

## **TABLE OF CONTENTS OF SPECIAL PROVISIONS**

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

Table of Contents

CONTRACT TIME AND LIQUIDATED DAMAGES.....	3
MILESTONE LIQUIDATED DAMAGES PROVISIONS.....	6
NOTICE TO CONTRACTOR – PREBID QUESTIONS AND ANSWERS .....	9
NOTICE TO CONTRACTOR - CONTRACT DURATION .....	10
NOTICE TO CONTRACTOR - CONSTRUCTION CONTRACTOR.....	11
DIGITAL SUBMISSIONS .....	11
NOTICE TO CONTRACTOR – FEDERAL WAGE DETERMINATIONS.....	12
(Davis Bacon Act) .....	12
NOTICE TO CONTRACTOR – USE OF STATE POLICE OFFICERS.....	14
NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS.....	15
NOTICE TO CONTRACTOR - SALVAGE .....	16
NOTICE TO CONTRACTOR - ARCHITECTURAL AND INDUSTRIAL.....	17
MAINTENANCE COATINGS .....	17
NOTICE TO CONTRACTOR – PROJECT WITHIN SCENIC ROAD.....	20
DESIGNATION.....	20
NOTICE TO CONTRACTOR – UTILITY GENERATED SCHEDULE .....	21
NOTICE TO CONTRACTOR – PROJECT UTILITIES.....	28
NOTICE TO CONTRACTOR – PROTECTION OF EXISTING UTILITIES .....	29
NOTICE TO CONTRACTOR – COORDINATION WITH UTILITIES .....	30
NOTICE TO CONTRACTOR - ELECTRONIC ENGINEERING DATA .....	32
(EED) .....	32
NOTICE TO CONTRACTOR – HAZARDOUS MATERIALS .....	33
INVESTIGATIONS .....	33
NOTICE TO CONTRACTOR – HISTORICAL GUIDELINES FOR THE .....	35
MERRITT PARKWAY BRIDGES.....	35
NOTICE TO CONTRACTOR - EQUIPMENT OPERATION AND .....	37
PROTECTION.....	37
NOTICE TO CONTRACTOR – DETOUR .....	38
SECTION 1.02 – PROPOSAL REQUIREMENTS AND CONDITIONS .....	39
SECTION 1.05 - CONTROL OF THE WORK .....	40
SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES.....	43
SECTION 1.08 - PROSECUTION AND PROGRESS.....	50
SECTION 1.10 - ENVIRONMENTAL COMPLIANCE .....	53
SECTION 4.06 - BITUMINOUS CONCRETE .....	54
SECTION 6.03 - STRUCTURAL STEEL.....	79
SECTION 9.49 – FURNISHING, PLANTING AND MULCHING TREES, .....	80
SHRUBS, VINES AND GROUND COVER PLANTS .....	80
SECTION M.04 - BITUMINOUS CONCRETE MATERIALS.....	83
SECTION M.06 - METALS.....	107
ON-THE-JOB TRAINING (OJT) WORKFORCE DEVELOPMENT PILOT .....	111
D.B.E. SUBCONTRACTORS AND MATERIAL SUPPLIERS OR.....	115
MANUFACTURERS.....	115
ITEM #0020903A – LEAD COMPLIANCE FOR MISCELLANEOUS.....	127
EXTERIOR TASKS .....	127
ITEM #0202452A – TEST PIT.....	143
ITEM #0503001A - REMOVAL OF SUPERSTRUCTURE .....	144
ITEM #0503250A - CLEAN HISTORIC CONCRETE BRIDGE (SITE NO. 1) .....	146
ITEM #0503307A – RESTORATION OF METAL FEATURES .....	151
ITEM #0511203A – POLYVINYL CHLORIDE PLASTIC PIPE.....	155
WEEPHOLES .....	155
ITEM #0520036A - ASPHALTIC PLUG EXPANSION JOINT SYSTEM .....	156
ITEM #0521001A – ELASTOMERIC BEARING PADS.....	163

ITEM #0601057A — HIGH PERFORMANCE CONCRETE.....166

ITEM #0601426A – CLASS “S” CONCRETE FOR HISTORIC BRIDGES.....168

ITEM #0601640A – 1” CLOSED CELL ELASTOMER .....175

ITEM #0602910A - DRILLING HOLES AND GROUTING DOWELS.....176

ITEM #0603474A – METALLIZING STRUCTURAL STEEL (SITE NO. 1) .....178

ITEM #0603726A – EMBEDDED GALVANIC ANODES.....193

ITEM #0603924A – RECYCLABLE ENCAPSULATED ABRASIVE MEDIA .....204

CLEANING .....204

ITEM #0606001A – CEMENT RUBBLE MASONRY .....208

ITEM #0609001A – REPOINTED MASONRY .....212

ITEM #0707009A – MEMBRANE WATERPROOFING (COLD LIQUID ELASTOMERIC) .....214

ITEM #0751821A – 6” STRUCTURE UNDERDRAIN .....221

ITEM #0904050A – TWO TUBE RETROFIT BRIDGE RAIL.....222

ITEM #0910052A - MERRITT PARKWAY GUIDERAIL.....225

ITEM #0911476A - MERRITT PARKWAY END ANCHORAGE TYPE I.....228

ITEM #0912496A – REMOVE WOOD RAIL .....230

ITEM #0913968A – PROTECTIVE FENCE (8'-00" HIGH) .....231

ITEM #0917010A – REPAIR GUIDERAIL.....233

ITEM #0950019A – TURF ESTABLISHMENT - LAWN .....235

ITEM #0952051A - CONTROLAND REMOVAL OF INVASIVE VEGETATION.....236

ITEM #0969062A - CONSTRUCTION FIELD OFFICE, MEDIUM .....241

ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC.....249

ITEM #1206023A - REMOVAL AND RELOCATION OF EXISTING SIGNS.....278

PERMITS AND/OR REQUIRED PROVISIONS: .....279

AUGUST 29, 2018  
FEDERAL AID PROJECT NO. 6056(023)  
STATE PROJECT NO. 0056-0309

REHABILITATION OF BRIDGE NO. 00696  
LAKE AVENUE OVER MERRITT PARKWAY

Town of Greenwich

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, 2016, as revised by the Supplemental Specifications dated January 2018 (otherwise referred to collectively as "ConnDOT Form 817") is hereby made part of this contract, as modified by the Special Provisions contained herein. Form 817 is available at the following DOT website link <http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>. The current edition of the State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available at the following DOT website link <http://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258>. The Special Provisions relate in particular to the Rehabilitation of Bridge No. 00696 carrying Lake Avenue over the Merritt Parkway in the Town of Greenwich.

**CONTRACT TIME AND LIQUIDATED DAMAGES**

In order to minimize the hazard, cost and inconvenience to the traveling public and pollution of the environment, it is necessary to limit the time of construction work, which interferes with traffic as specified in Article 1.08.04 of the Special Provisions.

There will be two assessments for liquidated damages and they will be addressed in the following manner:

1. For this contract, an assessment per day for liquidated damages, at a rate of Two Thousand Five Hundred Dollars (\$2,500) per day shall be applied to each calendar day the work runs in excess of the Two Hundred Forty-Three (243) allowed calendar days for the contract.
2. For this contract, an assessment per hour for liquidated damages shall be applied to each hour, or any portion thereof, in which the Contractor interferes with normal traffic operations during the restricted hours given in Article 1.08.04 of the Special Provisions. The liquidated damages shall be as shown in the following tables entitled "Liquidated Damages Per Hour" for each hour, or any portion thereof, in which the Contractor interferes with normal traffic operations during the restricted hours.

For the purpose of administering this contract, normal traffic operations are considered interfered with when:

1. Any portion of the travel lanes or shoulders is occupied by any personnel, equipment, materials, or supplies including signs.
2. The transition between the planes of pavement surfaces is at a rate of one inch in less than fifteen feet longitudinally.

**LIQUIDATED DAMAGES PER HOUR**

Project No. 0056-0309 Route 15 Northbound 2 Through Lane Section		
If Working Periods Extends Into	AM 1 Lane Closure	PM 1 Lane Closure
1st Hour of Restrictive Period	\$ 500	\$ 500
2nd Hour of Restrictive Period	\$ 500	\$ 4,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$ 500	\$ 20,000

Project No. 0056-0309 Route 15 Southbound 2 Through Lane Section		
If Working Periods Extends Into	AM 1 Lane Closure	PM 1 Lane Closure
1st Hour of Restrictive Period	\$ 500	\$ 500
2nd Hour of Restrictive Period	\$ 8,000	\$ 500
3rd Hour or any Subsequent Hour of Restrictive Period	\$ 20,000	\$ 500

The above liquidated damages apply to those hours shown on the Limitation of Operations charts designated with a “2” or “E”.

For those hours on the Limitation of Operations charts designated with a "2", the liquidated damages shown above for "1 Lane Closure" shall apply when only one lane is open to traffic.

For each hour shown on the Limitation of Operations charts designated with an “E”, liquidated damages of \$500 per hour shall apply for each hour, or part thereof, if all available shoulder widths are not available to traffic.

## **MILESTONE LIQUIDATED DAMAGES PROVISIONS**

In order to minimize the hazard, cost and inconvenience to the traveling public, pollution of the environment and the detriment to area businesses, it is necessary to limit the time of construction work, which interferes with traffic as specified in Article 1.08.04 of the Special Provisions.

The Contractor will be assessed milestone liquidated damages if the bulleted tasks that follow, the work incidental to those tasks, and the associated milestone are not completed within a closure period of Lake Avenue, which may not commence until 5:00 p.m. on the last day of Greenwich Public Schools 2018-2019 school year. During the closure timeframe, Lake Avenue will be closed to vehicular traffic and a corresponding approximate eight (8) mile detour will be in effect. The Milestone Completion Date is defined as October 20, 2019. The potential assessment of liquidated damages is further detailed below.

The tasks are:

- The closure of Lake Avenue put in effect by the installation and subsequent uncovering of the signs shown on the Detour Plan. **[the closure timeframe begins]**
- Disassemble historic railing and decorative metal panels for offsite restoration.
- Remove existing metal guide rail at front face of existing bridge railing on Lake Avenue.
- Remove reinforced concrete deck and steel frame superstructure.
- Remove existing bearings and repair concrete bearing pedestals.
- Clean substructure.
- Perform historic substructure concrete repairs.
- Install new elastomeric bearings at abutments and pier.
- Install new superstructure.
- Install reinforced concrete deck and restored historic rail components.
- Install curb, two-tube rail, and 8' pedestrian fence.
- Install waterproofing membrane system and bituminous overlay
- Remove all signs pertaining to the closure of Lake Avenue, as shown on the Detour Plan.
- **MILESTONE:** Reopening of Lake Avenue to normal traffic operations or to temporary alternating one-way traffic operations **[the closure timeframe ends]**, as specified within the contract, that may be necessary to complete the project.

**Prior to beginning work on the project, the Contractor shall furnish to the Engineer for approval a Critical Path Method (CPM) schedule that details all of the “week-to-week” operations necessary to complete the above tasks during the detour timeframe.** The schedule shall include:

- activity descriptions, activity durations and interdependence between activities, where applicable. The activities are to be described so that the work is readily identifiable and

the progress on each activity can be readily measured and monitored during the noted timeframe.

- the anticipated number of shifts, the hours per shift, and the anticipated number of personnel staffed per shift
- anticipated submittal and approval dates
- anticipated material delivery dates

Accompanying the CPM schedule shall be the following, as applicable.

- description of any special resources, including back up equivalent resources
- Contingency plans for mechanical failure
- M&PT plans

The Contractor must confirm with the Engineer and Municipality that the proposed closure date of Lake Avenue is on schedule at least four weeks prior to the closure.

### **Milestone Liquidated Damages Terms and Conditions**

If the Contractor fails to complete, as accepted by the Engineer, the above-listed tasks and corresponding milestone within the consecutive timeframe as defined above, or by an adjusted Date, if the adjustment was warranted as defined below, the Contractor will be assessed a liquidated damage charge of \$9,400 (Nine Thousand Four Hundred Dollars) on the first minute after the defined timeframe period has expired, and shall be assessed additional liquidated damage charges at the rate of \$9,400 (Nine Thousand Four Hundred Dollars) per day thereafter until the tasks and corresponding milestone are complete and accepted by the Engineer. The maximum assessment of Milestone Liquidated Damages shall not be capped and shall be considered separate from any Liquidated Damages assessed to the Contractor for failure to complete the project on time per Section 1.08.09 of the Form 817 Standard Specifications.

Any and all costs or detrimental effects incurred by the Contractor in accelerating his work in an attempt to meet the Milestone Completion Date, regardless of the effects of any delay, disruption, inefficiency or other detrimental effect including, but not limited to, the deletion of Contract work, the issuing of construction orders, the execution of supplemental agreements, the discovery of differing site conditions, the adding of extra work to the Contract, the emergence of right-of-way conflicts, problems with the obtaining or the terms of permits, action or inaction by persons or entities working on the project or by third parties, delays in the process of reviewing or approving shop drawings, expansion of the physical limits of the Project, the effects of weather conditions on Project activities, the occurrence of weekends or holidays, the suspension of any Project operation, or other events, forces or factors that affect highway



construction work, shall be solely the Contractor's responsibility, and may not be used as the basis for any claim by the Contractor for additional compensation.

The Contractor is directed to follow the procedures of Section 1.08.08 of the Form 817 Standard Specifications for any request presented to the Engineer for an adjustment of the Milestone Completion Date for any unforeseeable causes noted in Section 1.08.08 that have resulted in the need for an adjusted date. There will be no adjustment to the Milestone Completion Date for events, forces or factors, as noted above, that the Contractor was to have foreseen and included in the cost and schedule of his work.

## **NOTICE TO CONTRACTOR – PREBID QUESTIONS AND ANSWERS**

Questions pertaining to DOT advertised construction projects must be presented through the CTDOT Pre-Bid Q and A Website. The Department cannot guarantee that all questions will be answered prior to the bid date. **PLEASE NOTE - at 12:01 am, the day before the bid, the subject project(s) being bid will be removed from the Q and A Website, Projects Advertised Section, at which time questions can no longer be submitted through the Q and A Website. At this time, the Q and A for those projects will be considered final, unless otherwise stated and/or the bid is postponed to a future date and time to allow for further questions and answers to be posted.**

If a question needs to be asked the day before the bid date, please contact the Contracts Unit staff and email your question to [dotcontracts@ct.gov](mailto:dotcontracts@ct.gov) immediately.

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

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

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

**NOTICE TO CONTRACTOR - CONTRACT DURATION**

The Contractor is hereby notified that this is not to be considered an ordinary project by any means and that due to the inconvenience to the traveling public that it causes, extra manpower, equipment and workshifts may be required to complete the work in accordance within the specified contract time.

**NOTICE TO CONTRACTOR - CONSTRUCTION CONTRACTOR  
DIGITAL SUBMISSIONS**

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

Shop drawings, working drawings, and product data shall be created, digitally signed and delivered by the Contractor in accordance with the Department's [Contractor Digital Submission Manual](#) (CDSM). Other deliverables that are required by other special provisions shall be similarly submitted.

Access credentials will be provided to the Contractor by the Department.

The Department will provide the Contractor with a list of email addresses that are to be used for each submittal type.

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

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

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

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

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

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

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

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

**NOTICE TO CONTRACTOR – USE OF STATE POLICE OFFICERS**

The Department will reimburse services of State Police Officers as a direct payment to the Department of Emergency Services and Public Protection. Payment for State Police Officers must be approved by the Engineer. Any State Police Officers used by the Contractor for its convenience is the responsibility of the Contractor. A separate payment item for State Police Officers is not included in this contract.

Any costs associated with coordination and scheduling of State Police Officers shall be included in the lump sum bid price for Item No. 0971001A – Maintenance and Protection of Traffic.

## **NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS**

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.



## **NOTICE TO CONTRACTOR - SALVAGE**

The salvage items shall be delivered by the Contractor to the closest Maintenance Garage specified below. Deliveries may be made between 7:00 AM to 4:00 PM except during lunch hour, 12:00 noon to 1:00 PM, Monday through Friday, excluding holidays. The Contractor shall contact the General Supervisor, at least 2 weeks prior to delivery. The salvage material shall be loaded, transported and unloaded by the Contractor. All material shall be stacked and stored by the Contractor according to the direction of the Storage Manager or his representative.

The Contractor shall salvage the following items for the State:

**750' of Merritt Parkway Guiderail**  
**Sent to:** Greenwich Maintenance Garage  
**Contact:** Jonathan Brown, General Supervisor  
**Phone:** 203-515-4520

The State Inspector responsible for this project shall determine the condition of the materials.

Before delivery to the store area the Office of Construction's project inspector should have a Salvage Materials Return to Stores Form issued on the Inventory Management Information System (IMIS), for each item or type to be delivered to the store. The Salvage Materials Return to Stores Form will be forwarded to the Material Store Supervisor.

The Contractor shall not receive direct payment for this work. The cost for loading, transporting and unloading the salvage items shall be included in the general work for the project.

## **NOTICE TO CONTRACTOR - ARCHITECTURAL AND INDUSTRIAL MAINTENANCE COATINGS**

This Contract includes the application of materials subject to the Volatile Organic Compounds (VOC) content limits stated in the Regulations of Connecticut State Agencies (RCSA) Sections 22a-174-41 and -41a. All architectural and industrial maintenance (AIM) coatings and applications of such coatings must comply with these regulations.

The Contractor shall submit a Material Safety Data Sheet/Safety Data Sheet or Product Technical Data Sheet developed by the manufacturer of each material that may be subject to the Regulations. The submittal must verify both the type of AIM and its VOC Content. VOC content shall be determined based on the formulation data supplied by the materials manufacturer.

The Contractor may only use AIM coatings that contain VOCs below the respective coating category Phase II limits specified in Table 1 if either:

- a) the coating was manufactured on or after May 1, 2018, **or**
- b) the coating is being applied after April 30, 2021.

The Contractor may use AIM coatings that contain VOCs exceeding the respective coating category Phase II limits specified in Table 1 only if all of the following four conditions are met:

- a) the coating is being applied on or before April 30, 2021,
- b) the coating contains VOCs below the applicable Phase I limits specified in Table 1,
- c) the coating was manufactured prior to May 1, 2018, **and**
- d) the coating container(s) are dated (or date coded) as such.

For any coating that is not categorized within Table 1, the Contractor shall classify the coating as follows and apply corresponding limits in Table 1.

- Registers gloss <15 on an 85-degree meter or <5 on a 60-degree meter) – Flat Coating,
- Registers gloss of  $\geq 15$  on an 85-degree meter and  $\geq 5$  on a 60-degree meter) - Nonflat Coating,
- Registers gloss of  $\geq 70$  on a 60-degree meter - Nonflat-High Gloss Coating.

The Contractor must close all containers of coating and solvent when not in use.

Coating container labels must display the date the coating was manufactured, the manufacturer's recommendation regarding thinning with solvent, and the coating's VOC content in grams per liter (g/L) of coating. Certain coating categories as noted in Table 1 have additional labeling requirements.

The Contractor may add additional solvent to a coating only if such addition does not cause the coating to exceed the applicable VOC limit specified Table 1. The Contractor must adhere to type(s) of solvent and maximum amount of solvent recommended by coating manufacturer.

VOC content of a thinned coating shall be the VOC content as listed by the manufacturer after thinning in accordance with its recommendation.

<b>TABLE 1</b>		
<b>Coating Category</b>	<b>Phase I</b>	<b>Phase II</b>
	<b>manufactured prior to May 1, 2018 VOC content limit (g/L)</b>	<b>manufactured on or after May 1, 2018 VOC content limit (g/L)</b>
Aluminum roof coating	--- <sup>1</sup>	450
Antenna coating	530	--- <sup>1</sup>
Antifouling coating	400	--- <sup>1</sup>
Basement specialty coating	--- <sup>1</sup>	400
Bituminous roof coating	300	270
Bituminous roof primer	350	350
Bond breaker	350	350
Calcimine recoater	475	475
Clear wood coating - Clear brushing lacquer <sup>2</sup>	680	275
Clear wood coating - Lacquer <sup>2,3</sup>	550	275
Clear wood coating - Sanding sealer <sup>2,4</sup>	350	275
Clear wood coating - Varnish <sup>2</sup>	350	275
Concrete curing compound	350	350
Concrete or masonry sealer/ Waterproofing concrete or masonry sealer	400	100
Concrete surface retarder	780	780
Conjugated oil varnish	--- <sup>1</sup>	450
Conversion varnish	725	725
Driveway sealer	--- <sup>1</sup>	50
Dry fog coating	400	150
Faux finishing coating <sup>2</sup>	350	350
Fire resistive coating	350	350
Fire retardant coating - Clear	650	--- <sup>1</sup>
Fire retardant coating - Opaque	350	--- <sup>1</sup>
Flat coating	100	50
Floor coating	250	100
Flow coating	420	--- <sup>1</sup>
Form-release compound	250	250
Graphic arts coating (sign paint)	500	500
High temperature coating	420	420
Impacted immersion coating	780	780
Industrial maintenance coating <sup>2</sup>	340	250
Industrial maintenance coating	340	250
Low solids coating	120	120
Magnesite cement coating	450	450

<b>TABLE 1</b>		
<b>Coating Category</b>	<b>Phase I</b>	<b>Phase II</b>
	<b>manufactured prior to May 1, 2018 VOC content limit (g/L)</b>	<b>manufactured on or after May 1, 2018 VOC content limit (g/L)</b>
Mastic texture coating	300	100
Metallic pigmented coating	500	500
Multi-color coating	250	250
Nonflat coating	150	100
Nonflat high gloss coating <sup>2</sup>	250	150
Nuclear coating	450	450
Pre-treatment wash primer	420	420
Primer, sealer and undercoater	200	100
Quick-dry enamel	250	--- <sup>1</sup>
Quick-dry primer, sealer and undercoater	200	--- <sup>1</sup>
Reactive penetrating carbonate stone sealer <sup>2</sup>	--- <sup>1</sup>	500
Reactive penetrating sealer <sup>2</sup>	--- <sup>1</sup>	350
Recycled coating	250	250
Roof coating	250	250
Rust preventive coating <sup>2</sup>	400	250
Shellac Clear	730	730
Shellac Opaque	550	550
Specialty primer, sealer and undercoater <sup>2</sup>	350	100
Stain	250	250
Stone consolidant <sup>2</sup>	--- <sup>1</sup>	450
Swimming pool coating	340	340
Thermoplastic rubber coating and mastic	550	550
Traffic marking coating	150	100
Traffic marking coating	150	100
Tub and tile refinish	--- <sup>1</sup>	420
Waterproofing membrane	--- <sup>1</sup>	250
Waterproofing sealer	250	--- <sup>1</sup>
Wood coating <sup>2</sup>	--- <sup>1</sup>	275
Wood preservative	350	350
Zinc-rich primer <sup>2</sup>	--- <sup>1</sup>	340

1 Classify as follows and apply corresponding limits in Table 1.

- Registers gloss <15 on an 85-degree meter or <5 on a 60-degree meter) – Flat Coating,
- Registers gloss of ≥15 on an 85-degree meter and ≥5 on a 60-degree meter) – Nonflat Coating
- Registers gloss of ≥70 on a 60-degree meter – Nonflat-High Gloss Coating

2 Container must be appropriately labeled. See RCSA 22a-174-41a

3 “Clear Wood Coating – Lacquer” includes lacquer sanding sealer

4 “Clear Wood Coating - Sanding Sealer” does not include lacquer sanding sealer

-END-

**NOTICE TO CONTRACTOR – PROJECT WITHIN SCENIC ROAD  
DESIGNATION**

This project is located within a scenic road designation and care should be taken during the construction activities not to deteriorate the areas aesthetic appeal.

## **NOTICE TO CONTRACTOR – UTILITY GENERATED SCHEDULE**

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

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

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

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

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

**The Contractor must complete tree clearing, to be paid for under the item "Clearing and Grubbing", within the limits shown on Plan Sheet 04.03 no later than April 29, 2019 in order to ensure adequate time for utility companies to perform the work listed below.**

<b>UTILITY WORK SCHEDULE</b> Rev 3/2015			
CTDOT Project Number:	SHP 56-309	Town:	GREENWICH
Project Description:	BRIDGE CONSTRUCTION-LAKE AVE OVER RT15		
CTDOT Utilities Engineer:	XIUYUN CAI		
Phone:	(860)594-3269	Email:	xiuyun.cai@ct.gov
Utility Company:	CROWN CASTLE FIBER		
Prepared By:	TERENCE J SHEA	Date Prepared:	
Phone:	(203)649-3905	Email:	terence.shea@crowncastle.com
<b>Scope of Work</b>			
<p>The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.</p>			
<p>Crown Castle Fiber's work will consist of relocating a 96F cable to new, taller poles .</p>			
<b>Special Considerations and Constraints</b>			
<p>The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..</p>			
<p>PLEASE NOTE THAT ANY TIME FRAME GIVEN AS A START TIME OR DURATION OF WORK CAN BE AFFECTED BY MANY FACTORS INCLUDING, BUT NOT LIMITED TO, MAKE READY WORK, OTHER UTILITIES, PERMIT APPLICATIONS, CHANGES IN SCOPE, INCLEMENT WEATHER, HOLIDAYS AND EMERGENCY SITUATIONS.</p>			

UTILITY WORK SCHEDULE Rev 3/2015			
CTDOT Project Number:		SHP 56-309	
Utility Company:		CROWN CASTLE FIBER	
Prepared By:		TERENCE J SHEA	Total Working Days: 3
Schedule			
<p>The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of working days required to complete the utility work activity based on historical information and production rates.</p>			
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (working days)
LIMITS	RELOCAT CABLE TO NEW POLES	POLES SET	3



<b>UTILITY WORK SCHEDULE</b> Rev 08 02 2016			
CTDOT Project Number:	56-309	Town:	Greenwich
Project Description:	Rehabilitation of Bridge# 00696 (Lake Ave) over Rte 15 (Merrit Pkwy)		
CTDOT Utilities Engineer:	Xiuyun Cai		
Phone:	(860) 594-3269	Email:	xiuyun.cai@ct.gov
Utility Company:	Optimum		
Prepared By:	Dave Stofko	Date Prepared:	
Phone:	(203) 696-4768	Email:	dstofko@cablevision.com
<b>Scope of Work</b>			
<p>The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.</p>			
<p>CATV will shift to the new poles on the North side (P# NYT 202) and South side (P# NYT201) of the bridge once new poles have been placed and all attachments above CATV have been transferred.</p>			
<b>Special Considerations and Constraints</b>			
<p>The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..</p>			
<p>Any time frame given as a Start Time or Duration of Work can be affected by make ready work required prior to start of job, coordination with other utilities, permit applications (State &amp; Municipality, if required), changes in scope of work, inclement weather, lockdown days (e.g. holidays &amp; sporting events) and emergency situations. If placement of new fiber is required, the notification process for customers directly affected by this work cannot begin until the new fiber has been placed, cold spliced and tested; and it can take several weeks or longer for customer approval to transfer traffic to the new fiber.</p>			

UTILITY WORK SCHEDULE Rev 3/2015			
CTDOT Project Number:		56-309	
Utility Company:		Optimum	
Prepared By:		Dave Stofko	
			Total Working Days: 5
Schedule			
<p>The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of working days required to complete the utility work activity based on historical information and production rates.</p>			
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (working days)
	Raise on Poles		5

<b>UTILITY WORK SCHEDULE</b> Rev 08 02 2016			
CTDOT Project Number:	56-309	Town:	Greenwich
Project Description:	Lake Ave over Merritt Parkway in Greenwich		
CTDOT Utilities Engineer:	Xiuyun Cai		
Phone:	860 594-3269	Email:	Cai,Xiuyun.Cai@ct.gov
Utility Company:	Verizon		
Prepared By:	B.H.Hocking	Date Prepared:	12/6/2016
Phone:	914 741-7973	Email:	Bryan.H.Hocking@Verizon.com
<b>Scope of Work</b>			
<p>The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.</p>			
<p>Placing (2) 50-2 poles on either side of the bridge and raising existing cables. Job 1A1R6RQ is scheduled for January 2017 for pole placing. CATV will need to raise before Verizon can raise Verizon facilities. Verizon to remove old poles after all have transferred.</p>			
<b>Special Considerations and Constraints</b>			
<p>The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..</p>			

UTILITY WORK SCHEDULE Rev 3/2015			
CTDOT Project Number:		Project # 0056-0309	
Utility Company:		Verizon	
Prepared By:		B H Hocking	Total Working Days: 2
Schedule			
<p>The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of working days required to complete the utility work activity based on historical information and production rates.</p>			
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (working days)
P 201 Lake Ave	Place 50' pole		1
P 202 Lake Ave	Place 50' pole		1
P 201 Lake Ave	Transfer (2) cables	After CATV has transferred	4 hours
P 202 Lake Ave	Transfer (2) cables	After CATV has transferred	4 hours
P 201 Lake Ave	Remove old pole		4 hours
P 202 Lake Ave	Remove old pole		4 hours

## **NOTICE TO CONTRACTOR – PROJECT UTILITIES**

The Contractor shall notify Call-Before-You-Dig at 811, 1-800-922-4455 or visit [www.cbyd.com](http://www.cbyd.com) at least 72 hours before any excavation work is begun to request mark-out of existing utilities. The Contractor shall coordinate his construction activities with all utility companies with facilities in the area. The Contractor should note that coordination with Verizon will be of particular importance regarding relocation of utility poles.

It is the responsibility of the Contractor to coordinate all utility relocations with the respective utility company.

Please see “Notice to Contractor – Coordination with Utilities” for a list of contacts for each utility company.

## **NOTICE TO CONTRACTOR – PROTECTION OF EXISTING UTILITIES**

Existing utilities shall be maintained during construction. The Contractor shall verify the location of overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations

Representatives of the utility companies shall be allowed access to the work, by the Contractor.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

In order to notify utility companies the number 1-800-922-4455 (Call Before You Dig), in accordance with Section 16-345 of the Regulations of the Department of Utility Control, must be called at least forty-eight (48) hours prior to the start of excavation. This notification will enable the utility companies to mark out their facilities in the field.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from the information shown on the plans or contained elsewhere in the specifications.

The Contractor shall notify the Engineer prior to the start of work and shall be responsible for all coordination with the Department. The Contractor shall allow the Engineer complete access to the work.

Any damage to any existing private or public utility, as a result of the Contractor's operations, shall be repaired to the utility and Engineer's satisfaction at no cost to the State, or the Utilities, including all materials, labor, etc., required to complete the repairs.

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, fuel, electric line, etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such installation, the exact location shall be determined by careful probing and hand digging, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of the proposed work prior to the start of actual excavation.

The Contractor shall perform all work in such a manner that will protect each Utility Company's facilities from damage.

## **NOTICE TO CONTRACTOR – COORDINATION WITH UTILITIES**

The Contractor is herein notified that utility relocations are part of the project and close coordination with all utilities involved will be required for this project.

Utility pole relocations are required for poles carrying Lighttower, Cablevision and Verizon.

The plan sheets are intended to show proposed work and utility installations to be done by the various utility companies both before, during and/or after the life of this contract but not depict all work to be done. In addition to the work indicated on these plans, the utility companies may make adjustment to or remove their installations other than those indicated on the plans or may install facilities not indicated. It is the Contractor's responsibilities to make himself/herself aware of the proposed utility work, anticipated utility schedule, the effect the work will have on the construction schedule and coordinate with the utility company schedule.

The following representatives shall be contacted by the Contractor to coordinate all work pertaining to the utility pole relocations and overhead utilities:

### **Lighttower Fiber Networks I, LLC dba Crown Castle Fiber**

Mr. Eric Clark,  
Manager Fiber Construction  
1781 Highland Avenue, Suite 102  
Cheshire, CT 06410  
PHONE: (203) 649-3904 EXT: Mobile: 860-863-8311  
E-MAIL: [Eric.Clark@crowncastle.com](mailto:Eric.Clark@crowncastle.com)

Mr. Terence Shea  
Engineer  
PHONE: (203) 649-3905  
E-MAIL: [Terence.Shea@crowncastle.com](mailto:Terence.Shea@crowncastle.com)

### **Cablevision of Litchfield, Inc. dba Altice USA**

Mr. Silvana Apicella,  
HFC Coordinator – CT Construction/Fiber  
122 River Street  
Bridgeport, CT 06604  
PHONE: (203) 696-4760  
E-MAIL: [silvana.apicella@alticetechservicesUSA.com](mailto:silvana.apicella@alticetechservicesUSA.com)

Mr. Robert Koslowski  
Engineer  
PHONE: (203) 696-4768  
E-MAIL: [Robert.koslowski@alticetechservicesUSA.com](mailto:Robert.koslowski@alticetechservicesUSA.com)

**Verizon New York, Inc.**

Mr. Thomas M. McArdle,  
Verizon Engineering  
500 Summit Lake Drive – 3<sup>rd</sup> floor  
Valhalla, NY 10595  
PHONE: (914) 741-8740  
E-MAIL: [thomas.m.mcardle@verizon.com](mailto:thomas.m.mcardle@verizon.com)

The Contractor shall hold a meeting after award of the project, prior to construction, with all parties that have utility facilities within the limits of the project. Any additional contacts can be found on the CTDOT Utilities Section webpage:

<http://www.ct.gov/dot/cwp/view.asp?a=3196&q=300826>



## **NOTICE TO CONTRACTOR - ELECTRONIC ENGINEERING DATA (EED)**

The EED is an assembly of engineering data files that were used to produce the Contract plans.

**Electronic Engineering Data (EED) is provided for information purposes only. In case of conflict between the EED and the Contract plans and specifications, the contract plans and specifications shall govern.** The EED has been reviewed by the Department for quality control purposes, but it is the Contractor's responsibility to build the Project per the contract plans and specifications.

The EED is being provided to the Engineer for GPS/RTS inspection. The Contractor may use the EED to assist in bidding, layout and Automated Machine Control/Guidance.

The EED includes geospatially-correct 2D CAD files and may include horizontal and vertical alignment data files, 3D surface model files (break-line features and triangles) and a preference file. The data is being provided in two formats:

- Native Format
  - Bentley MicroStation CAD files (dgn)
  - Bentley SS2 InRoads Alignment Files (alg)
  - Bentley SS2 InRoads Digital Terrain Models (dtm)
  - Bentley SS2 InRoads Preference File (xin)
  
- Converted Format (for use in GPS/RTS Site equipment)
  - AutoCAD CAD files (dxf)
  - Alignment files (xml)
  - Surface Models (xml)

For a complete list of EED files, see the EED file manifest (PDF) located in the EED\_0056-0309.zip file (0056-0309 is the project number) which is posted with the contract PS&E's on the State Contracting portal.

## **NOTICE TO CONTRACTOR – HAZARDOUS MATERIALS INVESTIGATIONS**

A limited hazardous materials site investigation has been conducted at Bridge No. 00696, which carries Lake Avenue over Merritt Parkway (Rte. 15) in Greenwich, Connecticut. The scope of inspection was limited to the representative components projected for impact.

The results of the investigation indicated the presence of lead based paint (LBP) on decorative metal railing and structural steel components and concrete abutments/guardrail supports scheduled for impact. Lead plates have also been identified beneath the twelve (12) bearings of the bridge.

Results obtained from TCLP waste stream sampling and analysis for leachable lead in the paint associated with the decorative metal railing/structural steel, characterized the paint waste stream as **RCRA Hazardous waste (>5.0mg/l)**.

Results obtained from TCLP waste stream sampling and analysis for leachable lead in the paint associated with the concrete abutments/guardrail supports, characterized the paint waste stream as **Non-Hazardous C&D bulky waste**.

All lead bearing plates, steel and metal generated from work tasks (painted or not) shall be segregated and recycled as scrap metal at a scrap metal recycling facility. The recycling of scrap metal (regardless of lead paint concentration) is exempt from USEPA RCRA and CTDEEP Hazardous Waste Regulation.

Grey expansion joint caulking and black rubbery vibration dampener strip material were sampled for asbestos content, and were both found to not contain asbestos.

No bird guano accumulations were observed in accessible areas of the bridge.

The Contractor is hereby notified that these hazardous materials requiring special management or disposal procedures will be encountered during various construction activities conducted within the project limits. The Contractor will be required to implement appropriate health and safety measures for all construction activities impacting these materials. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment and decontamination, 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 Department, as Generator, will provide an authorized representative to sign all manifests and waste profile documentation required by disposal facilities for disposal of hazardous materials.

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

- Item No. 0020903A – Lead Compliance for Miscellaneous Exterior Tasks

The Contractor is alerted to the fact that a Department environmental consultant may be on site for abatement and related activities, to collect environmental samples (if necessary), and to observe site conditions for the State.

Information pertaining to the results of the limited hazardous materials investigation discussed can be found in the document listed below. This document shall be available for review at the Office of Contracts, 2800 Berlin Turnpike, Newington, Connecticut.

- HazMat Inspection Letter, Bridge No. 00696, Lake Avenue over Merritt Parkway (Rte. 15), Greenwich, CT, TRC Environmental Corporation, March 18, 2014.

## **NOTICE TO CONTRACTOR – HISTORICAL GUIDELINES FOR THE MERRITT PARKWAY BRIDGES**

### Informational Overview: Historical Significance of the Merritt Parkway Bridges

The Merritt Parkway and its bridges were named to the National Register of Historic Places in 1991. One of the outcomes of this designation was the development of the “Merritt Parkway Bridge Restoration Guide” completed in 2002 as part of the “Conservation and Restoration Plan” for the Parkway. The “Guide” provides a “Restoration Philosophy” for the bridges, as well as an “Existing Conditions Evaluation”, and “Restoration Guidelines”. The Restoration Guidelines include Intent, Criteria, and Priority for Restoration, Materials and Restoration Techniques, and Guideline Specifications. The Guideline Specifications, and the Merritt Parkway Bridge Restoration Guide as a whole, were used to develop the cleaning, testing, graffiti removal, and concrete repair and restoration specifications of this project.

The rehabilitation language of the Guide was in part developed based on the Secretary of the Interior’s “Standards for Rehabilitation” which state:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

## **NOTICE TO CONTRACTOR - EQUIPMENT OPERATION AND PROTECTION**

All trucks using any road designated as a Parkway must be equipped with two (2) amber strobe type flashers, visible from the rear only and with two (2) reflectorized slow moving vehicle triangles 14”Hx16”W mounted on the rear of the truck. The lights must show the full overall width of the vehicle and each shall be mounted on a hinged or telescoping post, so that the center of the light will not be less than 10 ft. above the ground when in an operating position. This signal system shall be in operation continuously while the vehicle is on the Parkway travelway.

During the course of the project and in accordance with Section 14-298-237(b) of the State Traffic Commission Regulations, the Contractor’s trucks and equipment may be authorized by the Engineer to travel over the portions of the Parkway from which they are normally excluded. However, it must be noted that no authorization will be given until;

- 1) The Contractor has contacted the Department’s Oversize/Overweight Permit Section at (860) 594-2880 and verified that the structures on the Parkway that he is planning to traverse with his equipment have sufficient vertical clearance and/or weight carrying capacity.
- 2) Each vehicle has been inspected by the Engineer and found to conform to the specifications herein.

Each driver of such equipment shall be given instructions by the Contractor concerning the manner of operation while on the Parkway. All vehicles shall be limited in travel between the nearest interchange and the work site.

The Engineer reserves the right to revoke authorization if the Contractor fails to abide by the regulations herein prescribed. The Contractor will not be permitted to park equipment on the median strip and will not be permitted to cross the median strip without specific permission of the Engineer.

## **NOTICE TO CONTRACTOR – DETOUR**

### **Lake Avenue in Greenwich**

The Contractor may close Lake Avenue between Old Mill Road North and Tinker Lane to vehicular traffic during the replacement of Bridge No. 00696 (Lake Avenue over Route 15) as approved by the Engineer and as stated in the special provisions. A detour shall be implemented as specified in the Contract plans and special provisions. A detour will be allowed only during the allowable time periods as specified in the special provision for Section 1.08-Prosecution and Progress.

The Contractor shall notify the Engineer at least two weeks prior to the start of the closure. The Engineer will then notify the Town of Greenwich Police Department and all emergency services.

**SECTION 1.02 – PROPOSAL REQUIREMENTS AND CONDITIONS**

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

*Replace the third sentence of the last paragraph with:*

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



## **SECTION 1.05 - CONTROL OF THE WORK**

*Replace Article 1.05.02 with the following:*

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

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

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

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

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

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

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

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

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

- (i) 3 years from the date of acceptance of the work by the Engineer, as evidenced by a State of Connecticut, Department of Transportation form entitled "Certificate of Acceptance of Work," issued to the Contractor; or
- (ii) 3 years after the termination of the Contract, whichever is earlier, subject to the continued commercial availability of such insurance.

b. Working Drawings for Temporary Construction: The Contractor shall submit drawings, calculations, procedures and other supporting data to the Assistant District Engineer.

**3. Shop Drawings:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and deliver shop drawings to the Designer for review. Review timeframes and submission locations are as specified herein.

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

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

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

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

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

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

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

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

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

**6. Department's Action:** The Designer or Engineer will review each submittal, mark each with a self-explanatory action stamp, and return the stamped submittal promptly to the Contractor. The Contractor shall not proceed with the part of the Project covered by the submittal until the submittal is marked "No Exceptions Noted" or "Exceptions as Noted" by the Designer or Engineer. The Contractor shall retain sole responsibility for compliance with all Contract requirements. The stamp will be marked as follows to indicate the action taken:

- a. If submittals are marked "No Exceptions Noted," the Designer or Engineer has not observed any statement or feature that appears to deviate from the Contract requirements. This disposition is contingent on being able to execute any manufacturer's written warranty in compliance with the Contract provisions.
- b. If submittals are marked "Exceptions as Noted" the considerations or changes noted by the Department's Action are necessary for the submittal to comply with Contract requirements. The Contractor shall review the required changes and inform the Designer or Engineer if they feel the changes violate a provision of the Contract or would lessen the warranty coverage.
- c. If submittals are marked "Revise and Resubmit," the Contractor shall revise the submittals to address the deficiencies or provide additional information as noted by the Designer or Engineer. The Contractor shall allow an additional review period as specified in 1.05.02-5.
- d. If submittals are marked "Rejected," the Contractor shall prepare and submit a new submittal in accordance with the Designer's or Engineer's notations. The resubmissions require an additional review and determination by the Designer or Engineer. The Contractor shall allow an additional review period as specified in 1.05.02-5.

## **SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES**

*Delete Article 1.07.07 in its entirety and replace it with the following:*

**1.07.07—Safety and Public Convenience:** The Contractor shall conduct the Project work at all times in such a manner as to ensure the least possible obstruction to traffic. In a manner acceptable to the Engineer, the Contractor shall provide for the convenience and interests of the general public; the traveling public; parties residing along or adjacent to the highway or Project Site; and parties owning, occupying or using property adjacent to the Project Site, such as commuters, workers, tenants, lessors and operating agencies.

Notwithstanding any other Contract provision, the Contractor shall not close to normal pedestrian or vehicular traffic any section of road, access drive, parking lot, sidewalk, station platform, railroad track, bus stop, runway, taxiway, occupied space within a Site, or occupied space within a building, except with the written permission of the Engineer.

All equipment, materials, equipment or material storage areas, and work areas must be placed, located, and used in ways that do not create a hazard to people or property, especially in areas open to public pedestrian or vehicular traffic. All equipment and materials shall be placed or stored in such a way and in such locations as will not create a hazard to the traveling public or reduce sight lines. In an area unprotected by barriers or other means, equipment and materials must not be stored within 30 feet of any traveled way.

The Contractor must always erect barriers and warning signs between any of its work or storage areas and any area open to public, pedestrian, or vehicular traffic. Such barriers and signs must comply with all laws and regulations, including any applicable codes.

The Contractor must arrange for temporary lighting, snow and ice removal, security against vandalism and theft, and protection against excessive precipitation runoff within its Project work and storage areas, and within other areas specifically designated in the Contract.

In addition to meeting the requirements of Section 9.71, the Contractor shall take all precautions necessary and reasonable for the protection of all persons, including, but not limited to, employees of the Contractor or the Department, and for the protection of property, until the Engineer notifies the Contractor in writing that the Project or the pertinent portion of the Project has been completed to the Engineer's satisfaction.

The Contractor shall comply with the safety provisions of applicable laws, including building and construction codes and the latest edition of the CFR. The Contractor must make available for reference in its field office, throughout the duration of the Project, a copy of the latest edition and all supplements of the CFR pertaining to OSHA.

The Contractor shall make available to the Contractor's employees, subcontractors, the Engineer, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 and The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all MSDS for products in use at the Project. These MSDS shall be made available to the Engineer upon request.

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

**Safety Plan:** Before starting work on the Project, the Contractor shall submit to the Engineer a written Safety and Health Plan (hereinafter referred to as the "Plan"). The Plan shall meet or exceed the minimum requirements of this Subsection and any applicable State or Federal regulations.

The Plan shall apply to any work under the Contract whether such work is performed, by way of example and not limitation, by the Contractor's forces, subcontractors, suppliers, or fabricators.

The Plan shall be prepared by the Contractor and submitted to the Engineer for review before the actual start of work on the Project. Within ten (10) calendar days of receipt, the Engineer will determine whether or not the Plan meets the requirements of this Specification. If the Plan does not meet the requirements of this Specification, it will be returned for revision. Work on the Project may not proceed until the Engineer has accepted the Plan. Nothing herein shall be construed, however, to relieve the Contractor from responsibility for the prosecution of the Project.

The Plan shall conform to the following general format:

**1. General Introduction.**

- a. Description.** The general introduction of the Plan shall include a statement by the Contractor describing its commitment to maintain a safe work environment for its employees, Department representatives, and the public. Implementation procedures and company policies relative to safety shall be summarized or referenced in the Plan.
  - i. The Plan shall include the names, addresses, and telephone numbers of the Contractor's Project Manager, Project superintendent and/or its designee for safety oversight, all competent persons, and the traffic control coordinator. Any changes to the safety management and oversight for the Project shall be promptly communicated to all concerned.
  - ii. The Plan shall provide guidelines for protecting all personnel from hazards associated with Project operations and activities.

- iii. The Plan shall establish the policies and procedures that are necessary for the Project to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the work is in progress.

**b. Responsibility, Identification of Personnel, and Certifications.** The Contractor is solely responsible for creating, implementing, and monitoring the Plan.

- i. The Contractor shall identify and designate on-site supervisory level personnel who shall be responsible for implementing and monitoring the Plan at all times throughout the duration of the Project and shall have authority to take prompt corrective measures to eliminate hazards including the ability to stop work activities.
- ii. Documentation of training provided to the on-site supervisory level personnel shall be included as part of the Plan.
- iii. For any work activities wherein the Contractor has identified a competent person as defined by OSHA, that person shall be capable of identifying existing and predictable hazards and have the authority to take prompt corrective measures to eliminate the hazards, including the ability to stop work activities.
- iv. Documentation of the qualifications of such competent persons identified, including any certifications received, shall be included as part of the Plan.
- v. The Contractor shall further identify the qualified safety professional responsible for developing the Plan and shall provide that person's qualifications for developing the Plan which shall include, but not be limited to, education, training, certifications, and experience in developing this type of Plan.
- vi. The Plan shall contain a certification executed by the qualified safety professional that developed the Plan, stating that the Plan complies with OSHA and other applicable State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the work is in progress.

**2. Elements of the Plan.** The Plan shall address, but not be limited to, the following elements:

**a. Management Safety Policy and Implementation Statement.**

- i. The Plan shall describe in detail the means by which the Contractor shall implement and monitor the Plan. Implementation and monitoring shall also mean that the Plan shall be a document with provision for change to update the Plan with new information on a yearly basis at a minimum and shall include new practices or procedures, changing site and environmental conditions, or other situations that could adversely affect site personnel. The Plan shall provide guidelines for protecting all personnel from hazards associated with Project operations and activities.

- b. Emergency Telephone Numbers.**
- c. Personnel Responsibilities.**
  - i. Management responsibilities
  - ii. Responsibilities of Supervisor(s)
  - iii. Site safety officer(s) responsibilities
  - iv. Employee responsibilities
  - v. Competent person(s) as defined by OSHA responsibilities
- d. Training.**
  - i. Regulatory
  - ii. Documentation
  - iii. Site hazard assessment -Daily employee awareness of site operations
- e. Safety Rules.**
  - i. General safety rules
  - ii. Personal protective equipment
  - iii. Housekeeping
- f. Safety Checklists.**
  - i. Project safety-planning checklist
  - ii. Emergency plans and procedures checklist
  - iii. Documentation checklist
  - iv. Protective materials and equipment checklist
- g. Traffic Control Coordinator Inspections.**
  - i. Responsible person
  - ii. Frequency
  - iii. Documentation of actions taken
- h. Record Keeping.**
  - i. OSHA 200 log
- i. Reporting.**
  - i. Accident(s)
  - ii. On site
  - iii. Legal notice requirement
  - iv. Public liability
  - v. Property damage
  - vi. Department of Labor
  - vii. Hazard Communications
- j. Additional Procedures for Project Specific Situations as Applicable.**
  - i. Compressed gas cylinders
  - ii. Confined spaces
  - iii. Cranes
  - iv. Crystalline silica (stone, masonry, concrete, and brick dust)

- v. Electrical
- vi. Equipment operators
- vii. Fall protection
- viii. Hand and power tools
- ix. Hearing conservation
- x. Highway safety
- xi. Lead health and safety plan
- xii. Lock out/tag out
- xiii. Materials handling, storage, use, and disposal
- xiv. Areas of environmental concern
- xv. Night work
- xvi. Personal protective equipment
- xvii. Project entry and exit
- xviii. Respiratory protection
- xix. Sanitation
- xx. Signs, signals, and barricades
- xxi. Subcontractors
- xxii. Trenching

**3. Appendix for Environmental Health and Safety Plan (HASP).** If environmental hazards are identified in the Contract, an Environmental HASP shall be included in an appendix to the Plan, or in a separate document. References to any Environmental HASP shall be included within the Plan, where appropriate.

The Plan shall be kept on the site and shall apply and be available to all workers and all other authorized persons entering the work site. Copies of all updates to the Plan shall be promptly supplied to the Engineer.

If at any time during the Project the Engineer determines that the Contractor is not complying with the requirements of this provision or the updated Plan, the Contractor shall correct such deficiencies immediately. Failure to remediate such deficiencies may result in suspension of the Contractor's operations until the deficiencies have been corrected. Suspensions ordered due to safety deficiencies will not be considered compensable or excusable delays.

The Contractor is responsible for implementation of the Plan. Pursuant to Article 1.07.10, the Contractor shall indemnify, and save harmless the State from any and all liability related to the Plan in proportion to the extent that the Contractor is held liable for same by an arbiter of competent jurisdiction.

The Contractor shall allow onto the Project site any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials, without delay and without the presentation of an inspection warrant.



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

*Add the following after the only paragraph:*

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

**Article 1.07.11 Opening of Section of project to Traffic or Occupancy:**

*Add the following sentence to the last paragraph;*

“In cases in which guiderail is damaged by the traveling public, repair or replacement will be reimbursable as contained elsewhere herein.”

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

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

Mr. Gerard McDonald  
District 3 Electrical Supervisor  
Department of Transportation  
Milford, Connecticut  
(203) 882-2033

Mr. Eric Clark  
Manager Fiber Construction  
Lighttower Fiber Networks I, LLC dba Crown Castle Fiber  
1781 Highland Avenue, Suite 102  
Cheshire, CT 06410  
(203) 649-3904; Mobile: (860) 863-8311  
[eclark@crowncastle.com](mailto:eclark@crowncastle.com)

Mr. Richard Slomiana  
Construction Manager  
Cablevision dba Altice USA  
28 Cross Street  
Norwalk, CT 06851  
(203) 750-5617  
[Richard.Slomiana@AlticeTechServicesUSA.com](mailto:Richard.Slomiana@AlticeTechServicesUSA.com)

Mr. Thomas M. McArdle  
Verizon Engineering  
Verizon New York, Inc.  
500 Summit Lake Drive – 3<sup>rd</sup> Floor  
Valhalla, NY 10595  
(914) 741-8740  
[Thomas.m.mcardle@verizon.com](mailto:Thomas.m.mcardle@verizon.com)

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

## **SECTION 1.08 - PROSECUTION AND PROGRESS**

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

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

#### **Route 15**

On the following State observed Legal Holidays:

New Year's Day  
Good Friday, Easter\*  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day\*\*  
Christmas Day

The following restrictions also apply:

On the day before and the day after any of the above Legal Holidays.

On the Friday, Saturday, and Sunday immediately preceding any of the above Holidays celebrated on a Monday.

On the Saturday, Sunday, and Monday immediately following any of the above Holidays celebrated on a Friday.

\* From 6:00 a.m. the Thursday before the Holiday to 8:00 p.m. the Monday after the Holiday.

\*\* From 6:00 a.m. the Wednesday before the Holiday to 8:00 p.m. the Monday after the Holiday.

#### During all other times

The Contractor shall maintain and protect traffic as shown on the accompanying "Limitation of Operations" charts, which dictate the minimum number of lanes that must remain open for each day of the week.

The Contractor will be allowed to halt Route 15 traffic for a period not to exceed 15 minutes to perform necessary work for the erection and setting of structural steel, and for the removal of the existing bridge superstructure, as approved by the Engineer, between 1:00 a.m. and 4:00 a.m. on all non-Holiday days.

**Project No. 0056-0309  
Limitation of Operations Chart  
Minimum Number of Lanes to Remain Open**

Route: 15 Northbound Location: Within Project Limits Number of Through Lanes: 2								Route: 15 Southbound Location: Within Project Limits Number of Through Lanes: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	1	1	1	1	1	1	1	Mid	1	1	1	1	1	1	1
1 AM	1	1	1	1	1	1	1	1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1	2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1	3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1	4 AM	1	1	1	1	1	1	1
5 AM	1	1	1	1	1	1	1	5 AM	2	2	2	2	2	1	1
6 AM	E	E	E	E	E	1	1	6 AM	E	E	E	E	E	1	1
7 AM	E	E	E	E	E	1	1	7 AM	E	E	E	E	E	1	1
8 AM	E	E	E	E	E	1	1	8 AM	E	E	E	E	E	2	1
9 AM	2	2	2	2	2	2	1	9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	2	2	10 AM	2	2	2	2	2	2	2
11 AM	2	2	2	2	2	2	2	11 AM	2	2	2	2	2	2	2
Noon	2	2	2	2	2	2	2	Noon	2	2	2	2	2	2	2
1 PM	2	2	2	2	2	2	2	1 PM	2	2	2	2	2	2	2
2 PM	2	2	2	2	2	2	2	2 PM	2	2	2	2	2	2	2
3 PM	E	E	E	E	E	2	2	3 PM	E	E	E	E	E	2	2
4 PM	E	E	E	E	E	2	2	4 PM	E	E	E	E	E	2	2
5 PM	E	E	E	E	E	2	2	5 PM	E	E	E	E	E	2	2
6 PM	2	2	2	2	2	2	2	6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	1	7 PM	1	1	1	1	2	1	2
8 PM	1	1	1	2	1	1	2	8 PM	1	1	1	1	1	1	2
9 PM	1	1	1	1	1	1	1	9 PM	1	1	1	1	1	1	1
10 PM	1	1	1	1	1	1	1	10 PM	1	1	1	1	1	1	1
11 PM	1	1	1	1	1	1	1	11 PM	1	1	1	1	1	1	1

**On Holidays and within Holiday Periods, all Hours shall be ‘E.’**

**‘E’ = maintain existing traffic operations = all available travel lanes, including exit only lanes, climbing lanes and all available shoulder widths shall be open to traffic during this period**

**Ramps and Turning Roadways**

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.

**Lake Avenue**

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.  
Saturday and Sunday between 10:00 a.m. and 6:00 p.m.

The Contractor will be allowed to close Lake Avenue in the vicinity of Bridge No. 00696 and detour traffic for a duration that shall not exceed seventeen consecutive weeks and may not commence until 5:00 p.m. on the last day of Greenwich Public Schools 2018-2019 school year. The Contractor is responsible for obtaining the actual school calendar from the Town of Greenwich.

The Contractor shall notify the Engineer at least 14 days in advance of the start of the Lake Avenue closure. The Engineer will then notify the Town of Greenwich Police Department and all emergency services.

**All Other Roadways**

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.  
Saturday and Sunday between 10:00 a.m. and 6:00 p.m.

**Additional Lane Closure Restrictions**

It is anticipated that work on adjacent projects will be ongoing simultaneously with this project. The Contractor shall be aware of those projects and anticipate that coordination will be required to maintain proper traffic flow at all times on all project roadways, in a manner consistent with these specifications and acceptable to the Engineer.

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

## **SECTION 1.10 - ENVIRONMENTAL COMPLIANCE**

### **In Article 1.10.03-Water Pollution Control: BEST MANAGEMENT PRACTICES**

*Add the following after Required Best Management Practice Number 13:*

14. The Contractor is hereby notified that one or more State listed species of bat, has been documented within the project limits. In Connecticut, the Eastern small-footed bat (*Myotis leibii*), tri-colored bat (*Perimyotis subflavus*), little brown bat (*Myotis lucifugus*), Northern long-eared bat (*Myotis septentrionalis*) and the Indiana bat (*Myotis sodalis*) are listed as endangered while the silver-haired bat (*Lasionycteris noctivagans*) hoary bat (*Lasiurus cinereus*) and the red bat (*Lasiurus borealis*) are listed as special concern. The Northern long eared and the Indiana bats are also federally listed species. Bats are the only mammals capable of actual flight and are primarily nocturnal. During the daylight bats roost in trees and man-made structures such as barns, houses, other buildings, and bridges. Within the project limits bats will use the snags, cavities, structures and underside of flakey bark to roost and raise young. Young bats are incapable of flight for their first four to five weeks; therefore this project will have a Time of Year (TOY) restriction for structure work and tree clearing to protect the young. TOY restrictions protect the pregnant female and her young before and after birth. The actual birth is variable year to year; therefore these TOY's will provide the greatest amount of protection for all State listed bat species.

The Contractor shall through the Engineer, at least 10 days prior to the commencement of any construction activities, arrange for a CT DOT Environmental Scientist from the Office of Environmental Planning (OEP) or their authorized delegate to be available to meet and discuss proper protocol for maintaining environmental commitments made to the protection of these species and their habitat. OEP will provide oversight through the Engineer.

The following protocols shall be followed and maintained during the course of the Project:

- a. Clearing of any tree 3" diameter at breast height DBH or greater is prohibited between May 15<sup>th</sup> and August 15<sup>th</sup>.
- b. OEP will require that a pre-tree clearing walk through of the site be conducted so all trees to be removed can be reviewed.

All listed bat species are protected by state laws which prohibit killing, harming, taking, or keeping them in your possession. Any observations of a bat species are to be reported to OEP at (860) 594-2937 or (860) 594-2938.

## **SECTION 4.06 - BITUMINOUS CONCRETE**

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

### **4.06.01—Description**

### **4.06.02—Materials**

### **4.06.03—Construction Methods**

### **4.06.04—Method of Measurement**

### **4.06.05—Basis of Payment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. Materials Supply:** The bituminous concrete mixture must be from one source of supply and originate from one Plant unless authorized by the Engineer.

**2. Recycled Materials:** Reclaimed Asphalt Pavement (RAP), Crushed Recycled Container Glass (CRCG), Recycled Asphalt Shingles (RAS), or crumb rubber (CR) from recycled tires may be incorporated in bituminous concrete mixtures in accordance with Project Specifications.



#### **4.06.03—Construction Methods:**

**1. Material Documentation:** All vendors producing bituminous concrete must have Plants with automated vehicle-weighing scales, storage scales, and material feeds capable of producing a delivery ticket containing the information below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*All fixtures shall be mounted above the roller.

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

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

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

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

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

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

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

- The make and model of the MTV.
- The individual axle weights and axle spacing for each piece of paving equipment (haul vehicle, MTV and paver).
- A working drawing showing the axle spacing in combination with all pieces of equipment that will comprise the paving echelon.

**4. Test Section:** The Engineer may require the Contractor to place a test section whenever the requirements of this specification or Section M.04 are not met.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor may request to omit the tack coat application between bituminous concrete layers that have not been exposed to traffic and are placed during the same work shift. Requests to omit tack coat application on the exposed surface of a wedge joint will not be considered.

Placement: The mixture shall be placed and compacted to provide a smooth, dense surface with a uniform texture and no segregation at the specified thickness and dimensions indicated in the plans and specifications.

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

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

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

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

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

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

**TABLE 4.06-3: Thickness Tolerances**

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

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

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

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

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

When placing a lift with a specified thickness less than one and one-half (1 1/2) inches, or a wedge course, the Contractor shall provide a minimum rolling pattern as determined by the development of a compaction curve. The procedure to be used shall be documented in the Contractor's QCP for placement and demonstrated on the first day of placement.

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

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

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

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

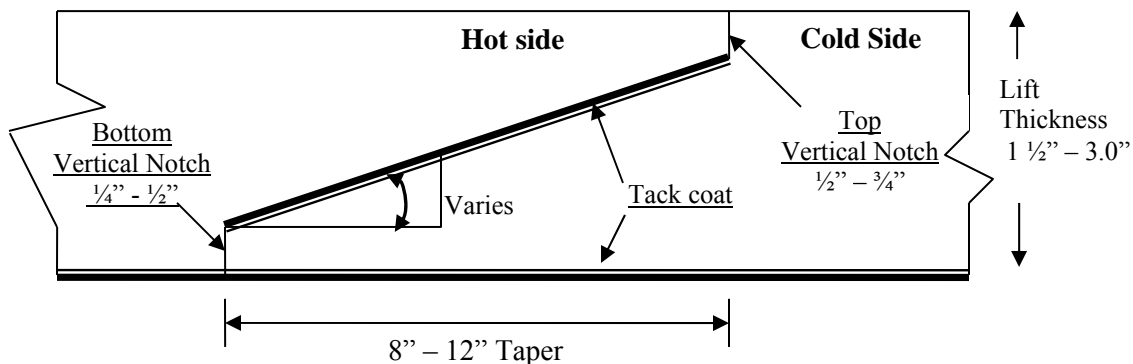
Surface Requirements:

Each lift of the surface course shall not vary more than  $\frac{1}{4}$  inch from a Contractor-supplied 10 foot straightedge. For all other lifts, the tolerance shall be  $\frac{3}{8}$  inch. Such tolerance will apply to all paved areas.

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

**7. Longitudinal Joint Construction Methods:** The Contractor shall use Method I- Notched Wedge Joint (see Figure 4.06-1) when constructing longitudinal joints where lift thicknesses are between  $1\frac{1}{2}$  and 3 inches. S1.0 mixtures shall be excluded from using Method I. Method II Butt Joint (see Figure 4.06-2) shall be used for lifts less than  $1\frac{1}{2}$  inches or greater than or equal to 3 inches. During placement of multiple lifts, the longitudinal joint shall be constructed in such a manner that it is located at least 6 inches from the joint in the lift immediately below. The joint in the final lift shall be at the centerline or at lane lines. Each longitudinal joint shall maintain a consistent offset from the centerline of the roadway along its entire length. The difference in elevation between the two faces of any completed longitudinal joint shall not exceed  $\frac{1}{4}$  inch in any location.

Method I - Notched Wedge Joint:



**FIGURE 4.06-1: Notched Wedge Joint**

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

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



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

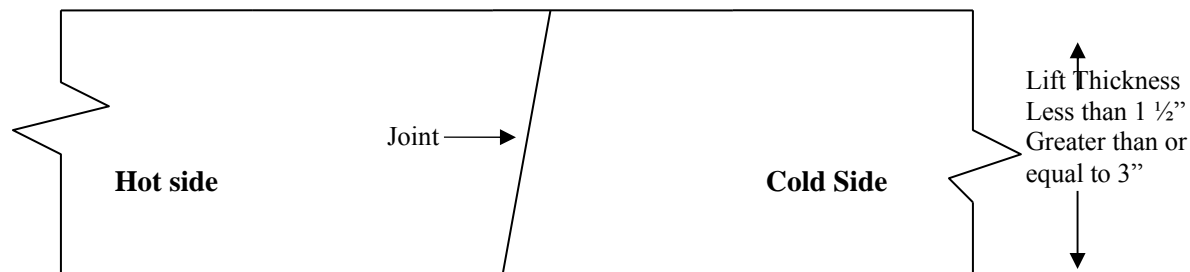
The taper portion of the wedge joint shall not be exposed to traffic for more than 5 calendar days.

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

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

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

**Method II - Butt Joint:**



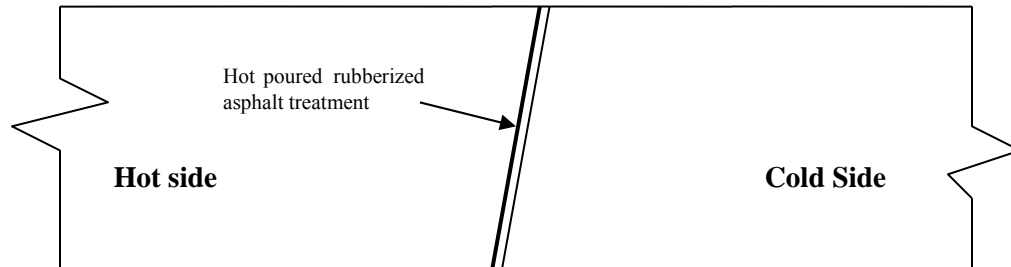
**FIGURE 4.06-2: Butt Joint**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

QCP for Placement: The Standard QCP, Project Summary Sheet, and Extended Season Paving Plan shall conform to the format provided by the Engineer. The format is available at [http://www.ct.gov/dot/lib/dot/documents/dconstruction/pat/qcp\\_outline\\_hma\\_placement.pdf](http://www.ct.gov/dot/lib/dot/documents/dconstruction/pat/qcp_outline_hma_placement.pdf).

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

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

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

**9. Temperature and Seasonal Requirements:** Paving, including placement of temporary pavements, shall be divided into two seasons, “In-Season” and “Extended-Season”. In-Season paving occurs from May 1 – October 14, and Extended Season paving occurs from October 15-April 30. The following requirements shall apply unless otherwise authorized or directed by the Engineer:

- Mixtures shall not be placed when the air or sub base temperature is less than 40°F regardless of the season.
- Should paving operations be scheduled during the Extended Season, the Contractor must submit an Extended Season Paving Plan for the project that addresses minimum delivered

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

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

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

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

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

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

Sampling is in accordance with the following tables:

**TABLE 4.06-4: Bridge Density Lot(s)**

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

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

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

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

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

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

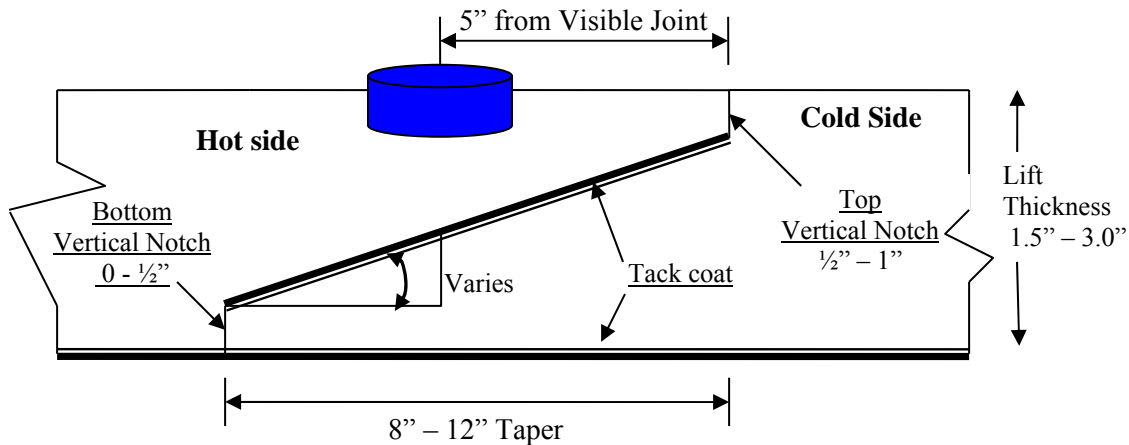
Note:

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

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

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

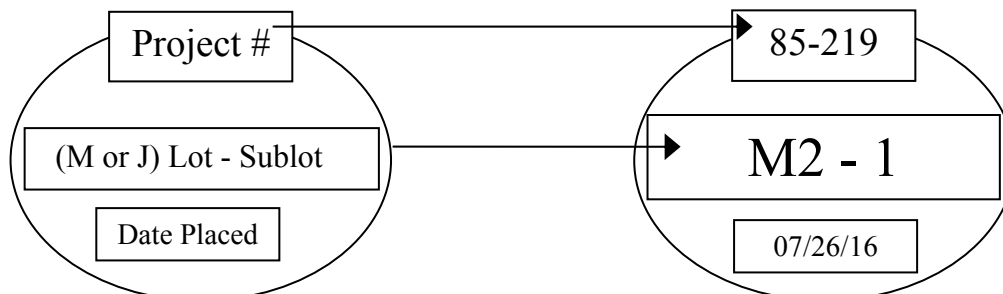
Method I, Notched Wedge Joint cores shall be taken so that the center of the core is 5 inches from the visible joint on the hot mat side (Figure 4.06-5).



**FIGURE 4.06-5: Notched Wedge Joint Cores**

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

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



**FIGURE 4.06-4: Labeling of Cores**

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

concrete mixture at a minimum temperature of 240°F containing the same or smaller nominal maximum aggregate size and compacted with a hand compactor or other mechanical means to the maximum compaction possible. The bituminous concrete shall be compacted to 1/8 inch above the finished pavement.

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

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

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

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

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

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

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

**13. Corrective Work Procedure:**

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

- a) Propose a corrective procedure to the Engineer for review and approval prior to any corrective work commencing. The proposal shall include:
  - Limits of pavement to be replaced or corrected, indicating stationing or other landmarks that are readily distinguishable.
  - Proposed work schedule.
  - Construction method and sequence of operations.
  - Methods of maintenance and protection of traffic.
  - Material sources.
  - Names and telephone numbers of supervising personnel.
- b) Any corrective courses placed as the final wearing surface shall match the specified lift thickness after compaction.

**14. Protection of the Work:** The Contractor shall protect all sections of the newly finished pavement from damage that may occur as a result of the Contractor's operations for the duration of the Project.

**15. Cut Bituminous Concrete Pavement:** Work under this item shall consist of making a straight-line cut in the pavement to the lines delineated on the plans or as directed by the Engineer. The cut shall provide a straight, clean, vertical face with no cracking, tearing or breakage along the cut edge.

**4.06.04—Method of Measurement:**

**1. HMA S\* or PMA S\*:** The quantity of bituminous concrete measured for payment will be determined by the documented net weight in tons accepted by the Engineer in accordance with this specification and Section M.04.

**2. Adjustments:** Adjustments may be applied to bituminous concrete quantities and will be measured for payment using the following formulas:



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

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

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

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

**Tons Adjusted for Area (T<sub>A</sub>)** = [(L x W<sub>adj</sub>)/9] x (t) x 0.0575 Tons/SY/inch = (-) Tons

Where: L = Length (ft)

(t) = Actual thickness (inches)

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

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

**Tons Adjusted for Thickness (T<sub>T</sub>)** = A x t<sub>adj</sub> x 0.0575 = (-) Tons

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

t<sub>adj</sub> = Adjusted thickness = [(Dt + tolerance) - Actual thickness]

Dt = Designed thickness (inches)

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

**Tons Adjusted for Weight (T<sub>w</sub>)** = GVW – DGW = (-) Tons

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

- d) Mixture Adjustment: The quantity of bituminous concrete representing the production lot at the Plant will be adjusted as follow:

- i. Non-PWL Production Lot (less than 3500 tons):

The adjustment values in Table 4.06-6 and 4.06-7 shall be calculated for each sub lot based on the Air Void (AV) and Asphalt Binder Content (PB) test results for that sub lot. The total adjustment for each day's production (lot) will be computed using tables and the following formulas:

**Tons Adjusted for Superpave Design (T<sub>SD</sub>)** = [(AdjAV<sub>t</sub> + AdjPB<sub>t</sub>) / 100] X Tons

Percent Adjustment for Air Voids = AdjAV<sub>t</sub> = [AdjAV<sub>1</sub> + AdjAV<sub>2</sub> + AdjAV<sub>i</sub> + ... + AdjAV<sub>n</sub>)] / n

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

**TABLE 4.06-6: Adjustment Values for Air Voids**

Adjustment Value (AdjAV <sub>i</sub> ) (%)	S0.25, S0.375, S0.5, S1 Air Voids (AV)
+2.5	3.8 - 4.2
+3.125*(AV-3)	3.0 - 3.7
-3.125*(AV-5)	4.3 - 5.0
20*(AV-3)	2.3 - 2.9
-20*(AV-5)	5.1 - 5.7
-20.0	≤ 2.2 or ≥ 5.8

Percent Adjustment for Asphalt Binder = AdjPB<sub>t</sub> = [(AdjPB<sub>1</sub> + AdjPB<sub>2</sub> + AdjPB<sub>i</sub> + ... + AdjPB<sub>n</sub>)] / n

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

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

Adjustment Value (AdjAV <sub>i</sub> ) (%)	S0.25, S0.375, S0.5, S1 Pb
0.0	JMF Pb ± 0.3
- 10.0	≤ JMF Pb - 0.4 or ≥ JMF Pb + 0.4

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

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

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

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

For PWL between 50 and 90%:  $\text{Adj}(\text{AV}_t \text{ or } \text{PB}_t \text{ or } \text{VMA}_t) = (55 + 0.5 \text{ PWL}) - 100$

For PWL at and above 90%:  $\text{Adj}(\text{AV}_t \text{ or } \text{PB}_t \text{ or } \text{VMA}_t) = (77.5 + 0.25 \text{ PWL}) - 100$

Where:

$\text{AdjAV}_t$  = Total percent AV adjustment value for the lot

$\text{AdjPB}_t$  = Total percent PB adjustment value for the lot

$\text{AdjVMA}_t$  = Total percent VMA adjustment value for the lot

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

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

**Tons Adjusted for Superpave Design ( $T_{SD}$ )** =  $[(0.5\text{AdjAV}_t + 0.25\text{AdjPB}_t + 0.25\text{AdjVMA}_t) / 100] \times \text{Tons}$

iii. Partial Lots:

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

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

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

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

**Tons Adjusted for Density ( $T_D$ )** =  $[\{(P_{AM} \times .50) + (P_{AJ} \times .50)\} / 100] \times \text{Density Lot Tons}$

Where:  $T_D$  = Total tons adjusted for density for each lot

$P_{AM}$  = Mat density percent adjustment from Table 4.06-9

$P_{AJ}$  = Joint density percent adjustment from Table 4.06-10

**TABLE 4.06-9: Adjustment Values for Pavement Mat density**

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

**TABLE 4.06-10: Adjustment Values for Pavement Joint Density**

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

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

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

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

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

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

**5. Material for Tack Coat:** The quantity of tack coat will be measured for payment by the number of gallons furnished and applied on the Project and approved by the Engineer. No tack coat material shall be included that is placed in excess of the tolerance described in Article 4.06.03.

- a. Container Method- Material furnished in a container will be measured to the nearest ½ gallon. The volume will be determined by either measuring the volume in the original container by a method approved by the Engineer or using a separate graduated container capable of measuring the volume to the nearest ½ gallon. The container in which the material is furnished must include the description of material, including lot number or batch number and manufacturer or product source.
- b. Vehicle Method-
  - i. Measured by Weight: The number of gallons furnished will be determined by weighing the material on calibrated scales furnished by the Contractor. To convert weight to gallons, one of the following formulas will be used:

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

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

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

Tack Coat (gallons at 60°F) = Factor (from Table 4.06-11) multiplied by the measured gallons.

**TABLE 4.06-11: Factor to Convert Volume of Tack Coat to 60°F**

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

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

**4.06.05—Basis of Payment:**

**1. HMA S\* or PMA S\*:** The furnishing and placing of bituminous concrete will be paid for at the Contract unit price per ton for “HMA S\*” or “PMA S\*”.

- All costs associated with providing illumination of the work area are included in the general cost of the work.
- All costs associated with cleaning the surface to be paved, including mechanical sweeping, are included in the general cost of the work. All costs associated with constructing longitudinal joints are included in the general cost of the work.
- All costs associated with obtaining cores for acceptance testing and dispute resolution are included in the general cost of the work.

**2. Bituminous Concrete Adjustment Costs:** The adjustment will be calculated using the formulas shown below if all of the measured adjustments in Article 4.06.04 are not equal to zero. A positive or negative adjustment will be applied to monies due the Contractor.

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

**Density Lot:**  $T_D \times \text{Unit Price} = \text{Est. (D)}$

Where: Unit Price = Contract unit price per ton per type of mixture

$T_*$  = Total tons of each adjustment calculated in Article 4.06.04

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

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

**3. Transitions for Roadway Surface:** The installation of permanent transitions shall be paid under the appropriate item used in the formation of the transition. The quantity of material used for the installation of temporary transitions shall be paid under the appropriate pay item used in the formation of the transition. The installation and removal of a bond breaker, and the removal and disposal of any temporary transition formed by milling or with bituminous concrete pavement is included in the general cost of the work.

**4.** The cutting of bituminous concrete pavement will be paid in accordance with Article 2.02.05.

**5.** Material for tack coat will be paid for at the Contract unit price per gallon at 60°F for "Material for Tack Coat".

**6.** The Material Transfer Vehicle (MTV) will be paid at the Contract unit price per ton for a "Material Transfer Vehicle".

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

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

## **SECTION 6.03 - STRUCTURAL STEEL**

Section 6.03 is amended as follows:

### **6.03.03—Construction Methods: Revise Subarticle 4(f) “High Strength Bolted Connections” as follows:**

*Replace the first paragraph and Table A: "Minimum Bolt Tension in kips" with the following:*

" The assembly of structural connections using high-strength bolts shall be installed so as to develop the minimum required bolt tension specified in Table A. The Manufacturer’s certified test report; including the rotational capacity test results must accompany the fastener assemblies. Fastener Assemblies delivered without the certified reports will be rejected.

**Table A: Minimum Bolt Tension in kips\***

<b><u>Bolt Diameter (Inches)</u></b>	<b><u>ASTM F3125 Grade A325</u></b>	<b><u>ASTM F3125 Grade A490</u></b>
5/8	19	24
3/4	28	35
7/8	39	49
1	51	64
1 1/8	64	80
1 1/4	81	102
1 3/8	97	121
1 1/2	118	148

\*Equal to 70% of specified minimum tensile strength of bolts (as specified in ASTM Specifications for tests of full-size F3125 Grade A 325 and F3125 Grade A 490 bolts with UNC threads, loaded in axial tension) rounded to the nearest kip.

*Revise the last sentence of the sixteenth paragraph, "Rotational-Capacity Tests" as follows:*

" When performed in the field, the procedure shall meet the requirements of ASTM F3125 Annex A2."

*In Table C, insert the word "Grade" in the third row before every occurrence of "A325" and "A490."*



**SECTION 9.49 – FURNISHING, PLANTING AND MULCHING TREES, SHRUBS, VINES AND GROUND COVER PLANTS**

*Amend this section as follows:*

**Article 9.49.03 – Construction Methods:** *After the second sentence, add the following:*

All work in Section 9.49 shall be performed under the direct supervision of the Landscape Designer or Landscape Architect. Herbicides and pesticides shall only be applied by those individuals who possess a current Connecticut Commercial Operator Certificate, and any company applying herbicides or pesticides on State property shall be registered with the Connecticut Department of Environmental Protection.

Additionally, all work under Section 9.49 shall be performed in accordance with the latest edition of the American National Standards Institute (ANSI) “American National Standard for Tree Care Operations,” ANSI A300 (Part 6).

**7 – Setting Plants:** *After the second sentence, add the following:*

No plant will be accepted if it is installed with the bottom of the trunk flare below the finished soil grade.

**10 - Watering:** *After the first sentence, add the following:*

Watering shall occur as deemed necessary by the Contractor and must occur when directed by the Engineer or Landscape Designer.

**15 - Establishment Period:** *Delete the entire subarticle, and replace with the following:*

Acceptance of all work under Section 9.49 for full payment in accordance with Article 9.49.05 shall be conditional on the successful completion of a 2-Year Establishment Period, as determined by the Engineer. The 2-Year Establishment Period shall consist of a period of two full calendar years that will begin only after all plant materials specified in the contract have been planted and all initial planting operations have been accepted.

For the duration of this plant Establishment Period, the Contractor shall use all currently accepted horticultural practices necessary to keep all plant material installed in a healthy, vigorous growing condition and ensure their successful long-term establishment, as directed by the Engineer or Landscape Designer. During this entire period, the Contractor shall water, cultivate and prune the plants as needed or directed. He shall also repair, replace or readjust guy wires, stakes, posts and flagging, reshape plant saucers, repair washouts and gullies, replace lost wood chip mulch, and keep all planting sites free from weeds as may be required as needed or ordered by the Engineer or Landscape Designer.

All dead, dying or rejected plant material shall be promptly removed from the project during the Establishment Period. All removed plants shall be replaced by the Contractor in kind, quantity and size as originally specified in the contract with live, healthy specimens selected and planted in accordance with these specifications during the specified planting season. Replacement plant material and installation methods shall comply with all the requirements specified for the original material.

A 1-Year Inspection of all plant material will be conducted at the end of the first calendar year of the Establishment Period. A 2-Year Inspection of all plant material will be conducted at the end of the Establishment Period, 2 full calendar years after all plant materials specified in the contract have been planted.

At both the 1-Year and 2-Year Inspections, which will include the Contractor, the Engineer and the Landscape Designer, the acceptability of the plant establishment throughout the Project site will be determined. At both Inspections, an inventory of losses and rejected materials will be made, and necessary corrective and clean up measures will be determined. All dead, dying, or rejected plant material, as determined by the Engineer, shall be promptly removed from the project. All removed plants shall be replaced by the Contractor in kind, quantity and size as originally specified in the contract with live, healthy specimens selected and planted in accordance with these specifications during the specified planting season. Replacement plant material and installation methods shall comply with all the requirements specified for the original material.

After the Contractor has completed all required corrective measures identified at the 2-Year Inspection, the Engineer or Landscape Designer will inspect the plant establishment for final acceptance.

A final Project inspection will be held in accordance with Article 1.08.12. Any further work to be done shall be in accordance with Article 1.08.13 before the Project will be accepted.

**Article 9.49.05 – Basis of Payment:**

**1 - Planting:** *Delete the entire subarticle and replace with the following:*

Payment for this work will be made at a percentage of the contract unit price each for the kind and size of plant and method of planting, as applicable, in accordance with the following schedule:

**(a) Initial Payment:** Payment up to but not exceeding 85% of the contract unit price for each plant will be made for plant material satisfactorily furnished and planted, complete and in place, and accepted by the Engineer.

**(b) Payment for Successful Completion of Year 1 of Establishment Period:** Payment up to but not exceeding 7.5% of the sum of the Contract amounts for all work performed under

Section 9.49 will be made at the end of the first calendar year of the Establishment Period if the requirements of Section 9.49 have been generally and continuously been met in a manner acceptable to the Engineer on the entire Project site throughout this period. These requirements include: the continuous care, protection and watering of the plants and the prompt removal and in-kind replacement of all dead and unsatisfactory plant materials. No payment will be made if the first year of the Establishment Period was unacceptable due to noncompliance with any of these requirements.

**(c) Payment for Successful Completion of Year 2 of Establishment Period:** Payment up to but not exceeding 7.5% of the sum of the Contract amounts for all work performed under Section 9.49 will be made at the end of the second calendar year of the Establishment Period if the requirements of Section 9.49 have been generally and continuously been met in a manner acceptable to the Engineer on the entire Project site throughout this period. These requirements include: the continuous care, protection and watering of the plants and the prompt removal and in-kind replacement of all dead and unsatisfactory plant materials. No payment will be made if the second year of the Establishment Period was unacceptable due to noncompliance with any of these requirements.

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

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

### **M.04.01—Bituminous Concrete Materials and Facilities**

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

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

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

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

#### **1. Coarse Aggregate:**

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

#### **2. Fine Aggregate:**

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

#### **3. Mineral Filler:**

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

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

##### **a. General:**

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

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

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

b. Basis of Approval:

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

c. Standard Performance Grade (PG) Binder:

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

ii. The standard asphalt binder grade shall be PG 64S-22.

d. Modified Performance Grade (PG) Binder:

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

e. Warm Mix Additive or Technology:

i. The warm mix additive or technology must be listed on the North East Asphalt User Producer Group (NEAUPG) Qualified Warm Mix Asphalt (WMA) Technologies List at the time of bid, which may be accessed online at <http://www.neaupg.uconn.edu>.

ii. The warm mix additive shall be blended with the asphalt binder in accordance with the manufacturer's recommendations.

iii. The blended binder shall meet the requirements of AASHTO M 332 and shall be graded or verified in accordance with AASHTO R 29 for the specified binder grade. The Contractor shall submit a Certified Test Report showing the results of the testing

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

## 5. Emulsified Asphalts:

### a. General:

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

### b. Basis of Approval

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

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

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

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

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

<b>CRCG Grading Requirements</b>	
<u>Sieve Size</u>	<u>Percent Passing</u>
3/8-inch	100
No. 4	35-100
No. 200	0.0-10.0

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

**8. Joint Seal Material:**

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

**9. Recycled Asphalt Shingles (RAS)**

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

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

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

**10. Plant Requirements:**

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

<u>Type of silo cylinder</u>	<u>Maximum storage time for all classes (hr)</u>	
	HMA	WMA/PMA
Open Surge	4	Mfg Recommendations*
Unheated – Non-insulated	8	Mfg Recommendations*
Unheated – Insulated	18	Mfg Recommendations*
Heated – No inert gas	TBD by the Engineer	

\*Not to exceed HMA limits



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

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

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

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

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

Each Aggregate Component	±1.5% of individual or cumulative target weight for each bin
Mineral Filler	±0.5% of the total batch
Bituminous Material	±0.1% of the total batch
Zero Return (Aggregate)	±0.5% of the total batch
Zero Return (Bituminous Material)	±0.1% of the total batch

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

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

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

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

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

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

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

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

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

**1. Curb Mix:**

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

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

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

<b>Notes:</b> (a) Compaction Parameter 50gyration N <sub>des</sub> . (b) The percent passing the #200 sieve shall not exceed the percentage of bituminous asphalt binder.		
Mix	Curb Mix	Production Tolerances from JMF target
Grade of PG Binder content %	PG 64S-22 6.5 - 9.0	0.4
Sieve Size		
# 200	3.0 – 8.0 (b)	2.0
# 50	10 - 30	4
# 30	20 - 40	5
# 8	40 - 70	6
# 4	65 - 87	7
¼"		
3/8 "	95 - 100	8
½ "	100	8
¾"		8
1"		
2"		
Additionally, the fraction of material retained between any two consecutive sieves shall not be less than 4%		
Mixture Temperature		
Binder	325°F maximum	
Aggregate	280-350° F	
Mixtures	265-325° F	
Mixture Properties		
Air Voids (VA) %	0 – 4.0 (a)	

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

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

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

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

i. Superpave Mixtures with RAP: RAP may be used with the following conditions:

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

ii. Superpave Mixtures with RAS: RAS may be used solely in HMA S1 mixtures with the following conditions:

- RAS amounts up to 3% may be used.
- RAS total binder replacement up to 15% may be used with no binder grade modification.
- RAS total binder replacement up to 20% may be used provided a new JMF is approved by the Engineer. The JMF submittal shall include the grade of virgin binder added. The JMF shall be accompanied by a blending chart and supporting test results in accordance to AASHTO M 323 appendix X1 or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.

- Superpave Mixtures with RAS shall meet AASHTO PP 78 design considerations. The RAS asphalt binder availability factor (F) used in AASHTO PP 78 shall be 0.85.

iii. Superpave Mixtures with CRCG: CRCG may be used solely in HMA S1 mixtures. One percent of hydrated lime, or other accepted non-stripping agent, shall be added to all mixtures containing CRCG. CRCG material shall not be used with any other recycling option.

b. Basis of Approval: The following information must be included with the JMF submittal:

- Gradation, consensus properties and specific gravities of the aggregate, RAP or RAS.
- Average asphalt content of the RAP or RAS by AASHTO T 164.
- Source of RAP or RAS, and percentage to be used.
- Warm mix Technology, manufacturer's recommended additive rate and tolerances and manufacturer recommended mixing and compaction temperatures.
- TSR test report and anti-strip manufacturer and recommended dosage rate if applicable.
- Mixing and compaction temperature ranges for the mix with and without the warm-mix technology incorporated.
- JMF ignition oven correction factor by AASHTO T 308.

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

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

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

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

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

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

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

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

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

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

Mix status is defined as:

“A” – Approved:

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

“PPT” – Pre-Production Trial:

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

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

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

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

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

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

Witnessing or verifying by the Department of compliant test results will change the mix’s status to an “A”.

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

"U" – Not Approved:

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

**TABLE M.04.02– 2: Superpave Mixture Design Criteria**

<i>Notes:</i> <sup>(1)</sup> For all mixtures using a WMA technology, the mix temperature shall meet PG binder and WMA manufacturer's recommendations.								
Sieve	S0.25		S0.375		S0.5		S1	
	CONTROL POINTS		CONTROL POINTS		CONTROL POINTS		CONTROL POINTS	
inches	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)
2.0	-	-	-	-	-	-	-	-
1.5	-	-	-	-	-	-	100	-
1.0	-	-	-	-	-	-	90	100
3/4	-	-	-	-	100	-	-	90
1/2	100	-	100	-	90	100	-	-
3/8	97	100	90	100	-	90	-	-
#4	75	90	-	75	-	-	-	-
#8	32	67	32	67	28	58	19	45
#16	-	-	-	-	-	-	-	-
#30	-	-	-	-	-	-	-	-
#50	-	-	-	-	-	-	-	-
#100	-	-	-	-	-	-	-	-
#200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0
VMA (%)	16.5 ± 1		16.0 ± 1		15.0 ± 1		13.0 ± 1	
VA (%)	4.0 ± 1		4.0 ± 1		4.0 ± 1		4.0 ± 1	
Gse	JMF value		JMF value		JMF value		JMF value	
Gmm	JMF ± 0.030		JMF ± 0.030		JMF ± 0.030		JMF ± 0.030	
Dust / binder	0.6 – 1.2		0.6 – 1.2		0.6 – 1.2		0.6 – 1.2	
Mix Temp <sup>(1)</sup>	265 – 325°F		265 – 325°F		265 – 325°F		265 – 325°F	
TSR	≥ 80%		≥ 80%		≥ 80%		≥ 80%	
T-283 Stripping	Minimal, as determined by the Engineer							



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

Notes: (1) 95/90 denotes that a minimum of 95% of the coarse aggregate, by mass, shall have one fractured face and that a minimum of 90% shall have two fractured faces.. (2) Criteria presented as maximum Percent by mass of flat and elongated particles of materials retained on the #4 sieve, determined at 5:1 ratio.					
Traffic Level	Design ESALs (80 kN), Millions	Coarse Aggregate Angularity <sup>(1)</sup> ASTM D 5821, Minimum %	Fine Aggregate Angularity AASHTO T 304, Method A Minimum %	Flat and Elongated Particles <sup>(2)</sup> ASTM D 4791, Maximum %	Sand Equivalent AASHTO T 176, Minimum %
1	< 0.3	55/- -	40	10	40
2	0.3 to < 3.0	75/- -	40	10	40
3	≥ 3.0	95/90	45	10	45

**TABLE M.04.02– 4: Superpave Traffic Levels and Design Volumetric Properties**

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

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

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

**M.04.03— Production Requirements:**

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

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

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

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

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

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

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

## **2. Acceptance Requirements:**

### **i. General:**

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Determination of Off-Test Status:

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

b. JMF revisions

- i. If a test indicates that the bitumen content or gradation are outside the tolerances, the Contractor may make a single JMF revision as allowed by the Engineer prior to any additional testing. Consecutive test results outside the requirements of Table M.04.02-1 JMF tolerances may result in rejection of the mixture.
- ii. Any modification to the JMF shall not exceed 50% of the JMF tolerances indicated in Table M.04.02-1 for any given component of the mixture without approval of the Engineer. When such an adjustment is made to the bitumen, the corresponding production percentage of bitumen shall be revised accordingly.

**iii. Superpave Mix Acceptance:**

a. Sampling and Testing Procedures

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

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

Production Sub Lot:

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

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

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

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

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

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

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

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

The payment adjustment will be calculated as described in 4.06.

**TABLE M.04.03 – 2:  
Superpave Acceptance Testing Frequency per Type/Level/Plant for Non-PWL lots**

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

The following test procedures shall be used for acceptance:

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

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

**Notes:** <sup>(1)</sup> One set equals two six-inch molds. Molds to be compacted to N<sub>max</sub> for PPTs and to N<sub>des</sub> for production testing. The first subplot of the year will be compacted to N<sub>max</sub>

<sup>(2)</sup> Average value of one set of six-inch molds.

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

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

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

b. Determination of Off-Test Status:

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

c. Cessation of Supply for Superpave Mixtures in non-PWL lots:

A mixture shall not be used on Department’s projects when it is “off test” for:

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

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

d. JMF revisions:

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

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

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

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



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

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

Sieve	S0.25		S0.375		S0.5		S1		Tolerances
	CONTROL POINTS		CONTROL POINTS		CONTROL POINTS		CONTROL POINTS		From JMF Targets (2)
	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	±Tol
1.5	-	-	-	-	-	-	100	-	
1.0	-	-	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
#4	75	90	-	75	-	-	-	-	
#8	32	67	32	67	28	58	19	45	
#16	-	-	-	-	-	-	-	-	
#200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0	
Pb	JMF value		JMF value		JMF value		JMF value		0.3 <sup>(5)</sup>
VMA (%)	16.5		16.0		15.0		13.0		1.0 <sup>(6)</sup>
VA (%)	4.0		4.0		4.0		4.0		1.0 <sup>(7)</sup>
Gmm	JMF value		JMF value		JMF value		JMF value		0.030
Agg. Temp <sup>(3)</sup>	280 – 350F		280 – 350F		280 – 350F		280 – 350F		
Mix Temp <sup>(4)</sup>	265 – 325 F <sup>(1)</sup>		265 – 325 F <sup>(1)</sup>		265 – 325 F <sup>(1)</sup>		265 – 325 F <sup>(1)</sup>		
Prod. TSR	N/A		N/A		≥80%		N/A		
T-283 Stripping	N/A		N/A		Minimal as determined by the Engineer		N/A		

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

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

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

AASHTO Standard Method of Test	
Reference	Modification
<b>T 30</b>	Section 7.2 thru 7.4 Samples are not routinely washed for production testing
<b>T 168</b>	<p>Samples are taken at one point in the pile. Samples from a hauling vehicle are taken from only one point instead of three as specified.</p> <p>Selection of Samples: Sampling is equally important as the testing, and the sampler shall use every precaution to obtain samples that are truly representative of the bituminous mixture.</p> <p>Box Samples: In order to enhance the rate of processing samples taken in the field by construction or maintenance personnel the samples will be tested in the order received and data processed to be determine conformance to material specifications and to prioritize inspections by laboratory personnel.</p>
<b>T 195</b>	Section 4.3 only one truck load of mixture is sampled. Samples are taken from opposite sides of the load.
<b>T 209</b>	<p>Section 7.2 The average of two bowls is used proportionally in order to satisfy minimum mass requirements.</p> <p>8.3 Omit Pycnometer method.</p>
<b>T 283</b>	When foaming technology is used, the material used for the fabrication of the specimens shall be cooled to room temperature, and then reheated to the manufactures recommended compaction temperature prior to fabrication of the specimens.

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

## **SECTION M.06 - METALS**

Section M.06 is amended as follows:

### **M.06.01—Reinforcing Steel:**

*Delete the entire last paragraph in Subarticle 1 "Bar Reinforcement" that reads: "Prior to the incorporation... ..and type of bar reinforcement."*

### **M.06.02—Structural Steel:**

*Revise Subarticle 2 "Anchor Bolts" as follows:*

"(a) Anchor bolt assemblies shall meet the requirements of ASTM F1554, and the grade shall be as specified on the plans. All components of the bolt assembly shall be galvanized in accordance with ASTM F2329."

*Replace Subarticle 3 "High Strength Bolts" with the following:*

" **3. High-Strength Bolts:** High-strength bolts, including suitable nuts and hardened washers, shall meet the following requirements:

- (a) High-strength bolts shall meet the requirements of ASTM F3125 Grade A325 or ASTM F3125 Grade A490 as shown on the plans. High-strength bolts used with coated steel shall be mechanically galvanized, unless otherwise specified. High-strength bolts used with uncoated weathering grades of steel shall be Type 3.

Nuts for ASTM F3125 Grade A325 bolts shall meet the requirements of ASTM A563, Grades DH, DH3, C, C3 and D. Where galvanized high-strength bolts are used, the nuts shall be galvanized, heat-treated Grade DH. Where Type 3 high-strength bolts are used, the nuts shall be Grade C3 or DH3.

Nuts for ASTM F3125 Grade A490 bolts shall meet the requirements of ASTM A563, Grade DH. Where Type 3 high-strength bolts are used, the nuts shall be Grade DH3.

All galvanized nuts shall be lubricated with a lubricant containing a visible dye of any color that contrasts with the color of the galvanizing. Black bolts must be oily to the touch when delivered and installed.

Circular flat and square or rectangular beveled, hardened steel washers shall meet the requirements of ASTM F436. Unless otherwise specified, galvanized washers shall be furnished when galvanized high-strength bolts are specified, and washers with atmospheric corrosion resistance and weathering characteristics shall be furnished when

Type 3 high-strength bolts are specified.

Compressible-washer-type direct tension indicator washers, used in conjunction with high-strength bolts, shall meet the requirements of ASTM F959. Where galvanized high-strength bolts are used, the washers shall be galvanized in accordance with ASTM B695, Class 55. Where Type 3 high-strength bolts are used, the washers shall be galvanized in accordance with ASTM B695, Class 55 and coated with epoxy.

- (b) Identifying Marks:** ASTM F3125 Grade A325 for bolts and the specifications referenced therein for nuts require that bolts and nuts manufactured to the specification be identified by specific markings on the top of the bolt head and on one face of the nut. Markings may be raised or depressed at the manufacturer's option and shall be visible after coating if coating is required. Head markings must identify the grade by the symbol "A325," the manufacturer and the type, if Type 3. Nut markings must identify the grade, the manufacturer and if Type 3, the type. Markings on direct tension indicators must identify the manufacturer and Type "A325." Other washer markings must identify the manufacturer and if Type 3, the type.

ASTM F3125 Grade A490 for bolts and the specifications referenced therein for nuts require that bolts and nuts manufactured to the specifications be identified by specific markings on the top of the bolt head and on one face of the nut. Markings may be raised or depressed at the manufacturer's option and shall be visible after coating if coating is required. Head markings must identify the grade by the symbol "A490," the manufacturer and the type, if Type 3. Nut markings must identify the grade, the manufacturer and if Type 3, the type. Markings on direct tension indicators must identify the manufacturer and Type "A490." Other washer markings must identify the manufacturer and if Type 3, the type.

ASTM F3125 Grade A325 and ASTM F3125 Grade A490 bolt lengths up to 4 times the diameter which are fully threaded but which are not required to be fully threaded by the relevant ASME standard shall be marked with a "T" immediately after the grade designation, for example "A325T." Bolts with any other non-standard dimensions, including thread length, shall be marked with an "S" immediately after the grade designation, for example "A325S." All other markings, if used, such as a private label distributor's mark shall also be separate and distinct.

- (c) Dimensions:** Bolt and nut dimensions shall meet the requirements for Heavy Hexagon Structural Bolts and for Heavy Semi-Finished Hexagon Nuts given in ASME Standard B18.2.6.
- (d) Galvanized Bolts:** Galvanized bolts shall meet the requirements of ASTM F3125 Grade A325, Type 1. The bolts shall be hot-dip galvanized in accordance with ASTM F2329, to a thickness of 50  $\mu\text{m}$  or mechanically galvanized in accordance with ASTM B695, Class 55. Bolts, nuts, and washers of any assembly shall be galvanized by the same process. The nuts shall be overtapped to the minimum amount required for the fastener assembly,

and shall be lubricated with a lubricant containing a visible dye so a visual check can be made for the lubricant at the time of field installation. Galvanized bolts shall be tension tested after galvanizing. ASTM F3125 Grade A490 bolts shall be uncoated or shall be coated in accordance with either ASTM F1136 Grade 3 or ASTM F2833 Grade 1.

- (e) **Test Requirements:** The maximum hardness of ASTM F3125 Grade A325 bolts shall be 34 HRC. The maximum hardness of ASTM F3125 Grade A490 bolts shall be 38 HRC. Plain, ungalvanized nuts shall have a minimum hardness of 89 HRB.

Proof load tests, in accordance with the requirements of ASTM F606 Method 1, shall be required for the bolts. Wedge tests of full-size bolts are required in accordance with Section 10.1 of ASTM F3125. Galvanized bolts shall be wedge tested after galvanizing. Proof load tests of ASTM A563 are required for nuts. Proof load tests for nuts used with galvanized bolts shall be performed after galvanizing, overtapping and lubricating.

Rotational-capacity tests are required and shall be performed on all plain or galvanized (after galvanizing) bolt, nut and washer assemblies by the manufacturer or distributor prior to shipping and by the Contractor at the Site.

The thickness of galvanizing on bolts, nuts and washers shall be measured. On bolts, it shall be measured on the wrench flats or on top of the bolt head, and on nuts it shall be measured on the wrench flats.

- (f) **Certified Test Reports and Materials Certificates:** The Contractor shall submit notarized copies of Certified Test Reports and Materials Certificates in accordance with Article 1.06.07 for fastener assemblies. In addition the Certified Test Reports and Materials Certificates shall include the following:

1. Mill test reports shall indicate the place where the material was melted and manufactured.
2. Test reports for proof load tests, wedge tests, and rotational-capacity tests shall indicate where the tests were performed, date of tests, location of where the components were manufactured and lot numbers.
3. The test report for galvanized components shall indicate the thickness of the galvanizing.

- (g) **Material Samples:** Prior to incorporation into the work, the Contractor shall submit samples of the bolt assemblies to the Engineer for testing in accordance with the latest edition of the "[Materials Testing Manual](#) (Chapter 8, Minimum Schedule for Acceptance Testing)." Samples shall be submitted for each diameter, length, material designation, grade, coating and manufacturer of bolt assembly."

**M.06.03—Galvanizing:**

*Replace the entire subarticle with the following:*

" **M.06.03—Galvanizing:** Unless otherwise specified on the plans or in the special provisions, the zinc coating on all iron and steel materials, other than wire, shall meet the requirements of ASTM A123, A153 or F2329, whichever shall apply.

When mechanical galvanizing is used it shall meet the requirements of ASTM B695 Class 55."

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

### **Description**

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

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

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

### **Funding**

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

### **Minorities and Women**

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

### **Assigning Training Goals**

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



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

The dollar thresholds for training assignments are as follows:

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

### **Training Classifications**

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

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

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

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

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

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

## **Records and Reports**

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

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

## **Trainee Interviews**

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

## **Trainee Wages**

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

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

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

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

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

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

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

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

### **Measurement and Payment**

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

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

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

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

[www.ct.gov/dot](http://www.ct.gov/dot)

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

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

**January 2013**

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

A. *CTDOT* means the Connecticut Department of Transportation.

B. *USDOT* means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (“FHWA”), the Federal Transit Administration (“FTA”), and the Federal Aviation Administration (“FAA”).

C. *Broker* means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. *Contract, Agreement or Subcontract* means a legally binding relationship obligating a seller to furnish supplies or services (including but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. *Contractor* means a consultant, second party or any other entity under Contract to do business with CTDOT or, as the context may require, with another Contractor.

F. *Disadvantaged Business Enterprise (“DBE”)* means a for profit small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
3. Certified by CTDOT under Title 49 of the Code of Federal Regulations, Part 26, (Title 49 CFR Part 23 of the Code of Federal Regulations for Participation of Disadvantaged Business Enterprise in Airport Concessions)

G. *USDOT-assisted Contract* means any Contract between CTDOT and a Contractor (at any tier) funded in whole or in part with USDOT financial assistance.

H. *Good Faith Efforts (“GFE”)* means all necessary and reasonable steps to achieve a DBE goal or other requirement which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

I. *Small Business Concern* means, with respect to firms seeking to participate as DBEs in USDOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (“SBA”) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts in 49 CFR Part 26, Section 26.65(b).

J. *Socially and Economically Disadvantaged Individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

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

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

## **II. ADMINISTRATIVE REQUIREMENTS**

### **A. General Requirements**

A DBE goal percentage equaling **thirteen percent (13%)** 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/manufacture 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/manufacture 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 #0020903A – LEAD COMPLIANCE FOR MISCELLANEOUS EXTERIOR TASKS**

### **Description:**

Work under this item shall include the special handling measures and work practices required for miscellaneous exterior tasks that impact materials containing or covered by lead paint. Lead paint includes paint found to contain **any** detectable amount of lead by Atomic Absorption Spectrophotometry (AAS) or X-Ray Fluorescence (XRF). Examples of typical miscellaneous exterior tasks includes; work impacting signs, guiderails, minor bridge rehabilitation, catenary structures, canopy structures, spot/localized paint removal, etc.

All activities shall be performed in accordance with the OSHA Lead in Construction Regulations (29 CFR 1926.62), the USEPA RCRA Hazardous Waste Regulations (40 CFR Parts 260 through 274), and the CTDEEP Hazardous Waste Regulations (RCSA 22a-209-1 and 22a-449(c)).

All activities shall be performed by individuals with appropriate levels of OSHA lead awareness and hazard communication training and shall supervised by the Contractors Competent Person on the job site at all times. The Contractors Competent Person is one who is capable of identifying existing and predictable 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.

Deviations from these Specifications require the written approval of the Engineer.

### **Materials:**

All materials shall be delivered to the job site in the original packages, containers, or bundles bearing the name of the manufacturer, the brand name and product technical description, with MSDS sheets as applicable.

No damaged or deteriorating materials shall be used. If material becomes contaminated with lead, the material shall be decontaminated or disposed of as lead-containing waste material. The cost to decontaminate and dispose of this material shall be at the expense of the Contractor.

The following material requirements are to be met if to be used during the work:

Fire retardant polyethylene sheet shall be in roll size to minimize the frequency of joints, with factory label indicating minimum six (6) mil thickness.

Polyethylene disposable bags shall be minimum six (6) mils thick.



Tape (or equivalent) product capable of sealing joints in adjacent polyethylene sheets and for the attachment of polyethylene sheets to finished or unfinished surfaces must be capable of adhering under both dry and wet conditions.

Cleaning Agents and detergent shall be lead specific, such as TriSodium Phosphate (TSP).

Chemical strippers and chemical neutralizers shall be compatible with the substrate as well as with each other. Such chemical stripper shall contain less than 50% Volatile Organic Compounds (VOCs) by weight in accordance with RCSA 22a-174-40 Table 40-1.

Labels and warning signs shall conform to 29 CFR 1926.62, 40 CFR 260 through 274 and 49 CFR 172 as appropriate.

Air filtration devices and vacuum units shall be equipped with High-Efficiency Particulate Air (HEPA) filters.

### **Construction Methods:**

#### **(1) Pre-Abatement Submittals and Notices**

A. Prior to the start of **any** work on a contiguous per site basis that will generate hazardous lead waste above conditionally exempt small quantities (greater than 100 kg/month or greater than 1000 kg at any time), the Contractor shall obtain from the Engineer on a contiguous per site basis a temporary EPA Hazardous Waste Generators ID number, unless otherwise directed by the Engineer.

B. Fifteen (15) working days prior to beginning work that impacts lead paint, the Contractor shall submit the following to the Engineer:

1. 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.
2. Copies of all employee certificates, dated within the previous twelve (12) months, relating to OSHA lead awareness and hazard communication training and training in the use of lead-safe work practices. SSPC training programs may be accepted as meeting these requirements if it can be demonstrated that such training addressed all required topics.

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

3. Name and qualifications of Contractor's OSHA Competent Person under 29 CFR 1926.62.
4. Documentation from the Contractor, typed on company letterhead and signed by the Contractor, certifying that all employees listed therein have received the following:
  - a. medical monitoring within the previous twelve (12) months, as required in 29 CFR 1926.62;
  - b. biological monitoring within the previous six (6) months, as required in 29 CFR 1926.62;
  - c. respirator fit testing within the previous twelve (12) months, as required in 29 CFR 1910.134 (for those who don a tight-fitting face piece respirator)

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

5. Names of the proposed non-hazardous construction and demolition (C&D) lead debris bulky waste disposal facility (CTDEEP-permitted Solid Waste landfill).
6. Names of the proposed scrap metal recycling facilities. The Contractor shall submit to the Engineer all documentation necessary to demonstrate the selected facility is able to accept lead-painted scrap metal.
7. Names of the proposed hazardous waste disposal facility (selected from the Department approved list provided herein), and copies of each facilities acceptance criteria and sampling frequency requirements.
8. Copies of the 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 of Connecticut and the waste destination State.
9. Negative exposure assessments conducted within the previous 12 months documenting that employee exposure to lead for each task is below the OSHA Action Level of  $30 \mu\text{g}/\text{m}^3$ . If a negative exposure assessment has not been conducted, the Contractor shall submit its air monitoring program for the work tasks as part of the Work Plan. Until a negative exposure assessment is developed for each task impacting lead paint, the 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 shall commence until all required submittals have been received and found acceptable to the Engineer. Those employees added to the Contractor's original list will be

allowed to perform work only upon submittal of acceptable documentation to, and review by, the Engineer.

Contractor shall provide the Engineer with a minimum of 48 hours notice in advance of scheduling, changing or canceling work activities.

## **(2) Lead Abatement Provisions**

### **A. General Requirements:**

All employees of the Contractor who perform work impacting lead paint shall be properly trained to perform such duties. In addition, the Contractor shall instruct all workers in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.

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 and codes, and these Specifications.

Prior to beginning work, the Engineer and Contractor shall perform a visual survey of each work area and review conditions.

As necessary, the Contractor shall:

Shut down and lock out electrical power, including all receptacles and light fixtures, where feasible. The use or isolation of electrical power will be coordinated with all other ongoing uses of electrical power at the site.

If adequate electrical supply is not available at the site, the Contractor shall supply temporary power. Such temporary power shall be sufficient to provide adequate lighting and power the Contractor's equipment. The Contractor is responsible for proper connection and installation of electrical wiring and shall ensure safe installation of electrical equipment in compliance with applicable electrical codes and OSHA requirements.

If water is not available at the site for the Contractor's use, the Contractor shall supply sufficient water for each shift to operate the wash facility/decontamination shower units in addition to the water needed at the work area.

The Engineer may provide a Project Monitor to monitor compliance of the Contractor and protect the interests of the Department. In such cases, no activity impacting lead paint shall be performed until the Project Monitor is on-site. Where no Project Monitor will be provided, Contractor shall proceed at the direction of the Engineer. Environmental sampling, including ambient air sampling, TCLP waste stream sampling, and dust wipe sampling, will be conducted by the State as it deems necessary throughout the project. Air monitoring to comply with the Contractor's obligations under OSHA remains solely responsibility of the Contractor.

If at any time, procedures for engineering, work practice, administrative controls or other topics are anticipated to deviate from those documented in the submitted and accepted Lead Work Plan, the Contractor shall submit a modification of its existing plan for review and acceptance by the Engineer prior to implementing the change.

If air samples collected outside of the Regulated Area during activities impacting lead paint indicate airborne lead concentrations greater than original background levels or 30 ug/m<sup>3</sup>, whichever is larger, or if at any time visible emissions of lead paint extend out from the Regulated Area, an examination of the Regulated Area shall be conducted and the cause of such emissions corrected. Cleanup of surfaces outside the Regulated Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming work.

Work outside the initial designated area(s) will not be paid for by the Engineer. The Contractor will be responsible for all costs incurred from these activities including repair of any damage.

#### B. Regulated Area

The Contractor shall establish a Regulated Area through the use of appropriate barrier tape or other means to control unauthorized access into the area where activities impacting lead paint are occurring. Warning signs meeting the requirements of 29 CFR 1926.62 shall be posted at all approaches to Regulated Areas. These signs shall read:

WARNING  
LEAD WORK AREA  
POISON  
NO SMOKING OR EATING

The Contractor shall implement appropriate engineering controls such as poly drop cloths, local exhaust ventilation, wet dust suppression methods, etc. as necessary, and as approved by the Engineer, to prevent the spread of lead contamination beyond the Regulated Area in accordance with the Contractor's approved work plan. Should the previously submitted work plan prove to be insufficient to contain the contamination, the Contractor shall modify its plan and submit it for review by the Engineer.

#### C. Wash Facilities:

The Contractor shall provide handwash facilities in compliance with 29 CFR 1926.51(f) and 29 CFR 1926.62 regardless of airborne lead exposure.

If employee exposure to airborne lead exceeds the OSHA Permissible Exposure Limit of 50 micrograms per cubic meter (µg/m<sup>3</sup>), shower rooms must be provided. The Shower Room shall be of sufficient capacity to accommodate the number of workers. One shower stall shall be provided for each eight (8) workers. Showers shall be equipped with hot and cold or warm

running water. Shower water shall be collected and filtered using best available technology and disposed of in accordance with all Federal, State and local laws, regulations and ordinances.

#### D. Personal Protection:

The Contractor shall initially determine if any employee performing construction tasks impacting lead paint may be exposed to lead at or above the OSHA Action Level of 30  $\mu\text{g}/\text{m}^3$ . Assessments shall be based on initial air monitoring results as well as other relevant information. The Contractor may rely on historical air monitoring data obtained within the past 12 months under workplace conditions closely resembling the process, type of material, control methods, work practices and environmental conditions used and prevailing in the Contractor's current operations to satisfy the exposure assessment requirements. Monitoring shall continue as specified in the OSHA standard until a negative exposure assessment is developed.

Until a negative exposure assessment is developed for each task impacting lead paint, the Contractor shall ensure that all workers and authorized person entering the Regulated Area wear protective clothing and respirators in accordance with OSHA 29 CFR 1926.62. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings. Sufficient quantities shall be provided to last throughout the duration of the project.

Protective clothing provided by the Contractor and used during chemical removal operations shall be impervious to caustic materials. Gloves provided by the Contractor and used during chemical removal shall be of neoprene composition with glove extenders.

Respiratory protective equipment shall be provided and selection shall conform to 42 CFR Part 84, 29 CFR Part 1910.134, and 29 CFR Part 1926.62. A formal respiratory protection program must be implemented in accordance with 29 CFR Part 1926.62 and Part 1910.134.

#### E. Air Monitoring Requirements

The Contractor shall:

1. Provide air monitoring equipment including sample filter cassettes of the type and quantity required to properly monitor operations and personnel exposure surveillance throughout the duration of the project.
2. Conduct initial exposure monitoring to determine if any employee performing construction tasks impacting lead paint may be exposed to lead at or above the OSHA Action Level of 30 micrograms per cubic meter. Monitoring shall continue as specified in the OSHA standard until a negative exposure assessment is developed.
3. Conduct personnel exposure assessment air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.62. Documentation of air sampling results must be recorded at the

work site within twenty-four (24) hours and shall be available for review until the job is complete.

#### F. Lead Abatement Procedures

The Contractor's Competent Person shall be at the job site at all times during work impacting lead.

Work impacting lead paint shall not begin until authorized by the Engineer, following a pre-work visual inspection by the Project Monitor or Engineer to verify existing conditions.

Any activity impacting lead painted surfaces shall be performed in a manner which minimizes the spread of lead dust contamination and generation of airborne lead.

**The Contractor shall conduct exposure assessments for all tasks which impact lead paint in accordance with 29 CFR 1926.62(d) and shall implement appropriate personal protective equipment until negative exposure assessments are developed.**

**All work impacting the materials identified below shall be conducted within an established Regulated Area with a remote wash facility/decontamination system in accordance with "C. Wash Facilities" and the OSHA Lead in Construction Standard. In accordance with 29 CFR 1926.62, engineering controls and work practices shall be utilized to prevent the spread of lead dust and debris beyond the Regulated Area and limit the generation of airborne lead. All wastes containing lead paint shall be properly contained and secured for storage, transportation and disposal.**

The Contractor shall ensure proper entry and exit procedures for workers and authorized persons who enter and leave the Regulated Area. All workers and authorized persons shall leave the Regulated Area and proceed directly to the wash or shower facilities where they will HEPA vacuum gross debris from work suit, remove and dispose of work suit, wash and dry face and hands, and vacuum clothes. Lead chips and dust must not be removed by blowing or shaking of clothing. Wash water shall be collected, filtered, and disposed of in accordance with Federal, State and local water discharge standards. Any permit required for such discharge shall be the responsibility of the Contractor.

No one shall eat, drink, smoke, chew gum or tobacco, or apply cosmetics while in the Regulated Area.

Data from the limited lead testing performed by the Engineer is documented in the reports listed in the "Notice to Contractor – Hazardous Materials Investigations" or is presented herein. Under no circumstances shall this information be the sole means used by the Contractor for determining the extent of lead painted materials. The Contractor shall be responsible for verification of all field conditions affecting performance of the work as described in these Specifications in accordance with OSHA, USEPA, USDOT and CTDEEP standards. Compliance with the applicable requirements is solely the responsibility of the Contractor.

The following details the extent of each phase of operation designated for this project. Phase areas may be combined or divided at the direction of the Engineer. Proceed through the sequencing of the work phases under the direction of the Engineer.

**Bridge No. 00696, Lake Avenue over the Merritt Parkway (Rte. 15), Greenwich**

- **Lead paint was identified on the painted metal and concrete surfaces of Bridge No. 00696. XRF readings and paint chip analysis showed the paint to be lead based.**
- **Lead plates have also been identified beneath the twelve (12) bearings on Bridge No. 00696.**

<b>Girders, Bearings, Cross Beams, Beam Ends, Decorative Railings/Panels, etc.</b>	<b>Metal</b>	<b>Blue/Orange</b>	<b>9.3-15.1 mg/cm<sup>2</sup></b>
<b>Abutment/Guardrail Supports</b>	<b>Concrete</b>	<b>Tan/White</b>	<b>0.019% by weight</b>

- **TCLP waste stream sampling/analysis of the paint located associated with the metal components characterized the paint waste as RCRA Hazardous waste.**

<b>Paint debris</b>	<b>280 mg/l</b>
---------------------	-----------------

- **TCLP waste stream sampling/analysis of the paint located on the concrete abutments and guardrail supports characterized the paint waste as Non-Hazardous C&D bulky waste.**

<b>Paint debris</b>	<b>ND&lt;0.013 mg/l</b>
---------------------	-------------------------

**While conducting work to the bridge (including the work to remove/clean/reinstall historic decorative steel panels and ornamental railings), where it is necessary to impact the painted metal/steel, concrete surfaces & lead base plates, the Contractor shall either:**

- a. **Remove the paint to be impacted prior to impacting the metal or concrete in accordance with OSHA Lead in Construction Standard 29CFR 1926.62, or**
- b. **Impact the metal or concrete using mechanical means with the paint in place in accordance with OSHA Lead in Construction Standard 29CFR 1926.62.**

**The Contractor shall submit a Work Plan to ConnDOT outlining the exact procedures that will be used to perform the work, contain the spread of lead debris and protect the employees performing the required renovation work impacting the lead paint. No work shall be started by the Contractor until the Work Plan is approved by the Engineer.**

**All work impacting the lead paint materials/lead base plates shall be conducted within an established Regulated Area with a remote wash facility/decontamination system in accordance with “C. Wash Facilities” and the OSHA Lead in Construction Standard. In accordance with 29 CFR 1926.62, engineering controls and work practices shall be utilized to prevent the spread of lead dust and debris beyond the Regulated Area and limit the generation of airborne lead. All wastes containing lead paint shall be properly contained and secured for storage, transportation and disposal.**

**On Bridge No. 00696, the Engineer has previously characterized the projected paint waste stream associated with the metal components as RCRA Hazardous waste. If the paint is removed from the metal, the paint shall be handled and disposed of in accordance with USEPA/CTDEEP Hazardous Waste Regulations as described under this Item 0020903A.**

**On Bridge No. 00696, the Engineer has characterized the paint waste stream associated with the concrete abutments and guardrail supports as Non-Hazardous C&D bulky waste, which shall be disposed of as non-hazardous construction and demolition (C&D) bulky waste at an approved CTDEEP Solid Waste landfill.**

**All lead base plates, steel and metal components generated from the miscellaneous exterior work tasks (painted or not) shall be segregated and recycled as scrap metal. The recycling of scrap metal (regardless of lead paint concentration) is exempt from USEPA RCRA and CTDEEP Hazardous Waste Regulation.**

Should lead contamination be discovered outside of the Regulated Area, the Contractor shall immediately stop all work in the Regulated Area, eliminate causes of such contamination and take steps to decontaminate non-work areas.

Special Requirements:

1. Demolition/Renovation:
  - a. Demolish/renovate in a manner which minimizes the spread of lead contamination and generation of lead dust.
  - b. Implement dust suppression controls, such as misters, local exhaust ventilation, etc. to minimize the generation of airborne lead dust.
  - c. Segregate work areas from non-work areas through the use of barrier tape, drop cloths, etc.
  - d. Clean up immediately after renovation/demolition has been completed
2. Chemical Removal:
  - a. Apply chemical stripper in quantities and for durations specified by manufacturer.
  - b. Where necessary, scrape lead paint from surface down to required level of removal (i.e. stabilized surface, bare substrate with no trace of residual pigment,



etc.). Use sanding, hand scraping, and dental picks to supplement chemical methods as necessary.

- c. Apply neutralizer compatible with substrate and chemical agent to substrate following removal in accordance with manufacturer's instructions.
- d. Protect adjacent surfaces from damage from chemical removal.
- e. Maintain a portable eyewash station in the work area.
- f. Wear respirators that will protect workers from chemical vapors.
- g. Do not apply caustic agents to aluminum surfaces.

3. Mechanical Paint Removal:

- a. Provide sanders, grinders, rotary wire brushes, or needle gun removers equipped with a HEPA filtered vacuum dust collection system. Cowling on the dust collection system for orbital-type tools must be capable of maintaining a continuous tight seal with the surface being abated. Cowling on the dust collection system for reciprocating-type tools shall promote an effective vacuum flow of loosened dust and debris. Inflexible cowlings may be used on flat surfaces only. Flexible contoured cowlings are required for curved or irregular surfaces.
- b. Provide HEPA vacuums that are high performance designed to provide maximum static lift and maximum vacuum system flow at the actual operating vacuum condition with the shroud in use. The HEPA vacuum shall be equipped with a pivoting vacuum head.
- c. Remove lead paint from surface down to required level of removal (i.e. stabilized surface, bare substrate with no trace of residual pigment, etc.). Use chemical methods, hand scraping, and dental picks to supplement abrasive removal methods as necessary.
- d. Protect adjacent surfaces from damage from abrasive removal techniques.
- e. "Sandblasting" type removal techniques shall not be allowed.

4. Component Removal/Replacement:

- a. Wet down components which are to be removed to reduce the amount of dust generated during the removal process.
- b. Remove components utilizing hand tools, and follow appropriate safety procedures during removal. Remove the components by approved methods which will provide the least disturbance to the substrate material. Do not damage adjacent surfaces.
- c. Clean up immediately after component removals have been completed. Remove any dust located behind the component removed.

G. Prohibited Removal Methods:

The use of heat guns in excess of 700 degrees Fahrenheit to remove lead paint is prohibited.

The use of sand, steel grit, air, CO<sub>2</sub>, baking soda, or any other blasting media to remove lead or lead paint without the use of a HEPA ventilated contained negative pressure enclosure is prohibited.

Power/pressure washing shall not be used to remove lead paint.

Compressed air shall not be utilized to remove lead paint.

Chemical strippers containing Methylene Chloride are prohibited. Any chemical stripping may be prohibited on a project by project basis.

Power tool assisted grinding, sanding, cutting, or wire brushing of lead paint without the use of cowled HEPA vacuum dust collection systems is prohibited.

Lead paint burning, busting of rivets painted with lead paint, welding of materials painted with lead paint, and torch cutting of materials painted with lead paint is prohibited. Where cutting, welding, busting, or torch cutting of materials is required, lead paint in the affected area must be removed first.

Chemical stripping of coatings from bridge components is generally prohibited unless specifically allowed on a project by project basis.

#### H. Clean-up and Visual Inspection:

The Contractor shall remove and containerize all lead waste material and visible accumulations of debris, paint chips and associated items.

During clean-up the Contractor shall utilize rags and sponges wetted with lead-specific detergent and water as well as HEPA filtered vacuum equipment.

The Engineer will 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 dust are found in the work area, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean up of the work site.

#### I. Post-Work Regulated Area Deregulation:

Following an acceptable visual inspection, any engineering controls implemented may be removed.

A final visual inspection of the work area shall be conducted by the Competent Person and the Project Monitor or Engineer to ensure that all visible accumulations of suspect materials have

been removed and that no equipment or materials associated with the lead paint removal remain. If this final visual inspection is acceptable, the Contractor will reopen the Regulated Area and remove all signage.

The Contractor shall restore all work areas and auxiliary areas utilized during work to conditions equal to or better than original. Any damage caused during the performance of the work activity shall be repaired by the Contractor at no additional expense to the State.

J. Waste Disposal/Recycling:

Non-metallic building debris waste materials tested and found to be non-hazardous Construction and Demolition (C&D) bulky waste shall be disposed of properly at a CTDEEP approved Solid Waste landfill as described under this Item 0020903A.

Metallic debris shall be segregated and recycled as scrap metal at an approved metal recycling facility.

Concrete, brick, etc. coated with any amount of lead paint cannot be crushed, recycled or buried on-site to minimize waste disposal unless tested and found to meet the RSR GA/Residential standards.

Hazardous lead debris shall be disposed of as described under this Item 0020903A.

The Contractor shall comply with the latest requirements of the USEPA RCRA Hazardous Waste Regulations 40 CFR 260-274 and the DEEP Hazardous/Solid Waste Management Standards 22a-449(c).

**Hazardous lead debris shall be transported from the Project by a licensed hazardous waste transporter approved by the Department and disposed of at an EPA-permitted and Department-approved hazardous waste landfill within 90 days from the date of generation.**

The Contractor must use one or more of the following Department-approved disposal facilities for the disposal of hazardous waste:

Clean Earth of North Jersey, Inc., (CENJ) 115 Jacobus Avenue, South Kearny, NJ 07105 Phone: (973) 344-4004; Fax: (973) 344-8652	Clean Harbors Environmental Services, Inc. 2247 South Highway 71, Kimball, NE 69145 Phone: (308) 235-8212; Fax: (308) 235-4307
Clean Harbors of Braintree, Inc. 1 Hill Avenue, Braintree, MA 02184 Phone: (781) 380-7134; Fax: (781) 380-7193	Cycle Chem (General Chemical Corp.) 217 South First Street, Elizabeth, NJ 07206 Phone: (908) 355-5800; Fax (908) 355-0562
EnviroSafe Corporation Northeast (former Jones Environmental Services (NE), Inc.) 263 Howard Street, Lowell, MA 01852 Phone: (978) 453-7772; Fax: (978) 453-7775	Environmental Quality Detroit, Inc. 1923 Frederick Street, Detroit, MI 48211 Phone: (800) 495-6059; Fax: (313) 923-3375

Republic Environmental Systems 2869 Sandstone Drive, Hatfield, PA 19440 Phone: (215) 822-8995; Fax: (215) 997-1293	Chemical Waste Management of New York 1550 Balmer Rd., Model City, NY 14107 Phone: (800) 843-3604; Fax: (716) 754-0211
Environmental Quality Company: Wayne Disposal Facility 49350 North I-94 Service Drive Belleville, MI 48111 Phone: (800) 592-5489; Fax: (800) 592-5329	Northland Environmental, Inc. (PSC Environmental Systems) 275 Allens Avenue, Providence, RI 02905 Phone: (401) 781-6340; Fax: (401) 781-9710

The apparent low bidder shall submit in writing, within fourteen days after Bid opening, (1) a letter listing the names of the hazardous waste disposal facilities (from the above list) that the bidder, if it is awarded the Contract, will use to receive hazardous material from this Project, and (2) a copy of each facility's acceptance criteria and sampling frequency requirements.

Any other Contractor which the Department may subsequently designate as the apparent low bidder shall make the aforementioned submissions within fourteen (14) days from the date on which the Department notifies the Contractor that it has become the apparent low bidder. If, however, the Department deems it is necessary for such a subsequent-designated Contractor to make said submissions within a shorter period of time, the Contractor shall make those submissions within the time designated by the Department.

**Failure to comply with all of the above requirements may result in the rejection of the bid.**

No facility may be substituted for the one(s) designated in the Contractor's submittal without the Engineer's prior approval. If the material cannot be accepted by any of the Contractor's designated facilities, the Department will supply the Contractor with the name(s) of other acceptable facilities.

**Prior to the generation of any hazardous waste**, the Contractor shall notify the Engineer of its selected hazardous waste transporter and disposal facility. The Contractor must submit to the Engineer (1) the transporter's current US DOT Certificate of Registration and (2) the transporter's current Hazardous Waste Transporter Permits for the State of Connecticut, the hazardous waste destination state and any other applicable states. The Engineer will then obtain on a contiguous per site basis a temporary EPA Generators ID number for the site that he will forward to the Contractor. Any changes in transporter or facility shall be immediately forwarded to the Engineer for review.

Handling, storage, transportation and disposal of hazardous waste materials generated as a result of execution of this project shall comply with all Federal, State and Local regulations including the USEPA RCRA Hazardous Waste Regulations (40 CFR Parts 260-271), the CTDEEP Hazardous Waste Regulations (22a-209 and 22a-449(c)), and the USDOT Hazardous Materials Regulations (49 CFR Part 171-180).

All debris shall be contained and collected daily or more frequently as directed by the Engineer, due to debris buildup. Debris shall be removed by HEPA vacuum collection. Such debris and

paint chips shall be stored in leak-proof storage containers in the secured storage site, or as directed by the Engineer. The storage containers and storage locations shall be reviewed by the Engineer and shall be located in areas not subject to ponding. Storage containers shall be placed on pallets and closed and covered with tarps at all times except during placement, sampling and disposal of the debris.

Hazardous waste materials are to be properly packed and labeled for transport by the Contractor in accordance with EPA, CTDEEP and USDOT regulations. The disposal of debris characterized as hazardous waste shall be completed within 90 calendar days of the date on which it began to be accumulated in the lined containers. Storage of containers shall be in accordance with current DEEP/EPA procedures.

The Contractor shall label hazardous waste storage containers with a 6-inch square, yellow, weatherproof, Hazardous Waste sticker in accordance with USDOT regulations.

Materials other than direct paint related debris which are incidental to the paint removal work activities (tarps, poly, plywood, PPE, gloves, decontamination materials, etc.) which may be contaminated with lead, shall be stored separately from the direct paint debris, and shall be sampled by the Engineer for waste disposal characterization testing. Such materials characterized as hazardous shall be handled/disposed of as described herein, while materials characterized as non-hazardous shall be disposed of as non-hazardous CTDEEP Solid Waste.

Direct paint related debris materials not previously sampled and characterized for disposal, which may be originally presumed to be hazardous waste, shall also be stored separately and sampled by the Engineer for ultimate waste disposal characterization testing and handled/disposed of based on that testing.

Project construction waste materials unrelated to the paint removal operations shall NOT be combined/stored with paint debris waste and/or incidental paint removal materials as they are not lead contaminated and shall NOT be disposed of as hazardous waste. The Engineer's on-site Inspectors shall conduct inspections to verify materials remain segregated.

The Contractor shall obtain and complete all paperwork necessary to arrange for material disposal, including disposal facility waste profile sheets. It is solely the Contractor's responsibility to co-ordinate the disposal of hazardous materials with its selected treatment/recycling/disposal facility(s). Upon receipt of the final approval from the facility, the Contractor shall arrange for the loading, transport and treatment/recycling/disposal of the materials in accordance with all Federal and State regulations. **No claim will be considered based on the failure of the Contractor's disposal facility(s) to meet the Contractor's production rate or for the Contractor's failure to select sufficient facilities to meet its production rate.**

The Contractor shall process the hazardous waste such that the material conforms with the requirements of the selected treatment/disposal facility, including but not limited to specified size and dimension. Refusal on the part of the treatment/disposal facility to accept said material

solely on the basis of non-conformance of the material to the facility's physical requirements is the responsibility of the Contractor and no claim for extra work shall be accepted for reprocessing of said materials to meet these requirements.

All DOT shipping documents, including the Uniform Hazardous Waste Manifests utilized to accompany the transportation of the hazardous waste material shall be prepared by the Contractor and reviewed/signed by an authorized agent representing ConnDOT, as Generator, for each load of hazardous material that is packed to leave the site. The Contractor shall not sign manifests on behalf of the State as Generator. The Contractor shall forward the appropriate original copies of all manifests to the Engineer the same day the material leaves the Project site.

Materials not related to lead paint removal and/or characterized as non-hazardous waste shall NOT be shipped for hazardous waste disposal in accordance with USEPA RCRA hazardous waste minimization requirements.

A load-specific certificate of disposal, signed by the authorized agent representing the waste disposal facility, shall be obtained by the Contractor and promptly delivered to the Engineer for each load.

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

- All vehicles departing the site are to be properly logged to show the vehicle identification, driver's name, time of departure, destination, and approximate volume, and contents of materials carried. Vehicles shall display the proper USDOT placards for the type and quantity of waste;
- No materials shall leave the site unless a disposal facility willing to accept all of the material being transported has agreed to accept the type and quantity of waste;
- Documentation must be maintained indicating that all applicable laws have been satisfied and that the materials have been successfully transported and received at the disposal facility; and,
- The Contractor shall segregate the waste streams (i.e. concrete, wood, etc.) as directed by the receiving disposal facility.

Any spillage of debris during disposal operations during loading, transport and unloading shall be cleaned up in accordance with EPA 40 CFR 265 Subparts C & D, at the Contractor's expense.

The Contractor is liable for any fines, costs or remediation costs incurred as a result of their failure to be in compliance with this Item and all Federal, State and Local laws.

#### K. Project Closeout Data:

Provide the Engineer, within thirty (30) days of completion of the project site work, a compliance package; which shall include, but not be limited to, the following:

1. Competent persons (supervisor) job log;
2. OSHA-compliant personnel air sampling data;
3. Completed waste shipment papers for non-hazardous lead construction and demolition (C&D) waste disposal or recycling and scrap metal recycling.
4. Copies of completed Hazardous Waste Manifests (signed by authorized disposal facility representative).

**Method of Measurement:**

The completed work shall be paid as a lump sum. This item will include all noted services, equipment, facilities, testing and other associated work for up to three (3) ConnDOT project representatives. Services provided to any ConnDOT project representatives in excess of three (3) representatives will be measured for payment in accordance with Article 1.09.04 – “Extra and Cost-Plus Work.”

**Basis of Payment:**

The lump sum price bid for this item shall include: services, materials, equipment, all permits, notifications, submittals, personal air sampling, personal protection equipment, temporary enclosures, incidentals, fees and labor incidental to activities impacting lead removal, treatment and handling of lead contaminated materials, and the transport and disposal of any hazardous and/or non-hazardous lead construction and demolition (C&D) bulky waste.

Final payment will not be made until all project closeout data submittals have been completed and provided to the Engineer. Once the completed package has been received in its entirety and accepted by the Engineer, final payment will be made to the Contractor.

<u>Pay Item</u>	<u>Pay Unit</u>
Lead Compliance for Miscellaneous Exterior Tasks	Lump Sum

END OF SECTION

**ITEM #0202452A – TEST PIT**

**Description**

This item shall consist of test pits which shall be excavated as directed by the Engineer to determine the location of existing utilities and structures. The average depth of a typical test pit is 6 feet.

**Construction Methods**

Test pits will be excavated in locations directed by the Engineer.

Test pits shall be backfilled immediately after examination.

In some cases, hand tools may be required to perform the excavation. The Contractor shall be required to perform hand excavation at the same unit price.

Test pits in roadway shall be patched with bituminous concrete unless trench excavation will occur within 24 hours at that same location.

**Method of Measurement**

The quantity to be paid for under this item will be the number of completed test pits as directed by the Engineer.

**Basis of Payment**

This work will be paid for at the contract unit price each for “Test Pits” as directed by the Engineer. Which price shall include all necessary equipment, tools, backfill labor and work incidental thereto. No direct payment will be made for furnishing and placing bituminous concrete pavement for patch, but the cost shall be included in the cost of the test pit item.

Pay Item	Pay Unit
Test Pit	Each



## **ITEM #0503001A - REMOVAL OF SUPERSTRUCTURE**

Work under this item shall conform to the requirements of Section 5.03 amended as follows:

### **5.03.01 - Description:** *Delete the entire article and replace with the following:*

Work under this item shall consist of the removal and satisfactory disposal of the superstructure. Those items to be removed and disposed of (unless designated as salvage) shall include, but not be limited to, steel frames, diaphragms, concrete deck, curbs, parapets, bituminous wearing surface, metal bridge rail and bearings as shown on the plans or as directed by the Engineer.

Work under this item shall also consist of removing, containing, and collecting existing paint from all areas of steel superstructures where the Contractor will use flame-cutting, arc gouging, or welding for the superstructure demolition, because of the possible presence of lead in the existing paint. The lead removal is required to comply with OSHA Regulation Nos. 1926.353, 1926.354, and 1926.62. Additional information on lead removal and definitions of the terms used within this special provision may be obtained from the latest edition of the "SSPC 6I Guide for Containing Debris Generated During Paint Removal Operations."

Work under this item also consists of storage of the paint debris collected under this item.

### **5.03.03 - Construction Methods:** *Add the following:*

#### **5. Paint Removal:**

- Amount of Paint Removal: Prior to applying the heat of welding equipment to localized areas of steel superstructures, the existing paint shall be removed to a minimum of 6 inches from wherever the heat will be applied, and as directed by the Engineer.
- Methods of Paint Removal: Where required, the existing paint shall be removed by chemical stripping, needle guns with vacuum attachments, or by any of the closed abrasive blast cleaning techniques described in SSPC Guide 6I. Open abrasive blast cleaning will not be permitted. All of the debris resulting from the paint removal operations shall be contained, collected, and stored in leakproof storage containers placed on wooden pallets. A test patch shall be done on the existing steel to demonstrate the Contractor's proposed methods of paint removal to the satisfaction of the Engineer.
- The Contractor is advised that chemical paint removers may require several days and multiple applications to completely remove the existing paint, especially in temperatures below 18° C.
- The Contractor is also advised that chemical paint strippers may not be effective in removing some paints.

**6. Removal of Superstructure:** All work shall proceed as directed by and to the satisfaction of the Engineer in accordance with the details shown on the plans and the requirements of the Special Provisions "Maintenance and Protection of Traffic" and "Prosecution and Progress", contained elsewhere in these Specifications.

**7. Disposal:** Material that is not specified for salvage shall become the property of the Contractor and shall be removed and disposed of by him.

**5.03.05 - Basis of Payment:** *Add the following:*

Disposal of lead based debris and chemical stripper residue shall be paid for under item "Lead Compliance for Miscellaneous Exterior Tasks".

## **ITEM #0503250A - CLEAN HISTORIC CONCRETE BRIDGE (SITE NO. 1)**

**Description:** The work includes the cleaning of exposed concrete and stone masonry surfaces of historic bridges within the limits specified by the Engineer, including general and specialized cleaning to remove soil, stains, carbon deposits, biological growth, oils, plants, vines, bird guano, and all other substances specified below. Also included is the full containment, collection and proper disposal of all wash water and materials removed from the concrete and stone masonry surfaces during cleaning operations.

This work will include the trial demonstration by the Contractor of specific cleaning methods on selected areas of the bridge surface to demonstrate the adequacy of materials and methods to be used for cleaning each type of condition on areas of the bridge for approval by the Engineer.

The Contractor to perform this work shall demonstrate a minimum of five (5) years of successful cleaning experience in masonry restoration projects for historic structures. The Contractor shall provide names, dates, and locations of a minimum of three (3) similar historic structure projects.

This provision contains recommendations for materials which may be TOXIC. The manufacturer's literature on application techniques, appropriate protection for workers and disposal procedures for materials should be complied with in conjunction with all federal and state regulations. All required Federal and State permits shall be obtained prior to use and/or discharge.

### **Materials:**

#### **1. Cleaning Tools and Product Data:**

The Contractor shall submit manufacturer's technical data for each liquid cleaning product proposed to be used, including written instructions by the manufacturers for their application and use, and Material Safety Data Sheets (MSDS). The Contractor shall include test reports and certifications substantiating product compliance with requirements.

**Recommended Products:** Products capable of removing biological and atmospheric stains in historic concrete and stone masonry shall be either of the following, or an approved equal:

**EnviroKlean BioKlean® (by Prosoco, Inc.)** Two part cleaner and activator system.

**Safe n' Easy Architectural Cleaner and Restorer** (by Dumond Chemicals)

The use of acidic cleaners shall not be permitted.

All water used in the cleaning operation shall be potable, free of deleterious quantities of iron, alkalis, oil or other staining materials. Prior to the cleaning, a sample of the water

shall be tested to determine that the water will not cause staining. The Contractor shall provide all necessary filters at the water source to remove mineral contents that cause the staining. No water is to be drawn from ponds or streams without the approval by the Engineer. At no time will a general permit limit be reached for the removal of water.

Cleaning products shall be applied using synthetic rollers, soft-bristled brushes, or may be spray applied. The use of wire brushes or steel wool is not permitted.

Following manufactures recommendations rinsing shall be carried out carefully to avoid inadequate rinsing, which can lead to residues that may stain the cleaned surface. Masonry-washing equipment shall not generate greater than 400 psi. (2.8 MPa) Water flow rates of 6-8 gallons (23-31 L) per minute are the best water/pressure combinations. Heated water (150-180°F, 65-82°C) may improve cleaning efficiently.

## 2. **Delivery, Storage and Handling:**

All materials shall be delivered to the site in the Manufacturer's original and unopened containers and packaging, bearing labels as to the type of material, brand name and Manufacturer's name. Delivered materials should be identical to tested materials.

Material shall be stored off the ground in a clean, dry location. All materials that are damaged or are otherwise unsuitable for use shall be removed from the site.

All materials shall be handled, stored and treated in strict accordance with manufacturer's instructions, with regard to application and shelf life, spillage, clean-up, safety precautions, and protective means and methods.

## **Construction Methods:**

1. **Cleaning Program:** Prior to commencing cleaning operations, the Contractor shall submit a written cleaning procedure plan including all materials, methods, equipment, and staging for access proposed for each phase of cleaning including protection of surrounding materials during operations. The written cleaning procedure shall include all cleaning products and chemical components to be used, method of application, dilution of the application, temperature of application, length of time of surface contact, method of rinsing (*temperature, pressure, and duration*), and repetition of procedures, methodology for full collection of all water, proper disposal of all materials. An acceptable ambient temperature range shall also be maintained for application of cleaning products and shall follow in accordance with the manufacturer's recommendations and specifications.
2. **Protection Program:** Prior to commencing the cleaning operations, the Contractor shall submit for approval, a written description of proposed materials and methods of protection for preventing damage to adjacent materials, soil, water bodies, wetlands, wells, vegetation, vehicular and pedestrian traffic, and adjacent property.

- 3. Demonstration Test Area:** Prior to commencing the cleaning operations, the Contractor shall demonstrate a trial application of the proposed cleaning method on a portion of the wingwall or abutment face, as directed by the Engineer. The surface area of the cleaning demonstration test shall be approximately six (6) by six (6) feet (610 x 610mm) in area. The demonstration test area shall be cleaned using methods, materials and working pressures previously submitted and approved. The demonstration test shall be performed in the presence of the Engineer and Conservator.

Where chemical poultices are tested, perform testing in the presence of the Manufacturer's representative.

The production work of cleaning the bridge concrete and stone masonry surfaces shall not begin without approval from the Engineer of the cleaning methods, working pressures, materials, equipment used. The evaluation by the Engineer of the acceptability of the Contractor's proposed cleaning method will include a seven (7) day observation period after completion of the trial cleaning demonstration for verification that the requested cleaning method has caused no surface damage to historic concrete and stone masonry surfaces.

**4. Preparation:**

- a. Demonstration Test Area: Prepare test area as specified above.
- b. Cleaning Program: The cleaning program shall be submitted as specified above.
- c. Protection: All painted and unpainted metal structure, railings and decorative elements shall be protected from contact with chemical cleaners by covering with polyethylene film, waterproof masking or other proven measures, firmly fixed and sealed to the surface.

The Contractor shall comply with the cleaning product manufacturer's recommendations for protecting adjacent surfaces from exposure to their products.

Over-spray and splashing of the cleaning materials shall be prevented.

All persons, soil, surrounding vegetation and adjacent property shall be protected from injury, damage and contamination at all times during the cleaning process.

## 5. General Cleaning:

- a. Dilution of cleaning materials shall be with clean water in accordance with the manufacturer's printed instructions.
- b. Cleaning projects should be carried out starting at the bottom and proceeding to the top of the cleaning area.
- c. Always keep surfaces wet below the area being cleaned.
- d. All bridge surfaces shall be cleaned in accordance with the cleaning procedure approved by the Engineer. The surface cleaning should be done in strict accordance with the methods approved by the Engineer on the demonstration test area.
- e. All painted and unpainted metal structure, railings, and decorative elements shall be protected from contact by the cleaning operations by covering with polyethylene film, waterproof masking or other proven measures, firmly fixed and sealed to the surface. No adhesive residue shall remain on protected elements after removal of protection.

## 6. Specialized Cleaning:

Additional and more local cleaning methods are to be used, subject to the Engineer's approval. Detergents and other non-detrimental chemicals can be applied to the surface with fibrous, non-ferrous soft bristle brushes, spray, or roll applied methods. When soil is sufficiently loosened, the concrete and stone masonry shall be thoroughly rinsed so that no residue remains. Poultices may also be used if approved by the Engineer.

Prior to any stain removal treatment, thoroughly wet the surface of the concrete and stone masonry around the stained area with clear, clean water at low pressure. Apply specialized stain removers as specified by the manufacturer and rinse thoroughly with clean, clear water at low pressures (100 – 300 psi. (0.7 – 2.1 MPa))

**Method of Measurement:** Work under this item will be paid for at the contract lump sum price for each bridge site, and will not be measured for payment.

**Basis of Payment:** This work will be paid for at the contract lump sum price at each bridge site for "Clean Historic Concrete Bridge (Site No. 1)" which price shall include all equipment, tools, labor and work incidental thereto, including acquisition of required permits, containment, collection and proper disposal of all waste, wash water and other cleaning elements used. This price shall also all work, materials, and equipment incidental to

providing staging for Contractor and inspection access and debris shields as required to protect traffic from the cleaning operation.

Pay Item

Pay Unit

Clean Historic Concrete Bridge  
(Site No. 1)

Lump Sum

## **ITEM #0503307A – RESTORATION OF METAL FEATURES**

**Description:** This work includes 3D imaging, repair, removal of damaged elements, replacement of missing elements, testing and analysis of metal, re-finishing of ornamental metal railings, decorative metal panels, and/or other decorative metal features within the limits shown on the plans. This work does not include recyclable abrasive blast media cleaning, which shall be performed on the ornamental grilles in lieu of the substrate surface preparation construction method described below and paid for in the item, “Recyclable Encapsulated Abrasive Media Cleaning”, which specification will govern all aspects of this work.

The Contractor to perform this work shall demonstrate a minimum of five (5) years of successful experience in restoration projects for historic structures. The Contractor shall provide names, dates, and locations of a minimum of three (3) similar projects.

This provision contains recommendations for materials which may be TOXIC. The manufacturer’s literature on application techniques, appropriate protection for workers and disposal procedures for materials should be complied with in conjunction with all federal and state regulations. Refer to “Notice to Contractor – Hazardous Materials Investigations” report for Bridge #00696 for information regarding the testing conducted.

### **Materials:**

Paint: Shall conform to the requirements of M.07.01 and M.07.02 of the Standard Specifications, Form 817, except as supplemented and amended within this specification.

Repair Materials: Selection of repair materials for metal will be based on the testing and identification of the extant original materials on the bridge. According to the drawings, Bridge #00696 contains steel and cast iron elements. This will need to be verified through testing. Refer to the following for each type of metal/alloy being repaired:

Steel: Repair steel elements in kind, matching the bar stock in alloy content, dimension and finish. Mild Steel (steel that contains between 0.20 – 0.25% carbon) may also be used to repair or replace the steel elements.

Cast Iron: Replace missing or damaged cast iron elements in kind.

Coating Systems: Ensure compatibility between each type of coating by using primers, undercoats and finish coats that are produced by the same manufacturer. Follow manufacturers’ instructions regarding the preparation of each coating in the system. The following manufacturers’ systems are approved for use:



Tnemec Products:     Primer: Series 394 PerimePrime  
                          Finish Coat: Series 27 Typoxy or Series 73 Endura-Shield

Sherwin-Williams     Primer: Pro-Cryl Universal Primer  
Products:             Finish Coat: Sher-Cryl HPA

                          Primer: Macropoxy 646  
                          Finish Coat: Acrolon 218 Urethane

or equal approved by Engineer.

Colors: The ornamental elements shall be coated according to the September 21, 2011 “Selective Exterior Paint Color Investigation” performed by Jablonski Building Conservation, Inc, which is included in the contract documents. Specifically, elements shall be coated with a semi-gloss sheen grayish-brown matching Benjamin Moore Historic Color 68. The grayish-brown color will be applied as a base coat for some details and as a finish for the railings and for the ornamental panel vines, borders, and bases. Additionally, the ornamental panel grapes, urns, shields, torches, bolt covers, and rosettes will be finished with a semi-gloss sheen gold metallic paint.

### **Construction Methods:**

Repair Program: Prior to removal of the cast iron ornamental grille panels, the Contractor shall submit a written program describing each phase of the metal repair processes specified herein, including documentation of the cast iron panels, removal, handling, and transportation of the panels. The Contractor shall also submit a written plan for protection of surrounding materials and site during restoration operations.

Documentation: Prior to removing the panels, the Contractor is responsible for documenting the cast iron panel size and detail of one (1) abutment, one (1) pier face and one (1) girder fascia panel using 3D point cloud laser scanning. Scans of the panels shall be made at an orthogonal angle to the face of the panel and from a distance no greater than 10 feet from the panel surface.

Following removal of panels, a second scan - of the rear face of the cast iron panels - shall be performed. The scans shall capture the points of connection to the structural steel for use in shop drawing preparation and for future replication of the panels. The scans shall be submitted to the Engineer with the structural steel shop drawings for verification of the points of connection.

The point cloud scan shall be processed to create a smooth surface model that accurately documents the dimensions and surface contours of the panels for the purpose of replicating the panels. The resulting document shall be provided in a format compatible with Microstation.

Prior to submittal of the scanned image, the Contractor shall verify the dimensions of the scanned image against the cast iron panels to verify that the proportions of the three-dimensional panels are captured correctly.

Marking: Elements such as the railing or cast iron panels that are to be removed from the site for treatment must be marked prior to their removal. In a discrete area, the element's location on the bridge and orientation in which it is installed must be recorded to ensure that the elements are returned to their original location.

Testing: Prior to commencing restoration operations, the Contractor is responsible for identifying the type of metal and alloys used in the construction of the bridge features. This information will be used to select the materials that will be used to repair or replace damaged and missing elements in kind.

Preparation: Examine substrates and conditions under which coatings will be applied for compliance with requirements on applying coatings. Surfaces to receive coatings must be thoroughly dry and free of grease, oil and soiling before coatings are applied.

Substrate Surface Preparation: Prepare metal historic rail elements by removing existing coatings, localized corrosion and scale to a minimum of SSPC-SP3 Power Tool Cleaning. Prepare decorative cast iron grilles in accordance with the special provision, "Recyclable Encapsulated Abrasive Media Cleaning". Do not allow more than 24 hours to pass before applying a primer coat to protect the newly prepared metal.

Application of Coatings: Apply material by brush, roller, or spray strictly according to the manufacturer's directions. Use brushes best suited for the material being applied. Use rollers as recommended by the manufacturer for the material and texture required.

- Do not apply coatings over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to forming a durable coating film.
- Apply material at the coverage rate recommended by the manufacturer unless otherwise indicated.
- The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Where sanding is required, according to the manufacturer's directions, sand between applications to produce a smooth, even surface.
- Apply finish coat within 14 days of primer application. Select a primer color that is in the family range as the finish coat, but different enough to discern holiday and incomplete coverage of the finish coats.

- When undercoats or other conditions show through the final coat, apply additional coats until the cured film has a uniform coating finish, color, and appearance. Give special attention to edges, corners, crevices, welds, exposed fasteners, and similar surfaces to ensure that they receive a dry film thickness equivalent to that of flat surfaces.

Reproduction of missing/deteriorated decorative elements: All decorative elements specified in the plans are to be restored if possible. Elements agreed upon by the Engineer and Conservator to be too damaged to be restored shall be replicated and replaced. Replacement elements shall be created using extant examples of the rosettes and handrails on the bridge. During their assessment of the bridge, staff documented 24 missing rosettes and 2 missing handrails, though this number should be verified at the time of construction. If any decorative grilles are deemed by the Engineer and Conservator as requiring replacement they shall be replicated using the results of the 3D Imaging performed herein.

All historic items or materials shall remain the Department's property unless specifically designated in the contract to be disposed of. Demolished material shall become the Contractor's property and shall be removed from the site. Should an item be damaged or require replication, the original, damaged object shall remain the property of the Department until no longer needed, and will be used to verify the replicated item.

At the end of each work day, remove rubbish, and other discarded materials from the site.

**Method of Measurement:** This work will be paid for on a lump sum basis and will not be measured for payment.

**Basis of Payment:** This work will be paid for at the contract lump sum price for "Restoration of Metal Features" complete in place, which shall include all repairs or replacement of damaged elements, replacement of missing elements, materials, re-finishing of ornamental metal railings, decorative metal grilles, and/or other decorative metal features and all labor and incidentals thereto. This work does not include the substrate surface preparation of the ornamental grilles, which shall be paid for in the item, "Recyclable Encapsulated Abrasive Media Cleaning". The disposal of damaged items that are no longer needed as mockups for verification of replicated elements or for other purposes is included in the cost of this work.

Pay Item  
Restoration of Metal Features

Pay Unit  
L.S.

**ITEM #0511203A – POLYVINYL CHLORIDE PLASTIC PIPE  
WEEPHOLES**

Section 5.13 shall be amended as follows:

**Article 5.13.01 – Description:** *Add the following:*

Work under this item shall also include the installation of galvanized mesh as shown on the plans.

**Article 5.13.02 – Materials:** *Add the following:*

Mesh shall be galvanized after welding.

**Article 5.13.04 – Method of Measurement:** *Delete the paragraph and replace with the following:*

Each complete weephole assembly installed and accepted will be counted for payment.

**Article 5.13.05 – Basis of Payment:** *Delete the paragraph and replace with the following:*

This work will be paid for at the contract unit price, per each, for “Polyvinyl Chloride Plastic Pipe Weepholes”, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

Pay Item  
Polyvinyl Chloride Plastic Pipe Weepholes

Pay Unit  
Ea.

## **ITEM #0520036A - ASPHALTIC PLUG EXPANSION JOINT SYSTEM**

**Description:** Work under this item shall consist of furnishing and installing an asphaltic plug expansion joint system (APJ) in conformance with ASTM D6297, as shown on the plans, and as specified herein.

Work under this item shall also consist of the removal and disposal of bituminous concrete, membrane waterproofing, existing joint components and sealing elements, cleaning and sealing median barrier joints, parapet joints, and sidewalk joints.

Work under this item excludes the removal of Portland cement concrete headers.

**Materials:** The APJ component materials shall conform to ASTM D6297 and the following:

Aggregate: The aggregate shall meet the following requirements:

- a) Loss on abrasion: The material shall show a loss on abrasion of not more than 25% using AASHTO Method T96.
- b) Soundness: The material shall not have a loss of more than 10% at the end of five cycles when tested with a magnesium sulfate solution for soundness using AASHTO Method T 104.
- c) Gradation: The aggregate shall meet the requirements of Table A below:
- d) Dust: aggregate shall not exceed 0.5% of dust passing the #200 sieve when tested in accordance with AASHTO T-11.

**Table A**

<b><u>Square Mesh Sieves</u></b>	<b>1" (25.0 mm)</b>	<b>¾" (19.0 mm)</b>	<b>½" (12.5 mm)</b>	<b>⅜" (9.5 mm)</b>	<b>No. 4 (4.75 mm)</b>
<b>% passing</b>	<b>100</b>	<b>90 - 100</b>	<b>20 - 55</b>	<b>0 - 15</b>	<b>0 - 5</b>

A sample of the aggregate shall be submitted to the Department with a Certified Test Report in accordance with Article 1.06.07 for each 20 tons of loose material or its equivalent number of bags delivered to the job site. The Certified Test report must include a gradation analysis resulting from a physical test performed on the actual material that accompanies the report.

Anti-Tacking Material: This material shall be a fine graded granular material with 100% passing the 3/16" sieve and no more than 5% passing the #200 when tested in accordance with AASHTO T-27.

Backer Rod: All backer rods shall satisfy the requirements of ASTM D5249, Type 1.

Bridging Plate: The bridging plates shall be steel conforming to the requirements of ASTM A36 and be a minimum ¼" thick and 8" wide. For joint openings in excess of 3" the minimum plate dimensions shall be ⅜" thick by 12" wide. Individual sections of plate shall

not exceed 4' in length. Steel locating pins for securing the plates shall be size 16d minimum, hot-dip galvanized, and spaced no more than 12" apart.

Concrete Leveling Material: Shall be a cementitious-based material that conforms to ASTM C928 Standard Specification for Packaged, Dry, Rapid-Hardening Cementitious Materials for Concrete Repair, for R3 performance requirements in Table 1 and achieve the following:

- a. Final set in 45 Minutes
- b. 2500 psi compressive strength in 24 hours
- c. 5000 psi compressive strength in 7 days

Parapet Sealant: The sealant used in parapet joint openings shall be a single component non-sag silicone sealant that conforms to the requirements of ASTM D5893.

Sidewalk Sealant: The sealant used in sidewalk joint openings shall be a rapid cure, self-leveling, cold applied, two-component silicone sealant. The silicone sealant shall conform to the requirements listed in Table B:

**Table B**

<b>Properties - As Supplied</b>	<b>Test Method</b>	<b>Requirement</b>
Extrusion Rate	ASTM C1183	200-600 grams/min
Leveling	ASTM C639	Self-Leveling
Specific Gravity	ASTM D792	1.20 to 1.40
<b>Properties - Mixed</b>	<b>Test Method</b>	<b>Requirement</b>
Tack Free Time	ASTM C679	60 min. max.
Joint Elongation – Adhesion to concrete	ASTM D5329 <sup>1,2,3</sup>	600% min
Joint Modulus @ 100% elongation	ASTM D5329 <sup>1,2,3</sup>	15 psi max
Cure Evaluation	ASTM D5893	Pass @ 5 hours

1. Specimens cured at 77±3<sup>0</sup>F and 50±5% relative humidity for 7 days
2. Specimens size: ½" wide by ½" thick by 2" long
3. Tensile Adhesion test only

The date of manufacture shall be provided with each lot. No sealant shall be used beyond its maximum shelf-life date.

The two-part silicone sealants shown in Table C are known to have met the specified requirements:

**Table C**

<b>Product</b>	<b>Supplier</b>
Dow Corning 902RCS	Dow Corning Corporation 2200 W Salzburg Road Auburn, Michigan 48611
Wabo SiliconeSeal	BASF/Watson Bowman Acme Corporation 95 Pineview Drive Amherst, New York 14228

Other two-component silicone joint sealants expressly manufactured for use with concrete that conform to the aforementioned ASTM requirements will be considered for use provided they are submitted in advance for approval to the Engineer. Other joint sealants will be considered for use only if a complete product description is submitted, as well as documentation describing at least five installations of the product. These documented installations must demonstrate that the product has performed successfully for at least three years on similar bridge expansion joint applications.

A Materials Certificate and Certified Test Report for the asphaltic binder shall be submitted by the Contractor in accordance with the requirements of Article 1.06.07 certifying that the asphaltic binder satisfies the requirements of the most current version of ASTM D6297.

A Materials Certificate for all other components of the APJ, leveling material, backer rod and sealant used in sealing parapet and sidewalk joint openings, shall be submitted by the Contractor in accordance with the requirements of Article 1.06.07

**Construction Methods:** The APJ shall be installed at the locations shown on the plans and in stages in accordance with the traffic requirements in the special provisions “Maintenance and Protection of Traffic” and “Prosecution and Progress”.

At least 30 days prior to start of the work, the Contractor shall submit to the Engineer for approval a detailed Quality Control Plan for the installation of the APJ. The submittal shall include:

- a) A list of all manufactured materials and their properties to be incorporated in the joint system, including, but not limited to the asphaltic binder, anti-tack material, backer rod, sealant, leveling material, as well as the aggregate’s source.
- b) A detailed step by step installation procedure and a list of the specific equipment to be used for the installation. The Quality Control Plan must fully comply with the specifications and address all anticipated field conditions, including periods of inclement weather.

The APJ shall not be installed when bituminous concrete overlay or joint cutout is wet. The APJ shall only be installed when the bridge superstructure surface temperature is within the limits specified in Table D and when the ambient air temperature is within the range of 45<sup>0</sup>F to 95<sup>0</sup>F.

The bridge superstructure surface temperature range is determined using the thermal movement range provided on the contract plans for the proposed APJ deck installation location and the selected APJ product.

**Table D**

<b>Installation Restrictions</b>	
<b>Designed Deck Joint Thermal Movement Range<sup>2</sup></b>	<b>Bridge Superstructure Surface Temperature<sup>1</sup></b>
0" to 1"	45° F to 95° F
1-1/8"	45° F to 90° F
1-1/4"	45° F to 80° F
1-3/8"	45° F to 70° F
1-1/2"	45° F to 65° F

- 1. The superstructure surface temperature shall be determined from the average of three or more surface temperature readings taken at different locations on the interior girder surfaces by the Contractor as directed by the Engineer. Temperature measurements of the superstructure shall be taken by the contractor with a calibrated hand held digital infrared laser-sighted thermometer on the surfaces of an interior steel girder, or interior concrete girder protected from direct sunlight. The infrared thermometer to be supplied by the Contractor for this purpose shall meet certification requirements of EN61326-1, EN61010-1, and EN60825-1 maintained by the European Committee for Electrotechnical Standardization (CENELEC). The thermometer shall have a minimum distance-to-spot ratio of 50:1 and shall have adjustable emissivity control. The thermometer shall have a minimum accuracy value of  $\pm 1\%$  of reading or  $\pm 2^{\circ}\text{F}$ , whichever is greater. The thermometer shall be used in strict accordance with the manufacturer's written directions. An additional infrared thermometer satisfying the same standards to be used in this application shall also be provided to the Engineer for quality assurance purposes.*
- 2. Linear interpolation may be used to determine an allowable surface temperature range for thermal movement ranges in between values shown in the table, as approved by the Engineer.*

Prior to installing the APJ, the Contractor shall determine the exact location of the deck joint beneath the bituminous concrete overly.



The APJ shall be installed symmetrically about the deck joint opening to the dimensions shown on the plans or as directed by the Engineer; not to exceed 24 inches measured perpendicular to the deck joint. The proposed saw cut lines shall be marked on the bituminous concrete overlay by the Contractor and approved by the Engineer, prior to saw-cutting. The saw-cuts delineating the edges of the APJ shall extend full depth of the bituminous concrete overlay.

The existing bituminous concrete overlay, waterproofing membrane and/or existing expansion joint material, within the saw cut limits shall be removed and disposed of by the Contractor to create the joint cutout.

Concrete surfaces that will support the bridging plates shall be smooth and form a plane along and across the deck joint. Rough or damaged concrete surfaces shall be repaired with a leveling compound meeting the requirements of this specification. Deteriorated concrete areas within the joint limits shall be repaired as directed by the Engineer: such repairs, when deemed necessary by the Engineer, shall be compensated for under the applicable concrete deck repair items in the Contract. The existing and repaired concrete surfaces shall provide continuous uniform support for the bridging plate and prevent the plate from rocking and deflecting.

Prior to the installation of the backer rod, all horizontal and vertical surfaces of the joint cutout shall be abrasive blast cleaned using an oil-free, compressed air supply. The entire cutout shall then be cleared of all loose blast media, dust, debris and moisture using an oil-free, hot air lance capable of producing an air stream at 3,000°F with a velocity of 3,000 feet per second.

A single backer rod, with a diameter at least 25% greater than the existing joint opening at the time of installation, shall be installed at an inch below the bridging plate in the existing deck joint opening between the concrete edges.

Asphaltic binder shall be heated to a temperature within the manufacturer's recommended application temperature range which shall be provided in the Quality Control Plan. During application, the temperature of the binder shall be maintained within this range. In no case shall the temperature of the binder go below 350° F nor exceed the manufacturer's recommended maximum heating temperature.

Asphaltic binder shall then be poured into the joint opening until it completely fills the gap above the backer rod. A thin layer of binder shall next be applied to the all horizontal and vertical surfaces of the joint cutout.

Bridging plates shall be abrasive blast-cleaned on-site prior to installation and then placed over the deck joint opening in the joint cutout. The plates shall be centered over the joint opening and secured with locating pins along its centerline. The plates shall be placed end to end, without overlap, such that the gap between plates does not exceed ¼". The plates shall extend to the gutter line and be cut to match the joint's skew angle, where concrete support exists on both sides of the joint. Within APJ installation limits, where concrete support does not exist at both sides of the joint opening (such as where a bridge deck end abuts a bituminous concrete roadway shoulder), bridging plates shall not be installed. Installed bridging plates shall not rock or deflect

in any way. After installation of bridging plates, a thin layer of asphaltic binder shall be applied to all exposed surfaces of the plates.

The remainder of the joint cutout shall then be filled with a mixture of hot asphaltic binder and aggregate prepared in accordance with the submitted Quality Control Plan and the following requirements:

- The aggregate shall be heated in a vented, rotating drum mixer by the use of a hot-compressed air lance to a temperature of between 370° F. to 380° F. This drum mixer shall be dedicated solely for the heating and, if necessary, supplemental cleaning of the aggregate. Venting of the gas and loose dust particles shall be accomplished through ¼” drilled holes spaced no more than 3” on center in any direction along the entire outside surface of the drum
- Once the aggregate has been heated, it shall then be transferred to a secondary drum mixer where it shall be fully coated with asphaltic binder. A minimum of two gallons of binder per 100lbs of stone is required.
- The temperature of the aggregate and binder shall be monitored by the contractor with a calibrated digital infrared thermometer.
- The coated aggregate shall be loosely placed in the joint cutout in lifts not to exceed 2 inches.
- Each lift shall be leveled, compacted and then flooded with hot asphaltic binder to the level of the aggregate to fill all voids in the coated aggregate layer. The surface of each lift shall be flooded until only the tips of the aggregate protrude out of the surface.
- The final lift shall be placed such that no stones shall project above the level of the adjacent overlay surface following compaction of the coated aggregate.
- Following installation of the final lift, sufficient time and material shall be provided to allow all voids in the mixture to fill. This step may be repeated as needed.
- The joint shall then be top-dressed by heating the entire area with a hot-compressed air lance and applying binder. The final joint surface must be smooth with no protruding stones and be absent of voids.
- Once top-dressed, the joint shall have an anti-tack material spread evenly over the entire surface to prevent tracking.

The Contractor shall be responsible for removing all binder material that leaks through the joint and is deposited on any bridge component, including underside of decks, headers, beams, diaphragms, bearings, abutments and piers.

Traffic shall not be permitted over the joint until it has cooled to 130° F when measured with a digital infrared thermometer. Use of water to cool the completed joint is permitted.

#### Sidewalk, parapet, and/or curb joint openings

Before placement of any sealing materials in parapets, curbs, or sidewalks, the joints shall be thoroughly cleaned of all scale, loose concrete, dirt, dust, or other foreign matter by abrasive blast cleaning. Residual dust and moisture shall then be removed by blasting with oil free compressed air using a hot air lance. Projections of concrete into the joint space shall also be

removed. The backer rod shall be installed in the joint as shown on the plans. The joint shall be clean and dry before the joint sealant is applied. Under no circumstances is the binder material to be used as a substitute for the joint sealant.

Whenever abrasive blast cleaning is performed under this specification, the Contractor shall take adequate measures to ensure that the abrasive blast cleaning will not cause damage to adjacent traffic or other facilities.

The joint sealant shall be prepared and placed in accordance with the manufacturer's instructions and with the equipment prescribed by the manufacturer. Extreme care shall be taken to ensure that the sealant is placed in accordance with the manufacturer's recommended thickness requirements.

The joint sealant shall be tooled, if required, in accordance with the manufacturer's instructions.

Primer, if required, shall be supplied by the sealant manufacturer and applied in accordance with the manufacturer's instructions.

When the sealing operations are completed, the joints shall be effectively sealed against infiltration of water. Any sealant which does not effectively seal against water shall be removed and replaced at the Contractor's expense.

Any installed joint that exhibits evidence of failure, as determined by the Engineer, such as debonding, cracking, rutting, or shoving of the APJ mixture shall be removed and replaced full-width and full-depth to a length determined by the Engineer at no additional cost to the State.

**Method of Measurement:** This work will be measured for payment by the number of cubic feet of "Asphaltic Plug Expansion Joint System" installed and accepted within approved horizontal limits. No additional measurement will be made for furnishing and installing backer rod and joint sealant in the parapets, concrete medians, curbs and/or sidewalks.

**Basis of Payment:** This work will be paid for at the contract unit price per cubic foot for "Asphaltic Plug Expansion Joint System," complete in place, which price shall include the saw-cutting, removal and disposal of bituminous concrete, membrane waterproofing, existing joint components and sealing elements, the furnishing and placement of the leveling compound, cleaning of the joint surfaces, furnishing and installing bridging plates, the furnishing and installing of the asphaltic plug joint mixture, the cost of furnishing and installing joint sealant in the parapets, concrete medians, curbs and sidewalks, and all other materials, equipment including, but not limited to, portable lighting, tools, and labor incidental thereto. No additional payment shall be made for the 12" wide bridging plates that are required for deck joint openings with widths in excess of 3".

If directed by the Engineer, additional deck repairs will be addressed and paid for under the applicable concrete deck repair items in the Contract.

## **ITEM #0521001A – ELASTOMERIC BEARING PADS**

**Description:** Work under this item shall consist of furnishing and installing new elastomeric bearing pads and steel load plates as shown on the plans, in accordance with these specifications, and as directed by the Engineer.

Metallizing and coating steel load plates will not be included in this item, but will be included in the item, “Metallizing Structural Steel (Site No. 1)”.

### **Materials:**

1. Elastomer: The elastomeric compound, used in the construction of the bearings, shall contain only virgin polychloroprene (Neoprene) as the raw polymer. It shall conform to the requirements of Section 18.2 of the AASHTO LRFD Bridge Construction Specifications and AASHTO M 251. The elastomer shall be low-temperature Grade 3 as defined by ASTM D 4014. The elastomer shall have a Shore “A” Durometer Hardness of 60 and a Shear Modulus between 130 and 160 psi.

Each elastomeric bearing shall have marked on it, with indelible ink, the following: The Manufacturer's identification code or symbol, the month and year of manufacture, the orientation, order number, lot number, bearing identification number, and elastomer type and grade (Neoprene, Grade 3). The markings should be placed on a side of the bearing that is visible after installation.

The Contractor shall furnish test bearings in addition to the bearings shown on the plans for each type (size and thickness) of bearings for destructive testing. The furnished test bearings shall not include the load plates. AASHTO M251 shall be used for acceptance criteria. Bearings may be tested and accepted in accordance with Appendix X1, in lieu of Section 8.

The Contractor shall furnish a Certified Test Report, confirming that the elastomeric bearings satisfy the requirements of these specifications, in conformance with the requirements set forth in Article 1.06.07.

2. External Steel Plates: Load plates shall conform to the requirements of AASHTO M270, Grade 50 and Article M.06.02. Load plates fabricated with multiple, welded plates shall be completely welded and tested before bonding the bearing. Welding details, procedures and testing methods shall conform to the latest ANSI/AASHTO/AWS D1.5: Bridge Welding Code, unless otherwise noted. All holes in the load plate shall be drilled prior to vulcanizing the plate to the bearing.

3. Manufacture: The elastomeric bearings shall be cast as a unit in a mold and bonded by vulcanization under heat and pressure.

4. Non Shrink, Non Staining Grout: Grout shall conform to M.03.05.

5. High Strength Bolts: Bolts shall be galvanized and meet the requirements of ASTM F3125, Grade A325, Type 1 High Strength Bolts.

**Construction Methods:**

The Contractor shall submit shop drawings to the Engineer, for review and approval, in accordance with Article 1.05.02. These drawings shall include, but not be limited to, the following information: Manufacturer's name, complete details of the bearings, material designations, Shore A hardness of the elastomer, the quantity of bearings required, including test bearings, and the location of the bearing identification.

Bearings shall be fabricated in accordance with the approved shop drawings and in accordance with the plans. The bearings with load plates shall then be shipped to the metallizing shop to have the load plates metallized and coated in accordance with the special provision, "Metallizing Structural Steel (Site No. 1)." The neoprene bearing pad shall be protected at all times from damage from surface preparation of the steel and from the heat from the thermal spray of molten zinc. The neoprene shall also be shielded from overspray of the urethane coating system. The top surface of the load plates shall be metallized, but not sealed or coated.

The Contractor shall cut and remove anchor bolts to a depth of 1/2" below the surface of the concrete pedestals. The pocket above the anchor bolts shall be filled with non shrink, non staining grout until flush with the pedestal. The Engineer will inspect the concrete pedestals before the installation of the new elastomeric bearing pad assemblies. The concrete pedestals shall have smooth, even, and level surfaces. They shall show no variation from a true plane greater than 1/16 inches over the entire area upon which the elastomeric bearings are to rest. The Contractor shall grind the concrete as required to achieve these requirements. All cracks, spalls, or deterioration shall be repaired as ordered by the Engineer.

When repairs to the concrete bearing pads are complete and accepted, and the repair material has gained at least 2,500 psi, the Contractor may install the elastomeric bearings as shown on the plans. Care shall be taken in shipping the bearings so as not to damage the neoprene or the metallized and urethane coatings. The Contractor shall repair the coating that becomes damaged on bearing load plates in accordance with the special provision, "Metallizing Structural Steel (Site No. 1)."

The bearings shall be placed on the concrete pedestals as shown on the plans. Vertical legs of the pier and abutment frames may then be set on top of the bearing and connected through the base plates using high strength bolts.

The Contractor shall provide the Engineer with safe access to the work for inspection purposes.

**Method of Measurement:** This work will be measured for payment by the actual number of cubic inches of elastomer in the bearing pads that are installed and accepted. Steel load plates will not be measured for payment, but are included in the cost of the bearings. Test bearings will not be measured for payment.

**Basis of Payment:** This work will be paid for at the contract unit price per cubic inch of elastomer for "Elastomeric Bearing Pads" complete, in place and accepted, which price shall include cutting existing anchor bolts, filling anchor bolt holes in existing concrete bearing pads with non- shrink grout, furnishing and installing elastomeric bearings vulcanized to steel load plates, load plates, furnishing test bearings, shipping of bearings for metallizing and to the project site, and all materials, equipment, tools, labor and work incidental thereto.

The cost of metallizing and coating the steel load plates will be included in the item, "Metallizing Structural Steel (Site No. 1)."

<u>Pay Item</u>	<u>Pay Unit</u>
Elastomeric Bearing Pads	C.I.

## **ITEM #0601057A — HIGH PERFORMANCE CONCRETE**

*Section 6.01 is supplemented and amended as follows:*

**6.01.01—Description:** *Add the following:*

Work under this item includes a concrete mix class, High Performance Concrete, with low permeability for use in cast-in-place reinforced concrete components as noted on the plans.

**6.01.02—Materials:** *Add the following:*

High performance concrete mix shall conform to the requirements in Table M.03.02-2.

**Table M.03.02-2:**

Type	Minimum Compressive Strength (psi)	Maximum Water/Cementitious materials ratio by weight	Air content per AASHTO T 152 (%)	Minimum electrical resistivity @ 28 days per AASHTO T 358 (kΩ-cm)	Nominal Maximum Aggregate Size
High performance	4400 @28 days	0.40	4.5 to 7.5	29	No. 6

The partial replacement of Portland cement (PC) with fly ash or ground granulated blast furnace slag may exceed the percentages by weight specified in Subarticle M.03.01-3(c) for high performance concrete mixes. The ratio of volume of cement paste to total volume of concrete components shall be below 0.25 to reduce cracking.

Not less than 7 days prior to concrete placement, the Contractor shall submit a high performance concrete mix design, and furnish a Certified Test Report (CTR) in conformance with 1.06.07 to the Engineer for review. The CTR shall indicate the results of the resistivity and compression testing on 3 test specimens. At a minimum, the information listed in AASHTO T 358 Section 12 and AASHTO T 22 Section 9 must be included in the CTR.

Three 4 inch × 8 inch cylindrical test specimens shall be fabricated in accordance with AASHTO R 39 from concrete representing the proposed high performance concrete mix design by the Contractor and moist cured in a 100% relative humidity environment for 28 days. These samples shall be tested by a CCRL-accredited laboratory for resistivity in accordance with AASHTO T 358 after the 28 day curing period. Following testing for resistivity, the same cylinders may be tested for compressive strength by a CCRL-accredited laboratory in accordance with AASHTO T 22.

**6.01.05—Basis of Payment:** *Add the following:*

The pay factors specified for Standard and Modified Standard Mix classes with regard to air content and strength will apply to High Performance Concrete.

Pay Item	Pay Unit
High Performance Concrete	c.y.



## **ITEM #0601426A – CLASS “S” CONCRETE FOR HISTORIC BRIDGES**

Work under this item shall conform to the requirements of Section 6.01 supplemented and amended as follows:

**Article 6.01.01-Description:** Add the following:

Work under this item includes removing unsound, deteriorated concrete as delineated by the Engineer, and placing a historically replicated concrete repair material to restore the deteriorated concrete to a sound and historically accurate condition.

**Materials:** Materials shall conform to Section M.03 as modified herein below:

M.03.02 Mix Design Requirements is supplemented to include design mixes used on previous Merritt Parkway projects:

<b>Ingredient</b>	<b>Formula</b>	<b>Amount (lbs/cu. yd.)</b>
Lehigh White Cement, ASTM C150 Type I	0.1667	700.0
Lehigh Grey Cement, ASTM C150 Type I		
Damp graded custom concrete sand, ASTM C33 (Dry Basis)	0.310	1300.0
Iron Oxide pigment, ASTM C979	Trace	TBD
Trap Rock 3/8"	0.524	2200.0
<i>total</i>	~1	4200.0

Liquid additions:

315 lbs. or 37.8 gallons of water per cubic yard  
5 fl. Oz. of Air Entraining Admixture per cubic yard  
33 fl. Oz of Superplasticizer per cubic yard

w/c ratio = 0.45

The mix design shall attain a 28 day compressive strength ( $f'_c$ ) of 3,000psi.

**Subarticle M.03.01-5 – Admixtures:** Add the following:

Superplasticizing Admixtures: The superplasticizer admixture shall be a high-range water reducer (HRWR) capable of increasing the slump of the mix from approximately 2.5" to

7” 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 the Engineer. The use of this material shall be in strict accordance with the respective manufacture’s written instructions and procedures.

Color Pigments

Dry pigments are to be synthetic mineral oxides conforming to ASTM C979, “Standard Specification for Pigments for Integrally Colored Concrete”.

**Article 6.01.03 – Construction Methods:** Add the following;

**Submittals**

**Subarticle 6.01.03-6 – Consistency:** Add the following:

The concrete shall have a slump range 2-4 inches prior to the addition of the HRWR and from 6-8 inches slump after the addition of the HRWR. The addition rates of the air-entraining admixture (A.E.A.) and the HRWR will vary. Frequent field testing of the air content and slump prior to and after addition of the HRWR will be the determining factor of actual addition rates for each admixture.

**Subarticle 6.01.03-7 – Mixing Concrete:** Add the following:

For hand mixing of the concrete, the Contractor shall provide scale(s) approved by the Engineer in which cement and aggregate can be accurately weighed for the required mix proportions.

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

**Subarticle 6.01.03-21 – Surface Finish:** Delete the entire sub-article and add the following:

The external surface of all concrete shall be thoroughly worked during the operation of placing by means of tools of an approved type. The working shall be such as to force all coarse aggregate from the surface and thoroughly work the mortar against the forms to produce a smooth finish free from water and air pockets, segregated materials, or honeycomb. All horizontal surfaces shall be formed by placing an excess of material in the forms and removing or striking off such excess by means of a tool of an approved type, forcing the coarse aggregate below the mortar surface.

Immediately after the forms have been removed, all voids and honeycombs on the surface shall be filled and finished to conform to the surrounding concrete surface with a mortar of fine aggregate and Portland Cement of the same materials and coloration as that of the particular concrete being treated. This work shall be performed immediately after removal of forms and before the finishing process is started.

Following the filling of voids and honeycombs, concrete surface shall be given one of the following concrete finishes, similar to adjacent existing concrete surface, as indicated on the plans, or as directed by the Engineer. Generally but not in all cases, a Rubbed surface finish as described herein will be constructed on vertical exposed surfaces, and a Brush finish will be constructed on horizontal surfaces (eg., parapet tops, railing caps, bridge seats) as described herein.

**Rubbed Finish:**

As soon as the filling of voids and honeycombs has set sufficiently to permit it, the entire surface shall be thoroughly wet with a brush and rubbed with a No. 16 carborundum stone or an abrasive of quality, bringing the surface to a paste. The rubbing shall be continued sufficiently to remove all form marks and projections, producing a smooth dense surface without pits or irregularities.

The paste formed by the rubbing may be finished by carefully striping with a clean brush, or it may be spread uniformly over the surface and allowed to reset. Following the reset of the paste, the surface shall be finished by floating with a canvas, carpet-faced or cork float or rubbed down with dry burlap.

**Brush Finish:**

After the concrete has been struck off as described above, the surface shall be thoroughly worked and floated with a wooden, canvas, or cork float, the operation to be performed by skilled and experienced concrete finishers. Before this finish has set, the surface shall be lightly striped with a fine brush to remove the surface cement film, leaving a fine grained smooth, but sanded texture.

**Float Finish:**

After the concrete has been struck off as described above, the surfaces shall be thoroughly worked and finished with a rough carpet float or other suitable device, leaving the surface even, but distinctly sandy pebbled in texture.

**Ground or Terrazzo Finish:**

The upper surfaces of rail caps, parapets or other surfaces when indicated on the plans shall be finished by grinding with a carborundum stone, or equally good abrasive to a smooth dense, terrazzo finish.

Using a No. 16 carborundum stone or an abrasive of equal quality, the surface shall be ground dry or wet until it is smooth and individual pebbles and aggregate particle are cut and polished. The surface shall then be completely cleansed with water, the final rubbing done by means of a No. 30 stone. The finished surface shall present the texture of polished marble and shall show the various aggregate particles in polished outline.

**Tooled Finish:**

This finish, typically for panels and other like work, shall be produced by the use of pneumatic tools, bush-hammer, pick, Crandall or other approved tool. No tooling shall be done until the concrete has cured for at least fourteen (14) days but as long as needed to prevent the aggregate particles from being "picked" out of the surface. The finished surface shall show a grouping of broken aggregate particles in a matrix of mortar, each aggregate particle being in slight relief.

**Sand Blast Finish:**

This finish typically for panels and other like work, shall be produced by sand blast methods. No sand blasting shall be done until the concrete has cured for at least fourteen (14 days). The sand blasting must be done by means of approved equipment and in such a manner as to produce an even grained surface in which the mortar has been cut away, leaving the aggregate particles exposed.

**Wire Brush or Scrubbed Finish:**

This type of finish shall be produced by scrubbing the surface of "green" concrete with stiff wire or fiber brushes, using a solution of muriatic acid in the proportion of one (1) part acid to four (4) parts water. As soon as the forms are removed, the concrete surface shall be thoroughly and evenly scrubbed as described above until the cement film or surface is completely removed and the aggregate particles are exposed, leaving an even pebbled texture, presenting an appearance grading from that of fine granite to coarse aggregate, depending on the size and grading of aggregate used.

As soon as the scrubbing has progressed sufficiently to produce the required texture, the entire surface shall be washed thoroughly with water, to which a small amount of ammonia has been added, to remove to neutralize the affects of the acid.

**After Subarticle 6.01.03-24, add the following:****Material Storage:**

The Contractor shall store and maintain the A.E.A. and the HRWR materials in clean original containers as delivered by the manufacture.

**Repair Procedure:**

Prior to the Contractor removing any concrete, the Engineer will perform an inspection to determine the exact limits and locations of all areas to be repaired. The Contractor shall provide scaffolding as required for the Engineer's access for inspection. The Contractor shall not perform any repair work without prior approval of the Engineer for locations, limits and types of repairs.

After deteriorated concrete has been removed from the designated areas, the Contractor shall perform repairs in accordance with Class "S" Concrete Repair details on the Typical Concrete Repair Details drawing.

Prior to the application of the specified material(s), including any necessary surface preparation materials, the bridge must be cleaned in accordance with the item, "Clean Historic Concrete Bridge (Site No. 1)" and the cleaning must be approved by the Engineer.

Extreme care shall be taken where reinforcing steel is uncovered not to damage the steel or its bond in the surrounding concrete. Pneumatic tools shall not be placed in directed contact with reinforcing steel. Maximum 15 lb size hammers shall be used for general chipping and removal. Exposed reinforcing shall remain in place except where specifically indicated for removal by direction of the Engineer. If the existing reinforcing steel is severely corroded or damaged, the Engineer shall be notified immediately. Exposed patch areas, surfaces of reinforcing steel, application of product, and surface finishing techniques shall be prepared in accordance with this special provision.

No patch shall be placed until the Engineer has approved the repair type.

Adequate measures shall be taken by the Contractor to prevent concrete chips, tools and materials from entering into adjacent roadway lanes or dropping to areas below the structure. When using sandblasting equipment, all work shall be shielded for the protection of the public. All debris shall be promptly swept up, removed, and satisfactorily disposed of by the Contractor from the site.

The perimeter of each deteriorated area shall be delineated with a 1" deep saw cut or chiseled edge. When sawcutting the concrete, care shall be taken not to cut existing reinforcing. Loose, deteriorated and hollow sounding concrete shall be removed to sound concrete. The exposed surfaces shall be thoroughly sandblasted and vacuumed immediately prior to forming. Hollow areas in the existing concrete shall be completely exposed by chipping away back to sound concrete and thoroughly sandblasted and vacuumed immediately prior to forming. Exposed

reinforcing steel shall be sandblasted in accordance with SSPC-SP-6, Commercial Blast Cleaning, to remove all contaminants, rust and rust scale.

Removal of unsound concrete material shall be such to facilitate uniform placement of fresh concrete; all areas of excavated voids shall slope evenly out to within 1" of the face of the concrete to preclude entrapping air and forming hollow spots in the freshly placed concrete. Within 1" of the surface, the outline shall be perpendicular to the surface.

Where the existing reinforcing steel is severely corroded or damaged, it shall be cut out and replaced with new reinforcing steel of the same size with a minimum length for lap splices as required under the tension lap splice requirements set forth under the AASHTO Standard Specifications for Highway Bridges. If larger size bars are encountered, the Contractor shall notify the Engineer. When existing steel is determined by the Engineer to have insufficient cover, it shall be either replaced or adjusted as directed.

All compressed air equipment used in cleaning shall have properly sized and designed oil separators, attached and functional, to assure the delivery of oil free air to the nozzle. The surfaces to be patched, including exposed reinforcing, shall be free of oil, solvent, grease, dirt, dust, bitumin, rust, loose particles and foreign matter.

The Engineer will determine if the patch will also require a textured finish. The Contractor will design a patch that will replicate the color and texture of the clean surface of the existing concrete.

All excavated areas on vertical surfaces of concrete members shall be formed using forms coated with a plastic or similar film to preclude the use of form release agents. Forms and support systems shall be properly designed in accordance with M6.01.03-3. Forms shall be so designed that placement access shall be allowed at the top of each respective formwork assembly for contiguous void areas.

No bonding compounds shall be used before or during the placement of this concrete material. Concrete surfaces against which this material is to be placed shall be sound, tight, and thoroughly roughened by the removal and sandblasting procedures specified above. The exposed concrete surfaces shall be kept moist for at least twenty-four (24) hours prior to the placement of the concrete repair material.

Prior to forming vertical surfaces, 4x4 - 6 gauge reinforcing steel wire fabric conforming to the requirements of M.06.01-3 shall be installed at the proper depth to those areas greater than four (4) square feet and 3" deep or as approved by the Engineer. The fabric shall be tied to any exposed reinforcing steel or anchored to sound concrete with 1/4" powder actuated anchors such as the Hilti "Gunitite Slip" or W-6 Threaded Stud and Eye-Coupling or equivalent and as approved by the Engineer.

Placement of the fresh concrete shall be in the maximum height lifts possible under the circumstances and all freshly placed concrete shall be consolidated during placement with adequately sized and effective vibrators.

Following curing and stripping of forms, the exposed faces of new concrete patches shall be finished similarly to adjacent existing concrete surfaces, with a specific surface finish as indicated on the plans, or as directed by the Engineer, in accordance with the aforementioned requirements of this special provision.

Cured patches shall be sounded by the Engineer to detect the presence of any hollow spots. Such spots shall be removed and replaced by the Contractor at no additional cost to the State.

**Method of Measurement:** This work will be measured for payment by the number of cubic feet used in the acceptable patches. Where sound concrete has been unnecessarily removed, the excess material for the replacement patch will not be measured for payment.

**Basis of Payment:** This work will be paid for at the contract unit price per cubic foot for "Class "S" Concrete for Historic Bridges ", complete in place. The price shall include sawcutting, the removal of deteriorated concrete, cleaning and surface preparation of the patch areas, and cementitious primer. It shall also include scaffolding for access and Engineer inspection, debris shields, furnishing, placing, finishing, and proper curing of the concrete patch. All equipment, tools, labor, and incidentals necessary to complete the work shall also be included in the cost of this item.

Welded wire fabric and anchors will be paid for at the contract unit price for "Deformed Steel Bars."

<u>Pay Item</u>	<u>Pay Unit</u>
Class "S" Concrete for Historic Bridges	C.F.

## **ITEM #0601640A – 1” CLOSED CELL ELASTOMER**

### **Description:**

This item shall consist of furnishing and installing 1” Closed Cell Elastomer at joints indicated on the plans.

### **Materials:**

**Article M.03.01-6 Closed Cell Elastomer:** *Add the following*

Closed cell elastomer shall conform to ASTM D1056, Grade 2A2 or 2A3.

Closed cell elastomer shall be furnished in the largest strips available to reduce the number of pieces used. Larger sheets will make the closed cell elastomer more likely to remain in place and more difficult to remove or become dislodged.

Materials Certificate: The Contractor shall submit to the Engineer a Materials Certificate for the closed cell elastomer material in accordance with the requirements of Article 1.06.07.

### **Construction Methods:**

Closed cell elastomer shall be held securely in position while concrete is placed against it. Elastomer may be secured using adhesive on one face. The adhesive shall not react adversely with the elastomer. The edge of the closed cell elastomer shall be positioned such that it does not protrude from the surface of the concrete. Where beveled corners of concrete are shown, the closed cell elastomer shall extend only to the base of the bevel.

### **Method of Measurement:**

This work shall be measured for payment by the actual number of cubic inches of closed cell elastomer, installed and accepted in place, in accordance with the plans or as ordered by the Engineer.

### **Basis of Payment:**

This Work will be paid for at the contract unit price per cubic inch for “ 1” Closed Cell Elastomer”, complete and accepted in place, which price shall include all equipment and all other materials, tools, labor and work incidental thereto.

Pay Item  
1” Closed Cell Elastomer

Pay Unit  
C.I.



## **ITEM #0602910A - DRILLING HOLES AND GROUTING DOWELS**

**Description:** Work under this item shall consist of drilling holes in concrete and grouting dowels at the locations shown on the plans, in accordance with the plans, the manufacturer's recommendations, and as directed by the Engineer. For the purposes of this specification, a dowel is defined as a reinforcing bar.

**Materials:** The chemical anchoring material shall conform to Subarticle M.03.07.

**Construction Methods:** Before fabricating any materials, the Contractor shall submit manufacturer's specifications and installation for the chemical anchoring material to the Engineer for review in accordance with Article 1.05.02.

Holes for the dowels shall be located as shown on the plans. The holes shall clear the existing reinforcement and provide the minimum cover as shown on the plans. A pachometer shall be used to locate existing reinforcing steel. If existing reinforcing is encountered during the drilling operation, the holes shall be relocated and the uncompleted holes shall be filled with the chemical anchoring material and finished smooth and flush with the adjacent surface.

The depth and diameter of each hole shall be as shown on the plans. If the depth or diameter of a hole is not shown, the hole shall conform to the manufacturer's recommendations for the diameter of the dowel being anchored such that the grouted dowels will be able to develop, in tension, 100 percent of its specified yield strength.

Hole drilling methods shall not cause spalling, cracking, or other damage to the existing concrete. The weight of the drill shall not exceed 6 kg. Those areas damaged by the Contractor shall be repaired by him in a manner suitable to the Engineer and at no expense to the State.

Prior to placing the chemical anchoring material in the holes, the holes shall be cleaned of all dirt, moisture, concrete dust and other foreign material. The dowel and the chemical anchoring material shall be installed in the holes in accordance with the chemical anchoring material manufacturer's recommendations.

The Contractor, as directed by the Engineer, shall take adequate precautions to prevent any materials from dropping to the area below, which may result in damage to any existing construction or to adjoining property. Should any damage occur to the structure as a result of the Contractor's operations, the Contractor shall make repairs at his own expense. The repair work shall be approved in advance and shall be of a quality acceptable to the Engineer.

**Method of Measurement:** This work will be measured for payment by the number of drilled holes in which dowels are embedded and accepted.

**Basis of Payment:** This work will be paid for at the contract unit price each for "Drilling Holes and Grouting Dowels," which price shall include drilling and preparing holes, furnishing and installing the chemical anchoring material in the holes and all material, equipment, tools and labor incidental thereto.

The cost for furnishing dowels shall be paid for under the item "Deformed Steel Bars - Galvanized".

## **ITEM #0603474A – METALLIZING STRUCTURAL STEEL (SITE NO. 1)**

**Description:** Work under this item shall consist of the surface preparation, the shop application of a thermal spray (metallizing) coating, the shop application of a colored sealer coat of urethane, and the field touch-up as shown on the plans, or as directed by the Engineer and in accordance with these provisions. All work shall be done in the shop unless otherwise noted.

Unless otherwise directed by ConnDOT, the coatings to be applied are as follows:

1. Application: Metalize and seal all exterior exposed bridge overpass structural steel systems
2. The feedstock material used for metallizing must be one of the following: aluminum, zinc, 85/15 (Zn/Al) or 90/10 MMC.
3. The sealer coat to be applied over the metallizing is an acrylic urethane coating.

The General Contractor is responsible for coordinating the work to assure that the products of only one metallizing supplier and one sealer/paint manufacturer are utilized on the entire structure.

The Contractor(s) are required to implement and maintain programs and procedures which comply with the requirements of the specifications and all applicable Federal, state, and local OSHA and EPA standards and regulations. The Contractor is cautioned that it must comply with all applicable regulations even if the regulation is not specifically referenced herein. If a state or local regulation is more restrictive than the requirements of this specification, the more restrictive requirements prevail.

### **Pre-metallizing Meeting:**

- A. A mandatory pre-metallizing meeting will be held prior to the beginning of any metallizing work. This meeting will be held separately from other general construction meetings for the overall project.
- B. The following parties are required to attend this meeting: General Contractor, Metallizing Contractor, Coating Contractor, Thermal Spray Feedstock and Paint Manufacturer, Metallizing Equipment Manufacturer, Project Engineer, Paint Inspector, Test Laboratory, ConnDOT Personnel and other parties as deemed appropriate by the Engineer.

### **Reference Standards:**

- A. The latest edition of the following standards and regulations form a part of this specification.
  1. American Society for Testing and Materials (ASTM)
    - a. ASTM D1400, Standard Test Method for Non-Destructive

- Measurement of Dry Film Thickness of Non-Conductive Coatings Applied to a Non-ferrous Metal Base
- b. ASTM D3359, Standard Test Methods for Measuring Adhesion by Tape Test
  - c. ASTM D4138, Standard Test Method for Measurement of Dry Paint Thickness of Protective Coating Systems by Destructive Means
  - d. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
  - e. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages
  - f. ASTM D4417, Standard Test Methods for field Measurement of Surface Profile of Blast Cleaned Steel
  - g. ASTM D 4940, Standard Test Method for Conductimetric Analysis of Water-Soluble Ionic Contamination of Blasting Abrasive
2. American Welding Society
- a. ANSI/AWS C2.18-93 Guide for the Protection of Steel with Thermal Sprayed Coatings of Aluminum and Zinc and Their Alloys and Composites.
  - b. ANSI/AWS A5.33, "Specification for Solid and Ceramic Wires and Ceramic Rods for Thermal Spraying."
3. Code of Federal Regulations (CFR)
- a. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
  - b. 29 CFR 1926.104, Safety Belts, Lifelines, and Lanyards
  - c. 29 CFR 1926.105, Safety Nets
  - d. 29 CFR 1926.451, Scaffolding
  - e. Society for Protective Coatings (SSPC)
  - f. SSPC-SP 1, Solvent Cleaning
  - g. SSPC-SP 2, Hand Tool Cleaning
  - h. SSPC-SP 3, Power Tool Cleaning
  - i. SSPC-SP 10, Near White Metal Blast Cleaning
  - j. SSPC-PA 2, Measurement of Dry Film Thickness with Magnetic Gages
  - k. SSPC-VIS 1, Visual Standard for Abrasive Blast Cleaned Steel
  - l. SSPC-VIS 3, Visual Standard for Hand and Power Tool Cleaned Steel
  - m. SSPC-AB1, Abrasive Specification No. 1
  - n. SSPC-AB2, Specification for Cleanliness of Recycled Ferrous Metal Abrasives
  - o. SSPC-AB4, Newly Manufactured or Re-Manufactured Steel Abrasives
  - p. SSPC-QP1, Standard Procedure for Evaluating Qualifications of Painting Contractors: Shop Applicators
  - q. SSPC-CS 23.00, Guide for Thermal Spray Metallic Coating Systems

4. Equipment and Metallizing Material and Coating Manufacturers' Published Instructions

**Submittals:**

- A. Submit the following plans and programs to ConnDOT for review and acceptance a minimum of fifteen (15) days prior to metallizing.
- B. Surface Preparation/Metallizing and Sealing/Painting Plan
  1. Provide written procedures for the preparation of surfaces and the application of the metallizing and the urethane sealer. Also include a procedure for the repair and touch up of any damage that occurs to the newly applied metallizing or coatings.
  2. Provide a written QA/QC plan. Include quality control checkpoints for surface preparation, metalize application, adhesion testing of metallizing application and coating thickness measurements.
  3. Identify the metallizing and coating materials to be applied. Include manufacturer's name, product names, and product numbers. Provide Product Data Sheets, VOC levels for liquid coatings, MSD sheets, and written application instructions including mixing requirements, specified thinners, and thinner amounts for liquid coatings.
  4. Identify the type and brand name of the abrasive proposed for use.
  5. In the event of a conflict between the manufacturer's technical data and this section, this section will govern unless the manufacturer's requirements are more restrictive.
  6. Identify the thermal spray equipment to be used to apply the feedstock.
- C. Work Schedule - Provide a schedule for surface preparation, metallizing and sealing/painting. CONNDOT shall be notified a minimum of one week prior to starting work.
- D. ConnDOT Review
  1. Do not construe ConnDOT acceptance of Contractor submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work in strict accordance with the requirements of this section, or to adequately protect the health and safety of all workers involved in the project including any members of the public who may be affected by the project.
  2. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices and adherence to them.

**Superintendence by the Metallizing and Painting Contractors:**

- A. The Metallizing and Painting Contractors are responsible for supervising and directing the coating work efficiently using the best skills and attention, and are solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. Keep an experienced, competent, resident superintendent acceptable to ConnDOT on the project at all times. Do not replace the superintendent except under extraordinary circumstances, and only upon approval of the ConnDOT.
- C. The superintendent is the Metallizing and Painting Contractors' representative and must have the authority to act on behalf of the Contractor. All communications given to the superintendents are binding upon the Contractor.

**Contractor/Worker Qualifications:**

- A. The Metallizing Contractor shall be certified by the SSPC Painting Contractor Certification Program QP-3, entitled "*Standard Procedure for Evaluating Qualifications of Shop Painting Contractors*" in the *enclosed shop* category or be certified in the American Institute of Steel Construction (AISC) Sophisticated Paint Endorsement (SPE) category – *enclosed shop* P1 or *covered shop* P2. A list of approved contractors can be found on the AISC website at [www.AISC.org](http://www.AISC.org). The Metallizing Contractor shall be fully certified, including endorsements, for the duration of the time they are doing surface preparation and coating application.
- B. The complete coating system shall be applied in an enclosed shop except for field touch-up painting which shall be applied after all bolts are fully tensioned and deck form work removed. The enclosed shop shall be a permanent facility with outside walls to grade and a roof where surface preparation and coating activities are normally conducted in an environment not subject to outdoor weather conditions and/or blowing dust.
- C. All metallizing and coating work shall be performed by a Contractor with at least two years of experience performing metallizing of structural steel. Prior to the pre-metallizing meeting as per 1.02 A., the Contractor shall submit written documentation of at least three successful metallizing projects in the last three years. Information shall include the name of owner of each metallizing project, number and location of each job and year each job was completed. The Contractor shall possess knowledge and experience in all areas of the surface preparation and metallizing work. This documentation will be reviewed and verified by ConnDOT prior to beginning work on this project.

- D. Each spray operator shall be qualified to metalize according to ANSI/AWS C2.18-93. Any operator who does not show evidence of qualification shall not be allowed to spray.
- E. Technical Advisors: It is mandatory that the Contractor obtains the services of qualified technical advisors that represent the coating manufacturer, the thermal spray feedstock manufacturer, and the metallizing application equipment manufacturer. The Contractor shall make all necessary arrangements for technical advisor site visits. The technical advisors shall assist the Engineer and the Contractor in establishing the correct application methods for the metallizing and painting.

**Materials:**

Abrasives:

- A. Provide abrasives that are clean, dry, and sized properly to provide the surface profile required by this section.
- B. Use abrasives that are acceptable to ConnDOT. Abrasives shall be hard and sharp in order to produce an angular surface profile. Acceptable abrasives include, but are not limited to, angular aluminum oxide, angular steel grit and angular crushed slag. Silica sand shall not be used. Steel shot and other abrasives that produce a rounded surface profile shall not be used.
- C. Abrasives shall conform to the following:
  - 1. SSPC AB 1 for mineral slag abrasives
  - 2. SSPC AB 2 for recycled ferrous metal abrasives
  - 3. SSPC AB 3 for new steel abrasives

Coating Materials:

- A. Thermal Spray Feedstock - Provide the type and quantity of thermal spray feedstock needed to metalize all carbon steel surfaces in the field and then seal those surfaces.
  - 1. The zinc, aluminum, alloy or metal matrix composite (MMC) shall be manufactured for thermal arc spraying and shall have a chemical composition that meets the requirements that meets ANSI/AWS A5.33, "Specification for Solid and Ceramic Wires and Ceramic Rods for Thermal Spraying."
  - 2. The Contractor shall provide a certificate of the chemical composition of the feedstock from the feedstock supplier.

All exposed surfaces of the bridge structural steel shall be metallized and a colored sealer coat shall be applied.

- B. Colored Urethane Sealer – Provide the type and quantity of colored urethane sealer needed to seal all surfaces of the metallizing.
1. The seal coat shall be a urethane applied over all metallizing in accordance with the manufacturer's requirements. The products of Carboline Company and Sherwin Williams Company listed below are examples of the standard of quality to be achieved. Equivalent products of other manufacturers may be submitted to ConnDOT for consideration:
    - a. Carboline: *Carbothane 134 HG*
    - b. Sherwin Williams: *High Solid Polyurethane B65*
    - c. Devoe: *Devthane 379UVA*
    - d. Approved Equal.
  2. Use a single manufacturer to supply all thermal spray feedstock, and a single manufacturer to supply the coating materials and including thinners, additives, and touch-up coatings. Do not co-mix coating products or components produced by different manufacturers under any circumstances.
  3. Only use materials that are packaged and sealed, original, labeled containers bearing manufacturer's name, type of material, brand name, shelf life, batch number, and instruction for mixing and thinning.
  4. The urethane sealer color shall be that noted on the plans and shall be shop-applied. A color sample shall be provided to the Engineer for approval at least two weeks before shop application.

Caulking Materials:

When caulking is required, provide 100% solids material that is recommended by the coating manufacturer.

Surface Preparation, Thermal Spraying, and Painting Equipment:

- A. Provide thermal spray metallizing, and surface preparation and painting equipment in accordance with the requirements of this section.
- B. Use equipment and materials that are clean and sized properly to accomplish the work, including the required surface profile and finish as required by this section.
- C. The thermal spray equipment shall be gas or electric arc equipment set up,



calibrated, and operated in accordance with the manufacturer's written instructions. Proper set up and functioning of equipment shall be verified by performing tests in accordance with Part 3.02 F.3. of this section.

Personal Protective Equipment:

- A. Provide all of the necessary personal protective equipment (PPE) for the project to assure that workers are protected from hazards during surface preparation, metallizing, coating application, and clean-up activities.
- B. Furnish and have available to the Engineer, two new NIOSH/MESA approved thermal spray air respirators and other safety equipment needed to permit the inspection of ongoing metallizing/coating work.
- C. Repair or replace PPE as required to assure that it continues to provide its' intended purpose.

A color urethane sealer sample shall be provided to the Engineer for inspection and approval at least two weeks before shop application. The sample shall be applied to a 12" x 8" x 1/4" section of the same steel proposed for the bridge and shall be at least 6" square in cross section. The sample shall receive the same surface preparation and metalizing as the actual bridge. The sample will be evaluated for color and overall quality and appearance. The approved sample shall become the property of the State and shall serve as a mock-up to be used to assist in the approval of the coating for the finished bridge.

**Construction Methods:**

Surface Preparation:

- A. Weld Spatter, Sharp Edges, and Holes
  - 1. Remove slag, flux deposits, and weld spatter and steel irregularities such as fins, tears and slivers. Grind any resulting burrs smooth, including burrs around holes.
  - 2. All corners and edges shall be rounded to a 1/16-inch radius or chamfered to a 1/16-inch chamfer.
  - 3. Flame cut edges shall be ground over their entire surface such that any hardened surface layer is removed, and subsequent abrasive blast cleaning produces the specified surface profile depth.
- B. Pre-Surface Preparation Cleaning of Steel
  - 1. Prior to surface preparation, remove visible grease and oil, etc. from bridge surfaces in accordance with SSPC-SP 1 using only solvents or detergents acceptable to the coating manufacturer and ConnDOT. The use

- of pressurized water for this cleaning is also acceptable.
2. Use clean clothes for the final wiping.

C. Compressed Air Cleanliness

1. Provide compressed air that is free from moisture and oil contamination.
2. Verify the cleanliness of the compressed air by the white blotter test in accordance with ASTM D4285 at least once per shift for each compressor system. Sufficient freedom from oil and moisture is confirmed if soiling or discolorations are not visible on the paper.
3. If air contamination is evident, change filters, clean traps, add moisture separators or filters, or make adjustments as necessary to achieve clean, dry air.

D. Ambient Conditions: Do not conduct final surface preparation which exposes bare steel under damp environmental conditions or when the surface temperature is less than 5° F greater than the dew point temperature of the surrounding air.

E. Abrasives/Profile

1. Use clean, dry, uniformly graded recyclable steel or disposable abrasives for blast cleaning that are free of oil, soluble salts and other similar substances that could contaminate the blast cleaned surface.
2. Provide abrasive that is sized to produce a sharp, angular, uniform surface profile height of 3.0 to 4.0 mils, unless the requirements of the metallizing products are otherwise. Measure the profile using the Keane-Tator Surface Profile Comparator or Testex Replica Tape in accordance with ASTM D4417.

F. Pre-Production Test Sections

1. Prior to proceeding with production surface preparation operations, blast clean and metalize at least 9 square feet of steel surface.
2. Use the same metallizing equipment, set up, materials, and calibration and operating procedures in the test section(s) that will be used for the production operations.
3. Spray parameters should be set for spraying the submitted feedstock and at a minimum, be validated by passing a bend test as follows:
  - a. Spray five carbon steel coupons with approximate dimensions of 2 x 4 to 8 x 0.050 inches. The surface of the coupons should be prepared to the same degree as specified for the project. Bolt, bracket or otherwise fasten the coupons to larger pieces of stock during the blast cleaning and metallizing operations.
  - b. Spray metallizing 8 to 10 mils thick in a right angle cross hatch spray

passes laying down approximately 3 to 4 mils per pass.

4. Metallographic analysis of additional coupons may be required by ConnDOT to establish the suitability of the surface preparation and the thermal spray coating. Supply, prepare, and thermal spray coat these panels using the same materials, equipment and process parameters for the contract work at no additional cost to ConnDOT.
5. Provide safe access for close visual inspection and testing.
6. Do not proceed with production surface preparation activities until ConnDOT agrees that the surfaces of the test section have been prepared to conform with the requirements.

Sealer/Paint and Metallizing Material Storage, Mixing, and Handling:

A. Sealer/Paint and Metallizing Material Storage

1. Keep all containers unopened until required for use.
2. Store all sealer/paint, metallizing materials (i.e. feedstock wire), thinners, and solvents in accordance with OSHA regulations and the requirements of the manufacturer. Store the materials under cover, out of direct sunlight. Maintain the temperature between 40°F and 90°F, unless the requirements of the manufacturer are more restrictive.
3. Provide the size and number of fire extinguishers in proper proportion to the quantity of sealer/paint stored.
4. Do not permit smoking in sealer/paint storage, mixing, and application areas.
5. Do not open or mix sealer/paint in the storage area.
6. Do not return mixed sealer/paint to the storage area.
7. Bulk containers for solvents and thinners must be equipped with spring-loaded, self-closing, dispensing nozzles. Use Underwriter's Laboratories approved containers for transporting paint to mixing areas.
8. Use explosion-proof lighting fixtures.
9. Do not permit the accumulation of empty sealer/paint cans, combustibles, and other debris.
10. Maintain MSDS for all materials.

B. Mixing and Thinning of Sealer/Paint Materials

1. Verify that the sealer/paint to be mixed has not exceeded its' shelf life. When required by the manufacturer, warm paints stored at less than 40°F to above 50°F prior to mixing.
2. Utilize proper ventilation in the mixing area to prevent injury to workmen or the accumulation of volatile gases.
3. Mix all sealer/paint coatings in accordance with the requirements of the coating manufacturer.

4. Mix only complete kits of material. Mixing of partial kits is not allowed.
5. Do not use two component materials beyond the pot life established by the manufacturer's written instructions.
6. Thin sealer/paint in strict accordance with the coating manufacturer's written instructions. Use only those types, brands, and amounts of thinner recommended by the coating manufacturer. Limit the thinning to the minimum amount necessary to facilitate application except for the mist coat of urethane sealer applied over metallizing. Unless directed otherwise by the coating manufacturer, thin the sealer coating approximately 25% and first apply as a mist coat to seal the surface. When the mist coat has penetrated the metallizing, follow with the full coat with proper thinning.

Coating Application:

A. Quality of Surface Preparation

1. Verify that the surface exhibits the specified SSPC-SP10 degree of cleaning immediately prior to metallizing.
2. Apply the metallizing on the same work shift that cleaned the steel to bare metal. If bare steel is allowed to remain uncoated for more than six hours, or re-rusting is evident, re-clean the surface prior to metallizing.

B. Surface Cleanliness - Thoroughly clean the surface of each coat prior to the application of the next to remove overspray, spent abrasive, dirt, dust, and other interference material.

C. Grease/Oil - If grease or oil have become deposited on the bare steel or on the surface of any of the applied coats, remove by solvent cleaning in accordance with SSPC-SP1 prior to the application of the next coat.

D. Ambient Conditions -Apply metallizing and sealer/paint under the following conditions unless the requirements of the coating manufacturer are more restrictive.

1. Relative Humidity - Less than 85%.
2. Frost/Rain - Do not apply coatings to surfaces containing frost or during rain, fog, or similar conditions.
3. Remove and replace any coating that is damaged or marred from exposure to unacceptable conditions (e.g. rain or dew) prior to adequate curing.

E. Metallizing Application

1. The coating shall be applied in a neat and workmanlike manner, shall be applied uniformly, and shall be free of ridges or other defects. The

coating shall be applied by thermal spray employing multiple passes to achieve a thickness of 0.008 to 0.010 inches (8-10 mils). No single pass shall deposit more than 0.004 inches. Proper spray equipment set up, calibration, and operating procedures shall be verified by passing a bend test at the beginning of each work shift that metallizing is to be applied. Perform this bend test in accordance with Part 3.02 F.3 of this section.

2. In addition to the bend test, a cut test shall be performed at the end of each shift to confirm that metallizing is being properly applied. The cut test consists of a single cut 1.5 inches long through the thermal spray coating to the substrate without severely cutting the substrate. A cut shall be made with a hammer and sharp chisel. The chisel cut should be made at a shallow angle. The bond of the metallizing is considered unsatisfactory if any part of the metallizing lifts from the substrate along the cut.
3. Spraying shall be performed in a block pattern, typically 2 square feet or as per the equipment manufacturer's written recommendation. Overlapping spray passes to ensure uniform coverage, and produce the required thickness and uniformity. A minimum of two passes are required, overlapping and at right angles to each other. The gun shall be held at such a distance from the work surfaces so that the metal is still plastic on impact, typically 5 to 8 inches from the surface. The coating shall be firmly adherent and free from uncoated spots, lumps or blisters, and have a fine sprayed texture.
4. Special care shall be exercised to avoid contamination of surrounding areas or property by over spraying. Containment tarps should be used when spray application is performed.
5. The work area shall be properly ventilated to assure proper worker protection.

F. Metallizing Adhesion: Adhesion strength of the metallizing shall be 700 psi minimum as measured with approved equipment as per ASTM D4541 using apparatus under Annex A4. All adhesion test locations shall be re-metallized in accordance with this specification at no additional cost. Measurements shall be taken every 500 square feet. If adhesion is less than 700 psi but greater than 560 psi, four additional adhesion tests shall be made. If any of the additional adhesion tests are less than 700 psi, the coating shall be removed and re-applied at the Contractor's expense. Any adhesion test result less than 560 psi, will be grounds for the Contractor to remove the entire coating at their expense.

G. Sealer/Paint Application

1. Apply all sealer/paint by the methods shown below unless the methods recommended by the sealer/paint manufacturer are more restrictive. Apply the sealer/paint to all previously metallized surfaces. Do not allow the metallized surface to stand for longer than 8 hours before application

of the seal coat, and in no cases shall the seal coat be applied over visible oxidation of the metallizing.

2. Apply the sealer/paint in a two-coat operation, a mist coat and a full coat. Thin the mist coat up to the manufacturer's written maximum amount using the recommended thinner in order to penetrate the metallizing layer. Apply the full finish sealer/paint coat without thinning.
3. Airless or conventional spray application - If conventional spray is used, verify that the compressed air supply is clean and dry as determined by the blotter test. When spraying, use extreme care to avoid contamination of surrounding areas or property by overspray.
4. Brush or roller application - Brushes or rollers may be used to control overspray, or for localized application such as touch-up, in areas of limited accessibility for spraying, or for stripe coating.

#### H. Recoat Times for Liquid Coatings

1. Apply each coat only after the previous coat has been allowed to dry as required by the manufacturer's written instructions, but as soon as possible to minimize the length of time that the coating is exposed to dust and contamination.
2. Do not allow any coat to remain exposed for longer than fourteen (14) calendar days prior to overcoating.

#### I. Coverage and Continuity

1. Apply each coat to assure thorough wetting of the substrate or underlying coat, and to achieve a smooth, streamline surface relatively free of dryspray, overspray, and orange peel. Shadow-through, pinholes, bubbles, skips, misses, lap marks between applications, or other visible discontinuities in any coat are unacceptable. Runs or sags in liquid coatings may be brushed out while the material remains wet. If the discontinuities remain in the film after drying, remove and replace the defective coating as described later in the "Repair" section of this specification.
2. Thoroughly coat all surfaces with special attention to hard-to-reach areas, and irregular surfaces. Some configurations may require spraying from multiple directions to assure complete coverage.

#### J. Tint - Tint successive coats (if approved by the manufacturer), or use materials of sufficiently different color to facilitate proper coverage and to provide a visual distinction between coats.

#### K. Sealer/Paint Adhesion

1. Apply sealer/paint in such a manner to assure that they are well-adherent

to each other and to the underlying surface. If the application of any coat causes lifting of an underlying coat, or there is poor adhesion between coats or to the substrate, remove the coating in the affected area to adjacent sound, adherent, coating, and reapply the material.

2. If sealer/paint adhesion is suspect, conduct adhesion tests in accordance with ASTM D3359 or ASTM D4541 as directed by ConnDOT and repair all test areas. The acceptance criteria for the testing will be established by ConnDOT and the coating manufacturer. Replace all defective coating that is revealed by the testing.

L. Wet Film Thickness - Use wet film thickness gages in accordance with ASTM D4414 to verify the thickness of each liquid coat at the time of application.

M. Dry Film Thickness

1. Apply each coat to the thicknesses specified below:

Metallizing	8 to 10 mils
Urethane Sealer	<u>2 to 4 mils</u>

TOTAL SYSTEM	10 to 14 mils
--------------	---------------

2. Measure the thickness of each coat using nondestructive magnetic dry film thickness gages. Comply with SSPC-PA2 for the calibration and use of the gages, and the frequency of thickness measurements. Spot readings both 20% above and 20% below the thicknesses shown above are permitted, provided the average thicknesses are within the specified tolerances.
3. If there are questions regarding the non-destructive measurements of coating thickness, a Tooke Gage (destructive scratch gage) may be used when authorized by ConnDOT. Conduct measurements in accordance with ASTM D4138, but limit its' use to a minimum of locations. Mark and repair all damage caused by the destructive testing, whether created by ConnDOT or the Contractor.
4. Apply additional coating to areas of insufficient thickness with care to assure that all repairs blend in with the surrounding material.
5. Unless directed otherwise by ConnDOT, remove excessive coating thickness and reapply the affected coat(s).

Repair of Film Discontinuities and Damage to Coating System after Erection:

After erection, the Engineer will inspect the structure for damage. Any damage to the coating system shall be repaired as soon as possible to prevent further deterioration of the coating system or corrosion of the steel. Repairs shall be made to the satisfaction of the Engineer as described below.

- A. Surface Preparation of Film Discontinuities or Damage
  - 1. Remove localized film discontinuities (e.g., runs, sags, shadow-through, etc.) or damage and corrosion by solvent cleaning in accordance with SSPC-SP 1 followed by sanding or power tool cleaning.
  - 2. In damaged metalized areas, if the repair operation exposes the substrate, remove all loose material and prepare the steel in accordance with SSPC-SP 5 and achieve a uniform and dense surface profile of 2 to 4 mils.
  - 3. If the substrate is not exposed, remove all loose material and prepare the surface in accordance with SSPC-SP 3.
  
- B. Feathering of Repair Areas
  - 1. Feather the existing material surrounding each repair location. Feather for a distance of 1 to 2 inches to provide a smooth, tapered transition into the existing intact coating.
  - 2. Verify that the edges of coating around the periphery of the prepared areas are tight and intact by probing with a putty knife in accordance with the requirements of SSPC-SP3. Roughen the existing coating in the feathered area to assure proper adhesion of the repair coats.
  
- C. Coating Application
  - 1. When the bare substrate is exposed in the repaired area, apply the metallizing and urethane sealer/paint.
  - 2. When the repair does not extend to the bare substrate, apply only the seal coats.
  - 3. Maintain the thickness of the system in overlap areas within the specified total thickness tolerances.

Inspection:

- A. ConnDOT may inspect any or all phases of the Work to verify that it is in accordance with the requirements of this section. Facilitate this inspection as required, including allowing ample time for the inspections and access to the work. Inspections may include, but are not limited to, surface preparation, pre-painting cleanliness, paint application, dry film thickness, film appearance and continuity, and adhesion.
  
- B. The presence or activity of ConnDOT inspections in no way relieves the Contractor of the responsibility to comply with all requirements of this Section and to provide adequate inspections of its' own.
  
- C. Furnish, until final acceptance of the coating system, all equipment and



instrumentation needed to inspect all phases of the work.

Inspection Prior to Final Acceptance:

- A. Prior to final acceptance, defined in accordance with Connecticut Standard Specifications for Roads, Bridges and Incidental Construction Form 817 (2016) Section 1.08.14, the Engineer will order a final inspection to be conducted by ConnDOT. Provide for all aspects of this inspection (i.e. access, rigging, safety traffic control, trafficman, etc.) and participate in this inspection with ConnDOT. All at no additional cost to ConnDOT.
- B. Repair, at no cost to ConnDOT, all locations where the coating exhibits debonding, cracking, holidays, rusting, or other such defects. Perform all repairs in accordance with this Section and the coating manufacturer's written instructions.

**Method of Measurement:** Surface preparation, metallizing and urethane sealing/painting of the structural steel are based on lump sum pay items and will not be measured for payment.

**Basis of Payment:** The structural steel covered by this Specification, incorporated in the completed and accepted structure, will be paid for at the contract lump sum price under Item No. "060347xA – Metallizing Structural Steel (Site No. X)." Color metallizing samples submitted for approval will not be measured for payment, but shall be included in the lump sum price of this item. Included also in the lump sum price is the cost of shipping the samples to the Engineer for approval and the shipping and disposal cost of rejected samples. Should the metallizing or sealer/coating require repair due to damage or defect, the cost of such repair shall be included in the lump sum price.

Payment for the furnishing, fabricating, transporting to and from the metallizing shop of all steel will be included under the Item No. "0603061 - Structural Steel (Site No. 1)." Payment for furnishing, fabricating and transporting to and from the metallizing shop elastomeric bearing pads whose load plates are to be metallized will be included under the item, "Elastomeric Bearing Pads."

A schedule of values shall be submitted to ConnDOT for review and comment prior to application of the metallizing coating.

Pay Item

Pay Unit

Metallizing Structural Steel (Site No. 1)

L.S.

## **ITEM #0603726A – EMBEDDED GALVANIC ANODES**

**Description:** This item includes furnishing all labor, tools, materials, equipment and services necessary to properly install embedded galvanic anodes within concrete patches at locations where deteriorated concrete has been removed from existing structure elements in order to perform concrete repairs.

Embedded galvanic anodes are designed to provide localized corrosion protection. The anodes shall be selected and placed at the appropriate spacing along the perimeter of concrete patches or along the interface between new/existing concrete in order to mitigate the formation of new corrosion sites and arrest active corrosion within the existing concrete in adjacent areas.

**Materials:** The galvanic anodes shall be supplied by one of the following:

1. Vector Corrosion Technologies, Inc.  
3822 Turman Loop, Suite 102  
Wesley Chapel, FL 33544  
Tel: (813) 830-7566  
Website: [www.vector-corrosion.com](http://www.vector-corrosion.com)
2. Sika Corporation  
201 Polito Avenue  
Lyndurst, NJ 07071  
Tel: (800)-933-7452  
Website: [www.sikaconstruction.com](http://www.sikaconstruction.com)
3. BASF Corporation  
889 Valley Park Drive  
Shakopee, MN 55379  
Tel: (800)-243-6739  
Website: [www.basf.com](http://www.basf.com)
4. Euclid Chemical Company  
19215 Redwood Road  
Cleveland, OH 44110  
Tel: (800)-321-7628  
Website: [www.euclidchemical.com](http://www.euclidchemical.com)

For the purpose of this specification, an anode shall be defined as having a minimum zinc content of 5.6 oz. (160 grams). Anodes shall primarily consist of zinc and shall conform to the requirements of ASTM B418, for Type II (Z13000) and ASTM B6, for Special High Grade (Z13001) with an iron content of 15 ppm or less. The tie wires shall be un-spliced wires with loop ties at the ends for directly tying to the reinforcing steel.

**Construction Methods:** The Contractor shall submit Working Drawings in accordance with 1.05.02, showing specifics of the chosen anode system and installation, for the Engineer's review. The Working Drawings shall include, but not be limited to:

- The specifics of each anode unit (size, material properties, etc.).
- 
- Reinforcing bar size and spacing for each structure component in which anodes are to be placed and corresponding steel density. Reinforcing density may be obtained using the tables in the appendix to this special provision. Density shall be based on assumed reinforcing density based on As-Built drawings or actual observed reinforcing steel within exposed repair areas.
- 
- If the actual observed reinforcing density is different than the assumed density, once the deteriorated concrete is removed, then the layout and spacing of the anodes will be revised accordingly, as directed by the technical representative and as approved by the Engineer.
- 
- Schematic plans showing the layout of anodes and minimum spacing based on the reference tables provided in the appendix to this special provision, for a variety of repair configurations and reinforcing steel densities.

Anodes shall not be installed until the Working Drawings have been reviewed and approved.

A technical representative of the Manufacturer shall be notified of the scheduled installation of the anodes a minimum of 2 weeks in advance and be present to provide direction and assistance for the initial installations of anodes in concrete patches and succeeding anode installations until the Contractor becomes proficient in the work and to the satisfaction of the Engineer. The work for this item shall be performed in accordance with the Manufacturer's product specification and installed per the project details and as recommended by the technical representative of the Manufacturer.

Perform all deteriorated concrete removal, patch work, and cleaning of reinforcing steel as governed elsewhere within these contract documents. Tools, equipment, and techniques used to prepare the patch locations for installation of the anodes shall be approved by the Engineer prior to the start of construction. Reinforcing steel shall be clean and securely fastened together with tie wire to provide good electrical conductivity.

The Contractor shall supply a multi-meter and shall test the connections between anodes and reinforcing steel for electrical continuity, as directed by the technical representative. The Contractor shall place additional tie wires or re-tie connections as directed to provide the required continuity.

Install anodes and repair material immediately following preparation and cleaning of the steel reinforcement to prevent significant surface rust from forming.

Galvanic anodes shall be installed along the perimeter of the repair or interface as specified on the plans and in the approved Working Drawings. Anode spacing alterations may be proposed by the technical representative to account for variations in the reinforcing steel density, the level of chloride in the structure and the corrosiveness of the local environment. Such proposed changes in spacing shall be submitted for approval and shall only be permitted in writing by the Engineer. All approved deviations from the approved Working Drawings shall be accurately documented as As-Built. Any changes shall maintain sufficient clearance between anodes and substrate to allow repair material to encase the anode.

Secure the galvanic anodes to the reinforcing bars along the patch edge as shown on the plans, using the anode tie wires. The tie wires shall be wrapped around the cleaned reinforcing steel and twisted tight to allow little or no free movement.

Provide sufficient clearance between anodes and substrate to allow repair material to encase anode. It is recommended to provide 2 inches of concrete cover over the anodes to prevent the finished patch from sounding hollow, when hammer-tapped. If less concrete cover is expected, place anode beside or beneath the bar and secure it to clean reinforcing steel. If sufficient concrete cover exists, the anode may be placed along a single bar or at the intersection between two bars and secured to each clean bar. Because anodes are used, concrete cover over the bars need not be built out when cover is at least one inch (25 mm).

Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm,  $\Omega$ ) or potential (mV) with a multi-meter. Electrical connection is acceptable if the DC resistance measured with multi-meter is less than 1  $\Omega$  or the DC potential is less than 1 mV.

Confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established with the addition of steel tie wires. Electrical continuity between test areas is acceptable if the DC resistance measured with multi-meter is less than 1  $\Omega$  or the potential is less than 1 mV.

Prior to placing repair materials, pre-wet the concrete surface and the anodes to achieve a saturated surface dry condition. Do not soak the anodes for greater than 20 minutes (or less if specified by the Manufacturer). Repair concrete shall have a resistivity of 15,000 ohm-cm or less, to allow the galvanic cell to be completed. Repair concrete that exceeds this value will be considered on a case-by-case basis after consulting with the Technical Representative of the anode supplier.

**Method of Measurement:** For the purpose of measurement, each single anode meeting the definition of an anode in the Materials article above will be counted as one for payment. Anodes must be properly installed, tested and accepted in accordance with these specifications, the contract plans and supplemental requirements of the Manufacturer's technical representative, before they are counted.

**Basis of Payment:** This work will be paid for at the Contract unit price, per each for “Embedded Galvanic Anodes”, complete and accepted in place, which price shall include all applicable materials, equipment, tools, and labor incidental thereto. The preparation of Working Drawings, the services of a technical representative, material application training and testing of installed anodes shall also be included in the Contract unit price.

**Pay Item**  
Embedded Galvanic Anodes

**Pay Unit**  
EA

**APPENDIX TO**  
**ITEM #0603726A – EMBEDDED GALVANIC ANODES**

<b>MINIMUM ANODE SPACING</b> Based on 160g Zinc Mass	
Steel Density Ratio	Minimum Anode Spacing (Inches)
< 0.31	24
0.31 - 0.60	20
0.61 - 0.90	16
0.91 - 1.20	14
1.21 - 1.50	10
1.51 - 1.80	8
1.81 - 2.10	6

Enter Column 1 in the table above with the Steel Density Ratio from TABLE OF REINFORCING STEEL DENSITY RATIOS. Select the minimum anode spacing in Column 2.

TABLE OF REINFORCING STEEL DENSITY RATIOS					
Bar Size (#)	Spacing (Inches)	5			
		6	9	12	18
5	6	0.65	0.55	0.49	0.44
	9	0.55	0.44	0.38	0.33
	12	0.49	0.38	0.33	0.27
	18	0.44	0.33	0.27	0.22
6	6	0.72	0.61	0.56	0.50
	9	0.59	0.48	0.43	0.37
	12	0.52	0.41	0.36	0.31
	18	0.46	0.35	0.29	0.24
7	6	0.79	0.68	0.62	0.57
	9	0.63	0.52	0.47	0.41
	12	0.56	0.45	0.39	0.34
	18	0.48	0.37	0.32	0.26
8	6	0.85	0.74	0.69	0.63
	9	0.68	0.57	0.51	0.46
	12	0.59	0.48	0.43	0.37
	18	0.50	0.39	0.34	0.28
9	6	0.92	0.81	0.75	0.70
	9	0.72	0.61	0.56	0.50
	12	0.62	0.51	0.46	0.40
	18	0.52	0.41	0.36	0.31

How to Use the Table of Reinforcing Steel Density Ratios:

1. Enter the table with the first bar size and spacing in the top two rows. Highlight that column.
2. Enter the bar size and spacing in the transverse direction in the first two columns. Highlight that row.
3. Follow the column and row to their intersection and read the reinforcing steel density in that cell.
4. Enter the Anode Spacing Table with the Reinforcing Steel Density to select the minimum anode spacing.



TABLE OF REINFORCING STEEL DENSITY RATIOS					
Bar Size (#)	Spacing (Inches)	6			
		6	9	12	18
5	6	0.72	0.59	0.52	0.46
	9	0.61	0.48	0.41	0.35
	12	0.56	0.43	0.36	0.29
	18	0.50	0.37	0.31	0.24
6	6	0.79	0.65	0.59	0.52
	9	0.65	0.52	0.46	0.39
	12	0.59	0.46	0.39	0.33
	18	0.52	0.39	0.33	0.26
7	6	0.85	0.72	0.65	0.59
	9	0.70	0.57	0.50	0.44
	12	0.62	0.49	0.43	0.36
	18	0.55	0.41	0.35	0.28
8	6	0.92	0.79	0.72	0.65
	9	0.74	0.61	0.55	0.48
	12	0.65	0.52	0.46	0.39
	18	0.57	0.44	0.37	0.31
9	6	0.98	0.85	0.79	0.72
	9	0.79	0.65	0.59	0.52
	12	0.69	0.56	0.49	0.43
	18	0.59	0.46	0.39	0.33

How to Use the Table of Reinforcing Steel Density Ratios:

1. Enter the table with the first bar size and spacing in the top two rows. Highlight that column.
2. Enter the bar size and spacing in the transverse direction in the first two columns. Highlight that row.
3. Follow the column and row to their intersection and read the reinforcing steel density in that cell.
4. Enter the Anode Spacing Table with the Reinforcing Steel Density to select the minimum anode spacing.

TABLE OF REINFORCING STEEL DENSITY RATIOS					
Bar Size (#)	Spacing (Inches)	7			
		6	9	12	18
5	6	0.79	0.63	0.56	0.48
	9	0.68	0.52	0.45	0.37
	12	0.62	0.47	0.39	0.32
	18	0.57	0.41	0.34	0.26
6	6	0.85	0.70	0.62	0.55
	9	0.72	0.57	0.49	0.41
	12	0.65	0.50	0.43	0.35
	18	0.59	0.44	0.36	0.28
7	6	0.92	0.76	0.69	0.61
	9	0.76	0.61	0.53	0.46
	12	0.69	0.53	0.46	0.38
	18	0.61	0.46	0.38	0.31
8	6	0.98	0.83	0.75	0.68
	9	0.81	0.65	0.58	0.50
	12	0.72	0.57	0.49	0.41
	18	0.63	0.48	0.40	0.33
9	6	1.05	0.89	0.82	0.74
	9	0.85	0.70	0.62	0.55
	12	0.75	0.60	0.52	0.45
	18	0.65	0.50	0.43	0.35

How to Use the Table of Reinforcing Steel Density Ratios:

1. Enter the table with the first bar size and spacing in the top two rows. Highlight that column.
2. Enter the bar size and spacing in the transverse direction in the first two columns. Highlight that row.
3. Follow the column and row to their intersection and read the reinforcing steel density in that cell.
4. Enter the Anode Spacing Table with the Reinforcing Steel Density to select the minimum anode spacing.

TABLE OF REINFORCING STEEL DENSITY RATIOS					
Bar Size (#)	8				
	Spacing (Inches)	6	9	12	18
5	6	0.85	0.68	0.59	0.50
	9	0.74	0.57	0.48	0.39
	12	0.69	0.51	0.43	0.34
	18	0.63	0.46	0.37	0.28
6	6	0.92	0.74	0.65	0.57
	9	0.79	0.61	0.52	0.44
	12	0.72	0.55	0.46	0.37
	18	0.65	0.48	0.39	0.31
7	6	0.98	0.81	0.72	0.63
	9	0.83	0.65	0.57	0.48
	12	0.75	0.58	0.49	0.40
	18	0.68	0.50	0.41	0.33
8	6	1.05	0.87	0.79	0.70
	9	0.87	0.70	0.61	0.52
	12	0.79	0.61	0.52	0.44
	18	0.70	0.52	0.44	0.35
9	6	1.11	0.94	0.85	0.76
	9	0.92	0.74	0.65	0.57
	12	0.82	0.64	0.56	0.47
	18	0.72	0.55	0.46	0.37

How to Use the Table of Reinforcing Steel Density Ratios:

1. Enter the table with the first bar size and spacing in the top two rows. Highlight that column.
2. Enter the bar size and spacing in the transverse direction in the first two columns. Highlight that row.
3. Follow the column and row to their intersection and read the reinforcing steel density in that cell.
4. Enter the Anode Spacing Table with the Reinforcing Steel Density to select the minimum anode spacing.

TABLE OF REINFORCING STEEL DENSITY RATIOS					
Bar Size (#)	Spacing (Inches)	9			
		6	9	12	18
5	6	0.92	0.72	0.62	0.52
	9	0.81	0.61	0.51	0.41
	12	0.75	0.56	0.46	0.36
	18	0.70	0.50	0.40	0.31
6	6	0.98	0.79	0.69	0.59
	9	0.85	0.65	0.56	0.46
	12	0.79	0.59	0.49	0.39
	18	0.72	0.52	0.43	0.33
7	6	1.05	0.85	0.75	0.65
	9	0.89	0.70	0.60	0.50
	12	0.82	0.62	0.52	0.43
	18	0.74	0.55	0.45	0.35
8	6	1.11	0.92	0.82	0.72
	9	0.94	0.74	0.64	0.55
	12	0.85	0.65	0.56	0.46
	18	0.76	0.57	0.47	0.37
9	6	1.18	0.98	0.88	0.79
	9	0.98	0.79	0.69	0.59
	12	0.88	0.69	0.59	0.49
	18	0.79	0.59	0.49	0.39

How to Use the Table of Reinforcing Steel Density Ratios:

1. Enter the table with the first bar size and spacing in the top two rows. Highlight that column.
2. Enter the bar size and spacing in the transverse direction in the first two columns. Highlight that row.
3. Follow the column and row to their intersection and read the reinforcing steel density in that cell.
4. Enter the Anode Spacing Table with the Reinforcing Steel Density to select the minimum anode spacing.

## **ITEM #0603924A – RECYCLABLE ENCAPSULATED ABRASIVE MEDIA CLEANING**

**Description:** Work under this item consists of cleaning and surface preparation of steel and other metal components by the removal of coatings, paints, markings, graffiti, rust, dirt, organic matter, and other substances by the methods specified herein. Surfaces to be cleaned shall be those limits as shown on the plans and as directed by the Engineer in accordance with this specification.

### **Materials:**

Recyclable Encapsulated Abrasive Media: Shall conform to the requirements of SSPC-AB 4.

The following sponge blast system (equipment, components, and sponge media) have been pre-approved and shall be provided by:

Sponge-Jet, Inc.  
14 Patterson Lane  
Newington, NH 03801  
Phone: 603-610-7950  
E-mail: sjadmin@spongejet.com  
Web Page: www.spongejet.com

### **Construction Methods:**

#### Submittals:

1. **Product Identification:** Before the work begins, submit to the Engineer two copies of manufacturer's product literature, application instructions, and material safety data sheets for all products to be used.
2. **Manufacturer's approved list of application equipment** to be used on this project.
3. **Safety Plan:** A written plan of action which covers all operational requirements for safe preparation of the surfaces and handling, storage, and disposal of materials. Plan requirements will comply with applicable government regulations.

#### Job Conditions:

1. All equipment, material, and appliances required for the completion of the work shall be located and operated off-site so as to provide for maximum efficiency, safety of the public and all persons employed at the site, and to prevent damage to all new and existing construction.
2. The Contractor shall provide the Engineer and Conservator with access to all work.
3. Where conditions are uncovered that are not anticipated by the Specifications, the Contractor shall notify the Engineer immediately before any treatment is undertaken.

Quality Control:

1. Manufacturer's Representation: A technical representative of the Sponge-Jet system shall be contracted to review all samples. He shall be present for up to two days at the start of surface preparation for paint removal from metal surfaces.
2. Inspection and Testing
  - A. Contractor shall permit the Engineer to collect samples of materials as required. These samples may be laboratory tested to evaluate that the process is not damaging the treated surfaces.
  - B. Contractor shall permit the Engineer to perform petrographic or other inspections on treated surfaces.
3. Failure to maintain and use the specified materials and equipment as specified for use shall be reason for the immediate termination of the Contract.

Protection and Safety Considerations:

1. Any materials damaged by the process shall be repaired to the satisfaction of the Conservator in a timely manner without additional cost to the State.
2. Contractor shall ensure substrate is not damaged during application or removal of protection materials. All protection materials shall be carefully and thoroughly removed upon completion of the work.
3. Comply with all applicable safety codes and regulations that govern the work, including city, state, OSHA, EPA and disposal regulations.
4. Workers, Pedestrians, Animals, Plants, Automobiles, Other Property, Etc.
  - A. The work required herein include the use of materials that can harm, workers, other persons, animals, plants, and damage automobiles, etc.
  - B. The Contractor shall be responsible for protecting workers, pedestrians, animals, plants, automobiles, and other persons and objects that are vulnerable to damage by the treatment operations.
  - C. Any damage caused by the treatment operation shall be the responsibility of the Contractor and shall result in no additional cost to the State. All liability associated with such damage shall be borne by the Contractor.

Storage:

Store products properly as required by law and in a secure location designated and/or approved by Owner.

Equipment:

1. 375 CFM or larger air compressor delivering not less than 110-120 psi clean, dry air (refer to ASTM D4285-83(12))
2. Media Feed Unit as manufactured by Sponge-Jet.
3. Media Classifier as manufactured by Sponge-Jet, Inc.
4. Minimum 2" inside diameter bull hose.
5. 1 ¼ inch ID blast hose and accompanying deadman controls and connection lines.
6. #8(1/2 inch) blast nozzle.

Contractor Qualifications:

The Contractor's workmen performing this work must have at least three years proven experience in the operation of Sponge-Jet equipment. Supervisory personnel shall have not less than three years' experience in supervising this type of work. All apprentices shall be under the direct supervision of an experienced supervisor.

Preparation for Test Surface Evaluations and Production Work:

Prior to beginning cleaning operations, the Contractor shall perform a "Blotter Test" performed per ASTM D4285 to ensure that the surface being cleaned will not be stained or contaminated. In addition, abrasives shall be sampled and tested before work begins in accordance with ASTM D7393 to determine the presence of oil in abrasives. Additional testing for oil may be conducted once surface preparation has begun and at any other time as directed by the Engineer.

Test Surface Evaluations:

For paint removal from metal surfaces and coating removal from concrete surfaces, the Contractor shall perform cleaning and surface preparation on test surfaces of a size, type and location as directed by the Conservator. The following guidelines shall be followed:

1. Test surfaces to be prepared will be used as a standard of quality and workmanship. Such surfaces shall be protected from contamination until all surface preparation has been completed and accepted.
2. The test surfaces shall be a true example of the treatment that will be used for actual construction, using specified equipment, media and pressures. The test evaluation shall be performed by the same personnel who will perform the overall work.
3. A test evaluation at each location shall be performed for each specified media type, grit and pressure. Sponge Jet's technical representative shall recommend the media type and grit for the initial tests, starting with less abrasive material and less pressure first. Care shall be taken in selecting the media so as not to cause irreparable damage to the surface.
4. The test shall not continue with the selected media, grit and pressure if the surface preparation is determined by the Conservator to be too harsh. More than one test may be required to achieve an acceptable result. Variations in media, grit and pressure, shall be recommended by the technical representative until the desired result is achieved. The distance of the nozzle from the surface may also be varied where possible, to achieve acceptable results.

Production Work:

Treat surfaces with the Sponge-Jet system in accordance with the system supplier's recommendations and in accordance with the media application and pressures approved during test evaluation. Media shall be contained and collected and may be recycled as allowed by the technical representative unless doing so results in surface preparation that is unacceptable.

Keep work area in a clean and orderly condition at all times during the progress of the work. Remove rubbish, barriers, dirt, debris, tools, equipment, and unused materials from the site each day. Remove all treatment materials and empty containers from the site each day.

Coordinate surface preparation and surface coating to ensure that surfaces that have been prepared are suitable for coating at the time coating is to be applied. If the surface is not suitable for coating, the Contractor shall prepare unsuitable surfaces again at no additional cost and coat them in a timely manner.

After treatment has been completed, remove and properly dispose of all protection including all tape, polyvinyl sheets, and strippable mask.

**Method of Measurement:** This work will be measured for payment by the square foot of prepared surface accepted by the Engineer. The prepared surface will be measured as the rectangular area bounded by the perimeter of the grille. Both front and rear surfaces will be measured for payment.

**Basis of Payment:** This work will be paid for at the contract unit price per square foot for “Recyclable Encapsulated Abrasive Media Cleaning,” completed and accepted, and shall include all materials, equipment, all labor incidental thereto, and all costs associated with manufacturer’s representation.

Removal of surface coatings determined to contain lead will be paid for under this item using the equipment and media specified herein. The enclosure, collection and disposal of lead waste material and lead-contaminated materials will be included for payment in the item, “Lead Compliance for Miscellaneous Exterior Tasks,” which specification will govern all aspects of this work.

Pay Item

Pay Unit

Recyclable Encapsulated Abrasive Media Cleaning

S.F.



## **ITEM #0606001A – CEMENT RUBBLE MASONRY**

### Description:

This item shall consist of approved fieldstone, laid in full mortar beds, constructed in such shapes and at such places as indicated on the Plans or where directed, and in accordance with these specifications.

This masonry construction shall be performed by competent and experienced masons. The stone mason required for this project shall have demonstrated skills in rehabilitation of historic stone structures. The stone mason shall have a minimum of five (5) years' experience working on similar historic stone structures. The Contractor shall demonstrate by submittal with the bid, the documented skills of the mason, by describing three (3) historic masonry projects completed, along with the responsibility of the stone mason on those projects. At least three (3) references for the work performed by the stone mason shall be submitted with the bid documents to document this experience.

### **Materials:**

The mortar for this work shall conform to Article M.11.04, modified as follows:

**Sand** - Sand shall be rounded, natural, not manufactured sand. The sand provided shall produce a mortar that matches in color and texture the existing mortar. Pigments are not allowed. Samples of the proposed sand shall be submitted for approval to the Engineer prior to beginning work. Mortar work will not be authorized to proceed until such time that a suitable sand is submitted and approved.

**Lime** - Lime shall conform to ASTM C-207, Type S, hydrated lime for masonry purposes.

**Cement** - Gray and white cements may be blended to achieve the matching historic coloration, as approved by the Engineer. Type II Portland Cement generally yields mixtures lighter in color than Type I. The alkali content shall not exceed 0.60 percent.

**Water** - Water shall be potable and free from acids, alkalis and organic materials.

**Mortar** - Mortar shall consist of three (3) parts lime to six (6) parts sand and two (2) parts cement by volume. Water shall be added to form the proper consistency but shall not exceed five and one half (5 1/2) gallons of water per one bag of cement. Mortar shall match existing mortar in the structure in both color and texture and shall be approved by the Engineer prior to being incorporated into any work.

**Stone** - The stone shall consist of fieldstones that have been previously dislodged from the structure and salvaged or, if necessary, closely matching stones. Stones to be reused shall be hard and durable and free from structural defects that would impair its strength or durability.

The surface finish of reused stones shall match that of those in the existing adjacent work.

If any new stone is required, it shall be of the same type as those in the existing structure and shall match the surface finish of existing adjacent stones

Supplier of stone shall guarantee their supply amount is at least twice that necessary to complete the Project.

### **Construction Methods:**

The masonry shall be constructed in the location and to the dimensions shown on the Plans or as ordered.

All stone shall be set by competent and experienced masons.

**1 - Dressing Stone:** All necessary dressing or shaping shall be done before the stone is laid in the wall. No dressing or hammering which will loosen the stone will be permitted after it is placed. Stone at angles or at ends of walls shall be roughly squared and dressed to the required lines. The bottom bed shall be the full size of the stone, and no stone shall have an overhanging top. In rock-faced work the exposed surface of any stone shall not present an excessively undercut contour adjacent to its bottom arris giving a top-heavy, unstable appearance when laid.

Holes for dowels or ties or for handling stone shall not be permitted to show in exposed surfaces.

**2 - Mixing Mortar:** Dry ingredients shall be measured by volume and thoroughly mixed before the addition of any water. Half the necessary water may then be added, followed by mixing for approximately 5 minutes. Water should then be added in small portions until a mortar of the proper consistency is reached. The total volume of water necessary may vary from batch to batch, depending on weather conditions. Mortar shall be used within 30 minutes of final mixing, and "re-tempering", or adding additional water after the final mix is prepared, will not be permitted. The use of admixtures such as, but not limited to, antifreeze compounds or air entraining additives will not be permitted. Bonding agents are also prohibited.

Mortar shall closely resemble that in the existing, adjacent stonework on the bridge.

**3 - Laying Stone:** Stone shall not be laid when the air temperature in the shade and away from artificial heat is 40 F or below and falling, except with the permission of the Engineer and subject to such conditions as he may impose.

Stone masonry shall be so constructed as to closely resemble the existing stonework on the structure. Stone shall be laid without regularity of coursing but well-bonded and fitted together.

Each stone shall be cleaned and thoroughly saturated with water before being set. Stone shall not be dropped on or slid over the wall, but shall be carefully set without jarring stone already laid and shall be handled with a lewis or other appliance which shall not cause disfigurement.

All stones shall be well bedded in freshly made mortar and settled in place with a suitable wooden maul before mortar sets. Whenever possible, the face joints shall be properly pointed before the mortar becomes set. Joints which cannot be so pointed shall be prepared for pointing by raking them out to a depth of about 2 inches before mortar has set. The face surfaces of stone shall not be smeared with the mortar forced out of joints or that used in pointing. No hammering, rolling or turning of stones will be allowed on the wall. Precautions shall be taken to prevent seepage of moisture, through or from the beds and joints, which may cause discoloration of the exposed surfaces.

Beds and joints in masonry shall closely resemble those in existing adjacent work.

**4 - Resetting:** In case any stone is moved or the joint broken, the stone shall be taken up, the mortar thoroughly cleaned from bed and joints, and the stone reset in fresh mortar.

**5 - Joints:** Joints shall be pointed or raked to match the appearance of existing adjacent stonework.

**6 - Pointing:** Pointing shall only be performed when the temperature of the stones is between 40 degrees (F) and 95 Degrees (F). If the ambient temperature is likely to fall below 40 degrees (F) at any time within 24 hours after placement, the following procedures shall be followed:

1. Heat mixing water to a temperature of 70 degrees (F) to 110 degrees F.
2. Cover and insulate the recently placed work so as to maintain 50 degrees (F) or more for 72 hours.
3. Do not use chemicals, antifreeze or salts to lower the freezing point of water or mortar, or to accelerate hardening.

Prior to placing mortar in a joint, the joint shall be rinsed with a jet of water to remove dust or loose materials. At the time of filling, the joints should be damp with no standing water present.

Where the joint is greater than one (1) inch in depth, the deeper areas should be filled first, compacting the new mortar in several layers.

The back of the joint shall be filled successively by applying mortar in 1/4 inch lifts packing it in well. This application may extend for several feet in either direction. As soon as the mortar has reached thumb print hardness, another 1/4 inch layer of mortar may be applied.

The procedure shall be repeated until the joint is flush with the level of the adjacent, existing mortar joints. When the final layer is thumb print hard, the joint shall be tooled. Tooling of the mortar shall be done at the proper time to avoid discoloration of the mortar and to assure proper bonding. The joints shall be tooled to match the appearance of the adjacent existing mortar joints.

The intentional buildup of mortar and removal by bristle brush to match adjacent, existing mortar joints shall be avoided. If necessary, immediately after tooling, excess irregularities in mortar shall be removed with a bristle brush. Within 2 hours after mortar is tooled, excess mortar around the joint shall be removed with a stiff bristle brush. If the mortar has hardened, cleaning may be accomplished by using a wooden handle or chisel if necessary. Power tools will not be allowed.

**7 - Curing:** Keep mortar damp for at least 72 hours after pointing to prevent quick setting shrinkage. Do not direct a stream of water at any mortar for a least 48 hours after it has been placed. In hot or dry weather, the pointed masonry shall be protected from the sun and kept damp for a period of at least three days after completion.

**8 - Cleaning:** After mortar has fully hardened (28 Days), thoroughly clean exposed masonry surfaces of excess mortar and foreign matter using natural bristle brushes and clean water. Sand blasting or acid cleaning is not permitted.

**Method of Measurement:**

The quantity of cement rubble masonry shall be the computed cubic yardage, completed and accepted, in accordance with the Plans and Special Provisions, based on the neat lines indicated on the plans and as ordered by the Engineer. Projections beyond the neat lines indicated will not be included.

**Basis of Payment:**

Cement rubble masonry will be paid for at the contract unit price per cubic yard for "Cement Rubble Masonry" complete in place, which price shall include all materials, equipment, tools and labor incidental thereto, including any new stones required, and truss wire for reinforcement.

<u>Pay Item</u>	<u>Pay Unit</u>
Cement Rubble Masonry	C.Y.

## **ITEM #0609001A – REPOINTED MASONRY**

**Description:** Work under this item shall consist of preparing existing joints and installing new mortar in selected areas of historic bridges as directed by the Engineer. Work will include removal of existing mortar, preparing the joints, installing new mortar and finishing with the proper profile.

The Contractor to perform this work shall demonstrate a minimum of five (5) years of successful repointing experience in masonry restoration projects for historic structures. The Contractor shall provide names, dates, and locations of a minimum of three (3) similar projects.

**Testing:** Prior to commencing repointing, Contractor will sample the existing mortar for testing and analysis by a qualified petrographer or architectural conservator per ASTM C 1324 “Standard Test Method for Examination and Analysis of Hardened Masonry Mortar”. Examination will provide a sample of the sands and aggregates that are a component of the sampled mortar. The information gathered by this test will inform the replication design mix for the replacement mortar.

**Materials:** Replacement mortar to be selected based on above mentioned tests. Proposed Mortar samples are to be submitted to the Engineer for review and approval before proceeding to full-scale repair work.

**Construction Methods:** Prior to removal or repointing activities, erect temporary protection to contain dust, mortar and debris from persons and motor vehicles from harm. Reprint mortar joints and repair masonry when air temperature is between 40 and 90 degrees F and is predicted to remain so for at least 7 days after the completion of work.

**Demonstration Test Area:** Prior to commencing the repointing operations, the Contractor shall install a trial application of the proposed repointing methods on a portion of the wingwall or abutment face, as directed by the Engineer. The surface area of the cleaning demonstration test shall be approximately four (4) by four (4) feet in area. The demonstration test area shall be cleaned using methods, materials and means previously submitted and approved.

The production work of repointing the bridge masonry shall not begin without approval from the Engineer of the methods, materials, and equipment used. The evaluation by the Engineer of the acceptability of the Contractor’s proposed repointing will include a seven (7) day observation period after completion of the repointing to allow the mortar to cure.

### **Preparation:**

1. Remove deteriorated and unsound mortar in areas directed by Engineer to a depth that is 2 to 2 1/2 times the width of the mortar joint, but not less than 3/4-inch in depth or not less than is required to expose sound, unweathered mortar. Measure depth of removal from the surface of the existing sound mortar profile. When removing mortar, exercise caution not to damage the adjacent masonry. Power

masonry saws may be used along the middle of the joint, however, final mortar removal from the sides of the joints shall be done with pneumatically-powered chisels or with a hand chisel and hammer.

2. Blow loose mortar and dust out of prepared joints with oil-free compressed air.
3. Rinse mortar joints with potable water to remove dust and residual mortar particles. While the masonry is still damp, but free of pooled water, install first lift of new mortar. Install mortar in lifts that are 1/4-inch thick, allowing each lift to cure to “thumbprint” hardness before installing the successive lift.
4. Tool final lift to the profile directed by the Engineer. If the existing masonry has worn or rounded edges, slightly recess the finished mortar joint from the face of the masonry to avoid creating a joint that is wider than the original. Do not allow mortar to spread over the edges of the exposed masonry.
5. Cure mortar by maintaining in a thoroughly damp condition for at least 72 hours. Allow mortar to cure for at least 28 days before beginning cleaning work on the historic bridge.

**Method of Measurement:** This work will be measured for payment by the number of square yards of repointed masonry measured in place.

**Basis of Payment:** This work will be paid for at the contract unit per square yard for “Repointed Masonry”, which price shall include the removal of existing, testing deteriorated mortar, preparation and installation of new mortar and all material, equipment, tools and labor incidental thereto.

Pay Item

Repointed Masonry

Pay Unit

S.Y.

**ITEM #0707009A – MEMBRANE WATERPROOFING (COLD LIQUID ELASTOMERIC)**

**Description:** Work under this item consists of furnishing and installing a seamless elastomeric waterproofing membrane system applied to a concrete or steel surface as shown on the plans, in accordance with this specification and as directed by the Engineer. Work shall also include conditioning of the surface to be coated and all quality-control testing noted herein.

The completed membrane system shall be comprised of a primer coat followed by the membrane coating which is applied in one or two layers for a minimum total thickness of 80 mil (2 mm), an additional 40 mil (1mm) membrane layer with aggregate broadcast into the material while still wet, and a bond coat of bitumen-based adhesive material.

**Materials:** The Contractor shall select a waterproofing membrane system from the Department's current Qualified Product List (QPL) for Spray-Applied Membrane Waterproofing System. All materials incorporated in the works shall meet the Manufacturer's specification for the chosen system. The Engineer will reject any system that is not on the QPL.

**Materials Certificate:** The Contractor shall submit to the Engineer a Materials Certificate for the primer and membrane and bond coat material in accordance with the requirements of Article 1.06.07.

**Construction Methods:** At least ten days prior to installation of the membrane system, the Contractor shall submit to the Engineer, the manufacturer's recommended procedure for preparing the deck surface, pre-treatment or preparing at cracks and gaps, treatment at curbs, vertical surfaces or discontinuities, applying the primer and membrane, and placing of aggregated coat. Procedures shall also include recommended repairs of system non-compliant issues identified during application. The system shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.

A technical representative, in the direct employ of the manufacturer, shall be present on-site immediately prior to and during application of the membrane. The representative shall inspect and approve the surface prior to priming, and provide guidance on the handling, mixing and addition of components and observe application of the primer and membrane. The representative shall perform all required quality-control testing and remain on the Project site until the membrane has fully cured.

All quality-control testing, including verbal direction or observations on the day of the installation, shall be recorded and submitted to the Engineer for inclusion in the Project's records. A submittal of the quality-control testing data shall be received by project personnel prior to any paving over the finished membrane or within 24 hours following completion of any staged portion of the work.

1. **Applicator Approval:** The Contractor's membrane Applicator shall be fully trained and licensed by the membrane manufacturer and shall have successfully completed at least three spray membrane projects in the past five years. The Contractor shall furnish references from those projects, including names of contact persons and the names, addresses and phone numbers of persons who supervised the projects. This information shall be submitted to the Engineer prior to the start of construction. The Engineer shall have sole authority to determine the adequacy and compliance of the submitted information. Inadequate proof of ability to perform the work will be grounds to reject proposed applicators.

2. **Job Conditions:**

(a) **Environmental Requirements:** Air and substrate temperatures shall be between 32°F (0°C) and 104°F (40°C) providing the substrate is above the dew point. Outside of this range, the Manufacturer shall be consulted.

The Applicator shall be provided with adequate disposal facilities for non hazardous waste generated during installation of the membrane system. The applicator shall follow safety instructions regarding respirators and safety equipment.

(b) **Safety Requirements:** All open flames and spark producing equipment shall be removed from the work area prior to commencement of application.

"No Smoking" signs shall be visibly posted at the job site during application of the membrane waterproofing.

Personnel not involved in membrane application shall be kept out of the work area.

3. **Delivery, Storage and Handling:**

(a) **Packaging and Shipping:** All components of the membrane system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the products type and batch number.

(b) **Storage and Protection:** The Applicator shall be provided with a storage area for all components. The area shall be cool, dry and out of direct sunlight and shall be in accordance with the Manufacturer's recommendations and relevant health and safety regulations.

Copies of Material Safety Data Sheets (MSDS) for all components shall be kept on site for review by the Engineer or other personnel.



- (c) Shelf Life - Membrane Components: Packaging of all membrane components shall include a shelf life date sealed by the Manufacturer. No membrane components whose shelf life has expired shall be used.

4. Surface Preparation:

- (a) Protection: The Applicator shall be responsible for the protection of equipment and adjacent areas from over spray or other contamination. Parapets and bridge joints shall be masked prior to application of the materials.
- (b) Surface Preparation: Sharp peaks and discontinuities shall be ground smooth. The surface profile of the prepared substrate is not to exceed 1/4 inch (6 mm) (peak to valley) and areas of minor surface deterioration of 1/2 inch (13 mm) and greater in depth shall also be repaired. The extent and location of the surface patches require the approval of the Engineer before the membrane system is applied.

Surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae, growth, laitance, friable matter, dirt, bituminous products, and previous waterproofing materials. If required, degreasing shall be done by detergent washing in accordance with ASTM D4258.

The surface shall be abrasively cleaned, in accordance with ASTM D4259, to provide a sound substrate free from laitance.

Voids, honeycombed areas, and blow holes on vertical surfaces shall be repaired in the same manner.

All steel components to receive membrane waterproofing shall be blast cleaned in accordance with SSPC SP6 and coated with the membrane waterproofing system within the same work shift.

5. Inspection and Testing: Prior to priming of the surface, the Engineer, Applicator and Manufacturer's technical representative shall inspect and approve the prepared substrate.

- (a) Random tests for deck moisture content shall be conducted on the substrate by the Applicator at the job site using a "Sovereign Portable Electronic Moisture Master Meter," a "Tramex CMEXpertII Concrete Moisture Meter" or approved equal. The minimum frequency shall be one test per 1000 s.f. (100 sq.m) but not less than three tests per day per bridge. Additional tests may be required if atmospheric conditions change and retest of the substrate moisture content is warranted.

The membrane system shall not be installed on substrate with a moisture content greater than that recommended by the system's manufacturer, but shall not be greater than 6%, whichever is less.

- (b) Random tests for adequate tensile bond strength shall be conducted on the substrate using an adhesion tester in accordance with the requirements of ASTM D4541. The minimum frequency shall be one test per 5,000 s.f. (500 sq.m) but not less than three adhesion tests per bridge.

Adequate surface preparation will be indicated by tensile bond strengths of primer to the substrate greater than or equal to 150 psi (1.0 MPa) or failure in a concrete surface and greater than or equal to 300 psi (2.1 MPa) for steel surfaces.

If the tensile bond strength is lower than the minimum specified, the Engineer may request additional substrate preparation. Any primer not adequately applied shall be removed and a new primer applied at the Contractor's expense, as directed by Engineer.

- (c) Cracks and grouted joints shall be treated in accordance with the Manufacturer's recommendations, as approved or directed by the Engineer.

#### 6. Application:

- (a) The System shall be applied in four distinct steps as follows:
  - 1) Substrate preparation and gap/joint bridging preparation
  - 2) Priming
  - 3) Membrane application
  - 4) Membrane with aggregate
- (b) Immediately prior to the application of any components of the System, the surface shall be dry (see Section 5a of this specification) and any remaining dust or loose particles shall be removed using clean, dry oil-free compressed air or industrial vacuum.
- (c) Where the area to be treated is bound by a vertical surface (e.g. curb or wall), the membrane system may be continued up the vertical, as shown on the plans or as directed by the Engineer.
- (d) The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results, in accordance with the Manufacturer's recommendations or as approved or directed by the Engineer.
- (e) A neat finish with well defined boundaries and straight edges shall be provided by the Applicator.
- (f) Primer: The primer shall consist of one coat with an overall coverage rate of 125 to 175 s.f./gal (3.0 to 4.3sq.m/1) unless otherwise recommended in the manufacturer's written instructions.

All components shall be measured and mixed in accordance with the Manufacturer's recommendations.

The primer shall be spray applied using a single component spray system approved for use by the Manufacturer. If required by site conditions and allowed by the manufacturer, brush or roller application will be allowed.

The primer shall be allowed to cure tack-free for a minimum of 30 minutes or as required by the Manufacturer's instructions, whichever time is greater, prior to application of the first lift of waterproofing membrane.

Porous concrete (brick) may require a second coat of primer should the first coat be absorbed.

- (g) Membrane: The waterproofing membrane shall consist of one or two coats for a total dry film thickness of 80 mils (2 mm). If applied in two coats, the second coat shall be of a contrasting color to aid in quality assurance and inspection.

The membrane shall be comprised of Components A and B and a hardener powder which is to be added to Component B in accordance with the Manufacturer's recommendations.

The substrate shall be coated in a methodical manner.

Thickness checks: For each layer, checks for wet film thickness using a gauge pin or standard comb-type thickness gauge shall be carried out typically once every 100 s.f. (9 sq.m). Where rapid set time of the membrane does not allow for wet film thickness checks, ultrasonic testing (steel surfaces only), calibrated point-penetrating (destructive) testing, in-situ sampling (cutout of small sections for measuring thicknesses), or other methods approved by the Engineer shall be employed for determination of dry film thickness. The measured thickness of each and every individual test of the membrane shall be greater than or equal to the required thickness.

Bond Strength: Random tests for adequate tensile bond strength shall be conducted on the membrane in accordance with the requirements of ASTM D4541. The minimum test frequency shall be one test per 5,000 s.f. (500 sq.m) but no less than three adhesion tests per bridge. Adequate adhesion will be indicated by tensile bond strengths of the membrane to the substrate of greater than or equal to 150 psi (0.7 MPa) or failure in a concrete surface and greater than or equal to 300 psi (2.1 MPa) for steel surfaces.

Spark Testing: Following application of the membrane, test for pin holes in the cured membrane system over the entire application area in accordance with ASTM D4787- "Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates."

Conduct the test at voltages recommended by the manufacturer to prevent damage to the membrane.

Repair the membrane system following destructive testing and correct any deficiencies in the membrane system or substrate noted during quality-control testing in accordance with the manufacturer's recommendations to the satisfaction of the Engineer at no additional cost to the State.

- (h) Repairs: If an area is left untreated or the membrane becomes damaged, a patch repair shall be carried out to restore the integrity of the system. The damaged areas shall be cut back to sound materials and wiped with solvent (e.g. acetone) up to a width of at least four inches (100 mm) on the periphery, removing any contaminants unless otherwise recommended by the manufacturer. The substrate shall be primed as necessary, followed by the membrane. A continuous layer shall be obtained over the substrate with a four inches (100 mm) overlap onto existing membrane.

Where the membrane is to be joined to existing cured material, the new application shall overlap the existing by at least four inches (100 mm). Cleaning and surface preparation on areas to be lapped shall be as recommended in the manufacturer's written instructions.

- (i) Aggregated Finish:
- 1) Apply an additional 40 mil (1 mm) thick layer of the membrane material immediately followed by an aggregate coating, before the membrane cures, at a rate to fully cover the exposed area. The membrane and aggregate shall be fully integrated after the aggregate has been applied and the membrane cured.
  - 2) Localized areas not fully coated shall be touched-up with additional membrane and aggregate as needed.
  - 3) Remove loose and excess aggregate from the surface to the satisfaction of the Engineer and dispose of properly after application prior to allowing traffic onto finished surface or application of tack coat.

- (j) Bond Coat:  
Prior to application of a bituminous concrete overlay, the aggregated finish shall be coated with a bonding material. The bonding material shall be per the membrane waterproofing manufacturer's recommendations.

7. Final Review: The Engineer and the Applicator shall jointly review the area(s) over which the completed System has been installed. Any irregularities or other items that do not meet the requirements of the Engineer shall be addressed at this time.

**Method of Measurement:** The quantity to be paid for under this item shall be the number of square yards (square meters) of waterproofed surface completed and accepted.

**Basis of Payment:** This item will be paid for at the contract unit price per square yard (square meter) of “Membrane Waterproofing (Cold Liquid Elastomeric),” complete in place, which price shall include all surface preparation, furnishing, storing and applying the system, technical representative and quality control tests, and any necessary repairs and remediation work as well as all materials, equipment, tools, labor incidental to this work.

<u>Pay Item</u>	<u>Pay Unit</u>
Membrane Waterproofing (Cold Liquid Elastomeric)	s.y. (sq.m)

**ITEM #0751821A – 6’ STRUCTURE UNDERDRAIN**

Work under this item shall conform to the requirements of Section 7.51 amended as follows:

**7.51.01 - Description:** *Add the following sentence:*

This item shall also include the furnishing and installing of aluminum flashing of the width and shape shown on the plans.

**7.51.02 - Materials:** *The following materials shall be included:*

Metal Flashing shall be Aluminum conforming to the specifications of ASTM B209.

Adhesive: Adhesive shall be suitable to provide a strong bond between concrete and aluminum flashing and between sheets of lapped aluminum flashing.

**7.51.03 - Construction Methods:** *Add the following:*

The flashing shall be formed with a loop as shown on the plans to accommodate expansion and contraction of the bridge relative to the backwall and wingwalls. The Contractor shall glue aluminum flashing to the deck ends by completely covering the bond area with adhesive. The flashing shall be installed at the corner of the deck and wingwall first. No adhesive shall be applied to the backwall or wingwall to allow the flashing to move with expansion and contraction of the bridge. Flashing that is lapped over other flashing for continuity shall be lapped at least two feet horizontally. Adhesive shall be placed between the layers of flashing to ensure that they remain sealed. Where pvc weepholes project through the flashing, adhesive shall be placed around the opening to seal against water penetrating through the hole and behind the flashing.

**7.51.04 - Method of Measurement:** *Add the following:*

Aluminum flashing will not be measured for payment, but will be included in the general cost of this item.

**7.51.05 - Basis of Payment:** *Add the following:*

Aluminum flashing and adhesive will be included for payment at the contract unit price per linear foot for “6” Structure Underdrain,” complete in place, which price shall include all materials, tools, equipment and work incidental thereto.

Pay Item  
6” Structure Underdrain

Pay Unit  
l.f.

## **ITEM #0904050A – TWO TUBE RETROFIT BRIDGE RAIL**

**Description:** Work under this item shall consist of the furnishing, fabrication, hot-dip galvanizing, and installation of steel two-tube retrofit bridge rail system as shown on the plans, as directed by the Engineer and in accordance with these provisions.

### **Materials:**

#### **1. Structural Steel:**

(a): The structural-tube railing including splice and expansion sleeves shall be made from structural tubing in accordance with ASTM A500, Grade B or ASTM A501. Tube sections shall be hot-dip galvanized after fabrication in accordance with the requirements of ASTM A123.

(1): Charpy V-Notch Impact Testing: Structural steel comprising the two-tube retrofit bridge rail shall meet the Charpy V-Notch impact requirements of ASTM A370.

(b): The posts and any other shapes and/or plates shall be made from structural steel in accordance with ASTM A709 Grade 36 (ASTM A709M, Grade 205). The posts shall be galvanized in accordance with ASTM A123.

**2. Rail Post Anchor Bolts:** Rail Post Anchor bolts shall conform to the requirements of ASTM A325 (A325M), 120 ksi (830MPa) minimum tensile strength. Nuts shall conform to ASTM A563, Grade B hex, washers shall conform to ASTM F436. Anchor bolts, nuts and washers shall be hot-dip galvanized in accordance with ASTM A153.

**3. Other Bolts and Nuts:** All other bolts and nuts shall conform to the requirements of ASTM A307. Nuts shall conform to ASTM A563, Grade B hex, washers shall conform to ASTM F436. Bolts, nuts and washers shall be hot-dip galvanized in accordance with ASTM A153.

**4. Molded Pads:** Molded pads shall be manufactured from new unvulcanized elastomer and unused synthetic fibers, with a weight proportion of fiber content equal to approximately one-half of the total weight of the pad. The pads shall be formed into single sheets of 1/8”(3mm) minimum thickness, with a tolerance of plus or minus 10 percent. Pads shall have a Shore A Durometer hardness within the range of 70 to 90.

The Contractor shall furnish a Materials Certificate in conformance with the requirements of Article 1.06.07 for the following materials: rails, rail sleeves, support brackets, post connections devices, rail splices, preset anchorages, bolts, washers and molded pads.

### **Construction Methods:**

**1. General fabrication requirements:** The two-tube bridge rail system shall be fabricated and assembled in accordance with Sections 6.03.03-3 through 6.03.03-6. The cost of inspection of shop welds shall be considered included in the cost per linear foot of the subject item.

All welds shall be accomplished before any component is galvanized. Any welding after galvanizing will be cause for rejection of that particular component.

Tubular components, rail posts, and other shapes and/or plates shall be hot-dip galvanized in accordance with ASTM A123 following fabrication.

The railings shall be accurately fabricated and installed as shown on the plans. Lengths of rail elements shall be continuous over a minimum of four rail posts wherever possible and in no case less than two. Welding of two or more rails to form an element will not be allowed. Rail splices shall be located between the support brackets. Splice bars shall have a sliding fit in the rail sections.

2. **Welding requirements:** Steel welding shall be in accordance with the American Welding Society “Structural Welding Code-Steel, ANSI/AWS D1.1-2006.
3. **Shop Plans:** Shop plans shall be submitted to the Engineer in accordance with the requirements of Article 1.05.02-3, prior to the fabrication of any material. The drawings shall include material lists, and material designations.
4. **Fabrication Initiation – Notice to Engineer:** The Contractor shall provide the Engineer a minimum of two (2) weeks prior notice to the structural fabrication of the two-tube retrofit bridge rail and galvanizing. Work shall not be initiated until the Engineer has been notified and their representative is on-site.
5. **Installation:** The two-tube bridge rail shall be carefully adjusted prior to fixing in place to insure proper matching at abutting joints and correct alignment throughout its length. All bolts shall be securely tightened. Bolts, nuts and washers shall receive touch-up galvanizing where necessary after final tensioning. Careful attention shall be given to bolted connections to ensure that all bolts, nuts and washers are fully galvanized and that no gaps are left uncoated.
6. **Touch-up:** Touch-up for damaged areas that extend back to the steel surface of the galvanized bridge rail, (such as scratches, gouges or nicks) shall conform to the requirements of ASTM A780.

The open ends of the bridge rail shall be closed using end caps.

**Method of Measurement:** This work will be measured for payment by the number of linear feet of two-tube retrofit bridge rail, completed and accepted.

**Basis of Payment:** The work will be paid for at the contract unit price per linear foot for “Two Tube Retrofit Bridge Rail” complete in place which price shall include all material, equipment, tools and labor incidental thereto. Any shifting of temporary precast concrete barrier for the



purpose of enlarging the work zone will not be paid for and shall be considered incidental to the work.

Pay Item

Two Tube Retrofit Bridge Rail

Pay Unit

L.F.

## **ITEM #0910052A - MERRITT PARKWAY GUIDERAIL**

**Description:** Work under this item shall consist of a single steel-backed timber rail element fastened to steel posts and the appropriate treatment at fixed objects, bridge parapets and terminal ends as shown on the plans. It shall be erected in the locations sited and fabricated in conformity with the designations, dimensions and details shown on the plans or as ordered by the engineer.

### **Materials:**

1. **Steel:** All steel posts, back-up rails, splice plates and channel rubrails which are to be used as “Weathering Steel”, shall meet the requirements of ASTM A588. The fabricator shall notify the manufacturer that it is “Weathering Steel” (structural steel for use in bare, unpainted applications) and that the steel shall not be marked with paint or steel die stamped, but identification shall be stenciled with permanent ink. The dimensions of each component shall conform to the plans and ASTM A6. All steel posts shall be galvanized after fabrication to meet the requirements of ASTM A123 and conform to the galvanizing limits and tolerances shown on the plans. A single  $\frac{3}{4}$ ” diameter hole may be drilled 2” from the top of each post, in the center of the web, to facilitate the galvanizing process on the bottom of all posts.
2. **Timber:** All timber rail and block-out components shall conform with the following:
  - a) Commercial lumber grade No. 1 or better after treatment;
  - b) AASHTO M 168;
  - c) Minimum stress rating of 1350 psi
  - d) Rough sawn (non-planed) or S4S (surface four side) Southern Yellow Pine or Douglas Fir- Larch with nominal dimensions as indicated on the plans. Variations in the size of any dimension shall not be more than  $\pm \frac{1}{4}$ ”
  - e) All timber components shall be pressure treated with CCA or ACZA depending on species supplied conforming to AWPA Standard P5 to a minimum net retention of 0.60lb/cubic foot in the assay zone in accordance with AWPA Standard C14.
  - f) All timber components shall be fabricated (including but not necessarily limited to cutting, drilling, dapping and chamfering) prior to treatment.
  - g) All timber components shall be free of excess preservative and solvent at the conclusion of the treating process. Post treatment cleaning shall be by expansion bath or steaming in accordance with AWPA Standard C2;
  - h) Kiln or air dried to a maximum moisture content of 25% after treatment (KDAT - 25);
  - i) Grade-marked after treatment by an agency certified by the American Lumber Standard Committee (ALSC).
3. **Fasteners:** Round head bolts shall be manufactured in accordance with the sizes designated on the plans, the geometric specifications included in ANSI B18.5.1.2.2 and the material specifications for ASTM A588 steel. All round head bolts shall be marked with the manufactures symbol and A588. Hex Lag Screws shall be manufactured in accordance with

ASTM A307 Grade A specifications. All Hex Lag Screws shall be hot-dipped galvanized in accordance with ASTM A153 Class C.

**Construction Methods:** The steel posts shall be driven. The Contractor shall use suitable caps and equipment to prevent damage to the posts during driving. Where rock or boulders are encountered in driving the posts, the material shall be removed so as to make a hole of sufficient size to permit the setting of the post. The hole shall then be backfilled and thoroughly compacted before the driving of the posts.

The Contractor is cautioned that within the limits of any project, buried cables for illumination or utilities, which may be energized, may be present.

The posts shall be located as shown on the plans, set plumb and in alignment with the rail or rail treatments. The block outs and rail elements shall then be erected to produce a smooth continuous rail as shown on the plans.

Whenever rail or rail treatments are being constructed adjacent to roadways open to traffic, the Contractor shall complete the installation to and including the designated terminal treatment at the close of each day's work.

On long runs or other locations where it is not practical to complete the installation to and including the designed terminal treatment by the end of each day's work, the Contractor shall use temporary methods for terminating the beam rail so as to minimize any hazard caused by leaving the end of the beam rail exposed to traffic. Temporary methods for terminating the beam rail shall include lowering the rail end to the ground and providing adequate anchorage of the rail end by bolting, securing, burying, etc.

The Contractor shall submit to the Engineer for approval details of his proposed methods for temporary terminating the end section. No work shall be performed adjacent to the areas open to traffic until approval is given.

The Contractor shall be required to furnish extra length posts at transition areas or where field conditions warrant. These posts shall be of such length that the minimum depth in the ground, as shown on the plans, is maintained.

Before final erection, all galvanized elements which have been cut or worked so as to destroy the zinc coating and cause the base metal to be exposed shall have the exposed base metal thoroughly cleaned and brush coated with zinc rich touch up material.

**Method of Measurement:** The length of Merritt Parkway Guiderail measured for payment will be the number of linear feet of accepted rail of the type or designation installed, measured along the top of the rail between centers of end posts in each continuous section.

“Merritt Parkway Guiderail (Type) End Attachment” shall be measured for payment by the actual number of each attachment installed in accordance with the “Pay Limit for attachment” as designated on the plans.

“Merritt Parkway Guiderail Replacement Parts” shall be measured for payment by the lump sum quantity.

“Drilling Hole for Guiderail Post” shall be measured to the nearest 4” in depth of actual rock encountered and removed.

**Basis of Payment:** Merritt Parkway Guiderail will be paid for at the contract unit price per linear foot for the type or designation indicated on the plan or ordered by the Engineer, complete in place. The price shall include all materials, fittings, back-up rail, posts, delineators, equipment, and tools and labor incidental to the installation of the rail.

“Merritt Parkway Guiderail (Type) End Attachment” to parapets or barriers will be paid for at the contract unit price each as shown on the plans or as ordered by the Engineer, complete and in place. The price shall include all materials, fittings, back-up rails, posts, anchor bolts, attachment brackets, drilling and grouting, chemical anchoring material, delineators, equipment, removal and disposal of surplus material, removal of existing rail, tools and labor incidental to the installation of the rail.

Drilling in or removal of rock or boulders and backfilling with suitable material when required for the installation of posts will be paid for at the contract unit price per foot of depth for “Drilling Hole for Guiderail Post”. The price shall include all materials, equipment, tools, and labor incidental thereto.

Pay Item	Pay Unit
Merritt Parkway Guiderail (Type)	L.F.

## **ITEM #0911476A - MERRITT PARKWAY END ANCHORAGE TYPE I**

Work under this item shall conform to the requirements of section 9.11, supplemented and amended as follows:

**Description:** This item shall consist of furnishing and installing terminals for sections of Merritt Parkway Guiderail (MPG) as shown on the plans. It contains appropriate treatments for anchorage of MPG end sections that are buried outside of the roadway clear zone, buried in earth-cut slopes, and anchored in rock-cut slopes as shown on the plans or as ordered by the Engineer.

### **Materials:**

1. **Steel:** All steel posts, back-up rails, splice plates and structural tees which are to be used as “Weathering Steel” shall meet the requirements of ASTM A588 and the fabricator shall notify the manufacturer that it is “Weathering Steel” (structural steel for use in bare, unpainted applications) and that the steel shall not be marked with paint or steel die stamped, but identification shall be stenciled with permanent ink. The dimensions of each component shall conform to the plans and ASTM A6. All steel posts shall be hot-dipped galvanized after fabrication in accordance with ASTM A123 and conform to the galvanizing limits and tolerances shown on the plans. A single ¾” diameter hole may be drilled 2” from the top of each post, in the center of the web, to facilitate the galvanizing process on the bottom of all posts. Any back-up rails, splice plates or structural tees that will come into contact with the ground shall be hot-dipped galvanized after fabrication in accordance with ASTM A123.
2. **Timber:** All timber rail and block-out components shall conform with the following:
  - a) Commercial lumber grade No. 1 or better after treatment;
  - b) AASHTO M 168;
  - c) Minimum stress rating of 1350 psi;
  - d) Rough sawn (non-planed) or S4S (surface four side) Southern Yellow Pine or Douglas Fir- Larch with nominal dimensions as indicated on the plans. Variations in the size of any dimension shall not be more than  $\pm 1/4$ ”.
  - e) All timber components shall be pressure treated with CCA or ACZA depending on species supplied conforming to AWWA Standard P5 to a minimum net retention of 0.60lb/cubic foot in the assay zone in accordance with AWWA Standard.
  - f) All timber components shall be fabricated (including but not necessarily limited to cutting, drilling, dapping and chamfering) prior to treatment.
  - g) All timber components shall be free of excess preservative and solvent at the conclusion of the treating process. Post treatment cleaning shall be by expansion bath or steaming in accordance with AWWA Standard C2;
  - h) Kiln or air dried to a maximum moisture content of 25% after treatment (KDAT - 25);

- i) Grade-marked after treatment by an agency certified by the American Lumber Standard Committee (ALSC).
- 3. Fasteners:** Anchor bolts shall conform to ASTM A449. The nuts and washers for anchor bolts shall conform to ASTM A563, Grade B. Round head bolts shall be manufactured in accordance with the sizes designated on the plans, the geometric specifications included in ANSI B18.5.1.2.2 and the material specifications for ASTM A307 steel. All round head bolts shall be marked with the manufactures symbol and A307. Rock anchors shall be manufactured in accordance with the sizes designated on the plans and the specifications for ASTM A307 steel. Hex lag screws shall be manufactured in accordance with the sizes designated on the plans and the specifications for ASTM A307, Grade-A steel. All anchor bolts, round head bolts, rock anchors and hex lag screws shall be hot-dipped galvanized in accordance with ASTM A 153 Class C. Unless other wise noted on the plans, all other fasteners shall conform to the requirements of M.10.02.9.

**ITEM #0912496A – REMOVE WOOD RAIL**

*Work under this item shall conform to the applicable requirements of Section 9.12 of Form 817, amended as follows:*

**Article 09.12.01 – Description:**

*Amend section as follows*

Work under this item shall consist of removal of steel-backed timber rail elements, steel posts, treatment at fixed objects, treatment at bridge parapets, anchorages and terminal ends as shown on the plans or ordered by the Engineer.

**Article 09.12.04 – Method of Measurement:**

*Amend section as follows*

6. **Remove Wood Rail:** Remove wood rail shall be measured for payment by the number of linear feet of such rail including posts removed between the centers of anchors, including anchors and any rail system attachment.

**Article 09.12.05 – Basis of Payment:**

*Amend section as follows*

7. **Remove Wood Rail:** This will be paid for at the contract unit price per linear foot for “Remove Wood Rail”. This price shall include removal of each post, rail and end anchorages, backfilling, equipment, tools and labor incidental thereto.

Pay Item	Pay Unit
Remove Wood Rail	l.f.

## **ITEM #0913968A – PROTECTIVE FENCE (8’-00” HIGH)**

**Description:** Work under this item shall consist of furnishing and installing an 8’-00” chain link fence, mounted on the “Two Tube Retrofit Bridge Rail” (See Item No. 0904050A), in accordance with the details shown on the plans and in conformance with these specifications or as directed by the Engineer in the field.

**Materials:** Materials for this work shall be as specified on the plans and shall conform to the applicable requirements of Article M.10.05 of the Department Standard Specification.

1. Chain Link Fabric: The fabric shall be a polyvinyl chloride (PVC) – coated steel chain link type, PVC coating shall be Class 2b, thermally fused and bonded. The #9 gage core wire shall be galvanized, PVC-coated, then woven to create a continuous fabric having a two inch mesh, cut plumb at the ends and knuckled.
2. Posts and Rails: All rails and posts shall conform to the requirements of ASTM A53, Types E or S Grade B and to ASTM F1043, Group IC for heavy industrial fence. The galvanized steel posts and rails, including truss rods, fittings, 1-way clamps, 2-way clamps, and end caps, shall be coated with a spray-applied, zinc-rich thermosetting epoxy base coat and a spray-applied, thermosetting, “no mar” polyester powder. The color of the posts, rails, and fittings shall be determined by the Conservator.
3. Post Clamps: All material shall conform to ASTM A36 and galvanized after fabrication in accordance with ASTM A123. All burrs and sharp edges shall be removed and smoothed before galvanizing.
4. Bolts, nuts, and washers: All material shall conform to the requirements of ASTM F593 Stainless Steel, Group 2, Alloy 316.

The fence posts, rails, fittings, and fabric shall be of one color to be determined by the Conservator after the restoration of at least one ornamental rail section is completed. The Contractor will make available for the Conservator to view three different colored sections of fabric directly behind the restored ornamental rail panel. The fabric examples shall conform to the material requirements established above and be no smaller than 24” x 24”. The colors of the fabric examples shall be black, brown, and grey.

**Shop Drawings:** Before fabricating any materials, the Contractor shall submit shop drawings to the Engineer for approval in accordance with Article 1.05.02. These drawings shall include but not be limited to the following information: a layout plan showing all post spacings, “Two Tube Retrofit Bridge Rail” expansion splices (expansion and paraffin), and the location of ornamental rail posts. The protective fence posts shall align with the ornamental rail posts, as shown on the contract plans, in order to be accepted. These drawings shall also include all fence and attachment details, material lists, material designations, and contact information of a person who can answer questions about the shop drawings.

**Construction Methods:** The protective fence shall be accurately fabricated and installed in accordance with the plans and as directed by the Engineer.



All welding shall conform to the applicable requirements of Subarticle 6.03.03-4e of the Department's Standard Specification. Welding shall be performed prior to coating with Polyvinyl Chloride Plastic.

Posts shall be located along the "Two Tube Retrofit Bridge Rail" posts as indicated on the approved shop drawings. Dome caps shall be installed on top of all posts.

All panels shall be braced with rails parallel to the curb. Rails shall be securely fastened to the post by connection clamps, as shown on the plans. Tension wire shall be located at the bottom of the fence between posts and secured as shown on the plans. Truss rods shall be installed at height changes and secured as shown on the plans.

The fabric shall be stretched between posts and secured with stretcher bar bands. The fabric shall be fastened to intermediate posts and rails with PVC coated wire as indicated on the plans. Hog ring shall be used to secure the fabric to the tension wires.

**Method of Measurement:** This work shall be measured for payment by the number of linear feet of completed and accepted protective fence measured from centerline to centerline of terminal (end) posts.

**Basis of Payment:** This work will be paid for at the contract unit price, per linear foot for, "Protective Fence (8'-00" High)", complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

Pay Item  
Protective Fence (8'-00" High)

Pay Unit  
L.F.

## **ITEM #0917010A – REPAIR GUIDERAIL**

**Description:** Work under this item shall consist of the repair of newly installed guiderail. It shall be repaired in the locations originally installed and fabricated in conformity with the lines, designations, dimensions, and details shown on the plans or as ordered by the Engineer.

**Materials:** The material for guiderail shall meet the requirements as specified within the original applicable contract items.

When repairing guiderail, the Contractor shall reuse any undamaged existing guiderail elements, timber rail, wire rope, appropriate posts, delineators, lap bolts, and other hardware within the project limits as approved by the Engineer to repair the guiderail. The Contractor shall use new materials when any components of the existing railing are damaged or missing and cannot be obtained from other guiderail systems being removed or converted within the Project limits.

**Construction Methods:** The repair of guiderail shall be in accordance with contraction methods as specified within the original applicable contract items.

Guiderail, including end anchors, which has been installed in final condition and accepted by the Engineer, shall be eligible for reimbursement for repairs subject to the conditions described below. If multiple runs are to be installed in a single stage as indicated in the contract documents, determination for reimbursement shall be made when all runs within the stage are complete and accepted as previously described. On projects without designated stages, guiderail installations must be complete and serving the intended function as determined by the Engineer.

When newly installed guiderail is damaged by public traffic, the following conditions must be satisfied prior to reimbursement for payment;

1. The damage must have been caused solely by the traveling public.
2. The contractor shall provide satisfactory evidence that such damage was caused by public traffic. Such as accident reports obtained from the Connecticut Department of Public Safety, police agencies or insurance companies; statements by reliable, unbiased eyewitnesses; or identification of the vehicle involved in the accident.
3. The contractor shall attempt to collect the costs from the person or persons responsible for the damage and provide documentation of those efforts to the satisfaction of the Engineer.
4. If such evidence cannot be obtained, the Engineer may determine that the damage was not caused by the Contractor and reimbursement for payment is warranted.

This repair provision does not relieve the Contractor of the requirements of Section 1.07, any other contractual requirements for maintenance and protection of traffic and final acceptance and relief of responsibility for the project.

The contractor shall remain responsible for the safety and integrity of the guiderail system for the duration of the project. In the event the guiderail is damaged, the Contractor shall provide sufficient cones, drums and other traffic control devices to provide safe passage by the public. When ordered by the Engineer, the Contractor shall furnish replacement parts and immediately repair the guiderail, but in no case more than 24 hours after notification from the Engineer. In non-emergency situations, the guiderail shall be repaired within 72 hours. The repaired guiderail or anchorages, when completed, shall conform to these specifications for a new system. The Contractor shall be responsible for the removal and the proper disposal of all damaged material and debris.

**Method of Measurement:** Guiderail damaged solely by the traveling public will be measured for payment. Damage caused by the Contractor's equipment or operations will not be measured for payment.

The sum of money shown on the estimate and in the itemized proposal as "Estimated Cost" for repair of guiderail will be considered the price bid even though payment will be made only for actual work performed. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount bid for the contract.

**Basis of Payment:** Repair of guiderail will be paid for in accordance with Article 1.09.04 as required to restore the rail to its full working condition in conformance with these specifications for a new system. There will be no payment for maintenance and protection of traffic for work associated with this item unless, in the opinion of the Engineer, the sole purpose of the maintenance and protection of traffic is for repair of the guiderail.

<u>Pay Item</u>	<u>Pay Unit</u>
Repair Guiderail	est. (est.)

**ITEM #0950019A – TURF ESTABLISHMENT - LAWN**

**Description:** The work included in this item shall consist of providing an accepted stand of grass by furnishing and placing seed as shown on the plans or as directed by the Engineer.

**Materials:** The materials for this work shall conform to the requirements of Section 9.50 of Standard Specification Form 817. The following mix shall be used for this item:

**Turf Seed Mix:**

In order to preserve and enhance the diversity, the source for seed mixtures shall be locally obtained within the Northeast USA including New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland. One approved seed mixture is detailed below. Other proposed mixtures must be approved by the ConnDOT Landscape Design office.

<u>Proportion (Percent)</u>	<u>Species Common name</u>	<u>Scientific name</u>
20	Kentucky Bluegrass Improved varieties	Poa pratensis
45	Red Fescue Improved varieties	Festuca rubra
35	Perennial Ryegrass Improved varieties	Lolium perenne

**Construction Methods:** Construction Methods shall be those established as agronomically acceptable and feasible and that are approved by the Engineer. Rate of application shall be field determined in Pure Live Seed (PLS) based on the minimum purity and minimum germination of the seed obtained. Calculate the PLS for each seed species in the mix. Adjust the seeding rate for the above composite mix, based on 250 lbs. per acre. The seed shall be mulched in accordance with Article 9.50.03.

**Method of Measurement:** This work will be measured for payment by the number of square yards of surface area of accepted established grasses as specified or by the number of square yards of surface area of seeding actually covered and as specified.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for “Turf Establishment - Lawn” which price shall include all materials maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

**Pay Item**  
Turf Establishment - Lawn

**Pay Unit**  
S.Y.

## **ITEM #0952051A - CONTROL AND REMOVAL OF INVASIVE VEGETATION**

**Description:** This work shall include the development and implementation of an Invasive Vegetation Removal Plan (IVRP) to outline the materials, labor, and equipment the Contractor plans to use for the complete eradication and treatment of the invasive vegetation. The work shall also include the identification, excavation, removal, and off-Site disposal of unwanted vegetation as indicated on the plan sheets, permits or as directed by the Engineer.

All invasive vegetation listed on the following websites will be subject to eradication:

- Connecticut Invasive Plant Working Group (CIPWG) Invasive Plants Council  
([http://cipwg.uconn.edu/invasive\\_plant\\_list/](http://cipwg.uconn.edu/invasive_plant_list/))
- US Army Corps of Engineers (ACOE) New England District Compensatory Mitigation Guidance Appendix K  
([http://www.nae.usace.army.mil/portals/74/docs/regulatory/Mitigation/2016\\_New\\_England\\_Compensatory\\_Mitigation\\_Guidance.pdf](http://www.nae.usace.army.mil/portals/74/docs/regulatory/Mitigation/2016_New_England_Compensatory_Mitigation_Guidance.pdf))

All vegetation designated for removal shall be eradicated in its entirety in accordance with the IVRP submitted by the Contractor and approved by the Engineer. Certain situations may require the full and complete mechanical excavation of invasive vegetation including its entire root system. The use of herbicides will not be permitted between the dates of October 1 and May 31.

**Materials:** All herbicides shall be registered for the species being treated and shall be formulated as applicable for target-species foliar treatment, cut surface, or injection applications. Where work in or immediately adjacent to wetlands is necessary, the product label(s) for any chemical/adjutant formulation applied must indicate that the formulation is approved for aquatic environments.

### **Construction Methods:**

**1. IVRP:** Prior to any ground disturbance within the Project limits, the Contractor shall submit an IVRP to the Engineer for review and approval. Within 30 days of receipt of the submittal, the Engineer will notify the Contractor whether the IVRP is approved, rejected or requires modifications by the Contractor. If any part of the plan is not approved, the Contractor shall promptly make any necessary changes and re-submit the entire plan for approval. The entire plan must be approved in writing prior to beginning any work on Site. In all cases, mechanical means shall be considered before the use of herbicides. If mechanical means is neither feasible nor recommended, an explanation must be provided in the IVRP. All removal methods shall prevent the spread of seeds – no mowing or “Brush Hog” equipment will be allowed. The approved methods must be capable of total removal and eradication of all identified invasive species in the designated areas throughout the Contract and the 2-Year Plant Establishment Period.

The IVRP shall include a schedule and outline with the following information:

- 1) The Contractor’s methods of determining invasive vegetation surveyed limits, including:
  - a. Stake out the limits prior to the initial treatment

- b. Maintain a record of the staked limits throughout the life of the Contract
- 2) Identification of the type(s) of invasive species present within the field surveyed limits
- 3) A marked up plan sheet outlining the invasive species limits and identifying the types of invasive species present within those limits and total square yards of proposed removal
- 4) For each species present on-Site, the following shall be described:
  - a. Methods to eradicate specific invasive plant species for the life of the Contract (e.g. mechanical, herbicide, etc.) shall include any initial, intermediate and 2-Year Plant Establishment Period Treatment eradication methods for each plant species
  - b. Types and concentrations of any herbicides to be used, including any adjuvants, SDS sheets, types of tools or machinery to be used
  - c. Schedules showing dates and eradication methods for the initial, intermediate, and 2-Year Plant Establishment Period Treatments. This schedule must take into consideration stage construction, the time period required between herbicide application, and the physical removal of the target species wherever such methodology is employed
- 5) All invasive species are considered controlled materials and are to be taken off-Site to an approved disposal facility. For disposal methods:
  - a. Provide address of location, current permits / letters from the town authorizing such activity and a Site map (complete with regulated areas)
  - b. Wood chips from invasive species are not allowed to be stockpiled or reused on-Site
  - c. Wood chipping on-Site will be allowed if temporarily stored in a properly contained enclosure and removed at the end of the treatment cycle
  - d. Invasive plants shall not be buried on-Site
- 6) Proof of CT DEEP licensure for herbicide application
- 7) A description of safety equipment required
- 8) Procedures for handling chemical spills

Where certain species of invasive vegetation are present and identified on the plan sheets, permits, or as identified in the field by the Engineer, the removal via bulk mechanical excavation of such vegetation and the underlying soils may be required as directed. The approved method must be capable of the removal of all soil to a depth where invasive plant material and root system is no longer evident, or as directed by the Engineer.

Whether the Contractor's method of removal is by mechanical excavation or cutting and spraying of herbicides, invasive species must be removed separately from clearing and grubbing operations and disposed at an approved location as described in the Contractor's IVRP.

No equipment or vehicles other than that required to complete the work will be permitted in the areas designated for invasive vegetation removal. Any equipment used to process invasive vegetation, such as chippers and transport vehicles, must be cleaned prior to further use.

Any invasive species control and removal work performed throughout the duration of the Contract that causes damage or soil disturbance shall be repaired at the Contractor's expense within 7 days. It is the Contractor's responsibility to identify additional areas of concern for

invasive vegetation within the limits of the Project, notify the Engineer, and to amend the IVRP. The Contractor shall be responsible to identify invasive vegetation at all times of the year and to prepare a plan for its eradication without assistance.

All treatments, with the exception of an initial mechanical excavation of invasive species, will not be allowed outside of the optimal growing season between the dates of October 1 and May 31.

Herbicide applications will not be permitted during any rain event or during windy conditions. Broadcast or uncontrolled spray application will not be permitted and care must be taken to avoid contacting non-target native species. If any non-target native species to remain within the Project limits are inadvertently treated with herbicide and perish, the Contractor will be responsible to replace in-kind species at no cost to the State.

Remove all twining vines in treetops to the greatest extent possible without damaging the branches of the supporting desired vegetation. Cut and remove vines overtopping tree canopies to the extent practical. Climbing spikes will not be permitted for aerial work.

The Contractor shall also:

- 1) Maintain the labels for herbicides being used in his/her possession
- 2) Conduct all herbicide formulations and applications, including the addition of appropriate surfactants and other adjuvants, in strict conformance with the manufacturer's recommendation and per requirements of regulatory agencies
- 3) Maintain a written record of herbicide application, including the formulation, concentration, area treated, and date for each application. The records are to be provided by the commercial applicator and submitted to the Engineer following each treatment

Flush cut brush and trees shall not be more than 2 inches above the ground line. Prune out any branches on non-treatment plants that are damaged during removal of vegetation. All corrective pruning shall conform to the National Arborists Association Pruning Standards.

Wherever removal operations result in exposed soils, disturbed areas shall be vegetatively stabilized with the appropriate seed mix and protected with hay, cellulose fiber mulch, or erosion control matting.

Once the IVRP is approved, a field review shall be scheduled for the Contractor and Engineer to review the limits of invasive species removal (surveyed and flagged by the Contractor prior to the meeting), the specific species required to be removed, and the Contractor's submitted invasive species removal plan. At this time, the Engineer may identify additional invasive species or designate additional areas for removal that are not included with the Contractor's submitted IVRP.

If changes are required to the approved IVRP during the life of the Contract, these changes shall be documented by the Contractor and resubmitted to the Engineer for review and approval a minimum of 10 days prior to beginning of the additional work associated with the change. The

Contractor shall provide a 10 day work notice to the Engineer prior to proceeding with each treatment.

**2. Treatments:** The treatment schedule below may be modified based on field conditions at the discretion of the Engineer. The Contractor shall provide a 10 day work notice to the Engineer prior to proceeding with each treatment. In all cases, each treatment must be reviewed once the work is performed, and accepted before payment is made for that treatment stage.

Initial Treatment: Shall commence at the beginning of the Contract time, prior to clearing and grubbing activities. Any invasive species found within a proposed cut slope shall be fully eradicated to the satisfaction of the Engineer prior to any earth work operations. After the completion of the initial treatment, the work must be reviewed and accepted by the Engineer prior to any earth excavation in that area. If herbicide is the initial treatment method, a minimum of 14 days is required prior to clearing and grubbing operations, so the herbicide application can take effect.

Intermediate Treatment(s): Shall be conducted during the optimal growing season between the dates of June 1 and September 30 for invasive species up to and including 10 days prior to plant installation or at the end of the Project if no landscaping plan is in the Contract. Optimal treatment times may be specific to the species being treated and this must be considered and documented when developing the Invasive Vegetation Removal Plan. Several treatments may be required to treat all species that are present.

2-Year Plant Establishment Period Treatment: Treatments as needed or as directed by the Engineer shall be conducted throughout the 2-Year Plant Establishment Period or when required under another Contract item.

**Method of Measurement:** This work will be measured for payment by the number of square yards of invasive vegetation identified, surveyed, treated and eradicated as required including any required re-treatment of any regrowth or new growth. No additional payment will be made for subsequent treatments. The area for removal will be surveyed and flagged prior to treatment and measured. After a review of the surveyed limits, the Engineer may designate additional areas for removal that are not shown on the plans. These additional areas will be measured for payment and included as part of the Contract work.

Where selective removal is required, the square yards of the drip line of the invasive vegetation will be measured for payment.

**Basis of Payment:** This work will be paid for at the Contract unit price per square yard for "Control and Removal of Invasive Vegetation." This payment shall include all labor, surveys, materials, tools, and equipment necessary for limits of the invasive area(s); maintenance of the limits throughout the Project; species identification; and cutting, excavation, treating, re-treating, removal, and off-Site disposal of designated invasive plant material. Off-Site disposal of residue shall include the loading, transport, dumping, and fees associated with legal off-site disposal.



- Upon approval of the required IVRP, the Contractor will receive a payment equal to 10% of the estimated Contract value
- Upon initial herbicide or mechanical removal treatment methods as it is described in the IVRP, the Contractor will receive a payment equal to 20% of all areas receiving treatment
- Upon successful completion of the initial treatment period, as determined during the review by the Engineer, the Contractor will receive a payment equal to 20%
- Upon successful completion of the intermediate treatment period as determined during the Site review by the Engineer, the Contractor will receive a payment equal to 20%
- Upon successful completion of the 2-Year Plant Establishment Period covering all treated areas on the Project (or the last treatment for those Projects which may not include a Plant Establishment Period), the Contractor will receive final payment equal to the measured areas in place and treated, less any previous payments

Where bulk excavation is required for removal, this work shall be covered under the Contract Item "Earth Excavation" for all excavation in excess of 2 feet. All other vegetation not designated as invasive vegetation shall be removed in compliance with the Item "Clearing and Grubbing" in accordance with Section 2.01.

Vegetative stabilization of disturbed areas will be paid for under the respective Contract Items: "Turf Establishment," "Turf Establishment - Lawn," "Wetland Grass Establishment," or "Conservation Seeding for Slopes."

Pay Item	Pay Unit
Control and Removal of Invasive Vegetation	s.y.

**ITEM #0969062A - CONSTRUCTION FIELD OFFICE, MEDIUM**

**Description:** Under the item included in the bid document, adequate weatherproof office quarters with related furnishings, materials, equipment and other services, shall be provided by the Contractor for the duration of the work, and if necessary, for a close-out period determined by the Engineer. The office, furnishings, materials, equipment, and services are for the exclusive use of CTDOT forces and others who may be engaged to augment CTDOT forces with relation to the Contract. The office quarters shall be located convenient to the work site and installed in accordance with Article 1.08.02. This office shall be separated from any office occupied by the Contractor. Ownership and liability of the office quarters shall remain with the Contractor.

**Furnishings/Materials/Supplies/Equipment:** All furnishings, materials, equipment and supplies shall be in like new condition for the purpose intended and require approval of the Engineer.

**Office Requirements:** The Contractor shall furnish the office quarters and equipment as described below:

Description \ Office Size	Medium
Minimum Sq. Ft. of floor space with a minimum ceiling height of 7 ft.	400
Minimum number of exterior entrances.	2
Minimum number of parking spaces.	7

**Office Layout:** The office shall have a minimum square footage as indicated in the table above, and shall be partitioned as shown on the building floor plan as provided by the Engineer.

**Tie-downs and Skirting:** Modular offices shall be tied-down and fully skirted to ground level.

**Lavatory Facilities:** For field offices sizes Small and Medium the Contractor shall furnish a toilet facility at a location convenient to the field office for use by CTDOT personnel and such assistants as they may engage; and for field offices sizes Large and Extra Large the Contractor shall furnish two (2) separate lavatories with toilet (men and women), in separately enclosed rooms that are properly ventilated and comply with applicable sanitary codes. Each lavatory shall have hot and cold running water and flush-type toilets. For all facilities the Contractor shall supply lavatory and sanitary supplies as required.

**Windows and Entrances:** The windows shall be of a type that will open and close conveniently, shall be sufficient in number and size to provide adequate light and ventilation, and shall be fitted with locking devices, blinds and screens. The entrances shall be secure, screened, and fitted with a lock for which four keys shall be furnished. All keys to the construction field office shall be furnished to the CTDOT and will be kept in their possession while State personnel are using the office. Any access to the entrance ways shall meet applicable building codes, with appropriate handrails. Stairways shall be ADA/ABA compliant and have non-skid tread surfaces. An ADA/ABA compliant ramp with non-skid surface shall be provided with the Extra-Large field office.

Lighting: The Contractor shall equip the office interior with electric lighting that provides a minimum illumination level of 100 foot-candles at desk level height, and electric outlets for each desk and drafting table. The Contractor shall also provide exterior lighting that provides a minimum illumination level of 2 foot-candles throughout the parking area and for a minimum distance of 10 ft. on each side of the field office.

Parking Facility: The Contractor shall provide a parking area, adjacent to the field office, of sufficient size to accommodate the number of vehicles indicated in the table above. If a paved parking area is not readily available, the Contractor shall construct a parking area and driveway consisting of a minimum of 6 inches of processed aggregate base graded to drain. The base material will be extended to the office entrance.

Field Office Security: Physical Barrier Devices - This shall consist of physical means to prevent entry, such as: 1) All windows shall be barred or security screens installed; 2) All field office doors shall be equipped with dead bolt locks and regular day operated door locks; and 3) Other devices as directed by the Engineer to suit existing conditions.

Electric Service: The field office shall be equipped with an electric service panel, wiring, outlets, etc., to serve the electrical requirements of the field office, including: lighting, general outlets, computer outlets, calculators etc., and meet the following minimum specifications:

- A. 120/240 volt, 1 phase, 3 wire
- B. Ampacity necessary to serve all equipment. Service shall be a minimum 100 amp dedicated to the construction field office.
- C. The electrical panel shall include a main circuit breaker and branch circuit breakers of the size and quantity required.
- D. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed at each desk and personal computer table (workstation) location.
- E. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed, for use by the Telephone Company.
- F. Additional 120-volt circuits and duplex outlets as required meeting National Electric Code requirements.
- G. One exterior (outside) wall mounted GFI receptacle, duplex, isolated ground, 120 volt, straight blade.
- H. After work is complete and prior to energizing, the State's CTDOT electrical inspector, must be contacted at 860-594-2240. (Do Not Call Local Town Officials)
- I. Prior to field office removal, the CTDOT Office of Information Systems (CTDOT OIS) must be notified to deactivate the communications equipment.

Heating, Ventilation and Air Conditioning (HVAC): The field office shall be equipped with sufficient heating, air conditioning and ventilation equipment to maintain a temperature range of 68°-80° Fahrenheit within the field office.

Telephone Service: The Contractor shall provide telephone service with unlimited nation-wide calling plan. For a Small, Medium and Large field office this shall consist of the installation of two (2) telephone lines: one (1) line for phone/voice service and one (1) line dedicated for the facsimile machine. For an Extra-Large field office this shall consist of four (4) telephone lines: three (3) lines for phone/voice service and one (1) line dedicated for facsimile machine. The Contractor shall pay all charges.

Data Communications Facility Wiring: Contractor shall install a Category 6 568B patch panel in a central wiring location and Cat 6 cable from the patch panel to each PC station, Smart Board location, Multifunction Laser Printer/Copier/Scanner/Fax, terminating in a (Category 6 568B) wall or surface mount data jack. The central wiring location shall also house either the data circuit with appropriate power requirements or a category 5 cable run to the location of the installed data circuit. The central wiring location will be determined by the CTDOT OIS staff in coordination with the designated field office personnel as soon as the facility is in place.

For Small, Medium and Large field offices the Contractor shall run a CAT 6 LAN cable a minimum length of 25 feet for each CTDOT networked device (including but not limited to: smartboards and Multi-Function Laser Printer/Copier/Scanner/Fax) to LAN switch area leaving an additional 10 feet of cable length on each side with terminated RJ45 connectors. For an Extra-Large field office the Contractor shall run CAT 6 LAN cables from workstations, install patch panel in data circuit demark area and terminate runs with RJ45 jacks at each device location. Terminate runs to patch panel in LAN switch area. Each run / jack shall be clearly labeled with an identifying Jack Number.

The Contractor shall supply cables to connect the Wi-Fi printer to the Contractor supplied internet router and to workstations/devices as needed. These cables shall be separate from the LAN cables and data Jacks detailed above for the CTDOT network.

The number of networked devices anticipated shall be at least equal to the number of personal computer tables, Multi-Function Laser Printer/Copier/Scanner/Fax, and smartboards listed below.

The installation of a data communication circuit between the field office and the CTDOT OIS in Newington will be coordinated between the CTDOT District staff, CTDOT OIS staff and the local utility company once the Contractor supplies the field office phone numbers and anticipated installation date. The Contractor shall provide the field office telephone number(s) to the CTDOT Project Engineer within 10 calendar days after the signing of the Contract as required by Article 1.08.02. This is required to facilitate data line and computer installations.

Additional Equipment, Facilities and Services: The Contractor shall provide at the field Office at least the following to the satisfaction of the Engineer:

Furnishing Description	Office Size Medium
	Quantity
Office desk (2.5 ft. x 5 ft.) with drawers, locks, and matching desk chair that have pneumatic seat height adjustment and dual wheel casters on the base.	3
Standard secretarial type desk and matching desk chair that has pneumatic seat height adjustment and dual wheel casters on the base.	-
Personal computer tables (4 ft. x 2.5 ft.).	3
Drafting type tables (3 ft. x 6 ft.) and supported by wall brackets and legs; and matching drafters stool that have pneumatic seat height adjustment, seat back and dual wheel casters on the base.	1
Conference table, 3 ft. x 12 ft.	-
Table – 3 ft. x 6 ft.	-
Office Chairs.	4
Mail slot bin – legal size.	-
Non-fire resistant cabinet.	-
Fire resistant cabinet (legal size/4 drawer), locking.	1
Storage racks to hold 3 ft. x 5 ft. display charts.	-
Vertical plan racks for 2 sets of 2 ft. x 3 ft. plans for each rack.	1
Double door supply cabinet with 4 shelves and a lock – 6 ft. x 4 ft.	-
Case of cardboard banker boxes (Min 10 boxes/case)	1
Open bookcase – 3 shelves – 3 ft. long.	-
White Dry-Erase Board, 36" x 48" min. with markers and eraser.	1
Interior partitions – 6 ft. x 6 ft., soundproof type, portable and freestanding.	-
Coat rack with 20 coat capacity.	-
Wastebaskets - 30 gal., including plastic waste bags.	1
Wastebaskets - 5 gal., including plastic waste bags.	3
Electric wall clock.	-
Telephone.	1
Full size stapler 20 (sheet capacity, with staples)	2
Desktop tape dispensers (with Tape)	2
8 Outlet Power Strip with Surge Protection	4
Rain Gauge	1
Business telephone system for three lines with ten handsets,	-

Furnishing Description	Office Size Medium
	Quantity
intercom capability, and one speaker phone for conference table.	
Mini refrigerator - 3.2 c.f. min.	1
Hot and cold water dispensing unit. Disposable cups and bottled water shall be supplied by the Contractor for the duration of the project.	1
Microwave, 1.2 c.f. , 1000W min.	1
Fire extinguishers - provide and install type and *number to meet applicable State and local codes for size of office indicated, including a fire extinguisher suitable for use on a computer terminal fire.	*
Electric pencil sharpeners.	2
Electronic office type printing calculators capable of addition, subtraction, multiplication and division with memory and a supply of printing paper.	1
Small Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Related Hardware and Software</u> .	1
Large Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Related Hardware and Software</u> .	-
Field Office Wi-Fi Connection as specified below under <u>Computer Related Hardware and Software</u>	1
Wi-Fi Printer as specified below under <u>Computer Related Hardware and Software</u> .	1
Digital Camera as specified below under <u>Computer Related Hardware and Software</u> .	1
Video Projector as specified below under <u>Computer Related Hardware and Software</u> .	-
Smart Board as specified below under <u>Computer Related Hardware and Software</u> .	-
Infrared Thermometer, including annual third party certified calibration, case, and cleaning wipes.	1
Concrete Curing Box as specified below under Concrete Testing Equipment.	1
Concrete Air Meter and accessories as specified below under Concrete Testing Equipment as specified below. Contractor shall provide third party calibration on a quarterly basis.	1

Furnishing Description	Office Size Medium
	Quantity
Concrete Slump Cone and accessories as specified below under Concrete Testing Equipment.	1
First Aid Kit	1
Flip Phones as specified under <u>Computer Related Hardware and Software</u> .	-
Smart Phones as specified under <u>Computer Related Hardware and Software</u> .	-

The furnishings and equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the above listed equipment or furnishings shall be provided by the Contractor for the duration of the project.

Computer Related Hardware and Software: The CTDOT will supply by its own means the actual Personal Computers for the CTDOT representatives. The Contractor shall supply the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors, and Smart Board(s) as well as associated hardware and software, must meet the requirements of this specification as well as the latest minimum specifications posted, as of the project advertising date, at CTDOTs web site <http://www.ct.gov/dot/cwp/view.asp?a=1410&q=563904>

Within 10 calendar days after the signing of the Contract but before ordering/purchasing the Wi-Fi Printer (separate from the Multifunction Laser Printer/Copier/Scanner/Fax), Field Office Wi-Fi, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projector(s) and Smart Board(s) as well as associated hardware, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the Administering CTDOT District for review and approval. The Wi-Fi Printer, Wi-Fi Router, Flip Phones, Smart Phones, digital cameras, Projector(s) and Smart Board(s) will be reviewed by CTDOT District personnel. The Multifunction Laser Printer/Copier/Scanner/Fax will be reviewed by the CTDOT OIS. The Contractor shall not purchase the hardware, software, or services until the Administering CTDOT District informs them that the proposed equipment, software, and services are approved. The Contractor will be solely responsible for the costs of any hardware, software, or services purchased without approval.

The Contractor and/or their internet service provider shall be responsible for the installation and setup of the field office Wi-Fi, Wi-Fi printer, and the configuration of the wireless router as directed by the CTDOT. Installation will be coordinated with CTDOT District and Project personnel.

After the approval of the hardware and software, the Contractor shall contact the designated representatives of the CTDOT administering District, a minimum of 2 working days in advance

of the proposed delivery or installation of the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors and Smart Board(s), as well as associated hardware, software, supplies, and support documentation.

The Contractor shall provide all supplies, paper, maintenance, service and repairs (including labor and parts) for the Wi-Fi printers, copiers, field office Wi-Fi, fax machines and other equipment and facilities required by this specification for the duration of the Contract. All repairs must be performed with-in 48 hours. If the repairs require more than a 48 hours then an equal or better replacement must be provided.

Once the Contract has been completed, the hardware and software will remain the property of the Contractor.

First Aid Kit: The Contractor shall supply a first aid kit adequate for the number of personnel expected based on the size of the field office specified and shall keep the first aid kit stocked for the duration that the field office is in service.

Rain Gauge: The Contractor shall supply install and maintain a rain gauge for the duration of the project, meeting these minimum requirements. The rain gauge shall be installed on the top of a post such that the opening of the rain gauge is above the top of the post an adequate distance to avoid splashing of rain water from the top of the post into the rain gauge. The Location of the rain gauge and post shall be approved by the Engineer. The rain gauge shall be made of a durable material and have graduations of 0.1 inches or less with a minimum total column height of 5 inches. If the rain gauge is damaged the Contractor shall replace it prior to the next forecasted storm event at no additional cost.

Concrete Testing Equipment: If the Contract includes items that require compressive strength cylinders for concrete, in accordance with the Schedule of Minimum Testing Requirements for Sampling Materials for Test, the Contractor shall provide the following equipment.

- A) Concrete Cylinder Curing Box – meeting the requirements of Section 6.12 of the Standard Specifications.
- B) Air Meter – The air meter provided shall be in good working order and meet the requirements of AASHTO T 152.
- C) Slump Cone Mold – Slump cone, base plate, and tamping rod shall be provided in like-new condition and meet the requirements of AASHTO T119, Standard Test Method for Slump of Hydraulic-Cement Concrete.

All testing equipment will remain the property of the Contractor at the completion of the project.

Insurance Policy: The Contractor shall provide a separate insurance policy, with no deductible, in the minimum amount of five thousand dollars (\$5,000) in order to insure all State-owned data



equipment and supplies used in the office against all losses. The Contractor shall be named insured on that policy, and the CTDOT shall be an additional named insured on the policy. These losses shall include, but not be limited to: theft, fire, and physical damage. The CTDOT will be responsible for all maintenance costs of CTDOT owned computer hardware. In the event of loss, the Contractor shall provide replacement equipment in accordance with current CTDOT equipment specifications, within seven days of notice of the loss. If the Contractor is unable to provide the required replacement equipment within seven days, the CTDOT may provide replacement equipment and deduct the cost of the equipment from monies due or which may become due the Contractor under the Contract or under any other contract. The Contractor's financial liability under this paragraph shall be limited to the amount of the insurance coverage required by this paragraph. If the cost of equipment replacement required by this paragraph should exceed the required amount of the insurance coverage, the CTDOT will reimburse the Contractor for replacement costs exceeding the amount of the required coverage.

**Maintenance:** During the occupancy by the CTDOT, the Contractor shall maintain all facilities and furnishings provided under the above requirements, and shall maintain and keep the office quarters clean through the use of weekly professional cleaning to include, but not limited to, washing & waxing floors, cleaning restrooms, removal of trash, etc. Exterior areas shall be mowed and clean of debris. A trash receptacle (dumpster) with weekly pickup (trash removal) shall be provided. Snow removal, sanding and salting of all parking, walkway, and entrance ways areas shall be accomplished during a storm if on a workday during work hours, immediately after a storm and prior to the start of a workday. If snow removal, salting and sanding are not completed by the specified time, the State will provide the service and all costs incurred will be deducted from the next payment estimate.

**Method of Measurement:** The furnishing and maintenance of the construction field office will be measured for payment by the number of calendar months that the office is in place and in operation, rounded up to the nearest month.

There will not be any price adjustment due to any change in the minimum computer related hardware and software requirements.

**Basis of Payment:** The furnishing and maintenance of the Construction Field Office will be paid for at the Contract unit price per month for "Construction Field Office, Medium," which price shall include all material, equipment, labor, service contracts, licenses, software, repair or replacement of hardware and software, related supplies, utility services, parking area, external illumination, trash removal, snow and ice removal, and work incidental thereto, as well as any other costs to provide requirements of this specified this specification.

<u>Pay Item</u>	<u>Pay Unit</u>
Construction Field Office, Medium	Month

## **ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC**

### **Article 9.71.01 – Description is supplemented by the following:**

The Contractor shall maintain and protect traffic as described by the following and as limited in the Special Provision "Prosecution and Progress":

#### **Route 15**

The Contractor shall maintain and protect the minimum number of through lanes and shoulders as dictated in the Special Provision for Section 1.08 - Prosecution and Progress "Limitation of Operations - Minimum Number of Lanes to Remain Open" Chart, on a paved travel path not less than 12 feet in width per lane.

The Contractor shall be allowed to halt traffic for a period of time not to exceed 15 minutes for the erection and setting of structural steel, and for the removal of the existing bridge superstructure. If more than one 15-minute period is required, the Contractor shall allow all stored vehicles to proceed through the work area prior to the next stoppage.

#### **Ramps and Turning Roadways**

The Contractor shall maintain and protect existing traffic operations.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall be allowed to maintain and protect a minimum of one lane of traffic, on a paved travel path not less than 12 feet in width.

#### **Lake Avenue**

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation, on a paved travel path not less than 11 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet and there shall be no more than one alternating one-way traffic operation within the project limits without prior approval of the Engineer.

The Contractor will be allowed to close Lake Avenue to through traffic and detour traffic as shown on the Detour Plan contained in the contract plans.

### **All Other Roadways**

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation, on a paved travel path not less than 11 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet and there shall be no more than one alternating one-way traffic operation within the project limits without prior approval of the Engineer.

### **Commercial and Residential Driveways**

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed, unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

### **Article 9.71.03 - Construction Method is supplemented as follows:**

#### **General**

Unpaved travel paths will only be permitted for areas requiring full depth and full width reconstruction, in which case, the Contractor will be allowed to maintain traffic on processed aggregate for a duration not to exceed 10 calendar days. The unpaved section shall be the full width of the road and perpendicular to the travel lanes. Opposing traffic lane dividers shall be used as a centerline.

The Contractor is required to delineate any raised structures within the travel lanes, so that the structures are visible day and night, unless there are specific contract plans and provisions to temporarily lower these structures prior to the completion of work.

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway (bridge) section by the end of a workday (work night), or as directed by the Engineer.

When the installation of all intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall install the final course of bituminous concrete pavement.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3-foot shoulder between the work area and travel lanes, with traffic drums spaced every 50 feet. At the end of the workday, if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer.

The Contractor, during the course of active construction work on overhead signs and structures, shall close the lanes directly below the work area for the entire length of time overhead work is being undertaken. At no time shall an overhead sign be left partially removed or installed.

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

The Contractor shall not store any material on-site which would present a safety hazard to motorists or pedestrians (e.g. fixed object or obstruct sight lines).

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed, except during the allowable periods.

Construction vehicles entering travel lanes at speeds less than the posted speed are interfering with traffic, and shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds, in order to merge with existing traffic.

### **Existing Signing**

The Contractor shall maintain all side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary, and install temporary sign supports if necessary and as directed by the Engineer.

### **Requirements for Winter**

The Contractor shall schedule a meeting with representatives from the Department including the offices of Maintenance and Traffic, and the Town of Greenwich to determine what interim traffic control measures the Contractor shall accomplish for the winter to provide safety to the motorists and permit adequate snow removal procedures. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings, and signing.

### **Signing Patterns**

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

**Pavement Markings - Limited Access Highways, Turning Roadways and Ramps**

During construction, the Contractor shall maintain all pavement markings throughout the limits of the project.

**Interim Pavement Markings**

The Contractor shall install painted pavement markings, which shall include lane lines (broken lines), edge lines, stop bars, lane-use arrows and gore markings, on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work day/night. All painted pavement markings will be paid under the appropriate items.

If the Contractor does not install permanent Epoxy Resin Pavement Markings by the end of the work day/night on exit ramps where the final course of bituminous concrete pavement has been installed, the Contractor shall install temporary 12 inch wide white stop bars. The temporary stop bars shall consist of Temporary Plastic Pavement Marking Tape and shall be installed by the end of the work day/night. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side. The Contractor shall remove and dispose of these markings when the permanent Epoxy Resin Pavement Markings are installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

If an intermediate course of bituminous concrete pavement will be exposed throughout the winter, then Epoxy Resin Pavement Markings should be installed unless directed otherwise by the Engineer.

**Final Pavement Markings**

The Contractor should install painted pavement markings on the final course of bituminous concrete pavement by the end of the work day/night. If the painted pavement markings are not installed by the end of the work day/night, then Temporary Plastic Pavement Marking Tape shall be installed as described above and the painted pavement markings shall be installed by the end of the work day/night on Friday of that week.

If Temporary Plastic Pavement Marking Tape is installed, the Contractor shall remove and dispose of these markings when the painted pavement markings are installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

The Contractor shall install permanent Epoxy Resin Pavement Markings in accordance with Section 12.10 entitled "Epoxy Resin Pavement Markings" after such time as determined by the Engineer.

**Pavement Markings -Non-Limited Access Multilane Roadways  
Secondary and Local Roadways**

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

**Interim Pavement Markings**

The Contractor shall install painted pavement markings, which shall include centerlines, edge lines, lane lines (broken lines), lane-use arrows, and stop bars, on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work day/night. If the next course of bituminous concrete pavement will be placed within seven days, edge lines are not required. The painted pavement markings will be paid under the appropriate items.

If the Contractor will install another course of bituminous concrete pavement within 24 hours, the Contractor may install Temporary Plastic Pavement Marking Tape in place of the painted pavement markings by the end of the work day/night. These temporary pavement markings shall include centerlines, lane lines (broken lines) and stop bars; edge lines are not required. Centerlines shall consist of two 4 inch wide yellow markings, 2 feet in length, side by side, 4 to 6 inches apart, at 40-foot intervals. No passing zones should be posted with signs in those areas where the final centerlines have not been established on two-way roadways. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side. The Contractor shall remove and dispose of the Temporary Plastic Pavement Marking Tape when another course of bituminous concrete pavement is installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

If an intermediate course of bituminous concrete pavement will be exposed throughout the winter, then Epoxy Resin Pavement Markings should be installed unless directed otherwise by the Engineer.

**Final Pavement Markings**

The Contractor should install painted pavement markings on the final course of bituminous concrete pavement by the end of the work day/night. If the painted pavement markings are not installed by the end of the work day/night, then Temporary Plastic Pavement Marking Tape shall be installed as described above and the painted pavement markings shall be installed by the end of the work day/night on Friday of that week.

If Temporary Plastic Pavement Marking Tape is installed, the Contractor shall remove and dispose of these markings when the painted pavement markings are installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

The Contractor shall install permanent Epoxy Resin Pavement Markings in accordance with Section 12.10 entitled “Epoxy Resin Pavement Markings” after such time as determined by the Engineer.

### **TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS**

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

### **TRAFFIC CONTROL PATTERNS**

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

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

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

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

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

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

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

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

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

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

### **PLACEMENT OF SIGNS**

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

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

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

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

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

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

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



**TABLE I – MINIMUM TAPER LENGTHS**

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

**SECTION 1. WORK ZONE SAFETY MEETINGS**

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda should include:
- Review Project scope of work and time
  - Review Section 1.08, Prosecution and Progress
  - Review Section 9.70, Trafficpersons
  - Review Section 9.71, Maintenance and Protection of Traffic
  - Review Contractor's schedule and method of operations.
  - Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
  - Open discussion of work zone questions and issues
  - Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

## **SECTION 2. GENERAL**

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

## **SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS**

- 3.a) Lane Closures shall be installed beginning with the advance warning signs and proceeding forward toward the work area.
- 3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advance warning signs.
- 3.c) Stopping traffic may be allowed:
  - As per the contract for such activities as blasting, steel erection, etc.
  - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
  - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) Temporary road closures using Rolling Road Blocks (RRB) may be allowed on limited access highways for operations associated with the installation and removal of temporary lane closures. RRB may be allowed for the installation and removal of lead signs and lane tapers only and shall meet the following requirements:

- RRB may not start prior to the time allowed in the contract Limitations of Operation for sign pattern installation. Sign pattern removal must be complete prior to the time indicated in the Limitations of Operation for restoring the lanes to traffic.
- On limited access highways with 4 lanes or more, a RRB may not start until the Limitations of Operation Chart allows a 2 lane closure. In areas with good sight lines and full shoulders, opposite side lead signs should be installed in a separate operation.
- Truck-Mounted Impact Attenuators (TMAs) equipped with arrow boards shall be used to slow traffic to implement the RRB. State Police Officers in marked vehicles may be used to support the implementation of the RRB. The RRB shall start by having all vehicles, including Truck-Mounted Impact Attenuators TMAs and police vehicles leave the shoulder or on-ramp and accelerate to a normal roadway speeds in each lane, then the vehicles will position themselves side by side and decelerate to the RRB speed on the highway.
- An additional Truck-Mounted Impact Attenuator TMAs equipped with a Portable Changeable Message Sign shall be utilized to advise the motorists that sign pattern installation / removal is underway. The Pre-Warning Vehicle (PWV) should be initially positioned in the right shoulder ½ mile prior to the RRB operation. If a traffic queue reaches the PWV's initial location, the contractor shall slowly reverse the PWV along the shoulder to position itself prior to the new back of queue. A Pre-Warning Vehicle, as specified elsewhere in the contract, shall be utilized to advise the motorists that sign pattern installation / removal is underway.
- The RRB duration shall not exceed 15 minutes from start of the traffic block until all lanes are opened as designated in the Limitation of Operation chart. If the RRB duration exceeds 15 minutes on 2 successive shifts, no further RRB will be allowed until the Contractor obtains approval for a revised installation procedure from the respective construction District.
- RRB should not be utilized to expand a lane closure pattern to an additional lane during the shift. The workers and equipment required to implement the additional lane closure should be staged from within the closed lane. Attenuator trucks (and State Police if available) should be used to protect the workers installing the taper in the additional lane.
- Exceptions to these work procedures may be submitted to the District Office for consideration. A minimum of 2 business days should be allowed for review and approval by the District.
- The RRB procedures (including any approved exceptions) will be reviewed and discussed by the inspection team and the Contractor in advance of the work. The implementation of the agreed upon plan will be reviewed with the State Police during the Work Zone Safety meeting held before each shift involving temporary lane

- closures. If the State Police determine that alternative procedures should be implemented for traffic control during the work shift, the Department and Contractor will attempt to resolve any discrepancies with the duty sergeant at the Troop. If the discrepancies are unable to be resolved prior to the start of the shift, the work will proceed as recommended by the Department Trooper. Any unresolved issues will be addressed the following day.
- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
  - 3.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
  - 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.
  - 3.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

#### **SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW**

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

- 4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

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

- 5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.
- 5.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.
- 5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the “flashing arrow” mode when taking the lane. The sign truck and workers should be immediately ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the “caution” mode when traveling in the closed lane.
- 5.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the “caution” mode when in the closed lane.
- 5.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to the specification entitled “Truck-Mounted or Trailer-Mounted Impact Attenuator”. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.
- 5.f) TMAs should be paid in accordance with how the unit is utilized. If it is used as a TMA and is in the proper location as specified, then it should be paid at the specified hourly rate for “Truck-Mounted or Trailer-Mounted Impact Attenuator”. When the TMA is used as a Flashing Arrow, it should be paid at the daily rate for “High Mounted Internally Illuminated Flashing Arrow”. If a TMA is used to install and remove a pattern and is also used as a Flashing Arrow in the same day, then the unit should be paid as a “Truck-

Mounted or Trailer-Mounted Impact Attenuator” for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove). If the TMA is also used as a Flashing Arrow during the same day, then the unit should be paid at the daily rate as a “High Mounted Internally Illuminated Flashing Arrow”.

## **SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES**

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

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

- 7.a) For lane closures on limited access roadways, one CMS shall be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS shall be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS shall be positioned ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 7.b) CMS should not be installed within 1000 feet of an existing CMS.
- 7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.
- 7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.

- 7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.
- 7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).
- 7.g) The CMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).
- 7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs. For special signs, please coordinate with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.

7.i) The messages that are allowed on the CMS are as follows:

<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>	<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	WORKERS ON ROAD	SLOW DOWN
5	RIGHT LANE CLOSED	MERGE LEFT	13	EXIT XX CLOSED	USE EXIT YY
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	EXIT XX CLOSED USE YY	FOLLOW DETOUR
7	RIGHT LANE CLOSED	REDUCE SPEED	15	2 LANES SHIFT AHEAD	USE CAUTION
8	2 RIGHT LANES CLOSED	REDUCE SPEED	16	3 LANES SHIFT AHEAD	USE CAUTION

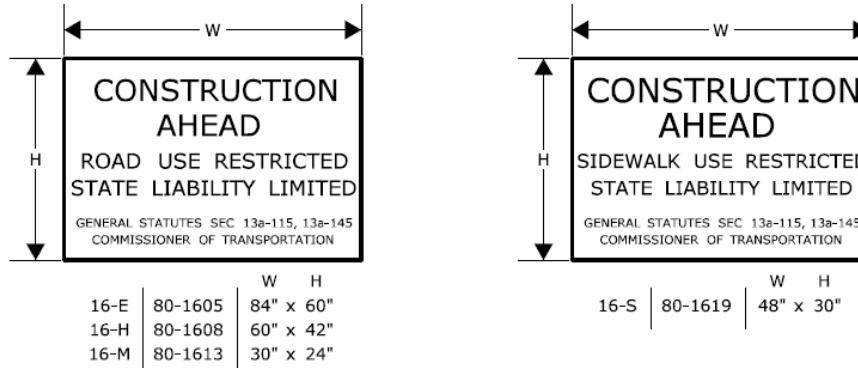
For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.



**SECTION 8. USE OF STATE POLICE OFFICERS**

- 8.a) State Police may be utilized only on limited access highways and secondary roadways under their primary jurisdiction. One Officer may be used per critical sign pattern. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Likewise in areas with moderate traffic and wide, unobstructed medians, left lane closures can be implemented without State Police presence. Under some situations it may be desirable to have State Police presence, when one is available. Examples of this include: nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur, however they are not required.
- 8.b) Once the pattern is in place, the State Police Officer should be positioned in a non-hazardous location in advance of the pattern. If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall be repositioned prior to the backup to give warning to the oncoming motorists. The State Police Officer and TMA should not be in proximity to each other.
- 8.c) Other functions of the State Police Officer(s) may include:
- Assisting entering/exiting construction vehicles within the work area.
  - Enforcement of speed and other motor vehicle laws within the work area, if specifically requested by the project.
- 8.d) State Police Officers assigned to a work site are to only take direction from the Engineer.

### SERIES 16 SIGNS



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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

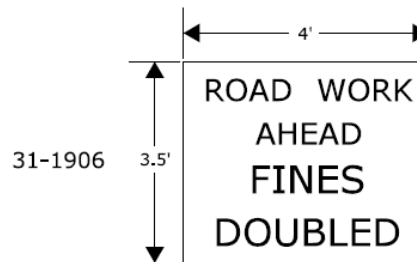
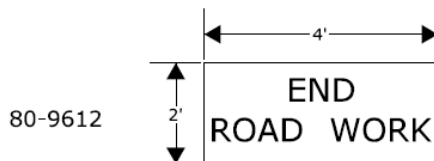
### REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

### "END ROAD WORK" SIGN

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN  
**REQUIRED SIGNS**

## NOTES FOR TRAFFIC CONTROL PLANS

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

TABLE 1 - MINIMUM TAPER LENGTHS

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

METRIC CONVERSION CHART (1" = 25mm)

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



SCALE: NONE

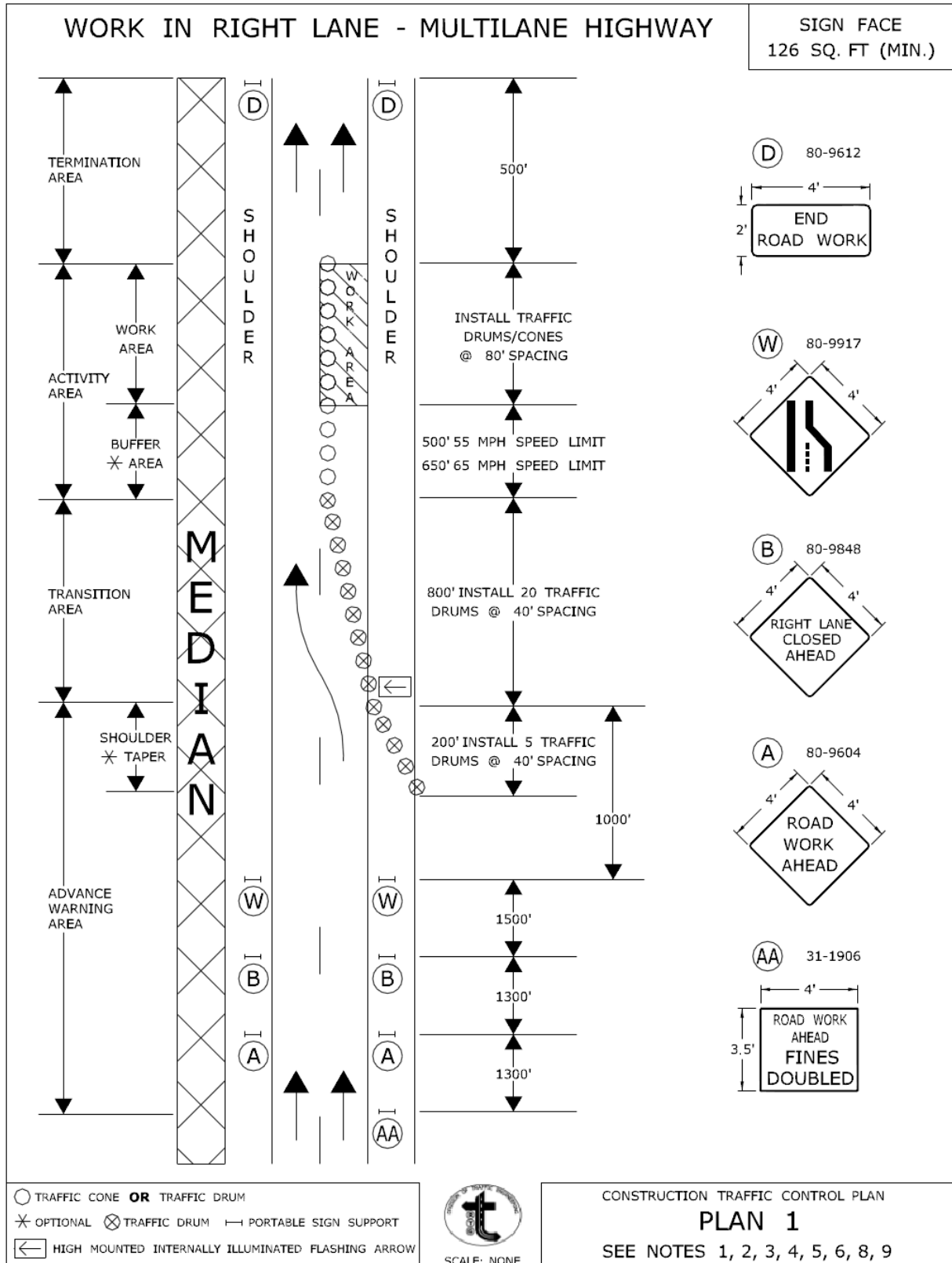
### CONSTRUCTION TRAFFIC CONTROL PLAN NOTES

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

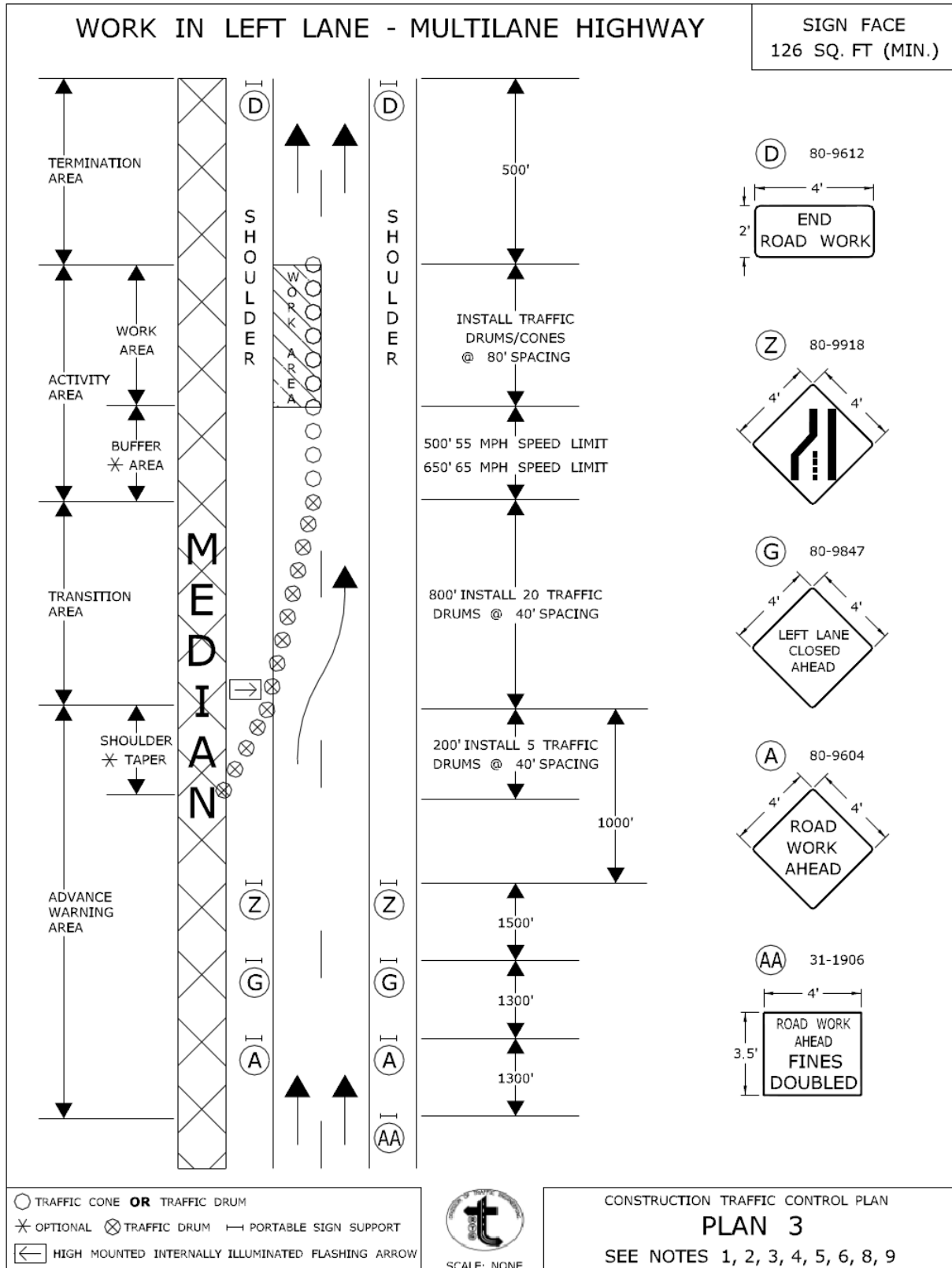
APPROVED

*Charles S. Harlow*  
PRINCIPAL ENGINEER

Charles S. Harlow  
2012.06.05 15:50:35-0400

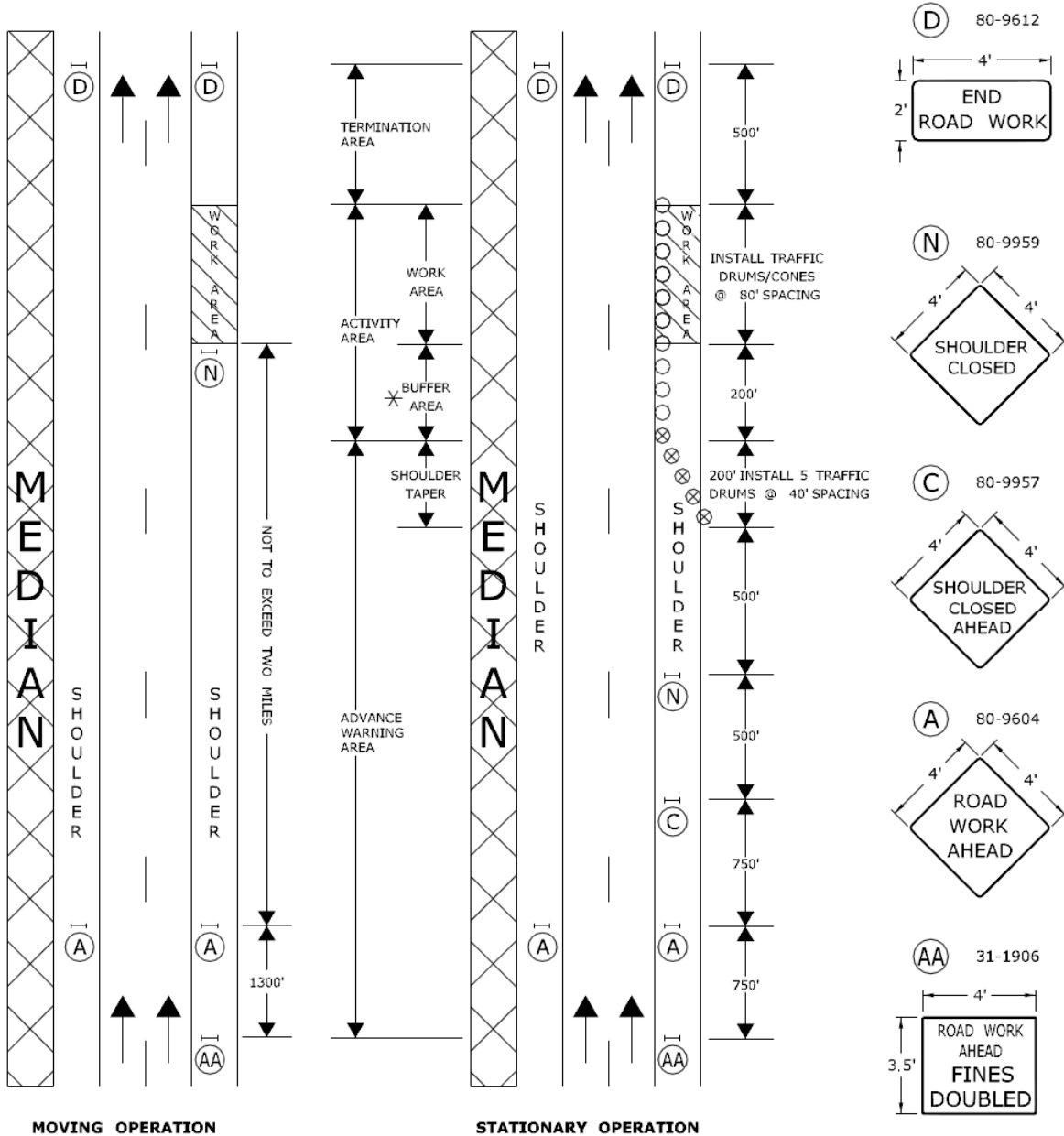


APPROVED *Charles S. Harlow*  
 Charles S. Harlow  
 2012.06.05 15:51:00-0400  
 PRINCIPAL ENGINEER



WORK IN SHOULDER AREA - MULTILANE HIGHWAY

SIGN FACE  
94 SQ. FT (MIN.)



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



SCALE: NONE

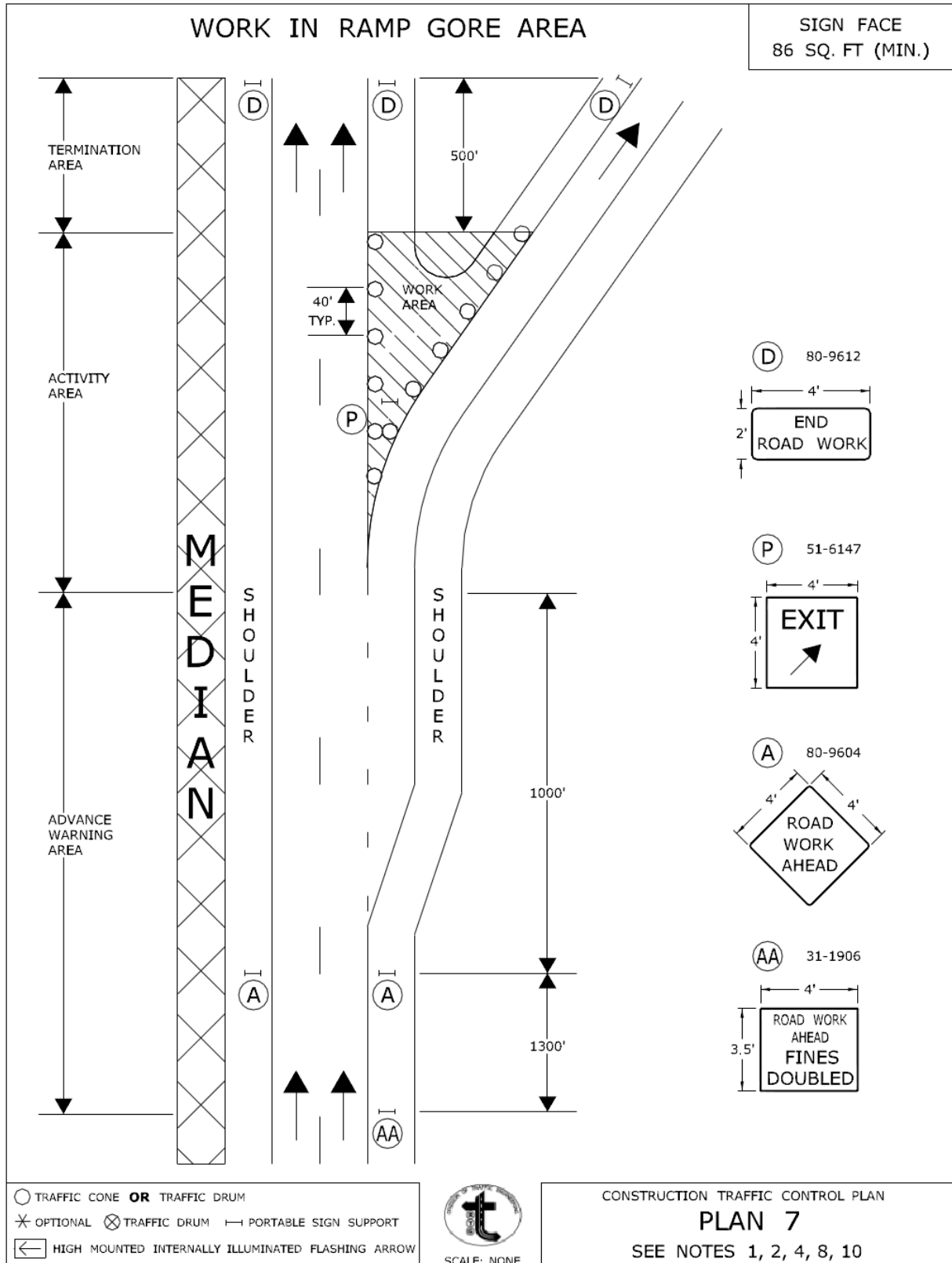
CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 6

SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

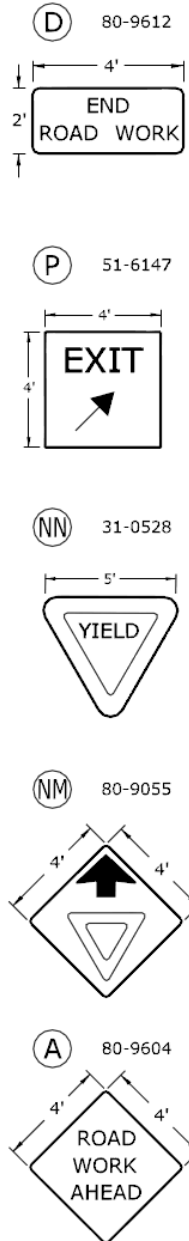
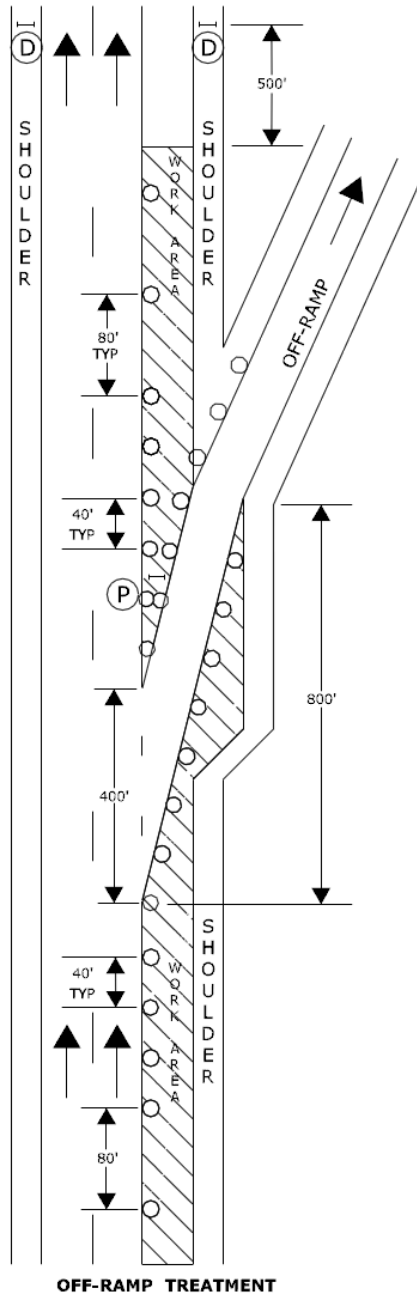
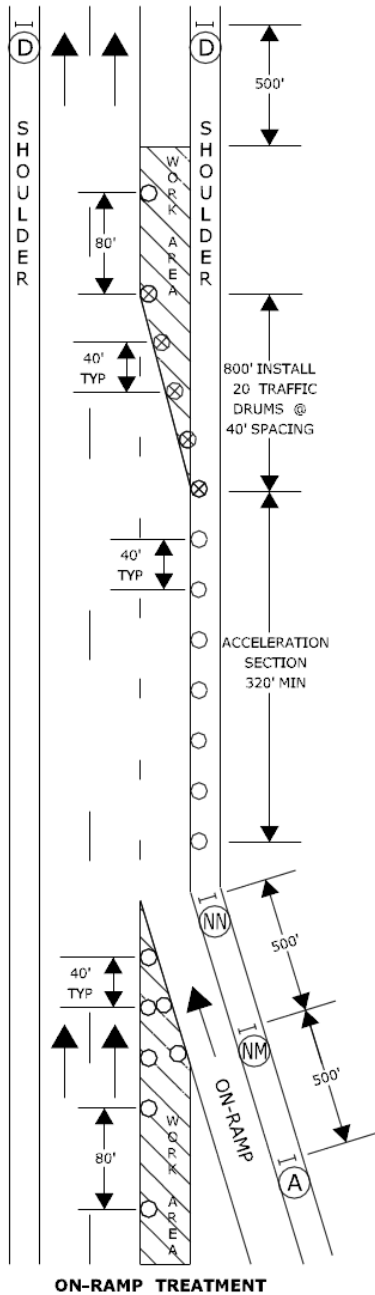
APPROVED *Charles S. Harlow*  
PRINCIPAL ENGINEER  
Charles S. Harlow  
2012.06.05 15:52:38-04'00"



APPROVED *Charles S. Harlow* Charles S. Harlow  
2012.06.05 15:53:03-0400  
PRINCIPAL ENGINEER

## TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

SIGN FACE  
SQ. FT VARIES



USE TRAFFIC CONTROL PLAN 1 TO CLOSE THE RIGHT LANE

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 8**  
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9, 10

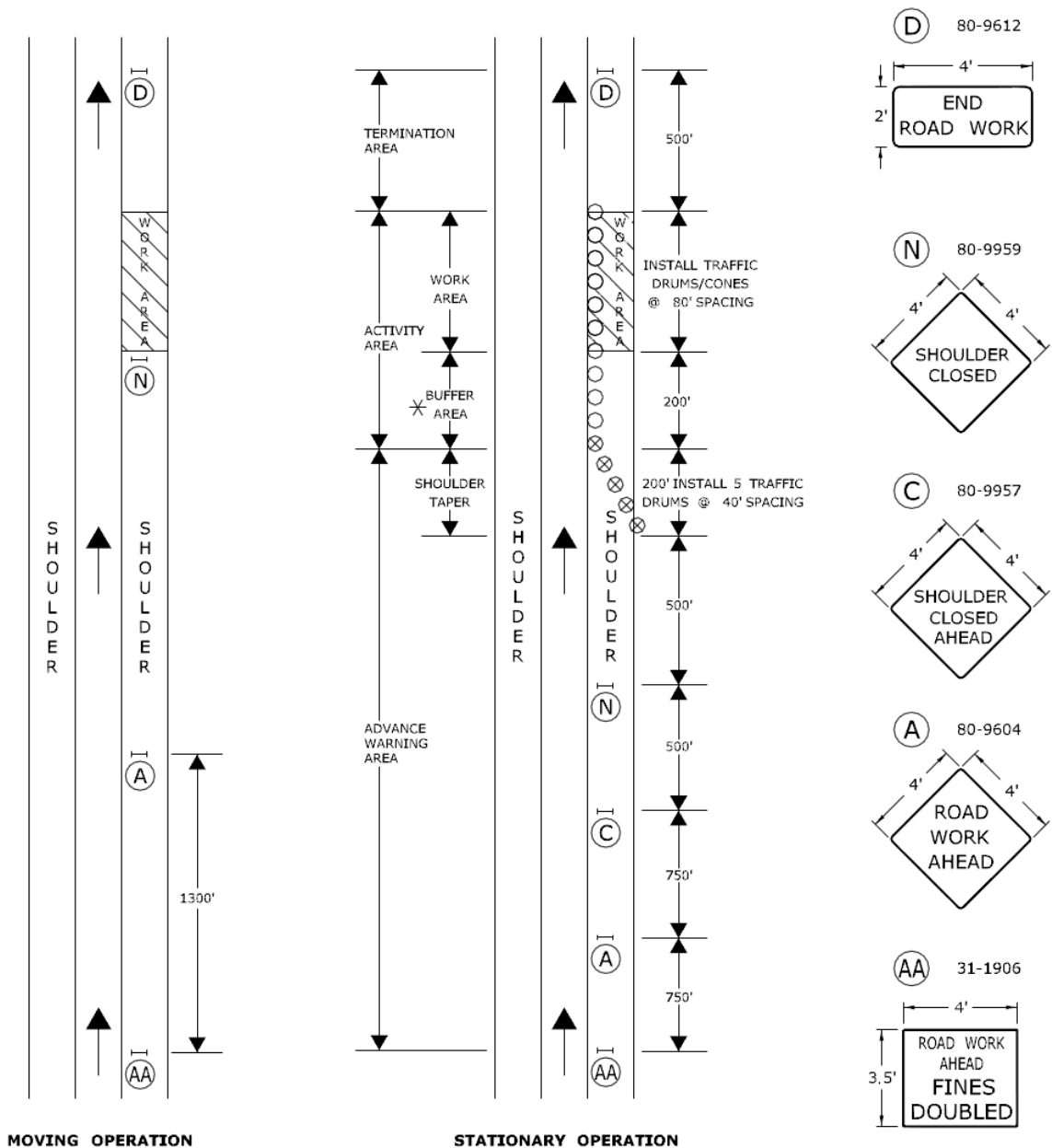
CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*  
PRINCIPAL ENGINEER  
Charles S. Harlow  
2012.06.05 15:53:31-0400



WORK IN SHOULDER AREA - TURNING ROADWAYS / RAMPS

SIGN FACE  
70 SQ. FT (MIN.)



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



SCALE: NONE

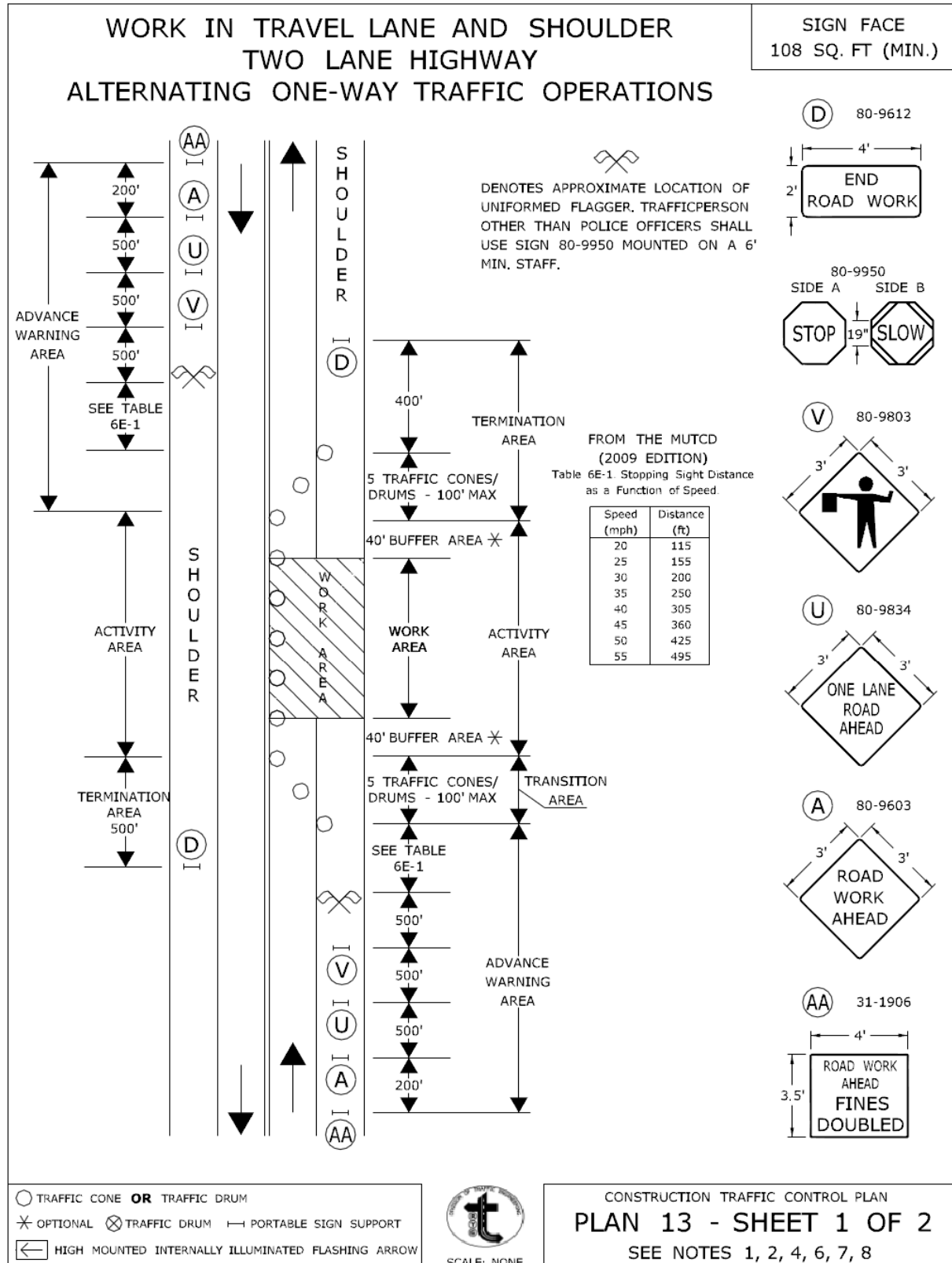
CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 9

SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*  
PRINCIPAL ENGINEER  
Charles S. Harlow  
2012.06.05 15:53:0400'



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



SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*  
PRINCIPAL ENGINEER

Charles S. Harlow  
2012.06.05 15:55:23-04'00"

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

SIGN FACE  
108 SQ. FT (MIN.)

## HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

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

**A. TO STOP TRAFFIC**

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



**B. TO DIRECT TRAFFIC TO PROCEED**

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



**C. TO ALERT OR SLOW TRAFFIC**

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



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

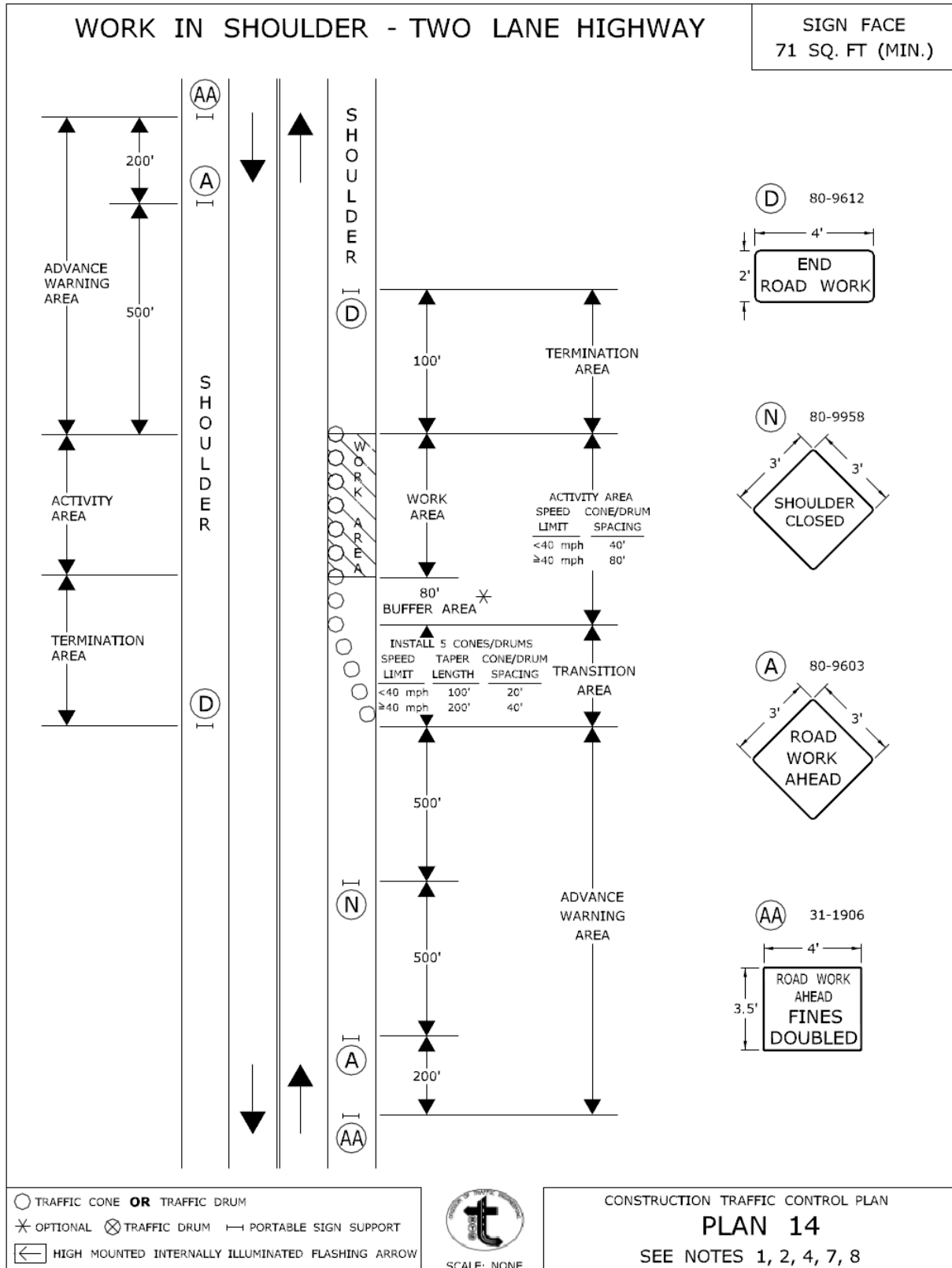


SCALE: NONE

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

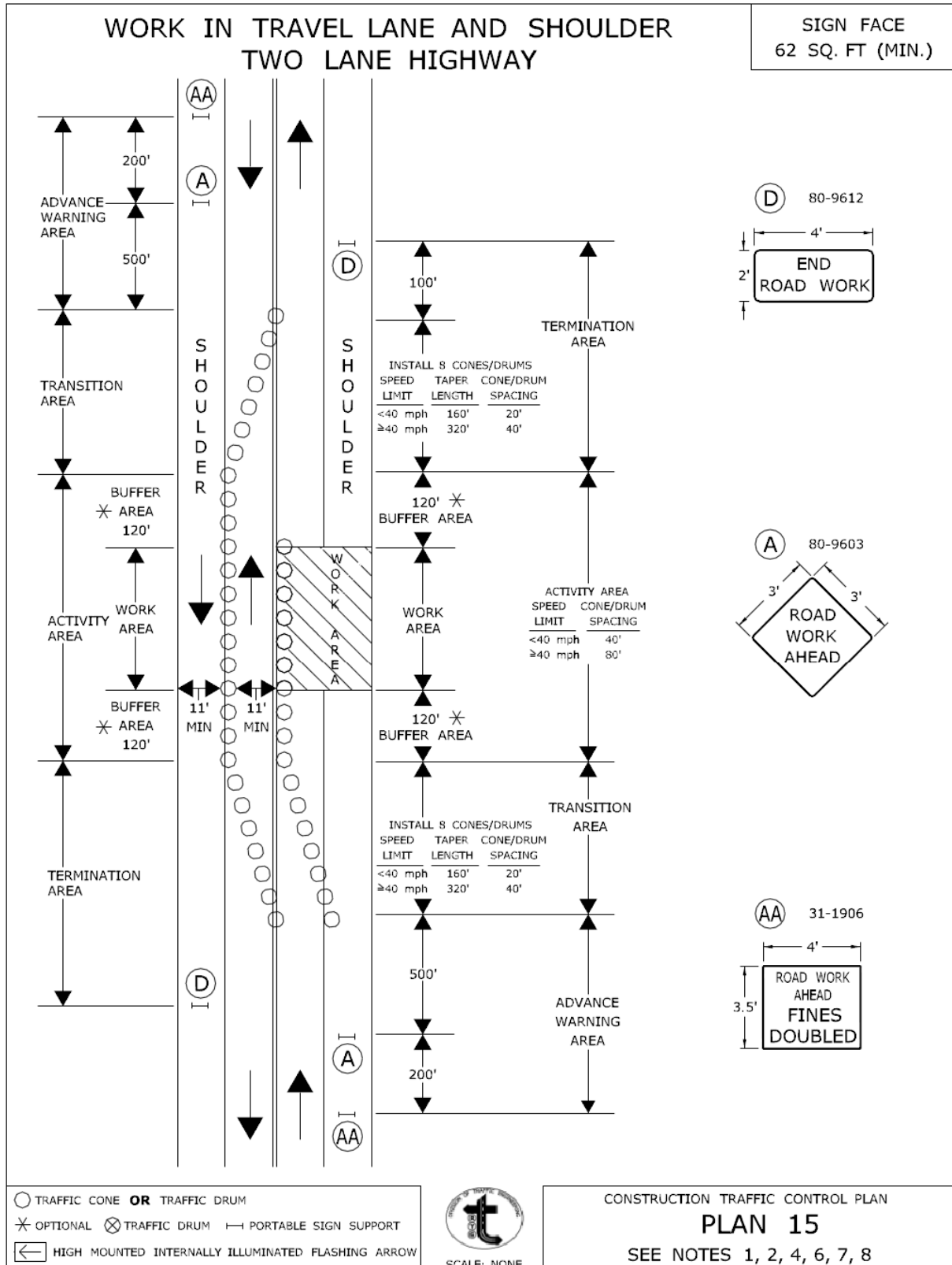
CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*  
PRINCIPAL ENGINEER  
Charles S. Harlow  
2012.06.05 15:55:45-04'00'



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*  
PRINCIPAL ENGINEER  
2012.08.05 15:56:09-04'00"



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*  
PRINCIPAL ENGINEER  
Charles S. Harlow  
2012.06.05 15:56:29-04'00"

**Article 9.71.05 – Basis of Payment is supplemented by the following:**

The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports shall be paid for under the item “Maintenance and Protection of Traffic”. Temporary overhead sign supports and foundations shall be paid for under the appropriate item(s).

The cost of furnishing, installing, and removing the material for the 4H:1V traversable slope shall be paid for under the item “Maintenance and Protection of Traffic.”

**ITEM #1206023A - REMOVAL AND RELOCATION OF EXISTING SIGNS**

Section 12.06 is supplemented as follows:

**Article 12.06.01 – Description is supplemented with the following:**

Work under this item shall consist of the removal and/or relocation of designated side-mounted extruded aluminum and sheet aluminum signs, sign posts, sign supports, and foundations where indicated on the plans or as directed by the Engineer. Work under this item shall also include furnishing and installing new sign posts and associated hardware for signs designated for relocation.

**Article 12.06.03 – Construction Methods is supplemented with the following:**

The Contractor shall take care during the removal and relocation of existing signs, sign posts, and sign supports that are to be relocated so that they are not damaged. Any material that is damaged shall be replaced by the Contractor at no cost to the State.

Foundations and other materials designated for removal shall be removed and disposed of by the Contractor as directed by the Engineer and in accordance with existing standards for Removal of Existing Signing.

Sheet aluminum signs designated for relocation are to be re-installed on new sign posts.

**Article 12.06.04 – Method of Measurement is supplemented with the following:**

Payment under Removal and Relocation of Existing Signs shall be at the contract lump sum price which shall include all extruded aluminum and sheet aluminum signs, sign posts, and sign supports designated for relocation, all new sign posts and associated hardware for signs designated for relocation, all extruded aluminum signs, sheet aluminum signs, sign posts and sign supports designated for scrap, and foundations and other materials designated for removal and disposal, and all work and equipment required.

**Article 12.06.05 – Basis of Payment is supplemented with the following:**

This work will be paid for at the contract lump sum price for “Removal and Relocation of Existing Signs” which price shall include relocating designated extruded aluminum and sheet aluminum signs, sign posts, and sign supports, providing new posts and associated hardware for relocated signs, removing and disposing of foundations and other materials, and all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading of extruded aluminum signs, sheet aluminum signs, sign posts, and sign supports designated for scrap and all equipment, material, tools and labor incidental thereto.

Pay Item  
Removal and Relocation of Existing Signs

Pay Unit  
L.S.

## **PERMITS AND/OR REQUIRED PROVISIONS:**

The following Permits and/or Supplemental to Form 817 and Required Provisions follow this page and are hereby made part of this Contract.

- **PERMITS AND/OR PERMIT APPLICATIONS**

No Permits are required for this contract

- **SUPPLEMENTAL SPECIFICATIONS TO STANDARD SPECIFICATIONS FORM 817**

- **Construction Contracts - Required Contract Provisions (FHWA Funded Contracts)**



**Construction Contracts - Required Contract Provisions  
(FHWA Funded Contracts)**

**Index**

1. Federal Highway Administration (FHWA) Form 1273 (Revised May 1, 2012)
2. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
3. Contractor Work Force Utilization (Federal Executive Order 11246) / Specific Equal Employment Opportunity
4. Requirements of Title 49, CFR , Part 26, Participation by DBEs
5. Contract Wage Rates
6. Americans with Disabilities Act of 1990, as Amended
7. Connecticut Statutory Labor Requirements
  - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
  - b. Debarment List - Limitation on Awarding Contracts
  - c. Construction Safety and Health Course
  - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
  - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
8. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
9. Executive Orders (State of CT)
10. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
11. Whistleblower Provision
12. Connecticut Freedom of Information Act
  - a. Disclosure of Records
  - b. Confidential Information
13. Service of Process
14. Substitution of Securities for Retainages on State Contracts and Subcontracts
15. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
16. Forum and Choice of Law
17. Summary of State Ethics Laws

18. Audit and Inspection of Plants, Places of Business and Records
19. Campaign Contribution Restriction
20. Tangible Personal Property
21. Bid Rigging and/or Fraud – Notice to Contractor
22. Consulting Agreement Affidavit
23. Federal Cargo Preference Act Requirements (46 CFR 381.7(a)-(b))

**Index of Exhibits**

- EXHIBIT A – FHWA Form 1273 (Begins on page 14)
- EXHIBIT B – Title VI Contractor Assurances (page 35)
- EXHIBIT C – Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity (page 36)
- EXHIBIT D – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 43)
- EXHIBIT E - Campaign Contribution Restriction (page 51)
- EXHIBIT F – Federal Wage Rates (Attached at the end)
- EXHIBIT G - State Wage Rates (Attached at the end)

**1. Federal Highway Administration (FHWA) Form 1273**

The Contractor shall comply with the Federal Highway Administration (FHWA), Form 1273 attached at Exhibit A, as revised, which is hereby made part of this contract. The Contractor shall also require its subcontractors to comply with the FHWA – Form 1273 and include the FHWA – Form 1273 as an attachment to all subcontracts and purchase orders.

**2. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit B, all of which are hereby made a part of this Contract.

**3. Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity**

- (a) The Contractor shall comply with the Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity requirements attached at Exhibit C and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

**4. Requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by DBEs, as may be revised.**

Pursuant to 49 CFR 26.13, the following paragraph is part of this Contract and shall be included in each subcontract the Contractor enters into with a subcontractor:

“The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, Participation by DBEs, in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as ConnDOT (recipient) deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments, (2) Assessing sanctions, (3) Liquidated damages; and/or, (4) Disqualifying the contractor from future bidding as non-responsible.”

## 5. Contract Wage Rates

The Contractor shall comply with:

The Federal and State wage rate requirements indicated in Exhibits F and G hereof, as revised, are hereby made part of this Contract. The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website (<http://www.wdol.gov/dba.aspx>) as may be revised 10 days prior to bid opening. These applicable Federal wage rates will be physically incorporated in the final contract document executed by both parties. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents, prior to the bid opening date. During the bid advertisement period, bidders are responsible for obtaining the appropriate Federal wage rates from the US Department of Labor website.

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

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

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by Section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a Federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

## 6. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

## 7. Connecticut Statutory Labor Requirements

**(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates.** The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i)

of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**(b) Debarment List. Limitation on Awarding Contracts.** The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

**(c) Construction Safety and Health Course.** The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

**(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited.** The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

**(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS.** Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

## **8. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)**

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title

from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at [www.ct.gov/DRS](http://www.ct.gov/DRS) to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

## 9. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

## 10. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by



regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.”

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

## 11. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

**Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

## 12. Connecticut Freedom of Information Act

**(a) Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**(b) Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation

and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

### **13. Service of Process**

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

### **14. Substitution of Securities for Retainages on State Contracts and Subcontracts**

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

### **15. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit D, and hereby made part of this Contract.

### **16. Forum and Choice of Law**

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be

brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

### **17. Summary of State Ethics Laws**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

### **18. Audit and Inspection of Plants, Places of Business and Records**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

### **19. Campaign Contribution Restriction**

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit E.

## 20. Tangible Personal Property

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

## 21. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

## 22. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in the information contained in the form, a contractor shall submit the updated form, as applicable, either

(i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

### **23. Cargo Preference Act Requirements (46 CFR 381.7(a)-(b)) – Use of United States Flag Vessels**

The Contractor agrees to comply with the following:

(a) ***Agreement Clauses.***

- (1) Pursuant to Pub. L. 664 ([43 U.S.C. 1241\(b\)](#)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) ***Contractor and Subcontractor Clauses.*** The contractor agrees—

- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**EXHIBIT A**

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of



such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26, and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the

provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.



**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out

the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## EXHIBIT B

### TITLE VI CONTRACTOR ASSURANCES

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**1. Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

**4. Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

**6. Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may -direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

**EXHIBIT C****CONTRACTOR WORKFORCE UTILIZATION (FEDERAL EXECUTIVE ORDER 11246) /  
EQUAL EMPLOYMENT OPPORTUNITY  
(Federal - FHWA)****1. Project Workforce Utilization Goals:**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the attached Appendix A.

**2. Executive Order 11246**

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and

female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other

information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific Foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work-force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

**FEDERALLY FUNDED OR ASSISTED PROJECTS****APPENDIX A****(Labor Market Goals)****Standard Metropolitan Statistical Area (SMSA)****Female****Minority**

<b>Bridgeport – Stamford – Norwalk – Danbury</b>	<b>10.2%</b>
<b>6.9%</b>	

Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield
Greenwich	Milford	Monroe	New Canaan
New Fairfield	Newton	Norwalk	Redding
Shelton	Stamford	Stratford	Trumbull
Weston	Westport	Wilton	

<b>Hartford – Bristol – New Britain</b>	<b>6.9%</b>
<b>6.9%</b>	

Andover	Avon	Berlin	Bloomfield
Bolton	Bristol	Burlington	Canton
Colchester	Columbia	Coventry	Cromwell
East Granby	East Hampton	East Hartford	East Windsor
Ellington	Enfield	Farmington	Glastonbury
Granby	Hartford	Hebron	Manchester
Marlborough	New Britain	New Hartford	Newington
Plainville	Plymouth	Portland	Rocky Hill
Simsbury	South Windsor	Southington	Stafford
Suffield	Tolland	Vernon	West Hartford
Wethersfield	Willington	Windsor	Windsor Locks

<b>New Haven – Waterbury – Meriden</b>	<b>9.0%</b>
<b>6.9%</b>	

Beacon Falls	Bethany	Branford	Cheshire
Clinton	East Haven	Guilford	Hamden
Madison	Meriden	Middlebury	Naugatuck
New Haven	North Branford	North Haven	Orange
Prospect	Southbury	Thomaston	Wallingford
Waterbury	Watertown	West Haven	Wolcott
Woodbridge	Woodbury		

<b>New London – Norwich</b>	<b>4.5%</b>
<b>6.9%</b>	

Bozrah	East Lyme	Griswold	Groton
Ledyard	Lisbon	Montville	New London
Norwich	Old Lyme	Old Saybrook	Preston
Sprague	Stonington	Waterford	



**Non SMSA**

**Female**

**Minority**

<b>Litchfield – Windham</b>			<b>5.9%</b>
<b>6.9%</b>			
Abington	Ashford	Ballouville	Bantam
Barkhamsted	Bethlehem	Bridgewater	Brooklyn
Canaan	Canterbury	Central Village	Cahplin
Colebrook	Cornwall	Cornwall Bridge	Danielson
Dayville	East Canaan	East Killingly	East Woodstock
Eastford	Falls Village	Gaylordsville	Goshen
Grosvenor Dale	Hampton	Harwinton	Kent
Killigly	Lakeside	Litchfield	Moosup
Morris	New Milford	New Preston	New Preston Marble Dale
Norfolk	North Canaan	No. Grosvenordale	North Windham
Oneco	Pequabuck	Pine Meadow	Plainfield
Pleasant Valley	Pomfret	Pomfret Center	Putnam
Quinebaug	Riverton	Rogers	Roxbury
Salisbury	Scotland	Sharon	South Kent
South Woodstock	Sterling	Taconic	Terryville
Thompson	Torrington	Warren	Warrenville
Washington	Washington Depot	Wauregan	West Cornwall
Willimantic	Winchester	Winchester Center	Windham
Winsted	Woodstock	Woodstock Valley	

**EXHIBIT D****Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).**

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
  - (2) “Business Associate” shall mean the Contractor.
  - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
  - E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination
    - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the



HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

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

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

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

**EXHIBIT F**

(federal wage rate package will be inserted here for final executed contract only. Refer to NTC – Federal Wage Determinations )

**EXHIBIT G**

(state wages will be inserted here)

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

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

ID#: H 25271

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

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

Project Number:

Project Town: Greenwich

FAP Number: 6056(023)

State Number: 56-309

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

---

**CLASSIFICATION**

**Hourly Rate**

**Benefits**

---

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

---

1) Boilermaker	33.79	34% + 8.96
----------------	-------	------------

---

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	31.66
---	-------	-------

---

2) Carpenters, Piledrivermen	32.60	25.34
------------------------------	-------	-------

---

As of: Tuesday, September 18, 2018

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

2a) Diver Tenders	32.60	25.34
-------------------	-------	-------

---

3) Divers	41.06	25.34
-----------	-------	-------

---

03a) Millwrights	33.14	25.74
------------------	-------	-------

---

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	49.75	21.05
--	-------	-------

---

4a) Painters: Brush and Roller	33.62	21.05
--------------------------------	-------	-------

---

4b) Painters: Spray Only	36.62	21.05
--------------------------	-------	-------

---

4c) Painters: Steel Only	35.62	21.05
--------------------------	-------	-------

---

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

4d) Painters: Blast and Spray	36.62	21.05
-------------------------------	-------	-------

---

4e) Painters: Tanks, Tower and Swing	35.62	21.05
--------------------------------------	-------	-------

---

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	34.50	29.64
--	-------	-------

---

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
--	-------	-----------

---

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	42.62	31.21
--	-------	-------

---

---LABORERS----

---

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.05	20.10
---	-------	-------

---



Project: Rehabilitation Of Bridge Number 00696 Over Route 15

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	30.30	20.10
<hr/>		
10) Group 3: Pipelayers	30.55	20.10
<hr/>		
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	30.55	20.10
<hr/>		
12) Group 5: Toxic waste removal (non-mechanical systems)	32.05	20.10
<hr/>		
13) Group 6: Blasters	31.80	20.10
<hr/>		
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.05	20.10
<hr/>		
Group 8: Traffic control signalmen	16.00	20.10
<hr/>		

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

Group 9: Hydraulic Drills	29.30	18.90
---------------------------	-------	-------

---

---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and  
Liner Plate Tunnels in Free Air.----

---

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	20.10 + a
---	-------	-----------

---

13b) Brakemen, Trackmen	31.28	20.10 + a
-------------------------	-------	-----------

---

---CLEANING, CONCRETE AND CAULKING TUNNEL----

---

14) Concrete Workers, Form Movers, and Strippers	31.28	20.10 + a
--	-------	-----------

---

15) Form Erectors	31.60	20.10 + a
-------------------	-------	-----------

---

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

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

---

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	20.10 + a
---	-------	-----------

---

17) Laborers Topside, Cage Tenders, Bellman	31.17	20.10 + a
---	-------	-----------

---

18) Miners	32.22	20.10 + a
------------	-------	-----------

---

---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ----

---

18a) Blaster	38.53	20.10 + a
--------------	-------	-----------

---

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	20.10 + a
---	-------	-----------

---

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	20.10 + a
---	-------	-----------

---

21) Mucking Machine Operator	39.11	20.10 + a
------------------------------	-------	-----------

---

---TRUCK DRIVERS---(\*see note below)

---

Two axle trucks	29.13	23.33 + a
-----------------	-------	-----------

---

Three axle trucks; two axle ready mix	29.23	23.33 + a
---------------------------------------	-------	-----------

---

Three axle ready mix	29.28	23.33 + a
----------------------	-------	-----------

---

Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	23.33 + a
--	-------	-----------

---

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

Four axle ready-mix	29.38	23.33 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.58	23.33 + a
<hr/>		
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	23.33 + a
<hr/>		
---POWER EQUIPMENT OPERATORS---		
<hr/>		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.55	24.05 + a
<hr/>		
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.05 + a
<hr/>		
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.05 + a
<hr/>		

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	38.10	24.05 + a
---	-------	-----------

---

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.05 + a
--	-------	-----------

---

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	37.51	24.05 + a
--	-------	-----------

---

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.05 + a
---	-------	-----------

---

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	36.86	24.05 + a
---	-------	-----------

---

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	36.46	24.05 + a
--	-------	-----------

---

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	36.03	24.05 + a
--	-------	-----------

---

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 33.99 24.05 + a

---

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 33.99 24.05 + a

---

Group 12: Wellpoint Operator. 33.93 24.05 + a

---

Group 13: Compressor Battery Operator. 33.35 24.05 + a

---

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 32.21 24.05 + a

---

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 31.80 24.05 + a

---

Group 16: Maintenance Engineer/Oiler 31.15 24.05 + a

---

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.05 + a
---	-------	-----------

---

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	33.04	24.05 + a
---	-------	-----------

---

\*\*NOTE: SEE BELOW

---

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

---

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
--	-------	--------------

---

21) Heavy Equipment Operator	42.26	6.5% + 19.88
------------------------------	-------	--------------

---

22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
--	-------	--------------

---



Project: Rehabilitation Of Bridge Number 00696 Over Route 15

23) Driver Groundmen	26.50	6.5% + 9.00
----------------------	-------	-------------

---

23a) Truck Driver	40.96	6.5% + 17.76
-------------------	-------	--------------

---

---LINE CONSTRUCTION---

---

24) Driver Groundmen	30.92	6.5% + 9.70
----------------------	-------	-------------

---

25) Groundmen	22.67	6.5% + 6.20
---------------	-------	-------------

---

26) Heavy Equipment Operators	37.10	6.5% + 10.70
-------------------------------	-------	--------------

---

27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
---	-------	--------------

---

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

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

---

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

*Welders: Rate for craft to which welding is incidental.*

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

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

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

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

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

***3) Cranes (under 100 ton rated capacity)***

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

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

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

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

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

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

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

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

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

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

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

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

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

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

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

**As of:** Tuesday, September 18, 2018

Project: Rehabilitation Of Bridge Number 00696 Over Route 15

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

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

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

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

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

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

*As of:* Tuesday, September 18, 2018

Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

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

### **Ironworkers**

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

### **Laborers (Tunnel Construction)**

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

### **Roofers**

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

### **Sprinkler Fitters**

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

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

## Information Bulletin

### *Occupational Classifications*

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

**Note:** *This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**



- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *\*License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***\*License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***\*License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***

***For example:***

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*  
*Public Contract Compliance Unit*  
*Wage and Workplace Standards Division*  
*Connecticut Department of Labor*  
*200 Folly Brook Blvd, Wethersfield, CT 06109*  
*(860) 263-6543.*

# Statute 31-55a

Last Updated: June 02, 2008

You are here: [DOL Web Site](#) ▶ [Wage and Workplace Issues](#) ▶ Statute 31-55a

## - Special Notice -

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

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

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

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

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace

Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd.,  
Wethersfield, CT 06109 at (860)263-6790.

[Workplace Laws](#)

Published by the Connecticut Department of Labor, Project Management Office

November 29, 2006

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

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

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

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

**Forklift Operator:**

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

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

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

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

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

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

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



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

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

**Sec. 31-53b. Construction safety and health course. Proof of completion required for employees on public building projects. Enforcement. Regulations.** (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

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

(c) Not later than January 1, 2007, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, "Public building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number

\_\_\_\_\_  
Street and City

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

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

 Return to:

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