### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

### 1. Definitions:

**Access Agreement -** An agreement form provided by the railroad that must be completed by the Contractor prior to any work on the Railroad Right of Way.

**Class A Groundsman** - An employee of the railroad power department authorized to de-energize and re-energize and ground high tension power lines.

**ConnDOT Engineer** - The ConnDOT Engineer in this specification is the Client Agency assigned ConnDOT Engineer given the authority as defined in section 1.05.01 of the Standard Specification for Roads, Bridges, Facilities and Incidental Construction, Form 817. The Office of Rail Construction shall be responsible for all requirements stated in section 1.05.01.

**ConnDOT State Inspector** - Client Agency representative that oversees work performed by the Contractor and holds Contractor accountable to the requirements of the work performed against this Contract.

**EPA -** Environmental Protection Agency

**Form 817** - Client Agency's Standard Specifications for Roads, Bridges, Facilities and Incidental Construction.

FRA - Federal Railroad Administration

PO - Purchase Order

**Railroad Right of Way** - Client Agency owned property in which railroad operators have a right to run trains.

**Rental Services** - Maintenance and equipment services for railroad bridge maintenance and repair.

# 2. **General Contract Requirements:**

- a) This Contract is for the rental of railroad bridge maintenance services for Client Agency. Rental of services must include all equipment with operator(s) as well as tools and labor necessary for the complete performance of the particular service required. Contractor providing the service shall have complete responsibility for equipment and labor being used and shall provide all fuel, maintenance and repair for that equipment.
- b) Rental time does not include travel time to and from the project site. Cost of transporting personnel, picking up materials at locations designated by Client Agency, required rental

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equipment and services to and from the area shall be the responsibility of Contractor. Client Agency shall not pay additional fees for transporting equipment.

c) Contractor shall perform work on railroad rights-of-way and may be required to use specialized hi-rail equipment to access the site and/or perform work from track level.

# 3. Work On Railroad Right of Way:

Contractor shall be required to provide rental services for projects on the Railroad Right of Way and shall be required to:

- a) Provide evidence of the applicable standard railroad Access Agreement with the railroad.
- b) Coordinate flagging requirements with railroad companies.
- c) Pay for a railroad flagger and a Class A Groundsman. A railroad flagger is a railroad employee qualified on the rules of the operating department and is the contact employee qualified to obtain the use of track. These are considered outside services and charges for such services may be invoiced to Client Agency for the actual cost paid to the Railroad plus a 10% markup.
- d) The Client Agency may choose to execute an agreement with the Railroad to pay through a force account agreement.

### 4. **Prevailing Wages:**

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

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 this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such 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.

Current prevailing wage rates can be found in Attachment C, Prevailing Wage Rates.

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# 5. FORM 817:

All work performed must be in accordance with FORM 817 including all supplements and other applicable standards. Printed copies of FORM 817 and all supplements are no longer available. Electronic copies can be accessed at: <a href="http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362">http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362</a>

# 6. **Operating Standards**:

Contractors supplying Equipment and Services operated by Contractor shall be required to comply with the current Occupational Safety and Health Administration ("OSHA"), CFR, Parts 1910 and 1926 and the Connecticut OSHA Standards, Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations.

### 7. Contractor Selection:

Utilization of a particular Contractor to support a project shall be based on one of the three (3) methods described below. Performance of Contractors on previous projects shall be considered in the issuance of purchase orders. Client Agency reserves the right to base its decision to issue purchase orders based on Contractor availability, Contractor response time, equipment types available, specialized services required or other pertinent service factors solely at the Client Agency's discretion. Client Agency may interview Contractor to determine if they are qualified to perform the required services. Documented experience may be requested. Required insurance must be on file before a purchase order is issued. Client Agency shall select Contractor by one of the following three (3) methods:

# a) Standard Contract Use

Client Agency shall estimate the scope of services for a planned activity at a particular site. The costs for the scope of services must be evaluated using the unit prices of Contractors on Contract. The estimated lowest-priced Contractor shall be contacted by Client Agency to see if the Contractor is able to meet the schedule required for the work. If the Contractor is unable to respond to the schedule requirements of Client Agency, the next lowest price awarded Contractor shall be contacted until a Contractor is selected.

#### b) Specialized Contract Use

Client Agency shall prepare a scope of work for a particular project, which must be provided to all Contractors. All Contractors shall be requested to submit a cost proposal and work plan (as needed) for the required services. Client Agency shall evaluate each of the proposals and authorize the selected Contractor to proceed. Client Agency may provide comments or other conditions to revise the selected Contractor's work plan. Any additional or unforeseen work must be paid at existing Contract rates in accordance with

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Contract terms and conditions. The lowest-price Contractor shall be contacted by Client Agency to see if Contractor is able to meet the schedule required for the work. If the Contractor is unable to respond to the schedule requirements of Client Agency, the next lowest-price Contractor shall be contacted until a Contractor is selected.

# c) Standard and Specialized Contract Use Combined

In some instances, the project scope may be such that the pricing is in accordance with existing Contract unit prices for a portion of the project work (i.e. Standard Contract Use) while the remaining prices may be solicited (i.e. Specialized Contract Use). The lowest-price Contractor for the total project scope must be contacted by Client Agency to see if Contractor is able to meet the schedule required for the work. If the Contractor is unable to respond to the schedule requirements of Client Agency, the next lowest-price awarded Contractor shall be contacted until a Contractor is selected.

In the event that more than one Contractor piece of equipment can be used to perform requested work, Client Agency at its discretion shall determine the Contract item to be included in the purchase order to accomplish the work.

A mandatory pre-construction meeting must be conducted for each project prior to beginning work. Contractor shall not be paid for attending or traveling to pre-construction meeting.

Contractor shall conform to the specifications established by Contract and purchase order requirements. If there are any proposed minor deviations from these requirements, it is Contractor's responsibility to acquire Client Agency written approval for such deviations at the pre-construction meeting. Alternate proposals or methods are not acceptable under the terms of this Contract. Client Agency may assign work to multiple Contractors simultaneously in an effort to accomplish its project schedules.

# 8. Contacting a Contractor:

A period of two (2) consecutive days or forty-eight (48) hours, Saturday and Sunday excluded, must be the time limit for attempting to contact a low price Contractor prior to contacting the next to lowest Contractor. The availability of a Contractor to start work when requested, normally, within five (5) working days after receiving notification of the purchase order number, must be considered when selecting the lowest available qualified Contractor. The time limit may be extended at the discretion of Client Agency.

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# 9. Pricing and General Specifications:

- a. Contractor shall provide the majority of the services required by Client Agency. In the event it becomes necessary for Contractor to use any subcontractor, requests for approval are to be submitted to Client Agency Office of Rail prior to the start of any work. Client Agency reserves the right to reject any proposed subcontractor. Contractor acknowledges that any work provided under Contract to any Client Agency is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.
- b. Whenever Contractor intends to purchase goods or services from a subcontractor or supplier (at any tier) in which Contractor has a financial interest, Contractor shall inform Client Agency of the nature and extent of its interest in advance in writing. Client Agency may accept or reject such subcontractor or supplier as it deems appropriate. Additionally, the price charged by Contractor prior to the contractually-allowed mark up (as applicable) must be the same as that paid by its subsidiary, affiliate, or parent company no matter how far up or down the chain of ownership from Contractor, as if Contractor performed that work itself.
- **c.** Unless otherwise directed by Client Agency, Contractor shall provide a minimum of three (3) quotes for subcontracted goods or services having a value in excess of ten thousand dollars (\$10,000.00).
- **d.** This is a firm fixed price Contract. Contractor shall not change prices, except as expressly allowed in accordance with its terms, through the term of Contract. No markup is allowed on any piece of rental equipment, subcontracted labor, or materials listed on Exhibit B, Price Schedule. Markup for materials and outside services not listed must not exceed ten percent (10%).
  - If the Contractor encounters an unforeseen site condition that is outside the scope of the PO, which impedes Contractor from continuing the work described in the PO, Client Agency may add a specific task for the Contractor to correct the impediment so that Contractor can continue work assignment on PO. Unit rates for any tasks added to PO for unforeseen site conditions must be approved by Client Agency prior to any work being performed.
- e. Labor rates are the price per man-hour (prevailing wage rate) for project site labor performed by each labor classification as defined under Labor Class Definitions in Exhibit B, Price Schedule. Time begins when the Contractor is at the site and ready to work. Trip time, travel time or any other miscellaneous charges pertaining to the providing of labor listed on

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Contract are not allowed. Labor rates must be calculated in terms of straight time, overtime, and premium time which, for the purpose of Contract shall be defined as follows:

- i. Straight time shall mean an approved 40 hour weekday schedule, which is project specific, Monday through Friday;
- ii. Overtime rates for manpower may not exceed time-and-one-half of the straight time rate and shall only be for those hours when an overtime wage rate is paid to the employee, as shown on certified payrolls and pre-approved in writing by Client Agency project coordinator. Such overtime may only include the time in excess of an approved 40 hour weekday schedule and all day Saturday;
- iii. Premium time rates for manpower may not exceed double-time of the straight time rate and must only be for those hours when premium wage rates are paid to the employee, as shown on certified payrolls;
- iv. Overtime and premium rates must not be applied to equipment rental rates. Daily rates for equipment apply for any overtime and premium time.
- **f.** Client Agency shall monitor the use of all labor and equipment. If Client Agency determines that manpower or equipment is not being utilized, Client Agency shall not pay manpower or equipment remaining idle.
- g. The equipment and tools listed in Exhibit B, Price Schedule must be available to the Contractor. The equipment and tools do not have to be on the project site every day unless they are necessary to properly complete the services required. Client Agency shall only pay for the hours the equipment is actually used.
  - Equipment must be in safe operating condition at all times. Delays caused by equipment failure or failure of crews to perform services will result in non-payment for these hours. All personnel participating in Contract shall wear all safety equipment as required by OSHA Standard 29 CFR 1926.28(a) and as required by any railroad entity in whose right-of-way work is performed.
- **h.** Client Agency shall not pay for tools of the trade which include but are not limited to the following:
  - Reusable hand and small tools; i.e. screwdrivers, hammers, hand shovels, garden hoses
  - **II.** Reusable protective clothing
  - III. Computer equipment and software including all costs relating to use of such equipment
  - IV. Communication equipment, including but not limited to regular and cellular telephones, including all costs relating to the use of such equipment
  - v. Consumable supplies/equipment
  - VI. Cost of routine cleaning of equipment

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VII. Monitoring equipment related to implementation of Hardware Against Software Piracy ("HASP")

# i. Equipment Regulations:

Contractors renting or supplying equipment or vehicles are required to have the equipment or vehicles properly equipped for the job. Equipment must be in compliance with all of the applicable Federal, State of Connecticut Department of Motor Vehicles ("DMV") and local regulations. All operators of specialized equipment must be properly trained and licensed. Proof of licenses may be requested at any time by ConnDOT Engineer.

# j. Connecticut Registration Requirements:

Contractor shall comply with all applicable provisions and regulations of Title 14 of Connecticut General Statutes. Under State law, a commercial vehicle used by Contractor in conjunction with Contract may be subject to State registration requirements. CGS §14-12a requires such registration for any vehicle which is most frequently garaged in the State, or most frequently leaves from and returns to, one or more points within the State in the normal course of operation. In addition, a vehicle must obtain a Connecticut registration if it continuously receives and discharges cargo within the State; DMV shall monitor compliance of this regulation.

## k. **Equipment Inspection**:

Equipment must be in good operating condition and be available for inspection by State inspectors at a location within the State prior to the issuance of a purchase order. Contractors shall comply with any required FRA and Railroad specific equipment inspections. If the Contractor's equipment is unavailable for inspection or unable to perform the specified work, Client Agency shall contact the next lowest priced Contractor offering the required equipment or services. Contractor shall provide all the necessary equipment and supplies for each crew required.

# I. Basic Repair Unit:

Equipment specified as part of the basic repair unit for a particular task as such tasks are described in this Exhibit A must be available for use at all times. Comparison of manufacturers' model designations and unit capabilities shall be referenced through the latest edition of the Rental Rate Blue Book published by Equipment Guide Book Company, Palo Alto, CA.

The hours of use for all equipment are to be calculated at the project site. Time begins when Contractor is at the site and ready to work. Client Agency does not allow trip time, travel time, delivery charges, or any other miscellaneous charges pertaining to the

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rental of equipment, except for the mobilization of large, non-over-the-road equipment. Mobilization of the large, non-over-the-road equipment (wheel and track) to and from the project site which is necessary for the performance of work shall be paid as the actual time required to move the equipment and may not exceed two (2) hours. Mobilization will not be paid for any equipment mobilized for the convenience of Contractor.

The actual number of hours recognized and paid for truck drivers and dump trucks/trailers utilized to haul material from the project site each day shall be calculated only from the time that the truck drivers and dump trucks/trailers are on the project site ready to work until they complete their last load and return to the project site or Contractor's office, whichever is shorter in distance. Travel time to the project site will not be considered for payment.

Client Agency shall provide Contractor with the analytical results for soil requiring off-site disposal. Contractor shall then obtain and complete all necessary paperwork, including waste profiles, Material Shipping and Receiving Log ("MSRL") and similar forms and then forward them to Client Agency for signature as generator. Contractor shall be responsible for all scheduling and coordination with the selected facility and preparation of all manifests and bills of lading. When needed, Client Agency shall obtain the EPA Generator Identification number and provide such number to Contractor.

# m. Painting:

Removal of paint and painting under the terms of Contract will be incidental to bridge repairs. Removal of paint to make structural steel repairs and/or modifications, involving only touch-up paint of the area where the paint was removed to do the repairs and/or modifications shall be allowed by Contractor holding QP-1 or QP-2 certificates from the Structural Steel Painting Council. Contractors are required to comply with OSHA Lead Standard 29CFR 1926.62, the United States Environmental Protection Agency ("USEPA") Resource Conservation and Recovery Act ("RCRA") Hazardous Waste Regulations (40 CFR Parts 260 through 274), the State of CT Department of Energy and Environmental Protection ("DEEP") Hazardous Waste Regulations (Regulations of Connecticut State Agencies ("RCSA") 22a-209-1 and 22a-449(c) and Best Management Practices for the Protection of the Environment, Section 10, Exhibit A. Contractor shall provide all labor, materials, tools, equipment, services, testing and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards, codes and Best Management Practices for the Protection of the Environment described in this Exhibit A.

Waste materials must be collected and placed in containers provided by Contractor. Contractor shall be responsible for removing and disposing of such materials from work sites, this work shall be considered an outside service handled in accordance with those provisions of Contract.

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All materials supplied by the Contractor under Contract are subject to the physical sampling and written certification requirements of FORM 817. Quality control of work shall be the responsibility of Contractor through its working supervisor. Contractor shall be responsible for all work performed on any project, all work performed by its subcontractors and the performance of all equipment installed or utilized. In addition, any work done or materials used without inspection by a Client Agency representative may be ordered exposed for examination and testing and restored at Contractor's expense. If any completed work or materials used are found unacceptable, the work or materials shall be replaced at the Contractor's expense.

All costs related to any damage caused by Contractor's action or inaction, or defective materials supplied by Contractor, shall be the Contractor's responsibility including but not limited to repair/replacement of such defect, contaminated soil and groundwater remediation and disposal. Any property damage caused by Contractor shall be repaired to the satisfaction of Client Agency at no cost to Client Agency.

# n. Night Work:

If night work is to be performed utilizing any of the various types of bridge repair units, Contractor shall provide bright wide angle retro-reflective sheeting signage for the work area and provide all lighting for illumination of traffic control and signing operations and for illumination of the work area to the satisfaction of ConnDOT Engineer. Required illumination must consist of one (1) "light-plant" (a gasoline-powered, trailer-mounted generator unit with four (4) high-intensity lamps on an extendable stanchion that operate and focus independent of each other), per work crew area or approved equivalent, at the discretion of ConnDOT Engineer. The cost of illumination of traffic control and signing operations shall be paid for under the night additional cost for traffic control. The illumination of the work area shall be paid for under the night additional cost for items 1, 2, 3, 4, 5, 7, 8, 9, 10 of Exhibit B, Price Schedule.

Retro reflective sheeting for signage must be performed in accordance with Form 817 Section M.18.09.

Night hours normally are considered to be from 6:00 p.m. to 6:00 a.m. but shall be determined at the pre-construction meeting by ConnDOT Engineer.

### o. Working Over or Near Water:

Work performed over or near water must be paid at the applicable rate in Exhibit B, Price Schedule when additional personnel are required and approved by Client Agency. If additional personnel are not required, Contractor shall be paid at the regular hourly rate. Contractors are required to comply with OSHA Standard 29 CFR 1926, 106 and CGS §15-140c, when working over or near water.

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Work over or near water must be considered any work where a danger of drowning exists and must be discussed at the pre-construction meeting. If a boat is required, Contractor shall provide an operator and boat at no additional cost. The boat must be equipped with all safety equipment required by government regulations. Contractor shall provide to ConnDOT Engineer copies of all necessary permits, licenses and registrations for the boat and operator. The boat must be operable and available at all times. In the event of a breakdown, hazardous over water work must discontinue until the boat is repaired or replaced.

### p. Traffic Control:

Contractor shall be responsible for supplying, erecting, maintain, moving and removing all signs, sign supports, barricades, traffic cones, traffic delineator and any other materials necessary as set forth in the provisions of the section identified as "Work Zone Traffic Control Operators" in Exhibit A. Contractor shall provide all lighting to illuminate the work area and illumination for traffic control and signing operations. If night work is performed utilizing traffic control, Contractor shall be responsible for providing bright wide angle retro-reflective sheeting signage in accordance with Form 817 M.18.09.

On projects utilizing uniformed police officers, Client Agency personnel shall determine the type of traffic personnel and the number of officers required at the pre-construction meeting.

## q. Traffic Personnel Requirements:

Traffic personnel shall be trained in the proper performance of their duties.

i. Uniformed Flaggers: Uniformed Flaggers ("Uniformed Flaggers") must have successfully completed a flagger training program from American Traffic Safety Services Association ("ATSSA"), National Safety Council ("NSC") or other approved programs. A copy of the Uniformed Flagger's training certificate shall be provided to Client Agency's representative before the Uniformed Flagger performs any work on the project. Uniformed Flaggers shall wear garments (including high visibility headgear) so as to be readily distinguishable as a Uniformed Flagger, in accordance with Standard 6E-3 of The Manual on Uniformed Traffic Control Devices ("MUTCD") published by the Federal Highway Administration ("FHWA").

Each Uniformed Flagger shall also be equipped with a STOP/SLOW paddle that is at least eighteen inches (18") in width with letters at least six inches (6") high and conforms to Standard 6E-4 of the MUTCD.

Traffic control must be performed in accordance with Work Zone Traffic Control Operations Section 6, Exhibit A including the general notes for traffic control and traffic

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control plan, as applicable and conform to National Cooperative Highway Research Program ("NCHRP") Report 350 (TL-3).

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

**ii. Uniformed Police Officers:** Uniformed Police Officers ("Uniformed Police Officers") must be sworn municipal police officers or uniformed constables. Their services must include an official municipal police vehicle when requested by Client Agency.

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

Contractor shall be responsible for the scheduling and payments of Uniformed Police Officers used for traffic control.

# r. Pricing for Traffic Control:

Traffic Control Items 9A, 9B, 9E, 9F and 9G identified in Exhibit B, Price Schedule are priced at an hourly basis. Client Agency shall pay the rate offered for half (1/2) hour increments up to and not to exceed two (2) hours per day when required and shall be set up and removed by Contractor where traffic control is required. Traffic Control Items 9C, 9D and 9H on Exhibit B, Price Schedule must be paid for actual hours used. Crash Units without Operators when a unit is idling with lights flashing must be paid for between the set up and breakdown times.

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

If Uniformed Flaggers are required by Client Agency, they shall be paid for at the rate bid for Item 9D on Exhibit B, Price Schedule.

If Uniformed Police Officers are utilized as traffic personnel this shall be considered an outside service and handled in accordance with those provisions in the Contract.

Payments for Uniformed Police Officers utilized by Contractor for its convenience, and not approved by ConnDOT Engineer, is the responsibility of Contractor.

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# s. Holidays:

Contractor shall not be permitted to work on the following legal holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Contractor shall not be permitted to work on the day before and the day after any of the holidays listed above.

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

# t. **Environmental Compliance**:

Contractor shall be required at all times to be in compliance with the environmental laws and regulations promulgated by the Connecticut Department of Energy and Environmental Protection ("DEEP") and the Federal government. During any period that Contractor is found to be in noncompliance, new purchase orders must not be issued for that Contractor. Contractor shall also comply with Section 1.07.16 and 1.10.03 of the Form 817 and ConnDOT's Best Management Practices for the Protection of the Environment, Section 10, Exhibit A.

## u. Certification:

It is the Contractor's responsibility to ensure that all persons engaged in work under this Contract in a classification that requires special certifications or licenses including welders, divers, electricians, boom operators and truck operators requiring CDL, possess these special licenses or certificates. A sufficient number of licensed and certified operators shall be present on the project site to operate any necessary equipment without interruption to the job. Underwater divers shall possess commercial diving licenses as required by OSHA requirements, 29 CFR, PART1910.410.

### v. <u>Safety Precautions</u>:

Contractor shall be responsible for taking all necessary precautions for safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal regulations to prevent accidents or injuries to persons on, or about, or adjacent to the premises where the work is being performed. Work areas must be kept tidy, clean and free from unnecessary rubbish.

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Contractor shall erect and properly maintain at all times, as required by the conditions and progress of work, all necessary safeguards for the protection of workers and the public. Contractor shall post danger signs warning against any hazards created by construction. Contractor shall designate a responsible member of the Contractor's organization on the work site whose duty is the prevention of accidents. The name and position of the person designated shall be reported to Client Agency by Contractor.

# w. Extenuating Circumstances:

Extenuating circumstances which affect work performed and payments: Payments shall not be made by Client Agency for rental of equipment operated by Contractor or for services, when work cannot be performed due to extenuating circumstances or adverse weather conditions as determined by Client Agency and Contractor has been given adequate notification of the temporary shutdown of work. The term adequate notification shall be discussed and agreed upon between Client Agency and Contractor prior to work shutdown, at the pre-construction meeting.

Payments shall not be made by Client Agency for rental of equipment operated by the Contractor services or Traffic Control (i.e. Uniformed Police) if Contractor cancels for the day.

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

# x. Expiration of Contract/Continuation of Work until Completion:

In the event that Contract period expires and Contractor has not completed projects that are underway, Client Agency may allow or require Contractor to complete these projects if the following conditions are met:

- I. Prices bid under Contract remain in effect until work is completed.
- II. All other contractual obligations and conditions remain the same, including insurance requirements and prevailing wage scales, if applicable.

# 10. ConnDOTs Best Management Practices for the Protection of the Environment:

The following items are specifically designed for use by Client Agency during construction and maintenance projects. Any of these items may be superseded by specific permits from DEEP and specifications provided under the Specialized Contract Use. Any design changes requiring a variance from these items due to construction methods must be submitted to Client Agency for review and transmitted to DEEP for approval, if necessary. The definition of ConnDOT Engineer and Contractor

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are found on page two (2) of the current Form 817 and refer to Client Agency personnel and hired Contractors. All construction and maintenance activities must be consistent with related Client Agency administrative memorandums concerning procedures and responsibilities for the control of erosion and sedimentation.

#### a. General Conditions:

- i. No construction may proceed until erosion and sedimentation control plans, prepared by Contractor, have been submitted in writing and approved by ConnDOT Engineer, and such controls have been installed as the sequence of construction necessitates as per Form 817, Item 2.10.01. This plan must be consistent with DEEP Connecticut Guidelines for Soil Erosion and Sediment Control (2002) as revised. This can be found on the DEEP website: www.ct.gov/deep/soilerosionedimentcontrol
- ii. No equipment, materials, or machinery may be stored, cleaned, repaired or refueled within twenty five feet (25') of any wetland or watercourse.
- iii. No construction may proceed until a method to prevent construction debris, paint, spent blast materials or other materials from entering the wetland or watercourse has been approved by ConnDOT Engineer, and such method has been implemented as the sequence of construction necessitates. These materials must be collected and disposed of in an environmentally safe manner as determined by Federal, State and local laws. ConnDOT Engineer shall monitor wind velocities and storm events during the conduct of such work, and shall cause such activity to cease if storm conditions threaten to cause deposits of material to fall into the waterway.
- iv. No materials resulting from construction or maintenance activities may be placed in or contribute to the degradation of an adjacent wetland or watercourse. Disposal of any material shall be in accordance with CGS § 22a-207 through 22a-209.
- v. Fording of streams with equipment is prohibited, except where approved by ConnDOT Engineer. Such equipment travel must be minimized in any case. Where frequent equipment travel on stream banks and beds is necessary, washed stone must be placed to minimize erosion, scour and turbidity, provided no significant grade change will occur and no significant environmental impact will result. DEEP approval shall be required for any haul road or temporary structure placed in wetlands or watercourses.
- vi. All off-site disposal locations for material and debris resulting from the progress of a project must be noted on a map and submitted to ConnDOT Engineer for acceptability. This map must also show the location for final disposal of surplus material, and the type of material to be disposed. Contractor shall ensure that these locations are outside of designated wetlands or watercourses, unless otherwise approved by State or Federal agencies.

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- vii. A construction sequencing plan and a water handling plan including a contingency plan for flood events must be submitted in writing to ConnDOT Engineer for approval prior to the commencement of any construction in a waterway. At all times, water must be kept deep enough in the channel to allow for the passage of fish and continuous flow of the watercourse when applicable.
- viii. Where de-watering is necessary, pumps may not discharge directly into a wetland or watercourse. Prior approval of ConnDOT Engineer is required for the specific methods and devices, such as pumping the water into a temporary sedimentation bowl, providing surge protection at the inlet and outlet of pumps, or floating the intake of the pump, or other method to minimize and retain the suspended solids. The method employed must be of sufficient capacity to accommodate the hydraulic demand. If ConnDOT Engineer determines that the pumping operation is causing turbidity problems, said operations must cease until such time as feasible means of controlling turbidity are determined and implemented.
- ix. Cofferdams and other measures such as bank stabilization must be of minimal size as approved by ConnDOT Engineer. In all cases such installation may not cause flooding or increased scouring potential.
- x. Work within and adjacent to watercourses must be conducted during periods of low flow whenever possible. ConnDOT Engineer shall remain aware of flow conditions during the conduct of such work, and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation or turbidity. During storms every effort must be taken to secure the worksite.
- b. Lead Compliance for Miscellaneous Exterior Tasks
  - I. All activities must be performed in accordance with the OSHA Lead in Construction Regulations (29CFR 1926.62), the USEPA RCRA Hazardous Waste Regulations (40 CFR Parts 260 through 274), DEEP Hazardous Waste Regulations (RCSA 22a-209-1 and 22a-449(c)) and the USDOT Hazardous Material Regulation (49CFR Part 171-180).
  - II. All activities must be performed by individuals with appropriate levels of OSHA lead awareness and hazard communication training and be supervised by Contractor's Competent Person (as defined in OSHA 29CFR 1926.26) on the project site at all times. Contractor's Competent Person is one who is capable of identifying existing and predictable hazards existing and predicable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

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- III. Contractor shall note that all the disposal of contaminated and hazardous materials must go to a facility approved by Client Agency using transporters approved by Client Agency. Contractor shall prepare the manifest(s) required by Regulations of Connecticut Agencies § 22a-449(c)-102 or any other manifest, shipping paper or bill of lading, prior to the transportation and disposal of any of the aforementioned wastes.
- IV. Prior to the beginning work that impacts lead paint, Contractor shall submit the following to ConnDOT Engineer:
  - a) Work plan for work impacting lead paint including engineering controls, methods of containment of debris and work practices to be employed, as needed, to minimize employee exposure and prevent the spread of lead contamination outside the Regulated Area (as such term is defined in the applicable purchase order on a project by project basis).
  - b) Copies of all employee certificates, dated within the previous twelve (12) months, related to OSHA lead awareness and hazard communication training and training in the use of lead-safe work practices. The Society of Protective Coatings ("SSPC") training programs may be accepted as meeting these requirements if it can be demonstrated that such training addressed all required topics.
    - This information must be updated and resubmitted annually, or as information changes, for the duration of the activities impacting lead to verify continued compliance.
  - Name and qualifications of Contractor's OSHA Competent Person under 29 CFR 1926.62.
  - d) Documentation from Contractor typed on company letterhead and signed by Contractor, certifying that all employees listed therein have received the following:
    - i. Medical monitoring within the previous twelve (12) months, as required in 29 CFR 1926.62;
    - ii. Biological monitoring within the previous six (6) months, as required in 29 CFR 1926.62;
    - iii. Respirator fit testing within the previous twelve (12) months, as required in 29 CFR 1910.134 for those who do a tight-fitting face piece respirator.

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This information must be updated and resubmitted annually, or as information changes, for the duration of the activities impacting lead to verify continued compliance.

- e) Name of Client Agency proposed State approved non-hazardous construction and demolition ("C&D") lead debris bulky waste disposal facility (DEEP-permitted Solid Waste landfill).
- f) Names of Client Agency proposed scrap metal recycling facilities. Contractor shall submit to ConnDOT Engineer all documentation necessary to demonstrate the selected facility is able to accept lead-painted scrap metal.
- g) Names of Client Agency proposed State approved hazardous waste disposal facility and copies of each facilities acceptance criteria and sampling frequency requirements.
- h) Copies of Client Agency proposed hazardous waste transporters current USDOT Certificate of Registration for Hazardous Materials Transport and the proposed transporters current Hazardous Waste Transporter Permits for the State and the waste destination state.
- i) Negative exposure assessments conducted within the previous twelve (12) months documenting that employee exposure to lead for each task is below the OSHA Action Level of 30 μg/m³. If a negative exposure assessment has not been conducted, Contractor shall submit its air monitoring program for the work tasks as part of the Work Plan (as such term is defined in the applicable purchase order on a project by project basis). Until a negative exposure assessment is developed for each task impacting lead paint, Contractor shall ensure that all workers and authorized persons entering the regulated area wear protective clothing and respirators in accordance with OSHA 29 CFR 1926.62.

No activity may commence until all required submittals have been received and found acceptable to ConnDOT Engineer

- V. Environmental sampling, including ambient air sampling, Toxicity Characteristic Leaching Procedure ("TCLP") waste stream sampling, dust wipe sampling, and air monitoring shall be conducted by Contractor as deemed necessary by Client Agency throughout the project.
- VI. All debris must be contained and vacuum collected daily or more frequently as directed by ConnDOT Engineer, due to debris buildup. Such debris, abrasive blast residue and paint chips must be stored in leak-proof storage containers in

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the secure storage site, or as directed by ConnDOT Engineer.

- VII. All storage containers, roll offs or drums must have a protective liner and removable lid. These containers must not have any indentations or damage that would allow seepage of the contained material.
- VIII. Contractor shall maintain a secure storage site, which must be large enough to handle all debris. Contractor shall store debris only in the secure site. All lead debris must be conveyed to the secure site at the conclusion of the work shift. Contractor shall account for all debris conveyed to the secured storage site and all debris transported from the project for disposal.
  - IX. Contractor shall remove and containerize all lead waste material and visible accumulations of debris, paint chips and associated items. ConnDOT Engineer shall conduct a visual inspection of the work areas in order to document that all surfaces have been maintained as free as practicable of accumulations of lead in accordance with 29 CFR 1926.62(h). If visible accumulations of waste, debris, lead paint chips or duct are found in the work area, Contractor shall repeat the cleaning at no cost to Client Agency, until the area is in compliance. The visual inspection must detect incomplete work, damage caused by the abatement activity and inadequate cleanup of the work site.

# 11. Material Requirements:

Materials requiring written certification conforming to Section 1.06.07 of FORM 817 are as follows:

- a) Concrete (including required admixtures) submittals in accordance with requirements of Section M.03 of FORM 817 below.
- b) Reinforcing Steel submittals in accordance with requirements of Section M.06.01 of Form 817.
- c) Structural Steel submittals in accordance with requirements of Section M.06.02 of Form 817.
- d) Rapid Set D.O.T. Cement notarized Materials Certificate in accordance with the requirements of Section 1.06.07 of Form 817.

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### Section M.03

- 1. Where Class 'S' Concrete is required, Contractor shall comply with the Standard Specifications FORM 817, Section M.03 as supplemented herewith ITB to provide a super-plasticized concrete.
  - a) General Composition of Concrete Mix (4,000psi required):

	PROPERTY BY	WATER PER BAG	
TYPE	WT. APPROX	MAX	GEM. FACTOR
Class "S"	1:2.16:2.20	5.7 (Gals.)	7.0 (Bags/cubic yard)

- b) <u>Coarse Aggregate</u>: The required grading shall be obtained by using 100 percent 3/8" coarse aggregate.
- c) Cement: Type I or II Portland Cement must be used for Class "S" Concrete.
- d) Admixtures: The superplasticizer admixture must be a high-range water reducer (HRWR) capable of increasing the slump of the mix from approximately 2-½ inches to 6-½ inches upon the addition of the amount recommended by the respective manufacturer. The HRWR shall conform to ASTM C494 Type F or Type G and shall be approved by ConnDOT Engineer. The use of this material shall be in strict accordance with the respective manufacturer's written instructions and procedures.
- e) <u>Composition:</u> Class "S" concrete must not contain less than 6.5 percent and not more than 8.5 percent entrained air at the time of placement.
- f) <u>Compressive Strength:</u> The Class "S" concrete must have a minimum 4,400 psi compressive strength at twenty-eight (28) days.
- g) <u>Consistency</u>: Class "S" concrete must have a slump range of 2 inches to 4 inches prior to the addition of the HRWR and from 6 inches to 8 inches of slump after the addition of the HRWR. The addition rates of the air-entraining admixture (A.E.A.) and the HRWR must vary. Frequent field testing of the air content and slump prior to and after addition of the HRWR must be the determining factor of actual addition rates for each admixture.

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

- 2. Where Rapid Set (no substitutions allowed) is required, Contractor shall provide the following material:
- (a) Rapid Set D.O.T. Cement (Industrial Grade Fast Setting Cement): a calcium sulfoaluminate

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based hydraulic cement blend mixed at a 1-2-2 ratio (cement, sand, and stone).

(Notarized Materials Certificate must accompany each PO usage) Manufactured by:

CTS Cement Mfg. Corp. 11065 Knott Ave., Suite A Cypress, CA 90630 PH. 800.929.3030

### 12. Work Zone Traffic Control Operations:

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines must provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area. Please see Attachment A, Work Zone Traffic Control - Signs and Traffic Plans, for all signs and traffic plans in accordance with this Section 12.

## a) <u>Traffic Control Patterns</u>:

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

- I. Speed and volume of traffic.
- II. Duration of operation.
- III. 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 must 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 must 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 must be removed, covered, or turned so that they are not readable by oncoming traffic.

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

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Traffic control patterns must 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 flaggers must 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, ConnDOT Engineer or Supervisor shall contact both the District Traffic Representative and the District Safety Advisor for assistance prior to setting up a traffic control pattern.

# b) Placement of Signs:

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

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

ConnDOT Engineer or Client Agency shall require that the signing 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 below, indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths must only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

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### **TABLE I – MINIMUM TAPER LENGTHS**

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

# d) Work Zone Safety Meetings:

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

# e) General

I. 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 must not be installed.

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- II. 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 is in the case of sudden equipment breakdowns in which the pattern may be installed but Contractor shall provide replacement equipment within twenty four (24) hours.
- III. In cases of differences of opinion between Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter must be brought to the ConnDOT Engineer for resolution immediately or, in the case of work after regular business hours, on the next business day.
  - f) <u>Installing and Removing Traffic Control Patterns</u>
- I. Lane closures must be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- II. Lane closures must be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- III. Stopping traffic may be allowed:
  - For such activities as blasting, steel erection, etc.
  - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
  - To move slow moving equipment across live traffic lanes into the work area.
- IV. 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 ConnDOT Engineer, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures must be taken to safely slow traffic. If required, traffic slowing techniques may be used and must include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed or removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section h and traffic must be allowed to resume their normal travel.
  - g) Use of High Mounted Internally Illuminated Flashing Arrow

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- I. On limited access roadways, one Flashing Arrow must be used for each lane that is closed. The Flashing Arrow must be installed concurrently with the installation of the traffic control pattern and its placement must 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.).
- II. 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.
- III. The Flashing Arrow must not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
- IV. The Flashing Arrow board display must 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 must be in the "caution" mode when it is positioned in the closed lane.
- V. The Flashing Arrow must not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.
  - h) <u>Use Of Truck Mounted Impact Attenuator Vehicles ("TMAS")</u>
- I. For lane closures on limited access roadways, a minimum of two TMAS must be used to install and remove traffic control patterns. If two TMAs are not available, the pattern must not be installed.
- II. 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.
- III. Generally, to establish the advance and transition signing, one TMA must be placed on the shoulder and the second TMA must be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA must be in the "flashing arrow" mode when taking the lane. The sign truck and workers shall 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 must 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 must be in the "caution" mode when traveling in the closed lane.
- IV. A TMA must be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAS must 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.

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V. TMAS must be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMAS should be placed at the beginning of the work area and must be advanced as the paving or concrete operations proceed.

# 1) <u>Use of Traffic Drums and Traffic Cones</u>

- I. Traffic drums must be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- II. Traffic drums must be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
- III. Traffic Cones less than 42 inches in height must not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- IV. Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacing's and may be reduced to meet actual field conditions as required.
  - j ) <u>Use of Remote Controlled Changeable Message Signs ("CMS")</u>, Attachment A, Work Zone Traffic Control Signs and Traffic Plans
  - I. For lane closures on limited access roadways, one CMS must be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS must be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed Merge Right). The CMS must 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.
- II. CMS must not be installed within 1000 feet of an existing CMS.
- III. 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.
- IV. 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

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taper in front of it to delineate its position. The advance CMS must be adequately protected if it is used for a continuous duration of 36 hours or more.

- V. 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.
- VI. The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).
- VII. 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).
- VIII. Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs.
  - IX. No more than two (2) displays shall be used within any message cycle and the frame time needs to be 3 seconds per frame.
  - X. The messages that are allowed on the CMS can be found in Attachment A, Work Zone Traffic Control Signs and Traffic Plans. For any other message(s), approval must be received from ConnDOT Engineer prior to their use.

### 13. Work Description:

# (a) Concrete Complete-In-Place

Removal and replacement of deteriorated concrete and reinforcing steel. This includes any incidental preparatory work, set-up, and completion as required (i.e., staging, forming, disposal of removed debris to a Client Agency approved fill site, mixing and pouring concrete, placing protective coating, curing blankets, finishing, etc.).

Contractor shall provide all necessary transportation of personnel, materials and hardware to construct and install forms, and all equipment to satisfactorily and safely complete the work including, but not limited to:

- i. Compressors,
- ii. Jack hammers, pavement breakers,
- iii. Access and man lift/scissor lift equipment (Specialized access equipment such as snoopers and Moog lifts are not be considered incidental to the work, but if required, must be compensated for as detailed in Item No. 12 on Exhibit B, Price Schedule,
- iv. Concrete mixer,

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- v. Generators,
- vi. Ladders,
- vii. Required hand tools and small power tools, (i.e., hammers, saws, drills, wheelbarrows, shovels, wrenches, pry bars, brushes, etc.) and
- viii. Scaffolding 40 ft. high x 40 ft. long x 5 ft. wide complete.

The cost of materials necessary to complete the work, in place; i.e. concrete, reinforcing steel, sandblast material, wire mesh, protective coating and expansion joint material, must be paid for under other applicable items.

Forms, braces, minor cribbing and curing mats must be provided by Contractor at no additional cost to Client Agency.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

Contractor shall be required to submit price per cubic foot. The cubic foot rate is to include the labor, tools, equipment, transportation and Contractor supplied materials necessary to complete the work, in place.

# (b) Hourly Concrete Repairs:

Removal and replacement of intricate and/or ornamental concrete, repoint mortar joints, rebar and joint material may also include minor structural steel work to include incidental preparatory work, setup and completion as required; i.e. setting up staging, mixing and pouring concrete, disposal of removed material to a Client Agency approved fill site, placing protective coating, and curing blankets.

Contractor shall provide all necessary materials and hardware to construct and install forms plus the necessary equipment and transportation of personnel or materials that would be required to satisfactorily complete the repairs.

- i. One (1) working supervisor experienced in bridge repair
- ii. One (1) 1 ton capacity pickup truck hi-rail gear equipped
- iii. One (1) 5-8 cubic yard ("c.y.") capacity dump truck hi-rail gear equipped
- iv. One (1) air compressor capable of delivering a minimum of 250 cfm @ 100 psi
- v. Three (3) pavement breakers and/or jack hammers with points and/or spades and/or rock drills as required
- vi. Six (6) 50-foot sections of air hose
- vii. One (1) blow-pipe or nozzle

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- viii. Four (4) chipping guns with points as required
- ix. One (1) reinforcing rod bender #4 to #6 rod
- x. One (1) concrete mixer 6 cu. ft. minimum capacity
- xi. One (1) 3500 watt generator
- xii. One (1) portable 250 gallon minimum capacity water tank
- xiii. One (1) concrete cut-off saw with 14 inch Blade
- xiv. One (1) standard concrete vibrator with 14 ft. shaft minimum
- xv. Two (2) ladders 32 ft. minimum
- xvi. One (1) 150 lb. sandblast unit with 100 ft. of hose and nozzles as required
- xvii. Required hand tools and small power tools, i.e. hammers, saws, drills wheelbarrows, shovels, wrenches, pry bars and brushes
- xviii. Scaffolding 40 ft. high x 40 ft. long x 5 ft. wide complete
- xix. Rigging
- xx. Fuel

Forms, braces, minor cribbing and curing mats must be provided by Contractor at no additional cost to Client Agency.

The cost of materials necessary to complete the work, in place (i.e. concrete, reinforcing steel, sandblast material, wire mesh, protective coating, and expansion joint material), shall be paid for under other applicable items.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

Minimum crew size: Three (3) Workers. One (1) of the workers shall be the working supervisor and experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed. Contractor shall be required to submit price per unit at an hourly rate. The hourly rate must include tools, equipment, transportation and Contractor supplied materials necessary to complete the work, in place.

# (c) Hourly Drainage, Clean, Repair and Replace:

Corrective work to bridge drainage systems clean, repair and/or replace must include incidental preparatory work, setup and completion as required; i.e. setting up staging, lifting and positioning drainage elements. Contractor shall provide all the necessary equipment and transportation of personnel or materials that would be required to satisfactorily complete the repairs.

All work must be accomplished with a minimum of:

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- i. One (1) working supervisor (experienced in bridge repair)
- ii. One (1) ton capacity pickup truck (hi-rail-gear equipped)
- iii. One (1) 5-8 c.y. capacity dump truck (hi-rail-gear equipped)
- iv. One (1) 200 amp @ 28 volts (minimum with 110v/30a tap) welder, self-powered portable with two (2) 100 ft. leads, and rods as required
- v. One (1) 3500 watt generator
- vi. One (1) each (minimum) power grinder (with stones), power drill (with bits), power wire brush (with brushes)
- vii. One (1) set of welding and/or cutting torches with necessary tips, hoses (100 ft. minimum), tanks and fuel
- viii. Equipment for moving, lifting and positioning drainage elements
- ix. High-pressure pipe cleaning unit with 500 ft. of hose
- x. One (1)1500 gallon (minimum) water tank
- xi. One (1) 100 ft. (minimum) power snake
- xii. One (1) air compressor, capable of delivering a minimum of 250 cfm @ 100 psi
- xiii. Six (6) 50 ft. sections of air hose and one (1) pneumatic drill
- xiv. Required hand tools and small power tools, i.e. hammers, saws, drills, wheelbarrows shovels, wrenches, pry bars and brushes
- xv. Ladders
- xvi. Scaffolding
- xvii. Rigging
- xviii. Fuel

Contractor shall be responsible for picking up this material and transporting the material to the project site.

**Minimum crew size**: Three (3) workers. One (1) of the workers shall be the working supervisor experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

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

# (d) Hourly Structural Steel Repair:

Corrective work on steel members of bridges, joints, bearings, railings and repair of overhead sign supports (minor painting may be required) to include incidental preparatory work, setup and completion as required; i.e. setting up staging and bridge jacking.

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Contractor shall provide all necessary materials plus the necessary equipment and transportation of personnel or materials that would be required to satisfactorily complete the repairs.

Contractors are required to comply with OSHA Lead Standard (29 CFR 1926.62). To be accomplished with a minimum of:

- i. One (1) working supervisor (experienced in bridge repair)
- ii. One (1) 1 ton capacity pickup truck hi-rail gear equipped)
- iii. One (1) 5-8 c.y. capacity dump truck (hi-rail gear equipped)
- iv. One (1) 200 amp @ 28 volts (minimum with 110v/30a tap) welders, self-powered portable with two (2) 100 ft. leads and rods as required; one (1) each (minimum) power wire brush with brushes)
- v. One (1) set of welding and/or cutting torches with necessary tips, hoses, (100 ft. minimum) tanks and fuel
- vi. One (1) Skidmore-Wilhelm calibrator or equal bolt tension-indicating device
- vii. Two (2) low profile hydraulic jacks 100 ton minimum with pumps
- viii. One (1) air compressor, capable of delivering a minimum of 250 cfm @100 psi and to include two (2) needle scalers
- ix. Six (6) 50 ft. sections of air hose, and one (1) blow-pipe or nozzle; two (2) chipping hammers (15# max.) with points as required; one (1) rock drill
- x. One (1) manifold jacking system with (10) 150-ton jacks & necessary hoses
- xi. One (1) reciprocating saw, self-powered with blades
- xii. One (1) 150 lb. sandblasting unit with 100 ft. hose nozzles as required
- xiii. One (1) 3500 watt generator; grade "D" air-supplied respirators with necessary power source, minimum for two (2) workers; air/gas monitor in compliance with OSHA regulations
- xiv. Required hand tools and small power tools, i.e. hammers, saws, drills, wheelbarrows shovels, wrenches, pry bars, brushes and clamps
- xv. Minimum two (2) ladders 32 ft.
- xvi. Scaffolding, (minimum 40 ft. high x 40 ft. long x 5 ft. wide-complete)
- xvii. Rigging
- xviii. Fuel
- xix. One (1) magnetic anchored drill with the necessary bits

Minor painting of affected areas may be required. Removal of paint and painting under the terms of this item must only be incidental to bridge repairs. Removal of paint in order to make structural steel repairs and/or modifications involving only touch-up (paint) of the area where the paint was removed to do the repair and/or modifications will be allowed without a Contractor providing Client Agency with valid QP-1 and QP-2 Certificates from the Structural Steel Painting Council. Examples are: Removal of paint from areas of steel bearings, diaphragms, beams and other structural members where it is necessary to flame-cut, weld or

# **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

otherwise modify the structure. Waste materials must be collected and placed in containers provided by Contractor.

Braces and minor cribbing must be provided by Contractor at no additional cost to Client Agency.

The cost of materials necessary to complete the work, in place; i.e. steel and the required hardware, reinforcing, sandblast material and paint, must be paid for under other applicable items.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

**Minimum crew size:** Three (3) workers. One (1) of the workers shall be the working supervisor experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

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

### (e) Hourly Heavy Carpentry

Rehabilitation and/or repair of timber bridge elements to include incidental preparatory work, setup and completion as required; i.e. Setting up staging; moving, lifting and positioning large timbers and beams.

Contractor shall provide all necessary materials plus the necessary equipment and transportation of personnel or materials that would be required to satisfactorily complete the repairs.

- i. One (1) working supervisor (experienced in bridge repair)
- ii. One (1) 3500 watt generator
- iii. One (1) 1 ton capacity pickup truck
- iv. One (1) 5-8 c.y. capacity dump truck
- v. One (1) air compressor, capable of delivering a minimum of 250 cfm @ 100 psi
- vi. Six (6) 50 ft. sections of air hose
- vii. One (1) heavy-duty drill with bits
- viii. One (1) circular saw with blades
- ix. One (1) reciprocating saw with blades
- x. One (1) chain saw

### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

- xi. Equipment for moving, lifting and positioning large timbers and beams
- xii. Hand tools and small power tools, i.e. hammers, saws, drills, pry bars, wrenches and clamps
- xiii. Ladders
- xiv. Scaffolding
- xv. Rigging
- xvi. Fuel

Braces and minor cribbing must be provided by Contractor at no additional cost to Client Agency.

The cost of materials necessary to complete the work, in place (i.e. lumber, planking, roofing materials, and nails), shall be paid for under other applicable items.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

**Minimum Crew Size**: Three (3) workers. One (1) of the workers shall be the working supervisor experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

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

## (f) Hourly Underwater Concrete:

Underwater and adjacent repairs including but not limited to the placing of sacked concrete and/or pressure grouting. Includes incidental preparatory work, setup and completion as required and provide the use of an underwater color video camera (DVD format) with necessary topside viewing equipment. Contractor shall provide all necessary equipment and transportation of personnel or materials that would be required to satisfactorily and safely complete the repairs.

Work performed under this item must conform to OSHA standard 29 CFR 1910.401 – 441, Subpart T (Commercial Diving Operations).

- i. One (1) working dive supervisor (certified commercial diver trained in the use of surface supplied hardhat diving apparatus, not SCUBA) experienced in bridge repair.
- ii. Dive equipment must be capable of supplying two (2) surface hardhat supplied divers with adequate air, lighting, hardwire surface communication and necessary thermal protection for year round diving to a possible maximum depth of 100 ft.

### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

Braces and minor cribbing (cribbing necessary to support a secondary member) shall be provided by Contractor at no additional cost to Client Agency.

The cost of materials necessary to complete the work, in place i.e.; concrete bags, sand stone, cement and reinforcing, shall be paid for under other applicable items.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

**Minimum Crew Size**: Three (3) workers. One (1) of the workers shall be the Working Dive Supervisor experienced in bridge repair, which is included in this item. The other workers in which one shall be a certified diver, shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

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

### (g) Hourly Bridge Cleaning:

Cleaning of bridges below the deck, of movable bridge components and platforms, and of counterweight pits. Includes incidental preparatory work, setup, collection and disposal of debris, and completion as required i.e., setting up staging. Contractor shall provide all necessary equipment, transportation of personnel, and all materials such as tarps, plastic sheeting or bags to contain and collect debris that would be required to satisfactorily complete the repairs.

Contractor shall be responsible for making all necessary arrangements such as dumping permits for the proper disposal of the collected debris and protection of the workers in accordance with OSHA requirements.

- i. One (1) working supervisor (experienced in bridge repair and cleaning)
- ii. One (1) 1 ton capacity pick-up truck (hi-rail gear equipped)
- iii. Required hand tools, (shovels, brooms, etc.),
- iv. Ladder
- v. Scaffolding
- vi. Rigging
- vii. Various tools necessary to keep equipment operational
- viii. Fuel

### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

The cost for disposal of all collected debris, including dumping permit fees, must be included in the cost of the work and will not be paid for separately.

Contractor shall be responsible for picking up material and transporting it to the project site on own time and shall not be paid for any equipment down time.

**Minimum Crew Size**: Three (3) workers. One (1) of the workers shall be the working supervisor experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

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

# (h) Hourly Excavation of Accumulated Sediments Within The Limits of a Bridge Culvert:

Removal of accumulated sediments within the limits of a bridge or culvert, as directed by ConnDOT Engineer. Includes labor, any incidental preparatory work, setup, transportation, the necessary equipment to complete the work and proper disposal to a Client Agency approved site.

To be accomplished with a minimum of:

- i. One (1) working supervisor (experienced in bridge repair)
- ii. One (1) 1 ton capacity pickup truck
- iii. One (1) 5-8 c.y. capacity dump truck
- iv. Hand tools and small power tools, i.e. come-along, lifting apparatus, winch necessary for removing accumulated sediments from the bottom of a stream channel within, or immediately adjacent to, the confines of a culvert or under a bridge.

**Minimum Crew Size**: Three (3) Workers. One (1) of the workers shall be the working supervisor (experienced in bridge repair), which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit, Price Schedule, based upon work to be performed.

Contractor shall submit price per unit at an hourly rate. The hourly rate must include tools, equipment and transportation. Contractor shall supply all materials necessary to complete the work, in place.

All work must be in full compliance with permit terms and conditions

TRAFFIC CONTROL FOR BRIDGE REPAIR - Provided By Contractor-Hourly: Unit to include the necessary equipment and personnel to provide traffic control patterns as required and determined by Client Agency using the current draft of Client Agency.

#### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

- (i) Contractor shall provide the following:
  - i. Materials
  - ii. Equipment
  - iii. Personnel and
  - iv. Fuel

Traffic control must be paid as follows:

- Items No. 9 A & B of Exhibit B, Price Schedule, by half-hour (½) increments up to and not to exceed two (2) hours per day when required, and must be classified as setup and removal where traffic control is required.
- Items No. 9 C-H of Exhibit B, Price Schedule, by half-hour increments for actual hours worked.

Contractor shall be required to submit price per unit at an hourly rate. The hourly rate is to include tools, equipment, transportation and Contractor supplied materials (i.e. traffic cones, signs, etc.) necessary to complete the work, in place.

- i. Non-limited access set up and removal
- ii. Night additional set up and removal
- iii. TMA with operator
- iv. Uniformed Flaggers
- v. TMA without operator
- vi. Variable message sign
- vii. Arrow boards (portable)
- (j) <u>Site Preparation Crew for Bridge Repair, Provided By Contractor Hourly:</u>

Unit to include the necessary equipment and personnel to provide site preparation work, such as but not limited to brush cutting and removal, sand bagging when required, and land clearing tasks, to provide access to the bridge site. Materials, equipment, such as lopper, chain saw, weed whacker, brush cutter, rake, shovel, personnel and fuel.

- A. One (1) working supervisor and
- B. Two (2) workers to provide site preparation work, such as brush cutting and removal, sand bagging when required, and land clearing tasks, to provide access to the bridge site, utilizing the equipment detailed above.

### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

**Minimum Crew Size**: Three (3) Workers. One (1) of the workers is to be the working supervisor (experienced in bridge repair), which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

Contractor shall be required to submit price per unit at an hourly rate. The hourly rate is to include tools, equipment, transportation and Contractor supplied materials necessary as described, site preparation units.

# (k) Additional Workers:

Workers shall be used to staff the various bridge repair units.

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

<u>Divers (Certified)</u> - A certified diver is defined as a diver trained in surface supplied air equipment with operational 2-way voice communication and a minimum of 100 hours of construction experience using surface supplied equipment as per OSHA 1910.410.

Contractor shall list names, student number and certification date on bidder's qualification sheets or resume.

<u>Welder (State Certified)</u> - A certified welder is defined as a person who has passed a welding test approved by the State of Connecticut Materials Testing Division and has on his or her possession a current welding card that has the following criteria passed:

i. Type of electrode: E7018ii. Size of electrode: 1/8 inch

iii. Position 3G and 4G, unlimited thickness

State certified welder shall be paid in the trade incidental to the job they are working (i.e., welding on girders & steel beam results in being paid as an iron worker, welding sheet metal shall be paid as a metal worker).

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

# (I) Additional Equipment - Hourly:

### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

Additional equipment may be requested if Contractor encounters an unforeseen site condition that is outside the scope of the PO which impedes Contractor from continuing the work described in the PO. Client Agency may allow the use of additional equipment to correct impediment so that Contractor can continue work assignment on PO.

Unit rates for any tasks added to PO for unforeseen site conditions must be approved by Client Agency prior to any work being performed.

# (m) Bridge Repair by Contract:

**Material for Concrete Repair, Supplied by Contractor**: Work under this item is limited to the material specified by the ConnDOT Engineer. The cost of all work required to install the material such as forming, mixing, placement, preparation of cracks, joints, special installation equipment, and subsequent curing of cement material, must be paid for under other applicable items.

# Materials Required:

- i. Class 'A' Concrete: 3,300 psi mix as specified in Form 817
- ii. Class 'F' Concrete: 4,400 psi mix as specified in Form 817
- iii. Class 'S' Concrete: 4,400 psi mix as specified in Section M.03 of Material Requirements, Exhibit A
- iv. Rapid Set as specified in Section M.03, Exhibit A

<u>Concrete</u> - The c.y. rate is for material costs only. Quantity is calculated from actual measurements taken of the area to be filled.

# 14. Contract Separately/Additional Savings Opportunities

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

### 15. Mandatory Extension to State Entities

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

# 16. P-Card (Purchasing MasterCard Credit Card)

# **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

Purchases made by Client Agency from Contractor that are less than one thousand dollars (\$1,000.00) may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

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

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

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

# 17. Security and/or Property Entrance Policies and Procedures

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

## 18. Geographical Reference

A geographical representation of the Connecticut Rail Lines, with ownership and service information, is provided in Attachment B, Railroad Map.