DECEMBER 4, 2018
RELOCATION OF I-91 NB INTERCHANGE 29
AND WIDENING OF I-91 NB AND ROUTE 5/15 NB TO I-84 EB
&
RESURFACING, BRIDGE AND SAFETY IMPROVEMENTS ON I-91
FEDERAL AID PROJECT NOS. 1063(143) & 0912(136)
STATE PROJECT NOS. 63-703 & 159-191
TOWNS OF HARTFORD, EAST HARTFORD, WETHERSFIELD

ADDENDUM NO. 4

This Addendum addresses the following questions and answers contained on the "CT DOT QUESTIONS AND ANSWERS WEBSITE FOR ADVERTISED CONSTRUCTION PROJECTS":

Question and Answer Nos.: 99, 103, 108, 113,123, 131, 134, 135, 137, 139, 140, 142, 147

SPECIAL PROVISIONS

NEW SPECIAL PROVISIONS

The following Special Provisions are hereby added to the Contract:

- NOTICE TO CONTRACTOR – SURPLUS MATERIAL EMBANKMENTS
- SECTION 6.01 – CONCRETE FOR STRUCTURES

REVISED SPECIAL PROVISIONS

The following Special Provisions are hereby deleted in their entirety and replaced with the attached like-named Special Provisions:

- NOTICE TO CONTRACTOR – ENVIRONMENTAL INVESTIGATIONS
- D.B.E. SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
- ITEM NO. 0101117A – CONTROLLED MATERIALS HANDLING
- ITEM NO. 0603099.11A – STRUCTURAL STEEL REPAIRS (SITE NO. 11)
- ITEM NO. 1206025A – REMOVAL AND RELOCATION OF EXISTING OVERHEAD SIGNS

DELETED SPECIAL PROVISION

The following Special Provision is hereby deleted in its entirety:

- NOTICE TO CONTRACTOR – SURPLUS MATERIAL EMBANMENTS AND TEMPORARY REUSE STOCKPILE AREA (TRSA)

CONTRACT ITEMS
REVISED CONTRACT ITEMS

ITEM NO.	DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY
0101117A	CONTROLLED MATERIALS HANDLING	35,823 C.Y.	64,823 C.Y.
0202315A	DISPOSAL OF CONTROLLED MATERIALS	57,317 TON	103,717 C.Y.
0210116A	STONE CHECK DAM	11 EA.	8 EA.
0211000	ANTI-TRACKING PAD	3,481 S.Y.	3,305 S.Y.
0219003	SEDIMENTION CONTROL FILTER FABRIC FENCE SYSTEM	35,971 L.F.	35,412 L.F.
0304002	PROCESSED AGGREGATE BASE	49,670 C.Y.	48,240 C.Y.
0305000	PROCESSED AGGREGATE	8,200 TON	10,800 TON
0401442	¾" PREFORMED EXPANSION JOINT FILLER	15 S.F.	20 S.F.
0586500.10	MANHOLE – 0'-10' DEEP	12 EA.	11 EA.
0603729A	LOCALIZED PAINT REMOVAL AND FIELD PAINTING OF EXISTING STEEL	26,477 S.F.	14,477 S.F.
0686000.15	15" R.C. PIPE- 0'-10' DEEP	10,953 L.F.	10,833 L.F.
0686700.15	15" REINFORCED CONCRETE DRAINAGE PIPE END	2 EA.	1 EA.
0703012	MODIFIED RIPRAP	344 C.Y.	330 C.Y.
0822005A	TEMPORARY PRECAST CONCRETE BARRIER CURB (STRUCTURE)	7,700 L.F.	3160 L.F.
0822006A	RELOCATED TEMPORARY PRECAST CONCRETE BARRIER CURB (STRUCTURE)	5,920 L.F.	2570 L.F.
0944000	FURNISHING AND PLACING TOPSOIL	59,000 S.Y.	50,000 S.Y.
0950039	EROSION CONTROL MATTING TYPE D	21,670 S.Y.	19,814 S.Y.
0950040A	CONSERVATION SEEDING FOR SLOPES	48,190 S.Y.	39,190 S.Y.

DELETED CONTRACT ITEMS

ITEM NO.	DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY
0401441	½" PREFORMED EXPANSION JOINT FILLER	60 S.F.	0
0601510	1" PREFROMED EXPANSION JOINT FILLER	65 S.F.	0
1206013	REMOVAL OF EXISTING SIGNING	L.S.	0

PERMIT

The following Permit Approval is hereby added to the Contract:

- ENVIRONMENTAL LAND USE RESTRICTION (ELUR)

PLANS

NEW PLANS

The following Plan Sheets are hereby added to the Contract:

TR-STD_INDEX	TR-1105-01	TR-1107-01

REVISED PLANS

The following Plan Sheets are hereby deleted and replaced with the like-numbered Plan Sheets:

01.02.01.02.A4	01.04.10.005.A4	02.02.03.13.A4
	01.04.11.005.A4	02.02.03.15.A4
01.03.02.14.A4		
01.03.03.09.A4	01.06.07.42.A4	TR-1205-01
01.03.03.11.A4	01.06.08.35.A4	TR-1208-01
01.03.03.38.A4	01.06.12.088.A4	TR-1210-04
01.03.03.41.A4	01.06.12.091.A4	TR-1210-06
	01.06.12.092.A4	TR-1210-08
01.04.06.007.A4		TR-1220-01
01.04.07.007.A4	01.07.05.11.A4	TR-1220-02
01.04.09.011.A4		
01.04.09.012.A4	13.27.A4	

DELETED PLANS

The following Plan Sheets are hereby deleted in their entirety:

01.03.14.13.A2	13.20	13.22
	13.21	13.24-1.A2

The Bid Proposal Form has been revised to reflect these changes.

The Detailed Estimate Sheets do not reflect these changes.

There will be no change in the number of calendar days due to this Addendum.

The foregoing is hereby made a part of the contract.

NOTICE TO CONTRACTOR - SURPLUS MATERIAL EMBANKMENTS

The Contractor is hereby notified there are specific areas identified in the contract where excavated surplus material will be placed and compacted. These areas identified below are in addition to what is required for the construction and support of the roadway or structures.

The following areas will be utilized for the placement and compaction of excavated surplus material for the formation of embankments to the grades indicated on the contract plans and as directed by the Engineer.

- Surplus Material Embankment #1
- Surplus Material Embankment #2

These embankments shall be constructed in accordance with Form 817 - Section 2.02, the contract plans, special provisions and as directed by the Engineer. These embankments are intended to utilize on-site excavated surplus material as it becomes available, therefore, borrow will not be allowed for the construction of these embankments. Excavated material shall be used back on site to the maximum extent practicable before being used in the formation of these embankments. The surplus material used in the formation of these embankments must satisfy all of the requirements for re-use contained elsewhere in the contract documents. Refer to the Notice to Contractor – Environmental Investigations for additional information with regard to the management of environmental soils. Payment for the formation of these embankments is included under the appropriate excavation item from where it originated, therefore, no separate payment will be made for the formation of these embankments.

NOTICE TO CONTRACTOR - ENVIRONMENTAL INVESTIGATIONS

Environmental site investigations were conducted that included the sampling and laboratory analysis of soil and groundwater collected from various locations and depths within the Project limits. Results of the environmental investigations indicated the following within the Project limits:

- Leachable lead at concentrations exceeding the EPA Hazardous Regulatory Level of 5 milligrams per liter (mg/L) in soil.

- Semi-volatile organic compounds (SVOCs), extractable total petroleum hydrocarbons (ETPH), polychlorinated biphenyls (PCBs), pesticides, total arsenic, chromium and lead, and leachable cadmium and lead at concentrations exceeding the CTDEEP Remediation Standard Regulations (RSR) numeric criteria in soil. In addition, PCBs were documented to exist at concentrations above 1 part per million (ppm) in soil.

- Groundwater has been impacted with dibenzo(a,h)anthracene and dissolved lead at levels that prevent discharge without prior treatment in accordance with a CTDEEP discharge permit.

Based on the findings of the environmental investigation, ten (10) Areas of Environmental Concern (AOECs), two (2) Hazardous Area of Environmental Concern (HAOEC), and one (1) Site-Wide Groundwater Area of Environmental Concern (GWAOEC) exist within the Project limits. The Contractor is hereby notified that Controlled Material (soil and groundwater) within the AOECs, HAOECs, and GWAOEC will require special management and/or disposal procedures.

All suitable Controlled Material excavated from the AOEC may be reused in the AOEC from which it was excavated or another AOEC with similar contaminants, as determined by the Engineer. Controlled Material excavated from the AOEC that is to be reused may be temporarily stockpiled adjacent to the excavation for immediate reuse. Controlled Material excavated from an AOEC that is to be reused at a later date must be transported to and properly stockpiled, at the direction of the Engineer, at another location approved by the Engineer. Only the volume of soil that is reasonably estimated to be reused within the Project limits may be stockpiled in this way. Material excavated from within the HAOECs cannot be directly reused within the HAOECs and must be transported directly to the Waste Stockpile Area (WSA) and placed within a designated storage bin for waste characterization.

In addition, one (1) Site-Wide soil "Low-Level" Area of Environmental Concern (LLAOEC) exist within the Project limits, where regulated compounds were detected at concentrations below the RSR numeric criteria. The presence of regulated compounds in soil within the LLAOEC will not require material handling measures beyond those required for normal construction operations. Soil excavated within the LLAOEC may be reused within the Project

limits at a location with a similar groundwater classification, with certain restrictions, as described below. Excess or unsuitable soil excavated from the LLAOEC that cannot be reused within the Project limits must be transported to a WSA and placed within a designated storage bin for waste characterization.

Controlled Material reused within the Project limits shall be reused in accordance with the following conditions: (1) such soil is deemed to be structurally suitable for use as fill by the Engineer, (2) such soil is not placed below the water table, and 3) such soil is not placed in an area subject to erosion. Soil within the AOECs shall be reused on-site prior to the use of other soil and/or fill minimizing the quantity of soil requiring off-site disposal.

Contractor Take Note: There are two WSAs shown on the Project plans, one located in a commuter lot in Hartford (WSA 1) and the other located in Wethersfield (WSA 2). WSA 2 is designated as the primary WSA. WSA 1 is secondary and will only be constructed and utilized if deemed necessary by the Engineer.

The WSAs are to be used exclusively for temporary stockpiling of excavated materials from within the AOECs and HAOECs for determination of disposal classification. No other material shall be stored within the WSAs. Excavated materials from the HAOEC shall be loaded into lined dump trucks and transported directly to the WSA for waste characterization and disposal.

The CTDEEP groundwater classification beneath majority of the Project limits is GB. A portion of the Project in the vicinity of the entrance ramp to Route 5 and 15 Southbound via Silver Lane in East Hartford, CT is located in a GA classified area. Groundwater was encountered during the environmental investigation at depths ranging from 5 to 18 feet below existing grade.

Contractor Take Note: Groundwater encountered within the Site-Wide GWAOEC will require containment and treatment prior to discharge or off-site disposal at a treatment facility in accordance with Item No. 0204213A – Handling Contaminated Groundwater.

Railroad ties may be encountered within the Project limits. Such railroad ties shall be loaded and transported for disposal to any processing facility on the DEEP Construction & Demolition Material Processing Facilities list permitted to accept creosote-treated wood. An alternate facility can be used; however, the Contractor must provide the Engineer a copy of the operating permit indicating the facility can accept creosote-treated wood.

The Contractor will be required to implement appropriate health and safety measures <u>for all construction activities</u> to be performed within the AOECs and HAOECs. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment, decontamination, and personnel training. WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

The Specifications which shall be reviewed by the Contractor include, but are not limited to, the following:

- Item No. 0101000A – Environmental Health and Safety
- Item No. 0101109A – Hazardous Materials Excavation
- Item No. 0101117A – Controlled Material Handling
- Item No. 0101126A – Disposal of Hazardous Waste
- Item No. 0101128A – Securing, Construction and Dismantling of a Waste Stockpile and Treatment Area
- Item No. 0101130A – Environmental Work – Solidification
- Item No. 0202315A – Disposal of Controlled Materials
- Item No. 0020413A – Handling of Contaminated Groundwater

An environmental consultant will be onsite to oversee excavation activities within the AOECs, HAOECs, and GWAOEC, collect soil and groundwater samples (if necessary), and observe site conditions for the State.

Information pertaining to the results of the environmental investigation can be found in the document listed below and shall be available for review electronically. The results contained in the environmental investigation reports listed below show levels of various contaminants that the Contractor may encounter during construction. Actual levels found during construction may vary and such variations will not be considered a change in condition provided the material can still be disposed as non-hazardous at one or more of the disposal facilities listed in Item No. 0202315A - Disposal of Controlled Materials or as hazardous at one or more of the disposal facilities listed in Item No. 0101126A – Disposal of Hazardous Waste.

- Task 210 Subsurface Site Investigation Report, Relocation of I-91 NB Interchange 29 and Widening of I-91 NB, Hartford, Connecticut, BL Companies, March 2017.

SECTION 6.01 - CONCRETE FOR STRUCTURES

Subarticle 6.01.03 – 6 (g): Mass Concrete Placement; Delete section and replace with the following:

Mass concrete placement shall be defined as any placement, excluding underwater concrete placement, in which the concrete being cast has dimensions of 5 feet or greater in each of 3 different directions. For placements with a circular cross section, a mass concrete placement shall be defined as any placement that has a diameter of 6 feet or greater and a height of 5 feet or greater. For all mass concrete placements, the mix temperature shall not exceed 85°F as measured at point of discharge into the forms.

For all mass concrete placements, the maximum temperature of the concrete (after placement) shall not exceed 158°F, and the temperature differential between the hottest point of the concrete and the exterior faces shall not exceed the allowable temperature differential limit. The thermal control period shall begin when the concrete is placed, continue through when the concrete begins to cool from its maximum temperature, and end when difference between the core concrete temperature and the average daily air temperature is less than the temperature differential as described above for three (3) consecutive days. The allowable temperature differential limit shall be determined by the Contractor as part of the Thermal Control Plan.

Thermal Control Plan

Prior to mass concrete construction, the Contractor shall submit to the Engineer for approval, a Thermal Control Plan with design calculations for each mass concrete element in conformance with the provisions in Section 1.05 and sealed by a Professional Engineer who is registered in the State of Connecticut. A thermal control plan may address one or more mass concrete elements. The Thermal Control Plan shall show complete details and determine the maximum allowable temperature differentials between the hottest point of the concrete and the exterior faces of the mass concrete element based on the design assumption that cracking as a result of heat of hydration shall not occur. The Contractor shall use a maturity based approach using ASTM C1074 in developing the Thermal Control Plan. As a minimum, the Thermal Control Plan shall include the following:

A. Mix design.
B. Duration and method of curing.
C. Procedures to control concrete temperature at time of placement.
D. Methods of controlling temperature differentials.
E. Temperature sensor types and locations.
F. Temperature monitoring and recording system.
G. Field measures to ensure conformance with the maximum concrete temperature and temperature differential requirements.

The Thermal Control Plan shall be updated if the concrete mix design changes, or if any of the sources of concrete materials change. For purposes of this requirement, minor adjustment of admixture dosages will not be considered a mix design change.

Materials

Supplementary cementitious material (SCM) may be substituted into the specified concrete mixes. When the SCM is ground granulated blast-furnace slag (GGBFS), the amount of SCM shall be 50 to 75 percent by mass of the total cementitious material used in the mix. When the SCM is other than GGBFS, the SCM content shall be from 25 percent to 35 percent by mass of the total cementitious material used in the mix. For the purposes of this substitution requirement, Class C fly ash, silica fume, and metakaolin shall not be considered a SCM.

Construction

Placement of mass concrete shall not occur until the Contractor's Thermal Control Plan is approved. During concrete placement activities and the thermal control period, the concrete shall be protected from the damaging effects of hot and cold weather conditions. Prior to mass concrete placement, an engineer for the Contractor who is registered as a Professional Engineer in the State of Connecticut shall inspect and test the temperature monitoring and recording system. The Contractor's registered engineer shall be present at the jobsite when the mass concrete operation is in progress and shall report to the Engineer in writing, on a daily basis, the progress of the operation. A copy of the daily report shall be available at the jobsite.

The temperature monitoring and recording system for mass concrete shall consist of temperature sensors connected to a data acquisition system with an internet connection that is capable of storing and wireless downloading data to a computer. Temperature sensors shall be located such that the maximum temperature difference within a mass concrete element can be monitored. For pier caps and footings, concrete temperatures shall be monitored at the core or predicted hottest location, 1 outer face and the top surface (3 minimum). For columns and abutment stems, concrete temperatures shall be monitored at the core or predicted hottest location and 1 outer face (2 minimum). Temperature sensors at the surface and corner locations shall be no further than 2 to 3 inches below/inside the surface of the concrete.

A redundant set of sensors shall be installed near the primary set. Provisions shall be made for recording the redundant set, but records of the redundant sensors need not be made if the primary set is operational. Temperature readings shall be automatically recorded on an hourly or more frequent basis. The temperature recording may be discontinued when thermal control is complete and there are no mass concrete elements to be cast adjacent. Data shall be printed and submitted to the Engineer daily.

Methods of concrete consolidation shall prevent damage to the temperature monitoring and recording system. Wiring from temperature sensors cast into the concrete shall be protected to prevent movement. Wire runs shall be kept as short as possible. The ends of the temperature sensors shall not come into contact with either a support, concrete form, or bar reinforcing steel.

When any equipment used in the temperature control and monitoring and recording system fails during the mass concrete construction operation, the Contractor shall take immediate measures to correct the situation as specified in the Thermal Control Plan. Failure to conform to the temperature requirements will be cause for rejection of the concrete.

Acceptance

Mass concrete shall conform to the concrete acceptance criteria and the following temperature requirements:

A. The thermal control period is complete.
B. The maximum temperature differential between the core and surface temperatures of the mass concrete element did not exceed the maximum temperature differential limit as determined in the Thermal Control Plan.

If the Contractor fails to conform to any of the temperature requirements above, he shall take immediate action to retard further growth of the internal temperatures and the temperature differential. The Contractor shall revise the previously accepted Thermal Control Plan to ensure compliance on future placements. No mass concrete shall be placed until the Engineer has approved the revised Thermal Control Plan.

When mass concrete temperatures or temperature differentials are exceeded the Contractor shall provide all analyses and test results deemed necessary by the Engineer for determining the structural integrity and durability of the mass concrete element, to the satisfaction of the Engineer. The Engineer may, at his sole discretion, direct that all or a portion of the damaged or unacceptable concrete be removed and replaced without additional compensation. Full compensation for conforming to the above requirements shall be considered as included in the contract prices paid for under the various contract items of work involved and no additional compensation will be allowed.

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 __**8**__ percent (%) 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 http://www.ct.gov/dot/construction 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 pre-award 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.

3. 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 bona fide 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.

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 No.

Description of Project

I, _____, acting in behalf of _____,
(Name of person signing Affidavit) (DBE person, firm, association or corporation)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or corporation)
is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or Corporation)
for the provision of the materials and/or supplies sought by _____ .

If a manufacturer, I operate or maintain a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract an of the general character described by the specifications.

If a supplier, I perform a commercially useful function in the supply process. As a regular dealer, I, at a minimum, own and operate the distribution equipment for bulk items. Any supplementing of my distribution equipment shall be by long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Corporation or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20 _____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires_____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____
(Official) (President)
of the Corporation named in the foregoing instrument; that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then
of said corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporation powers.

_____ _____
(Signature of Person Certifying) (Date)

ITEM #0101117A - CONTROLLED MATERIALS HANDLING

Description:

Work under this Item is intended to provide specific procedural requirements to be followed by the Contractor during the excavation of Controlled Materials from within any Area of Environmental Concern (AOEC), as shown on the Project Plans. This supplements Specification Sections 2.02, 2.03, 2.06, and 2.86, and Contract Special Provisions for excavation wherever contaminated materials are encountered. Work under this item shall include transporting and stockpiling materials at the Waste Stockpile Area (WSA); and covering, securing, and maintaining the stockpiled materials throughout the duration of the Project. All materials, excluding the existing pavement structure (asphalt and subbase), rock, ledge, and concrete, excavated within AOECs are to be considered Controlled Materials.

Controlled Materials consisting of non-hazardous levels of regulated substances have been documented to exist within the Project. Such contamination is documented in the reports listed in the "Notice to Contractor – Environmental Investigations." Where contaminated soil is excavated, special handling, disposal, and documentation procedures will be required. All suitable Controlled Materials excavated within the AOECs may be reused as fill/backfill within its originating AOEC or another AOEC with similar contaminants (i.e. AOECs 2-1, 2-2, and 2-3 have similar contaminants).

Excess or unsuitable Controlled Materials from AOECs that cannot be reused in the AOEC from which it was excavated or another AOEC with similar contaminants, as determined by the Engineer, must be transported to and stockpiled in the WSA, sampled by the Engineer, and transported off-site for disposal, if necessary.

Materials:

The required materials are detailed on the Project Plans. All materials shall conform to the requirements of the Contract.

Plastic Sheet: Polyethylene plastic sheeting for underlayment shall be at least 30 mil thick. Polyethylene plastic sheeting for covering excavated material shall be a thickness of 10 mil. Both shall be at least 10 feet wide.

Covers for roll-off/storage containers shall be made of polyethylene plastic, or similar water-tight material, that is of sufficient size to completely cover top opening and can be securely fastened to the container.

Sand Bags: Sandbags used to secure polyethylene covers shall be at least 30 pounds.

Sorbent Boom: Shall be 8 inches in diameter and 10 feet long and possess petrophilic and hydrophobic properties. Sorbent booms shall also have devices (i.e. clips, clasps, etc.) for connection to additional lengths of boom.

Construction Methods:

A. General

When Controlled Materials are encountered during the course of the work, health and safety provisions shall conform to the appropriate sections of the Contract. Provisions may include implementation of engineering controls, air and personal monitoring, the use of chemical protective clothing (CPC), personal protective equipment (PPE), and decontamination procedures.

All suitable Controlled Materials excavated from the AOECs may only be reused within its originating AOEC or another AOEC with similar contaminants, as determined by the Engineer. Controlled Materials that are to be immediately reused within its originating AOEC or another AOEC with similar contaminants shall be temporarily stockpiled adjacent to the excavation for reuse.

Controlled Materials that are to be reused at a later date within its originating AOEC or another AOEC with similar contaminants may be temporarily stockpiled at another location within the Project limits, as allowed by the Engineer. Only the volume of Controlled Material that is reasonably estimated to be reused shall be temporarily stockpiled in this way. Individual stockpiles of Controlled Materials that are to be reused at a later date shall be covered with polyethylene plastic sheeting at all times, except when the piles are being worked, and shall have proper erosion and sedimentation controls.

Excess Controlled Materials from the AOECs that cannot be reused within the Project limits must be transported directly to the WSA and placed within a designated storage bin for disposal characterization sampling by the Engineer.

The stockpiles of excavated Controlled Materials shall be maintained as shown on the Project plans. The Contractor shall plan excavation activities within the AOECs in consideration of the capacity of WSA and the material testing and disposal requirements of the applicable Contract item. **No claims for delay shall be considered based on the Contractor's failure to coordinate excavation activities as specified herein.**

The Engineer will sample the stockpiled Controlled Materials at a frequency and for the constituents to meet the acceptance criteria of the treatment/recycling/disposal facilities submitted by the Contractor. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. Turnaround time is the period of time beginning when the Contractor notifies the Engineer which facility it intends to use and that the stockpile is ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment/recycling/disposal facility may prompt the need to resample and

will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Engineer. Upon receipt, the Engineer will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

B. Transportation and Stockpiling

In addition to following all pertinent Federal, State and local laws or regulatory agency policies, the Contractor shall adhere to the following precautions during transport of non-hazardous materials:

- Transported Controlled Materials are to be covered prior to leaving the point of generation and are to remain covered until the arrival at the WSA;

- All vehicles departing the site are properly logged to show the vehicle identification, driver's name, time of departure, destination, and approximate volume and content of materials carried;

- All vehicles shall have secure, watertight containers free of defects for material transportation;

- No material shall leave the site until there is adequate lay down area prepared in the WSA; and,

- Documentation must be maintained indicating that all applicable laws have been satisfied and that the materials have been successfully transported and received at the WSA.

Construction of the WSA shall be completed prior to the initiation of construction activities generating Controlled Materials. Plastic polyethylene sheeting shall underlay all excavated Controlled Materials. Measures shall be implemented to divert rainfall away from the WSA.

No Controlled Materials shall be excavated or transported to the WSA until registration under the "General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer)" has been obtained by ConnDOT.

Placement of sorbent boom along the perimeter of the WSA shall be conducted when soil is saturated with petroleum product.

Excavated materials shall be staged as shown on the Project Plans or as directed by the Engineer.

C. WSA Maintenance

The Contractor shall provide all necessary materials, equipment, tools and labor for anticipated activities within the WSA. Such activities include, but are not limited to, handling and management of stockpiles and drummed CPC/PPE; uncovering and recovering stockpiles; maintenance of WSA; replacement of damaged components (i.e. sand bags, plastic polyethylene sheeting, etc.); and waste inventory record management. The Contractor shall manage all materials in the WSA in such a way as to minimize tracking of potential contaminated materials across the site and off-site and minimize dust generation.

Each stockpile shall be securely covered when not in active use with a cover of sufficient size to prevent generation of dust and infiltration of precipitation. The cover shall be to prevent wind erosion.

The staged stockpiles shall be inspected at least daily by the Contractor to ensure that the cover and containment have not been damaged and that there is no apparent leakage from the pile. If the cover has been damaged, or there is evidence of leakage from the piles, the Contractor shall immediately replace the cover or containment as needed to prevent the release of materials to the environment from the piles.

An inventory of stockpiled materials and drummed CPC/PPE shall be conducted on a daily basis. Inventory records shall indicate the approximate volume of material/drums stockpiled per day; the approximate volume of material/drums stockpiled to date; material/drums loaded and transported off-site for disposal; any materials loaded and transported for on-site reuse; and identification of stockpiles relative to their points of generation.

Following the removal of all stockpiled Controlled Materials, residuals shall be removed from surfaces of the WSA as directed by the Engineer. This operation shall be accomplished using dry methods such as shovels, brooms, mechanical sweepers or a combination thereof. Residuals shall be disposed of as Controlled Materials.

D. Dewatering

Dewatering activities shall conform to Items in pertinent articles of the Contract.

E. Decontamination

All equipment shall be provided to the work site free of contamination. The Engineer may prohibit from the site any equipment that in his opinion has not been thoroughly decontaminated prior to arrival. Any decontamination of the Contractor’s equipment prior to arrival at the site shall be at the expense of the Contractor. The Contractor is prohibited from decontaminating equipment on the Project that has not been thoroughly decontaminated prior to arrival.

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle Controlled Materials. Decontamination shall be

conducted at an area designated by the Engineer and may be required prior to equipment and supplies leaving the Project, between stages of the work, or between work in different AOECs.

Dry decontamination procedures are recommended. Residuals from dry decontamination activities shall be collected and managed as Controlled Materials. If dry methods are unsatisfactory as determined by the Engineer, the Contractor shall modify decontamination procedures as required subject to the Engineer's approval.

F. Dust Control

The Contractor shall implement a fugitive dust suppression program in accordance with the Contract to prevent the off-site migration of particulate matter and/or dust resulting from excavation, loading and operations associated with Controlled Materials. It shall be the Contractor's responsibility to supervise fugitive dust control measures and to monitor airborne particulate matter. The Contractor shall:

1. Employ reasonable fugitive dust suppression techniques.
2. Visually observe the amounts of particulate and/or fugitive dust generated during the handling of Controlled Materials. If the apparent amount of fugitive dust and/or particulate matter is not acceptable to the Engineer, the Engineer may direct the Contractor to implement corrective measures at his discretion, including, but not limited to, the following:

    (a) apply water to pavement surfaces
    (b) apply water to equipment and excavation faces; and
    (c) apply water during excavation, loading and dumping.

G. Permit Compliance

The Contractor shall comply with the terms and conditions of the CTDEEP "General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer)," including the General Operating Conditions and the Specific Operating Conditions, except that the Engineer will conduct all soil/sediment characterization and perform all record keeping. In particular, the Contractor shall:

1. Operate, maintain and repair the WSA in conformance with the requirements of the General Permit.
2. Maintain a communications system capable of summoning fire, police, and/or other emergency service personnel.
3. Prevent unauthorized entry onto the stockpiles by the use of fences, gates, or other natural or artificial barriers.
4. Separate incidental excavation waste to the satisfaction of the receiving facility or to an extent that renders the contaminated soil and/or sediment suitable for its intended reuse.
5. Isolate and temporarily store incidental waste in a safe manner prior to off-site transport to a facility lawfully authorized to accept such waste.

6. Not store more that 100 cubic yards of incidental waste at any one time.
7. Sort, separate and isolate all hazardous waste from contaminated soil and/or sediment.
8. Prevent or minimize the transfer or infiltration of contaminants from the stockpiles to the ground as detailed in "B. Transportation and Stockpiling" above.
9. Securely cover each stockpile of soil as detailed in "C. WSA Maintenance" above.
10. Minimize wind erosion and dust transport as detailed in "F. Dust Control" above.
11. Use anti-tracking measures at the WSA to ensure the vehicles do not track soil from the WSA onto a public roadway at any time.
12. Instruct the transporters of contaminated soil and/or sediment of best management practices for the transportation of such soil (properly covered loads, removing loose material from dump body, etc.).
13. Control all traffic related to the operation of the facility in such a way as to mitigate the queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the facility is located.
14. Ensure that except as allowed in section 22a-174-18(b)(3)(C) of the Regulations of Connecticut State Agencies, trucks are not left idling for more than three (3) consecutive minutes.

Method of Measurement:

The work of Controlled Material Handling will be measured for payment by the number of cubic yards of Controlled Material excavated within the AOECs and taken to the WSA. This measurement shall be in accordance with and in addition to the quantity measured for payment of the applicable excavation item in Specification Sections 2.02, 2.03, 2.06, and 2.86, or the Contract Special Provisions, as applicable. Excess excavations made by the Contractor beyond the payment limits specified in the Contract will not be measured for payment and the Contractor assumes all costs associated with the appropriate handling, management and disposal of this material.

Equipment decontamination, the collection of residuals, and the collection and disposal of liquids generated during equipment decontamination activities will not be measured separately for payment.

Basis of Payment:

This work shall be paid for at the Contract unit price, which shall include all transportation from the excavation site to the final WSA, including any intermediate handling steps; stockpiling Controlled Materials at the WSA; covering, securing, and maintaining the individual stockpiles within the WSA throughout the duration of the Project; and all tools, equipment, material and labor incidental to this work.

This price shall also include equipment decontamination; the collection of residuals generated during decontamination and placement of such material in the WSA; and the collection and disposal of liquids generated during equipment decontamination activities.

All materials, labor and equipment associated with compliance with the General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer) will not be measured separately but will be considered incidental to the item "Controlled Materials Handling."

Securing, construction and dismantling of the WSA shall be paid for under Item 0101128A. Handling and disposal of contaminated groundwater will be paid for under Item 0204213A. Payment for dust control activities shall be made under the appropriate Contract items.

Pay Item	Pay Unit
Controlled Materials Handling	CY

ITEM #0603099.11A - STRUCTURAL STEEL REPAIRS (SITE NO. 11)

Work under this item shall conform to the requirements of Section 6.03 of Form 817, amended as follows:

Article 6.03.01 - Description is supplemented by the following:

This work shall consist of strengthening the existing steel girders by:

1. Adding new steel cover plates with high strength bolted connections to girder bottom flanges as shown on the plans.
2. Adding transverse stiffeners to existing girders by welding to webs and top and bottom flanges.
3. Any modifications to existing connection plates, existing or proposed transverse stiffeners, bearing stiffeners or existing bolted field splices to facilitate cover plate installation.

In areas where cover plates are to be installed, paint shall be removed and area repainted after the cover plate is installed. All surface preparation and painting of repair plates including the area around the repair shall be included in either "Localized Paint Removal and Field Painting of Existing Steel" or "Abrasive Blast Cleaning and Field Painting of Beam Ends (Site No. 11)" as applicable by its location on the structure.

The repair plates shall be coated with a zinc rich primer meeting the requirements of a Class "B" faying surface prior to delivery to the site. If required, the faying surface of the existing steel shall also be primed with a zinc rich primer meeting the requirements of a Class "B" faying surface. This work shall be included in the cost of this item.

Any miscellaneous shields, staging, scaffolding, temporary support or other work or items required to complete this work shall be considered incidental to this work, and included in the contract unit price.

Article 6.03.02 - Materials are supplemented by the following:

Structural steel (Low Alloy) shall conform to AASHTO M270 Grade 50 T2. The fabricator shall be certified by the AISc Quality Control Certification Program in Category MBr (Major Steel Bridges).

Welding details, procedures and testing methods shall conform to the ANSI/AASHTO/AWS D1.5 Bridge Welding Code.

Only primers are acceptable which have been tested, approved and are on the Qualified Products List for use for ConnDOT Projects. A current copy of the Qualified Products List for ConnDOT may be obtained from ConnDOT's website.

Article 6.03.03 - Construction Method is supplemented by the following:

Contractor shall coordinate and schedule the work under this item and schedule work with the work under items "Localized Paint Removal and Field Painting of Existing Steel" and "Abrasive Blast Cleaning and Field Painting of Beam Ends (Site No. 11)", and shall be aware that there are specific surface preparation requirements for the faying surfaces between existing steel and the proposed repair plates.

Contractor shall field measure and develop shop drawings for approval and fabricate steel plates per the approved shop drawings.

The Contractor shall take all precautions necessary not to damage those portions of the superstructure that are to remain. Any portion of the superstructure to remain which becomes damaged as a result of the Contractor's operations shall be repaired to the satisfaction of the Engineer and at the Contractor's expense.

Certain repair locations may have obstacles that are in conflict with the work that is to be performed. Work required to move, remove, replace, work around, or modify any obstacles interfering with the structural steel repair work, such as drainpipes, diaphragms, cables, etc. shall be included in this item and be performed with no additional compensation. This work shall be deemed incidental to the unit price bid for these items.

Any cutting or grinding of existing steel shall be performed with care to avoid damaging or notching any of the material to remain. In the event the Contractor damages materials to remain during cutting operations, the Contractor shall replace, repair or reinforce the damaged areas as may be required to restore the area to existing conditions prior to damage. The work shall be performed by the Contractor, and as ordered by the Engineer, at the Contractor's expense.

Cutting may be performed by the carbon air arc cutting method, plasma cutting, or grinding. Flame cutting shall not be allowed. Carbon air arc cutting shall be done in a manner not to create excessive heat in the steel to remain. The Contractor shall use a temperature indicating crayon for 275 deg. F and 300 deg. F to monitor the temperature on the steel. These crayons shall be marked on the surface of the steel one (1) inch from the area being cut as ordered by the Engineer. Cutting shall be discontinued temporarily, to allow cooling, when the temperature in the base steel exceeds 275 deg. F. If the temperature exceeds 300 deg. F in the base steel, then carbon air arc cutting at that particular location shall be stopped permanently and other methods, such as grinding, shall be employed to cut within the same temperature restrictions.

The steel repairs at locations where cover plates are being added will not need to restrict live loads for the duration of the repair work.

Article 6.03.04 - Method of Measurement is supplemented by the following:

This work will be measured for payment by Lump Sum, complete in place, and accepted by the Engineer, including all labor, materials, equipment, tools, testing, bolts, nuts and washers necessary to complete the work described under this item.

Article 6.03.05 - Basis of Payment is supplemented by the following:

This work will be paid for at the contract unit price, Lump Sum, for "Structural Steel Repairs (Site No. 11)". This payment shall constitute full compensation for all labor, tools, materials, priming of the steel repair plates and faying surfaces, equipment, testing of welds and all other incidentals necessary to perform the work as described herein and as shown in the Contract Drawings.

The cleaning and application of paint to all areas of new flange cover plates regardless of location shall be paid for under the item "Abrasive Blast Cleaning and Field Painting of Beam Ends (Site No. 11)".

The cleaning and application of paint of all areas of new stiffeners outside limits of beam end painting shall be paid for under the item "Localized Paint Removal and Field Painting of Existing Steel".

Pay Item	Pay Unit
Structural Steel Repairs (Site No. 11)	LS

ITEM #1206025A - REMOVAL AND RELOCATION OF EXISTING OVERHEAD SIGNS

Section 12.06 is supplemented as follows:

12.06.01 – Description is supplemented with the following:
Work under this item shall consist of the removal and relocation of designated existing overhead signs, sign supports and foundations, where indicated on the plans or as directed by the Engineer.

12.06.03 - Construction Methods is supplemented with the following:
Overhead sign supports, 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 Overhead Signing.

For overhead signs designated for reinstallation and/or relocation, the Contractor shall accomplish the work in a manner so as not to cause twisting, bending or deforming of sign panels, or scratching of the sign face. Any sign panel damaged shall be repaired or replaced at the Contractor's expense. The signs shall be level, correctly aligned as indicated on the plans and shall be properly fastened to the structure or supports with the necessary hardware as indicated on the plans.

12.06.04 - Method of Measurement is supplemented with the following:
This work will be paid for at the contract lump sum price for "Removal and Relocation of Existing Overhead Signs" which price shall include overhead signs designated for relocation, overhead extruded aluminum signs, overhead sign supports, foundations, and other materials designated for removal, and all equipment, material, tools and labor incidental thereto.

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 Overhead Signs". This price shall include the removal, relocation, and reinstallation of overhead signs. Also, the price shall include all necessary hardware required for the reinstallation of the existing sign panels onto existing or new sign supports, unless such hardware is paid for under separate pay items. The price shall include all equipment, material, labor and tools necessary to complete this work. This price shall also include removing, loading, transporting, and unloading of overhead extruded aluminum signs designated for removal and reinstallation and all equipment, material, tools and labor incidental thereto. This price shall also include removing and disposing of sign supports, foundations, and other materials, and all equipment, material, tools and labor incidental thereto.

Pay Item	Pay Unit
Removal and Relocation of Existing Overhead Signs	L.S.

Connecticut Department of
ENERGY &
ENVIRONMENTAL
PROTECTION

DEC 0 3 2018

79 Elm Street • Hartford, CT 06106-5127 www.ct.gov/deep Affirmative Action/Equal Opportunity Employer

Peter Egan
Material Innovation and Recycling Authority
200 Corporate Place Suite 202
Rocky Hill, CT 06067

Re: MIRA
100 Reserve Road and 300 Maxim Road
Hartford, CT

APPROVAL

REQUEST FOR TEMPORARY RELEASE IN PART FROM ENVIRONMENTAL LAND USE RESTRICTION

The Remediation Division of the Bureau of Water Protection & Land Reuse (the "Department") has reviewed the "Request for Release of Environmental Land Use Restriction Materials Innovation and Recycling Authority (MIRA) Gate 20 Reserve Road, Hartford, Connecticut State Project No. 63-703, Assignment No. 318-5592 BL Companies Project No. 18C0044" dated September 25, 2018 and "DOT Request for Temporary, Partial Release from Environmental Land Use Restriction (ELUR) MIRA South Meadow Station Property, 100 Reserve Road and 300 Maxim Road, Hartford, Connecticut" (the "Request") September 21, 2017, which together makeup the request for a temporary release from an ELUR for the property. The ELUR was signed by the duly authorized representative of the Commissioner, Betsey Wingfield, on April 11, 2018 and recorded in Volume 7320 Page 1 of the Land Records of the City of Hartford, CT. The Request was submitted on behalf of the State of Connecticut Department of Transportation ("DOT") by BL Companies and Materials Innovation and Recycling Authority (MIRA). The Soil Management Plan ("SMP") describes the protocols to be used when handling, managing, and disposing of polluted soil and how soil will be restricted in accordance with the existing ELUR.

The temporary release was requested to allow for the relocation of I-91 NB interchange 29 and widening of I-91 NB and Route 15 NB project, including the removal of an existing pier, installation of a new pier, and use of an existing driveway for access. Construction will be completed within DOT's existing easement, which was subordinated to the ELUR, and a new 'construction easement" that will be recorded on the City of Hartford Land Records.

The existing ELUR Subject Areas A-1, G-a, and G-b as depicted on Exhibit C of the ELUR will be impacted by the release activities. Subject Area A-1 includes a residential restriction for Polychlorinated Biphenyls and an inaccessible soil restriction for Arsenic located four feet beneath the ground surface and more than two feet beneath paved surfaces. Subject Area G-a consists of an engineered control (EC) to make soil inaccessible in a vegetation area with arsenic, lead extractable petroleum hydrocarbons (ETPH), and polyaromatic hydrocarbons (PAHs). The EC consists of an orange geotextile warning layer and two feet of clean fill, or high density polyethylene pavers and four inches of topsoil. Subject Area G-b has an inaccessible soil restriction for arsenic, lead, ETPH, and PAHs located four feet beneath the ground surface and more than two feet beneath paved surfaces. It is anticipated that upon completion of construction activities the Subject Areas will be returned to a condition consistent with the ELUR.

Construction activities are expected to begin in March 2019 and will take approximately 3.5 years to complete.

The request to temporarily release the existing ELUR in part for the purpose of completing activities outlined in the Request is hereby approved until August 31, 2022 with the following conditions:

- MIRA will contact DEEP at least two days prior to DOT starting work on-site.
- The requirements and conditions of the SMP shall be followed.
- The completion report and new survey shall be submitted to the Department for review and approval on or before November 30, 2022.
- If post-construction conditions render soil inaccessible by a method not included in the existing ELUR, a new ELUR that reflects current conditions shall be submitted to the Department for review and approval on or before November 30, 2022. It is important to note instead of recording a new ELUR, sampling and remediation of soil can be used to address post construction conditions which do not meet the requirements of the existing ELUR.

Please record this approval letter on the Land Records of the City of Hartford, as required by Connecticut General Statutes Section 22a-133o(d), and send evidence of recording within 10 days of the recording date.

Nothing in this approval shall affect the Commissioner's authority to institute any proceeding, or take any action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law. If at any time the Commissioner determines that the approved actions have not fully characterized the extent and degree of pollution or have not successfully abated or prevented pollution, the Commissioner may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution. This approval relates only to pollution or contamination identified in the above referenced Request.

In addition, nothing in this approval shall relieve any person of his or her obligations under applicable federal, state and local law.

If you have any questions pertaining to this matter, please contact Jade Barber of my staff at (860) 424-3341.

Sincerely,

Betsey C. Wingfield
Bureau Chief

BCW:jjb

cc: Joy Kloss, LEP, CHMM, 355 Research Parkway, Meriden, CT 06450
Sent Certified Mail
Return Receipt Requested