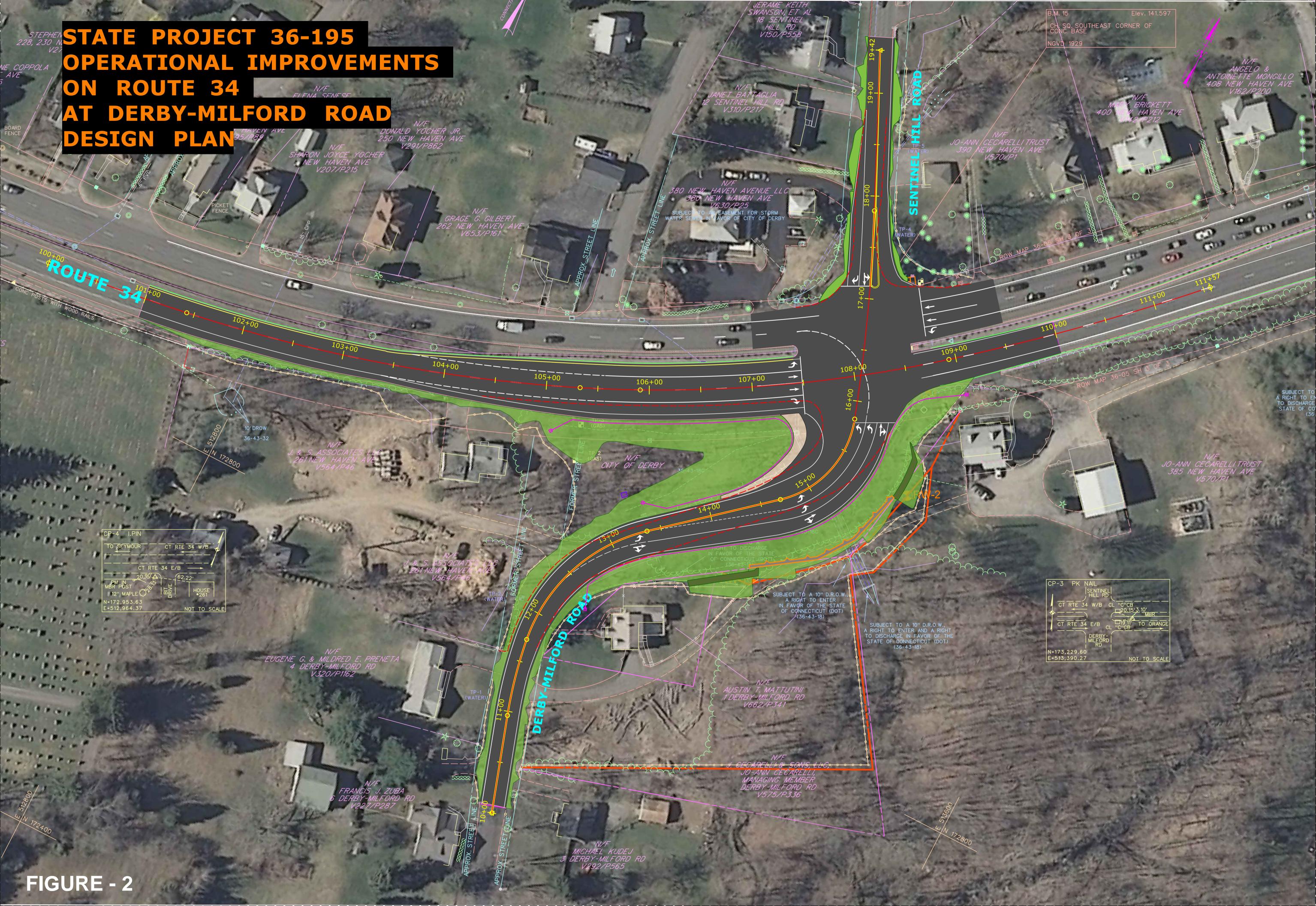
Landscape Design Plan LDS-02

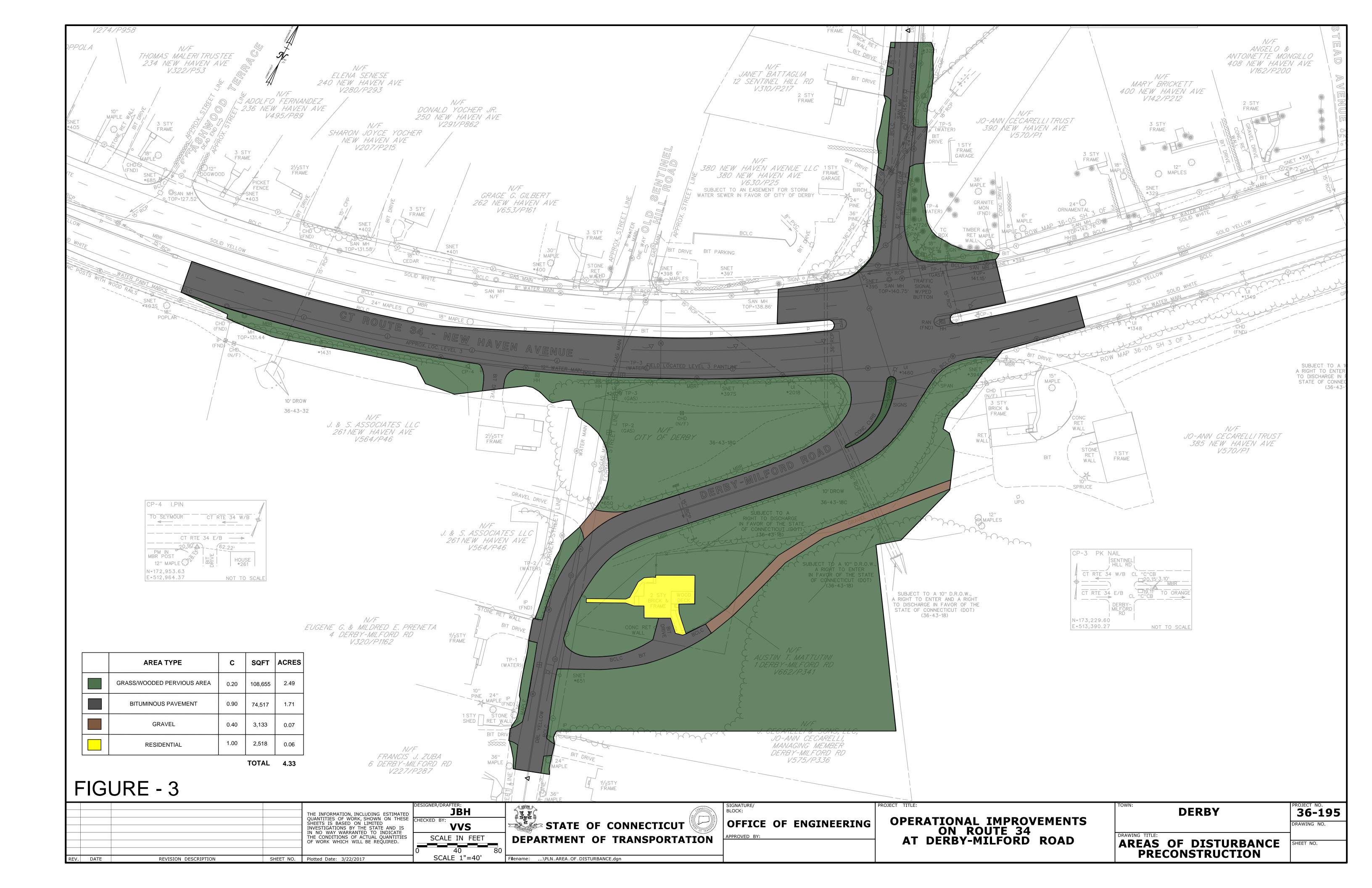
### **Appendix D – Stormwater Monitoring Report Form**

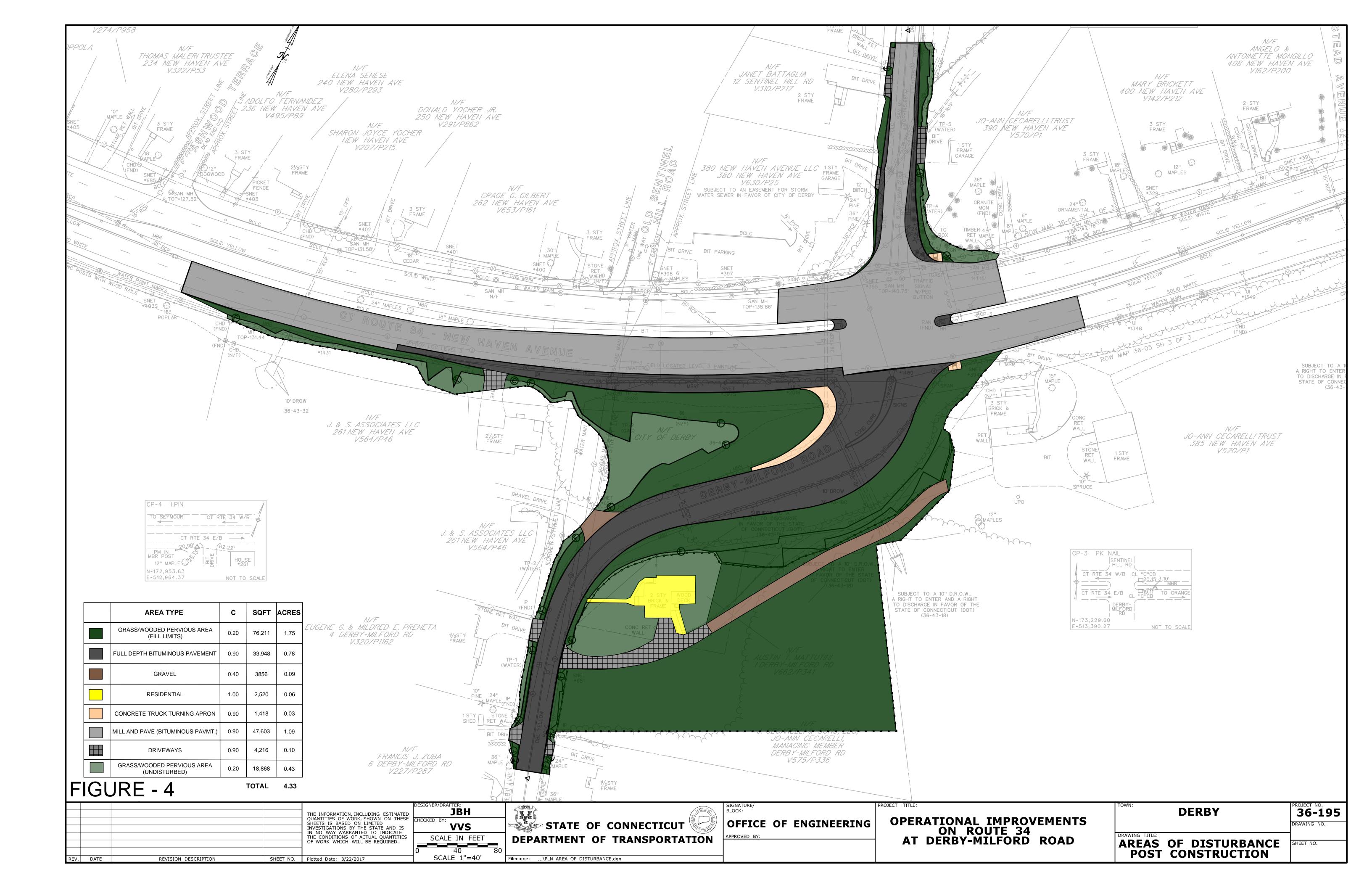
### **Appendix E – Notice of Termination Form**

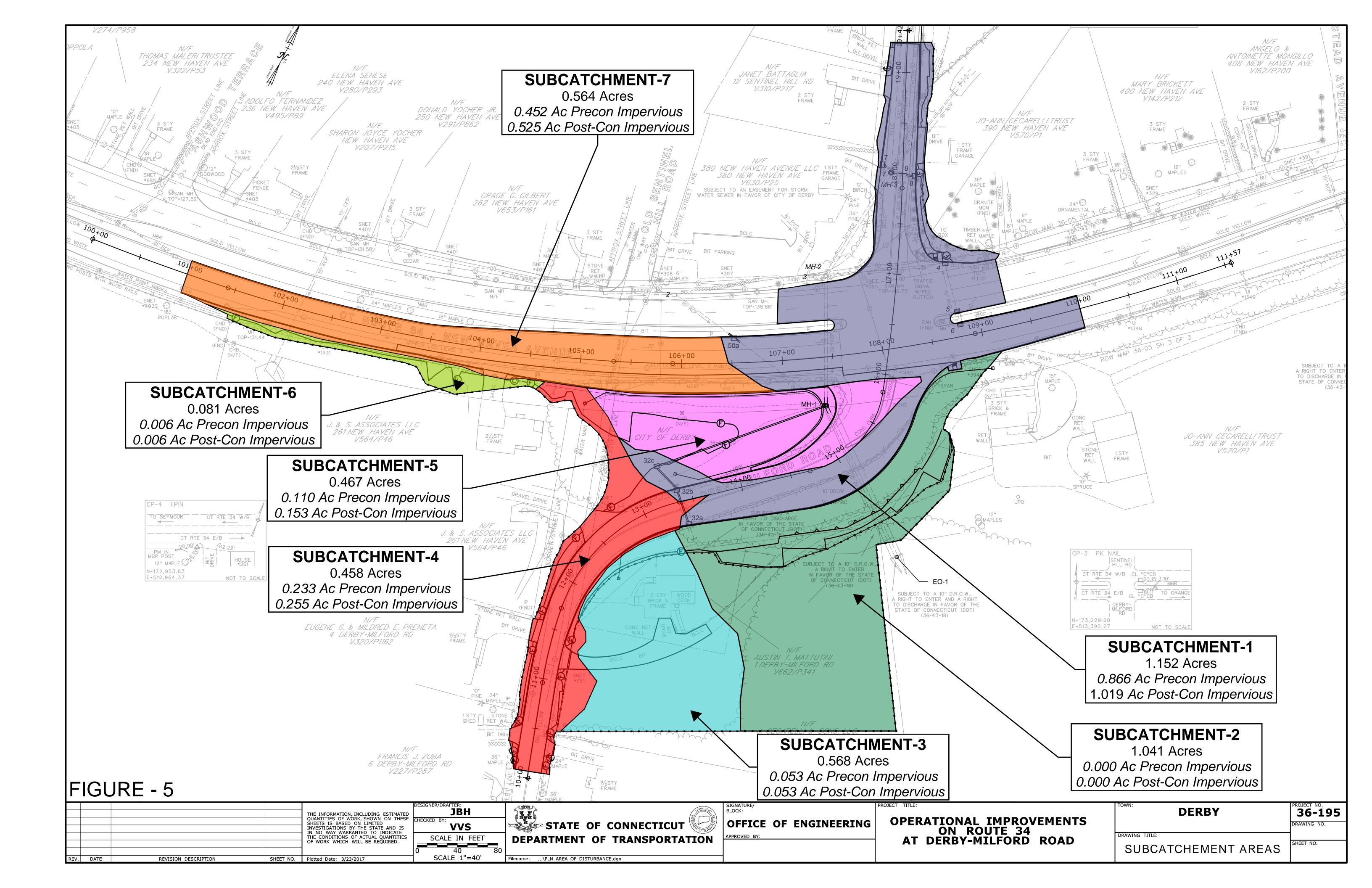
Appendix A
USGS Quadrangle Map
Aerial Photo of Project Site Pre-Construction AI Conditions Post-Construction AI Conditions Subcatchment Areas Soil Boring Map

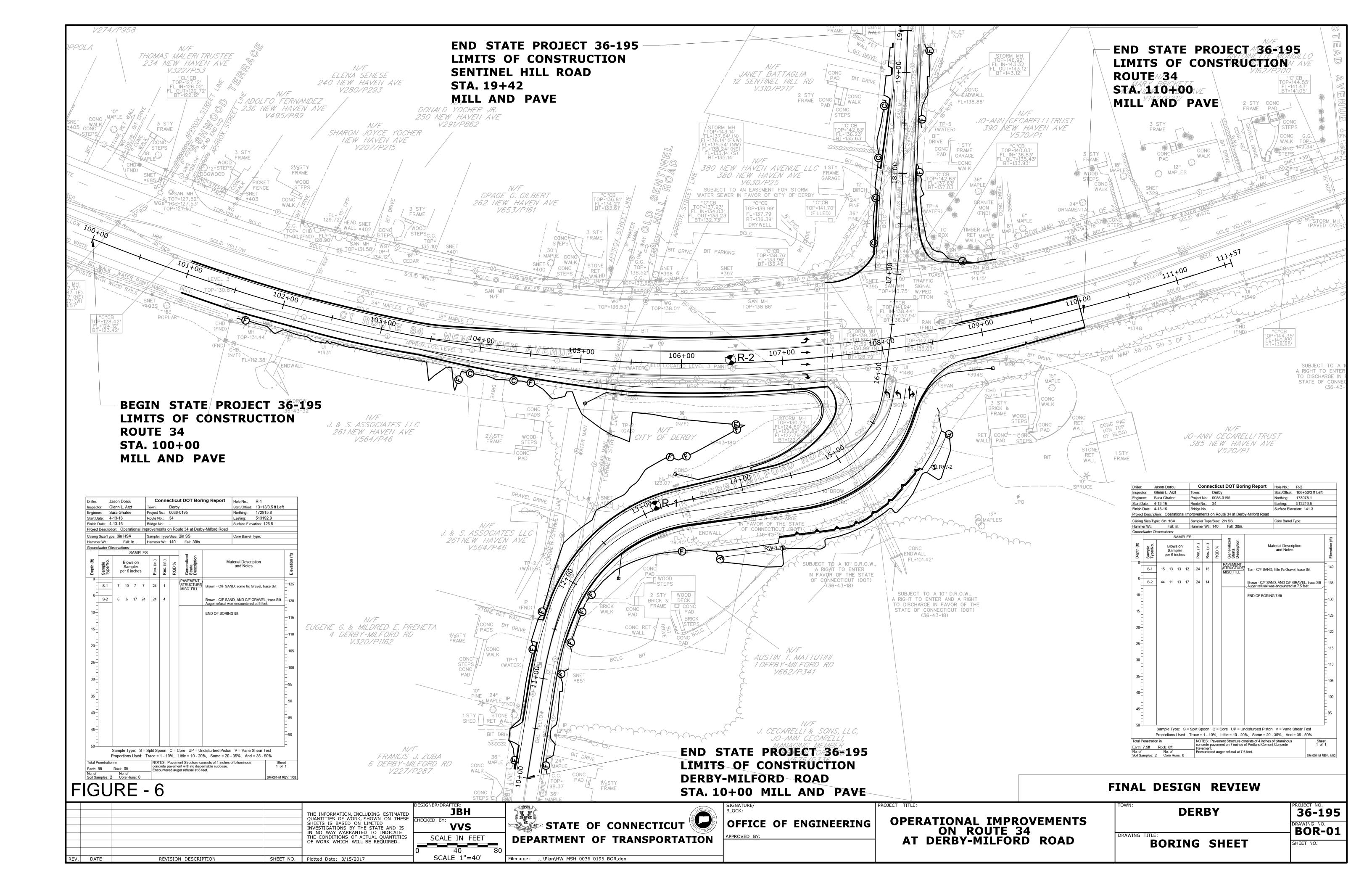












Appendix B
WQV Pre-Construction
WQV Post-Construction
WQV Subcatchment 5 Drainage Calculations

PROJECT	36-195	PREPARED BY	AJC
DATE	8/10/2017	CHECKED BY	VVS
SUBJECT	WQV/ Infiltration Calculations		

#### DRAINAGE AREAS

Drainage Area	Impervious Area	Pervious Areas
Subcatchment-1	0.976	0.322
Subcatchment-2	0.000	1.041
Subcatchment-3	0.053	0.515
Subcatchment-4	0.233	0.225
Subcatchment-5	0.003	0.318
Subcatchment-6	0.006	0.075
Subcatchment-7	0.452	0.112
	1.723	2.608

#### WATER QUALITY VOLUME (WQV) CALCULATION

Area (A) =	4.33	acres
Area (A) =	0.00677	square miles
Design Precipitation (P) =	1	inch
% Impervious Cover (I) =	40	
Volumetric Runoff Coefficient (R) =	0.408	
% Impervious Cover (I) =		inch

WQV =	0.147	ac-ft	
1/2 WQV=	0.074	ac-ft	
=	3208	cu-ft	

FIGURE 7 - WQV PRE CONSTRUCTION

PROJECT	36-195	PREPARED BY	AJC
DATE	8/10/2017	CHECKED BY	VVS
SUBJECT	WQV/ Infiltration Calculations	_	

#### DRAINAGE AREAS

Drainage Area	Impervious Area	Pervious Areas
Subcatchment-1	1.172	0.126
Subcatchment-2	0.000	1.041
Subcatchment-3	0.053	0.515
Subcatchment-4	0.255	0.203
Subcatchment-5	0.006	0.315
Subcatchment-6	0.006	0.075
Subcatchment-7	0.525	0.039
	2.02	2.31

#### WATER QUALITY VOLUME (WQV) CALCULATION

Area (A) =	4.33	acres
Area (A) =	0.00677	square miles
Design Precipitation (P) =	1	inch
% Impervious Cover (I) =	47	
Volumetric Runoff Coefficient (R) =	0.469	

WQV =	0.169	ac-ft	
1/2 WQV=	0.085	ac-ft	
=	3688	cu-ft	

FIGURE 8 - WQV POST CONSTRUCTION

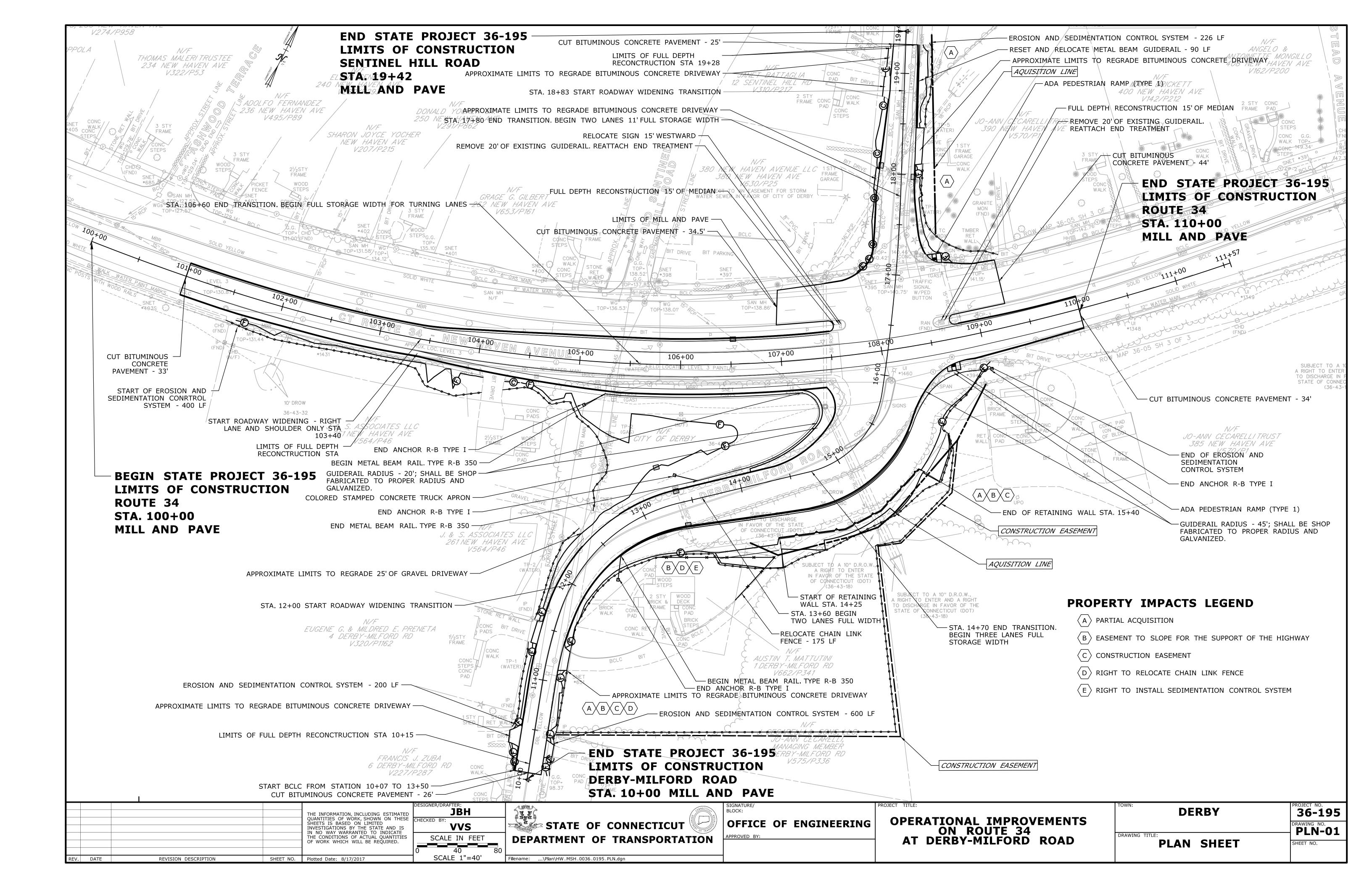
PROJECT DATE SUBJECT	WQV/	36-195 8/17/2017 Infiltration Calculat	ions	PREPARED BY AJC CHECKED BY VVS		
DRAINAGE AREA	S					
	Drainage Area	Impervious Area	Grass Area	Wooded Area	Total (SF)	Total (Ac.)
	Subcatchment-5	0.15	0.31		20343	0.47
		0.15	0.31		20343	0.47
WATER OUALITY	VACILIBAE (MOVA)	SALCIU ATION				
WATER QUALITY	VOLUME (WQV)		0.47			
		Area (A) =	0.47	acres		
	Daries D	Area (A) =	0.00073	square miles		
		recipitation (P) =	1	inch		
		vious Cover (I) =	32.8	%		
	Volumetric Runoff	Coefficient (R) =	0.345			
				-	7	
		WQV =	0.013	ac-ft		
		1/2 WQV=	0.007	ac-ft		
		=	292	cu-ft		
INFILTRATION TE	RENCH AREA CAL	CULATION				11-P3-4
			40 + 14/01/			
		A = -	12 * WQV P * n * t	_		
			P"n"t			
	Water Quality V	olume (WQV) =	292	cu-ft	Full Volume	
	Design Infilt	ration Rate (P) =	0.3	in/hr	Recommend	ded, Not Field Tested
		rage Media (n) =	40	%		B" Dia. Clean Stone
		Drain Time (t) =	48	hr	Max. for Pol	lutant Removal
		.,				
		sq-ft	]			

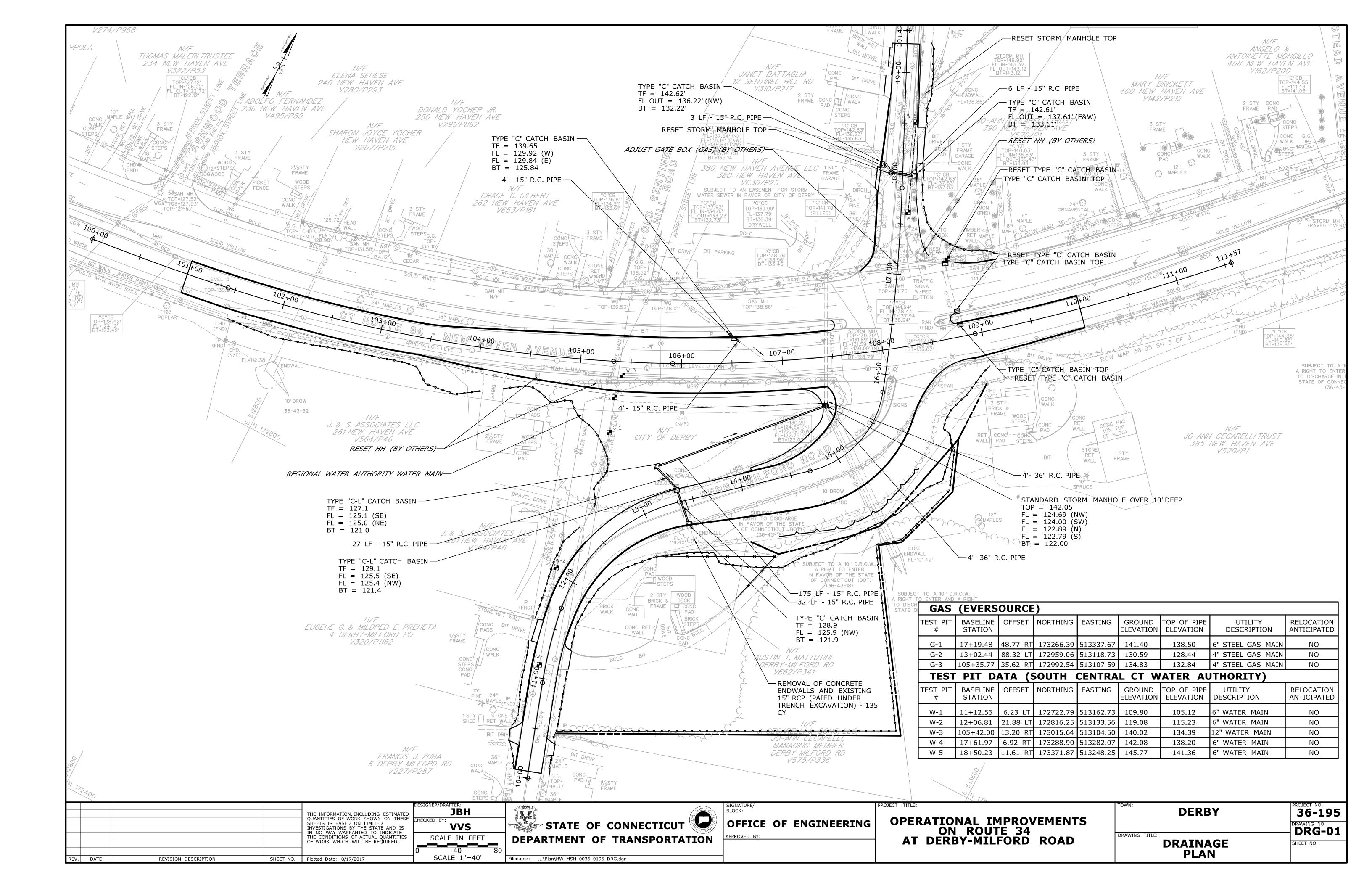
## FIGURE 9 - SUBCATCHMENT 5 WQV AND SIZING

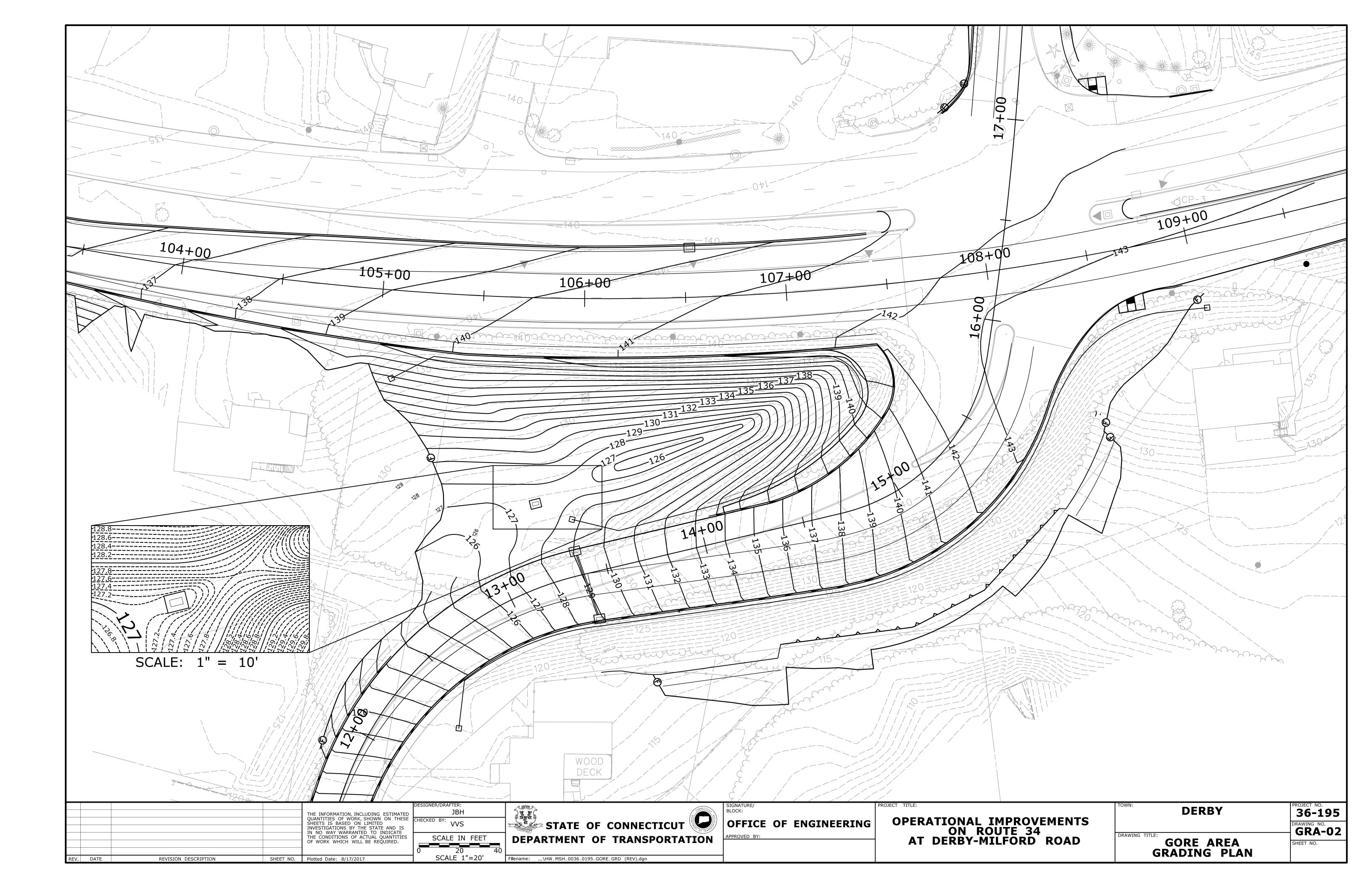
Precons	truction	Conditions												
		Contrib.	System	Time in	Time in									
		Area	Intensity	Pipe	System	Length	Slope	Dia	Material	"n"	Velocity	Q	Qfull	Q/Qfull
СВ	СВ	acre	in/h	min	min	ft	ft/ft	in			ft/s	cfs	cfs	%
2	MH-1	0.795	5.061	0.319	8.909	187.0	0.046	15	Concrete	0.013	9.78	4.05	13.80	29.3%
4	MH-2	1.079	4.751	0.225	10.329	120.0	0.030	15	Concrete	0.013	8.88	5.17	11.09	46.6%
5	4	0.597	4.771	0.122	10.207	50.0	0.022	15	Concrete	0.013	6.85	2.87	9.62	29.8%
6	5	0.515	4.778	0.047	10.160	12.0	0.007	15	Concrete	0.013	4.23	2.48	5.27	47.1%
7	MH-3	0.212	6.024	0.031	5.000	8.0	0.011	15	Concrete	0.013	4.28	1.29	6.85	18.8%
8	MH-3	0.212	5.818	0.035	5.870	18.0	0.083	15	Concrete	0.013	8.61	1.24	18.58	6.7%
MH-3	MH-2	5.212	3.791	0.159	17.355	122.0	0.034	36	Concrete	0.013	12.79	19.92	123.01	16.2%
MH-2	MH-1	6.674	3.778	0.141	17.514	129.0	0.046	36	Concrete	0.013	15.25	25.42	142.63	17.8%
MH-1	EO-1	7.469	3.767	0.122	17.655	166.0	0.129	36	Concrete	0.013	22.75	28.36	239.30	11.9%

ost Con	struction	n Condition												
		Contrib.	System	Time in	Time in									
		Area	Intensity	Pipe	System	Length	Slope	Dia	Material	"n"	Velocity	Q	Qfull	Q/Qfull
СВ	СВ	acre	in/h	min	min	ft	ft/ft	in			ft/s	cfs	cfs	%
2	50a	0.819	5.061	0.121	8.909	72.0	0.046	15	Concrete	0.013	9.88	4.18	13.85	30.2%
50a	MH-1	1.143	5.032	0.178	9.030	113.0	0.044	15	Concrete	0.013	10.60	5.80	13.52	42.9%
4	MH-2	1.084	4.751	0.225	10.329	120.0	0.030	15	Concrete	0.013	8.89	5.19	11.09	46.8%
5	4	0.597	4.771	0.122	10.207	50.0	0.022	15	Concrete	0.013	6.85	2.87	9.62	29.8%
6	5	0.515	4.778	0.047	10.160	12.0	0.007	15	Concrete	0.013	4.23	2.48	5.27	47.1%
7	MH-3	0.221	6.024	0.053	5.000	12.0	0.008	15	Concrete	0.013	3.74	1.34	5.59	24.0%
8	MH-3	0.211	5.818	0.051	5.870	24.0	0.062	15	Concrete	0.013	7.78	1.24	16.09	7.7%
32a	32b	0.142	6.024	0.132	5.000	32.0	0.013	12	Concrete	0.013	4.05	0.86	3.98	21.6%
32b	32c	0.253	5.992	0.120	5.132	31.0	0.010	12	Concrete	0.013	4.31	1.53	3.50	43.7%
32c	MH-1	0.320	3.971	0.895	15.070	180.0	0.006	12	Concrete	0.013	3.35	1.28	2.66	48.1%
MH-3	MH-2	5.221	3.973	0.157	15.044	122.0	0.034	36	Concrete	0.013	12.97	20.91	123.01	17.0%
MH-2	MH-1	6.669	3.961	0.139	15.200	129.0	0.046	36	Concrete	0.013	15.45	26.62	142.63	18.7%
MH-1	EO-1	8.132	3.900	0.117	15.965	166.0	0.129	36	Concrete	0.013	23.55	31.97	239.30	13.4%

**Appendix C** *Site Plans* Drainage Plan Grading Plans Miscellaneous Details Construction Staging Plans Landscaping Plan

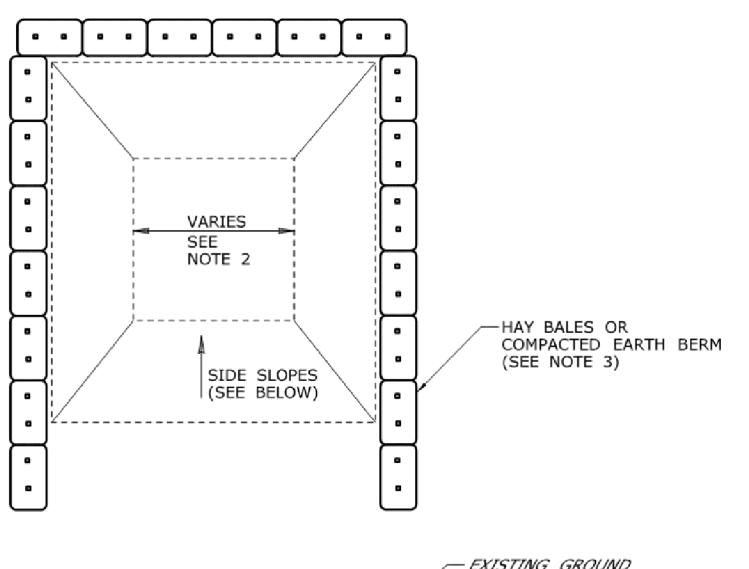


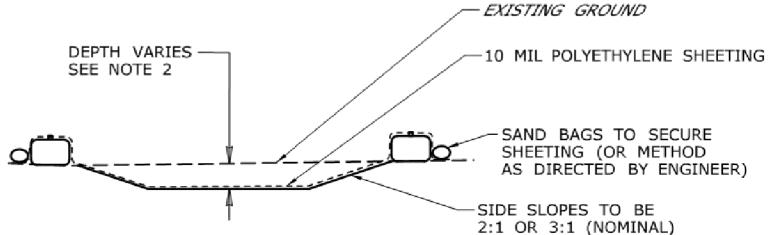




### **NOTES**

- 1. CONCRETE WASHOUT AREA(S) SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE. THE CONCRETE WASHOUT AREA SHALL BE ENTIRELY SELF-CONTAINED.
- 2. THE CONTRACTOR SHALL SUBMIT THE DESIGN, LOCATION AND SIZING OF THE CONCRETE WASHOUT AREA(S) WITH THE PROJECT'S EROSION AND SEDIMENTATION CONTROL PLAN AND SHALL BE APPROVED BY THE ENGINEER.
  - LOCATION: WASHOUT AREA(S) ARE TO BE LOCATED AT LEAST 50 FEET FROM ANY STREAM, WETLAND, STORM DRAINS, OR OTHER SENSITIVE RESOURCE. THE FLOOD CONTINGENCY PLAN MUST ADDRESS THE CONCRETE WASHOUT IF THE WASHOUT IS TO BE LOCATED WITHIN THE FLOODPLAIN.
  - SIZE: THE WASHOUT MUST HAVE SUFFICIENT VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS INCLUDING, BUT NOT LIMITED TO, OPERATIONS ASSOCIATED WITH GROUT AND MORTAR.
- 3. SURFACE DISCHARGE IS UNACCEPTABLE. THEREFORE, HAY BALES OR OTHER CONTROL MEASURES, AS APPROVED BY THE ENGINEER, SHOULD BE USED AROUND THE PERIMETER OF THE CONCRETE WASHOUT AREA FOR CONTAINMENT.
- 4. SIGNS SHOULD BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CONCRETE AREA(S) AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS. WASHOUT AREA(S) SHOULD BE FLAGGED WITH SAFETY FENCING OR OTHER APPROVED METHOD.
- 5. WASHOUT AREA(S) ARE TO BE INSPECTED AT LEAST ONCE A WEEK FOR STRUCTURAL INTEGRITY, ADEQUATE HOLDING CAPACITY AND CHECKED FRO LEAKS, TEARS, OR OVERFLOWS. (AS REQUIRED BY THE CONSTRUCTION SITE ENVIRONMENTAL INSPECTION REPORT) WASHOUT AREA(S) SHOULD BE CHECKED AFTER HEAVY RAINS.
- 6. HARDENED CONCRETE WASTE SHOULD BE REMOVED AND DISPOSED OF WHEN THE WASTE HAS ACCUMULATED TO HALF OF THE CONCRETE WASHOUT'S HEIGHT. THE WASTE CAN BE STORED AT AN UPLAND LOCATION, AS APPROVED BY THE ENGINEER. ALL CONCRETE WASTE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS, REGULATIONS, AND GUIDELINES.
- 7. PAYMENT FOR THIS ITEM IS TO BE INCLUDED UNDER THE GENERAL COST OF THE WORK FOR THE PROJECT, INCLUDING SITE RESTORATION.





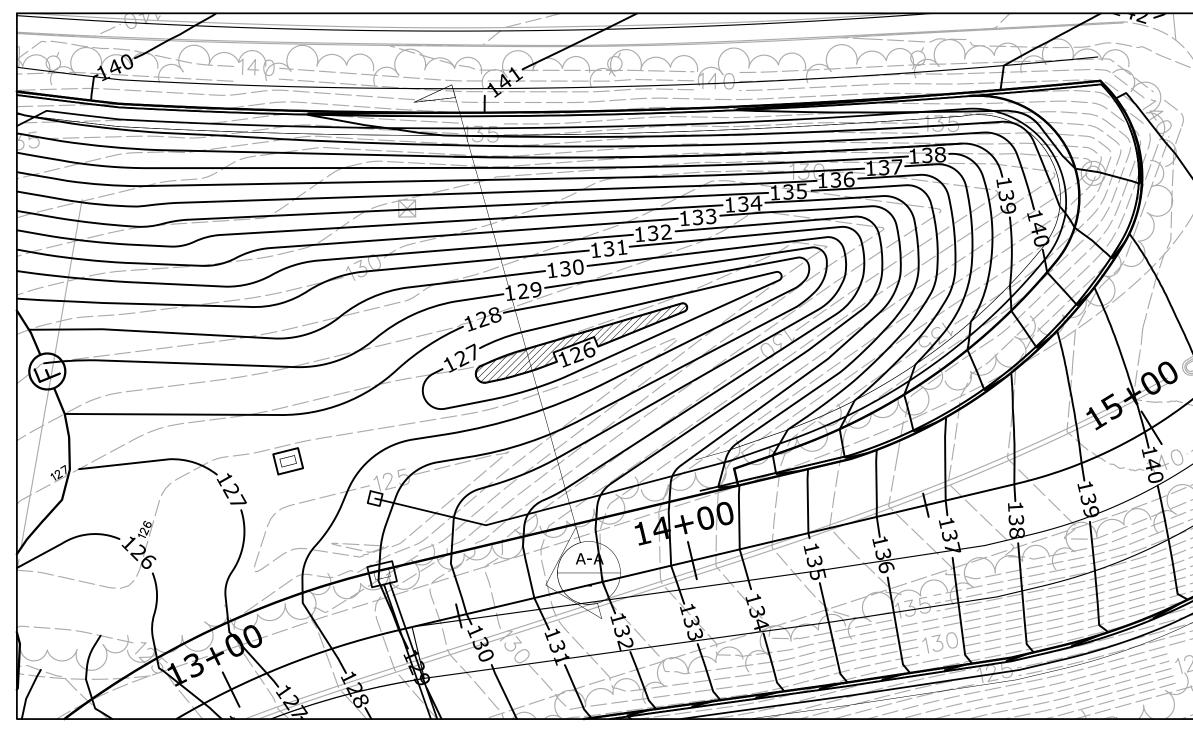
SHEET NO. Plotted Date: 8/17/2017

## **CONCRETE WASHOUT AREA**

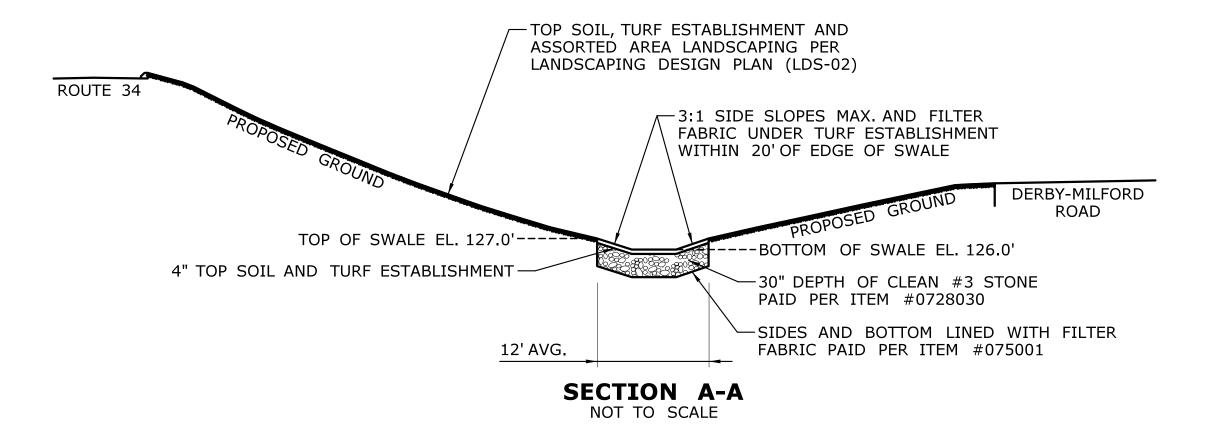
NOT TO SCALE (SEE NOTE 2)

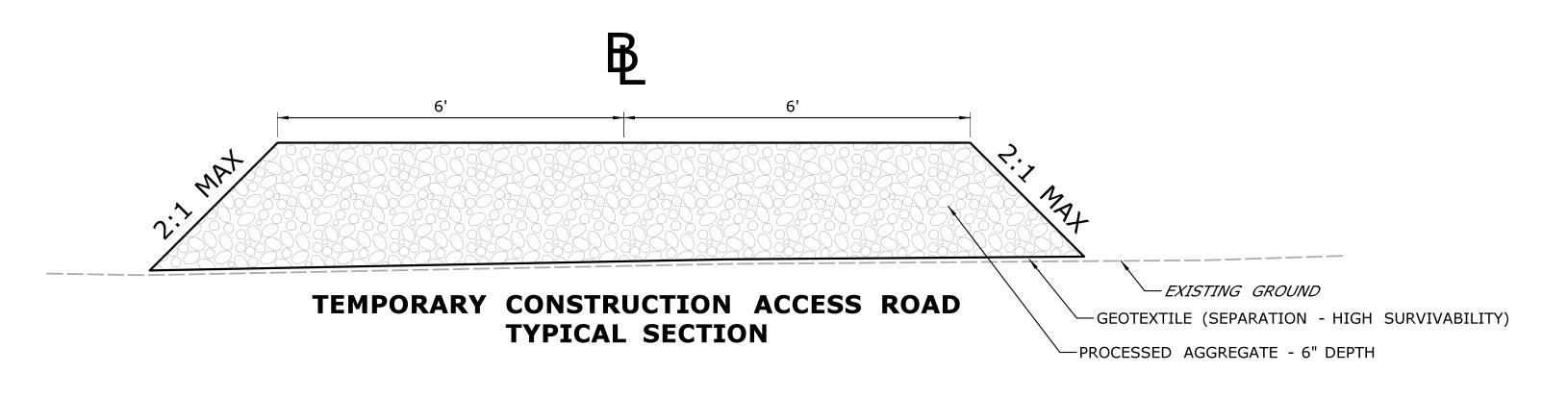
REVISION DESCRIPTION

REV. DATE



DRY SWALE WITHIN GORE AREA SCALE: 1" = 40'





	THE INFORMATION, INCLUDING ESTIMATED	DESIGNER/DRAFTER: AJC	Sunecticus Sunecticus
	QUANTITIES OF WORK, SHOWN ON THESE C SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS	CHECKED BY: VS	STATE OF CONNECTICUT
	IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.	SCALE AS NOTED	DEPARTMENT OF TRANSPORTATION

Filename: ...\HW\_MSH\_0036\_0195\_MDS-04.dgn

OFFICE OF ENGINEERING
APPROVED BY:

PROJECT TILE:

OPERATIONAL IMPROVEMENTS
ON ROUTE 34
AT DERBY-MILFORD ROAD

DERBY

DERBY

36-195

DRAWING TITLE:

MISCELLANEOUS DETAILS

PROJECT NO.

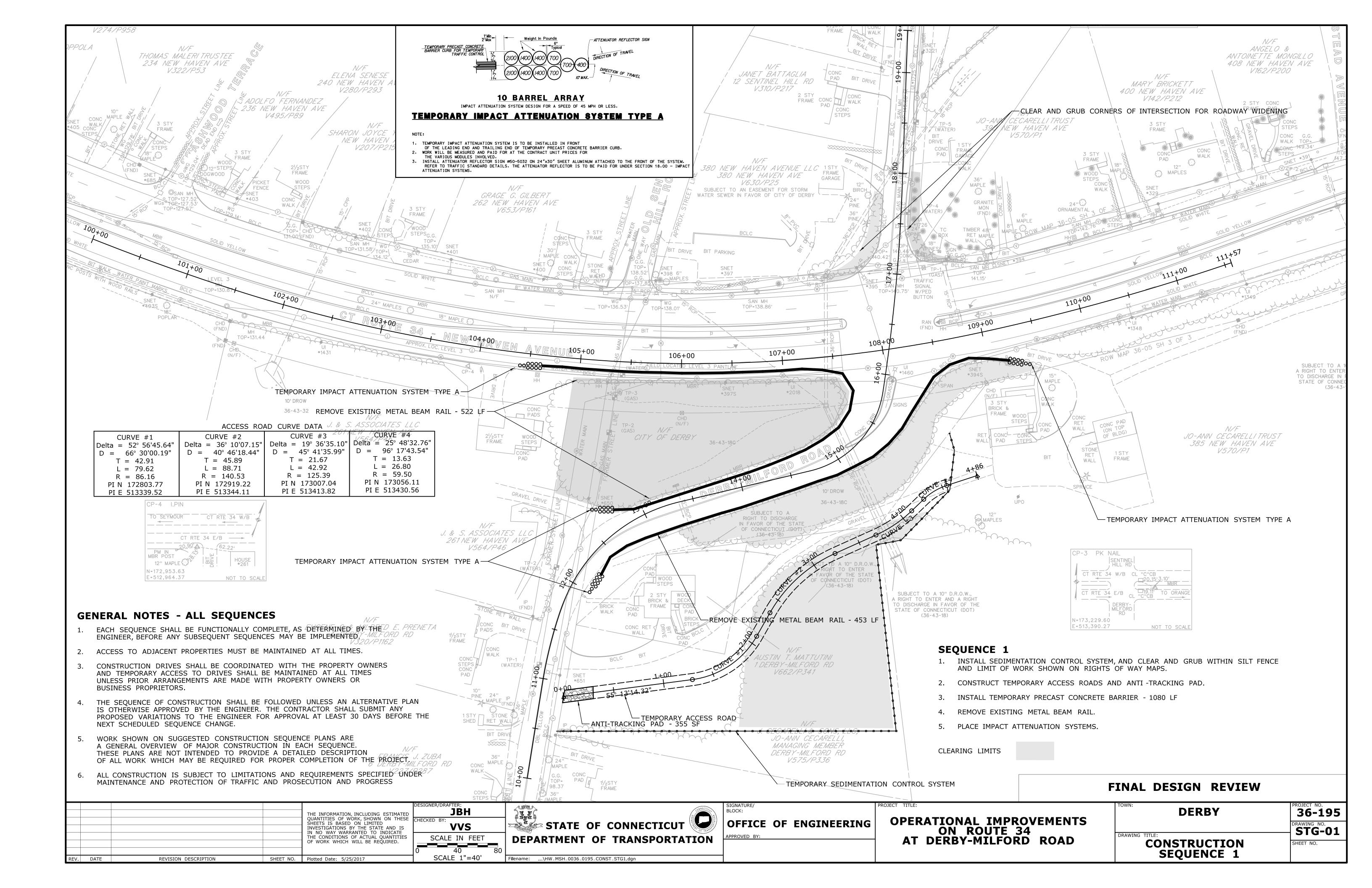
36-195

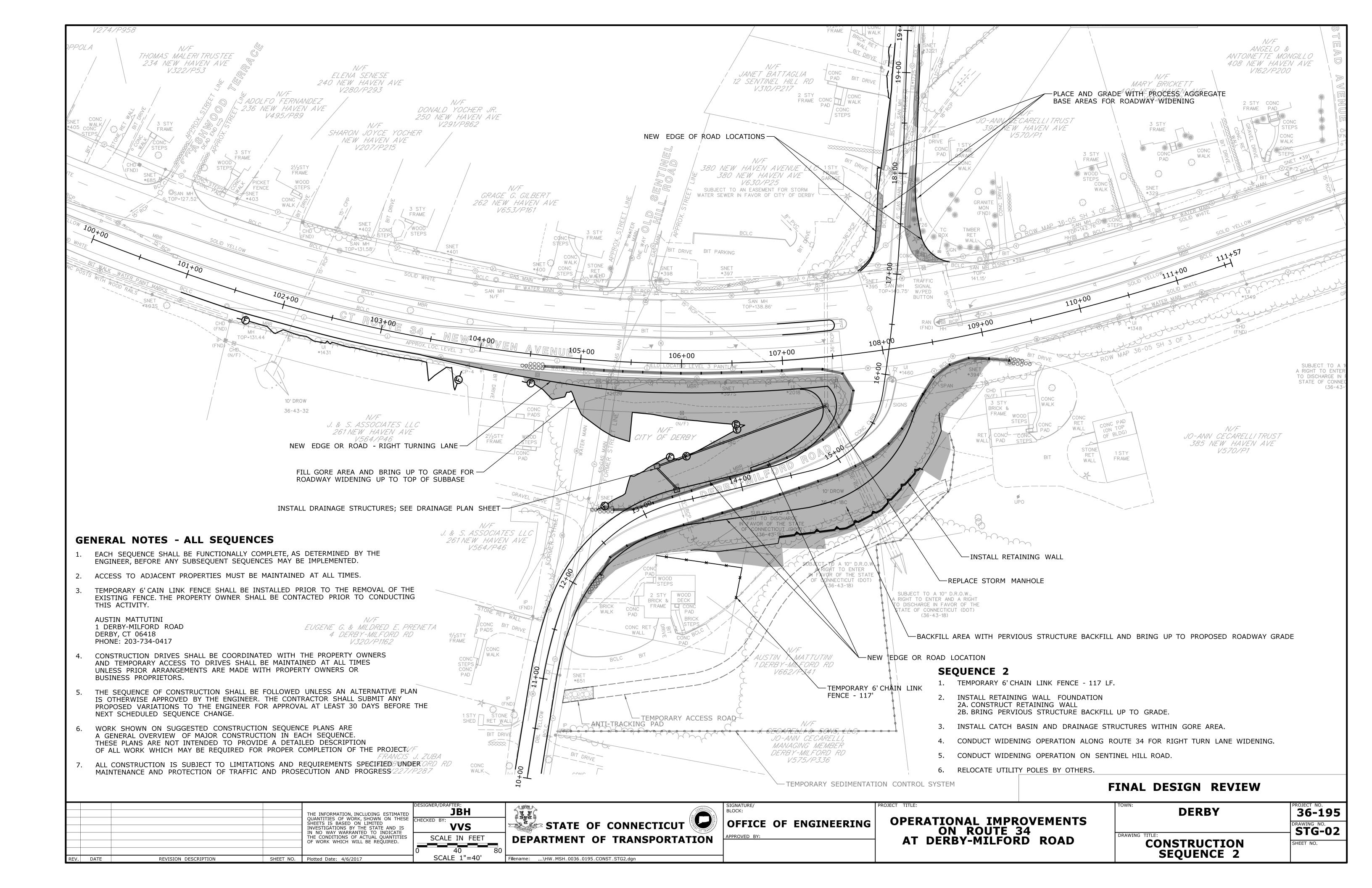
DRAWING NO.

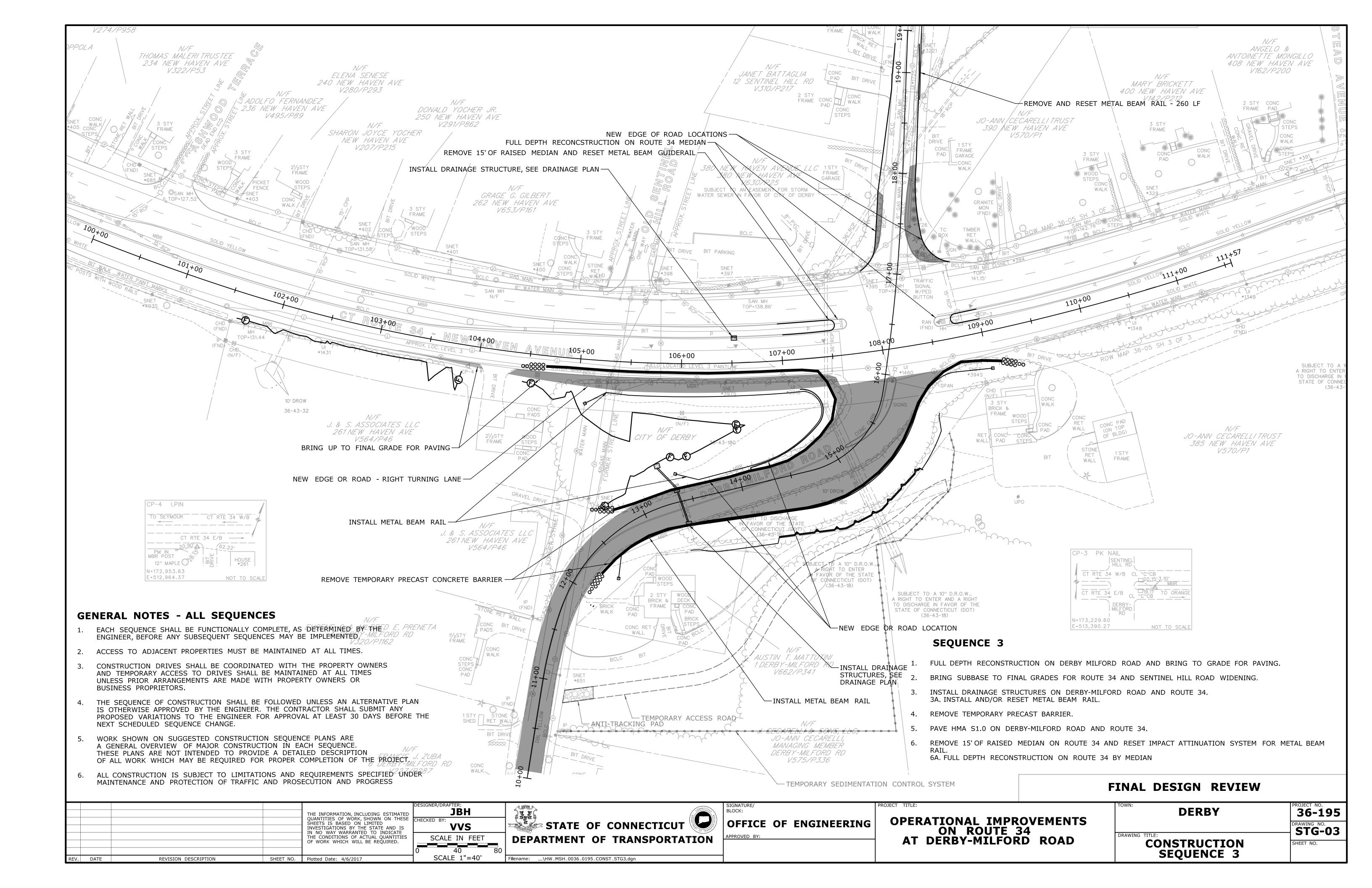
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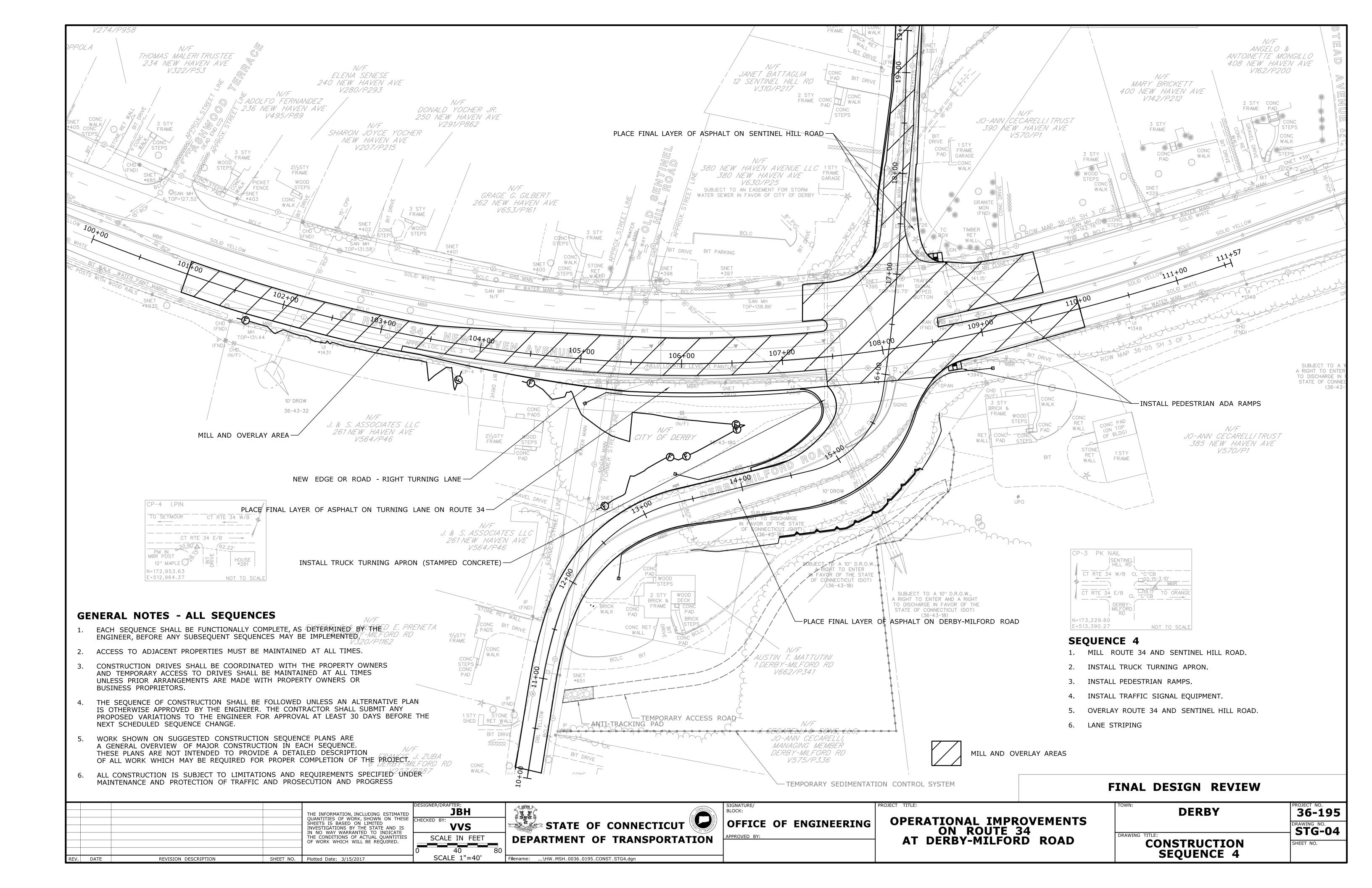
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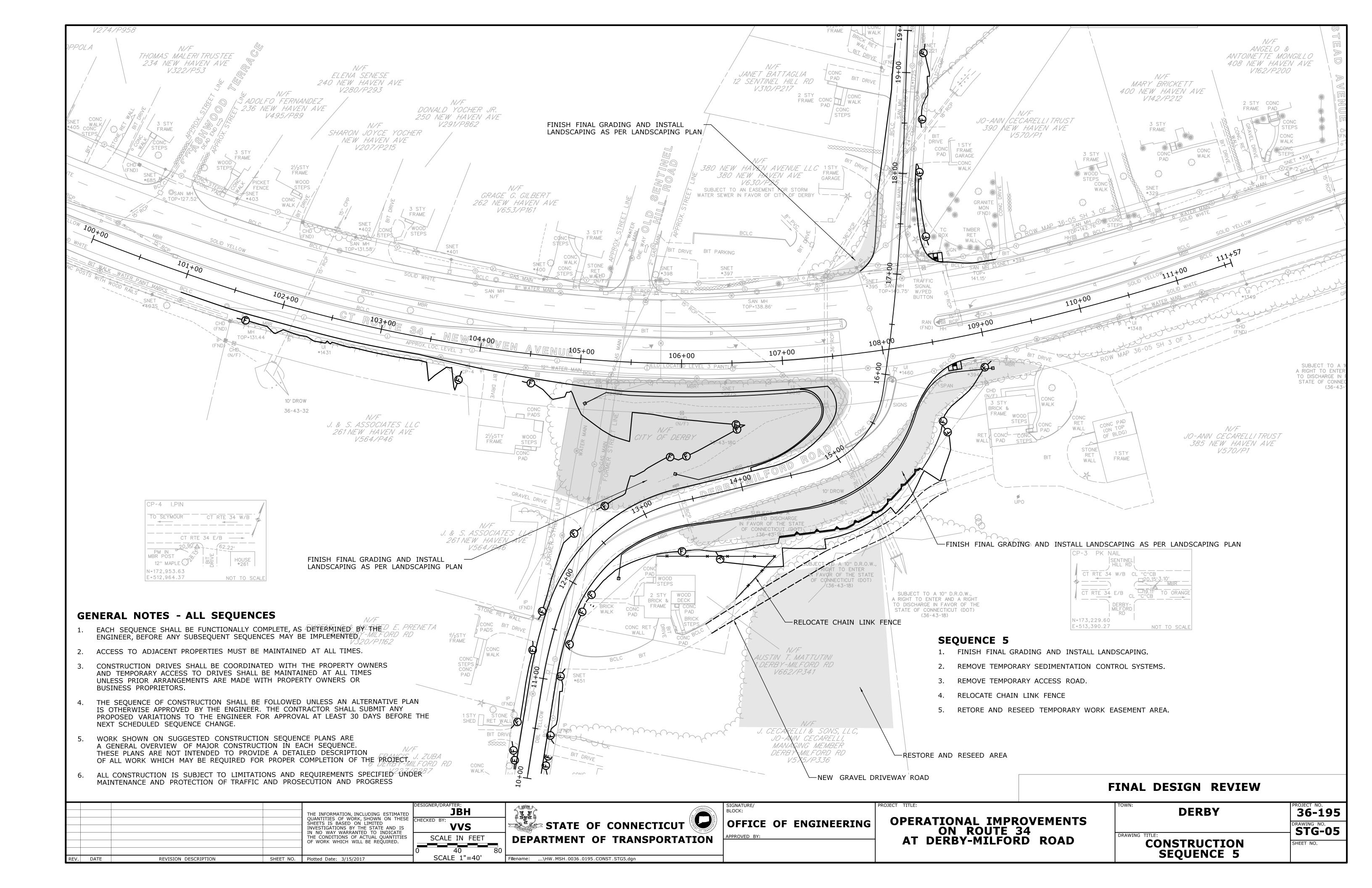
FINAL DESIGN REVIEW

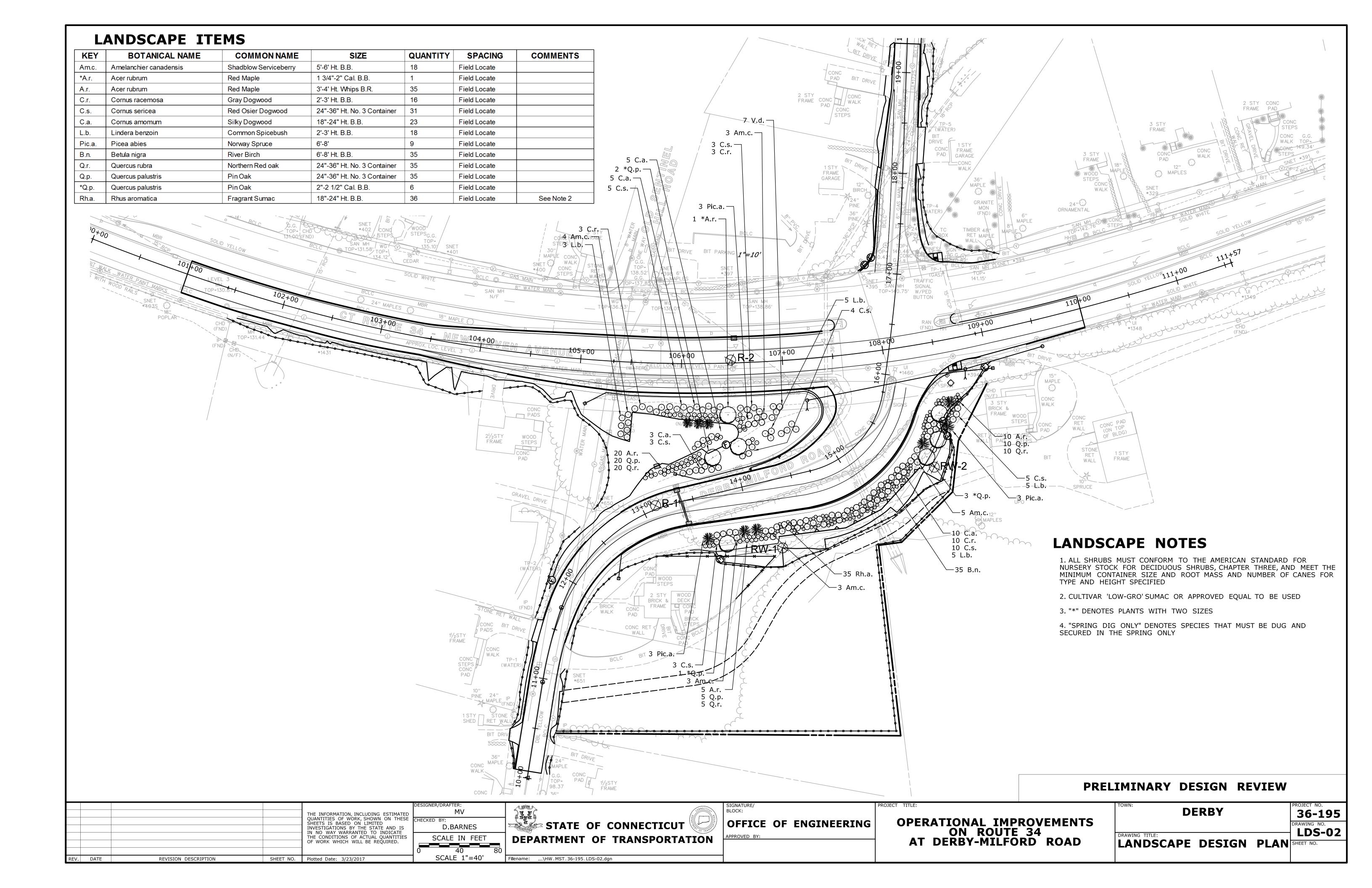












Appendix D
Stormwater Monitoring Report Form



### **Connecticut Department of Energy & Environmental Protection**

Bureau of Materials Management & Compliance Assurance Water Permitting & Enforcement Division

### General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities, issued 8/21/13, effective 10/1/13 **Stormwater Monitoring Report**

#### SITE INFORMATION

Permittee:				
Mailing Address:				
			:Fax: _	
Contact Person:		Titl	e:	_
Site Name:				_
Receiving Water (nam	ne, basin):			
Stormwater Permit No	o. GSN			
SAMPLING INFORM	ATION ( <mark>Submit a separa</mark>	ite form for each outf	all)	
Outfall Designation:		Date/Time C	ollected:	
Outfall Location(s) (la	t/lon or map link):			
Person Collecting Sar	nple:			
Storm Magnitude (inches): Storm Duration (hours):				
Size of Disturbed Area	a at any time:			
MONITORING RESU				
Sample #	Parameter	Method	Results (units)	Laboratory (if applicable)
1	Turbidity			
2	Turbidity			
3 4	Turbidity			
<u> </u>	Turbidity if more than 4 samples wer	o taken for this outfall)	A	
STATEMENT OF AC certify that the data report the Discharge of Sto	KNOWLEDGMENT ported on this document were	e prepared under my dire	Avg =  ction or supervision in accordation Activities. The information	
Authorized Official:				_
Signature:		Date:		

HARTFORD, CT 06106-5127 ATTN: NEAL WILLIAMS

**Appendix E**Notice of Termination Form



# **General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities**

### **Notice of Termination Form**

Please complete and submit this form in accordance with the general permit (DEP-PED-GP-015) in order to ensure the proper handling of your termination. Print or type unless otherwise noted.

Note: Ensure that for commercial and industrial facilities, registrations under the *General Permit for the Discharge of Stormwater Associated with Industrial Activity* (DEP-PED-GP-014) or the *General Permit for the Discharge of Stormwater from Commercial Activities* (DEP-PED-GP-004) have been filed where applicable. For questions about the applicability of these general permits, please call the Department at 860-424-3018.

#### **Part I: Registrant Information**

1.	Permit number: <b>GSN</b>				
2.	Fill in the name of the registrant(s) as indicated on the registration certificate:				
	Registrant:				
3.	Site Address:				
	City/Town: State: Zip Code:				
4.	Date all storm drainage structures were cleaned of construction sediment:				
	Date of Completion of Construction:				
	Date of Last Inspection (must be at least three months after final stabilization pursuant to Section 6(b)(6)(D) of the general permit):				
5.	5. Check the post-construction activities at the site (check all that apply):				
	☐ Industrial ☐ Residential ☐ Commercial ☐ Capped Landfill				
	☐ Other (describe):				
Part II: Certification					
"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement made in this document or its attachments may be punishable as a criminal offense, in accordance with Section 22a-6 of the Connecticut General Statutes, pursuant to Section 53a-157b of the Connecticut General Statutes, and in accordance with any other applicable statute."					
Sig	nature of Permittee Date				
Naı	me of Permittee (print or type)  Title (if applicable)				

Note: Please submit this Notice of Termination Form to:

STORMWATER PERMIT COORDINATOR BUREAU OF WATER MANAGEMENT DEPARTMENT OF ENVIRONMENTAL PROTECTION 79 ELM STREET

HARTFORD, CT 06106-5127

# Construction Contracts - Required Contract Provisions (FHWA Funded Contracts)

#### **Index**

- 1. Federal Highway Administration (FHWA) Form 1273 (Revised May 1, 2012)
- 2. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
- 3. Contractor Work Force Utilization (Federal Executive Order 11246) / Specific Equal Employment Opportunity
- 4. Requirements of Title 49, CFR, Part 26, Participation by DBEs
- 5. Contract Wage Rates
- 6. Americans with Disabilities Act of 1990, as Amended
- 7. Connecticut Statutory Labor Requirements
  - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
  - b. Debarment List Limitation on Awarding Contracts
  - c. Construction Safety and Health Course
  - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
  - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
- 8. Tax Liability Contractor's Exempt Purchase Certificate (CERT 141)
- 9. Executive Orders (State of CT)
- 10. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
- 11. Whistleblower Provision
- 12. Connecticut Freedom of Information Act
  - a. Disclosure of Records
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- 13. Service of Process
- 14. Substitution of Securities for Retainages on State Contracts and Subcontracts
- 15. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 16. Forum and Choice of Law
- 17. Summary of State Ethics Laws

- 18. Audit and Inspection of Plants, Places of Business and Records
- 19. Campaign Contribution Restriction
- 20. Tangible Personal Property
- 21. Bid Rigging and/or Fraud Notice to Contractor
- 22. Consulting Agreement Affidavit
- 23. Federal Cargo Preference Act Requirements (46 CFR 381.7(a)-(b))

#### **Index of Exhibits**

- EXHIBIT A FHWA Form 1273 (Begins on page 14)
- EXHIBIT B Title VI Contractor Assurances (page 35)
- EXHIBIT C Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity (page 36)
- EXHIBIT D Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 43)
- EXHIBIT E Campaign Contribution Restriction (page 51)
- EXHIBIT F Federal Wage Rates (Attached at the end)
- EXHIBIT G State Wage Rates (Attached at the end)

#### 1. Federal Highway Administration (FHWA) Form 1273

The Contractor shall comply with the Federal Highway Administration (FHWA), Form 1273 attached at Exhibit A, as revised, which is hereby made part of this contract. The Contractor shall also require its subcontractors to comply with the FHWA – Form 1273 and include the FHWA – Form 1273 as an attachment to all subcontracts and purchase orders.

#### 2. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit B, all of which are hereby made a part of this Contract.

# 3. Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity

- (a) The Contractor shall comply with the Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity requirements attached at Exhibit C and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

#### 4. Requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by DBEs

Pursuant to 49 CFR 26.13, the following paragraph is part of this Contract and shall be included in each subcontract the Contractor enters into with a subcontractor:

"The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, Participation by DBEs, in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as ConnDOT (recipient) deems appropriate."

#### 5. Contract Wage Rates

The Contractor shall comply with:

The Federal and State wage rate requirements indicated in Exhibits F and G hereof, as revised, are hereby made part of this Contract. The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website

(<a href="http://www.wdol.gov/dba.aspx">http://www.wdol.gov/dba.aspx</a>) as may be revised 10 days prior to bid opening. These applicable Federal wage rates will be physically incorporated in the final contract document executed by both parties. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents, prior to the bid opening date. During the bid advertisement period, bidders are responsible for obtaining the appropriate Federal wage rates from the US Department of Labor website.

To obtain the latest Federal wage rates go to the US Department of Labor website (link above). Under Davis-Bacon Act, choose "Selecting DBA WDs" and follow the instruction to search the latest wage rates for the State, County and Construction Type. Refer to the Notice to Contractor (NTC) - Federal Wage Determinations (Davis Bacon Act).

If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by Section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a Federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

#### 6. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

#### 7. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, 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 persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

- **(b) Debarment List. Limitation on Awarding Contracts.** The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.
- (c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner 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 of the Connecticut General Statutes, as revised, 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.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

- (d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.
- (e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

#### 8. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or

Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

#### 9. 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 No. 14 and/or Executive Order No. 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 Department shall provide a copy of these orders to the Contractor.

- 10. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.
  - (a) For purposes of this Section, the following terms are defined as follows:
    - i. "Commission" means the Commission on Human Rights and Opportunities;
    - ii. "Contract" and "contract" include any extension or modification of the Contract or contract:
    - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor:
    - iv. "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.
    - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - vi. "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;
    - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
    - viii. "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;

- ix. "minority business enterprise" means any small contractor or supplier of materials fiftyone 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 § 329n; and
- x. "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 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.
- (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."

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

#### http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928

#### 11. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

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 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.

#### 12. Connecticut Freedom of Information Act

- (a) 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.
- (b) 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 from the Contractor. However, all materials associated with the Contract are subject to the terms of the 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 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 the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, e.g., Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, 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. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

#### 13. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

#### 14. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-ll2a of the General Statutes of the State of Connecticut, as revised.

#### 15. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit D, and hereby made part of this Contract.

#### 16. Forum and Choice of Law

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. 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.

#### 18. 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. For the purposes of this Section, "Contractor Parties" means the 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.
- (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 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 Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) 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.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

#### 19. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as 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," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit E.

#### **20.** 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.

#### 21. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am - 5:00 pm EST). Information will be treated confidentially and anonymity respected.

#### 22. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

## 23. Cargo Preference Act Requirements (46 CFR 381.7(a)-(b)) – Use of United States Flag Vessels

The Contractor agrees to comply with the following:

#### (a) Agreement Clauses.

- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (b) Contractor and Subcontractor Clauses. The contractor agrees—
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

#### **EXHIBIT A**

FHWA-1273 -- Revised May 1, 2012

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the

assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- **2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- **3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential

minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- **8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26, and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating

areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or

any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is

registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
  - d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5.** Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- **3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered

transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

- 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; 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;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

#### **EXHIBIT B**

#### TITLE VI CONTRACTOR ASSURANCES

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

- 4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:
  - A. Withholding contract payments until the Contractor is in-compliance; and/or
  - B. Cancellation, termination, or suspension of the Contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may -direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

#### **EXHIBIT C**

# CONTRACTOR WORKFORCE UTILIZATION (FEDERAL EXECUTIVE ORDER 11246) / EQUAL EMPLOYMENT OPPORTUNITY (Federal - FHWA)

#### 1. Project Workforce Utilization Goals:

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the attached Appendix A.

#### 2. Executive Order 11246

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's of subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in

which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other

information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific Foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work-force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4 8.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

# FEDERALLY FUNDED OR ASSISTED PROJECTS APPENDIX A (Labor Market Goals)

### Standard Metropolitan Statistical Area (SMSA)

<u>Female</u>			<u>Mi</u>	<u>inority</u>
Bridgeport – Sta	mford – Norwalk – Da	10.2%		
Bethel	Bridgeport	Brookfield	Danbury	
Darien	Derby	Easton	Fairfield	
Greenwich	Milford	Monroe	New Canaan	
New Fairfield	Newton	Norwalk	Redding	
Shelton	Stamford	Stratford	Trumbull	
Weston	Westport	Wilton		
Hartford – Bristo	ol – New Britain			6.9%
Andover	Avon	Berlin	Bloomfield	
Bolton	Bristol	Burlington	Canton	
Colchester	Columbia	Coventry	Cromwell	
East Granby	East Hampton	East Hartford	East Windsor	
Ellington	Enfield	Farmington	Glastonbury	
Granby	Hartford	Hebron	Manchester	
Marlborough	New Britain	New Hartford	Newington	
Plainville	Plymouth	Portland	Rocky Hill	
Simsbury	South Windsor	Southington	Stafford	
Suffield	Tolland	Vernon	West Hartford	
Wethersfield	Willington	Windsor	Windsor Locks	
New Haven – Waterbury – Meriden 6.9%				
Beacon Falls	Bethany	Branford	Cheshire	
Clinton	East Haven	Guilford	Hamden	
Madison	Meriden	Middlebury	Naugatuck	
New Haven	North Branford	North Haven	Orange	
Prospect	Southbury	Thomaston	Wallingford	
Waterbury	Watertown	West Haven	Wolcott	
Woodbridge	Woodbury			
New London – N	orwich			4.5%
6.9%		<u> </u>		
Bozrah	East Lyme	Griswold	Groton	
Ledyard	Lisbon	Montville	New London	
Norwich	Old Lyme	Old Saybrook	Preston	
Sprague	Stonington	Waterford		

### Non SMSA

### <u>Female</u> <u>Minority</u>

Litchfield – Windh 6.9%	5.9%		
Abington	Ashford	Ballouville	Bantam
Barkhamsted	Bethlehem	Bridgewater	Brooklyn
Canaan	Canterbury	Central Village	Cahplin
Colebrook	Cornwall	Cornwall Bridge	Danielson
Dayville	East Canaan	East Killingly	East Woodstock
Eastford	Falls Village	Gaylordsville	Goshen
Grosvenor Dale	Hampton	Harwinton	Kent
Killignly	Lakeside	Litchfield	Moosup
Morris	New Milford	New Preston	New Preston Marble Dale
Norfolk	North Canaan	No. Grosvenordale	North Windham
Oneco	Pequabuck	Pine Meadow	Plainfield
Pleasant Valley	Pomfret	Pomfret Center	Putnam
Quinebaug	Riverton	Rogers	Roxbury
Salisbury	Scotland	Sharon	South Kent
South Woodstock	Sterling	Taconic	Terryville
Thompson	Torrington	Warren	Warrenville
Washington	Washington Depot	Wauregan	West Cornwall
Willimantic	Winchester	Winchester Center	Windham
Winsted	Woodstock	Woodstock Valley	

#### **EXHIBIT D**

#### Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

#### (g) Definitions

- (1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
- (2) "Business Associate" shall mean the Contractor.
- (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
  - (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10)Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11)Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12)Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

#### (16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
  - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  - 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  - 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
  - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (1) Term and Termination.
  - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

#### (3) Effect of Termination

(A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Provisions.
  - (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
  - (2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
  - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
  - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
  - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
  - (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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## **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 or 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 the 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 resulting 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.

#### **EXHIBIT F**

(federal wage rate package will be inserted here for final executed contract only. Refer to NTC – Federal Wage Determinations )

### **EXHIBIT G**

(state wages will be inserted here)

Project: Operational Improvements On Route 34 At Derby-Milford Road

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

*ID#*: **H** 24169

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

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: Project Town: Derby
FAP Number: 1036(007) State Number: 36-195

Project: Operational Improvements On Route 34 At Derby-Milford Road

CLASSIFICATION	<b>Hourly Rate</b>	Benefits
O1) 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
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	30.21
2) Carpenters, Piledrivermen	32.60	25.34

Project: Operational Improvements On Route 34 At Derby-Milford Road		
2a) Diver Tenders	32.60	25.34
3) Divers	41.06	25.34
03a) Millwrights	33.14	25.74
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	48.55	20.45
4a) Painters: Brush and Roller	32.72	20.45
4b) Painters: Spray Only	35.72	20.45
4c) Painters: Steel Only	34.72	20.45

35.72	20.45
34.72	20.45
37.50	26.31+3% of gross wage
35.47	33.39 + a
41.62	30.36
29.25	19.50
	35.47

Project: Operational Improvements On Route 34 At Derby-Milford Road		
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	29.50	19.50
10) Group 3: Pipelayers	29.75	19.50
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
12) Group 5: Toxic waste removal (non-mechanical systems)	31.25	19.50
13) Group 6: Blasters	31.00	19.50
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	30.25	19.50
Group 8: Traffic control signalmen	16.00	19.50

29.30	18.90
32.22	19.50 + a
31.28	19.50 + a
31.28	19.50 + a
31.60	19.50 + a
	31.28

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers 31.28 19.50 + a17) Laborers Topside, Cage Tenders, Bellman 31.17 19.50 + a32.22 18) Miners 19.50 + a----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----18a) Blaster 38.53 19.50 + a19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge 38.34 19.50 + aTenders

Project: Operational Improvements On Route 34 At Derby-Milford Road

36.41	19.50 + a
39.11	19.50 + a
29.13	22.32 + a
29.23	22.32 + a
29.28	22.32 + 8
29.33	22.32 + 3
	29.13

Project: Operational Improvements On Route 34 At Derby-Milford Road		
Four axle ready-mix	29.38	22.32 + a
Heavy duty trailer (40 tons and over)	29.58	22.32 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	22.32 + a
POWER EQUIPMENT OPERATORS		
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
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic	38.98	24.05 + a
yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	30.70	24.03 ± a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated	38.24	24.05 + a
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)		
power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade		

As of:

Project: Operational Improvements On Route 34 At Derby-Milford Road		
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

Project: Operational Improvements On Route 34 At Derby-Milford Road		
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

Project: Operational Improvements On Route 34 At Derby-Milford Road		
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.21	24.05 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	32.79	24.05 + a
**NOTE: SEE BELOW		
LINE CONSTRUCTION(Railroad Construction and Maintenance)		
20) Lineman, Cable Splicer, Technician	47.14	6.5% + 20.98
21) Heavy Equipment Operator	42.43	6.5% + 18.84
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.07	6.5% + 18.27

Project: Operational Improvements On Route 34 At Derby-Milford Road		
23) Driver Groundmen	25.93	6.5% + 8.53
23a) Truck Driver	35.36	6.5% + 16.88
LINE CONSTRUCTION		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20

Project:	Operational Imp	provements On	Route 34 At	Derby-1	Milford Road
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28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

Project: Operational Improvements On Route 34 At Derby-Milford Road

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 journeyperson 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.

Project: Operational Improvements On Route 34 At Derby-Milford Road

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.

## 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 4<sup>th</sup>, 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.

# Information Bulletin Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

#### ASBESTOS WORKERS

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

#### ASBESTOS INSULATOR

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

#### BOILERMAKERS

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

#### BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

## • CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

#### • CLEANING LABORER

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

#### • DELIVERY PERSONNEL

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

#### • ELECTRICIANS

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. \*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

#### ELEVATOR CONSTRUCTORS

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. \*License required by Connecticut General Statutes: R-1,2,5,6.

#### FORK LIFT OPERATOR

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

#### GLAZIERS

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

#### IRONWORKERS

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

#### INSULATOR

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

#### LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

#### PAINTERS

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

#### • LEAD PAINT REMOVAL

#### Painter's Rate

- 1. Removal of lead paint from bridges.
- 2. Removal of lead paint as preparation of any surface to be repainted.
- 3. Where removal is on a Demolition project prior to reconstruction.

#### Laborer's Rate

- 1. Removal of lead paint from any surface NOT to be repainted.
- 2. Where removal is on a *TOTAL* Demolition project only.

#### PLUMBERS AND PIPEFITTERS

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. \*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

#### POWER EQUIPMENT OPERATORS

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. \*License required, crane operators only, per Connecticut General Statutes.

#### ROOFERS

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

#### SHEETMETAL WORKERS

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

#### SPRINKLER FITTERS

Installation, alteration, maintenance and repair of fire protection sprinkler systems. \*License required per Connecticut General Statutes: F-1,2,3,4.

#### TILE MARBLE AND TERRAZZO FINISHERS

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

#### TRUCK DRIVERS

#### **Definitions:**

- 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contact or project;
- (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
- (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
- 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

**Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects** 

Truck drivers <u>are covered</u> for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while" engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

#### Truck Drivers <u>are not</u> covered in the following instances:

- Material delivery truck drivers while off "the site of the work"
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

#### For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543

Statute 31-55a Last Updated: June 02, 2008

You are here: DOL Web Site | Wage and Workplace Issues | 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: <a href="www.ctdol.state.ct.us">www.ctdol.state.ct.us</a>. 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.

### **Workplace Laws**

Published by the Connecticut Department of Labor, Project Management Office

### **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.

## **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 <a href="http://www.osha.gov/fso/ote/training/edcenters/fact\_sheet.html">http://www.osha.gov/fso/ote/training/edcenters/fact\_sheet.html</a>;
- (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 <a href="http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm">http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm</a>; 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 ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

- Sec. 31-53b. Construction safety and health course. Proof of completion required for employees on public building projects. Enforcement. Regulations. (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have 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, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.
- (b) Any employee required to complete a construction safety and health course required under subsection (a) of this section who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.
- (c) Not later than January 1, 2007, 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 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) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, "Public building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

# CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

#### **CONTRACTORS WAGE CERTIFICATION FORM**

I,_		of _		
I,Officer, Owner, Authorized Rep.		Company Name		
do hereby certify that the _				
	Company Name			
<del>-</del>	S	treet		
and all of its subcontracto	City rs will pay all workers	s on the		
	Project Name and	Number		
	Street and City			
the wages as listed in the so attached hereto).	chedule of prevailing	rates required for such project (a o	copy of which is	
	Si	gned	_	
Subscribed and sworn to be	efore me this	day of	, 2004.	
		Notary Public		
Return to:				
Wage & W 200 Folly	it Department of Lab orkplace Standards I Brook Blvd. ld, CT 06109			