

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.

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AUGUST 29, 2018
FEDERAL AID PROJECT NO. 0395(011)
STATE PROJECT NO. 152-158

REHABILITATION OF BRIDGE NO. 00255
I-395 OVER ROUTE 85

Town of Waterford

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. 00255, I-395 over Route 85 in the Town of Waterford.

CONTRACT TIME AND LIQUIDATED DAMAGES

There will be three (3) assessments for liquidated damages for this project. These assessments will be addressed in the following manner:

Assessment 1: Two Hundred Forty Three (243) calendar days will be allowed for completion of all work on this Project and the liquidated damages charge to apply will be Three Thousand Seven Hundred Dollars (\$3,700.00) per calendar day for each day following the (243rd) calendar day, with no maximum.

Assessment 2: For this Contract, an assessment per hour for liquidated damages shall be applied to each, 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.

For the purpose of administering this contract, normal traffic operations are considered interfered with when any portion of the travel lanes or shoulders is occupied by any personnel, equipment, materials, or supplies including signs."

The lane use liquidated damages in the tables below apply to those hours shown on the Limitations of Operations charts designated with a “2” or “E” for 2-lane sections in Article 1.08.04 of the Special Provisions. These lane use liquidated damages will not apply during the two Road Closure events which will be assessed separately as Assessment 3 and discussed below; however, upon completion of a Road Closure event, the terms of Assessment 2 will resume.

LIQUIDATED DAMAGES PER HOUR

I-395 Southbound From M.P. 0.69 to M.P. 3.69 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M 1 Lane Closure
1st Hour of Restrictive Period	\$ 500	\$ 500
2nd Hour of Restrictive Period	\$ 500	\$ 500
3rd Hour or any Subsequent Hour of Restrictive Period	\$ 500	\$ 500

I-395 Northbound From M.P. 0.69 to M.P. 3.69 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M 1 Lane Closure
1st Hour of Restrictive Period	\$ 500	\$ 500
2nd Hour of Restrictive Period	\$ 500	\$ 500
3rd Hour or any Subsequent Hour of Restrictive Period	\$ 500	\$ 500

The above liquidated damages apply to those hours shown on the Limitation of Operation

charts designated with a “2” or “E”.

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

Liquidated damages in the amount of \$500 shall apply for each hour, or part thereof, that the Contractor interferes with existing traffic operations on any ramps or turning roadways during the non-allowable hours.

PROSECUTION OF WORK

In order to minimize the hazard, cost and inconvenience to the traveling public, pollution of the environment and the detriment to the commercial and residential area, 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 allowable contract time was developed using standard working hours for the length of the Contract, taking into consideration the restrictions in the “Limitations of Operations,” except during the road closure events listed below. There will be no extensions of time granted for weekends, holidays and weather-related shutdowns. The Contractor will be allowed to work during any time period which is not specifically disallowed in this Contract. Traffic disruptions will be permitted only during periods that the specifications allow.

The Contractor must reconstruct each bound of the I-395 bridge deck during two accelerated bridge construction events. These two events shall be referred to as Road Closure 1 and Road Closure 2 and shall be undertaken in sequential order.

Each road closure event requires the full closure of either the Southbound or Northbound roadway of the bridge on I-395 between the on-ramps and off ramps of Interchange 2 and as shown on the Maintenance and Protection of Traffic Plans

Road Closure 1 shall occur on or about May 31, 2019 and Road Closure 2 shall occur on or about July 19, 2019.

MILESTONES 1 & 2

The two (2) road closure events have associated Milestones. The Milestones, along with their liquidated damages, are defined as follows:

A Road Closure Milestone is defined as a completion of a road closure event. A road closure event will be considered complete when that bound of the bridge is open to traffic and the accelerated bridge construction components described herein have been approved for service by the Engineer.

All Preparatory work must be completed by the Contractor prior to the Road Closure Events. The Contractor is responsible for developing his own phasing plan for the Engineer's approval for the Project work. A suggested phasing plan, representing one possible sequence, is provided in the Contract Plans for the Contractor's information.

Although the Contractor is responsible for developing his own phasing plan, the Contractor shall comply with the construction milestones and maximum work durations described below. Failure to complete this work within the specified timeframes will result in the assessment of a Liquidated Damage charge as described herein as **Assessment 3**.

The Contractor must confirm with the Engineer and the Town of Waterford at least four (4) weeks in advance the date of the Proposed Road Closure of each road closure event for I-395 Southbound and Northbound and that it is on schedule and all preparatory work will be complete prior to the closure.

Preparatory Work Required for the Road Closure:

The following tasks, associated with each accelerated bridge construction event must be complete and approved by the Engineer one (1) week prior to the start of each road closure event.

- All necessary signage for the road closure and detour is in place (but covered).
- All necessary utility coordination has occurred.
- All necessary coordination with the State Traffic Unit has occurred with respect to adjacent signal operations.
- All necessary Shop Drawings, Working Drawings and Assembly Plans have been submitted, reviewed and approved.
- All necessary components have been fabricated and approved.
- All necessary components are at the project site or the means to deliver them to the project site at the required time has been confirmed.
- All necessary materials are approved and are at the project site or the means to deliver them to the project site at the required time has been confirmed.
- All necessary equipment is at the project site or has been scheduled to be at the project site at the required time and the schedule has been confirmed.
- All necessary labor has been scheduled to be at the project site at the required time.
- The Contractor has notified the Department and the Department has notified the Waterford Fire and Police Departments of the proposed road closure event date per Article 1.08.04 – Prosecution and Progress Limitation of Operations and confirmed that the Department has notified the Town and the Public.
- The Contractor has notified the Department that the weather prediction for the proposed road closure period is such that it will not prevent the required operations to happen as scheduled.
- The Contractor cannot start the road closure until such time that all tasks have been completed and accepted by the Engineer.

In order to achieve the requirements of Road Closure Milestones, the Contractor will employ multiple crews working simultaneously and around the clock with multiple shifts during each road closure events.

MILESTONE ROAD CLOSURE LIQUIDATED DAMAGES PROVISIONS

Assessment 3: Assessment 3 shall be addressed as follows:

Milestone 1: Road Closure Event 1 (I-395 Southbound Bridge No. 00255):

Two Hundred Forty (240) consecutive hours will be allowed for completion of the first Road Closure event on this Contract. The allowable period for this road closure will begin at 6:00 p.m. on Friday and end at 6:00 p.m. on Monday of the second following week thereafter.

These tasks are to be completed within the Two Hundred Forty (240) hour timeframe in which each Road Closure event will be closed to vehicle traffic and the corresponding detour will be in effect.

Road Closure Event 1 (I-395 Southbound Bridge No. 00255):

- The full closure of the I-395 Southbound mainline, as specified in the plans, put in effect by the installation of signs and traffic control devices and subsequent uncovering of the signs shown on the Detour Plan and physically closing the road [**the closure timeframe begins**].
- New bridge deck consisting of precast deck panels, shear studs, post tensioning, closure pours, and link slab supported on existing steel beams and elastomeric bearing pads.
- Construction of concrete deck ends and backwalls.
- Installation of TPCBC in the median to separate Northbound and Southbound and installation TPCBC at right shoulders for construction of cast-in-place parapets.
- All bridge deck and backwall concrete is adequately cured to allow for traffic to be restored over the bridge.
- Variable depth pavement wedge lifts are installed to allow for a smooth transition onto the bridge deck.
- Rt. 85 temporary signalization and detour route on/off ramps of I-395 match conditions specified within the contract plans.
- **MILESTONE 1 COMPLETE:** Reopening of I-395 Southbound to normal traffic operations [**the closure timeframe ends**].

The Contractor will be assessed liquidated damages for failure to achieve the Road Closure Milestone by 6:00 p.m. of the Monday ending the road closure period in the amount of \$2,000 per hour, for each hour or any portion thereof, after 6:00 p.m.

The liquidated damages to apply will be Two Thousand Dollars (\$2,000) per hour.

Milestone 2: Road Closure Event 2 (I-395 Northbound Bridge No. 00255):

Two Hundred Forty (240) consecutive hours will be allowed for completion of the second Road Closure event on this Contract. The allowable period for this road closure will begin at 6:00 p.m. on Friday and end at 6:00 p.m. on Monday of the second following week thereafter.

These tasks are to be completed within the Two Hundred Forty (240) hour timeframe in which each Road Closure event will be closed to vehicle traffic and the corresponding detour will be in effect.

Road Closure Event 2 (I-395 Northbound Bridge No. 00255):

- The full closure of the I-395 Northbound mainline, as specified in the plans, put in effect by the installation of signs and traffic control devices and subsequent uncovering of the signs shown on the Detour Plan and physically closing the road [**the closure timeframe begins**].
- New bridge deck consisting of precast deck panels, shear studs, post tensioning, closure pours, and link slab supported on existing steel beams and elastomeric bearing pads.
- Construction of concrete deck ends and backwalls.
- Installation of TPCBC in the median to separate Northbound and Southbound and installation TPCBC at right shoulders for construction of cast-in-place parapets
- All bridge deck and backwall concrete is adequately cured to allow for traffic to be restored over the bridge.
- Variable depth pavement wedge lifts are installed to allow for a smooth transition onto the bridge deck.
- Rt. 85 temporary signalization and detour route on/off ramps of I-395 match conditions specified within contract plans.

MILESTONE 2 COMPLETE: Reopening of I-395 Northbound to normal traffic operations[**the closure timeframe ends**].

The Contractor will be assessed liquidated damages for failure to achieve the Road Closure Milestone by 6:00 p.m. of the Monday ending the road closure period in the amount of \$2,000 per hour, for each hour or any portion thereof, after 6:00 p.m.

The liquidated damages to apply will be Two Thousand Dollars (\$2,000) per hour.

For both Milestones, the aggregate amount of the liquidated damage shall not exceed \$240,000 for each individual road closure event, with a maximum damage for both road closure events of \$480,000. This aggregate amount shall be considered separate from any Liquidated Damages assessed to the Contractor for failure to complete the total project on time per Section 1.08.09 of the Form 817 Standard Specifications.

The damages assessed during this liquidated damage period are in lieu of the lane use liquidated damages, as outlined above as Assessment 2. After the Road Closure Milestones have been completed, lane use liquidated damages will be applied as outlined in Assessment 2.

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 hour-by-hour operations necessary to complete the above tasks during the Two Hundred Forty (240) hour 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
- Quality Control Plans for items related to Road Closure Events as noted within the special provisions

Any Contractor request for an increase of the detour timeframe and a corresponding adjustment for the scheduled assessment of liquidated damages must justify how unforeseen circumstances outside of his control were cause for a delay in completing the above listed work within the Two Hundred Forty (240) hour closure timeframe of each Road Closure event on Route I-395.

Milestone Road Closure Liquidated Damages Terms and Conditions

The milestone liquidated damage provisions shall apply to all circumstances in which the Engineer has not received verification in writing from the Contractor that the pertinent Contract work has been completed on or before the "Milestone Completion Date" listed in the Milestone Road Closure Liquidated Damages Provision. The phrase "Milestone Completion Date," as used in this Provision shall mean the "Completion Date" as it may have been adjusted by the Department pursuant to Section 1.08.08.

If the Contractor does not complete the pertinent work on or before the applicable Milestone Completion Date, the Department will deduct from monies otherwise owed to the Contractor the pertinent "Milestone Liquidated Damages Hourly Amount" listed in the Liquidated Damages

Provision for each hour that it takes the Contractor to complete said work beyond the Milestone Completion Date. The "Milestone Liquidated Damages Amount" and "Milestone Completion Date" for each Contract Milestone listed in the Milestone Road Closure Liquidated Damages Provision is a separate assessment to Assessment 1 and Assessment 2 in "Contract Time and Liquidated Damages."

For the purposes of administering the above noted Milestone Road Closure Liquidated Damages, "normal traffic operations" shall be understood to mean:

- All travel lanes shall be open to through traffic without hindrance of construction equipment and construction signage. Materials within shoulders shall satisfy ConnDOT required minimum clearances to travel lanes if not behind temporary barrier
- All required roadway signage shall be installed and visible to the traveling public.
- All signalized intersection operations shall match conditions specified within the contract plans.

There will be no Incentive Payment for this work.

NOTICE TO CONTRACTOR - PRE-BID QUESTIONS AND ANSWERS

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

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

If a question needs to be asked the day before the bid date, please contact the Contracts Unit staff and email your question to 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 - 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.

Check Applicable WD# (DOT Use Only)	WD#	Construction Type	Counties
	CT1	Highway	Fairfield, Litchfield, Middlesex, New Haven, Tolland, Windham
XXX	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 – MINIMUM CONCRETE COMPRESSIVE STRENGTH

The concrete strength or allowable design stress specified in the General Notes is for design purposes only. The minimum compressive strength of concrete in constructed components shall comply with the requirements of Section 6.01 Concrete for Structures.

**NOTICE TO CONTRACTOR – CAS CERTIFICATION FOR ABRASIVE
BLAST CLEANING AND COATING WORK**

This Contract requires abrasive blast cleaning and coating work be done with at least one (1) Coating Application Specialist per four (4) craft-workers. Coating Application Specialist (CAS) certification is available through the Society for Protective Coatings (SSPC). The CAS program is based on the requirements of SSPC ACS-1/NACE 13, a standard published jointly in 2008 by SSPC and NACE International (National Association of Corrosion Engineers). ACS-1 defines training and experience requirements that tradespersons must have in order to qualify to be assessed for certification. CAS QP-1 implementation requires that the CAS Level II certified applicator be on the job during abrasive blast cleaning and painting operations.

The firm proposed to perform abrasive field blast cleaning and coating on this Project must meet the requirements outlined in the special provisions under “Contractor - Subcontractor Qualifications.”

When applicable, the shop painting firm proposed to perform abrasive blast cleaning and shop painting on this Project must meet the requirements outlined in the special provisions under “Qualifications of Shop Painting Firm.”

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 ≥ 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.

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.

TABLE 1		
Coating Category	Phase I	Phase II
	manufactured prior to May 1, 2018 VOC content limit (g/L)	manufactured on or after May 1, 2018 VOC content limit (g/L)
Aluminum roof coating	--- ¹	450
Antenna coating	530	--- ¹
Antifouling coating	400	--- ¹
Basement specialty coating	--- ¹	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 ²	680	275
Clear wood coating - Lacquer ^{2,3}	550	275
Clear wood coating - Sanding sealer ^{2,4}	350	275
Clear wood coating - Varnish ²	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	--- ¹	450
Conversion varnish	725	725
Driveway sealer	--- ¹	50
Dry fog coating	400	150
Faux finishing coating ²	350	350
Fire resistive coating	350	350
Fire retardant coating - Clear	650	--- ¹
Fire retardant coating - Opaque	350	--- ¹
Flat coating	100	50
Floor coating	250	100
Flow coating	420	--- ¹
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 ²	340	250
Industrial maintenance coating	340	250
Low solids coating	120	120
Magnesite cement coating	450	450
Mastic texture coating	300	100
Metallic pigmented coating	500	500

TABLE 1		
Coating Category	Phase I	Phase II
	manufactured prior to May 1, 2018 VOC content limit (g/L)	manufactured on or after May 1, 2018 VOC content limit (g/L)
Multi-color coating	250	250
Nonflat coating	150	100
Nonflat high gloss coating²	250	150
Nuclear coating	450	450
Pre-treatment wash primer	420	420
Primer, sealer and undercoater	200	100
Quick-dry enamel	250	--- ¹
Quick-dry primer, sealer and undercoater	200	--- ¹
Reactive penetrating carbonate stone sealer²	--- ¹	500
Reactive penetrating sealer²	--- ¹	350
Recycled coating	250	250
Roof coating	250	250
Rust preventive coating²	400	250
Shellac Clear	730	730
Shellac Opaque	550	550
Specialty primer, sealer and undercoater²	350	100
Stain	250	250
Stone consolidant²	--- ¹	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	--- ¹	420
Waterproofing membrane	--- ¹	250
Waterproofing sealer	250	--- ¹
Wood coating²	--- ¹	275
Wood preservative	350	350
Zinc-rich primer²	--- ¹	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 – 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 – ACCELERATED BRIDGE
CONSTRUCTION**

It is the intent of this Contract that the Project be completed using accelerated bridge construction techniques. The design and proposed construction sequence are predicated upon an accelerated construction method that is shown and described within the Contract Plans and Specifications. The Contractor can choose to utilize the suggested sequence of construction or develop their own approach, and propose a method to accomplish accelerated bridge construction utilizing a staging or sequence other than that which is indicated in the Contract. It is required that the Contractor must carefully study the Site, the schedule restraints and logistical requirements in relation to their proposed means and methods to ensure the work can be accomplished as described within the timeframe and schedules allowed. The Contractor will be expected to employ multiple crews working simultaneously and around the clock with multiple shifts during each accelerated bridge construction event discussed in the Contract Plans.

NOTICE TO CONTRACTOR – HAZARDOUS MATERIALS INVESTIGATIONS

A limited hazardous materials site investigation has been conducted at Bridge No. 00255, I-395 over Route 85 in Waterford, Connecticut. The scope of inspection was limited to the representative components projected for impact.

Results of the survey identified lead paint to be present on the structural steel/metal bridge components of Bridge No. 00255. The railings were identified as galvanized (unpainted).

Results obtained from TCLP waste stream sampling and analysis for leachable lead from the paint on the structural steel/metal bridge components characterized the paint waste stream at Bridge No. 00255 as CTDEEP/RCRA hazardous waste.

All 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.

At Bridge No. 00255, the black expansion joint material (EJ1) between the parapet wall sections & wing walls was sampled and found to contain asbestos. Grey rubbery caulking on the topside of the bridge and grey metallic caulking under the guardrail pedestals were also sampled and no detectable levels of asbestos were identified.

Two (2) potential universal waste (UW) and Connecticut Regulated Waste (CRW) luminaire light fixtures were attached to the underside of the bridge.

Bird/pigeon guano accumulations were observed in accessible areas of the bridge.

No items of bloodborne pathogens (BBP) concern were identified.

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. 0020905A – Lead Compliance for Abrasive Blast Cleaning & Miscellaneous Tasks
- Item No. 0603222A – Disposal of Lead Debris from Abrasive Blast Cleaning
- Item No. 0020765A – Guano Abatement
- Item No. 0020801A – Asbestos Abatement
- Item No. 0101143A – Handling & Disposal of Regulated Items

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 electronically.

- HazMat Inspection Letter, Bridge No. 00255, I-395 over Route 85, Waterford, CT, TRC Environmental Corporation, January 24, 2018.

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.

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 1.06 - CONTROL OF MATERIALS

Article 1.06.01 - Source of Supply and Quality:

Add the following:

For the following materials the Contractor shall submit a complete description of the item consisting of the latest manufacturer shop drawing(s) which completely illustrates the material presented for formal approval. The submitted shop drawing(s) shall clearly call-out all material and operational properties for the item specific to the project. Such approval shall not change the requirements for a certified test report and materials certificate as may be called for.

- Light Standards
- Conductors
- Luminaires
- Conduit
- Fuses and Fuse Holders
- Precast Foundation
- Service Items
- Handhole

Required catalog cuts for all items listed above shall be submitted in one package at the same time. All approvals or disapprovals and comments will be returned in one package. Please note: the list of items above is a “general” list of items. Certain items listed may or may not be present in a specific project. Please consult the Detailed Estimate sheet for project specific items.

The packaged set submitted in an electronic portable document format (.pdf) shall be in an individual file with appropriate bookmarks for each item. The electronic files for shop drawings shall be created on ANSI A (8 ½” x 11”; 216 mm x 279mm; letter) sheets.

Please send the pdf documents via email to:

jon.andrews@ct.gov

SECTION 1.06 - CONTROL OF MATERIALS

Article 1.06.07 Certified Test Reports and Materials Certificate.

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

Light Standards
Conductors
Anchor Bolts

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

Light Standards
Conductors
Luminaires
Conduit
Anchor Bolts

Please note: the list of items above is a “general” list of items. Certain items listed may or may not be present in a specific project. Please consult the Detailed Estimate sheet for project specific items.

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.”

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 I-395

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.

**Project 152-158
Limitation of Operations Chart
Minimum Number of Through Lanes to Remain Open**

Route: I-395 Northbound Location: From M.P. 0.69 to M.P. 3.69 Number of Through Lanes: 2								Route: I-395 Southbound Location: From M.P. 0.69 to M.P. 3.69 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	1	1	1	1	1	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	1	1
9 AM	1	1	1	1	1	1	1	9 AM	1	1	1	1	1	1	1
10 AM	1	1	1	1	1	1	1	10 AM	1	1	1	1	1	1	1
11 AM	1	1	1	1	1	1	1	11 AM	1	1	1	1	1	2	1
Noon	1	1	1	1	1	1	1	Noon	1	1	1	1	1	2	1
1 PM	1	1	1	1	1	1	1	1 PM	1	1	1	1	1	2	1
2 PM	1	1	1	1	1	1	1	2 PM	1	1	1	1	1	2	1
3 PM	E	E	E	E	E	2	1	3 PM	E	E	E	E	E	2	1
4 PM	E	E	E	E	E	2	1	4 PM	E	E	E	E	E	2	1
5 PM	E	E	E	E	E	2	1	5 PM	E	E	E	E	E	2	1
6 PM	1	1	1	1	1	1	1	6 PM	1	1	1	1	1	1	1
7 PM	1	1	1	1	1	1	1	7 PM	1	1	1	1	1	1	1
8 PM	1	1	1	1	1	1	1	8 PM	1	1	1	1	1	1	1
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

I-395 Northbound and Southbound

The Contractor will be allowed to close I-395 Southbound mainline and detour traffic onto the Exit 2 off-ramp, across Route 85, and back onto the I-395 Southbound on-ramp for a period not to exceed Two Hundred Forty (240) consecutive hours.

During the detour of I-395 Southbound traffic, the existing traffic control signal located at the intersection of Route 85 and the I-395 Southbound off-ramp shall operate as shown on the Traffic Control Signal Plans contained in the contract plans.

Following the reopening of I-395 Southbound mainline, the Contractor will be allowed to close I-395 Northbound mainline and detour traffic onto the Exit 2 off-ramp, across Route 85, and back onto the I-395 Northbound on-ramp for a period not to exceed Two Hundred Forty (240) consecutive hours.

During the detour of I-395 Northbound traffic, the existing traffic control signal located at the intersection of Route 85 and the I-395 Southbound off-ramp shall both operate as shown on the Traffic Control Signal Plans contained in the contract plans.

The Contractor shall notify the Engineer and Town of Waterford at least four (4) weeks in advance of the start of the I-395 closures.

In addition, the following restrictions shall also apply for this project:

I-395 Ramps and Turning Roadways

The Contractor will not be allowed to perform work that interferes with the traffic operations as follows:

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

The Contractor will be allowed to provide two lanes of travel on all ramps for the Two Hundred Forty (240) hour detour from I-395 northbound mainline and the Two Hundred Forty (240) hour detour from I-395 southbound mainline.

Route 85 and All Other Roadways

The Contractor will not be allowed to perform work that interferes with the traffic operations as follows:

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 one lane of traffic on Route 85 Northbound Monday through Friday between 6:00 a.m. and 9:00 a.m. to perform necessary work under the structure, as approved by the Engineer.

The Contractor will be allowed to halt Route 85 northbound and southbound traffic for a period not to exceed 10 minutes to perform necessary work associated with resetting of existing girders, demolition, installation of precast deck panels, installation/removal of containment for painting, substructure repairs or other tasks, as approved by the Engineer, between 12:01 a.m. and 5:00 a.m. on all non-Holiday days. The Contractor shall ensure that the halted traffic has cleared prior to halting traffic for another ten minutes.

Additional Lane Closure Restrictions

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

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

SECTION 4.06 - BITUMINOUS CONCRETE

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

4.06.01—Description

4.06.02—Materials

4.06.03—Construction Methods

4.06.04—Method of Measurement

4.06.05—Basis of Payment

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

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

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-weighting 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

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

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

- b) Area- Where the width of the lift exceeds that shown on the plans by more than the specified thickness, the Engineer will calculate the area adjustment in accordance with Article 4.06.04.

- c) Delivered Weight of Mixture - When the delivery ticket shows that the vehicle exceeds the allowable gross weight for the vehicle type, the Engineer will calculate the weight adjustment in accordance with Article 4.06.04.

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 ½) inches, or a wedge course, the Contractor shall provide a minimum rolling pattern as determined by the development of a compaction curve. The procedure to be used shall be documented in the Contractor's QCP for placement and demonstrated on the first day of placement.

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

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

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

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

Surface Requirements:

Each lift of the surface course shall not vary more than ¼ inch from a Contractor-supplied 10 foot straightedge. For all other lifts, the tolerance shall be ⅜ inch. Such tolerance will apply to all paved areas.

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

7. Longitudinal Joint Construction Methods: The Contractor shall use Method I- Notched Wedge Joint (see Figure 4.06-1) when constructing longitudinal joints where lift thicknesses are between 1½ and 3 inches. S1.0 mixtures shall be excluded from using Method I. Method II Butt Joint (see Figure 4.06-2) shall be used for lifts less than 1½ inches or greater than or equal to 3 inches. During placement of multiple lifts, the longitudinal joint shall be constructed in such a

manner that it is located at least 6 inches from the joint in the lift immediately below. The joint in the final lift shall be at the centerline or at lane lines. Each longitudinal joint shall maintain a consistent offset from the centerline of the roadway along its entire length. The difference in elevation between the two faces of any completed longitudinal joint shall not exceed 1/4 inch in any location.

Method I - Notched Wedge Joint:

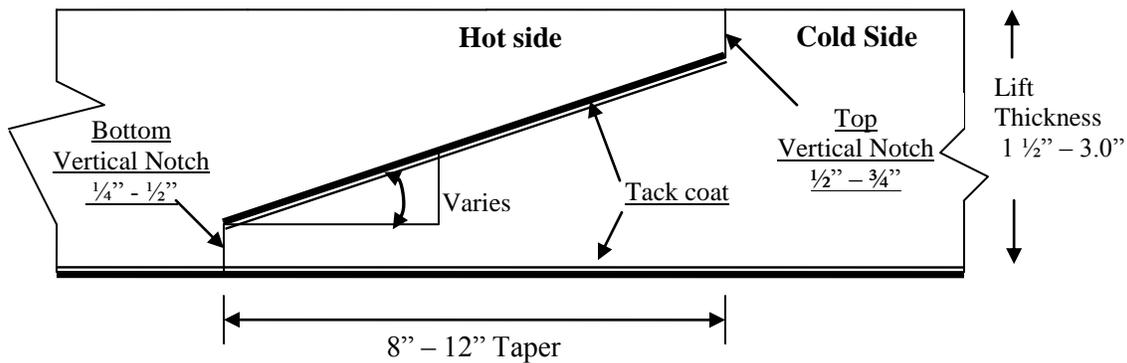


FIGURE 4.06-1: Notched Wedge Joint

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:

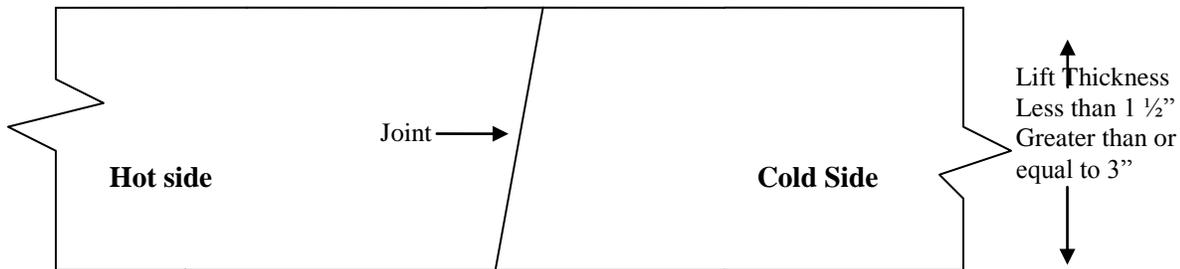


FIGURE 4.06-2: Butt Joint

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.

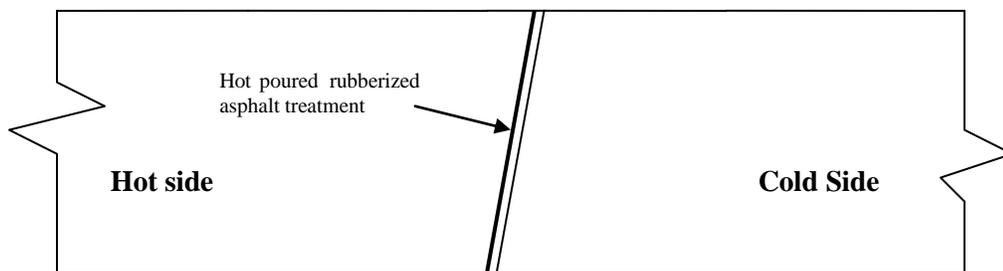


FIGURE 4.06-3: Butt Joint with Hot Poured Rubberized Asphalt Treatment

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.

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) ≥ 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) ⁽¹⁾	4 plus	1 per structure (≤ 300')	4 plus	1 per structure (≤ 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) ⁽¹⁾	2 plus	1 per structure	2 plus	1 per structure

Note:

⁽¹⁾ 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).

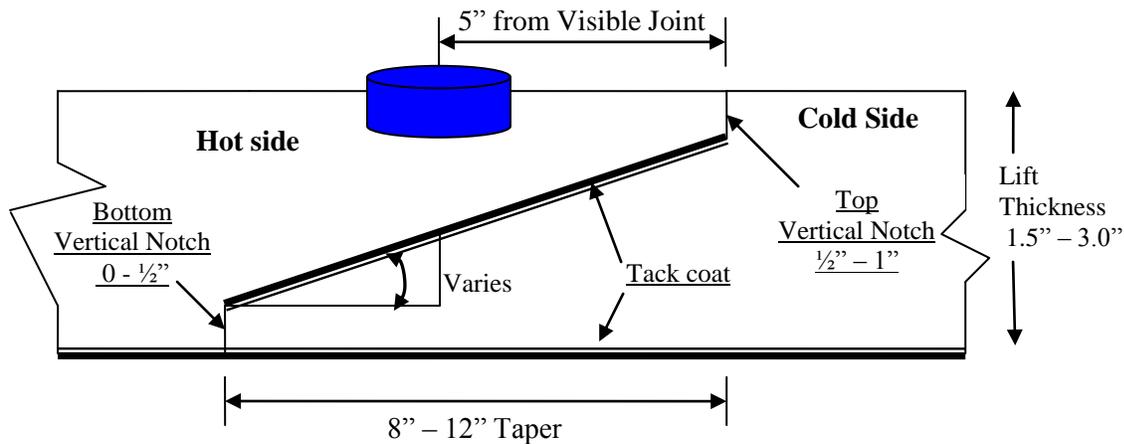


FIGURE 4.06-5: Notched Wedge Joint Cores

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.

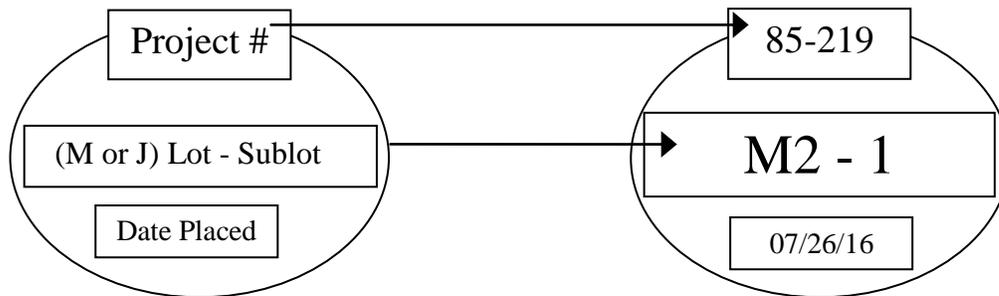


FIGURE 4.06-4: Labeling of Cores

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_A) = [(L x W_{adj})/9] x (t) x 0.0575 Tons/SY/inch = (-) Tons

Where: L = Length (ft)

(t) = Actual thickness (inches)

W_{adj} = (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_T) = A x t_{adj} x 0.0575 = (-) Tons

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

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

Dt = Designed thickness (inches)

- c) **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:

$$\text{Tons Adjusted for Weight (T}_w) = \text{GVW} - \text{DGW} = (-) \text{Tons}$$

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:

$$\text{Tons Adjusted for Superpave Design (T}_{SD}) = [(\text{AdjAV}_t + \text{AdjPB}_t) / 100] \times \text{Tons}$$

$$\text{Percent Adjustment for Air Voids} = \text{AdjAV}_t = [\text{AdjAV}_1 + \text{AdjAV}_2 + \text{AdjAV}_i + \dots + \text{AdjAV}_n] / n$$

Where: AdjAV_t = Total percent air void adjustment value for the lot

AdjAV_i = Adjustment value from Table 4.06-7 resulting from each sub lot or the average of the adjustment values resulting from multiple tests within a sub lot, as approved by the Engineer.

n = number of sub lots based on Table M.04.03-2

TABLE 4.06-6: Adjustment Values for Air Voids

Adjustment Value (AdjAV _i) (%)	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

$$\text{Percent Adjustment for Asphalt Binder} = \text{AdjPB}_t = [(\text{AdjPB}_1 + \text{AdjPB}_2 + \text{AdjPB}_i + \dots + \text{AdjPB}_n) / n]$$

Where: AdjPB_t = Total percent asphalt binder adjustment value for the lot

AdjPB_i = 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_i) (%)	<u>S0.25, S0.375, S0.5, S1</u> 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%: Adj(AV_t or PB_t or VMA_t)= (55 + 0.5 PWL) - 100

For PWL at and above 90%: Adj(AV_t or PB_t or VMA_t)= (77.5 + 0.25 PWL) - 100

Where:

AdjAV_t= Total percent AV adjustment value for the lot

AdjPB_t= Total percent PB adjustment value for the lot

AdjVMA_t= Total percent VMA adjustment value for the lot

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

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

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

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) = $[(P_{AM} \times .50) + (P_{AJ} \times .50)] / 100$ X 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

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

TABLE 4.06-10: Adjustment Values for Pavement Joint Density

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

⁽¹⁾ ACRPD = Average Core Result Percent Density

⁽²⁾ 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 5.86 - CATCH BASINS, MANHOLES AND DROP INLETS

5.86.01—Description

5.86.02—Materials

5.86.03—Construction Methods

5.86.04—Method of Measurement

5.86.05—Basis of Payment

5.86.01—Description: The work under this Section shall consist of furnishing, preparing, and installing catch basins, manholes and drop inlets (and also the removal, abandonment, alteration, reconstruction, or conversion of such existing structures) in conformity with the lines, grades, dimensions and details shown on the plans.

This Section shall also include resetting or replacing catch basin tops as well as manhole frames and covers.

5.86.02—Materials: The materials for this work shall meet the following requirements:

Drainage structures shall meet the requirements of M.08.02 and shall utilize concrete with a 28-day minimum compressive strength of 4000 psi.

Galvanizing shall meet the requirements of M.06.03.

Mortar shall meet the requirements of M.11.04.

Butyl rubber joint seal shall meet the requirements of ASTM C990.

Granular fill, if necessary, shall meet the requirements of M.02.01.

Protective compound material shall be a type appearing on the Department's Qualified Products List and be acceptable to the Engineer, as specified in M.03.09.

5.86.03—Construction Methods: Drainage trench excavation, including rock in drainage trench excavation and backfilling, shall be performed in accordance with 2.86.03 and the requirements of the plans.

Where a drainage structure is to be installed below the surface, a drainage trench shall be excavated to the required depth, the bottom of which shall be graded to the elevation of the bottom of the proposed drainage structure or to ensure a uniform foundation for the structure.

Where a firm foundation is not encountered at the grades established due to unsuitable material, such as soft, spongy, or unstable soil, the unsuitable material shall be removed and replaced with approved granular fill, thoroughly compacted in lifts not to exceed 6 inches. The Engineer shall be notified prior to removal of the unsuitable material in order to determine the depth of removal necessary.

When rock, as defined in 2.86.01-2, is encountered, work shall be performed in accordance with 2.86.03 and the requirements of the plans.

When a drainage structure outside of proposed drainage trench limits is to be removed, it shall be completely removed and all pipes shall be removed or plugged with cement masonry.

When a drainage structure is to be abandoned, the structure shall be removed to a depth 2 feet below the subgrade or as directed by the Engineer. The floor of the structure shall be broken and all pipes shall be plugged with cement masonry.

Drainage structures shall be constructed in accordance with the plans and the requirements contained herein for the character of the work involved. The provisions of 6.02.03 pertaining to bar reinforcement shall apply except that shop drawings need not be submitted for approval unless called for in the plans, Contract or directed by the Engineer. Welding shall be performed in accordance with the applicable sections of the AWS Structural Welding Code, D1.1.

When it becomes necessary to increase the horizontal dimensions of manholes, catch basins and drop inlets to sizes greater than those shown on the plans in order to provide for multiple pipe installations, large pipes or for other reasons, the Contractor shall construct such manholes, catch basins and drop inlets to modified dimensions as directed by the Engineer.

The surfaces of the tops of all catch basins, and drop inlets shall be given a coat of protective compound material, at the manufacturer's recommended application rate, immediately upon completion of the concrete curing period.

All masonry units shall be laid in full mortar beds.

Metal fittings for catch basins, manholes or drop inlets shall be set in full mortar beds or otherwise secured as shown on the plans.

All inlet and outlet pipes shall be set flush with the inside face of the wall of the drainage structure as shown on the plans. The pipes shall extend through the walls for a sufficient distance beyond the outside surface to allow for satisfactory connections, and the concrete or masonry shall be constructed around them neatly to prevent leakage along their outer surfaces.

When constructing a new drainage structure within a run of existing pipe, the section of existing pipe disturbed by the construction shall be replaced with new pipe of identical type and size extending from the drainage structure to the nearest joint of the existing pipe in accordance with 6.86.03 or as directed by the Engineer.

Backfilling shall be performed in accordance with 2.86.03.

Frames, covers and tops which are to be reset shall be removed from their present beds, the walls or sides shall be rebuilt to conform to the requirements of the new construction and the frames, covers and tops shall be reset as shown on the plans or as directed by the Engineer.

5.86.04—Method of Measurement:

Drainage Trench Excavation: In accordance with 2.86.04, excavation for drainage trench will not be measured for payment but shall be included in the Contract unit price for the type of structure being installed.

Rock in Drainage Trench Excavation: Rock in Drainage Trench Excavation will be measured in accordance with the drainage trench excavation limits described in 2.86.03.

Manholes, Catch Basins and Drop Inlets will be measured as separate units.

Resetting of Manholes, Catch Basins and Drop Inlets will be measured as separate units.

Replacement of frames, covers, and tops will be measured as a unit for catch basin top or manhole frame and cover.

Conversion of drainage structures as specified on the plans, or as directed by the Engineer, including structure reconstruction will be measured for payment as a unit.

Removal or abandonment of drainage structures outside of drainage trench excavation limits, as defined in 2.86.03, will be measured as separate units.

There will be no measurement or direct payment for the application of the protective compound material, the cost of this work shall be considered as included in the general cost of the work.

Measurement for payment for work and materials involved with installing pipes to connect new drainage structures into a run of existing pipe will be as provided for under the applicable Contract items in accordance with 6.86.04.

There will be no measurement or direct payment for plugging existing pipes with cement masonry, the cost of this work will be considered as included in the general cost of the work.

5.86.05—Basis of Payment:

Drainage Trench Excavation for the installation of proposed structures described herein will be paid for under the respective drainage Contract item(s) for which the excavation is being performed, in accordance with the provisions of 2.86.05.

Rock in Drainage Trench Excavation will be paid for in accordance with the provisions of 2.86.05.

Manholes and Catch Basins will be paid for at the Contract unit price for each "Manhole," or "Catch Basin," of the type specified, at "0' to 10' Deep" or "0' to 20' Deep," complete in place, which price shall include all excavation, backfill, materials, equipment, tools and labor incidental thereto.

Drop Inlets will be paid for at the Contract unit price for each "Drop Inlet," of the type specified, complete in place, which price shall include all excavation, backfill, materials, equipment, tools and labor incidental thereto.

Manholes, Catch Basins and Drop Inlets constructed to modified dimensions as directed by the Engineer, will be paid for as follows:

Where the interior floor area has to be increased to accommodate existing field conditions, as measured horizontally at the top of the base of the completed structure, and does not exceed 125% of the interior floor area as shown on the plans for that structure, then the structure shall be paid for at the Contract unit price for each "Manhole," "Catch Basin," or "Drop Inlet" of the type specified. Where the floor area is greater than 125%, the increase in the unit price for the individual structure shall be in direct proportion to the increase of the completed structure interior floor area as compared to the interior floor area as shown on the plans for that structure. Such increased unit price shall include all excavation, materials, equipment, tools, and labor incidental to the completion of the structure.

Reset Units will be paid for at the Contract unit price each for "Reset Manhole," "Reset Catch Basin," or "Reset Drop Inlet," of the type specified, respectively, complete in place, which price shall include excavation, cutting of pavement, removal and replacement of pavement structure, and all materials, equipment, tools and labor incidental thereto, except when the work requires reconstruction greater than 3 feet, measured vertically, then the entire cost of resetting the unit will be paid for as Extra Work in accordance with the provisions of 1.04.05.

Frames, Covers, and Tops when required in connection with reset units, will be paid for at the Contract unit price each for such "Manhole Frame and Cover" or "(Type) Catch Basin Top," complete in place, including all incidental expense; or when no price exists, the furnishing and placing of such material will be paid for as Extra Work in accordance with the provisions of 1.04.05.

When the catch basin top has a stone or granite curb in its design, the curb or inlet shall be included in the cost of the "(Type) Catch Basin Top."

Conversion of drainage structures will be paid for at the Contract unit price each for "Convert Catch Basin to (Type) Catch Basin," "Convert Catch Basin to (Type) Manhole," or

"Convert Manhole to (Type) Catch Basin," complete in place, which price shall include excavation, cutting of pavement, removal and replacement of pavement, backfill, all alterations to existing structure, all materials including catch basin frame and grate of the type specified, or manhole frame and cover, all equipment, tools and labor incidental thereto.

The maximum change in elevation of frame under these items shall not exceed 3 feet. Greater depth changes, if required, shall be paid for as Extra Work, in accordance with 1.04.05.

Removal or abandonment of drainage structures outside of drainage trench excavation limits as defined in 2.86.03 will be paid for at the Contract unit price each for "Remove Drainage Structure – 0' to 10' Deep," "Remove Drainage Structure – 0' to 20' Deep," or "Abandon Drainage Structure," which price shall include excavation, cutting of pavement, removal and replacement of pavement, backfill, and all equipment, tools and labor incidental thereto.

Pay Item	Pay Unit
(Type) Catch Basin – 0' to 10' Deep	ea.
(Type) Catch Basin – 0' to 20' Deep	ea.
Manhole (Size) – 0' to 10' Deep	ea.
Manhole (Size) – 0' to 20' Deep	ea.
(Type) Drop Inlet	ea.
Reset Catch Basin	ea.
Reset Manhole	ea.
Reset Drop Inlet	ea.
Convert Catch Basin to (Type) Catch Basin	ea.
Convert Catch Basin to (Type) Manhole	ea.
Convert Manhole to (Type) Catch Basin	ea.
Manhole Frame and Cover	ea.
(Type) Catch Basin Top	ea.
Remove Drainage Structure – 0' to 10' Deep	ea.
Remove Drainage Structure – 0' to 20' Deep	ea.
Abandon Drainage Structure	ea.

SECTION 6.86 - DRAINAGE PIPES, DRAINAGE PIPE ENDS

6.86.01—Description

6.86.02—Materials

6.86.03—Construction Methods

6.86.04—Method of Measurement

6.86.05—Basis of Payment

6.86.01—Description: This work shall consist of furnishing, preparing and installing drainage pipes of the size and type specified, bedding material, joint sealant, rubber gaskets, clamps, collars, grout, grout collars, drainage trench excavation, backfilling or satisfactory disposal of all materials, the removal of which is necessary for the proper completion of the work, connecting proposed drainage systems to existing systems, plugging or abandoning existing pipes and removal of existing pipe within trench limits, as shown on the plans or as directed by the Engineer.

This Section shall also include removal of drainage pipes outside of drainage trench excavation limits, as defined in 2.86.03-1.

6.86.02—Materials: The materials for this work shall meet the following requirements: Drainage Pipe, Drainage Pipe Ends, Sealers, Gaskets and connection hardware shall meet the requirements of M.08.01.

Bedding Material shall meet the requirements of M.08.03-1.

Granular Fill, if necessary, shall meet the requirements of M.02.01.

Brick Masonry shall meet the requirements of M.11.03 and Mortar shall meet the requirements of M.11.04.

Concrete used for Concrete Pipe Connections shall be Class “F” Concrete meeting the requirements of M.03.

6.86.03—Construction Methods:

- (1) **Drainage Trench Excavation:** Drainage trench excavation and backfilling shall be performed in accordance with 2.86.03 and the requirements of the plans.

Where drainage pipe is to be laid below the surface, a drainage trench shall be excavated to the required depth, the bottom of which shall be graded to the elevation of the bottom of the bedding material.

Where drainage pipe is to be laid in a fill area, the embankment shall be placed and compacted to a minimum elevation 12 inches above the top of the proposed pipe, whereupon the drainage trench excavation shall be performed and the pipe installed.

- (2) **Rock in Drainage Trench Excavation:** When rock, as defined in 2.86.01-2, is encountered, work shall be performed in accordance with 2.86.03 and the requirements of the plans.
- (3) **Drainage Pipe Installation:** New or re-laid drainage pipes shall be installed on 4 inches of bedding material (12 inches if over rock in ledge formation), the details as shown on the plans, or as directed by the Engineer. Prior to placement of the drainage pipe, in accordance with the plans, bedding material shall be pre-shaped to 10% of the total height

of the pipe in order to keep the pipe in the center of the trench. Following placement of the drainage pipe, bedding material backfill shall be placed in accordance with the following table:

Internal Pipe Diameter	Required Bedding Material Backfill
< 48 inches *	25% of total height of the pipe
≥ 48 inches *	12 inches above the top of the pipe
*Includes pipe arch of equivalent internal horizontal span See Standard Drawing	

The placement of the drainage pipe shall start at the downstream end and progress upstream or as shown on the plans, or as directed by the Engineer. All drainage pipes shall be carefully laid in the center of the drainage trench, true to the lines and grades given. Bell ends shall face upgrade and all joints shall be tight.

Joints in concrete pipe shall be sealed with cold-applied bituminous sealer, preformed plastic gaskets or flexible, watertight, rubber-type gaskets. Portland cement mortar shall not be used for sealing pipe joints except with permission of the Engineer.

When cold-applied bituminous sealer is used, the bell and spigot ends shall be wiped clean and dry before applying the bituminous sealer to the pipe ends. Before the drainage pipes are placed in contact with each other, the spigot or tongue end shall be completely covered with bituminous sealer; then the pipe shall be laid to line and grade so the inside surface of all abutting pipes are flush. Additional bituminous sealer shall be applied to the joint after the connection has been made to ensure a water tight connection.

Where the end of an existing drainage pipe is not compatible with the end of a proposed concrete pipe, the Contractor shall align the inner diameters of the pipes being connected, butt the pipe ends together, and construct a cast-in-place concrete pipe connection, as shown in the plans. Incompatible bell/spigot or tongue/groove ends shall be cut off as required to ensure the interior drainage pipe walls are aligned to provide a smooth transition between the pipes.

Metal pipe and pipe arches shall be carefully joined and firmly clamped together by approved connecting bands, which shall be properly bolted in place before any backfill is placed.

Newly installed drainage pipe which is not in true alignment, or which shows any settlement or distortion, shall be reinstalled in accordance with 1.05.03.

When drainage pipe outside of proposed drainage trench limits is to be removed, it shall be removed to the limits shown on the plans and all remaining pipes shall be plugged with cement masonry.

Where shown on the plans or directed by the Engineer, the Contractor shall plug abandoned existing pipes with cement masonry.

- (4) **Drainage Pipe End Installation:** Reinforced concrete drainage pipe ends shall be placed on a prepared bed of the existing ground and accurately aligned as shown on the plans. The joints shall be sealed as specified in 6.86.03-3 and backfill shall be placed around both sides of the unit simultaneously to the elevation shown on the plans.

Metal drainage pipe ends shall be placed on a prepared bed of the existing ground and accurately aligned as shown on the plans. After the attachment of the drainage pipe end, backfill shall be placed around both sides of the unit up to the elevation shown on the plans, exercising caution to avoid displacement or deformation of the unit.

6.86.04—Method of Measurement: This work will be measured as follows:

Drainage Trench Excavation, in accordance with 2.86.04, will not be measured for payment.

Rock in Drainage Trench Excavation will be measured in accordance with 2.86.04.

Bedding Material will not be measured for payment.

New and Re-laid Pipes and Pipe Arches will be measured for payment by the actual number of linear feet of pipe or pipe arch of the various sizes and types, completed and accepted and measured in place along the invert. Coupling bands and fittings for pipes and pipe arches will not be measured for payment.

Reinforced Concrete Drainage Pipe Ends and Metal Drainage Pipe Ends will be measured for payment as separate units.

Corrugated Metal Pipe Elbows (of the Size and Type specified) will be measured for payment by the actual number of linear feet of pipe elbows completed and accepted, based on 6 linear feet per elbow, as shown on the plans. Coupling bands for elbows will not be measured for payment.

Concrete Pipe Connection will be measured for payment by the number of each concrete pipe connection constructed at locations where proposed concrete pipes tie into an existing pipe with an incompatible end, completed and accepted by the Engineer.

Removal of drainage pipe outside of drainage trench excavation limits, as defined in 2.86.03, will be measured for payment by the actual number of linear feet of drainage pipe removed.

There will be no measurement for plugging existing pipes with cement masonry.

6.86.05—Basis of Payment:

Drainage Trench Excavation for the installation of drainage pipes will not be paid separately but shall be included in the Contract unit price for the respective drainage pipe or pipe end item(s), in accordance with the provisions of 2.86.05.

Rock in Drainage Trench Excavation will be paid for in accordance with the provisions of 2.86.05.

Bedding Material necessary for the installation of drainage items described herein will be included in the Contract unit price for the respective drainage pipe or pipe end item(s). Bedding material required to fill voids when rock in drainage trench is encountered will not be measured for payment but shall be included in the Contract unit price for "Rock in Drainage Trench Excavation," in accordance with 2.86.05.

New Pipes and Pipe Arches will be paid for at the Contract unit price per linear foot for "(Size and Type) Pipe (Thickness) – 0' to 10' Deep," "(Size and Type) Pipe (Thickness) – 0' to 20' Deep," "(Size) Pipe Arch (Thickness) – 0' to 10' Deep" or "(Size) Pipe Arch (Thickness) – 0' to 20' Deep" complete in place, including materials, drainage trench excavation, bedding material, equipment, tools, and labor incidental thereto.

Relaid Pipes and Pipe Arches will be paid for at the Contract unit price per linear foot for "Relaid Pipe (Size and Type) – 0' to 10' Deep," "Re-laid Pipe (Size and Type) – 0' to 20' Deep," "Relaid Pipe Arch (Size and Type) – 0' to 10' Deep," or "Relaid Pipe Arch (Size and Type) – 0' to 20' Deep," complete in place, including all materials, drainage trench excavation, bedding material, equipment, tools, and labor incidental thereto.

Reinforced Concrete Drainage Pipe Ends and Metal Drainage Pipe Ends will be paid for at the Contract unit price for each drainage pipe end of the Size and Type specified, complete in place, including all excavation, materials, attachment systems, equipment, tools and labor incidental thereto.

Corrugated Metal Pipe Elbows will be paid for at the Contract unit price per linear foot for "(Size and Type) Corrugated Metal Pipe Elbow" including all materials, drainage trench excavation, bedding material, equipment, tools, and labor incidental thereto.

Concrete Pipe Connection will be paid for at the Contract unit price each for "Concrete Pipe Connection" complete in place, including all materials, equipment, tools and labor incidental thereto.

Removal of drainage pipes of all types and sizes, outside of drainage trench excavation limits, as defined in 2.86.03-1, will be paid for at the Contract unit price per linear foot for "Remove Existing Pipe – 0' to 10' Deep," or "Remove Existing Pipe – 0' to 20' Deep," which price shall include excavation, temporary trench protection, backfill, and all equipment, tools and labor incidental thereto.

There will be no direct payment for the plugging of existing drainage pipes, but the cost thereof shall be included in the respective drainage Contract item(s).

Pay Item	Pay Unit
(Size and Type) Pipe (Thickness) – 0' to 10' Deep	l.f.
(Size and Type) Pipe (Thickness) – 0' to 20' Deep	l.f.
(Size and Type) Pipe Arch (Thickness) – 0' to 10' Deep	l.f.
(Size and Type) Pipe Arch (Thickness) – 0' to 20' Deep	l.f.
Relaid (Size and Type) Pipe– 0' to 10' Deep	l.f.
Relaid (Size and Type) Pipe– 0' to 20' Deep	l.f.
(Size and Type) Relaid Pipe Arch – 0' to 10' Deep	l.f.
(Size and Type) Relaid Pipe Arch – 0' to 20' Deep	l.f.
(Size) Reinforced Concrete Drainage Pipe End	ea.
(Size) Metal Drainage Pipe End	ea.
(Size and Type) Corrugated Metal Pipe Elbow	l.f.
Concrete Pipe Connection	ea.
Remove Existing Pipe – 0' to 10' Deep	l.f.
Remove Existing Pipe – 0' to 20' Deep	l.f.

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:

CRCG Grading Requirements	
<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**

Notes: (a) Compaction Parameter 50gyration N_{des} . (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
1/4"		
3/8 "	95 - 100	8
1/2 "	100	8
3/4"		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> ⁽¹⁾ 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 ⁽¹⁾	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 ⁽¹⁾ ASTM D 5821, Minimum %	Fine Aggregate Angularity AASHTO T 304, Method A Minimum %	Flat and Elongated Particles ⁽²⁾ 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)⁽²⁾	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
5	AASHTO T 312⁽²⁾	⁽¹⁾ Superpave Gyration molds compacted to N _{des}
6	AASHTO T 329	Moisture Content of Hot-Mix Asphalt (HMA) by Oven Method

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

⁽²⁾ 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	⁽¹⁾ Superpave gyratory molds compacted to N_{des}
6	AASHTO T 166	⁽²⁾ Bulk specific gravity of bituminous concrete
7	AASHTO R 35	⁽²⁾ 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: ⁽¹⁾ One set equals two six-inch molds. Molds to be compacted to N_{max} for PPTs and to N_{des} for production testing. The first subplot of the year will be compacted to N_{max}

⁽²⁾ 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 ⁽⁵⁾
VMA (%)	16.5		16.0		15.0		13.0		1.0 ⁽⁶⁾
VA (%)	4.0		4.0		4.0		4.0		1.0 ⁽⁷⁾
Gmm	JMF value		JMF value		JMF value		JMF value		0.030
Agg. Temp ⁽³⁾	280 – 350F		280 – 350F		280 – 350F		280 – 350F		
Mix Temp ⁽⁴⁾	265 – 325 F ⁽¹⁾		265 – 325 F ⁽¹⁾		265 – 325 F ⁽¹⁾		265 – 325 F ⁽¹⁾		
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
T 30	Section 7.2 thru 7.4 Samples are not routinely washed for production testing
T 168	<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>
T 195	Section 4.3 only one truck load of mixture is sampled. Samples are taken from opposite sides of the load.
T 209	<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>
T 283	When foaming technology is used, the material used for the fabrication of the specimens shall be cooled to room temperature, and then reheated to the manufactures recommended compaction temperature prior to fabrication of the specimens.

AASHTO Standard Recommended Practices	
Reference	Modification
R 26	<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>

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).

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

The completed form must be submitted to the Office of Contract Compliance for approval. The form is due on the 15th 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 **Twelve Percent (12%)** 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 #0020765A - GUANO ABATEMENT

Description:

Work under this item shall include the abatement of accumulations of pigeon, bat, bird or other rodent/animal guano and associated work by persons who are knowledgeable, qualified, and trained in the abatement of guano and the subsequent cleaning of the affected environment.

These Specifications govern all work activities that disturb guano. All activities shall be performed in accordance with, but not limited to, the current revision of the OSHA General Duty Clause 29 CFR 1910 Section 5(a)(1), OSHA Respiratory Protection Standard 29 CFR 1910.134, OSHA Construction Standards 29 CFR 1926 and applicable Industry Standards and Guidelines on Guano/Microbial Remediation, such as; ACGIH *Bioaerosols: Assessment and Control*, OSHA SHIB 03-10-10 *A Brief Guide to Mold in the Work Place*, and NIOSH Publication 97-146 *Histoplasmosis: Protecting Workers at Risk*.

The guano abatement work shall include the removal and disposal of all guano accumulations as identified on the Contract Plans and Specifications or as directed by the Engineer.

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.

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

Fire retardant polyethylene sheet shall be in roll size to minimize the frequency of joints, with factory label indicating four (4) or six (6) mil thickness.

Six (6) mil polyethylene disposable bags.

Tape (or equivalent) 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 detergents, both non-toxic and biodegradable.

Spray equipment must be capable of mixing necessary chemical agents with water, generating sufficient pressure and volume; and equipped with adequate hose length to access all necessary work areas.

Sanders, grinders, wire brushes and needle-gun type removal equipment shall be equipped with a High Efficiency Particulate Air (HEPA) filtered vacuum dust collection system.

Containers for storage, transportation and disposal of guano waste material shall be impermeable and both air and watertight.

Any planking, bracing, shoring, barricades and/or temporary sheet piling, necessary to appropriately perform work activities shall conform to all applicable federal, state and local regulations.

Air filtration devices and vacuum units shall be equipped with HEPA filters.

Construction Methods:

(1) Pre-Abatement Submittals and Notices

- (a) Fifteen (15) working days prior to the commencement of guano abatement work, the Contractor shall submit to the Engineer for review and acceptance and/or acknowledgment of the following:
1. Documentation dated within the previous twelve (12) months, certifying that all employees have received hazard communication training and understand the use and limits of respiratory equipment to be used; on an initial and annual basis.
 2. Documentation dated within the previous twelve (12) months, from a physician certifying that all employees who may be exposed to airborne guano and mold spores in excess of background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health affects. Employees shall also be informed of the specific types of respirators they shall be required to wear and the work he/she will be required to perform as well as special workplace conditions such as high temperature, high humidity and chemical contaminants to which he/she may be exposed.
 3. Documentation dated within the previous twelve (12) months, of respiratory fit testing for all employees who must don a tight-fitting face piece respirator in order to perform guano abatement activities. This fit testing shall be in accordance with qualitative procedures as detailed in 29 CFR 1910.134.
 4. Project time schedule for each phase of work.
 5. Name and qualifications of the OSHA Competent Person for the guano abatement activities, shall have a minimum of three years working experience as an environmental abatement site supervisor, shall be capable of identifying existing

guano hazards and shall have the authority to implement corrective measures to eliminate such hazards. The OSHA Competent Person shall be on-site at all times guano abatement is occurring, shall comply with applicable Federal, State and Local regulations which mandate work practices, and shall be capable of performing the work of this contract.

- (b) No abatement shall commence until a copy of 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 to, and receipt of, all required paperwork by the Engineer.

(2) Guano Abatement Provisions:

(a) General Requirements

The Abatement Contractor/Subcontractor shall have an OSHA Competent Person on site and in control on the job site at all times during abatement work.

All labor, materials, tools, equipment, services, testing, insurance (with specific coverage for work on guano/spores), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards and codes, and these Specifications shall be provided by the Contractor. The Contractor shall be prepared to work all shifts and weekends throughout the course of this project as directed by the Engineer.

Prior to beginning work, the Contractor shall perform a visual survey of each work area and review conditions at the site for safety reasons. 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.

The Contractor shall:

Shutdown and isolate heating, cooling, and ventilating air systems to prevent contamination and spore dispersal to the other areas of the building.

Shut down and lock out/tag out electrical power, including all receptacles and light fixtures, when feasible. The use or isolation of electrical power will be coordinated with all other ongoing uses of electrical power at the site.

Coordinate all power and fire alarm isolation with the appropriate representatives.

When necessary, provide temporary power and adequate lighting and ensure safe installation of electrical equipment, including ground fault protection and power cables, in compliance with applicable electrical codes and OSHA requirements. The Contractor is responsible for proper connection and installation of electrical wiring.

If sufficient electrical service is unavailable, the Contractor may need to supply electrical power to the site by fuel operated generator(s). Electrical power supply shall be sufficient for all equipment required for this project in operation throughout the duration of the project.

In each interior work area, negative pressure must be continuously maintained until the area achieves satisfactory reoccupancy criteria and is approved by the Project Monitor to be deregulated. If interior work phases cannot be subdivided into manageable work areas that can be completed within one shift, negative air pressure must be maintained twenty-four (24) hours per day and the Contractor shall establish temporary electrical service to the site, rather than utilize generators.

Water service may not be available at the site. Contractor shall supply sufficient water for each shift to operate the decontamination shower units as well as to maintain the work areas adequately wet.

Ladders and/or scaffolds shall be in compliance with OSHA requirements, and of adequate length, strength and sufficient quantity to support the scope of work. Use of ladders/scaffolds shall be in conformance with OSHA 29 CFR 1926 Subpart L and X requirements.

Work performed at heights exceeding six feet (6') shall be performed in accordance with the OSHA Fall Protection Standard 29 CFR 1926 Subpart M including the use of fall arrest systems as applicable.

Any data provided to the Contractor regarding guano accumulations identified throughout the structure(s) is for informational purposes only. Under no circumstances shall this information be the sole means used by the Contractor for determining the presence and location of all guano accumulations. Prior to commencement of work, the **Contractor shall verify all field conditions and quantities affecting performance/completion of the work** as described in these Specifications in accordance with OSHA, USEPA, USDOT, DEP standards. Compliance with the applicable requirements is solely the responsibility of the Contractor.

The Engineer will provide a Project Monitor to oversee the activities of the Contractor. No abatement work shall be performed until the Project Monitor is on-site. Environmental sampling may be conducted as deemed necessary by the Project Monitor.

Warning signs shall be posted at each entrance to the work area which clearly indicates the area has been regulated as a MICROBIAL REMEDIATION WORK AREA – AUTHORIZED PERSONNEL ONLY.

(b) Worker Decontamination Enclosure System

The Contractor shall establish contiguous to the Regulated Work Area, a Worker Decontamination Enclosure System consisting of Equipment Room and Clean Room in series, as detailed below. Access to the Regulated Area shall only be through this enclosure.

Access between rooms in the Worker Decontamination Enclosure System shall be through airlocks. Other effective designs are permissible. The Clean Room and Equipment Room located within the Worker Decontamination Enclosure, shall be contiguously connected with taped airtight edges, thus ensuring the sole source of airflow originates from outside the regulated areas, once a negative pressure differential within Interior Regulated Areas is established.

The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public.

The Equipment Room shall be of sufficient capacity to accommodate the number of workers. The Equipment Room shall be utilized by personnel to remove protective clothing, decontaminate through the use of HEPA vacuums and a wash facility, and clean off sealed waste containers ready for removal from the work area. No worker or other person shall leave a Regulated Area without decontaminating.

(c) Containment of Interior Work Areas

Pre-clean the work areas using HEPA filtered equipment (vacuum) and/or wet methods as appropriate, collecting and properly containing all dust and debris as guano contaminated waste. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of three micrometers in diameter or larger. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

After pre-cleaning, movable objects not designated for relocation by others shall be removed from the work areas with the utmost care to prevent damage of any kind and relocated to a temporary storage location coordinated with the Engineer. The Contractor is responsible for protecting all fixed objects that are permanent fixtures or are too large to remove and remain inside the Regulated Area. Fixed objects shall be enclosed with one layer of six (6) mil polyethylene sheeting sealed with tape.

Engineering controls must be implemented to ensure that debris is not dispersed outside of the work area during cleaning/removal process. Such controls involve source containment, limited critical barriers, full poly containment enclosures and/or negative pressure enclosures, based on the size and magnitude of contamination, as directed by the Engineer, and in accordance with Industry Standards and Guidelines.

Critical barriers consisting of a minimum of one (1) layer of six (6) mil polyethylene sheeting, secured at the edges with duct tape, shall be installed to seal off all windows, doorways, skylights, ducts, grilles, diffusers, vents, light fixtures, suspended ceiling tile systems and any other openings between the Regulated Work Areas and the surrounding uncontaminated areas, including the outside of the building. Complete isolation of the work area from adjacent areas

using a minimum of one (1) layer of six (6) mil polyethylene sheeting to create an enclosure and seal with duct tape. HVAC systems within the work area cannot be operating.

HEPA filtered negative air filtration units will be used with the intake in the general work area and exhaust outdoors during removal/cleaning of large or extensive contamination areas, and/or as directed by the Engineer, so as to provide local exhaust ventilation and create a negative pressure enclosure work area. Negative pressure must be maintained continuously in each work area until the area achieves satisfactory verification criteria and is approved by the Engineer for deregulation. A sufficient number of negative air filtration units shall be utilized in each work area to create a negative pressure differential in the range of 0.02 to 0.04 inches of water column between the Regulated Area and surrounding areas and allow a sufficient flow of air through the area to provide four (4) air changes per hour. Negative air filtration units shall be equipped with four stages of filtration, with the final stage being High Efficiency Particulate Air (HEPA) filtration and incorporate an automatic warning system to indicate pressure drop or unit failure. Negative pressure shall be measured in each work area by a recording manometer, during the entire project.

Following construction of the containment work area, the containment shall pass a pre-abatement visual inspection by the Competent Person and the Project Monitor prior to commencement of abatement work.

(d) Alternate work area containment requirements for exterior abatement procedures

In lieu of the establishment of a negative pressure enclosure (NPE) system as described above, guano accumulations will be removed from exterior work areas within an outdoor Regulated Area(s). The regulated work areas will be established by the use of appropriately labeled barrier tape and postings, as well as source containment, poly drop cloths and local HEPA exhaust ventilation. A remote personnel decontamination unit will also be required.

(e) Personnel Protection

The Contractor shall utilize all appropriate engineering controls and safety and protective equipment while performing the work in accordance with applicable standards and guidelines.

Abatement workers should have received hazard communication awareness training on safe work practices associated with guano/microbial abatement, and health effects of guano/microbial spore exposure, be medically approved to perform such work and have received fit testing for respirator use.

Abatement workers conducting the cleaning/removal and all personnel entering the work areas will be required to wear personal protective equipment including the following minimum. The Contractors Competent Person shall ultimately make the exposure/hazard assessment judgement on whether upgraded PPE is required.

1. Negative Pressure Respirators equipped with N-95 filter cartridges
2. Disposable coveralls with a hood

3. Eye protection
4. Appropriate gloves

Respiratory protection shall be provided and shall meet the requirements of OSHA as required in 29 CFR 1910.134. A formal respiratory protection program must be implemented in accordance with 29 CFR 1910.134. The Contractor shall provide respirators from among those approved as being acceptable for protection by the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11.

All other necessary personnel protective equipment (i.e. hardhat, work boots, safety glasses, hearing protection, etc.) required to perform the abatement work activities, as deemed necessary by the Competent Person, shall conform to all applicable federal, state and local regulations.

All other qualified and authorized persons entering into a Regulated Area (i.e. Project Monitor, Regulatory Agency Representative) shall adhere to the requirements of personnel protection as stated in this section.

Contractor shall ensure that all workers and authorized persons who enter and leave the work area use a personnel decontamination system.

Contractor shall ensure HEPA filtered local exhaust ventilation is provided in all areas where extensive guano accumulations are to be cleaned/removed to reduce the potential for airborne exposure to spores.

Non-abatement workers shall be kept out of the immediate areas where abatement is ongoing.

(f) Removal and Cleaning Methods

The general cleaning/removal procedures specified herein are to be used as a guideline throughout the project. Deviations from specified methods of removal/cleaning must be approved in writing by the Engineer prior to their implementation.

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. 00255, I-395 over Route 85, Waterford, CT

Abutments, Beams and Piers on Underside of Bridge

Using trained and appropriately protected staff, remove and dispose of all accumulations of guano, feathers, carcasses, etc. as directed by the Engineer. Clean the areas where removal occurs using biodegradable/non-toxic detergent solutions and HEPA vacuuming. Regulated area(s) shall be established at the perimeter of the work area(s), and access shall be controlled by the Contractor. Utilize dust suppression methods such as misting (not

soaking) materials prior to abatement. Poly drop cloths should be used as appropriate to protect objects in direct proximity to the work areas from contamination and prevent the release of contamination/debris to outside areas. After cleaning the area(s) should be left dry and visibly free from contamination and debris. Utilize damp wiping and HEPA filtered vacuuming techniques for final area cleanup. A remote personnel decontamination unit shall also be utilized. Waste generated from the cleaning process should be removed from the work space in sealed plastic bags to prevent dispersal of spores to non-affected building/work spaces and disposed of as general bulky C&D waste debris. Removal shall be undertaken in accordance with Industry Guidelines. Care should be exercised during guano removal/cleaning to not disturb or release any underlying lead paint which may be present. Contractor shall be responsible for the erection and safe maintenance of any and all necessary apparatus/equipment to gain access to the work areas and perform the required abatement.

Contractor shall wet mist all materials/accumulations/surfaces scheduled for removal/cleaning prior to commencing work to minimize airborne dust/spore generation and use damp methods throughout the removal/cleanup process.

Contaminated materials, accumulations and debris that are to be removed must be removed with as little disturbance as possible.

The Contractor shall promptly place the removed material in disposal containers (six (6) mil polyethylene bags, fiber drums, etc.) as it is removed. Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene sheeting secured with tape. As the disposal containers are filled, the Contractor shall promptly seal the containers and clean the containers before removal from the work area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Materials with sharp-edged components (e.g. nails, screws, metal lath, tin sheeting) which could tear polyethylene bags and sheeting shall be placed in clean drums and sealed with locking ring tops. All waste containers shall be leak-tight, (typically consisting of two layers of 6 mil poly (or bags)). Containers shall be decontaminated by wet cleaning and HEPA vacuuming within the decontamination area prior to exiting the regulated area. On site storage of waste containers shall be as dictated and allowed by the Engineer within the extent of construction operations. On site storage of waste containers in public areas, outside of construction containment areas shall not be allowed.

Following material/accumulation removal, Contractor shall thoroughly clean the work area. Cleaning of surfaces and content items, shall utilize wet/damp wiping coupled with a non-toxic, biodegradable detergent wash. Following cleaning, the areas shall be dried and HEPA vacuumed to remove all associated dirt and debris.

The use of biocides, including chlorine bleach, is not recommended during guano/microbial abatement. Biocides are toxic to humans and may cause damage to underlying building substrates. Any use of biocides, fungicides, disinfectants or encapsulants can be done only with the written approval of the Engineer.

After cleaning, the Competent Person and Project Monitor shall perform a post remediation visual inspection of each work area to ensure remediation is complete, that no dust or debris remains on surfaces in the work areas as the result of removal/cleaning operations and the areas have been dried. All surfaces within the Regulated Work Areas, including but not limited to ledges, beams, and hidden locations shall be inspected for visible residue. Evidence of guano/microbial accumulations/contamination and/or debris identified during this inspection will necessitate further cleaning as heretofore specified. The area shall be re-cleaned at the Contractor's expense, until the standard of cleaning is achieved.

If at any time, the Project Monitor should suspect contamination of areas outside the Regulated Area, the Contractor shall immediately stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination.

(g) Quality Assurance/Verification

At a minimum, the affected areas shall be free of visible guano accumulations and debris, free of moldy odors and be left dry.

Surface and airborne types and levels of microbial spores may be tested by the Project Monitor upon completion of the cleaning and sanitizing to assure that the affected areas have been returned to a level equivalent to non-affected/ambient areas. Where samples are collected, acceptable results shall be considered levels less than background (interior non-affected and/or ambient) areas for all microbial genera with similar microbial types and rank order and which do not indicate amplification. Any samples collected shall be analyzed at a laboratory accredited by the AIHA EMPAT program. When sampling is performed, it shall be conducted no less than 1 hour after abatement cleanup work has been completed.

The Engineers on-site Project Monitor will verify compliance with these specifications, conduct post-abatement work area inspections and/or collect post abatement samples, photographs, and/or videos of the cleaned surfaces/work areas as deemed necessary.

If any areas fail inspection/testing, the failed area shall be re-cleaned by the Contractor and retested at no cost to the Engineer.

(h) Post Abatement Work Area Deregulation

The Contractor shall remove all remaining polyethylene, including critical barriers, and Decontamination Enclosure Systems leaving negative air filtration devices in operation as long as feasible. HEPA vacuum and/or wet wipe any visible residue which is uncovered during this process. All waste generated during this disassembly process shall be discarded as abatement waste.

A final visual inspection of the work area shall be conducted by the Competent Person and the Project Monitor to ensure that all visible accumulations of suspect materials have been removed and that no equipment or materials associated with the abatement project remain.

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 Engineer.

(i) Waste Disposal

Waste generated from the removal of guano, while an environmental health hazard, is not classified as a biological waste or hazardous waste. All waste materials generated during abatement shall be disposed of as bulky C&D waste in accordance with CTDEP Solid Waste Management requirements. Contractor shall supply to the Engineer completed shipping papers for each load of waste transported for disposal, indicating the solid waste landfill name and location and quantity of waste disposed of.

(3) Project Closeout Data:

The Contractors site supervisor shall keep a logbook to document daily site activity. The log book shall document the preparation tasks, schedule, engineering controls utilized, abatement work conducted, daily lists of employees on site, exposure/hazard assessment judgements, negative pressure manometric measurement readings, PPE utilized, waste shipping papers, etc.

The Contractor will submit the original log book and any other related documentation to the Engineer within 30 days of completion of work.

Final payment to the Contractor shall not be approved without submission of the reporting materials.

Method of Measurement:

The quantity of guano abatement shall be the actual number of cubic feet removed for disposal, completed and accepted, within the lines of the work area as shown on the plans or as ordered by the Engineer.

Basis of Payment:

The work will be paid for at the contract unit price per cubic foot for “Guano Abatement”, completed, which price shall include the specialty services of the Guano Removal Contractor including: labor, materials, equipment, insurance, submittals, personal protective equipment, temporary enclosures, apparatus/equipment necessary for work area access, utility costs, incidentals, fees and labor incidental to the removal, transport and disposal of guano, including close out documentation.

Final payment for guano abatement will not be made until all the project closeout data submittals have been completed and provided to the Engineer. Once the completed package has been received in its entirety, the Engineer will make the final payment to the Contractor.

<u>Pay Item</u>	<u>Pay Unit</u>
Guano Abatement	Cubic Foot

ITEM #0020801A – ASBESTOS ABATEMENT

Description:

Work under this item shall include the abatement of asbestos containing materials (ACM) and associated work by persons who are knowledgeable, qualified, trained and licensed in the removal, treatment, handling, and disposal of ACM and the subsequent cleaning of the affected environment. ACM shall include material composed of any type of asbestos in amounts greater than one percent (1%) by weight. The Contractor performing this work shall possess a valid Asbestos Abatement Contractor license issued by the Connecticut Department of Public Health (CTDPH).

These Specifications govern all work activities that disturb asbestos containing materials. All activities shall be performed in accordance with, but not limited to, the current revision of the OSHA General Industry Standard for Asbestos (29 CFR 1926.1001), the OSHA Asbestos in Construction Regulations (29 CFR 1926.1101), the USEPA Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) Regulations (40 CFR Part 61 Subpart M), the CTDPH Standards for Asbestos Abatement, Licensure and Training (19a-332a-1 through 16, 20-440-1 through 9 & 20-441), and the CTDEEP Special Waste Disposal Regulations (22a-209-8(i)).

The asbestos abatement work shall include the removal and disposal of all ACM as identified on the Contract Plans and Specifications prior to the planned renovation/demolition project. This Item 0020801A – Asbestos Abatement was designed by Mr. Stephen Arienti, a State of Connecticut licensed Asbestos Project Designer (#000284).

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.

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

Fire retardant polyethylene sheet shall be in roll size to minimize the frequency of joints, with factory label indicating four (4) or six (6) mil thickness.

Six (6) mil polyethylene disposable bags shall have pre-printed OSHA/EPA/DOT labels and shall be transparent.

Tape (or equivalent) 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.

Surfactant is a chemical wetting agent added to water to improve penetration and shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent. The surfactant shall be mixed with water to provide a concentration one (1) ounce surfactant to five (5) gallons of water, or as directed by the manufacturer.

Spray equipment must be capable of mixing necessary chemical agents with water, generating sufficient pressure and volume; and equipped with adequate hose length to access all necessary work areas.

Drills, saws, sanders, grinders, wire brushes and needle-gun type removal equipment shall be equipped with a High Efficiency Particulate Air (HEPA) filtered vacuum dust collection system.

Containers for storage, transportation and disposal of asbestos containing waste material shall be impermeable and both air and watertight.

Labels and warning signs shall conform to OSHA 29 CFR 1926.1101, USEPA 40 CFR Part 61.152, and USDOT 49 CFR Part 172 as appropriate.

Encapsulant, a material used to chemically entrap asbestos fibers to prevent these fibers from becoming airborne, shall be of the type which has been approved by the Engineer. Use shall be in accordance with manufacturer's printed technical data. The encapsulant shall be clear and must be compatible with new materials being installed, if any.

Any planking, bracing, shoring, barricades and/or temporary sheet piling, necessary to appropriately perform work activities shall conform to all applicable federal, state and local regulations.

Air filtration devices and vacuum units shall be equipped with HEPA filters.

Construction Methods:

(1) Pre-Abatement Submittals and Notices

- (a) The scope of work for this project includes the removal of exterior non-friable ACM, which is not defined as "Asbestos Abatement" under the CTDPH Asbestos Abatement Standards (19a-332a-1) nor as Regulated asbestos containing materials (RACM) under the EPA Asbestos NESHAP. Therefore, the Contractor is **not required to submit an Asbestos Abatement Notification to CTDPH or EPA, prior to the commencement of work, so long as work practices will not render more than 25 square feet (SF) (CTDPH) or 160 SF (EPA) of the exterior non-friable ACM into a friable state.**

- (b) Fifteen (15) working days prior to the commencement of asbestos abatement work, the Contractor shall submit to the Engineer for review and acceptance and/or acknowledgment of the following:
1. Permits and licenses for the removal of asbestos-containing or contaminated materials, including a CTDPH valid asbestos removal contractor's license.
 2. Documentation dated within the previous twelve (12) months, certifying that all employees have received USEPA Model Accreditation Plan approved asbestos worker/supervisor training in the proper handling of materials that contain asbestos; understand the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis, and copies of all employees CTDPH asbestos worker and/or supervisor licenses.
 3. 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 1926.1101;
 - b. respirator fit testing within the previous twelve (12) months as detailed in 29 CFR 1910.134 (for all employees who must also don a tight-fitting face piece respirator).
 4. Copies of the EPA/State-approved certificates for the proposed asbestos landfill.
- (c) No abatement shall commence until a copy of 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 to, and receipt of, all required paperwork by the Engineer.

(2) Asbestos Abatement Provisions:

(a) General Requirements

The Abatement Contractor/Subcontractor shall possess a valid State of Connecticut Asbestos Contractor License. Should any portion of the work be subcontracted, the subcontractor must also possess a valid State of Connecticut Asbestos Contractor License. The Asbestos Abatement Site Supervisor employed by the Contractor shall be in control on the job site at all times during asbestos abatement work. All employees of the Contractor who shall perform work (i.e. Asbestos Abatement Site Supervisor, Asbestos Abatement Worker) shall be properly certified/licensed by the State of Connecticut to perform such duties.

All labor, materials, tools, equipment, services, testing, insurance (with specific coverage for work on asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards and codes, and these Specifications shall be provided by the Contractor. The Contractor shall be prepared to work all shifts and weekends throughout the course of this project.

Prior to beginning work, the Engineer and Contractor shall perform a visual survey of each work area and review conditions at the site for safety reasons. 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.

The Contractor shall, when necessary, provide temporary power and adequate lighting and ensure safe installation of electrical equipment, including ground fault protection and power cables, in compliance with applicable electrical codes and OSHA requirements. The Contractor is responsible for proper connection and installation of electrical wiring.

If sufficient electrical service is unavailable, the Contractor may need to supply electrical power to the site by fuel operated generator(s). Electrical power supply shall be sufficient for all equipment required for this project in operation throughout the duration of the project.

Water service may not be available at the site. Contractor shall supply sufficient water for each shift to operate the decontamination shower units as well as to maintain the work areas adequately wet.

Ladders and/or scaffolds shall be in compliance with OSHA requirements, and of adequate length, strength and sufficient quantity to support the scope of work. Use of ladders/scaffolds shall be in conformance with OSHA 29 CFR 1926 Subpart L and X requirements.

Work performed at heights exceeding six feet (6') shall be performed in accordance with the OSHA Fall Protection Standard 29 CFR 1926 Subpart M including the use of fall arrest systems as applicable.

Data provided regarding asbestos sampling conducted throughout the structure(s) is for informational purposes only. Under no circumstances shall this information be the sole means used by the Contractor for determining the presence, location and/or quantity of all asbestos containing materials. The Contractor shall verify all field conditions affecting performance of the work as described in these Specifications in accordance with OSHA, USEPA, USDOT, DEEP standards. Compliance with the applicable requirements is solely the responsibility of the Contractor.

The Engineer will provide a Project Monitor to oversee the activities of the Contractor. No asbestos work shall be performed until the Project Monitor is on-site. Pre-abatement, during abatement and post-abatement air sampling will be conducted as deemed necessary by the Project Monitor. Waste stream testing will be performed, as necessary, by the Project Monitor prior to waste disposal.

(b) Set-Up

Pre-clean the work areas using HEPA filtered equipment (vacuum) and/or wet methods as appropriate, collecting and properly containing all loose debris as asbestos-containing/asbestos contaminated waste. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of three micrometers in diameter or larger. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

The Contractor shall establish a remote Worker Decontamination Enclosure System consisting of Equipment Room, Shower Room and Clean Room in series, as detailed below. Access to the Regulated Area shall only be through this enclosure.

Access between rooms in the Worker Decontamination Enclosure System shall be through airlocks. Other effective designs are permissible. The Clean Room, Shower Room and Equipment Room located within the Worker Decontamination Enclosure, shall be contiguously connected with taped airtight edges.

The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public.

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 through the use of electric hot water heaters supplied by the Contractor. No worker or other person shall leave a Regulated Area without showering. Shower water shall be collected and filtered using best available technology and disposed of in an approved sanitary drain. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate.

The Contractor shall ensure that no personnel or equipment be permitted to leave the Regulated Area until proper decontamination procedures (including HEPA vacuuming, wet wiping and showering) to remove all asbestos debris have occurred.

Post warning signs meeting the specifications of OSHA 29 CFR 1910.1001 and 29 CFR 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee may read the sign and take the necessary protective steps before entering the area. Additional signs may require posting following construction of workplace enclosure barriers.

Alternate set up requirements for exterior non-friable asbestos abatement procedures

In lieu of the establishment of a negative pressure enclosure (NPE) system as described by CTDPH Sections 19a-332a-5(c), 5(d), 5(e), and 5(h), non-friable ACM will be removed from exterior work areas within an outdoor Regulated Area(s). The regulated work area will be established by the use of appropriately labeled barrier tape and postings in compliance with CTDPH 19a-332a-5(a) as well as OSHA 29 CFR 1926.1101. A remote personnel

decontamination unit as specified in Section 19a-332a-6 will be required. This method shall only be utilized provided exposure assessment air sampling data collected during the removal of the exterior non-friable materials indicates that the exposure levels during removal of such materials do not exceed 0.1 asbestos f/cc. Should exposure assessment air sampling data exceed this level, and engineering efforts to reduce the airborne fiber levels not be successful in reducing the levels to less than 0.1 f/cc, removal shall occur within these areas under full containment conditions.

(c) Personnel Protection

The Contractor shall utilize all appropriate engineering controls and safety and protective equipment while performing the work in accordance with OSHA, USEPA, USDOT, CTDEEP and CTDPH regulations.

The Contractor shall provide and require all workers to wear protective clothing in the Regulated Areas where asbestos fiber concentrations may reasonably be expected to exceed the OSHA established Permissible Exposure Limits (PEL) or where asbestos contamination exists. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings.

Respiratory protection shall be provided and shall meet the requirements of OSHA as required in 29 CFR 1910.134, and 29 CFR 1926.1101 as well as the requirements of the CTDPH regulations. A formal respiratory protection program must be implemented in accordance with 29 CFR 1926.1101 and 29 CFR 1910.134. The Contractor shall provide respirators from among those approved as being acceptable for protection by the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11.

All other necessary personnel protective equipment (i.e. hardhat, work boots, safety glasses, hearing protection, etc.) required to perform the asbestos abatement work activities shall conform to all applicable federal, state and local regulations.

All other qualified and authorized persons entering into a Regulated Area (i.e. Project Monitor, Regulatory Agency Representative) shall adhere to the requirements of personnel protection as stated in this section.

(d) Asbestos Abatement Procedures

The Asbestos Abatement Site Supervisor, as the OSHA Competent Person shall be at the site at all times.

The Contractor shall not begin abatement work until authorized by the Project Monitor, following a pre-abatement visual inspection.

All workers and authorized persons shall enter and leave the Regulated Area through the Worker Decontamination Enclosure System, leaving contaminated protective clothing in the Equipment Room for reuse or disposal of as asbestos contaminated waste. No one shall eat, drink, smoke, chew gum or tobacco, or apply cosmetics while in a Regulated Area.

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. 00255, I-395 over Route 85, Waterford, CT

Includes the removal of:

- **Black expansion joint material between parapet wall sections and wing walls (EJ1)**

A regulated area(s) shall be established at the perimeter of the work area(s), and access shall be controlled by the Contractor. A remote personnel decontamination unit shall be utilized. Removal shall be undertaken in accordance with OSHA Class II and USEPA Asbestos NESHAP requirements.

During removal, the Contractor shall spray asbestos materials with amended water using airless spray equipment capable of providing a "mist" application to reduce the release of airborne fibers. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Regulated Area. Do not "flood" the area with hose type water supply equipment with the potential to create water releases and/or run-off from the regulated area.

The Contractor shall continue to spray the asbestos materials with amended water, as necessary, throughout removal activities to ensure the asbestos materials remain adequately wet. The asbestos materials shall not be allowed to dry out.

In order to minimize airborne asbestos concentrations inside the Regulated Area, the Contractor shall remove the adequately wetted asbestos in manageable sections. In addition, asbestos materials removed from any elevated level shall be carefully lowered to the floor.

The Contractor shall promptly place the adequately wet asbestos material in disposal containers (six (6) mil polyethylene bags/fiber drum/poly-lined dumpsters, etc.) as it is removed. Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene sheeting secured with tape. As the disposal containers are filled, the Contractor shall promptly seal the containers, apply caution labels and clean the containers before transportation from the regulated area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Small components and asbestos-containing waste with sharp-edged components (e.g. nails, screws, metal lath, tin sheeting) which could tear polyethylene bags and sheeting shall be placed in clean drums and sealed with locking ring tops. All waste containers shall be leak-tight, (typically consisting of two layers of 6 mil poly (or bags)), and shall be properly labeled and placarded with OSHA Danger labels, DOT shipping labels, markings and placards and USEPA NESHAP generators labels. Containers shall be decontaminated by wet cleaning and HEPA vacuuming prior to exiting the regulated area.

If at any time during asbestos removal, the Project Monitor should suspect contamination of areas outside the Regulated Area, the Contractor shall immediately stop all abatement work and

take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and/or visual inspections determine decontamination.

After completion of abatement work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work the surfaces being cleaned shall be kept wet. Cleaning shall also include the use of HEPA filtered vacuum equipment.

The Contractor shall also remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris which may have splattered or collected on the polyethylene engineering controls/barriers.

The Contractor shall remove contamination from the exteriors of the scaffolding, ladders, extension cords, hoses and other equipment inside the Regulated Area. Cleaning may be accomplished by brushing, HEPA vacuuming and/or wet cleaning. The Contractor shall wet wipe the Regulated Area using cotton rags or lint free paper towels. Rags and towels shall be disposed of after each use. Workers should avoid the use of dirty rags to insure proper cleaning of surfaces. Waste water shall be filtered using best available technology into leak-proof containers prior to being transported to a sanitary sewer for discharge.

Once the Regulated Area surfaces have dried, the Project Monitor shall perform a thorough post abatement visual inspection utilizing protocols from the ASTM Standard E1368-90 *Standard Practice for Visual Inspection of Asbestos Abatement Projects*. All surfaces within the Regulated Area, including but not limited to ledges, beams, and hidden locations shall be inspected for visible residue. Evidence of asbestos contamination identified during this inspection will necessitate further cleaning as heretofore specified. The area shall be re-cleaned at the Contractor's expense, until the standard of cleaning is achieved.

Once the area has received a satisfactory post-abatement visual inspection, any equipment, tools or materials not required for completion of the work, shall be removed by the Contractor from the Regulated Area.

(e) Air Monitoring Requirements

1. The Contractor shall:

- a. 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.
- b. Conduct personnel exposure assessment air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. 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.

2. The Project Monitor, acting as the representative of the Engineer during abatement activities, will:
 - a. Collect air samples in accordance with the current revision of the NIOSH 7400 Method of Air Sampling for Airborne Asbestos Fibers while overseeing the activities of the Abatement Contractor. Frequency and duration of the air sampling during abatement will be representative of the actual conditions at the abatement site. The size and configuration of the asbestos project will be a factor in the number of samples required to monitor the abatement activities and shall be determined by the Project Monitor. The following schedule of samples may be collected by the Project Monitor:
 1. Pre-Abatement (Optional)
 - a. Background areas
 - b. Area(s) adjacent to Work Area(s)
 - c. Work Area(s)
 2. During Abatement (Optional)
 - a. Within Regulated Area(s)
 - b. Area(s) adjacent to Regulated Areas(s)
(exterior to critical barriers)
 - c. At the Decontamination Enclosure System

Abatement Activity	Pre-Abatement	During Abatement	Post-Abatement
Exterior Friable/Non-Friable	---	PCM	---

If air samples collected outside of the Regulated Area during abatement activities indicate airborne fiber concentrations greater than original background levels, or greater than 0.1 f/cc, as determined by Phase Contrast Microscopy, whichever is larger, an examination of the Regulated Area perimeter shall be conducted and the integrity of barriers shall be restored. Cleanup of surfaces outside the Regulated Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming abatement activities.

(f) Post Abatement Work Area Deregulation

The Contractor shall remove all remaining polyethylene, including critical barriers, drop-cloths, and Decontamination Enclosure Systems. HEPA vacuum and/or wet wipe any visible residue which is uncovered during this process. All waste generated during this disassembly process shall be discarded as ACM waste.

A final visual inspection of the work area shall be conducted by the Competent Person and the Project Monitor to ensure that all visible accumulations of suspect materials have been removed and that no equipment or materials associated with the abatement project remain.

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 Engineer.

(g) Waste Disposal

Unless otherwise specified, all removed materials and debris resulting from execution of this project shall become the responsibility of the Contractor and removed from the premises. Materials not scheduled for reuse shall be removed from the site and disposed of in accordance with all applicable Federal, State and Local requirements.

Waste removal dumpsters and cargo areas of transport vehicles shall be lined with a layer of six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first, and shall be extended up sidewalls 12-inches. Wall sheeting shall overlap floor sheeting 24-inches and shall be taped into place.

OSHA "Danger" signs must be attached to vehicles used to transport asbestos-containing waste prior to loading ACM waste. The signs must be posted so that they are plainly visible.

Ensure all waste containers (bags, drums, etc.) are properly packed, sealed and labeled with USEPA NESHAP generator labels, OSHA danger labels and DOT shipping labels. For each shipment of ACM waste, the Contractor shall complete an EPA-approved asbestos waste shipment record.

Authorized representatives signing waste shipment records on behalf of the generator must have USDOT Shipper Certification training in accordance with HMR 49 CFR Parts 171-180.

Transport vehicles hauling ACM waste shall have appropriate USDOT placards visible on all four (4) sides of the vehicle.

The Contractor shall dispose of asbestos-containing and/or asbestos contaminated material at an EPA authorized site and must be in compliance with the requirements of the Special Waste Provisions of the Office of Solid Waste Management, Department of Energy & Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.

Any asbestos-containing and/or asbestos-contaminated waste materials which also contain other hazardous contaminants shall be disposed of in accordance with the EPA's Resource Conservation and Recovery Act (RCRA), CTDEEP and ConnDOT requirements. Materials may be required to be stored on-site and tested by the Project Monitor to determine proper waste disposal requirements.

(h) Project Closeout Data:

1. Provide the Engineer, within 30 days of completion of asbestos abatement, a compliance package; which shall include, but not be limited to, the following:
 - a. Asbestos Abatement Site Supervisor job log;
 - b. OSHA personnel air sampling data;
 - c. Completed waste shipment records.

The Contractor shall submit the original completed waste shipment records to the Engineer.

Method of Measurement:

No measurement will be made for the work in this Section. The completed work shall be paid as a lump sum.

Basis of Payment:

The lump sum bid price for this item shall include the specialty services of the Asbestos Removal Contractor including: labor, materials, equipment, insurance, permits, notifications, submittals, personal air sampling, personal protection equipment, temporary enclosures, utility costs, incidentals, fees and labor incidental to the removal, transport and disposal of ACM, including close out documentation.

Final payment for asbestos abatement will not be made until all the project closeout data submittals have been completed (including waste shipment record(s) signed by an authorized disposal facility representative) and provided to the Engineer. Once the completed package has been received in its entirety, the Engineer will make the final payment to the Contractor.

<u>Pay Item</u>	<u>Pay Unit</u>
Asbestos Abatement	Lump Sum

ITEM #0020905A—LEAD COMPLIANCE FOR ABRASIVE BLAST CLEANING AND MISCELLANEOUS TASKS

Description: Work under this item shall include the special handling measures and work practices required for abrasive blast cleaning activities and other miscellaneous tasks, principally involved in bridge coating removal/painting and other renovation operations, which impact materials containing or covered by lead paint. Examples of typical miscellaneous exterior tasks includes: work impacting signs, guiderails, minor bridge rehabilitation, catenary structures, canopy structures, spot/localized paint removal, etc. Lead paint includes paint found to contain any detectable amount of lead by Atomic Absorption Spectrophotometry (AAS) or X-Ray Fluorescence (XRF).

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), the CTDEEP Hazardous Waste Regulations (RCSA 22a-209-1 and 22a-449(c)), and SSPC Guide 6 – Guide for Containing Debris Generated During Paint Removal Operations.

All activities shall be performed by individuals with appropriate levels of OSHA lead awareness and hazard communication training, supervised at all times by the Contractor's Competent Person, and periodically inspected by personnel working for an industrial hygiene firm (IH firm), retained by the Contractor, under the direct supervision of a Certified Industrial Hygienist (CIH). Periodic inspections shall be conducted at least weekly while work impacting lead is occurring, but shall be as frequent as necessary to maintain Contractor compliance with the OSHA Lead Construction Standards. The Contractor's Competent Person shall be on-Site at all times that the work impacting lead is being performed and shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and has authorization to take prompt corrective measures to eliminate them.

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

This item does not include the work to remove existing paint. Refer to other Contract items for paint removal special provisions.

Materials:

All materials shall be delivered to the 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 said material shall be at the Contractor's expense.

The following material requirements shall be met, where applicable:

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 that will generate hazardous lead waste above conditionally exempt small quantities (greater than 100 kg/month or greater than 1000 kg stored at any time), the Contractor shall obtain from the Engineer, on a contiguous per Site basis, a temporary EPA Hazardous Waste Generators ID number, in accordance with Item #0603222A "Disposal of Lead Debris from Abrasive Blast Cleaning," unless otherwise directed by the Engineer. Temporary EPA ID numbers are good for six (6) months from the date they are issued and can be extended once, for a maximum of six (6) months and shall not be used for longer than one (1) year. The Contractor shall notify the Engineer when an extension is needed.

B. Fifteen (15) working days prior to beginning work that impacts lead paint, the Contractor shall submit four (4) copies of each of the following to the Engineer:

1. A written Site-specific Lead Compliance Work Plan, prepared and stamped by a Certified Industrial Hygienist (CIH) that covers all workers on the Project (Contractor, Subcontractor and CTDOT representatives). The Lead Compliance Work Plan shall be prepared in accordance with 29 CFR 1926.62(e), and shall include: descriptions of each activity impacting lead; procedures for engineering controls, methods of containment, work practices, and administrative controls to be employed; daily on-Site inspections by the Competent Person; periodic on-Site inspections by IH firm personnel (describe

frequency and inspection criteria); hazard communication/training; medical surveillance; biological monitoring; exposure assessment; air monitoring; personal protective equipment (PPE); respiratory protection; housekeeping; decontamination; procedures for waste containment, storage, handling and disposal; contents of the job completion close-out report; and all other procedures that may be necessary to comply with 29 CFR 1926.62 and 40 CFR 260 – 274 and minimize employee exposure and prevent the spread of lead contamination outside the Regulated Area, as defined herein.

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, such as SSPC C-5 Deleading of Industrial Structures may be accepted as meeting these requirements if it can be demonstrated that such training addressed all required OSHA topics.

This information shall be updated and resubmitted annually, or as information changes, for the duration of lead removal work in order to verify continued compliance.

3. Name and qualifications of Contractor's OSHA Competent Person, as defined under 29 CFR 1926.62, who will be on-Site at all times that the work impacting lead paint is being performed.
4. Name and qualifications of IH firm personnel that will be performing the periodic on-Site inspections. Such personnel shall work under the direct supervision of the same CIH who stamped the Lead Compliance Work Plan and have training within the previous twelve (12) months for OSHA lead awareness and the use of lead-safe work practices or equivalent. Such personnel shall also have a minimum of two (2) years' work experience related to the OSHA Lead in Construction Standard and be capable of recognizing the hazards associated therewith.
5. Documentation from the Contractor, on company letterhead and signed by the Contractor, certifying that all employees listed therein have received the following, and are medically fit to perform the work impacting lead:
 - 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 employees who wear a tight-fitting face piece respirator)

This information shall be updated and resubmitted every six (6) months, or as information changes, for the duration of lead removal work in order to verify continued compliance.

6. Name(s) of the proposed non-hazardous, non RCRA lead debris waste disposal facility.

7. Name(s) of the proposed scrap metal recycling facility. The Contractor shall submit to the Engineer all documentation necessary to demonstrate the selected facility is able to accept lead-painted metal.
8. Name(s) of the proposed hazardous waste disposal facility (selected from the Department-approved list provided under Item #0603222A), and copies of each facilities' acceptance criteria and sampling frequency requirements.
9. 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.
10. Negative exposure assessments conducted within the previous twelve (12) months documenting that employee exposure to lead for each task is below the OSHA Action Level of $30 \mu\text{g}/\text{m}^3$. 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 Lead Compliance 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.

The 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.

The 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.
- Coordinate all power and fire alarm isolation with the appropriate representatives.

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 is 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. Any Project Monitor provided by the Engineer is supplementary to the requirement for the Contractor to have periodic inspections performed at a frequency to ensure/document Contractor compliance with the regulations and the requirements of the Contractor's Lead Compliance Work Plan. Air monitoring to comply with the Contractor's obligations under OSHA remains solely the 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 Compliance 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^3 , 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:

DANGER
LEAD WORK AREA
MAY DAMAGE FERTILITY OR THE UNBORN CHILD
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM
DO NOT EAT, DRINK, OR SMOKE IN THIS AREA

The Contractor shall also implement appropriate engineering controls, such as poly drop cloths, local exhaust ventilation, wet dust suppression methods, etc., as necessary, or where Abrasive Blast Cleaning is to be performed, a full negative pressure enclosure, in accordance with Item #0603XXXA “Class I Containment & Collection of Surface Preparation Debris (Site No. X),” and 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 Lead Compliance Work Plan. Should the previously submitted plan prove to be insufficient to contain the contamination, the Contractor shall submit a modified plan for review by the Engineer.

Any air exhausted from the containment enclosure, abrasive-recycling equipment or vacuum equipment shall be passed through a HEPA filtering system. The Contractor is responsible for the design, effectiveness and maintenance of this filtering system. No discharge of debris dust shall be allowed.

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 ($\mu\text{g}/\text{m}^3$), shower rooms must be provided. The Shower Room shall be of sufficient capacity to accommodate the number of workers. One (1) 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 twelve (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 persons 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 or the approved Lead Compliance Work Plan. 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. Periodic Inspections of Abrasive Blast Cleaning Operations:

Where Abrasive Blast Cleaning Operations are to take place, the Contractor shall retain the services of IH firm personnel, working under the direct supervision of the same CIH who stamped the Lead Compliance Work Plan, to perform periodic inspections of the Site work practices and engineering controls, on a frequency to ensure/document Contractor compliance with the regulations. Periodic inspections shall be performed at least weekly while work impacting lead is occurring, but shall be at the frequency necessary to maintain Contractor compliance with the OSHA Lead in Construction Standard. Any exceptions to 29 CFR 1926.62 or the accepted Lead Compliance Work Plan shall be reported to the Contractor and the Engineer prior to the IH firm personnel leaving the Site and corrected immediately.

All findings of such periodic inspections shall be documented in writing to the Engineer no later than ten (10) days following the Site visit. At a minimum, the inspection report shall document the following:

1. Description of current work activities
2. Description of engineering controls being implemented
3. Description of PPE being utilized
4. Description of visual review of containment system effectiveness
5. Results of all air sampling received since date of last report
6. Narrative interpreting sample results and making recommendations as necessary
7. Description of waste management practices being utilized
8. Descriptions of exceptions noted and corrective action taken

The report shall include a signature from the IH firm employee that performed the Site inspection verifying that the Contractor's work practices are in compliance with 29 CFR 1926.62 and the previously submitted and accepted Lead Compliance Work Plan. The CIH shall sign verifying their concurrence.

G. Lead Abatement Procedures:

The Contractor's Competent Person shall be at the 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 lead containing/coated materials 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. For Abrasive Blast Cleaning Operations, such engineering controls shall include the use of a full negative pressure enclosure (NPE) in accordance with SSPC Guide 6 and Item #0603XXXA. 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.

Personnel shall be advised that they must not eat, drink, smoke, chew gum or tobacco, nor 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 CTDEP standards. Compliance with the applicable requirements is solely the responsibility of the Contractor.

Bridge No. 00255, I-395 over Route 85, Waterford, CT

- **Lead paint was identified on the painted structural steel/metal bridge components of Bridge No. 00255. XRF readings showed the paint to be lead based.**

Girders, Cross Beams, Beam Ends, Bearings, Rockers, Diaphragms, etc.	Metal	Grey	0.1-9.7 mg/cm²
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- **TCLP waste stream sampling/analysis of the paint associated with the structural steel/metal bridge component surfaces of the bridge characterized the paint waste as RCRA hazardous waste.**

Paint debris	570 mg/l
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The Contractor shall submit a Lead Compliance Work Plan to CTDOT 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 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.

Where abrasive blast cleaning techniques are to be utilized on surfaces coated with lead paint they must be conducted in accordance with the OSHA worker protection and USEPA RCRA/CTDEEP waste disposal standards, and shall be conducted in accordance with Item #0603XXXXA “Abrasive Blast Cleaning and Field Painting of Structure (Site No. X)” following SSPC-SP10 “Near White Blast Cleaning” procedures and utilizing a full negative pressure enclosure (NPE) in accordance with SSPC Guide 6 and Item #0603XXXXA.

At Bridge No. 00255, the Engineer has previously characterized the projected paint waste stream associated with the structural steel/metal bridge components as RCRA/CTDEEP Hazardous waste. If the paint is to be removed from the substrate surfaces by abrasive blast cleaning and/or miscellaneous tasks, the paint shall be handled and disposed of in accordance with USEPA/CTDEEP Hazardous Waste Regulations and Item #0603222A “Disposal of Lead Debris from Abrasive Blast Cleaning.”

Any scrap metal components generated shall be segregated and recycled as scrap metal at the Contractor’s previously submitted scrap metal recycling facility. 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 for miscellaneous renovation activities impacting lead (other than abrasive blast cleaning operations):

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 or local exhaust ventilation, to minimize the generation of airborne lead dust.

- c. Segregate work areas from non-work areas through the use of barrier tape or drop cloths.
 - d. Clean up immediately after renovation/demolition has been completed.
2. Chemical Removal (if allowed by the Engineer):
- 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 (such as stabilized surface or bare substrate with no trace of residual pigment). 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. Require that workers wear respirators that protect them 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" or other abrasive blast cleaning type removal techniques shall not be allowed unless in accordance with methods as specified within this Item.

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.

H. Prohibited Removal Methods:

The use of heat guns in excess of 700 °Fahrenheit to remove lead paint is prohibited.

The use of sand, steel grit, air, CO₂, baking soda, water jet, 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, unless explicitly specified for use by the Engineer.

Compressed air shall not be utilized to remove lead paint, unless explicitly specified for use by the Engineer.

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 prohibited in areas where Abrasive Blast Cleaning is to be performed, and is generally prohibited in all areas unless specifically allowed by the Engineer.

Chemical strippers containing Methylene Chloride are always prohibited.

I. 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 use 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 area(s) 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.

During Abrasive Blast Cleaning Operations:

All debris shall be contained and vacuum collected daily or more frequently as directed by the Engineer, due to debris buildup. Such debris, abrasive blast residue, rust and paint chips shall be stored in leakproof storage containers in the secured storage area, or as directed by the Engineer. The storage containers and storage locations shall be reviewed by and be acceptable to the Engineer and shall be located in areas not subject to ponding.

All storage containers (roll offs or drums) shall have a protective liner and removable lid. These containers shall not have any indentations or damage that would allow seepage of the contained material.

If 55 gallon barrels are used, staging is required: 55 gallon barrels shall be stored together in two (2) rows of five (5). The Contractor shall maintain a minimum lane clearance of 36 inches between each (barrel lot of ten (10)).

The Contractor shall maintain a secure storage area, which shall be large enough to handle all debris. The Contractor shall store debris only in the secured storage area. During abrasive blast cleaning operations, all surface preparation debris shall be vacuum collected from the containment enclosure and removed to the abrasive recycling reclaimer unit, and the coating debris shall be conveyed to the secured storage area at the conclusion of the work shift. The Contractor shall account for all coating debris conveyed to the secured storage area and all coating debris transported from the Project for disposal.

The secure storage area shall consist of an eight- (8-) foot high fenced-in area with a padlocked entrance. Storage containers shall not be used on the Project until and unless they have been reviewed and approved by the Engineer. Storage containers and areas shall be located so as not to cause any traffic hazard. Container storage areas shall be in locations that are properly drained, where runoff water shall not be allowed to pool, and shall be out of the 100-year flood plain. The containers shall be placed on pallets or other approved material and not directly on the ground.

Storage containers shall be closed and covered with a waterproof tarpaulin at all times except during placement, sampling and disposal of debris.

J. 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 associated signs.

The Contractor shall restore all work areas and auxiliary areas used 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.

K. Waste Disposal/Recycling:

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.

All hazardous lead debris shall be disposed of in accordance with Item 0603222A "Disposal of Lead Debris from Abrasive Blast Cleaning."

L. Project Closeout Data:

Provide the Engineer, within thirty (30) days of completion of the work under this item, a compliance package which shall include, but not be limited to, the following:

1. Competent person's (supervisor) job log;
2. Certification that all requirements of the Lead Compliance Work Plan and OSHA Lead in Construction Standards, including training, medical surveillance, biological monitoring and medical removal protection, have been followed;
3. Copies of each periodic inspection report;
4. Report on regulatory compliance prepared by the CIH based on the periodic inspections performed.
5. OSHA-compliant personnel air sampling data;
6. Completed waste shipment papers for non-hazardous lead debris waste disposal or recycling and scrap metal recycling.

M. Non Compliance:

Failure of the Contractor to implement the requirements of 29 CFR 1926.62, its Lead Compliance Work Plan, or any other requirement of this item will, at the sole discretion of the Engineer, result in the suspension of all Contract work until such deficiencies are corrected.

Method of Measurement:

This item will include all noted services, equipment, facilities, testing and other associated work, including up to three (3) CTDOT Project representatives. Services provided to any CTDOT 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.”

1. Within thirty (30) calendar days of the award of the Contract, the Contractor shall submit to the Engineer for acceptance a breakdown of its lump sum bid price for this item detailing:
 - a. The development costs associated with preparing the Lead Compliance Work Plan in accordance with these Specifications.
 - b. The cost per month for the duration of the Project to implement the Lead Compliance Work Plan and provide the services of the CIH and IH firm.
2. If the lump sum bid price breakdown is unacceptable to the Engineer; substantiation showing that the submitted costs are reasonable shall be required.
3. Upon acceptance of the payment schedule by the Engineer, payments for work performed will be made as follows:
 - a. The lump sum development cost will be certified for payment.
 - b. The Contractor shall demonstrate to the Engineer monthly that the Lead Compliance Work Plan has been kept current and is being implemented and the monthly cost will be certified for payment.
 - c. Any month where the Lead Compliance Work Plan is found not to be current or is not being implemented, the monthly payment for this item will be deferred to the next monthly payment estimate. If the Lead Compliance Work Plan is not current or being implemented for more than thirty (30) calendar days, there will be no monthly payment.
 - d. Failure of the Contractor to implement the Lead Compliance Work Plan in accordance with this Specification will result in the withholding of all Contract payments.

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, incidentals, temporary enclosures, fees and labor incidental to activities impacting lead removal, treatment and handling of lead contaminated materials and the transport and disposal of any non-hazardous, non RCRA lead debris waste and scrap metal.

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 has been accepted by the Engineer, final payment will be made to the Contractor.

Pay Item

Pay Unit

Lead Compliance for Abrasive
Blast Cleaning & Miscellaneous Tasks

Lump Sum

END OF SECTION

ITEM #0101143A – HANDLING AND DISPOSAL OF REGULATED ITEMS

Description:

Work under this item shall include the management (handling and disposal) of regulated items and all associated work by persons who are employed by a CTDEEP permitted Spill Contractor and trained/certified in accordance with OSHA Hazard Communication regulations. Regulated items include hazardous and other materials and wastes, the disposal of which is restricted by Federal and/or State laws and regulations, and which may be a component of equipment or other items located on-site. Regulated items include those listed herein, or additional similar items identified on site by the Engineer. Work under this item does not include asbestos containing materials, lead paint, contaminated or hazardous soils.

Activities shall be performed in accordance with, but not limited to, the current revision of the USEPA & CTDEEP Hazardous Waste Regulations (40 CFR 260-282, 22a-209 and 22a-449(c)), USEPA PCB Regulations (40 CFR 761), USEPA Protection of Stratospheric Ozone (40 CFR 82), OSHA Hazard Communication (29 CFR 1910.1200), OSHA Hazardous Waste & Emergency Response Regulations (29 CFR 1910.120), USDOT Hazardous Materials Regulation (49 CFR 171-180), OSHA, RCRA, CERCLA, CAA, TSCA, and all other laws and regulations.

The work activities include the removal, handling, packing, labeling, transport, manifesting, and recycling or disposal of various regulated items at the Project site prior to beginning planned renovation/demolition activities.

The Contractor is solely responsible for verifying actual locations and quantities of the items with hazardous/regulated material/waste constituents and for their proper handling and disposal. The recycling or proper disposal, as appropriate, of all regulated items shall be completed prior to the initiation of any demolition or renovation activities.

Materials:

All materials shall be suitable for the management of regulated items and shall meet all applicable federal, state and local regulations. Such materials include, but are not limited to, proper containers, packing materials, labels, signs, shipping papers, personnel protective equipment (PPE) and spill kits.

Construction Methods:

(1) Allowable Disposal/Recycling Facilities

Disposal facilities for RCRA-hazardous, TSCA-hazardous, Connecticut Regulated, and Universal wastes shall be chosen from among those listed below. No other facility shall be used for these types of wastes without the written approval of the Engineer.

Advanced Disposal Services
Greentree Landfill
635 Toby Road
Kersey, PA 15846
Phone: (814) 265-1744 Fax: (814) 265-8745
MSW, C&D, asbestos, PCB remediation waste <50
ppm, petroleum contaminated soils, nonhazardous solid
wastes

Advanced Disposal
(managed by Interstate Waste Services)
7095 Glades Pike
Summerset, PA 15501
Phone: (814) 444-0112 Fax: (814) 444-0127
MSW, C&D debris, residual waste, sewer sludge,
incinerator ash, asbestos

Allied Waste Niagara Falls Landfill, LLC
5600 Niagara Falls Blvd.
Niagara, NY 14304
Phone: (716) 285-3344 Fax: (716) 285-3398
Non-hazardous waste, industrial solid waste, municipal
sewage treatment sludge, contaminated soil & debris,
asbestos waste, C&D debris, industrial process sludge

American Lamp Recycling, LLC
26 Industrial Way
Wappingers Falls, NY 12590
Phone: (845) 896-0058 Fax: (845) 896-1520
Mercury containing device, universal waste

Tradebe (Bridgeport United Recycling, Inc.)
50 Cross Street
Bridgeport, CT 06610
Phone: (203) 334-1666 Fax: (203) 334-1439
RCRA & CRW waste oil, fuel, wastewater

Clean Earth of Carteret
24 Middlesex Ave.,
Carteret, NJ 07008
Phone: (732) 541-8909 Fax: (732) 541-8505
Concrete, brick, block, street sweepings, stone, rock,
asphalt and petroleum contaminated soil

Clean Earth of Philadelphia, Inc.
3201 South 61 St.,
Philadelphia, PA 19153
Phone: (215) 724-5520 Fax: (215) 724-2939
Petroleum contaminated soil

Clean Earth of North Jersey, Inc. (aka CENJ)
115 Jacobus Ave,
South Kearny, NJ 07105
Phone: (973) 344-4004 Fax: (973) 344-8652
RCRA liquid and solid, asbestos

Clean Earth of Southeast Pennsylvania, Inc.
7 Steel Road,
Morrisville, PA 19067
Phone: (215) 428-1700 Fax: (215) 428-1704
Petroleum contaminated soil
Clean Harbors Environmental Services, Inc.
2247 South Hwy. 71,
Kimball, NE 69145
Phone: (308) 235-1012 Fax: (308) 235-4307
RCRA liquid, solid & sludge

Clean Harbors Environmental Services, Inc.
Cleveland Facility
2900 Rockefeller Ave.,
Cleveland, OH 44115
Phone: (216) 429-2401 Fax: (216) 883-1918
RCRA liquid: aqueous organic & inorganic wastewater

Clean Harbors Environmental Services, Inc.
Spring Grove Facility
4879 Spring Grove Ave.,
Cincinnati, OH 45232
Phone: (513) 681-6242 Fax: (513) 681-0869
RCRA liquid, solid & sludge: aqueous organic &
inorganic wastewater, PCB wastewater treatment

Clean Harbors of Baltimore, Inc.
1910 Russell St,
Baltimore, MD 21230
Phone: (410) 244-8200 Fax: (410) 752-2647
RCRA liquid: aqueous organic & inorganic wastewater

Clean Harbors of Braintree, Inc.
1 Hill Avenue,
Braintree, MA 02184
Phone: (781) 380-7134 Fax: (781) 380-7193
RCRA & TSCA liquid & solid

Clean Harbors of Connecticut, Inc.
51 Broderick Road,
Bristol, CT 06010

Phone: (860) 583-8917 Fax: (860) 583-1740
RCRA & CRW liquid

Clean Harbors of Woburn
(Murphy's Waste Oil Services, Inc.)
252 Salem Street,
Woburn, MA 01801
Phone: (781) 935-9066 Fax: (781) 935-8615
RCRA liquid: oil, oil/water mixtures; CRW oil filters,
oily soil & debris, F001/F002 contaminated oils,
antifreeze

Clinton Landfill
242 Church Street
Clinton, MA 01510
Phone: (978) 365-4110 Fax: (978) 365-4106
Comm-97 soils and other materials subject to a BUD
and additional review by MADEP (*2-week lead time
for review by MADEP)

Colonie Landfill (Waste Connections, Inc.)
1319 Loudon Rd,
Cohoes, New York 12047
Phone: (518) 783-2827 Fax: (518) 786-7331
Non-haz. wastes, special wastes, contaminated soil

Cumberland County Landfill
(aka Community Refuse Services
Managed by Interstate Waste Services)
135 Vaughn Road,
Shippensburg, PA 17257
Phone: (717) 729-2060 Fax: (717) 423-6822
Municipal solid waste, non-hazardous waste

ACV Enviro (aka Cycle Chem & General
Chemical Corp.)
217 South First Street,
Elizabeth, NJ 07206
Phone: (908) 355-5800 Fax: (908) 355-0562
RCRA, TSCA liquid and solid

Envirite of PA (US Ecology)
730 Vogelsong Road,
York, PA 17404
Phone: (717) 846-1900 Fax: (717) 854-6757
RCRA hazardous wastes

Environmental Quality Company:
Wayne Disposal Facility
(aka EQ Michigan Disposal Waste Treatment Plant
and Wayne Disposal Inc. Site #2)
49350 North I-94 Service Drive
Belleville, MI 48111

Phone: (734) 697-2200 Fax: (734) 699-3499
RCRA & TSCA liquid and solid

US Ecology (Environmental Quality Detroit Inc.)
1923 Frederick Street,
Detroit MI 48211
Phone: (734) 329-8017 Fax: (313) 923-3375
RCRA & CRW liquid wastewater
Environmental Soil Management of New York,
LLC (ESMI of New York)
304 Towpath Road,
Fort Edward, NY 12828
Phone: (518) 747-5500 Fax: (518) 747-1181
Petroleum contaminated soil

Environmental Soil Management of NH
67 International Dr.
Loudon, NH 03307
Phone: (603) 783-0228 Fax: (603) 783-0104
Petroleum contaminated soil

Triumvirate (Formerly EnviroSafe Corporation
Northeast & Jones Environmental Services)
263 Howard Street,
Lowell, MA 01852
Phone: (978) 453-7772 Fax: (978) 453-7775
RCRA & TSCA liquid and solid

Hazelton Creek Properties, LLC*
(Hazelton Mine Reclamation Project)
280 South Church St.,
Hazelton, PA 18201
Phone: (570) 574-1010 Fax: (570) 457-3395
Fresh, brackish or marine dredge material, coal ash,
cement kiln dust, lime kiln dust, co-gen ash, regulated
fill
*Please note that if this facility is to be used, each bin
letter will require an additional 10 day (or more) waiting
period on top of the 15 day lab period designated in the
specs to allow for PADEP review.

Heritage Hazardous Waste Landfill (Heritage
Environmental Services, LLC)
4370 W County Rd 1275 N
Roachdale, IN 46172
Phone: (765) 435-2704 Fax: (315) 687-3898
Hazardous Wastes, Asbestos

Manchester Landfill
311 Olcutt St.,
Manchester, CT 06040
Phone: (860) 647-3248 Fax: (860) 647-3238

Municipal solid waste, non-hazardous waste,
contaminated soil

Northeast Lamp Recycling, Inc.
250 Main Street,
East Windsor, CT 06088
Phone: (860) 292-1992 Fax: (860) 292-1114
CRW solid waste, mercury containing devices &
universal waste
Stericycle (Northland Environmental, LLC)
(aka PSC Environmental Systems)
275 Allens Ave.,
Providence RI 02905
Phone: (401) 781-6340 Fax: (401) 781-9710
RCRA liquid and solid

Ontario County Landfill
(Managed by Casella Waste)
3555 Post Farm Road,
Stanley, NY 14561
Phone: (585) 526-4420 Fax: (585) 526-5459
Municipal solid waste, non-hazardous waste solid,
special wastes including asbestos, ash from
boilers/incinerators, contaminated soil, demo debris

Paradise Heating Oil, Inc.
Quimby Street,
Ossining, NY 10562
Phone: (631) 926-2576 Fax: (718) 294-2226
CRW waste oil liquid

Phoenix Soil, LLC
58 North Washington Street
Plainville, CT 06062
Phone: (860) 747-8888 Fax: (203) 757-4933
Contaminated Soil

Red Technologies Soil
232 Airline Avenue
Portland, CT 06980
Phone: (860) 342-1022 Fax: (860) 342-1042
Temporary Storage & Transfer of contaminated soil

Republic Services Conestoga Landfill
420 Quarry Road
Morgantown, PA 19543
Phone: (610) 286-6844 Fax: (610) 286-7048
MSW, C&D debris, residual waste, contaminated soil,
asbestos *Please note that if this facility is to be used,
each bin letter will require an additional 10 day (or
more) waiting period on top of the 15 day lab period
designated in the specs to allow for PADEP review.

Stericycle (Formerly Republic Environmental
Systems (aka Philip Services Corporation (PSC)
Republic)
2869 Sandstone Dr.,
Hatfield PA 19440
Phone: (215) 822-8995 Fax: (215) 997-1293
RCRA & TSCA industrial solid & sludge, aqueous
waste, contaminated soil, PCB waste, oil & petroleum
waste, organic waste
Soil Safe, Inc.
378 Route 130, Logan Township,
Bridgeport NJ 08085
Phone: (410) 872-3990 x1120
Fax: (410) 872-9082
Soil contaminated with petroleum or metals, some
industrial waste solids

The Southbridge Recycling & Disposal Park
165 Barefoot Rd.
Southbridge, MA 01550
Phone: (508) 765-9723, (603) 235-3597
Fax: (508) 765-6812
MSW, non-hazardous C & D waste, contaminated soil
for cover

Stablex Canada, Inc.
760 Industrial Blvd.
Blainville Quebec J7C 3V4
Phone: (450) 430-9230 Fax: (450) 430-4642
RCRA liquid and solid, industrial wastes

Ted Ondrick Company, LLC
58 Industrial Road,
Chicopee, MA 01020
Phone: (413) 592-2566 Fax: (413) 592-7451
Petroleum contaminated soil

Tradebe Treatment & Recycling
136 Gracey Ave.
Meriden, CT 06451
Phone: (203) 238-8114 Fax: (203) 238-6772
RCRA, CRW wastewater, oil, hazardous waste fuels,
hazardous and non-hazardous waste water

Tunnel Hill Reclamation
2500 Township Road, 205 Route 2
New Lexington, OH 43764
Phone: (914) 713-0203 Fax: (914) 713-0672
Municipal solid waste, non-hazardous waste,
contaminated soils

Waste Management
RCI Fitchburg Landfill
Fitchburg Princeton Road,
Westminister, MA 01473
Phone: (978) 355-6821 Fax: (978) 355-6317
Solid: MSW, non-hazardous waste, C&D, contaminated
soil for use as cover material under MADEP COMM-97
policy

Turnkey Landfill (Waste Management of NH)
TLR III Refuse Disposal Facility
90 Rochester Neck Road, PO Box 7065
Rochester, NH 03839
Phone: (603) 330-2197 Fax: (603) 330-2130
Solid: MSW, C&D, PCB remediation waste (<50ppm),
virgin petroleum contaminated soil, CRW solid waste

The category of material accepted by each facility listed above is for informational purposes only. The Contractor shall verify facility acceptance of each type of regulated item.

(2) Submittals

Thirty (30) days prior to commencement of work involving the management of regulated items, the Contractor shall submit to the Engineer for approval, the following documentation:

1. Copy of Spill Contractor Permit registration issued by the CTDEEP.
2. Hazard communication training for all employees performing this work.
3. Names of the treatment facilities, recycling facilities and/or disposal facilities the Contractor intends to use to receive each type of regulated item.
4. Hazardous Material Transporter USDOT Certificate of Registration for each waste transporter.
5. Hazardous Material Transporter Permit for the State of Connecticut, the destination state(s), and all other applicable states for each waste transporter.

Contractor shall provide the Engineer with a minimum of 48 hours notice in advance of scheduling, changing or canceling work activities.

(3) Regulated Item Management Provisions

(a) General Requirements

The Contractor's OSHA Competent Person shall be in control on the job site at all times during hazardous material management work activities. This person must be capable of identifying existing hazards, possess the authority to implement corrective measures to reduce/eliminate the hazards, comply with applicable Federal, State and Local regulations that mandate work practices, and be capable of performing the work of this contract. All employees who perform regulated material management related work shall be properly trained and qualified to perform such duties.

All labor, materials, tools, equipment, services, testing, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental

regulations, industry standards and codes, and these specifications, shall be provided by the Contractor.

Ladders and/or scaffolds shall be in compliance with OSHA requirements, and of adequate length, strength and sufficient quantity to support the scope of work. Use of ladders/scaffolds shall be in conformance with OSHA 29 CFR 1926 Subpart L and X requirements.

Work performed at heights exceeding six feet (6') shall be performed in accordance with the OSHA Fall Protection Standard 29 CFR 1926 Subpart M including the use of fall arrest systems as applicable.

Inventory data from investigative surveys throughout the buildings are included herein and are presented for informational purposes only. Under no circumstances shall this information be the sole means used by the Contractor for determining the quantities or extent of the regulated items to be managed. The Contractor shall be responsible for verification of all field conditions affecting performance of the work. The Contractor shall submit to the Engineer for concurrence any additional items not listed herein that it believes to be regulated items included under this item. However, compliance with applicable requirements is solely the responsibility of the Contractor.

The Engineer will provide a Project Monitor to monitor the activities of the Contractor and inspect the work required. Environmental sampling shall be conducted as deemed necessary by the Engineer. Spill areas shall be cleaned by the Contractor until accepted by the Engineer. The Engineer may sample the spill area to demonstrate Contractor compliance with an acceptable standard.

(b) Personnel Protection

Prior to commencing work, the Contractor shall provide hazard communication training to all employees as necessary in accordance with OSHA 29 CFR 1926.59 and 29 CFR 1910.1200 and instruct all workers in all aspects of personnel protection, work procedures, emergency procedures and use of equipment including procedures unique to this project. Worker health and safety protocols that address potential and/or actual risk of exposure to site specific hazards are solely the responsibility of the Contractor.

The Contractor shall provide respiratory protection that meets the requirements of OSHA as required in 29 CFR 1910.134 and 29 CFR 1926.1000. A formal respiratory protection program, including appropriate medical surveillance, must be implemented in accordance with OSHA standards. The Contractor shall, as necessary, conduct exposure assessment air sampling, analysis and reporting to ensure the workers are afforded appropriate respiratory protection.

The Contractor shall provide and require all workers to wear appropriate personnel protective equipment, including protective clothing and respiratory protection, as required, within regulated work areas which exceed OSHA Personnel Exposure Limits (PELs) or when handling hazardous materials.

(c) Regulated Item Management Work Procedures

The Contractor shall not begin work until the Project Monitor is on-site.

Prior to beginning work on-site, the Contractor shall prepare waste characterization profile forms for each type of waste stream to be generated and forward such forms to the Engineer for review, approval and signature. Upon approval, the Contractor shall forward such forms to the appropriate disposal facilities for acceptance.

The Contractor shall utilize all appropriate engineering controls and safety and protective equipment while performing the work in accordance with OSHA, USEPA, USDOT, CTDEEP and Connecticut Department of Public Health DPH regulations.

The Contractor shall employ work practices so as to minimize the disturbance of the constituents in the regulated items, and prevent breakage and spills. In the event of a spill, the Contractor shall cordon off the area and notify the Engineer. The Contractor is responsible to have spills and the effected areas decontaminated to the acceptance of the Engineer by personnel trained in hazardous waste operator emergency response.

The Contractor shall carefully and properly remove, handle, pack, label and manifest all of the regulated items in waste containers specified and suitable to contain the waste in accordance with all federal and state regulations.

Prior to transportation and recycling and/or disposal, all proper USEPA, OSHA, CTDEEP and USDOT labels and placards shall be affixed to the waste containers and hazardous materials shipping papers such as waste manifests/bills of lading shall be completed.

Prior to renovation/demolition, properly remove, handle, pack, label, transport, manifest and recycle or dispose of the regulated items from those listed below:

The following hazardous/regulated materials, wastes and items have been identified at the following Bridge Nos and will be impacted by the rehabilitation work.

Bridge No. 00255, I-395 over Route 85, Waterford, CT

Luminaire Light Fixtures under Bridge:

- **Connecticut Regulated Waste (CRW) – PCB/DEHP ballasts**
- **Universal waste (UW) –Hg lamps & Used Electronic Ballasts**

Upon discovery of any previously unidentified regulated items during renovation activities, the Contractor shall immediately notify the Engineer and work shall cease in that area until the Engineer can determine the extent of any impact and proper handling procedures are implemented.

Efforts shall be made to recycle the constituents of the regulated items rather than dispose of them in accordance with the waste minimization efforts required under RCRA.

RCRA hazardous waste shall not be stored on the job site in excess of 90 calendar days from the accumulation start date.

Connecticut Regulated Waste shall not be transported to a RCRA or TSCA permitted facility for disposal, unless otherwise allowed by the Engineer in writing.

All non-RCRA hazardous waste materials, regulated waste materials and recyclable waste items shall be manifested separately from RCRA and TSCA hazardous waste, and documented properly on non-hazardous waste manifests, waste shipment records, bills of lading or other appropriate shipping papers for transportation to the recycling and/or disposal facility.

The Contractor shall prepare each lab pack list and shipping document (manifests, waste shipment records, bills of lading, etc.) with all of the required information completed (including types of waste, proper shipping name, categories, packing numbers, amounts of waste, etc.) in accordance with applicable federal and state regulations. The document will be signed by an authorized agent representing ConnDOT as the Generator for each load that is packed to leave the site.

The Contractor shall forward the appropriate original copies of shipping papers to the Engineer the same day the regulated items leave the project site.

All vehicles departing the site transporting hazardous materials shall display proper USDOT placards, as appropriate for the type of waste being transported.

(d) Project Closeout Documents:

Within thirty (30) days after completion of the on-site project work, the Contractor shall submit to the Engineer copies of the following completed documents:

1. Hazardous Waste Manifests
2. Waste Shipment Records/Bills of Lading
3. Recycling Receipts

Documents 1. through 3. must include the signature of an authorized disposal facility representative acknowledging receipt of hazardous materials.

Method of Measurement:

The work of “Handling and Disposal of Regulated Items” shall be provided for in accordance with Article 1.04.05 – Extra Work.

Basis of Payment:

The work of “Handling and Disposal of Regulated Items” shall be paid for in accordance with Article 1.04.05 – Extra Work, which price shall include the management, removal, handling, packing, labeling, transport, manifesting, recycling or disposal of the regulated constituents in the specific equipment/items scheduled for impact at the project site, and all equipment, materials, tools and labor incidental to the work.

Final payment will not be made until completed copies of all Manifest(s), Waste Shipment Records, Bills of Lading and/or Recycling Receipts have been provided to the Engineer. Once

completed and facility-signed copies have been received in their entirety, the Engineer will make the final payment.

<u>Pay Item</u>	<u>Pay Unit</u>
Handling and Disposal of Regulated Items	Estimate

END OF SECTION

ITEM #0219011A – SEDIMENT CONTROL SYSTEM AT CATCH BASIN

Description: This work shall consist of furnishing, installing, cleaning, maintaining, replacing, and removing sedimentation control at catch basins at the locations and as shown on plans and as directed by the engineer.

Materials: Sack shall be manufactured from a specially designed woven polypropylene geotextile sewn by a double needle machine, using a high strength nylon thread. Sack shall be manufactured by one of the following or an approved equal:

<p><u>Siltsack®</u> SI Geosolutions: www.sigeosolutions.com (800)621-0444</p>	<p><u>Dandy Sack™</u> Dandy Products Inc. P.O. Box 1980 Westerville, Ohio 43086 Phone: 800-591-2284 Fax: 740-881-2791 Email: dlc@dandyproducts.com www.dandyproducts.com</p>	<p><u>FLeXstorm Inlet Filters</u> Inlet & Pipe Protection 24137 W. 111th St - Unit A Naperville, IL 60564 Telephone: (866) 287-8655 Fax: (630) 355-3477</p>
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The sack will be manufactured to fit the opening of the catch basin or drop inlet. Sack will have the following features: two dump straps attached at the bottom to facilitate the emptying of sack and lifting loops as an integral part of the system to be used to lift sack from the basin. The sack shall have a restraint cord approximately halfway up the sack to keep the sides away from the catch basin walls, this cord is also a visual means of indicating when the sack should be emptied. Once the strap is covered with sediment, the sack should be emptied, cleaned and placed back into the basin.

Construction Methods: Installation, removal, and maintenance shall be per manufacturer instructions and recommendations. A filter fabric wrap around the grates where catch basis have been constructed such that sacks will not work in existing catch basins.

Method of Measurement: Sediment Control System at Catch Basin will be measured as each installed, maintained, accepted, and removed. There will be no separate measurement for maintenance or replacement associated with this item.

Basis of Payment: Sediment Control System at Catch Basin will be paid for at the contract unit price each complete in place and accepted, which price shall include all maintenance throughout construction, materials, equipment, tools, and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Sediment Control System at Catch Basin	EA.

ITEM #0406275A - FINE MILLING OF BITUMINOUS CONCRETE (0 TO 4 INCHES)

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

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

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

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

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

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

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

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

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

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

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

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

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

Where a surface delamination between bituminous concrete layers or a surface delamination of bituminous concrete on Portland cement concrete causes a non-uniform texture to occur, the depth of milling shall be adjusted in small increments to a maximum of +/- ½ inch to eliminate the condition.

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

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

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

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

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

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

1. Round structures with a vertical face of greater than 1 inch to 2.5 inches shall be transitioned with a hard rubber tapered protection ring of the appropriate inside diameter designed specifically to protect roadway structures.
2. Round structures with a vertical face greater than 2.5 inches shall receive a transition of bituminous concrete formed at a minimum 24 to 1 (24:1) taper in all directions.
3. All rectangular structures with a vertical face greater than 1 inch shall receive a transition of bituminous concrete formed at a minimum 24 to 1 (24:1) taper in all directions.

*Bituminous concrete tapers at a minimum 24 to 1 (24:1) taper in all directions may be substituted for the protection rings if approved by the Engineer.

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

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

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

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

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

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

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

sweeping equipment may be provided in lieu of the sweeper truck where acceptable by the Engineer.

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

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

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

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

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

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

ITEM #0406287A - RUMBLE STRIPS - AUTOMATED

Description:

Work under this item shall consist of installing rumble strips on asphalt highway shoulders where shown on the plans or where directed by the Engineer, and in conformance with these specifications.

Construction Methods:

The Contractor shall pre-mark the location of the edge of the cut, and the beginning and ending points of the sections, prior to the installation of the rumble strips. The Engineer shall review and approve the locations.

The Contractor shall arrange for a technical representative, from the company which produces the milling machine to be used on the project, who will be required to be on-site from the beginning of the operation in order to ensure results that meet the requirements of the plans and specifications until such time the Engineer is satisfied.

Rumble strips should not be installed on bridge decks, in acceleration and deceleration lanes, at drainage structures, at loop detector sawcut locations, or in other areas identified by the Engineer.

Automated (Wide Shoulders):

The equipment shall be able to install the rumble strips in sections where the shoulder width from the edge line to an obstruction is greater than or equal to 4 feet. Where there are no obstructions, the equipment shall be used in sections where the shoulder width from the edge line is a minimum of 3 feet. The equipment shall consist of a rotary type cutting head with a maximum outside diameter of 24" and shall be a minimum of 16" long. The cutting head(s) shall have the cutting tips arranged in such a pattern as to provide a relatively smooth cut (approximately 1/16 of an inch between peaks and valleys) in one pass. The cutting head shall be on its own independent suspension from that of the power unit to allow the tool to self align with the slope of the shoulder or any irregularities in the shoulder surface. The equipment shall include suitable provisions for the application of water to prevent dusting. The Contractor shall use a machine capable of creating the finished pattern at a minimum output of 60 rumble strips per minute.

Manual (Narrow Shoulders):

The equipment shall be able to install the rumble strips in sections where the shoulder width from the edge line to an obstruction is between 3 feet and 4 feet. The cutting head(s) shall have the cutting tips arranged in such a pattern as to provide a relatively smooth cut (approximately 1/16 of an inch between peaks and valleys) in one pass. The equipment shall include suitable provisions for the application of water to prevent dusting.

Finished Cut (Automated or Manual)

The rumble strips shall have finished dimensions of 7" (+/- 1/2") wide in the direction of travel and shall be a 16" (+/- 1/2") long measured perpendicular to the direction of travel. The depressions shall have a concave circular shape with a minimum 1/2" depth at center (maximum allowable depth is 5/8" measured to a valley). The rumble strips shall be placed in relation to the roadway according to the patterns shown in the plans or on the Rumble Strip Details. Alignment of the edge of the cut shall be checked and verified by the Engineer.

The cutting tool shall be equipped with guides to provide consistent alignment of each cut in relation to the roadway.

The Contractor shall pick up any waste material resulting from the operation in a manner acceptable to the Engineer. This waste material shall be disposed of in accordance with Subarticle 2.02.03-10(a).

The work area shall be returned to a debris-free state prior to re-opening to traffic.

The Contractor shall provide all traffic control according to the Maintenance and Protection of Traffic Specification included elsewhere in the contract.

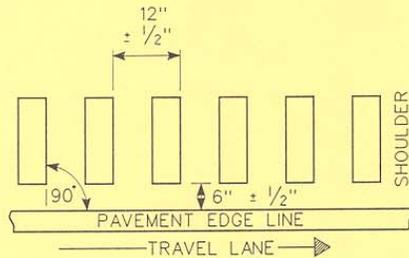
Method of Measurement:

This work will be measured for payment by the actual number of feet of shoulder where the rumble strips are placed and accepted. This distance shall be measured longitudinally along the edge of pavement with deductions for bridge decks, acceleration and deceleration lanes, drainage structures, loop detector sawcut locations, and other sections where the rumble strips were not installed.

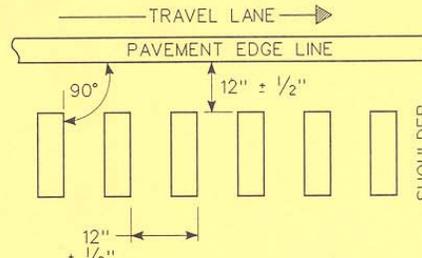
Basis of Payment:

This work will be paid for at the Contract unit price per foot for "Rumble Strips - Automated" or "Rumble Strips - Manual." The price shall include furnishing all equipment, tools, labor, a technical representative and work incidental thereto and also disposal of any waste material resulting from the operation. The Contractor will not be paid under the item "Rumble Strips - Manual" if the field conditions allow for the use of the "Rumble Strips - Automated" item, even if the manual method was used.

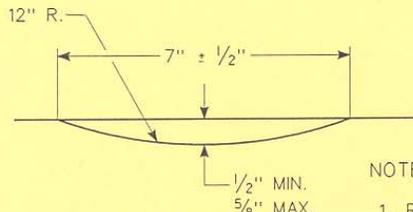
DETAILS AND SECTIONS OF RUMBLE STRIPS



LOCATION DETAIL (TYP.)
LEFT SHOULDER



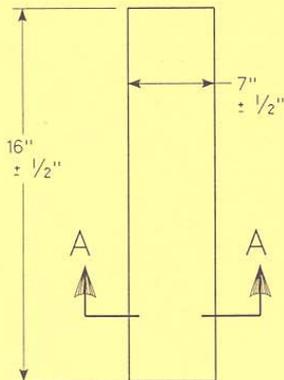
LOCATION DETAIL (TYP.)
RIGHT SHOULDER



SECTION A-A
NO SCALE

NOTES:

1. RUMBLE STRIP ALIGNMENT SHALL GENERALLY BE STRAIGHT AND OFFSET APPROXIMATELY 6" IN THE LEFT SHOULDER AND 12" IN THE RIGHT SHOULDER FROM THE OUTER EDGE OF THE EDGE LINE AND SHALL BE AT LEAST 12" FROM THE LONGITUDINAL JOINT IN COMPOSITE PAVEMENTS. THIS OFFSET MAY BE ADJUSTED TO ACCOMMODATE VARIATIONS IN THE EDGE LINE AND THE SHOULDER WIDTH.



PLAN DETAIL

FILE: RUMBLE.MDS

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUR. OF ENGINEERING & HWY. OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

RUMBLE STRIP DETAILS

ENGINEER *Erika B. Smith* DATE 10-18-99

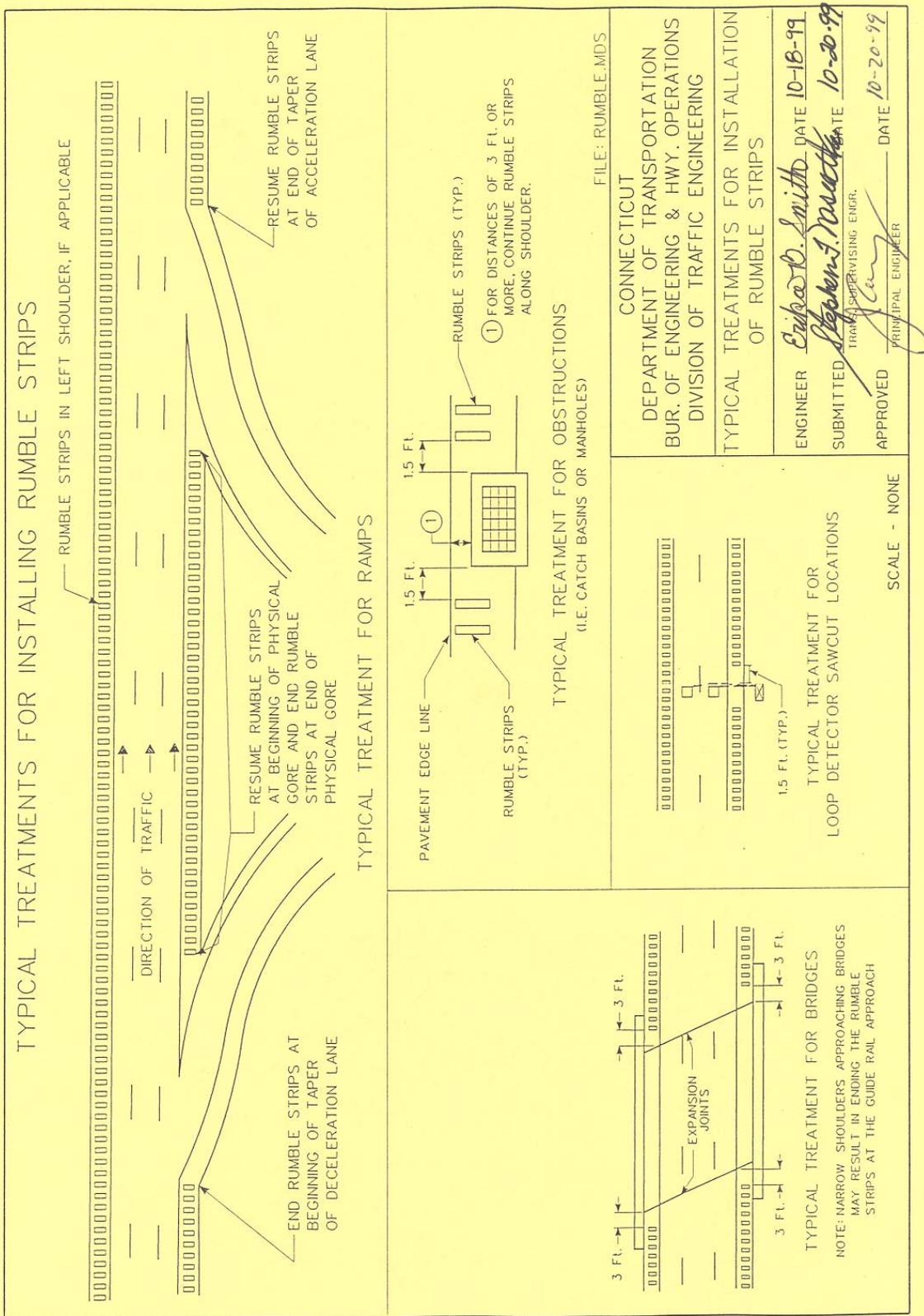
SUBMITTED *Stephen J. Masieko* DATE 10-20-99
TRAFFIC SUPERVISING ENGR.

APPROVED *J. Long* DATE 10-20-99
PRINCIPAL ENGINEER

SCALE - NONE

ITEM # 0406287A

ITEM # 0406288A



ITEM # 0406287A

ITEM # 0406288A

Pay Item

Pay Unit

Rumble Strips

L.F.

ITEM #0406999A - ASPHALT ADJUSTMENT COST

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

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

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

Construction Methods:

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

- I. For HMA and PMA mixtures:
 - a. The HMA or PMA mixture for which the adjustment would be applied is listed as a Contract item with a pay unit of tons.
 - b. *The total quantity for all HMA and PMA mixtures in the Contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or the Project duration is greater than 6 months.*
 - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
- II. For Ultra-Thin Bonded HMA mixtures:
 - a. The Ultra-Thin Bonded HMA mixture for which the adjustment would be applied is listed as a Contract item.
 - b. The total quantity for Ultra-Thin Bonded HMA mixture in the Contract exceeds:
 - i. 800 tons if the Ultra-Thin Bonded HMA item has a pay unit of tons.
 - ii. 30,000 square yards if the Ultra-Thin Bonded HMA item has a pay unit of square yards.

Note: The quantity of Ultra-Thin Bonded HMA measured in tons shall be determined from the material documentation requirements set forth in the Ultra-Thin Bonded HMA item Special Provision.
 - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
 - d. No Asphalt Adjustment Cost will be applied to the liquid emulsion that is specified as part of the Ultra-Thin Bonded HMA mixture system.
- III. Regardless of the binder used in all HMA or PMA mixtures, the Asphalt Adjustment Cost will be based on PG 64-22.

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

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

Method of Measurement:

Formula: $HMA \times [PG\%/100] \times [(Period\ Price - Base\ Price)] = \$ \underline{\hspace{2cm}}$

where

- **HMA:**
 1. For HMA, PMA, and Ultra-Thin Bonded HMA mixtures with pay units of tons:
The quantity in tons of accepted HMA, PMA, or Ultra-Thin Bonded HMA mixture measured and accepted for payment.
 2. For Ultra-Thin Bonded HMA mixtures with pay units of square yards:
The quantity of Ultra-Thin Bonded HMA mixture delivered, placed, and accepted for payment, calculated in tons as documented according to the Material Documentation provision (Construction Methods, paragraph G) of the Ultra-Thin Bonded HMA Special Provision.
- **Asphalt Base Price:** The asphalt price posted on the CTDOT website 28 days before the actual bid opening posted.
- **Asphalt Period Price:** The asphalt price posted on the CTDOT website during the period the HMA or PMA mixture was placed.
- **PG%:** Performance-Graded Binder percentage
 1. For HMA or PMA mixes:
 - PG% = 4.5 for HMA S1 and PMA S1
 - PG% = 5.0 for HMA S0.5 and PMA S0.5
 - PG% = 6.0 for HMA S0.375, PMA S0.375, HMA S0.25 and PMA S0.25
 2. For Ultra-Thin Bonded HMA mixes:
PG% = Design % PGB (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to the tenth place (e.g. 5.1%)

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

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

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

Pay Item	Pay Unit
Asphalt Adjustment Cost	est.

ITEM #0503001A – REMOVAL OF SUPERSTRUCTURE

Work under this item shall conform to the requirements of Section 5.03 amended as follows:

Section 5.03 .01- Description:

Delete the 5.03 .01 and replace with the following:

Work under this item shall consist of removing and disposing of the existing bridge railings, parapets and safety walk, wearing surface including joints, membrane waterproofing, concrete deck and existing shear connectors, concrete at medians and median railing, for the entire length and width of the bridge.

This work shall also include the installation and maintenance of a debris shield under the existing bridge concrete deck prior to and during removal.

Section 5.03.03- Construction Methods:

Add the following:

All work shall proceed as directed by and to the satisfaction of the Engineer. Removal of the superstructure shall be done in accordance with the construction plans and the requirements of Special Provisions Sections 9.71, "Maintenance and Protection of Traffic" and Section 1.08, "Prosecution and Progress".

The Contractor shall prepare and submit to the Engineer for review in accordance with Article 1.05.02, working drawings/plans and associated calculations for his method of removal, including equipment, location of equipment, type of hammers and jack hammers with catalogue cuts of the equipment to be used for the removal of concrete from the bridge deck and from the top of the existing girder flanges. Falsework required for the protection of all traffic, utilities, and adjacent property should also be included and shown in the submittal. Approval of the Contractor's plans shall not be considered as relieving him of any of his responsibilities.

Contractor shall ensure that the method of removal of deck concrete and concrete from the top of the girder flanges shall not damage the existing girder flanges. Up to 25 lb. hammers shall be used to remove concrete from the top flanges. Existing shear connectors from the top of the flanges should be removed. The removal shall not result in damage to any permanent construction (new or existing), or adjoining property. If any damage does occur, it shall be repaired by the Contractor to the satisfaction of the Engineer at no additional expense to the State of Connecticut.

In case of damage to the existing steel girders, the Contractor shall submit a repair procedure for the Engineer's approval for repairing the girders/flanges or portions of the girder prior to

beginning the repair. Repair will be performed after the repair procedure is approved by the Engineer. The top of the flanges after removal of the existing concrete deck should be free of laitance and any remaining concrete. Any burrs left from the removal of the shear connectors should be ground smooth. The flanges should be cleaned and should have a level surface prior to installation of the new precast concrete deck panels.

The Contractor shall take necessary precautions to prevent debris from dropping to areas below the structure onto the roadway. All debris shall be promptly cleaned up and removed from the site by the Contractor.

Section 5.03.04- Method of Measurement:

Delete the entire article and replace with the following:

This work, being paid for on a lump sum basis, will not be measured for payment. Contractor shall submit a schedule of values for the major work elements under this item, for the Engineer's use.

Section 5.03.05- Basis of Payment:

Delete the second and third paragraphs and replace with the following:

This work will be paid for at the contract lump sum price for "Removal of Superstructure", as applicable, which price shall include removing and disposing of the superstructure components, and all equipment, tools, and labor incidental thereto including installing, maintaining and removing a debris shield as directed by the Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
Removal of Superstructure	LS

ITEM #0503889A - JACKING EXISTING SUPERSTRUCTURE

Description:

Work under this item shall consist of designing, furnishing, installing, maintaining and removing temporary jacking systems (falsework bents, towers or devices) that can raise the existing superstructure members the minimum amount necessary to permit work on the replacement of existing bearings.

Work under this item shall also include the design and installation of stiffeners onto the webs of existing girders or diaphragms or components thereof to prevent buckling of said members during jacking operations.

Materials:

Steel, timber or any other material or combination of materials may be used for the temporary jacking and supporting of the girders.

The materials used shall be of satisfactory quality, and capable of safely carrying the anticipated loads. All materials shall be approved by the Engineer before use.

Steel bearing stiffeners shall conform to ASTM A36 or stronger. High strength bolts used for bolted bearing stiffeners shall conform to ASTM F3125, Grade A325, Type 1. Bolts and hardware shall conform to M.06.02-3 the Standard Specifications.

Construction Methods:

The Contractor shall verify and check for the presence of utilities attached to the superstructure prior to jacking the superstructure.

Wherever arc gouging, flame cutting or welding will be used, existing lead paint must first be removed from around the area to be affected. Removal of paint for the purpose of removing the existing bearing and installing the new bearing shall be accomplished by methods described in the special provision "Localized Paint Removal" if the paint is being removed prior to entire bridge being abrasive blast cleaned.

Welding details, procedures and testing methods shall conform to the latest ANSI/AASSTO/AWS D1.5: Bridge Welding Code, unless otherwise noted.

The Contractor shall prepare and submit to the Engineer working drawings, design computations and catalog cuts for review in accordance with Article 1.05.02. Future jacking loads with the new dead loads, superimposed loads and HL93 live load have been included in the Contract plans. These reactions/jacking loads at the abutments and the pier from the existing deck dead

load, superimposed load and live loads are expected to be less than the loads shown in the plans. Contractor may use the jacking loads shown in the plans. Contractor may elect to jack the existing structure from the bridge seats and the pier or use temporary shoring towers in front of the abutments and the pier. Contractor shall determine the need and location of the jacking stiffeners depending on the location of the jacks placed. If Contractor elects to jack the superstructure to replace the bearings from the bridge seat at the abutments and the top of the pier, jacking stiffeners will be required to be installed on the end diaphragms. The contractor will need to verify structural adequacy of the existing diaphragms and their connections to transfer the jacking loads on to the girders. The entire jacking scheme shall be designed and engineered by the Contractor. The jacking stiffeners shall be left in place for future jacking needs and shall be painted along with the all other painting on this structure. A Professional Engineer licensed in the State of Connecticut shall prepare design calculations and working drawings showing the jacking scheme for bearing replacements. Each page of the working drawings shall have the seal of the Professional Engineer. Only the first page of the design calculations shall have the seal of the Professional Engineer. No work shall begin until acceptance of the drawings has been obtained from the Engineer.

The jacking design shall conform to the following specifications as applicable:

1. The latest AASHTO Standard Specifications for Highway Bridges with the latest interims.
2. The latest AASHTO Design Guide for Temporary Works.
3. The Manual of Steel Construction (AISC).
4. Design Manual for Engineered Wood Construction.
5. The CTDOT's Bridge Design Manual's requirements for stiffener design

The design computations shall include, but not be limited to, the following:

1. Material designations and material lists.
2. Allowable loads or capacities for all structural members and components. Include appropriate reductions in allowable stresses and loads when materials that are not new or undamaged are used in the construction of the temporary jacking system.
3. Soil or pavement bearing capacities, if applicable.
4. Computed lifting loads to validate the jacking loads provided in the contract plans including impact, for the HL-93 loading.
5. Anticipated design loads and stresses on structural members and components.
6. Contractor shall determine the need for jacking stiffeners for jacking the existing deck as well for future jacking with the new deck in place. If stiffeners are required for either case, they shall be designed by the Contractor.
6. References for all design equations.

The working drawings shall include, but not be limited to the following:

1. General Notes.

2. Model number and capacity for each jack. The jack shall have a rated capacity at least 1.5 times the anticipated lifting load. The jacks shall be designed to support all dead loads and live loads. Each jack shall have its rated capacity clearly shown on the attached manufacturer's name plate. The Contractor shall use hydraulically operated jacks that are equipped with a mechanical lock off device.
3. Schematic diagram showing the jacks, hoses, pumps, gages and any other jacking equipment. The Contractor shall provide a table equating the hydraulic pressure to the force in the jack so that the Engineer can monitor the pressure gages or other load measuring devices during the jacking process. Use of jacks individually employed or joined to operate collectively is permitted.
4. Maximum anticipated lifting load for each jacking point location.
5. Anticipated lift at each jacking point location and jacking stiffener location and size
6. Jacking procedures outlining the complete sequence of operations to be followed when jacking, supporting and lowering the beam ends.
7. A plan showing the layout of the jacking point locations and the details of the bracing and supporting members. The plans shall show all connection details.
8. Details of proposed modifications to the existing structure and the methods of restoration, including modifications and restoration due to temporary scaffolding configurations. When the jacking operation is no longer required, the Contractor shall remove all modifications to the bridge unless the Engineer permits the modifications to remain. The Contractor shall remove the welds by grinding or "arc" gouging without damaging the base metal that is to remain. When arc gouging, a minimum of 1/8 inch of weld metal shall be left in place and the remaining weld metal shall be removed by grinding. Welders who perform arc gouging shall be SMAW certified. Fire resistant tarps shall be used as required to protect property below.
9. Details or descriptions of how the jacks will accommodate movements of the bridge superstructure. Such movements include but are not limited to thermal movements, braking forces, and vibrations.

The furnishing of design calculations and working drawings shall not serve to relieve the Contractor of any responsibility for the safety of the work or the successful completion of the work. One week before jacking the superstructure members, the engineer shall notify the office of oversize / overweight permits at 860-594-2878 and inform the office when the superstructure members will be jacked and the duration

The Contractor shall field verify all working drawing dimensions before fabricating any materials. The jacking system, once installed, shall not prohibit the Contractor from performing any work required by the contract plans.

If part of the jacking system (falsework bents, etc.) is placed adjacent to vehicular traffic, then the Contractor shall protect the jacking system from potential vehicular collision. Jacking systems at locations where there is a pier between the jacking system and adjacent traffic does not need to be protected. At locations where there is metal beam rail between the jacking system and adjacent traffic, the deflection clear zone of the beam rail shall be evaluated by the

Engineer to determine if the jacking system is adequately protected. The Contractor's working drawings shall indicate the method of protection of the jacking system. The protection system proposed on the working drawings shall be pre-approved by the Engineer.

Jacking against the concrete deck or any portion thereof is not permitted.

While jacking the superstructure members, the Contractor shall set the jack level and simultaneously jack as many girders as are necessary to a minimum amount necessary to complete the work. At no time shall the jacking exceed $\frac{1}{4}$ inch. The differential lift between adjacent beams shall not exceed $\frac{1}{8}$ inch at any time during the jacking or lowering of the beams. When the beams are jacked to the minimum amount necessary, the jacks shall be locked off and the hydraulic pressure released.

At no point shall the lifting force at any jacking point exceed the maximum lifting load specified in the design computations.

The Contractor shall carefully inspect and maintain the jacking system during its use.

After the beams are raised, blocking shall be installed under the beam ends to support the superstructure while work is performed on the bearings and substructure components.

After the bearings have been installed and accepted, the beam ends shall be lowered until all loads are carried by the bearings. The beam ends shall be lowered uniformly if required by the working drawings and contract plans.

The Contractor shall promptly remove and dispose of the equipment and materials. The Contractor shall restore the area to its original condition and to the satisfaction of the Engineer.

Bearing stiffeners installed prior to jacking for the purpose of stiffening structural steel members will permanently remain, unless otherwise indicated on the plans, and will receive the same paint system as specified for other steel in the contract. The cost of painting the Contractor installed bearing stiffeners will be considered paid for under item "Abrasive Blast Cleaning and Field Painting of Structure".

The Contractor is responsible for any damage caused to any part of the structure, utilities, pavement below, or vehicular traffic as a result of the work required by this special provision. The Contractor shall repair and/or replace any such damage to the satisfaction of the Engineer at no cost to the State.

Method of Measurement:

Payment for all work done under this item will be made on a lump sum basis and will not be measured for payment.

Basis of Payment:

This work shall be paid for at the contract lump sum for "Jacking Existing Superstructure", completed and accepted, which price shall include the excavation and backfill (in case shoring towers are used), design, installation and removal of the jacking system, member modification, jacking stiffeners, scaffolding/temporarily supports, protection of the jacking system, and all materials, tools, equipment and labor incidental thereto.

The removal of paint necessary to attach or weld jacking stiffeners at jacking point locations will be paid under item "Localized Paint Removal".

The final cleaning and application of paint on added members, members that are to remain or steel left bare as a result of modification shall be paid for under the item "Abrasive Blast Cleaning and Field Painting of Structure".

Pay Item
Jacking Existing Superstructure

Pay Unit
L.S.

ITEM #0503941A – RESET EXISTING BEAMS

Description: Work under this item shall consist of disconnecting, stockpiling, and reconnecting the existing intermediate and end diaphragms between girders G6 & G7, lowering girder G7 onto newly placed elastomeric bearings on modified masonry pads on abutments and piers and reconnecting intermediate and end diaphragms between girders G6 and G7.

Materials: All structural steel for this work shall be existing steel, which will be reused.

Construction Methods: Prior to beginning this work the Contractor shall submit to the Engineer working drawings and calculations for review and acceptance. The submittal shall be a detailed plan and procedure stamped by a Professional Engineer, licensed in the State of Connecticut, for the removal and resetting of Girder G7. The submittal shall include demolition procedure, details and catalogue cuts of demolition equipment, equipment and crane positions with respect to work areas and lane closures, girder lifting, bracing for stability and erection calculations, catalogue cuts of equipment, crane charts and related material. The Contractor shall not begin this work until the working drawing submittal is reviewed and accepted by the Engineer.

Prior to beginning this work, the Contractor shall install temporary precast concrete barrier curbs (TPCBC) in the pre-stage-1 at the locations shown in the contract plans to create a work zone in the median portion of both northbound and southbound superstructures. After the placement of TPCBC, the Contractor shall mobilize equipment in the median. A debris shield shall be installed from the underside of the structure to be able to capture debris from the concrete removal. After the debris shield is in place, the Contractor shall place a longitudinal saw-cut along the edge of the top flange girder G6 and remove existing concrete deck between the saw-cut line at Girder G6 and the longitudinal joint along the raised median mall area. Hoe rams and jack hammers may be used for the removal of concrete while exercising caution to ensure that the debris from the concrete removal operations do not fall on vehicles and personnel below and prevent damage to girders. Contractor shall use 25 lb hammers for hand work required to remove concrete. The Contractor shall coordinate temporary lane closures on Route 85 below that may be required to perform this work with the Engineer. Contractor shall not perform any lifting or removal operations over live traffic.

After the removal of the existing concrete deck between girder G6 and G7 the Contractor shall remove existing end and intermediate diaphragms between girders G6 and G7 by removing existing connection plate to diaphragm welds. Existing connecting welds shall be removed by cutting & grinding, or arc-gouging to maintain the integrity of the existing connection plates and diaphragm. Localized paint removal may be necessary for performing this work. Existing erection bolts, if present, shall be removed. Existing holes in diaphragms or connection plates shall be filled with pre-tensioned A325 bolts conforming to ASTM F3125 of the same diameter as the existing bolts. Bolting shall be completed prior to re-welding the diaphragms.

During the removal of the diaphragms, the Contractor must ensure that the existing girders which are free standing after the removal of the diaphragms are stable. For this the Contractor may need to install temporary bracing/diaphragms to stabilize the girder lines for which are not braced within the span that is being worked on. The removed diaphragms shall be stockpiled on site until they are to be reconnected and reinstalled.

After the removal of the diaphragms and stabilizing the girder lines, the Contractor shall temporarily support girder G7 off the existing pedestals. After the girder G7 is temporarily supported, the Contractor shall reconstruct/modify existing bearings pads to proposed elevations in accordance with the contract plans and specifications and install new elastomeric bearings, bolt new sole plates to the vulcanized load plate of the bearing and install the elastomeric bearings on the modified bearing pads. Upon setting the elastomeric bearing in position, the Contractor shall re-install Girder G7 onto the new bearings. Once in final position the welds to complete the new sole plates to the bottom flange of G7 shall be completed by field welding. Once Girder G7 is in final position, the Contractor shall reconnect all end and intermediate diaphragms in accordance with the details shown in the contract plans.

If any damage occurs to the structure or stockpiled beam and diaphragms, as a result of the Contractor's operations, the Contractor shall repair the damaged structure at no additional cost to the State of Connecticut. Contractor shall submit a repair procedure to repair the existing structure for the Engineer's approval. The repair work will begin after it is approved in advance but will not be measured for payment.

Method of Measurement

This work will be measured for payment by the number of existing beams reset. Contractor shall submit a schedule of values for the major work elements under this item, for the Engineer's use.

Basis of Payment

This work will be paid for at the contract unit price, for each "Reset Existing Beams" as applicable, which price shall include cost for the removal, temporarily stockpiling, supporting and bracing existing girders, reinstallation of the existing diaphragms, removing and resetting existing girder G7, cost for design and submittal of working drawings and all equipment, tools, and labor incidental thereto including installing, maintaining and removing a debris shield as directed by the Engineer.

Payment for the removal of the existing concrete deck in the median mall area and installation of the debris shield shall be paid under item "Removal of Superstructure".

Pay Item

Pay Unit

Reset Existing Beams

ea.

**ITEM #0511203A - POLYVINYL CHLORIDE PLASTIC PIPE
WEEPHOLES**

Work under this item shall conform to the requirements of Section 5.13 amended as follows:

5.13.1 - Description:

Add the following:

Work under this item shall also include the mesh below the bituminous overlay.

5.13.2 - Materials:

Add the following:

Mesh shall be galvanized after welding.

5.13.4 - Method of Measurement:

Delete the paragraph and replace with the following:

Each complete weep hole assembly installed and accepted will be counted for payment.

5.13.5 - Basis of Payment:

Delete the paragraph and replace with the following:

This work will be paid for at the contract unit price, for each, "Polyvinyl Chloride Plastic Pipe Weep holes", complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

Pay Item

Polyvinyl Chloride Plastic Pipe Weep holes

Pay Unit

ea.

ITEM #0520035A – SILICONE EXPANSION JOINT SYSTEM

Description: Work under this item shall consist of furnishing and installing the silicone expansion joint system as shown on the plans, as directed by the Engineer, and in accordance with these specifications.

Materials: The following elastomeric silicone joint system manufacturers and their associated component materials have been approved for use:

Watson Bowman & Acme Corp.
95 Pineview Dr.
Amherst, NY 14120
Phone: (716) 691-7566

SPS Expansion Joint System
Wabocrete II
Watson Bowman Acme
2-Part Silicone Sealant

R.J. Watson, Inc
11035 Walden Ave.
Alden, NY 14004
Phone: (716) 901-7020

Silicoflex Joint Sealing System
Silicoflex Gland
Silicoflex Adhesive

A Materials Certificate will be required in accordance with Article 1.06.07 certifying the conformance of the silicone expansion joint system components to the requirements set forth in the contract specification.

Each container of product furnished shall be delivered to the job site in the Manufacturer's original sealed container. Each container shall be labeled to include the name of material, Manufacturer's name, and the Manufacturer's lot/batch number. All materials must be stored in accordance with the Manufacturer's written recommendations and as approved by the Engineer. Materials whose shelf-life has expired shall not be used in the project.

Construction Methods: A technical representative for the silicone expansion joint system, approved by the Manufacturer, shall be present during the installation of the expansion joint to provide guidance to the Contractor in the proper installation procedures to the satisfaction of the Engineer.

The silicone joint system 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".

Tools, equipment, and techniques used to prepare the joints shall be approved by the Engineer and the Manufacturer's technical representative prior to the start of construction.

The joint material shall be placed in accordance with the Manufacturer's printed instructions and as provided herein. The Contractor shall furnish the Engineer with one set of the Manufacturer's instructions not less than one week before the placement is to begin.

Before installation of the silicone sealant, the vertical surfaces in the expansion joint opening, to which the silicone sealant will bond, shall be cleaned of a dust, dirt, debris and other loose materials as recommended by the Manufacturer. Additionally, the bonding surfaces shall be blast cleaned if recommended by the Manufacturer.

Primer, if required by the Manufacturer, shall be applied to the vertical surfaces of the on which the silicone sealant will bond. The primer shall be allowed to cure undisturbed for a minimum of one hour prior to installation of the silicone adhesive, as required by the Manufacturer and as directed by the Engineer.

The silicone sealant shall also be installed within the parapet using a backer rod. Following blast cleaning, a backer rod of a diameter 25% larger than the joint opening shall be installed in the joint opening. The backer rod shall be comprised of closed cell expanded polyethylene foam, compatible with cold applied seals unless otherwise approved by the Manufacturer. The backer rod shall be installed as shown on the plans.

Any portion of the Silicone Expansion Joint System that is punctured, ruptured, debonded, delaminated, or damaged in any other way shall be removed and replaced by the Contractor at no additional cost to the State.

All work shall be done in accordance with the special provisions for "Maintenance and Protection of Traffic" and "Prosecution and Progress" contained elsewhere within.

Method of Measurement: This work will be measured for payment by the number of linear feet of the Silicone Expansion Joint System, installed and accepted, by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price, per linear foot, for "Silicone Expansion Joint System", complete in place, including all materials, equipment, tools, and labor incidental thereto.

Pay Item
Silicone Expansion Joint System

Pay Unit
L.F.

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

<u>Square Mesh Sieves</u>	1" (25.0 mm)	¾" (19.0 mm)	½" (12.5 mm)	⅜" (9.5 mm)	No. 4 (4.75 mm)
% passing	100	90 - 100	20 - 55	0 - 15	0 - 5

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 $\frac{3}{16}$ " 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 $\frac{1}{4}$ " thick and 8" wide. For joint openings in excess of 3" the minimum plate dimensions shall be $\frac{3}{8}$ " 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

Properties - As Supplied	Test Method	Requirement
Extrusion Rate	ASTM C1183	200-600 grams/min
Leveling	ASTM C639	Self-Leveling
Specific Gravity	ASTM D792	1.20 to 1.40
Properties - Mixed	Test Method	Requirement
Tack Free Time	ASTM C679	60 min. max.
Joint Elongation – Adhesion to concrete	ASTM D5329 ^{1,2,3}	600% min
Joint Modulus @ 100% elongation	ASTM D5329 ^{1,2,3}	15 psi max
Cure Evaluation	ASTM D5893	Pass @ 5 hours

1. Specimens cured at 77±3⁰F 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

Product	Supplier
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 45⁰F to 95⁰F.

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

Installation Restrictions	
Designed Deck Joint Thermal Movement Range²	Bridge Superstructure Surface Temperature¹
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

- 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.*
- 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.

Pay Item
Asphaltic Plug Expansion Joint System

Pay Unit
C.F.

ITEM #0521003A – BEARING REPLACEMENT WITH ELASTOMERIC BEARING PADS

Description: Work under this item shall consist of the removal and disposal of all existing bearing assemblies, cutting existing anchor bolts below the surface of the concrete and fill the area with non-shrink grout, cover existing anchor bolt in the bottom flange of the girder with steel plate, furnishing and installing new elastomeric bearing pads, obtaining field measurements of the existing bearings and existing concrete bearing pads furnishing and installing new beveled sole plates and load plates as shown on the plans, in accordance with these specifications, and as directed by the Engineer.

Materials:

1. Elastomer: The elastomeric compound, used in the construction of the bearings, shall contain only virgin polychloroprene (Neoprene) and shall be low- temperature Grade 3 and shall have a shore A Durometer hardness of 50 +/-5 points and meet the requirements of AASHTO Division II Section 18.

Each steel-laminated 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 shall 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 sole plates or load plates.

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. Steel Laminae: The internal steel laminae shall conform to the requirements of ASTM A 1011 Grade 36. The internal steel laminae edges shall be ground smooth or otherwise rounded before molding the bearing.

3. External Steel Plates: Steel sole and load plates shall be AASHTO M270, Grade 36 and shall conform to the requirements of Article M.06.02.

All surfaces of the load plates shall be abrasive blast cleaned before being hot bonded to the bearing during vulcanization. The new sole plates shall be field painted according to item specification for Localized Paint Removal and Field Painting of Existing Steel.

Adhesive bonding of the elastomer portion of the bearings to external steel plates or concrete is not permitted.

4. Elastomeric Shims: The elastomer for shims shall conform to the same requirements as the bearing elastomer and be 1/16 inches and 1/8 inches thick, if directed by the Engineer.

ITEM #0521003A

5. Adhesive: The adhesive for bonding the shims shall consist of a long lasting, high strength, cold applied, air cured, water and heat resistant material specifically formulated for bonding neoprene and shall meet the following requirements:

Property	Requirement	ASTM Test Procedure
Adhesion	30#/in.	D 429, Method B
Hardness	50 \pm 5 Shore A points	D 2240
Tensile Strength, min	1800 psi	D 412
Elongation before breaking, min.	750 %	D 412

6. Bolts, Nuts and Washers: High strength bolts shall conform to ASTM F3125 Grade A325 Type 1. All hexagonal nuts shall conform to ASTM A563 Heavy Hex Type C/ All circular hardened washers shall conform to ASTM F436 Type 1.

7. Non-Shrink Grout: Non-shrink grout shall conform to Article M.03.05.

Construction Methods:

The Contractor shall obtain field measurements of the existing bearings and concrete bearing pads before submitting shop drawings in order to verify compatibility with the elastomeric bearings as detailed. The Contractor shall record the grade of each beam to accurately produce a new beveled sole plate. The Contractor shall submit field measurements with the shop drawings. See “Appendix

– A: Bearing Assembly Field Measurements” of this special provision for a sample of the information to be submitted.

The Contractor shall measure the gap between the bottom of the existing girder flange and the top of the concrete surface at all bearing locations and obtain field measurements A, B and C (as illustrated in the sketch in this specification). Based on the field measurements and the proposed height of the bearing including the load plate, the Contractor shall calculate the actual thicknesses of the sole plates and submit the calculated sole plate thicknesses along with field measurements to the Engineer for review. The Contractor shall obtain the field measurements A, B & C at Girder G7 after lowering the Girder and determine the proposed thicknesses of the sole plates. The calculated sole plate thicknesses shall be compared with the minimum sole plate thicknesses shown in the contract plans. The Contractor shall notify the Engineer prior to submitting shop drawings if after taking field measurements of the existing bearing assembly height, it is determined that the proposed sole plate thickness at the center line of bearing is less than 1.625 inches

The Contractor shall submit shop drawings to the Engineer, for review and approval, in accordance with Sub 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, nominal hardness of the elastomer, the quantity of bearings required, including test bearings, and the location of the bearing identification.

A minimum of thirty (30) days prior to the installation of the elastomeric bearings, the Contractor shall deliver to the job site a total of 56 bearings for installation plus one test bearing. The Contractor shall pack the bearings in containers holding no more than ten (10) bearings.

Bearings in one container shall contain the same type and size of bearing required for one structure only. The Contractor shall mark the container with the project number, the bridge number, the number of bearings, the intended location on the structure, the name of the Manufacturer and the lot number.

The Contractor shall remove the existing bearing assemblies using methods that do not damage them or the existing beam. Existing welds shall be removed by machining, grinding, chipping, or air carbon-arc gouging and in such a manner that the remaining base metal is not wicked or undercut. A minimum of $\frac{1}{8}$ " of weld metal shall be left in place if arc gouging is the selected removal method and the remaining weld metal shall be removed by grinding. Welders who perform arc gouging shall be SMAW certified. Use of flame cutting equipment to cut the anchor bolts is not allowed. The Contractor shall remove the bolts by sawing the anchor bolt unless another method is approved by the Engineer. The Contractor shall grind smooth the portion of welds remaining after removal of the existing soleplate.

Wherever arc gouging, flame cutting or welding will be used, existing lead paint must first be removed from around the area to be affected. Removal of paint for the purpose of removing the existing bearing and installing the new bearing shall be accomplished by methods described in the special provision "Localized Paint Removal" if the paint is being removed prior to abrasive blast cleaning.

The Engineer will inspect the concrete bearing pads before the installation of the elastomeric bearings. Portions of protruding anchor bolts shall be cut off below the surface of the concrete and the void filled in with non-shrink grout. All other cracks, spalls, or deterioration shall be repaired as ordered by the Engineer.

The concrete bearing pads 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.

Before installing the elastomeric bearings, the Contractor shall clean the concrete bearing pad of dirt, grease, oil, or other foreign material.

The Contractor shall install the elastomeric bearings as shown on the plans. The Contractor shall install the elastomeric bearings when the temperature of the ambient air and the bearings is between 40 deg. F to 80 deg. F and has been within this range for at least 2 hours.

Adhesive bonding of the elastomeric bearings to steel and concrete surfaces is not permitted.

Welding with the elastomeric bearings in place will not be permitted unless there is more than 1.5" of steel between the weld and the elastomer. In no case shall the elastomer be exposed to temperatures greater than 400 deg. F. Temperature Indicating Crayons shall be used during field welding to assure that these temperature restrictions are not exceeded.

Welding details, procedures and testing methods shall conform to the latest ANSI/AASHTO/AWS D1.5: Bridge Welding Code, unless otherwise noted. Silicone based caulking material approved by the Engineer shall be used to seal between sole plate and bottom flange weld where weld is discontinued. The caulking material shall be compatible with the paint system used for field painting.

The elastomeric bearings shall rest uniformly on the concrete bearing pads when the bearings are under the full dead load of the superstructure. If uniform contact is not present, the Contractor shall fill the gaps beneath the bearing by inserting elastomeric shims that are slightly thinner than the gaps. The Contractor, in the presence of the Engineer, shall measure the gaps to determine the locations and sizes of the shims.

The Contractor shall bond the individual shims to the elastomer portion of the bearing with adhesive applied over the entire shim interface. The surface preparation, application and curing of the adhesive shall comply with the Manufacturer's recommendations. If shims in excess of 1/8 inches are required, bonding of multiple shims is permitted. In areas that vary in thickness, the Contractor shall shim by stepping shims.

After the removal of anchor bolts prior to painting, the Contractor shall furnish and seal weld ¼ inch steel plates over the slotted holes as shown on the plans.

The Contractor shall provide the Engineer with safe work access to perform inspection.

Method of Measurement: This work will be measured for payment by the actual number of elastomeric bearing pads installed and accepted. Test bearings will not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price each for "Bearing Replacement with Elastomeric Bearing Pads" complete, in place and accepted, which price shall include obtaining field measurements of existing bearings and concrete bearing pads, placing non-shrink grout, furnishing and installing sole plates and load plates, application of shop primer coat on the load plates, furnishing and installing elastomeric bearings, steel plates over slotted holes, test bearing, shims, adhesive, removal and disposal of the existing bearings, access to bearing locations and all materials, equipment, tools and labor incidental thereto.

Surface preparation and painting of the beveled sole plates and the steel plates over slotted holes shall be paid for under the item "Abrasive Blast Cleaning and Field Painting of Structure"

Pay Item

Bearing Replacement with Elastomeric Bearing Pads

Pay Unit

EA.

APPENDIX A: Bearing Assembly Field Measurements

Provide all dimensions in inches.

A	B	C	D

Dimension “B” is the bearing assembly height taken at the centerline of bearing.

Concrete Bearing Pad Information:

Transverse Dimension (Width) = _____

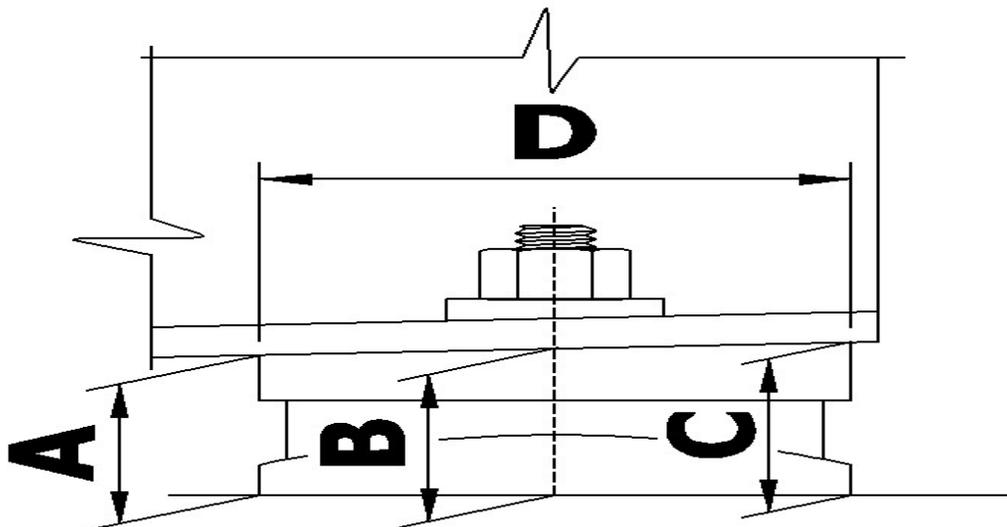
Longitudinal Dimension (Length) = _____

Center line of beam to the top right edge of bevel (measured transversely to the beam) = _____

Center line of beam to the top left edge of bevel (measured transversely to the beam) = _____

Grade of concrete bearing pad to level = _____

Bottom Flange Width = _____



Bridge No. _____ Abutment No. _____ Pier No. _____ Beam No. _____

ITEM #0522178A – CONSTRUCT CONCRETE KEEPER BLOCKS

Description:

This item shall consist of constructing concrete keeper blocks including the furnishing and placing of reinforcing steel, drilling and grouting, chemical anchoring material, steel keeper plates, welded studs and concrete. This work shall be done as indicated on the plans, in accordance with these specifications, and as directed by the Engineer.

Materials:

The steel keeper plates shall conform to ASTM A36 steel.

Steel for welded studs shall conform to the requirements of Sub article M.06.02-4.

The chemical anchoring material shall be a resin compound specially formulated to anchor steel bars in holes drilled into concrete for the purpose of resisting tension pull-out. The chemical anchoring material shall be a product listed on the latest Connecticut Department of Transportation Qualified Products List for Chemical Anchors.

Concrete shall be Class "F" conforming to Article M.03.

Reinforcement shall conform to ASTM A615, Grade 60, epoxy coated.

The steel keeper plates shall be galvanized after fabrication and welding of the studs, in accordance with ASTM A123.

Certification: A Materials Certificate and a Certified Test Report shall be required for the chemical anchoring material and the steel keeper plates in accordance with Article 1.06.07, certifying the conformance of these materials to the requirements stated herein.

All materials shall be approved by the Engineer before use.

Construction Methods:

The installation of the keeper blocks shall be done after the two adjacent elastomeric bearings have been installed.

Prior to installing any reinforcing steel, the Contractor shall submit the following to the Engineer for approval: type of drill, diameter of bit, method of cleaning holes, and method of placement of the chemical anchoring material. Specifications and recommendations for the aforementioned may be obtained from the manufacturer of the chemical anchoring material. The weight of the drill shall not exceed 20 pounds.

Holes shall be drilled into the concrete at the locations shown on the plans.

Drilling methods shall not cause spalling, cracking, or other damage to the concrete. 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.

The reinforcing steel and chemical anchoring material shall be installed in the holes in accordance with the manufacturer's recommendations.

If existing reinforcing bars are encountered during the drilling operation, the hole shall be relocated to clear the existing reinforcing as directed by the Engineer. Uncompleted holes shall be filled with the chemical anchoring material and finished smooth to the contour of the surrounding concrete surface. Care shall be taken not to damage exposed reinforcing bars.

The surface on which the concrete keeper block is cast shall be intentionally roughened to a depth of 1/4 inch.

Fabrication and placement of reinforcing steel shall conform to the requirements of Article 6.02.03.

The installation of welded studs shall be in accordance with the requirements of Article 5.08.03. Mixing, placing, curing, and finishing of the concrete shall be in accordance with Article 6.01.03.

The Contractor shall make test cylinders under the supervision of the representative of the Department. The dimensions, type of cylinder mold and number of cylinders shall be specified by the Engineer.

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.

At no time during the Contractor's work will interruption in traffic carried by the structure be permitted solely as a result of constructing the keeper block.

Before fabricating any materials, the Contractor shall submit shop drawings to the Engineer for review in accordance with Article 1.05.02-3. These drawings shall include but not be limited to the following: Location and sizes of all reinforcing steel including splice lengths, steel plates and studs, material lists and material designations.

Method of Measurement: This work will be measured for payment by the number of concrete keeper blocks, as described above, completed and accepted by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price each for "Construct Concrete Keeper Blocks", complete in place, which price shall include furnishing, placing and

grouting reinforcing steel, steel keeper plates and welded studs, concrete, and all materials, equipment, tools and labor incidental thereto.

ITEM #0601070A - CLASS "S" CONCRETE

Description: Class "S" super plasticized concrete is to be used to fill and repair voids in horizontal and vertical surfaces of concrete areas greater than two (2) square feet and one inch (1") deep (exclusive of deck slabs) as detailed on the plans or as directed by the Engineer.

Work under this item shall consist of removing loose concrete, deteriorated concrete, and concrete overlaying hollow areas, and patching these areas as well as spalled and scaled areas with Class "S" Concrete formed to the original contour. Work under this item shall also consist of removing sound concrete beneath stirrups in order to properly anchor the Class "S" repair material in place. The work shall also include any saw cutting or chiselling, sandblasting and cleaning of all areas. Work under this item shall also include sandblasting and cleaning any exposed reinforcing steel, coating the exposed reinforcing steel with zinc-rich primer, and installing new welded wire reinforcement or new reinforcement to replace deteriorated existing reinforcement prior to placing concrete.

The Contractor shall not perform any repair work without prior approval by the Engineer for location and limits.

Materials: Materials shall conform to Section M.03 as modified herein below: M.03.01 - General Composition of Concrete Mixes is supplemented to include Class "S" Superplasticized concrete.

		PROPORT. BY	WATER PER BAG	
<u>TYPE</u>	<u>COMPR. STR</u>	<u>WT. APPROX.</u>	<u>MAX.</u>	<u>CEM. FACTOR</u>
Class "S"	4 ksi (28 days)	1:2.16:2.20	5.7 (Gals.)	7.0 (Bags/C.Y.)

1. Coarse Aggregate:
 - (a) Grading Coarse Aggregate for the Class "S" concrete shall meet the following gradation requirements:

For Class "S": The required grading shall be obtained by using 100 percent 3/8" coarse aggregate.

2. Cement: Type I or II Portland Cement shall be used for Class "S" Concrete and there shall be no supplementary materials.
3. Admixtures:

Superplasticizing Admixtures: The superplasticizer admixture shall be a high-range water superplasticizer admixture shall be a high-range water reducer (HRWR) capable of increasing the slump of the mix from approximately 2.5 inches to 6.5 inches upon the addition of the amount recommended by the respective manufacturer. The HRWR shall conform to ASTM C494 Type F or Type G and shall be approved by the Engineer. The

use of this material shall be in strict accordance with the respective manufacturer's written instructions and procedures.

4. Curing Materials:

No liquid membrane forming compound shall be used for Class "S" concrete.

5. Zinc Primer:

Kolor-Zinc No. 0100

Manufactured by: Keeler & Long, Inc.
856 Echo Lake Road
Watertown, CT 06795

Carboline 676

Manufactured by: Carboline
350 Hanley Industrial Court
St. Louis, MO 063144

Zinc Plate 49 Organic Primer

Manufactured by: Con-Lux Coating, Inc.
Talmadge Road. Box 847
Edison, NJ 08818

Or engineered approved equal. A materials certificate of compliance shall be required for the zinc primer in accordance with Article 1.06.07, certifying the conformance of this material to the requirements stated herein. The primer shall be brush applied in two successive coats; spraying shall not be permitted.

6. Composition:

Class "S" concrete shall conform to the requirements as specified in M.03.01 as amended herein. Class "S" concrete shall contain not less than 6.5 percent and not more than 8.5 percent entrained air at the time of placement.

7. Consistency:

Class "S" concrete shall have a slump range of 2 inches to 4 inches prior to the addition of the HRWR and from 6 inches to 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.

8. Mixing Concrete:

For hand mixing of Class "S" 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.

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

9. Curing Concrete:

Concrete shall be cured by leaving forms on for seven (7) days and wetting them frequently.

10. Material Storage:

The Contractor shall store and maintain the A.E.A. and the HRWR materials in clean original containers as delivered by the manufacturer.

11. Reinforcing Steel and Welded Wire Reinforcement: As specified in M.06.01.01.

Construction Methods:

Where this specification deviates from the Standard Specifications for Roads, Bridges and incidental Construction, Form 817, the intent of this special provision shall govern.

Before any concrete is removed, the Contractor shall determine, in the presence of the inspector, the exact limits and locations of all areas to be worked on under this item. The Contractor shall provide all scaffolding necessary to perform the required work. The limits of each area shall be suitably marked.

The perimeter of each patch shall be saw cut 1/2 inch deep. Care shall be taken not to cut existing reinforcing.

Loose and deteriorated concrete shall be chipped away back to sound concrete and at least 1 inch beneath the stirrups (typically #4 bars).

All surfaces of exposed concrete and reinforcing steel shall be thoroughly sandblasted and vacuumed immediately prior to forming. Following sandblasting, all surfaces shall be free of oil, solvent, grease, dirt, dust, bitumen, rust, loose particles and foreign matter.

Extreme care shall be taken, where reinforcing steel is uncovered, not to damage the steel. Pneumatic tools shall not be placed in direct contact with reinforcing steel. Maximum 30 lb. size hammers shall be used for general chipping and removal while maximum 15 lb. size shall be used behind reinforcing steel. Exposed reinforcing shall remain in place except where specifically indicated for removal by direction of the Engineer. Exposed reinforcing steel shall be sandblasted in accordance with SSPC-SP-6, Commercial Blast Cleaning, to remove all contaminants, rust and rust scale.

Where the existing reinforcing steel is severely corroded or damaged (50% of gross area), new reinforcing steel shall be installed in accordance with the plans. Where existing steel is determined by the Engineer to have insufficient cover, the cover shall be increased to a minimum of 2 inches. New steel shall be attached to existing steel as directed by the Engineer.

When using sandblasting equipment, all work shall be shielded for the protection of the public.

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 at the nozzle.

Adequate measures shall be taken by the Contractor to prevent concrete chips, tools and/or materials from entering into adjacent roadway lanes or dropping to areas below the structure. All debris shall be promptly swept up and removed from the site.

All materials removed shall be satisfactorily disposed of by the Contractor. The Contractor shall design, furnish, install and remove temporary demolition shields to prevent debris from dropping below as directed by the Engineer.

The Contractor shall submit working drawings to the Engineer in accordance with Article 1.05.02. The debris shield shall remain in place during construction until the Engineer determines it is no longer needed. The Contractor is responsible for the integrity and maintenance of the shield during their use.

Forms and support systems shall be properly designed in accordance with 6.01.03-1. Forms shall be so designed that placement access shall be allowed at the top of the formwork assembly.

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 dampened with fresh water immediately prior to placement of the fresh concrete by "hosing" down the areas behind the forms as thoroughly as possible. Light rust formations on sandblasted reinforcing steel prior to concrete placement is normal and acceptable.

The minimum ambient and patch area surface temperature shall be 45 deg. Fahrenheit and rising at the time of concrete installation.

Prior to forming up vertical surfaces, reinforcing steel welded wire fabric conforming to the requirements of M.06.01-6 shall be installed at the proper depth as approved by the Engineer. The fabric shall be tied to any exposed reinforcing steel or anchored to sound concrete with powder actuated anchors 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, the exposed faces of new concrete shall be finished off with the use of the appropriate tools to blend in the physical appearance to the surrounding areas as much as possible.

Cured patches areas 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 his own expense until a patch acceptable to the Engineer is in place.

Method of Measurement: Class "S" Concrete shall be measured for payment by the actual volume in cubic yard of concrete placed, and accepted by the Engineer. Welded wire fabric and reinforcing steel will not be measured for payment.

Basis of Payment: Add the following:

"Class "S" Concrete" will be paid for at the contract unit price per cubic yard complete in place, which price shall include locating and removing unsound material, saw cutting or chiseling, sandblasting, cleaning, application of zinc primer on the existing reinforcing steel, welded wire fabric, reinforcing steel, forming, placing, curing, stripping and finishing new concrete, and all materials, equipment, tools, labor and clean-up incidental thereto.

Pay Item
Class "S" Concrete

Pay Unit
C.Y.

ITEM #0601107A – HIGH EARLY STRENGTH CONCRETE

Work under this item shall conform to Section 6.01 Concrete for Structures as supplemented and amended herein to provide for High Early Strength Concrete.

6.01.01 – Description: Add the following

High early strength concrete may be used to accelerate the construction of the bridge. The goal of this work is:

- Meet the required compressive strength (both interim and final) in an accelerated manner.
- Reduce the cure time for the concrete
- Provide durable (low permeability) concrete
- Provide low shrinkage properties to reduce cracking in the field

The Contractor shall develop a high early strength concrete mix design for use in the longitudinal closure pours, distribution slabs and backwall. This high early strength concrete may also be used in other cast-in-place concrete work.

6.01.02 – Materials: Add the following:

The high early strength concrete shall conform to the requirements of M.03.01 and the following criteria:

1. Portland cement shall be Type II, IIA or III conforming to AASHTO M85 or M240, as appropriate.
2. All cement used in the manufacture of the members shall be the same brand, type and color, unless otherwise permitted.
3. Use Portland cement conforming to AASHTO M85 with compatible admixtures and air entraining agent.
4. Water-cementitious material ratio shall not exceed 0.4 by weight, including water in the admixture solution and based on saturated surface dry condition of aggregates.
5. Use a maximum size coarse aggregate of ¾”.
6. The amount of entrained air shall be 6.0 +/- 1.5%.
7. High early strength concrete shall achieve a minimum 28-day compressive strength of 6000 psi.
8. The early strength characteristics of the concrete shall be commensurate with the intended construction procedure that is developed by the Contractor in the Assembly Plan.
9. A shrinkage reducing admixture shall be added to the concrete mix according to the manufacturer's recommendation such that there will be no cracks at 14 days in the sample tested in AASHTO T334 (see below). A shrinkage reducing admixture shall be tested by an approved testing lab and meet the requirements of ASTM C494-10 Type S, except that in Table 1 length change shall be measured as: Length Change (percent of control) shall be a minimum of 35% less than that of the control. Table 1 Length Change (increase over control) shall not apply. Shrinkage reducing admixtures shall not contain expansive metallic materials.

10. The maximum allowable total chloride content in concrete shall not exceed 0.1% by weight of cement.

Mix Design Requirements

Concrete shall be controlled, mixed, and handled as specified in the pertinent portions of Section 6.01 Concrete for Structures, Supplemental Specifications and as indicated below:

The Contractor shall design and submit for approval the proportions and test results for a concrete mix which shall attain the minimum final design compressive strength and the early compressive strength as defined by the approved Assembly Plan and consistent with the approved Quality Control Plan.

The concrete mix design shall have a rapid chloride ion permeability of 2000 Coulombs at not more than 28 days using AASHTO T 277 and the air entrainment shall be targeted at a value of 6.5 percent +/-1.5 percent. Contractor may opt to take multiple tests prior to 28 days which will be considered accepted once the target value of 2,000 coulombs is reached. Testing shall be in accordance with AASHTO T 119 and T 152. Multiple samples should be tested using the intended curing methods in order to establish the required cure times for the mix.

Should a change in sources of material be made, a new mix design shall be established and approved prior to incorporating the new material. When unsatisfactory results or other conditions make it necessary, the Department will require a new mix design.

The concrete mix design shall be submitted to the Department for review and approval. The Department shall be notified at least 48 hours prior to the test batching and shall be present to witness the testing.

All tests necessary to demonstrate the adequacy of the concrete mix shall be performed by the Contractor, witnessed by the Department, including, but not limited to: slump, air content, temperature, initial set and final set (AASHTO T197). Compressive strength tests shall be determined on field cured cylinders (6" X 12" cylinders) at 9 hours, 12 hours, 15 hours, 18 hours, 24 hours, 30 hours, 36 hours, 42 hours, 2 days and 3 days, and standard cured cylinders at 7 days and 28 days. Additionally, a confined shrinkage test as outlined in the AASHTO T334 - Practice for Estimating the Crack Tendency of Concrete shall be performed by an AASHTO accredited laboratory. The results of these tests (documenting zero cracks at 14 days) shall be submitted to the Department.

Field Trial Placement

In addition, a trial placement shall be done a minimum of (90) ninety days before the intended date of the initial closure pour placement. The Contractor will be required to demonstrate proper mix design, batching, placement, finishing and curing of the high early strength concrete. The trial placement shall simulate the actual job conditions in all respects including plant conditions, transit equipment, travel conditions, admixtures, forming, the use of bonding compounds, restraint of adjacent concrete, placement equipment, and personnel.

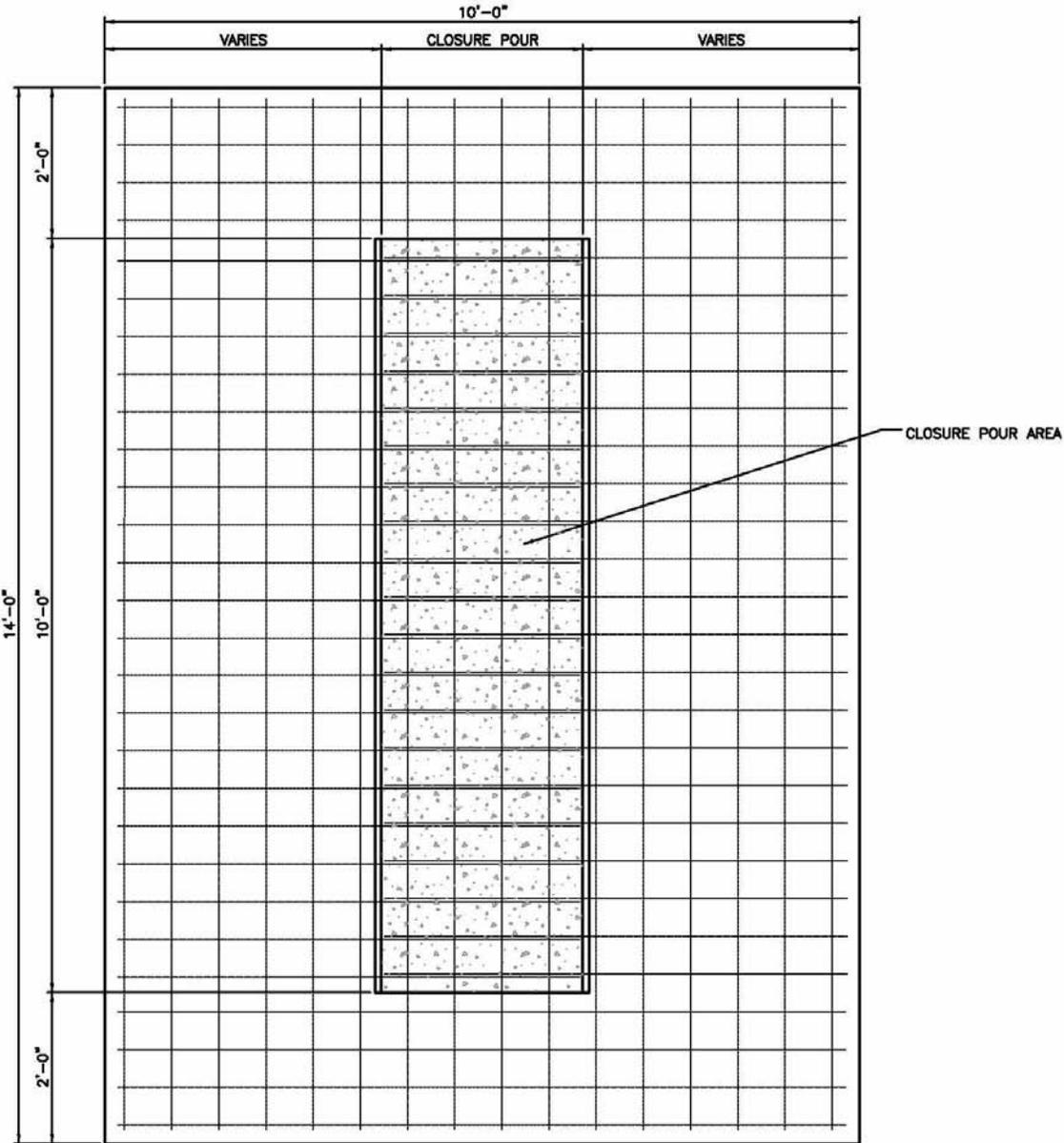
The trial shall also demonstrate the ability of the concrete to accept the installation of the membrane waterproofing system that is to be used. A representative portion of the trial concrete shall be coated with the membrane waterproofing in accordance with the specifications for the waterproofing. The timing of the installation of the waterproofing on the trial concrete shall be commensurate with the intended construction procedure and schedule that is developed by the Contractor. The Contractor shall demonstrate that the waterproofing meets all the requirements of the specifications.

The details for the trial placement configuration are shown in Figure 1. Acceptance criteria for the trial placement shall be as follows:

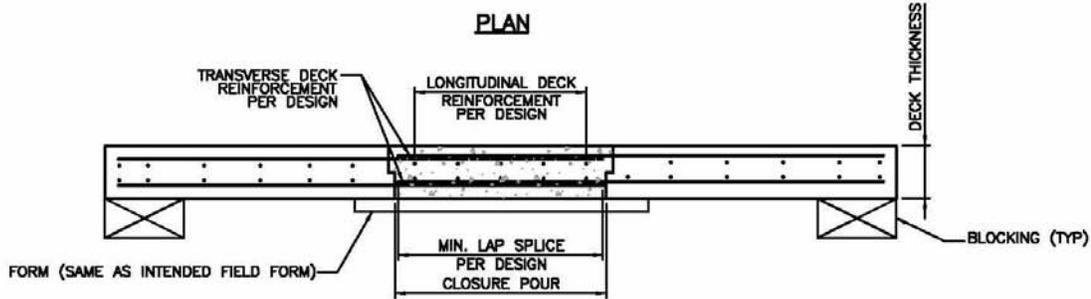
- The trial placement concrete shall not exhibit cracking or separation from the test panel in excess of 0.016 inches wide
- There shall be no more than one transverse crack in excess of 0.010 inches wide in the 10 foot long pour.
- The evaluation of the trial placement shall take place 14 days after placement.

If the trial placement fails these criteria, the Contractor will be required to submit a corrective action plan on how repairs of these crack sizes will be performed. The Department may require the Contractor to conduct more trial batches and trial placements. The costs of trial batches, trial placements and the removal of trial placement concrete from the job site is incidental to the work and will not be measured for payment. The requirement for multiple test placements shall not be cause for a time extension.

The final accepted trial placement testing shall be used to establish the final acceptance testing protocol for the field placements.



PLAN



TYPICAL SECTION

FIGURE 1 - TRIAL PLACEMENT TEST SET-UP

6.01.03 Construction Methods: Add the following:

The Contractor shall engage an AASHTO accredited laboratory to provide testing facilities which are qualified laboratories under the NETTCP program to perform all Quality Control field testing. All personnel performing tests shall be qualified NETTCP Concrete Technicians and certified ACI Laboratory and Concrete Strength Technicians. Anytime the Contractor moves the laboratory, all associated equipment shall be recalibrated. This requirement is intended to minimize the movement of test cylinders.

The Contractor is required to perform initial set and final set tests (AASHTO T197) in addition to slump, air content and temperature on concrete from each concrete truck used in the placing of this High Early Strength Concrete. Field cured cylinders (6" X 12" cylinders) will be made from the first and last concrete trucks. A set of three (3) field- cured cylinders shall be made for each informational test associated with early structural loading. The Contractor is advised to fabricate adequate sets of cylinders to allow multiple tests to verify field concrete strength. The Department shall be allowed to witness the test and comment on all the tests performed by the Contractor. The Contractor shall not open the roadway to traffic until the final strength has been met and when the Department has directed that the roadway can be opened to traffic.

All testing and equipment shall conform to AASHTO T-22, and the making and curing of concrete cylinders shall conform to AASHTO T23. All costs associated with the on-site mobile testing facilities, personnel and field testing, equipment calibration and verification to demonstrate the field concrete strength shall be incidental to the work.

Acceptance tests will be performed by the Department on standard cured cylinders at 7 days and 28 days. Cylinder breaks at 3 days and 7 days must be at least 10% above the approved trial batch results. The Contractor will be notified of any verification tests that do not meet these requirements and will be required to develop a contingency corrective action plan in case final strength is not achieved. Concrete will be accepted and traffic shall be allowed on the concrete only if the 28-day strength requirement of 4000 psi. is achieved.

Curing Methods

The concrete curing methods shall be developed by the Contractor as part of the Quality Control Plan. The curing methods used in the production placements shall be the same as the curing methods used for the trial placement.

High Early Strength Concrete Crack Inspection

The Contractor shall inspect the finished high early strength concrete surface for cracks. Inspection of the deck for cracking shall be completed prior to the preparation of the deck for placement of the membrane waterproofing system.

The Contractor shall document the location and frequency of cracks on the closure pours (number of cracks per square foot). Cracks greater than 0.016 inches in width shall be

repaired as required by the membrane waterproofing manufacturer

Basis of Payment: Add the following

The work completed under this Item will be paid for at the contract price per actual number of cubic yards of high early strength concrete that is measured complete in place. Payment under this Item includes full compensation for all testing and approval of the mix design.

<u>Pay Item</u>	<u>Pay Unit</u>
High Early Strength Concrete	C.Y.

ITEM #0601323A - MODIFY CONCRETE BEARING PAD

Description: Work under this item shall consist of modifying a concrete bearing pad to accommodate a new elastomeric bearing assembly at the proposed elevations. This includes cutting/removal of existing pedestal concrete and cutting rebars, roughening of existing concrete and furnishing and placing new concrete to the elevations shown in the contract plans. The Contractor shall perform work as indicated on the plans, in accordance with these specifications and as directed by the Engineer.

Materials: The materials shall conform to the following requirements:

1. Non shrink grout shall conform to Article M.03.05
2. The Contractor shall submit to the Engineer a grout mix design for approval which will provide a 28 days strength of 4000 psi. The Contractor shall further provided a certificate stating that the mix submitted meets requirements.

In lieu of a Contractor designed grout mix, the Contractor may at no additional cost to the State, submit for approval one of the following bagged repair mortars:

Emaco T415 Rapid Strength Repair Mortar

Manufactured by: BASF Building Systems
889 Valley Park Drive
Shakopee, MN 55379

Emaco T430 Rapid Strength Repair Mortar

Manufactured by: BASF Building Systems
889 Valley Park Drive
Shakopee, MN 55379

Rapid Set DOT Repair Mortar

Manufactured by: CTS Cement Manufacturing Corporation
11065 Knott Avenue, Suite A
Cypress, CA 90630

Five Star Structural Concrete V/O

Manufactured by: Five Star Products Inc.
750 Commerce Drive
Fairfield, CT 06825

All materials shall be approved by the Engineer before use.

Construction Methods: Before construction, the Contractor shall submit shop drawings to the Engineer for review in accordance with Article 1.05.02. Additionally, the Contractor shall verify existing elevations and determine the thickness of the new concrete pads based on as-built elevations and the desired proposed elevations shown in the contract plans. The field measurements and the thicknesses of the new/modified concrete pads shall be shown in the shop drawings. Grout pads resulting in a thickness of 4 inches or greater shall be reinforced as shown in the contract plans and shall receive Class F Concrete in lieu of non-shrink grout.

These drawing shall include but not be limited to the following:

1. Material lists.
2. Material designations.
3. Method of removal of existing concrete and cutting rebar

Specifications and recommendations for the aforementioned may be obtained from the manufacturer of the chemical anchor material.

The surface on which the new concrete is to be placed shall be intentionally roughened to a depth of ¼” and wetted. There shall be no standing water on the surface. Mixing, placing, curing and finishing of the concrete shall be in accordance with Article 6.01.03. Furnishing and placing reinforcing steel shall be in accordance with Article 6.02.

The Contractor, as directed by the Engineer, shall take adequate precautions to prevent any materials from dropping to the areas below which may result in damage to any existing construction, traffic or to adjoining property. Should any damage occur as a result of the Contractor’s operations, the Contractor shall repair and/or replace any such damage to the satisfaction of the Engineer at no cost to the State.

Method of Measurement: This work will be measured for payment by the number of modified concrete bearing pads constructed and accepted by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price each for “Modify Concrete Bearing Pad”, complete in place, which price shall include removal of existing concrete, cutting of existing rebars, furnishing and placing bagged repair mortar/grout, furnishing and placing access and all materials, equipment, tools and labor incidental thereto.

Class F Concrete for bearing pads 4 inches or greater in thickness shall be paid under item “Class F Concrete” Reinforcing steel for bearing pads 4 inches or greater in thickness shall be paid under Items “Deformed Steel Bars” and “Drilling Holes and Grouting Dowels”.

Pay Item
Modify Concrete Bearing Pad

Pay Unit
EA.

ITEM #0601993A – PRECAST CONCRETE DECK

Description:

Work under this item shall include the pre-casting of concrete deck panels in the shop, delivery, erection, installation, installation of debonding material within the de-bonded zone, grouting shear keys, incorporating shear connector block-outs, forming and casting grout in girder haunches, grouting shear connector pockets & post tensioning ducts and post-tensioning of precast concrete deck panels according to the designs and dimensions shown in the plans or as directed by the Engineer and in close conformity with the lines and grades established by the Engineer. Installation of the panels shall include leveling of the panels and the placement of grout at shear keys between the panels, in the haunches and in the shear connector block-outs as shown on the plans. The installation of the panels shall also include design, furnishing, installation and removal of temporary support brackets to ensure uniform distribution of dead loads on the girders during installation of precast concrete deck panels. Post-tensioning of the panels shall include the installation of the strands and the grouting of the ducts as shown on the plans.

Materials: Non-shrink grout for filling voids at shear keys and post-tensioning ducts shall conform to following:

1. ASTM C 1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (nonshrink)
2. ASTM C 928 - Standard Specification for Packaged, Dry, Rapid-Hardening Cementitious Materials for Concrete Repair

Neoprene Bond Breaker: Commercial grade neoprene 1200 series 60 durometer.

Reinforcement shall be epoxy coated and conform to CTDOT Form 817, Article M.06.01. Each panel that is adjacent to the closure pour shall have protruding reinforcing bars.

The Concrete in the precast concrete deck panels shall have a 28 days compressive strength of 6000 psi.

The post-tensioning strands shall be 0.5-inch diameter grade 270 low relaxation strands conforming to ASTM A416 (AASHTO M203). 4 strands maximum per duct shall be used. Design for the net uniform stress across the transverse joint that is specified on the plans. This stress is calculated after transfer accounting for losses due to friction in the ducts, anchorage set, and elastic shortening of the panels. The effects of long-term losses such as shrinkage and creep, and relaxation of prestressing steel may be ignored. Use AASHTO LRFD Bridge Design Specifications, 8 th Edition with interim specifications up to and including year 2015 and as supplemented by CTDOT Bridge Design Manual 2003 and Article 5.9.3.2.3 for calculating elastic shortening losses. Design and detail general zone reinforcing according to AASHTO LRFD Bridge Design Specifications Article 5.8.2.7.

ITEM #0601248A

The bearing plate anchor heads and metal trumpets at the anchorages shall be epoxy coated or hot dipped galvanized. The strand gripping wedges shall not be galvanized.

Provide hand hole block-outs at all joints to permit the splicing of post-tensioning ducts as shown on the plans.

Use 2" nominal diameter duct for post tensioning in order to facilitate strand placement. The duct shall be specifically manufactured for post tensioning installations. The materials for the duct shall either be plastic or galvanized steel. The use of flat or oval duct is not allowed.

Use heat shrink sleeves to seal post tensioning duct splices between panels. Other sealing systems may be used with approval of the Engineer.

SUBMITTALS

The Contractor shall submit for the Engineer's review, detailed working drawings stamped by a Professional Engineer licensed in the State of Connecticut. The working drawings shall be submitted in advance to allow the Engineer sufficient time to review prior to the Contractor placing the order for fabrication and pre-casting of the concrete deck panels. The working drawing submittal shall include the following:

1. **Fabrication Shop QA Plan:**

- a. The fabrication shop quality control plan shall include dry fit of the precast deck panels to ensure that the deck panels will be delivered to the site complete and ready for installation according to the staging plans and road closure windows.

2. **Deck Assembly Plan:**

- a. Layout Plan of the precast concrete deck panels depicting the assembly procedures for the precast concrete deck panel elements. The plan shall include working lines for erecting the precast concrete deck panels.
- b. Prepare drawings and supporting calculations stamped by a Professional Engineer licensed in Connecticut.
- c. Check that all handling and erection bracing conform to Chapter 8 of the PCI Design Handbook (seventh edition).
- d. Include the following at a minimum on the assembly plans:
 1. A detailed sequence of construction including a timeline for all activities to demonstrate that all work can be accomplished in the allowable closure period.
 2. Minimum clearances of reinforcing to concrete deck panel edges.
 3. Locations and details of lifting devices. Design all lifting devices and locations of lifting devices based on the "no cracking" criteria in Chapter 8 of the PCI Design Handbook (seventh edition).
 4. Type and amount of any additional reinforcing required.
 5. Minimum compressive strength attained prior to handling the panels.
 6. Crane and pick locations.

7. Crane charts.
 8. Panel erection sequence.
 9. Cables and lifting equipment.
 10. Details of vertical adjusting hardware and leveling devices.
- e. Include details showing the erection and installation of the proposed deck panels in accordance with the design plans.
 - f. Submit calculations showing that tensile stresses on both faces of the panels do not exceed the “no cracking” criteria specified above during the handling, fabrication, shipping, and erection of the panel.
 - g. Submit calculations for the post tensioning system that can achieve the specified prestress across the transverse deck joints as shown on the plans. Include calculations accounting for losses due to friction in the ducts, anchorage set, and elastic shortening of the panels. Design the local zone, anchorage and bursting reinforcing and include details in working drawings.
 - h. Include sequence of post tensioning.
 - i. Submit a proposed method for forming the deck haunches and installing the non-shrink grout including the sequence, and equipment to be used for grouting operations. Obtain approval prior to placement of non-shrink grout.
 - j. Include temporary support details for supporting the overhanging deck panel ends at girders G3, G10 and G12.
 - k. Submit a method of forming closure pours at joints between precast panels.
 - l. Submit a method for sealing the post tensioning duct splices between the panels.

3. Precast Concrete Deck Panel Shop Drawings:

- a. Submit shop drawings for each element.
- b. Prepare shop drawings stamped by Professional Engineer licensed in Connecticut.
- c. Show, and locate all lifting inserts, hardware or devices, and vertical adjustment hardware on the shop drawings for the Engineer’s approval.
- d. Show type and size of longitudinal post-tensioning anchorage assembly and ducts.
- e. Submit a Certificate of Compliance for non-shrink grout to the Engineer for approval.
- f. Do not order materials or begin work until receiving final approval of the shop detail drawings.
- g. Do not deviate from the approved shop drawings unless authorized in writing. Contractor is responsible for costs incurred due to faulty detailing or fabrication.

Construction Method:

The following general sequence must be followed:

1. The existing steel girders should be fully braced before placing panels. For this the Contractor shall ensure that all intermediate and end diaphragms connections are in-tact and are fully secured.
2. Place precast concrete deck panels on the beams without grout or adhesives in the proper horizontal position.
3. Support ends of precast concrete deck panels at Girders G4 and G11 on temporary bracket supports. Brackets shall be designed by Contractor to ensure that the precast concrete deck panel loads are uniformly distributed over all the girders.
4. Prevent shifting of the precast concrete deck panels during the joining of all the deck panels.
5. Adjust panel grades to the specified elevations using the vertical leveling devices. Torque all leveling devices to within 15 percent of each other to provide proper distribution of panel weight to the supporting beams.
6. Install post-tensioning strand in ducts loose. Seal duct splices.
7. Place grout in transverse shear keys.
8. When the grout has attained a minimum strength of 1000 psi, stress post-tensioning to specified levels.
9. Grout post-tensioning ducts.
10. Install shear connectors in block-outs outside of the de-bonded zone.
11. Form beam haunch.
12. Install grout in beam haunch and shear connector blockouts.
13. Cast Closure pours between precast concrete deck panels and deck end portions.
14. Remove temporary bracket supports from girders G4 & G11 after closure pours reach a 4000 psi strength and traffic is ready to be placed on the deck.

PREPARATION AND INSTALLATION OF NON-SHRINK GROUT

1. Clean and remove all debris from deck haunches and blockouts prior to placement of the structural non-shrink grout.
2. Keep bonding surfaces free from laitance, dirt, dust, paint, grease, oil, rust, or any contaminant other than water.
3. Form the deck haunches after installing shear studs at the locations shown on the plans.
4. Pre-test grout material installation under field conditions in a grout pocket and strip mock-up prior to construction of the deck to determine the following:
 - a. Grout flowability
 - b. Whether voids will form in the grout.
 - c. Whether subsequent cracking will occur in the grout.
 - d. Whether grout is prevented from entering post-tensioning duct splices.

Following placement of the grout, the mock-up will be inspected by the Engineer and dismantled if required in order to determine the quality of the grout placement.

5. Include in the mock-up at least two shear connector pockets and at least one handhole with a post tensioning duct splice that is of the same configuration as the actual bridge.
 - a. The Engineer will determine the required corrective action.
 - b. Proceed with grouting process at the Engineer's direction.
6. Saturate Surface Dry (SSD) all surfaces receiving structural non-shrink grout.
7. Mix and place product following manufacturer's recommendations for preparation and installation.
8. Grout the shear connector blockouts and deck haunches using non-shrink grout. Place non-shrink grout in the deck haunches and shear stud blockouts in a continuous operation within a panel. Do not allow voids in the grout for the girder camber strips and shear stud blockouts.
9. Do not cast barriers or sidewalks or allow live loads (other than workers) onto the precast concrete deck panels until the structural non-shrink grout in the shear connector blockouts and the girder camber strips has reached a strength of 500 psi based on manufacturer's published data.
10. Fill all surface voids with non-shrink grout including lifting device blockouts and grout ports.
11. Cure structural non-shrink grout per manufacturer's recommendation.
12. Finish grout flush or a maximum of 1/8 inch above adjacent panels.
13. Correct blockout and void profiles in excess of 1/8 inch higher than the adjacent panel through surface grinding.

Method of Measurement:

Payment for all work done under this item will be made on a lump sum basis and will not be measured for payment

Basis of Payment: This work shall be paid for at the contract lump sum for "Precast Concrete Deck," complete in place, which price shall include all materials, concrete and reinforcement, fabrication, surface preparation, furnishing, storing, delivery, erection/installation, leveling, grouting of shear connector pockets and haunches, temporary bracket supports, post tensioning, and associated grouting, pre-caster's technical representative and quality control tests, preparation of shop/working drawings and any necessary work as well as all materials, equipment, tools, labor incidental to this work.

The installation of shear connectors in the pockets is not included for payment under this item.

Pay Item	Pay Unit
Precast Concrete Deck	LS

ITEM #0601248A

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.

Materials:

Adhesive Bonding Compound: The adhesive bonding material shall be a resin compound specially formulated to anchor the dowels in holes drilled into concrete. The adhesive bonding materials shall be selected from the Connecticut Department of Transportation Qualified Products List.

Materials Certificate and a Certified Test Report shall be required for the adhesive bonding material in accordance with Article 1.06.07, certifying the conformance of this material to the requirements stated herein.

Construction Methods:

The Contractor shall drill holes into the concrete to the depth and at the locations shown on the plans.

Dowel installation shall be in conformance with Article 6.02.03.

The Contractor shall submit the following to the Engineer for approval: type of drill, diameter of bit, method of cleaning holes and methods of replacement of the adhesive bonding material. Specifications and recommendations for the aforementioned may be obtained from the manufacturer of the adhesive bonding material. The mass of the drill shall not exceed 20 lbs.

If the existing reinforcing steel is encountered during drilling, the holes may be relocated only if approved by the Engineer.

Drillings methods shall not cause spalling, cracking, or other damage to the concrete. Those areas damaged by the Contractor shall be repaired by the Contractor in a manner suitable to the Engineer and at no expense to the State.

The Contractor shall take necessary precautions to prevent any materials from falling onto areas below.

Method of Measurement:

This work will be measured for payment by the completed number of holes drilled and dowels grouted, and accepted.

Basis of Payment:

This work will be paid for at the contract unit price per dowel for “Drilling Holes and Grouting Dowels”, which price shall include drilling holes, preparing holes, applying adhesive bonding material, and installation of the dowels. It shall also include all material, excluding dowels, and all equipment, tools and labor incidental thereto. Dowel Bars shall be paid under Deformed Steel Bars (Epoxy Coated).

Pay Item
Drilling Holes and Grouting Dowels

Pay Unit
EA.

ITEM #0603222A – DISPOSAL OF LEAD DEBRIS FROM ABRASIVE BLAST CLEANING

Description:

Work under this item shall include the handling, loading, packing, storage, transportation and final off-site disposal of hazardous lead debris which has been generated in conjunction with work conducted under Item 0020905A – Lead Compliance For Abrasive Blast Cleaning and Miscellaneous Tasks.

The Engineer previously analyzed a representative sample of the lead debris prior to generation and found leachable lead above RCRA-hazardous levels. A summation of the analytical results is included here:

<u>Bridge No.</u>	<u>TCLP Results</u>
Bridge No. 00255 - Paint associated with the structural steel/metal bridge components	570 mg/l

The Contractor shall comply with the latest requirements of the USEPA RCRA Hazardous Waste Regulations 40 CFR 260-274 and the DEEP Hazardous 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	Clean Harbors - Spring Grove Facility 4879 Spring Grove Ave., Cincinnati, OH 45232 Phone: (513) 681-6242; Fax: (513) 681-0869
Triumvirate (EnviroSafe Corporation Northeast) (Jones Environmental Services (NE), Inc.) 263 Howard Street, Lowell, MA 01852	Environmental Quality US Ecology Detroit, Inc. 1923 Frederick Street, Detroit, MI 48211 Phone: (800) 495-6059; Fax: (313) 923-3375

Stericycle (Republic Environmental Systems) 2869 Sandstone Drive, Hatfield, PA 19440 Phone: (215) 822-8995; Fax: (215) 997-1293	Stericycle (Northland Environmental, Inc.) (PSC Environmental Systems) 275 Allens Avenue, Providence, RI 02905 Phone: (401) 781-6340; Fax: (401) 781-9710
Environmental Quality Company: Wayne Disposal Facility 49350 North I-94 Service Drive Belleville, MI 48111 Phone: (800) 592-5489; Fax: (800) 592-5329	ACV Enviro (Cycle Chem) 217 South First Street, Elizabeth, NJ 07206 Phone: (908) 354-0210; Fax: (908) 355-0562
Envirite of PA (US Ecology) 730 Vogelsong Road, York, PA 17404 Phone: (717) 846-1900; Fax: (717) 854-6757	Stablex, Canada, Inc. 760 Industrial Blvd. Blainville, Quebec J7C3V4 Phone: (451) 430-9230; Fax: (451) 430-4642

Construction Methods:

A. Submittals

The Contractor shall submit in writing, (1) a letter listing the names of the hazardous waste disposal facilities (from the above list) that the Contractor will use to receive hazardous material from this Project, and (2) a copy of each facility's acceptance criteria and sampling frequency requirements.

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.

B. EPA ID Number:

Prior to the generation of any hazardous waste on a contiguous per site basis, 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. Temporary EPA ID numbers are good for six months from the date they are issued and can be extended once, for a maximum of six months and can't be used for longer than one year. The Contractor will be responsible for notifying the Engineer when an extension is needed. Any changes in transporter or facility shall be immediately forwarded to the Engineer for review.

C. General:

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, abrasive blast residue, rust 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.

All storage containers (roll offs or drums) shall have a protective liner and removable lid. These containers shall not have any indentations or damage that would allow seepage of the contained material.

If 55 gallon barrels are used, staging is required: 55 gallon barrels shall be stored together in two rows of five. The Contractor shall maintain a minimum lane clearance of 36 inches between each (barrel lot of ten).

The Contractor shall maintain a secure storage site, which shall be large enough to handle all debris. The Contractor shall store debris only in the secured storage site. All lead debris shall be conveyed to the secured storage site at the conclusion of the work shift. The Contractor shall account for all debris conveyed to the secured storage site and all debris transported from the project for disposal.

The secure storage site shall consist of an 8-ft. high fenced-in area with a padlocked entrance. Storage containers shall not be used on the project until and unless they have been reviewed and approved by the Engineer. Storage containers and sites shall be located so as not to cause any traffic hazard. Container storage sites shall be in areas that are properly drained and runoff water shall not be allowed to pool and shall be out of the 100-year flood plain. The containers shall be placed on pallets or other approved material and not directly on the ground.

Storage containers shall be closed and covered with a waterproof tarpaulin at all times except during placement, sampling and disposal of debris.

The Engineer previously analyzed a representative sample of the lead debris prior to generation and found leachable lead above RCRA-hazardous levels. A copy of the analytical results can be supplied to the Contractor at the time of waste disposal upon request.

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, non-RCRA lead waste under Item 0020905A.

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.

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 containers with a 6-inch square, yellow, weatherproof, Hazardous Waste sticker in accordance with USDOT regulations.

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.

D. Material Transportation

Materials determined to be hazardous shall be transported in compliance with the applicable federal/state regulations. Transport vehicles shall have a protective liner and removable lid, shall not have any indentations or damage and must be free from leaks, and discharge openings must be securely closed during transportation.

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 Contractors 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.

D. Equipment Decontamination:

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

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle Hazardous Materials. Decontamination shall be conducted at an area designated by the Engineer and shall be required prior to equipment and supplies leaving the Project, between stages of the work.

The Contractor shall use dry decontamination procedures. Residuals from dry decontamination activities shall be collected and managed as Hazardous Materials. If the results from dry methods are unsatisfactory to the Engineer, the Contractor shall modify decontamination procedures as required.

The Contractor shall be responsible for the collection and treatment/recycling/disposal of any liquid wastes that may be generated by its decontamination activities in accordance with applicable regulations.

E. Project Closeout Documents:

The Contractor shall provide the Engineer, within 30 days of completion of the work, a compliance package; which shall include, but not be limited to, the following:

1. Copies of completed Hazardous Waste Manifests (signed by authorized disposal facility representative)
2. Completed Waste Shipment Records/Bills of Lading (signed by authorized disposal facility representative)
3. Completed Weigh Bills (indicating each loads net weight).

Method of Measurement:

The work of “DISPOSAL OF LEAD DEBRIS FROM ABRASIVE BLAST CLEANING” shall be measured for payment as the actual net weight in tons delivered to the treatment/disposal facility. Such determinations shall be made by measuring each hauling vehicle on the permanent scales at the treatment/disposal facility. Total weight shall be the summation of weigh bills issued by the facility specific to this project and waste stream.

The disposal of any lead painted debris, originally anticipated to be hazardous, but determined by characterization sampling not to contain hazardous concentrations of lead will not be measured for payment under this Item. Disposal of these materials will be handled in accordance with the provisions of Item 0020905A.

The collection and treatment/disposal of materials and liquids generated during equipment decontamination activities and cleaning/disposal of personal protective equipment (PPE) shall be considered incidental to work under this Item and will not be measured for separate payment. Materials incidental to the construction, which become contaminated due to the lead debris removal, such as but not limited to, gloves, coveralls, tarps and filters shall be disposed of in accordance with this specification. These incidental materials shall be kept separate from the debris. These materials will not be measured for payment, but will be included in the general cost of the work.

Basis of Payment:

This work shall be paid for at the contract unit price per ton, which shall include the processing, loading, storage (including containers) and transportation of said materials from the temporary storage area to the final to the treatment/disposal facility; the treatment/disposal or recycling of said materials; the preparation of all related paperwork including manifests; fees; and all equipment, materials, tools, labor and work incidental to loading, transporting, treating/recycling and disposal of materials.

No separate payment shall be made under this Item for the on-site processing, transportation and treatment/disposal of materials not found to be hazardous based upon characterization sampling results.

No separate payment shall be made for the disposal of wastes generated in conjunction with equipment decontamination or the disposal of personal protective equipment (PPE). The cost of such disposal shall be considered incidental to the work under this Item.

Final payment will not be approved until completed copies of all Manifest(s) and Bills of Lading signed by an authorized disposal facility representative and all associated weight bills indicating each loads net weight have been provided to the Engineer. Once completed and facility-signed copies of all Manifest(s), Bills of Lading and associated weigh bills have been received in their entirety, the Engineer will review and approve the release of final payment to the Contractor.

<u>Pay Item</u>	<u>Pay Unit</u>
Disposal of Lead Debris from Abrasive Blast Cleaning	Ton

ITEM #0603255A - LOCALIZED PAINT REMOVAL

Description:

Work under this item consists of the removal, containment, and collection of existing paint from localized areas of steel structures where the Contractor is required to use flame-cutting, arc gouging, or welding to accomplish other work items in the contract. The paint removal is required because of the possible presence of hazardous paint (e.g., containing lead or other hazardous metals). The paint removal is required to comply with OSHA and DEEP regulations. Additional information on hazardous paint removal and definitions of the terms used within this special provision may be obtained from the latest edition of the "SSPC-GUIDE 6 Guide for Containing Debris Generated During Paint Removal Operations" (SSPC Guide 6).

Construction Methods:

All Contractor activities associated with the work described and specified herein shall be conducted in accordance with all applicable Federal, State of Connecticut and local safety regulations and guidelines. In addition, the firm removing the paint must meet the requirements set forth in Section 4 of "SSPC Qualification Procedure No. QP4 Standard Procedure for Evaluating the Qualifications of Contractors Disturbing Hazardous Paint During Demolition and Repair Work."

1 - Locations of Paint Removal: Prior to applying the heat of welding equipment to localized areas of steel superstructures, grinding of welds, or drilling splice bolt holes, the existing paint shall be removed to a minimum of 6" from wherever the heat, grinding or drilling will be applied, or as directed by the Engineer. The locations of the paint removal shall be reviewed and accepted by the Engineer prior to commencement of the work. Such acceptance by the Engineer does not relieve the Contractor of his responsibility for complying with applicable OSHA and DEEP regulations.

2 - Containment of Paint Debris: A containment enclosure or enclosures shall be erected to collect the paint debris. This containment enclosure shall be designed and erected to contain, as well as facilitate the collection of debris from the paint removal operations. The containment enclosure shall conform to the requirements found within the SSPC Guide 6. The class of the containment enclosure shall be a minimum of Class 3P or Class 3C depending upon the method of removal, modified to include paragraphs A) through E).

- A) The containment materials shall be air and water impenetrable and fire resistant.
- B) With the exception of the entryways, all seams in the containment enclosure shall be lapped a minimum of two (2) feet and shall be tied off at intervals not to exceed twelve (12) inches.
- C) All attachments to bridge parapets and/or the underside of the bridge deck shall be sealed to prevent the escape of dust and debris

- D) The area between beams under the bridge deck shall be sealed to prevent the escape of dust and debris.
- E) Drawings and details of the containment enclosure shall be submitted to the Engineer for review prior to any paint removal. Review of the containment enclosure by the Engineer shall in no way relieve the Contractor of his responsibility for the containment enclosure.

3 - Methods of Paint Removal: Where required, the existing paint shall be removed to bare metal. Cleaning by the use of power tools shall be in accordance with the method described in "SSPC-SP11 Power Tool Cleaning to Bare Metal".

Abrasive blast cleaning techniques are not feasible or applicable under this item.

4 - Storage of Collected Debris: All of the debris resulting from the paint removal operations shall be contained and collected. Debris within containment enclosures shall be removed by vacuum collection prior to disassembly of the enclosures. The debris, rust, and paint chips shall be stored in leak proof storage containers (roll offs or drums) at the project site, as outlined in Debris storage shall be in accordance with Connecticut Hazardous Waste Management Regulations. 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.

The Contractor shall report any cracks in the structural steel to the Engineer so that the cracks may be examined by the Office of Bridge Safety and Evaluation.

The Contractor shall notify the Engineer when section loss is observed during the cleaning of structural steel. Significant section loss shall be noted and measured by the Engineer, who shall promptly notify the Office of Bridge Safety and Evaluation.

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

Method of Measurement:

This work will be measured for payment by the actual number of square feet of steel from which paint is removed from locations accepted by the Engineer.

Basis of Payment:

This work will be paid for at the unit price per square foot for "Localized Paint Removal", complete in place, which price shall include all materials, containment enclosure, equipment, tools, labor, and work incidental for the removal of the existing paint.

06-27-18

Storage containers and disposal of collected paint debris and chemical stripper residue shall be paid for under "Item #0603253A – Disposal of Lead Debris."

Pay Item

Localized Paint Removal

Pay Unit

S.F.

ITEM #0603563A - CLASS 1 CONTAINMENT AND COLLECTION OF SURFACE PREPARATION DEBRIS (SITE NO. 1)

Description: Work under this item shall consist of furnishing and erecting SSPC Guide 6 Class 1 containment enclosures with negative air pressure as required to contain and collect debris resulting from the removal of coatings in the preparation of steel surfaces for painting. Also included are the vacuum collection and the storage of debris in suitable containers.

The containment and collection of debris shall be done in strict conformance with current Federal Environmental Protection Agency (EPA) and Connecticut Department of Energy and Environmental Protection (DEEP) regulations.

Materials: Materials and equipment shall be of satisfactory quality to perform the work and shall not be used on the Project until and unless they have been reviewed and approved by the Engineer.

Rigid walls for the containment enclosure shall be comprised of plywood panels or corrugated panels of steel, aluminum or reinforced fiberglass. Flexible containment walls constructed of fire retardant tarpaulin material shall be impermeable to air and water.

Fifty-Five (55) gallon barrels with resealable lids, or lined storage containers sized for the job shall be leakproof; shall conform to the Code of Federal Regulations Title 49, Chapter 1, Paragraph 173.510A (1), (5), and Paragraph 178.118; and shall not be used on the Project until and unless they have been reviewed and approved by the Engineer.

In meeting the requirements of these specifications, the Contractor shall supply portable battery-operated manometers with a pressure range of -1.00 to 10.00 in increments of 0.01 inches of water and a velocity range of 50 to 9990 feet per minute; and one or more portable lightmeters with a scale of 0.0-50.0-foot candles.

Construction Methods: The Contractor shall proceed with one of the following containment methods:

- A. Containment enclosure with a suspended platform, or
- B. Containment enclosure without a suspended platform.

A. Containment enclosures with a suspended platform:

At least two (2) months prior to any abrasive blast cleaning activities, the Contractor shall submit to the Department ten (10) complete copies of detailed working drawings and calculations prepared and stamped by a Professional Engineer (Mechanical and Civil) licensed in Connecticut, which drawings shall detail as described below, the proposed methods for such activities. The Contractor shall not commence with containment enclosure erection and abrasive blast cleaning until and unless the working drawings have been reviewed and approved by the Engineer and shall proceed with such work only within approved containment enclosures.

The working drawings shall include the following:

1. A construction plan and drawings detailing proposed coating removal operations, abrasive debris classification and separation, removal and transport of waste to a secure storage site.
2. A plan and drawings detailing the proposed containment enclosure, including details of the following:
 - A. Rigid, solid floor or platform.
 - B. Containment walls with rigid and flexible materials.
 - C. Rigid supports and bracing for the floor and wall panels, rigid or flexible supports and bracing for flexible walls.
 - D. Calculations including localized overstress conditions, member stresses, H.S. load rating and maximum dead and live load imposed on the bridge by the containment enclosure, grit blasting/recycling equipment and HVAC equipment.
 - E. Maximum allowable load for the floor/platform.
 - F. Wind load and wind stresses imposed on the bridge by the containment enclosure shall be calculated and submitted.
 - G. Airflow and air re-circulation within the enclosure including a minimum negative pressure of 0.03 in. of water column (W.C.) relative to external ambient air and calculations. Airflow shall meet the SSPC Guide 6 requirements of 100 ft/min cross draft and 50 ft/min downdraft and the OSHA Ventilation Standards. The maximum cross-sectional area for airflow within the enclosure shall be 400 square feet.
 - H. Connections to the bridge, i.e., clamps, rollers. (Note: Welding and bolting is not allowed.) Each connection to the bridge shall have a tension load cell attached. A multi-channel digital load indicator shall be connected to all the bridge connection load cells and located in an area accessible to the Engineer. The load indicator shall be capable of storing peak load readings.
 - I. Auxiliary stationary source lighting.
 - J. Dust collection and filtration equipment, including the equipment data sheets and airflow capacity.
 - K. Air intake points including filters, louvers, baffles, etc.
 - L. Entrance/Exit compartment completely sealed with airlocks.
 - M. Location of equipment and impact on traffic.
 - N. Elevation view of the containment enclosure with indications of any encroachments on the surroundings. The bridge vertical clearance shall be maintained throughout the project.

NOTE: The structure loading for containment design shall be in accordance with AASHTO using HS-20 loads. The allowable overstress for all conditions shall not exceed 20%.

B. Containment enclosures without a suspended platform:

At least two (2) months prior to any abrasive blast cleaning activities, the Contractor shall submit to the Department ten (10) complete copies of detailed working drawings and calculations prepared and stamped by a Professional Engineer (Mechanical and Civil) licensed in Connecticut, which drawings shall detail, as described below, the proposed methods for such activities. The Contractor shall not commence with containment enclosure erection and abrasive blast cleaning until and unless the working drawings have been reviewed and approved by the Engineer and shall proceed with such work only within approved containment enclosures.

The working drawings shall include the following:

1. A construction plan and drawings detailing proposed coating removal operations, abrasive debris classification and separation, removal and transport of waste to a secure storage site.
2. A plan and drawings detailing the proposed containment enclosure, including details of the following:
 - A. Containment walls with rigid and flexible materials.
 - B. Rigid supports and bracing for the floor and wall panels, rigid or flexible supports and bracing for flexible walls.
 - C. Airflow and air re-circulation within the enclosure including a minimum negative pressure of 0.03 in of water column (W.C.) relative to external ambient air and calculations. Airflow shall meet the SSPC Guide 6 requirements of 100 ft/min cross draft and 50 ft/min downdraft and the OSHA Ventilation Standards. The maximum cross-sectional area for airflow within the enclosure shall be 400 square feet.
 - D. Connections to the bridge, i.e., clamps, rollers. (Note: Welding and bolting is not allowed.)
 - E. Auxiliary stationary source lighting.
 - F. Dust collection and filtration equipment, including the equipment data sheets and airflow capacity.
 - G. Air intake points including filters, louvers, baffles, etc.
 - H. Entrance/Exit compartment completely sealed with airlocks.
 - I. Location of equipment and impact on traffic.
 - J. Elevation view of the containment enclosure with indications of any encroachments on the surroundings. The bridge vertical clearance shall be maintained throughout the project.

In addition, if the bridge vertical clearance is greater than 30 feet, the wind load and wind stresses imposed on the bridge by the containment enclosure shall be calculated and submitted.

Reference information on enclosures can be obtained from the following sources:

- SSPC Guide 6
- Steel Structures Painting Manual, Volume 1
- NCHRP Report 265

The containment enclosure shall be sealed across the bridge deck underside between the girders with a rigid material. The floor shall be covered with a waterproof tarpaulin attached and sealed to the enclosure wall and floor around the entire enclosure perimeter. All edges of tarpaulins shall have a 2-foot flap that clamps over the connected edges around the entire perimeter. These flaps shall be completely fastened 12 in on center for both edges and sealed completely with the tarpaulin manufacturer's recommended tape and caulk.

All equipment placement and work shall be in strict conformance with the Contract special provisions "Prosecution and Progress" and "Maintenance and Protection of Traffic." The Contractor shall perform all work in accordance with the requirements of any permits for this Project.

During abrasive blast cleaning, if the containment enclosure is allowing debris to escape, the Contractor shall immediately stop such work until the enclosure is repaired. Any debris released from the enclosure shall be cleaned up by the Contractor immediately.

The containment enclosure shall be disassembled if the wind velocity is greater than 40 miles per hour if it is forecast to be higher or when directed by the Engineer. However, if the wind velocity is below 40 MPH, but high enough to cause the containment enclosure to billow and emit dust, the Contractor shall immediately cease abrasive blast cleaning and, after cleaning up all the debris, disassemble the enclosure.

All debris resulting from surface preparation shall be contained and vacuum collected daily or more frequently as directed by the Engineer, due to debris buildup. Such debris, abrasive blast residue and paint chips removed by hand or power tool cleaning, shall be stored in leakproof storage containers in the secured storage site, or as directed by the Engineer. Debris storage shall be in accordance with Connecticut Hazardous Waste Management Regulations.

If 55-gallon barrels are used, staging is required: 55-gallon barrels shall be stored together in 2 rows of 5. The Contractor shall maintain a minimum lane clearance of 36 inches between each lot (10 barrels per lot).

The Contractor shall maintain a secure storage site, which shall be large enough to handle all coating debris that is collected and stored on the Project Site at any time. The Contractor shall store coating debris only in the secured storage site. During abrasive blast cleaning operations, all surface preparation debris shall be vacuum collected from the containment enclosure and removed to the abrasive recycling reclaimer unit, and the coating debris shall be conveyed to the secured storage site at the conclusion of the work shift. The Contractor shall account for all coating debris conveyed to the secured storage site and all coating debris transported from the Project to the hazardous waste treatment/disposal facility. The Contractor is responsible for the proper handling of the surface preparation debris and coating debris. All spillage shall be cleaned up immediately.

The secure storage site shall consist of an 8-ft high fenced-in area with a padlocked entrance. Storage containers shall not be used on the Project until and unless they have been reviewed and approved by the Engineer. Storage containers and sites shall be located so as not to cause any traffic hazard. Container storage sites shall be in areas that are properly drained and runoff water shall not be allowed to pond. The containers shall be placed on pallets or other approved material and not directly on the ground.

Storage containers shall be closed and covered with a waterproof tarpaulin at all times except during placement, sampling, and disposal of the debris.

The Contractor shall furnish the inspector with two (2) new portable battery-operated manometers and light meters, per containment enclosure. Negative pressure verification with the portable manometers shall be done by the Engineer before and during abrasive blast cleaning and during

vacuum collection of all surface preparation debris. The supplied instruments will become the property of the State upon Project completion.

Light at the steel surface within the enclosure shall be maintained by the Contractor at a minimum of 50 foot-candles as measured by a light meter. Such lighting shall be maintained throughout the surface preparation, painting, and inspection activities.

Equipment noise in excess of 90 decibels as measured at the closest residential, commercial or recreational areas, shall be lowered by the Contractor to a maximum of 90 decibels by the use of mufflers or other equipment approved by the Engineer prior to its use for this purpose.

Any air exhausted from the containment enclosure, abrasive-recycling equipment or vacuum equipment shall be passed through a filtering system. The Contractor is responsible for the design, effectiveness and maintenance of this filtering system. No discharge of debris dust shall be allowed.

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

Method of Measurement: Work under this item will not be measured for payment but will be paid for at the Contract lump sum price for each site. A site shall consist of an entire bridge structure, unless otherwise noted on the plans.

Basis of Payment: This work will be paid for at the Contract lump sum price for "Class 1 Containment and Collection of Surface Preparation Debris (Site No. X)," at the site designated. The price shall include all materials, equipment, tools, labor and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Class 1 Containment and Collection of Surface Preparation Debris (Site No. 1)	l.s.

ITEM #0603768A – STRUCTURAL STEEL

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

Description: The following is added to Article 6.03.01:

Work under this item shall consist of removing existing deteriorated structural steel and furnishing, fabricating, transporting, storing, handling and installing new structural steel repair plates, angles, and channels for the purpose of strengthening ends of beam webs, beam flanges and replacing support members as shown on the plans, as directed by the Engineer and in accordance with these specifications.

Materials: Delete the entire article and add the following to Article 6.03.02:

The materials for this work shall meet the requirements of Section M.06.02.

Materials for this work shall be stored off the ground before, during after fabrication. It shall be kept free from dirt, grease and other contaminants and shall be reasonably protected from corrosion.

The epoxy-based filler material shall be Steel-Seam FT910 as manufactured by Sherwin-Williams, or Engineer approved equivalent product.

Construction Methods: The following is added to Article 6.03.03:

- 5. Removal of Deteriorated Steel and Installation of Repair Steel:** Wherever arc gouging, flame cutting, or welding will be used, existing lead paint must first be removed. All steel repair shall be performed after the existing paint is removed. The removal of paint shall be performed per the requirements of item "Abrasive Blast Cleaning and Field Painting of Structure".

Existing deteriorated steel shall be cut out and removed in accordance with the plans and as ordered by the Engineer. Existing welds shall be removed by machining, grinding, chipping, or air carbon-arc gouging and in such a manner that the remaining base metal is not wicked or undercut. A minimum of 1/8" of weld metal shall be left in place if arc gouging is the selected removal method and the remaining weld metal shall be removed by grinding. Welders who perform arc gouging shall be SMAW certified.

Plates shall be installed as shown on the plans and any match marks shall be followed. The plates shall be carefully handled so they will not be bent or otherwise damaged.

Hammering which will injure or distort new or existing members is not permitted. All surfaces to remain in permanent contact shall be cleaned before the final welding.

The Contractor shall provide the Engineer access to the deteriorated beam end locations and to the portions of the girders that have previous damage from impact or collision as noted in the plans, for the purpose of inspection whenever so requested. Contractor shall grind all gouges found on existing steel flanges and cover plates from previous impact or collision damage as noted in the plans. Prior to performing corrective work to straighten and rehabilitate the steel member, the Contractor shall submit to the Engineer for approval, his procedure for grinding and straightening existing steel. No corrective work shall begin until the Contractor’s procedure to rehabilitate the steel has been approved by the Engineer.

Method of Measurement: Delete the entire article and add the following to Article 6.03.04:

This work will be measured for payment at the contract unit price per pound of new steel complete and accepted in place.

The weight of the structural steel to be measured for payment under this item shall be computed on the basis of the net finished dimensions of the plates based on measurements taken by the Engineer. The weight of weld metal and temporary erection bolts, boxes, crates, and other containers used for shipping, materials used for supporting members during transportation and erection, and weld metal shall not be measured for payment.

There shall be no measurement or separate payment for the cost of removing lead paint and for grinding copes, gouges and cuts.

Basis of Payment: Delete the entire article and add the following to Article 6.03.05:

The structural steel, incorporated in the completed and accepted structure, will be paid for at the contract unit price per pound for "Structural Steel."

Payment shall be for structural steel, complete in place, which price shall include removing deteriorated steel, grinding copes, gouges and cuts and straightening of steel, fabricating, furnishing, transporting, storing, erecting and installing the new repair plates, bolts with compatible nuts and washers, all welding and weld inspection, and all other materials, equipment, tools, labor and work incidental thereto.

The final cleaning and application of paint on new steel plates added as a result of the steel repair shall be paid for under the item “Abrasive Blast Cleaning and Field Painting of Structure”

Pay Item

Structural Steel

Pay Unit

lb.

ITEM #0603923A - ABRASIVE BLAST CLEANING AND FIELD PAINTING OF STRUCTURE (SITE NO. 1)

Description: Work under this item shall consist of surface preparation and field painting of the steel components of structures as shown on the plans and as directed by the Engineer.

All structural steel, except those specific components listed below or on the plans, shall be abrasive blast cleaned and painted with a 3-coat system.

Components to be painted are as shown on the plans and may include but not be limited to the following: beams and girders, diaphragms and cross frames, steel bearings, the inside surfaces of box girders, scuppers, drainage pipes and troughs, State-owned utility conduits, structural steel utility supports, non-galvanized structure mounted sign supports, steel grid decks, and all other metal components that are an integral part of the bridge system.

Privately-owned utilities, bridge rails, stay-in-place forms, fences, elastomeric bearing pads and bronze components shall be protected from damage by surface preparation and painting operations and shall not be painted.

Tabulated data for the structure(s), including the Federal Standard 595 Color Number for the top coat, are listed in tables on the plans. The estimated surface area of structural steel to be painted on each structure is given as a guide only, and is not guaranteed to be accurate. Bidders shall examine the listed structures and shall make their own determinations as to the work involved and conditions to be encountered.

Submittals: A minimum of 20 calendar days before starting any surface preparation and coating application work, the painting firm shall submit the following to the Engineer for acceptance:

1. A copy of the firm's written Quality Control Program used to control the quality of surface preparation and coating application including, but not limited to, ambient conditions, surface cleanliness and profile, coating mixing, dry film thickness, and final film continuity.
2. A copy of the firm's written surface preparation and application procedures. This written program must contain a description of the equipment that will be used for removal of laminar and stratified rust, for surface preparation, including the remediation of soluble salts, and for paint mixing and application, including stripe coating. Coating repair procedures shall be included.
3. The qualifications, references and documentation of the personnel managing and performing the Quality Control Program, including a detailed description of the firm's enforcement procedures and the authority of personnel.
4. Containment plans (paint removal/collection of debris, surface preparation, coating applications with heat)
5. If the application of heat is proposed for coating application purposes, provide information on the heat containment and procedures that will be used, with data sheets for the equipment.

Note: If heat is used for coating operations, the heat and containment must be maintained to provide the required temperatures for the duration of the cure period.

6. Proof of SSPC-QP1 qualifications, CAS-certification(s) and QP2 qualifications, as applicable.
7. Proof that the finish coat complies with the color and gloss retention performance criteria of SSPC Paint 36, Level 3, for accelerated weathering.
8. Coating product information, including coating manufacturer, product name, application instructions, technical data, MSDS and color chips.
9. Abrasive product information, including abrasive manufacturer, product name, technical data, and MSDS.
10. Touch-up and repair procedures, including methods and materials.

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

Materials: The materials for the coating system for this work shall meet the requirements of Section M07.02 and the following:

The coating system shall be a **3-coat system** selected by the Contractor and accepted by the Engineer. The system shall be on the [NEPCOAT](#) Qualified Products List A (Inorganic Zinc Rich Primer / Epoxy or Urethane Intermediate / Aliphatic Urethane Finish) or List B (Organic Zinc Rich Primer / Epoxy or Urethane Intermediate / Aliphatic Urethane Finish) for Protective Coatings for New and 100% Bare Existing Steel for Bridges.

All materials for the complete coating system shall be furnished by the same coating material manufacturer with no subcontracted manufacturing allowed. Intermixing of materials within and between coating systems will not be permitted. Thinning of paint shall conform to the manufacturer's written recommendations. All components of the coating system and the mixed paint shall comply with the Volatile Organic Compounds (VOC) Content Limits and Emission Standards stated in the Connecticut Department of Energy and Environmental Protection's Administration Regulation for the Abatement of Air Pollution, Sections 22a-174-41 through 41a and 22a-174-20(s), respectively.

The top coat shall meet the color and gloss retention performance criteria of SSPC Paint 36, Level 3, for accelerated weathering. After 2000 hours of accelerated weathering in accordance with ASTM D4587, the color change (ASTM D 2244) shall be less than 2.0 ΔE^* with a loss of gloss (ASTM D 523) less than 30. With the submittals, the Contractor shall provide the Engineer with proof that the finish coat complies with the above criteria.

The abrasive media for blast cleaning shall be recyclable steel grit.

Control of Materials: A Materials Certificate will be required for the selected paint system in accordance with Article 1.06.07, confirming the conformance of the paint to the requirements set forth in these specifications.

Note: If any of the above or following stipulated Contract specifications differ from those of the manufacturer's recommended procedures or ranges, the more restrictive of the requirements shall be adhered to unless directed by the Engineer in writing.

Construction Methods:

Contractor - Subcontractor Qualifications:

Contractors and subcontractors doing this work are required to be certified by the SSPC Painting Contractor Certification Program (PCCP) to QP-1 entitled "Standard Procedure for Evaluating Qualifications of Painting Contractors: Field Application to Complex Structures." When the work involves the disturbance of lead-containing paint, the Contractor and subcontractor are also required to be certified to SSPC QP-2 "Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint."

Contractors and subcontractors are required to have at least one (1) **Coating Application Specialist (CAS) (SSPC ACS/NACE No. 13)**-certified (Level II-Interim Status-Minimal) craft-worker. CAS-certified (Level II-Interim Status-Minimal) craft-worker(s) are required for all crews/craft-workers up to four (4) crew members. For each crew larger than four (4), an additional CAS-certified (Level II-Interim Status-Minimal) craft-worker shall be present on each painting/blasting crew during blast cleaning and spray application (Atmospheric and Immersion Service) operations. A crew-member is a person who is on the job performing hand-held nozzle blast cleaning and/or spray application of protective coatings on a steel structure. The certification(s) must be kept current for the duration of the Project work. If a Contractor's, subcontractor's or any craft-worker's certification expires, the firm will not be allowed to do any work on this item until the certification is reissued.

Requests for extension of time for any delay to the completion of the Project due to an inactive certification will not be considered, and liquidated damages will apply. In addition, if any recoat times are exceeded, the affected areas shall be abrasive blast cleaned to SSPC-SP 10 and coatings reapplied in accordance with these specifications at no additional cost to the State. At the option of the Engineer, if such a delay will adversely impact the successful and timely completion of the Project, the Department may require the Contractor to engage another SSPC-certified firm to do the painting work at the Contractor's expense.

Quality Control Inspections: The Contractor shall perform first line, in-process Quality Control (QC) inspections. The Contractor shall implement a Quality Control Program accepted by the Engineer, including written daily reports, that ensures that the work accomplished complies with

these specifications. Copies of these reports shall be provided daily to the Engineer. Contractor QC inspections shall include, but not be limited to the following:

- Suitability of protective coverings and containments
- Ambient conditions
- Surface preparation (solvent cleaning, hand/power tool or abrasive blast cleaning)
- Coating application (mixing, thinning, and wet/dry film thickness)
- Recoat times and cleanliness between coats
- Coating continuity (freedom from runs, sags, overspray, dryspray, pinholes, shadow-through, skips, misses)
- Final film acceptance

The personnel managing and performing the quality control program shall be NACE Certified Coating Inspector(s) (successfully completed Sessions I, II, III and Peer Review) or shall provide evidence of successful inspection of 3 projects of similar size and scope that have been completed in the last 2 years. References shall include the name, address, and telephone number of a contact person employed by the bridge owner. The personnel performing the quality control tests shall be trained in the use of the quality control instruments. Documentation of training shall be provided. These personnel shall not perform surface preparation and painting.

Test Equipment and Materials: The Contractor shall furnish the following new test equipment and materials for use by the QC Inspector:

1. Two (2) PTC Surface Temperature Thermometers
2. Psychron 566 Psychrometer (Battery Operated) with two (2) sets of batteries or a Bacharach Sling Psychrometer
3. U.S. Weather Bureau Psychrometric Tables
4. Hypodermic Needle Pressure Gage for nozzle pressure tests.
5. SSPC Visual Standards VIS 1, VIS 3, and/or VIS 4, as applicable.
6. Testex Spring Micrometer
7. Testex Press-O-Film Replica Tape, one (1) roll, 100 pieces each, of coarse and extra-coarse per bridge span, or as specified by the Engineer.
8. Wet film thickness gage
9. PosiTest, Mikrotest or Elcometer Dry Film Thickness Gauge (FM)
10. SSPC Type 2 Dry Film Thickness Gauge per PA2
11. NIST (NBS) Calibration Standards Range: 0 – 39 mils

Quality Assurance Inspections: The Engineer may conduct Quality Assurance (QA) observations of any or all phases of the work. The presence or activity of Engineer inspections in no way relieves the Contractor of the responsibility to provide all necessary daily Quality Control inspections of its own and to comply with all requirements of this Specification.

The Contractor shall facilitate the Engineer's inspections as required, including allowing ample time for the inspections and providing suitable lighting (50 foot candles minimum at the surface as defined later in this specification). The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit inspection and close observation of all surfaces to be

cleaned and painted. This equipment shall be provided during all phases of the work. The Contractor shall notify the Engineer in advance of plans to remove staging used in cleaning and painting operations in order to allow for inspection. The QA inspection will be performed with the QA inspector's equipment when verifying the Contractor's test results in the field.

Safety: All Contractor activities associated with the coating work described and specified herein shall be conducted in accordance with all applicable Federal (OSHA) and State of Connecticut safety regulations, and SSPC-PA Guide 3 entitled "A Guide to Safety in Paint Application."

Ambient Conditions: Surface preparation and coating application work shall only be done inside a containment enclosure as specified herein. Surface preparation or coating work shall be performed inside the containment enclosure meeting the following: :

- The relative humidity is at or below 90%.
- The substrate is not damp, or covered by frost or ice.
- The surface temperature and air temperature are between 50°F and 100°F.
- The surface temperatures of the steel and air are more than 5°F above the dew point temperature, as determined by a surface temperature thermometer and electric or sling psychrometer.

If the requirements of the coating manufacturer differ from the ranges provided above, comply with the most restrictive requirements unless directed otherwise by the Engineer in writing.

Protective Coverings: The Contractor shall protect property, pedestrians, vehicular, and other traffic upon, underneath, or near the bridge, and all portions of the bridge superstructure and substructure against abrasive blast cleaning damage or disfigurement from splatters, splashes, or spray of paint or paint materials. All coating overspray, drips and spills shall be contained. Maintain the integrity and security of all protective coverings and containment materials throughout the entire Project.

Any paint chips, paint removal media (e.g., abrasives), coating or solvent that has escaped the Contractor's containment enclosure shall be cleaned up immediately. For bridges over water, the Contractor shall have on Site a sufficient quantity of spill containment boom and pads to contain a spill. The length of containment boom on site shall be at least equal to twice the length of the active work Site over the water.

Observed Steel Defects: If significant deficiencies, such as cracks or section losses, are found during cleaning or coating operations, the Contractor shall immediately notify the Engineer as to their extent. Significant deficiencies include the following:

- a) Cracks in any part of the superstructure
- b) Section loss more than 1/8 inch or section loss equal to or greater than 5% of flange thickness in the maximum moment areas (i.e. Section loss in the middle 1/2 of a single span structure.)

- c) Section loss more than 1/4 inch or section loss equal to or greater than 25% of the flange thickness in other than the maximum moment areas (i.e. Section loss up to 1/4 points of the middle 1/2 of a single span structure.)
- d) Section loss more than 1/8 inch or section loss equal to or greater than 15% of web thickness in the maximum shear areas (i.e. Section loss within 5 feet of the bearing center line.)
- e) Section loss more than 1/8 inch or section loss equal to or greater than 25% of web thickness in other than the maximum shear areas (i.e. Section loss found a minimum of 5 feet beyond the bearing center line.)

Heating Devices: The Contractor may use heating devices to obtain and maintain a condition within the containment enclosure that is suitable for surface preparation and painting application. For painting applications, the required conditions must be maintained for the duration of the cure period. Heating devices shall be limited to gas- or oil-fired indirect air heaters in which the combustion products are discharged separately from the forced airstream to an area outside the containment enclosure. The heating devices must be configured so as not to form condensation on cold surfaces or cause rust-back and must be automatically controlled. Information describing the proposed heating devices and the proposed heating procedures shall be provided a minimum of 20 days in advance for Engineer acceptance.

Lighting Requirements: A minimum illumination level of 20 foot-candles shall be provided throughout the inside of the containment enclosure during surface preparation and coating application work. A minimum illumination level of 50 foot-candles shall be provided at the location of the specific work task and for inspection. All lighting fixtures and related connectors located inside the containment enclosure must be explosion proof and shall be UL listed.

Material Storage: The Contractor shall provide a suitable facility for the storage of paint that complies with all Federal and State laws and regulations.

This facility shall provide protection from the elements and ensure that the paint is stored at temperatures within the more stringent of (1) the manufacturer's written recommended temperatures, or (2) between 40°F and 100°F. If paint application takes place in conditions that require heating of the containment, then the temperature of the stored paint shall be maintained at a similar temperature. Storage of paint shall be in reasonable proximity to the painting locations. The Engineer shall be provided access to the stored paint for inspection and to witness removal of the materials. The Contractor's facility for the storage of paint shall be subject to the approval of the Engineer.

Equipment: All equipment used in surface preparation and removal of debris, such as hoses, hoppers, recycling and vacuum machines that the Contractor brings to the Site, shall be clean and free of any prior debris.

Spray equipment, brushes and rollers used in application of coatings shall be sized sufficiently and be in proper working order to accomplish the work according to the manufacturer's written recommendations.

Compressed Air: All compressed air sources shall have oil and moisture separators, attached and functional, and properly designed and sized. The compressed air sources shall deliver air to the blast nozzle, for blowing down the surfaces, or for conventional spray application that is free of oil and moisture and of sufficient pressure to accomplish the associated work efficiently and effectively. The tanks on the air compressor and moisture separator shall be drained at the end of each workday. The compressed air source shall produce a minimum pressure of 90 psi at the nozzle during abrasive blast cleaning.

The Contractor shall verify that the compressed air is free of moisture and oil contamination in accordance with the requirements of ASTM D4285. The tests shall be conducted at least once every 4 hours for each compressor system in operation. Sufficient freedom from oil and moisture is confirmed if soiling or discoloration is not visible on the paper. If air contamination is evidenced, the Contractor shall change filters, clean traps, add moisture separations or filters, or make other adjustments as necessary to achieve clean, dry, air.

Test Sections: Prior to surface preparation, the Contractor shall prepare a test section(s) on each structure to be painted in a location(s) that the Engineer considers to be representative of the existing surface condition and steel type for the structure as a whole. The test section(s) shall be prepared using the same equipment, materials and procedures as the production operations. The Contractor shall prepare the test section(s) to the specified level according to the appropriate SSPC written specifications and visual standards. The written requirements of the specification prevail in the event of a conflict with the SSPC visual standards. Only after a test section area has been approved shall the Contractor proceed with surface preparation operations. The test section(s) shall cover approximately 10 square feet each. Additional compensation will not be allowed the Contractor for preparation of test sections.

For the production cleaning operations, the specifications and written definitions, the test section(s), and the SSPC visual standards shall be used in that order for determining compliance with the Contract requirements.

Surface Preparation:

1 – Laminar and Stratified Rust: All laminar and stratified rust or corrosion products that have formed on any area of the existing steel surfaces and accessible rust formed along edges of connected plates or shapes of structural steel shall be removed. The tools used to remove these corrosion products shall be identified in the submittals and accepted by the Engineer. If the surface preparation or removal of rust results in nicks or gouges, the work will be suspended. The Contractor shall demonstrate that the necessary adjustments have been made to prevent a reoccurrence of the damage prior to resuming work.

2 – Near White Metal Blast Cleaning (SSPC-SP10): Steel surfaces shall be cleaned by the

specified methods described in the SSPC Steel Structures Painting Manual, Volume 2 - Systems and Specifications, latest edition. The structural steel shall be abrasive blast cleaned according to SSPC-SP 10 "Near White Blast Cleaning." Before and after blast cleaning, all dissolvable foreign matter, such as oil, grease, and dust shall be removed by wiping or scrubbing the surface with rags or brushes wetted with solvent in accordance with the provisions of SSPC-SP 1 "Solvent Cleaning." Clean solvent and clean rags or brushes shall be used for the final wiping.

All foreign materials such as dirt, dust, rust scale, sand, bird droppings, and all materials loosened by abrasive blasting operations shall be completely removed by vacuuming before any painting operations are begun.

The cleaned surface shall be accepted by the Engineer before any painting. If the surface is determined to meet the requirements of SSPC-SP 10, painting operations can commence. The prime coat shall be applied to the steel before the end of the day that preparation was performed and before the formation of any flash rusting or rerusting of the steel. Flash rusting or rerusting of the surface is unacceptable and requires additional blast cleaning prior to painting.

Failure of the Contractor to prepare and clean the surfaces to be painted according to these specifications shall be cause for rejection by the Engineer. All surfaces that are rejected shall be recleaned to the satisfaction of the Engineer in accordance with these specifications, at no additional cost to the State.

3 – Steel Grit Abrasive Mix: The recyclable steel grit abrasive mix shall be maintained and monitored such that the final surface profile is within the range specified elsewhere in these specifications.

Before each reuse, the recyclable steel grit abrasive shall be cleaned of millscale, rust, paint, and other contaminants by an abrasive reclaimer.

On a weekly basis during blast cleaning operations, the Contractor shall verify that the recycled steel grit abrasives meet the requirements of SSPC-AB2. If the abrasive fails the testing, all abrasive blast cleaning operations shall be suspended. The abrasive reclaimer shall be repaired and another abrasive sample will be required for testing after grit recovery and reclassification. For test results within the acceptable limits, abrasive blast cleaning may resume. Test results outside of the acceptable limits will require additional equipment repairs or replacement at no cost to the State. If additional repairs were performed, another sample will be required for testing after grit recovery and reclassification. If the test results continue to remain outside of the acceptable limits, the Contractor shall replace the abrasive reclaimer at no cost to the State.

4 - Surface Profile: The specified height of the steel surface profile is 1-3 mils and shall be uniform. Verification of the profile height will be done with Testex Replica Tape. A surface profile correction factor will be measured according to SSPC-PA 2, Section 2.2.4 with the dry film thickness gauge.

Note: Chemical Stripping will not be permitted.

Painting Operation:

1 - General: All coatings shall be supplied in sealed containers bearing the manufacturers name, product designation, batch number and mixing/thinning instructions. Leaking containers shall not be used. Storage, opening, mixing, thinning and application of coating materials shall be accomplished in strict accordance with the written requirements and procedures published by the respective coating material manufacturer and supplier. In the event of a conflict, the Contractor shall notify the Engineer in writing, and unless directed otherwise in writing, the requirements of this specification shall prevail. The Contractor shall always have, at the Project Site, the current copies of all material safety data sheets (MSDS), technical data, recommendations and procedures published by the coating manufacturer for the coating materials.

2 - Paint Mixing and Thinning: Thinning shall be performed only to the extent allowed by the manufacturer's written instructions, and only with the manufacturer's approved thinner. In no case shall thinning be permitted that would cause the coating to exceed the local VOC restrictions. For multiple component paints, only complete kits shall be mixed and used. Partial mixing is not allowed.

The ingredients in the containers of paint shall be thoroughly mixed by mechanical power mixers in the original containers, or as directed by the manufacturer, before use or mixing with other containers of paint. The paint shall be mixed in a manner that will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, painter's buckets, or similar containers overnight. It shall be stored in a covered container and remixed before use.

The Engineer reserves the right to sample field paint (individual components or the mixed material) and have it analyzed. If the paint does not meet the product requirements due to excessive thinning or because of other field problems, the coating shall be removed from that section of the structure and replaced as directed by the Engineer.

3 – Methods of Application: All applicators of the specified coating material shall show proficiency on a test panel, or a portion of the structure as selected by the Engineer, to the satisfaction of the Engineer before commencing full-scale application.

The preferred method for coating application shall be by airless spray equipment. For stripping and for application in areas where complex shapes or tight clearances will not allow spray application, the Contractor shall apply the coating material by appropriately designed and constructed rollers and brushes.

4 – Recoat Times: The recoat time of the primer, intermediate and top coat shall not deviate from the written recommendation of the manufacturer or the times specified in these specifications, complying with the most restrictive requirements unless directed otherwise by the Engineer in writing. If any individual time is exceeded, the affected areas shall be abrasive blast cleaned to SSPC-SP 10 and coatings reapplied in accordance with these specifications at no additional cost to the State.

5 – Film Continuity: All applied coatings shall exhibit no running, streaking, sagging, wrinkling, holidays, pinholes, top coat color or gloss variation, or other film defects. Failure of the Contractor to apply coatings that are free of film defects shall be cause for rejection by the Engineer. All coatings rejected shall be repaired to the satisfaction of the Engineer, at no additional cost to the State. Before doing any coating repair work, the Contractor shall submit to the Engineer for approval the procedures that will be used to repair the coating.

6 - Technical Advisor: It is mandatory that the Contractor obtain the services of a qualified technical advisor employed by the coating manufacturer. This advisor shall be familiar with the technical properties of the coating products and proper application methods. The technical advisor shall assist the Engineer and the Contractor in establishing correct application methods for the complete coating system. He/she shall be present at the work Site before the opening of the material containers and shall remain at the Site until the Engineer is satisfied that the Contractor's personnel have mastered the proper handling, mixing and application of the material. The Engineer may call the technical advisor back to the Site if there are concerns that the Contractor is not handling, mixing or applying the material correctly.

7 - Containment Plan: For each individual Site, the Contractor shall submit a plan of containment to the Engineer for acceptance. The plan, as outlined in other Contract item special provisions, shall be submitted 20 days before commencing painting operations. The prime coat shall be applied within the same containment used for abrasive blast cleaning. After prime coat application, the minimum containment enclosure for the intermediate and top coat shall conform to the requirements of SSPC Guide 6, Class 3A and the following:

- Components of the containment system must be made from flame retardant materials.
- Tarpaulin material shall be clean and impermeable to air and water.
- Joints shall be fully sealed except for entryways.
- Entryways shall use multiple flap overlapping door tarps to minimize dust escape through the entryway.
- All mists or dust shall be filtered with collection equipment.
- For truss bridges, a ceiling shall also be included.

8 - Prime Coat Application: All prepared surfaces shall be cleaned by vacuuming to remove dust, remaining debris, and other surface contaminants before coating. Such surfaces shall then be sprayed, brushed or rolled within the specified abrasive blast cleaning containment enclosure with the specified primer material before the end of the day or before any visible rust-back occurs. If rust-back occurs, affected surfaces shall be re-cleaned to the satisfaction of the

Engineer in accordance with these specifications, at no additional cost to the State.

All plate and shape edges, plate seams, back to back angle seams, pitted steel, and other sharp discontinuities shall be hand-stripped with a brush in the longitudinal direction with the primer. Bolted connections shall also have all bolt heads and nuts hand-stripped in a circular brush motion with the primer material. Stripe coats shall be applied before or after the full prime coat application. The prime coat material used for hand-stripping shall be tinted to distinguish it from material used for full prime coat application.

The zinc rich primer shall be applied to dry surfaces within the more restrictive temperature range (both steel and air) as specified in the manufacturer's written application instructions or between 50°F and 100°F, unless directed otherwise by the Engineer in writing. The dry film thickness shall be according to the manufacturer's written instructions in effect at the time that the product was tested for NEPCOAT. The dry film thickness will be checked for compliance by measuring above the peaks of the substrate profile per the guidelines of SSPC-PA 2.

The dry primer shall be free of all surface and embedded contamination and dry spray.

9 - Intermediate Coat Application: When the primer has cured per the manufacturer's recommendations (not to exceed 30 days), all previously coated surfaces shall receive the intermediate coat. The cured and dry primer coat shall be clean and free of all surface and embedded contamination and dry-spray. If it is not clean and free of all contamination, and dry-spray, the surfaces shall be cleaned by using clean rags or brushes to water wipe, solvent wipe, or detergent wash and rinse. Power washing is not allowed. Temperature ranges (both steel and air) shall be the more restrictive of that specified in the manufacturer's written application instructions or between 50°F and 100°F, unless directed otherwise by the Engineer in writing. The dry film thickness shall be according to the manufacturer's written instructions in effect at the time that the product was tested for NEPCOAT. The intermediate coat shall be of a contrasting color to the prime and topcoat colors. The dry film thickness will be checked for compliance per the guidelines of SSPC-PA 2.

10 - Top Coat Application: When the intermediate coat has cured per the manufacturer's written recommendations (not to exceed 10 days), all previously coated surfaces shall receive the top coat. The cured and dry intermediate coat shall be clean and free of all surface and embedded contamination and dry-spray. If it is not clean and free of all contamination, and dry-spray, the surfaces shall be cleaned by using clean rags or brushes to water wipe, solvent wipe, or detergent wash and rinse. Power washing is not allowed. Temperature ranges (both steel and air) shall be the more restrictive of that specified in the manufacturer's written application instructions or between 50°F and 100°F, unless directed otherwise by the Engineer in writing. The dry film thickness shall be according to the manufacturer's written instructions in effect at the time that the product was tested for NEPCOAT.

11 - Date of Completion: The word "PAINTED" followed by the month and year the painting of each structure was completed, along with the manufacturer's abbreviations for each of the 3 coats, shall be stenciled on the inside of a fascia girder at mid-depth of the girder in three (3) inch high block letters near each abutment, to be clearly visible from the ground below. In order to

ensure uniformity, abbreviations shall be approved by the Engineer prior to application of the stenciled information.

Method of Measurement: This item, being paid for on a lump sum basis for each site number, will not be measured for payment.

Basis of Payment: This work will be paid for at the Contract lump sum price for “Abrasive Blast Cleaning and Field Painting of Structure (Site No. X),” which price shall include all materials, equipment, painting overspray containment enclosure, heating devices, tools, labor, and services of the technical advisor. No direct payment will be made for the cost of storage or hauling the paint and other materials to and from the bridge site(s), but the cost thereof shall be included in the lump sum price as noted above.

Pay Item	Pay Unit
Abrasive Blast Cleaning and Field Painting of Structure (Site No. 1)	l.s.

ITEM #0603967A – PEENING COVER PLATE WELDS

Description: This work shall consist of peening welds at the ends of cover plates and at additional weld locations designated on the plans and/or as directed by the Engineer. The work shall also include providing access to the weld locations.

Construction Methods:

Tools for the peening operation shall conform to the following:

Peening Tool: The peening tool shall be shaped from a high-grade carbon steel rod and the tip shall conform to the dimensions as shown on the plans. All sharp edges and burrs shall be ground smooth and the tool, including geometric configuration of same, shall be maintained in this condition at all times. The peening tool and techniques for usage shall be approved by the Engineer prior to commencement of the work.

Pneumatic Hammer: A small pneumatic hammer capable of supplying a pressure of 25 psi shall be used.

Welds shall be peened to the limits shown on the plans. Peening shall be performed with the use of a peening tool as indicated herein and on the plans. Peening shall be continued until the weld toe becomes smooth. Depth of indentation due to peening shall be approximately 1/32" to 1/16". Lightly grind the peened surface to remove any lap marks.

Peening shall be performed with a small pneumatic hammer. Best results will be obtained by operating the pneumatic hammer at approximately 25 psi.

Existing paint shall be removed prior to peening. Peened areas shall be painted in accordance with the item for "Abrasive Blast Cleaning and Field Painting of Structure".

Method of Measurement: This work will be measured for payment by the actual number of peened weld locations completed and accepted.

Basis of Payment: This work will be paid at the contract unit price each for "Peening Cover Plate Welds" completed and accepted which price shall include providing access, removal of existing paint at the location to be peened prior to peening and subsequent painting, peening welds at the ends of cover plates and all other weld locations designated on the plans and all materials, tools, equipment, labor and work incidental thereto. Painting of peened welds will be paid separately under the item for "Abrasive Blast Cleaning and Field Painting of Structure".

Pay Item
Peening Cover Plate Welds

Pay Unit
EA

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, an additional 40 mil 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 and 104°F 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 (peak to valley) and areas of minor surface deterioration of 1/2 inch 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. 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. 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 or failure in a concrete surface and greater than or equal to 300 psi 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 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. 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. 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. 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 or failure in a concrete surface and greater than or equal to 300 psi 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 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 four inches 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. 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 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 of waterproofed surface completed and accepted.

Basis of Payment: This item will be paid for at the contract unit price per square yard 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.

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ITEM #0821189A – CONCRETE BARRIER TRANSITION SECTION

Work under these items shall be in accordance with section 8.21 with the following modifications:

8.21.2 - Materials:

Add the following:

8. The sealant used in precast concrete barrier joint openings shall be a rapid cure, self-leveling, cold applied, two-component silicone sealant. The silicone sealant shall conform to the following requirements:

Properties - As Supplied	Test Method	Requirement
Extrusion Rate	ASTM C1183	200-600 grams/min
Leveling	ASTM C639	Self-Leveling
Specific Gravity	ASTM D792	1.20 to 1.40

Properties - Mixed	Test Method	Requirement
Tack Free Time	ASTM C679	60 min. max.
Joint Elongation – Adhesion to concrete	ASTM D5329 ^{1,2,3}	600% min
Joint Modulus @ 100% elongation	ASTM D5329 ^{1,2,3}	15 psi max
Cure Evaluation	ASTM D5893	Pass @ 5 hours

1. Specimens cured at 77±3⁰F. 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 following two-part silicone sealants are known to have met the specified requirements:

Product	Supplier
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, and accepted by the Engineer.

A Materials Certificate for the sealant used in precast concrete barrier joint openings, shall be submitted by the Contractor in accordance with the requirements of Article 1.06.07

9. All backer rods shall satisfy the requirements of ASTM D5249, Type 1 and shall comply with ASTM D6297

8.21.3 - Construction Methods:

Add the following:

7. 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.

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The Contractor must certify that the joint sealant was installed in accordance with the supplier's recommendations.

8. Before placement of any sealing materials in between the precast concrete barrier, 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. 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.
9. The Contractor shall be responsible for providing shop drawings of the "Concrete Barrier Transition Section", in accordance with section 1.05.02.

8.21.4 - Method of Measurement:

Add the following:

The joint sealant and backer rod will not be measured for payment, but included under "Concrete Barrier Transition Section."

8.21.5 - Basis of Payment:

Replace the entire section with the following:

This work will be paid for at the contract unit price per linear foot for "Concrete Barrier Transition Section", of the size specified, and transition barrier curb of the size and type specified, complete in place, which shall include all backfill, joint seal, backer rod, materials, reinforcing steel, dowels, penetrating sealer protective compound, transportation, equipment, tools and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Barrier Transition Section	L.F.

ITEM #0822005A – TEMPORARY PRECAST CONCRETE BARRIER CURB (STRUCTURE)

Description: Work under this item shall consist of furnishing, installing, and removing temporary concrete barrier for use on structures as shown on the plans.

Materials:

1. The barrier shall be precast concrete conforming to Article 8.21.02-1.
2. Manufacturer identification and casting date shall be permanently marked on each barrier unit by means of a non-corrosive metal or plastic tag in the location shown on the plan. When used barrier is furnished, the Contractor shall provide documentation stating from where the material came, what project it will be used on, the casting dates, and certification that the barrier conforms to all State requirements.
3. Reinforcing steel shall conform to the requirements of ASTM A615M, Grade 60.
4. Lifting hooks. Keys, bolts, devices and attachments shall be of the size indicated on the plans or of a design satisfactory for the purpose intended as approved by the Engineer.
5. Anchor bolts shall conform to ASTM A307. Heavy hex nuts shall conform to AASHTO M291. The plate washers shall conform to AASHTO M232M, Grade 50. The anchor bolts, nuts, and plate washers shall be hot-dipped galvanized in accordance with ASHTO M232 and M111 as applicable.
6. Loop bars shall be bent from smooth bar steel conforming to AISI 1018 (hot rolled). Ends shall be hot-dip galvanized in accordance with AASHTO M111.
7. Threaded connection rods shall be steel conforming to AASHTO M314 (ASTM F1554). Grade 55 except that threads and nominal diameters shall conform to ANSI B1.13M for Class 6g threads. The rod shall be threaded for a minimum of 4 inch at each end. Plain steel washers shall be manufactured in accordance with ANSI B18.22M. Heavy hex nuts shall conform to AASHTO M 291M for Class 10S and shall conform to the geometry defined in ANSI B18.2.4.6M. The threaded connection rods, washers, and nuts shall be hot-dipped galvanized after fabrication in accordance with the requirements of Class C of AASHTO M232.
8. The chemical anchor material shall be a resin compound specially formulated to secure bolts in concrete against tension pull-out. The Contractor shall select the chemical anchor material in accordance with Article M.03.07
9. Non-shrink grout shall conform to subarticle M.03.05.
10. Barrier shall be accepted on the basis of the manufacturer's certification, as defined in Article M.08.02-4.
11. Sealant for patching holes in bituminous overlays shall be a cold-applied bituminous sealer conforming to M.08.01-15.
12. Anchor Bolts/Threaded Connection Rods-Certified Test Reports: The Contractor shall submit a Certified Test Report and a Materials Certificate in conformance with Article 1.06.07 and a sample of all anchor bolts, threaded connection rods, nuts, and washers for testing prior to their installation.

The Contractor shall not install any anchor bolts or threaded connection rods, prior to receipt of the approved test results and approval by the Engineer.

13. Delineators shall conform to Article 8.22.02.

Construction Methods:

1. Fabrication: The barrier shall be precast concrete in conformance with the pertinent requirements of Article 8.21.03 and the plans, except that penetrating sealer protective compound is not required.
2. Installation: The barrier shall be placed as shown on the plans or as directed by the Engineer.

The barriers shall be anchored to the concrete deck slab in accordance with the plans and the following:

- a. Precast Deck Panels: No drilling will be allowed on the precast deck panels.
- b. Chemical Anchoring: This consists of drilling holes in concrete deck slabs, placing anchor bolts in the holes, and securing the bolts with a pre-approved chemical anchor material.

The Contractor shall submit the following to the Engineer for approval type of drill, diameter of bit, method of cleaning. Holes and method of placement of chemical anchor material. Specifications and recommendations for the aforementioned may be obtained from the manufacturer of the chemical anchor material.

Drilling methods shall not cause spalling, cracking, or other damage to the concrete. 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.

Care shall be taken not to drill holes into or through structural steel. The Contractor shall take the necessary precautions to prevent materials from falling into the travelway below.

When reinforcing steel is encountered during the drilling of the holes, the Contractor shall attempt to angle the hole to by-pass the bar.

The holes shall be blown clean and wire brushed or otherwise cleaned per the manufacturer's written instructions prior to setting the anchor bolts.

The anchor bolts shall extend to the bottom of the holes and be hammer tapped to insure full penetration. The chemical anchor material shall be installed in accordance with the written directions supplied by manufacturer of the chemical anchor material.

The barrier shall be anchored down by torquing the bolts "snug tight", which is defined as the tightness attained after several impacts from an impact wrench. No part of the bolt head shall project above the outer surface of the barrier.

- c. Through-Bolting: This consists of drilling completely through the deck slab and securing anchor bolts on the underside with plate washers and nuts. Through-Bolting is not permitted on new construction or prestressed concrete. Measures shall be taken to insure that no damage occurs to property below the bridge.
 - d. Care shall be taken not to drill holes into or through structural steel. The barrier shall be anchored down by torquing the bolts 'snug tight", which is defined as the tightness attained after several impacts from an impact wrench. No part of the bolt head shall project above the outer surface of the barrier.
3. Connection of Barrier Units: The barrier shall be joined together with threaded connection rods, and heavy hex nuts in accordance with the plans.
 4. Cutting of Anchor Bolts: Where ordered by the Engineer, protruding anchor bolts shall be cut off flush with the surface of the concrete deck. The bolts shall then be ground down below the surface of the deck and the space filled in with non-shrink grout.
 5. Patching with Non-Shrink Grout: After removal of the barrier, holes in newly constructed concrete decks and threaded inserts shall be blown clean with an air jet and filled in with non-shrink grout. The non-shrink grout shall be mixed and placed in strict accordance with the manufacturer's directions. The non-shrink grout shall be finished flush with the deck surface. Allow grout to cure a minimum of 24 hours before placing sealant in any remaining hole in the bituminous wearing surface.
 6. Delineators: Delineators shall be installed on top of the barrier in accordance with Article 8.22.03-3 and the plans.
 7. General: The barrier shall be kept in good condition at all times by the Contractor during all stages of construction. Any damaged material shall be replaced by the Contractor at his expense.

When the barrier is no longer required, it shall be removed from the work site and become the property of the Contractor.

Method of Measurement: Temporary Precast Concrete Barrier Curb (Structure) will be measured for payment along the centerline at the top of the barrier and will be the actual number of linear feet of temporary structure barrier furnished, installed, and accepted.

Relocation of concrete barrier for access to the work area or for the convenience of the contractor will not be measured for payment. Movement of stored barrier or maintenance of the storage area will not be measured for payment.

Delineators will be measured in accordance with Article 12.05.04.

Basis of Payment: This work will be paid for at the contract unit price per linear foot for "Temporary Precast Concrete Barrier Curb (Structure)", complete in place, which price shall

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include all furnishing, transportation, initial installation, relocation, final removal, storage, materials, reinforcing steel, connection rods, and all equipment, tools, and labor incidental thereto. The cost of furnishing, installing, and cutting of anchor bolts shall also be included for payment under this item. Each Temporary Precast Concrete Barrier Curb (Structure) will be paid for once regardless of the number of times it is used on the project. Any barrier units that become lost, damaged or defaced shall be replaced by the Contractor at no cost to the State.

Pay Item	Pay Unit
Temporary Precast Concrete Barrier Curb (Structure)	L.F.

ITEM #0969062A - CONSTRUCTION FIELD OFFICE, MEDIUM

Description: Under the item included in the bid document, adequate weatherproof office quarters with related furnishings, materials, equipment and other services, shall be provided by the Contractor for the duration of the work, and if necessary, for a close-out period determined by the Engineer. The office, furnishings, materials, equipment, and services are for the exclusive use of CTDOT forces and others who may be engaged to augment CTDOT forces with relation to the Contract. The office quarters shall be located convenient to the work site and installed in accordance with Article 1.08.02. This office shall be separated from any office occupied by the Contractor. Ownership and liability of the office quarters shall remain with the Contractor.

Furnishings/Materials/Supplies/Equipment: All furnishings, materials, equipment and supplies shall be in like new condition for the purpose intended and require approval of the Engineer.

Office Requirements: The Contractor shall furnish the office quarters and equipment as described below:

Description \ Office Size	Small	Med.	Large	Extra Large
Minimum Sq. Ft. of floor space with a minimum ceiling height of 7 ft.	400	400	1000	2000
Minimum number of exterior entrances.	2	2	2	2
Minimum number of parking spaces.	7	7	10	15

Office Layout: The office shall have a minimum square footage as indicated in the table above, and shall be partitioned as shown on the building floor plan as provided by the Engineer.

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			
	Small	Med.	Large	Extra Large
	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.	1	3	5	8
Standard secretarial type desk and matching desk chair that has pneumatic seat height adjustment and dual wheel casters on the base.	-	-	-	1
Personal computer tables (4 ft. x 2.5 ft.).	2	3	5	8
Drafting type tables (3 ft. x 6 ft.) and supported by wall brackets and legs; and matching drafters stool that have pneumatic seat height adjustment, seat back and dual wheel casters on the base.	1	1	1	2
Conference table, 3 ft. x 12 ft.	-	-	-	1
Table – 3 ft. x 6 ft.	-	-	-	1
Office Chairs.	2	4	8	20
Mail slot bin – legal size.	-	-	1	1
Non-fire resistant cabinet.	-	-	2	4
Fire resistant cabinet (legal size/4 drawer), locking.	1	1	2	3
Storage racks to hold 3 ft. x 5 ft. display charts.	-	-	1	2
Vertical plan racks for 2 sets of 2 ft. x 3 ft. plans for each rack.	1	1	2	2
Double door supply cabinet with 4 shelves and a lock – 6 ft. x 4 ft.	-	-	1	2
Case of cardboard banker boxes (Min 10 boxes/case)	1	1	2	3
Open bookcase – 3 shelves – 3 ft. long.	-	-	2	2
White Dry-Erase Board, 36" x 48" min. with markers and eraser.	1	1	1	1
Interior partitions – 6 ft. x 6 ft., soundproof type, portable and freestanding.	-	-	6	6
Coat rack with 20 coat capacity.	-	-	-	1
Wastebaskets - 30 gal., including plastic waste bags.	1	1	1	2
Wastebaskets - 5 gal., including plastic waste bags.	1	3	6	10
Electric wall clock.	-	-	-	2
Telephone.	1	1	1	-
Full size stapler 20 (sheet capacity, with staples)	1	2	5	8
Desktop tape dispensers (with Tape)	1	2	5	8
8 Outlet Power Strip with Surge Protection	3	4	6	9
Rain Gauge	1	1	1	1

Business telephone system for three lines with ten handsets, intercom capability, and one speaker phone for conference table.	-	-	-	1
Mini refrigerator - 3.2 c.f. min.	1	1	1	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	1	1	1
Microwave, 1.2 c.f. , 1000W min.	1	1	1	1
Fire extinguishers - provide and install type and *number to meet applicable State and local codes for size of office indicated, including a fire extinguisher suitable for use on a computer terminal fire.	*	*	*	*
Electric pencil sharpeners.	1	2	2	2
Electronic office type printing calculators capable of addition, subtraction, multiplication and division with memory and a supply of printing paper.	1	1	2	4
Small Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Related Hardware and Software</u> .	1	1		
Large Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Related Hardware and Software</u> .			1	1
Field Office Wi-Fi Connection as specified below under <u>Computer Related Hardware and Software</u>	1	1	1	1
Wi-Fi Printer as specified below under <u>Computer Related Hardware and Software</u> .	1	1	1	1
Digital Camera as specified below under <u>Computer Related Hardware and Software</u> .	1	1	3	3
Video Projector as specified below under <u>Computer Related Hardware and Software</u> .	-	-	-	1
Smart Board as specified below under <u>Computer Related Hardware and Software</u> .	-	-	-	1
Infrared Thermometer, including annual third party certified calibration, case, and cleaning wipes.	1	1	1	2
Concrete Curing Box as specified below under Concrete Testing Equipment.	1	1	1	1
Concrete Air Meter and accessories as specified below under Concrete Testing Equipment as specified below. Contractor shall provide third party calibration on a quarterly basis.	1	1	1	1
Concrete Slump Cone and accessories as specified below under Concrete Testing Equipment.	1	1	1	1
First Aid Kit	1	1	1	1
Flip Phones as specified under <u>Computer Related Hardware and</u>	-	-	-	-

<u>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, (Type),” which price shall include all material, equipment, labor, service contracts, licenses, software, repair or replacement of hardware and software, related supplies, utility services, parking area, external illumination, trash removal, snow and ice removal, and work incidental thereto, as well as any other costs to provide requirements of this specified this specification.

<u>Pay Item</u>	<u>Pay Unit</u>
Construction Field Office, (Type)	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":

I-395 Northbound and Southbound

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 "Limitations of Operations - Minimum Number of Lanes to Remain Open" Chart, on a paved travel path not less than 11 feet in width per lane.

The Contractor will be allowed to detour traffic as shown on the Maintenance and Protection of Traffic Plans contained in the contract plans.

I-395 Ramps and Turning Roadways

The Contractor shall maintain and protect existing traffic operations.

Excepted therefrom will be those periods, during the road closure events, when the Contractor is actively working, at which time the Contractor shall be allowed to revise the pavement markings to provide additional lanes on the ramps when traffic is detoured from I-395 northbound and southbound mainline.

Excepted therefrom will be those periods, during the road closure events, 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.

Route 85 and All Other 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 11 feet in width.

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

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway (bridge) section by the end of a workday (work night), or as directed by the Engineer.

When the installation of all intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall install the final course of bituminous concrete pavement.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3-foot shoulder between the work area and travel lanes, with traffic drums spaced every 50 feet. At the end of the workday, if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer.

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

The Contractor shall not store any material on-site which would present a safety hazard to motorists or pedestrians (e.g. fixed object or obstruct sight lines).

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed, except during the allowable periods.

Construction vehicles entering travel lanes at speeds less than the posted speed are interfering with traffic, and shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds, in order to merge with existing traffic.

(Remote Controlled) Changeable Message Signs (CMS)

The Contractor shall install and maintain (remote controlled) changeable message signs (CMS) two weeks prior to the mainline closures and the installation of the temporary precast concrete barrier curb on I-395 as shown on the MPT sheets in the plan set. The message(s) displayed on the CMS shall be as shown and as directed by the Engineer.

Existing Signing

The Contractor shall maintain all existing overhead and side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs

and sign supports as many times as deemed necessary, and install temporary sign supports if necessary and as directed by the Engineer.

Requirements for Winter

The Contractor shall schedule a meeting with representatives from the Department including the offices of Maintenance and Traffic, and the Town/City 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:

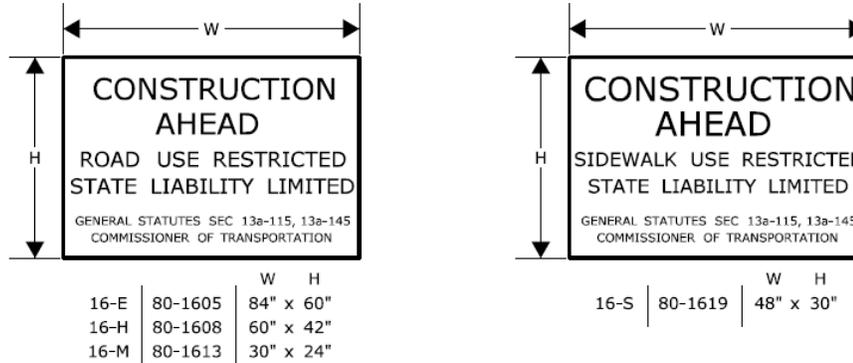
<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>	<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT 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 RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

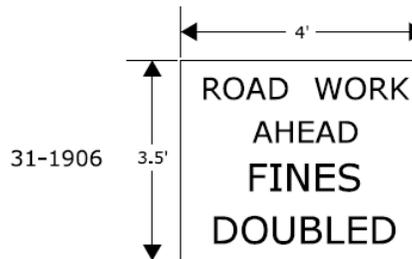
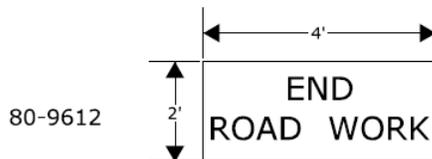
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

"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

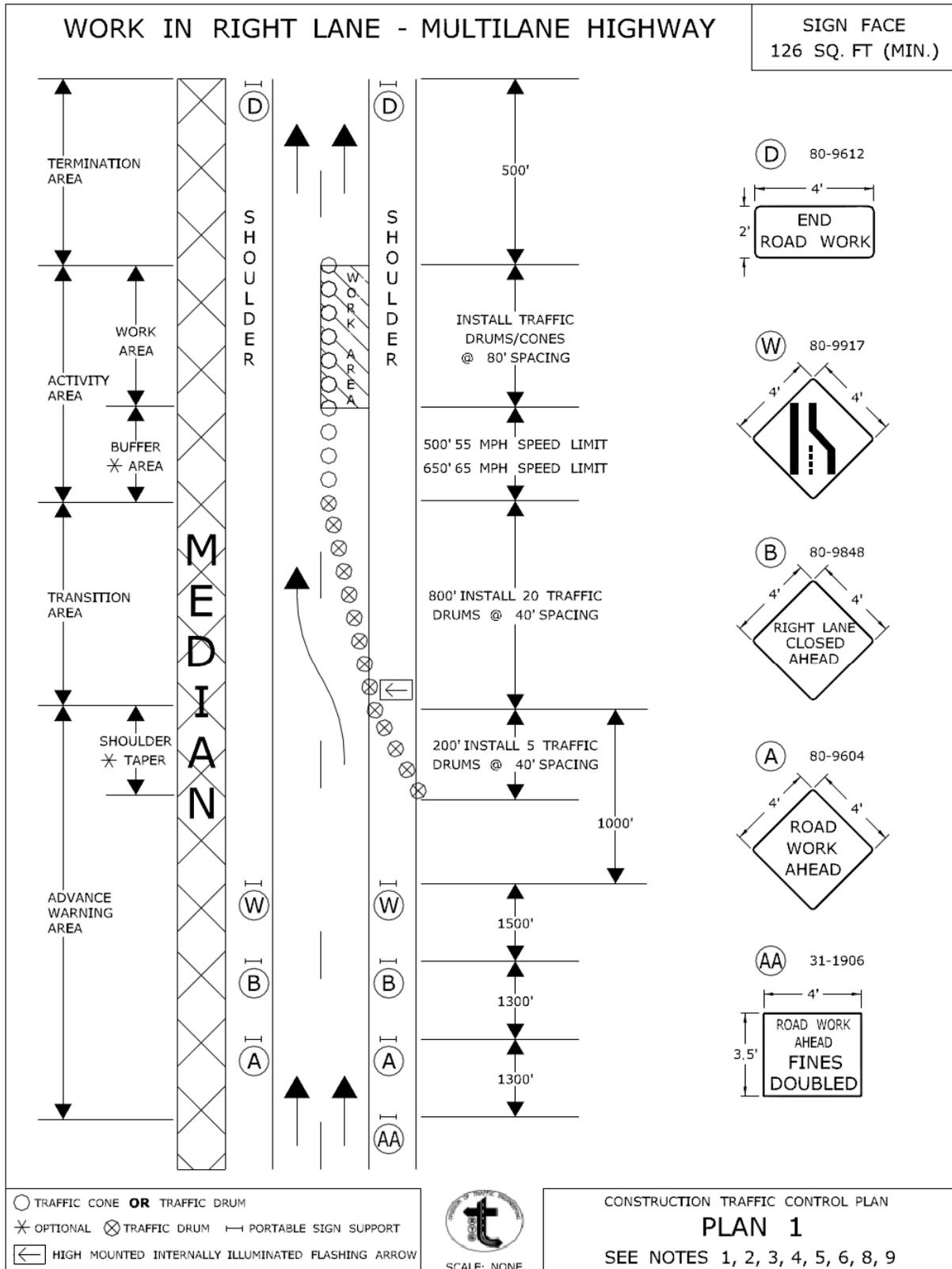


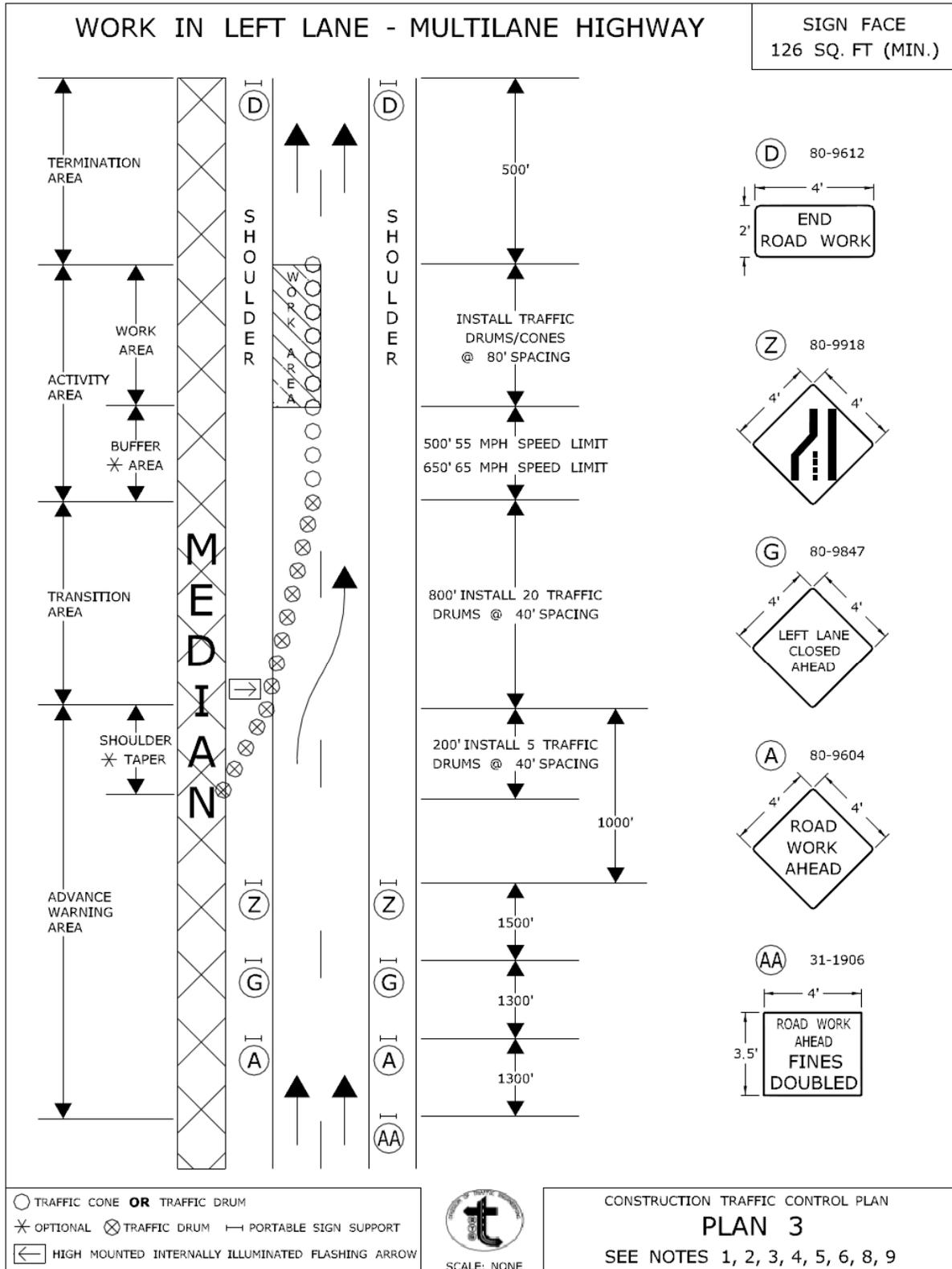
SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN NOTES

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

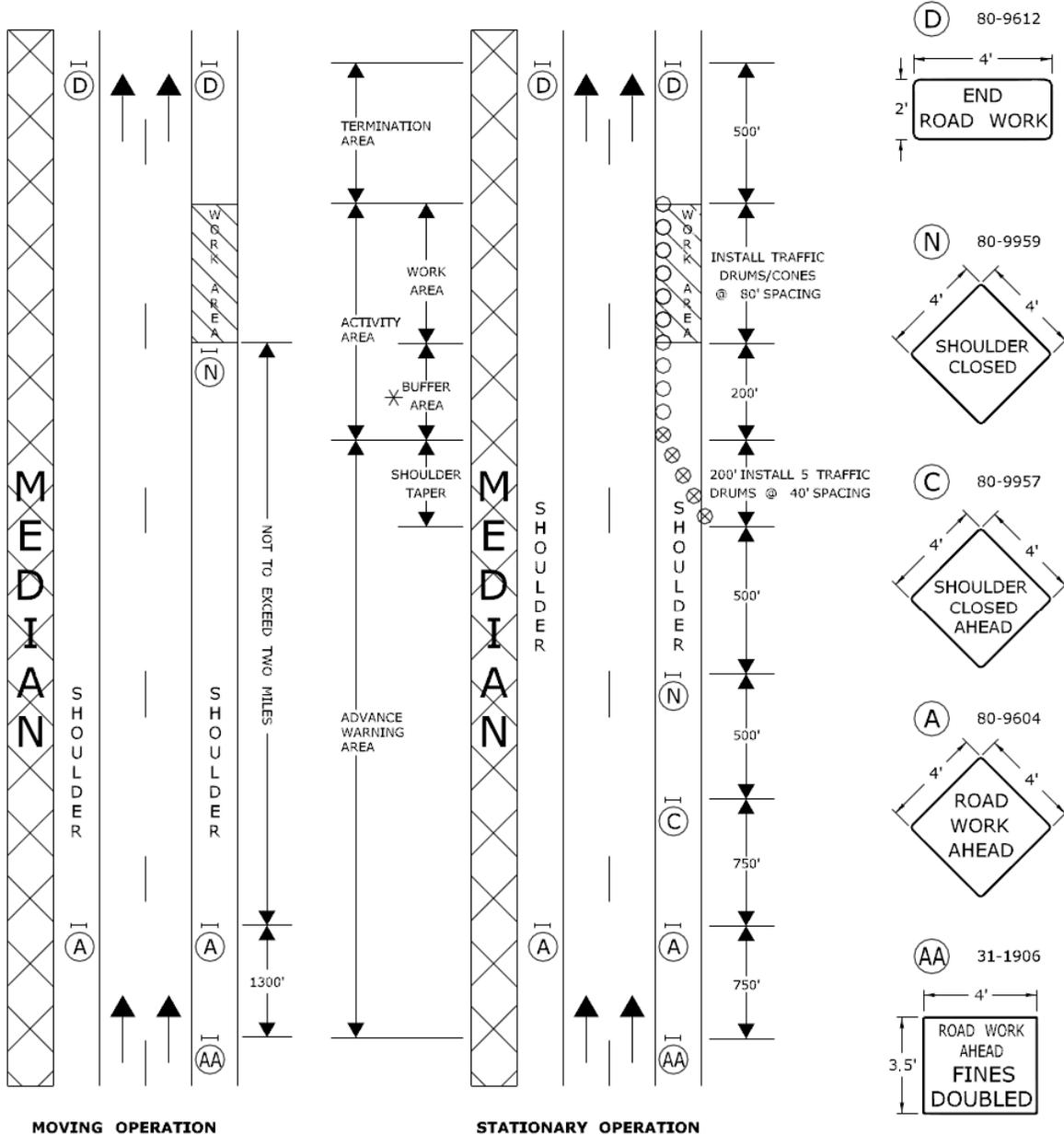
APPROVED  Charles S. Harlow
2012.06.05 15:50:35-0400
PRINCIPAL ENGINEER





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

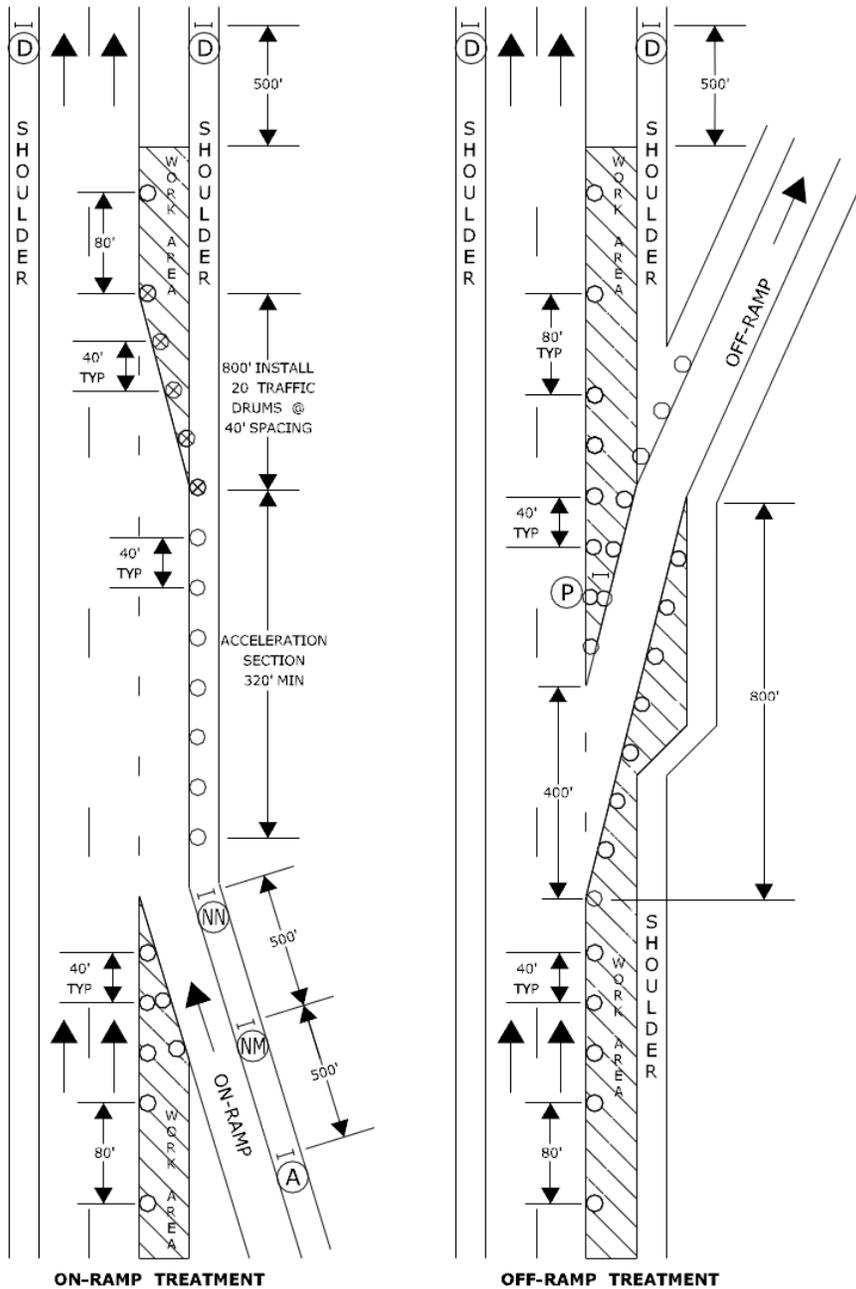
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 6
SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

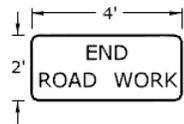
APPROVED *Charles S. Harlow*
PRINCIPAL ENGINEER
2012.06.05 15:52:38-04'00"

TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

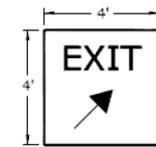
SIGN FACE SQ. FT VARIES



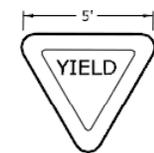
(D) 80-9612



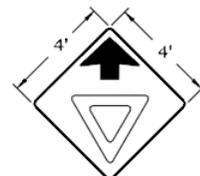
(P) 51-6147



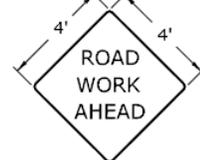
(NN) 31-0528



(NM) 80-9055



(A) 80-9604



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

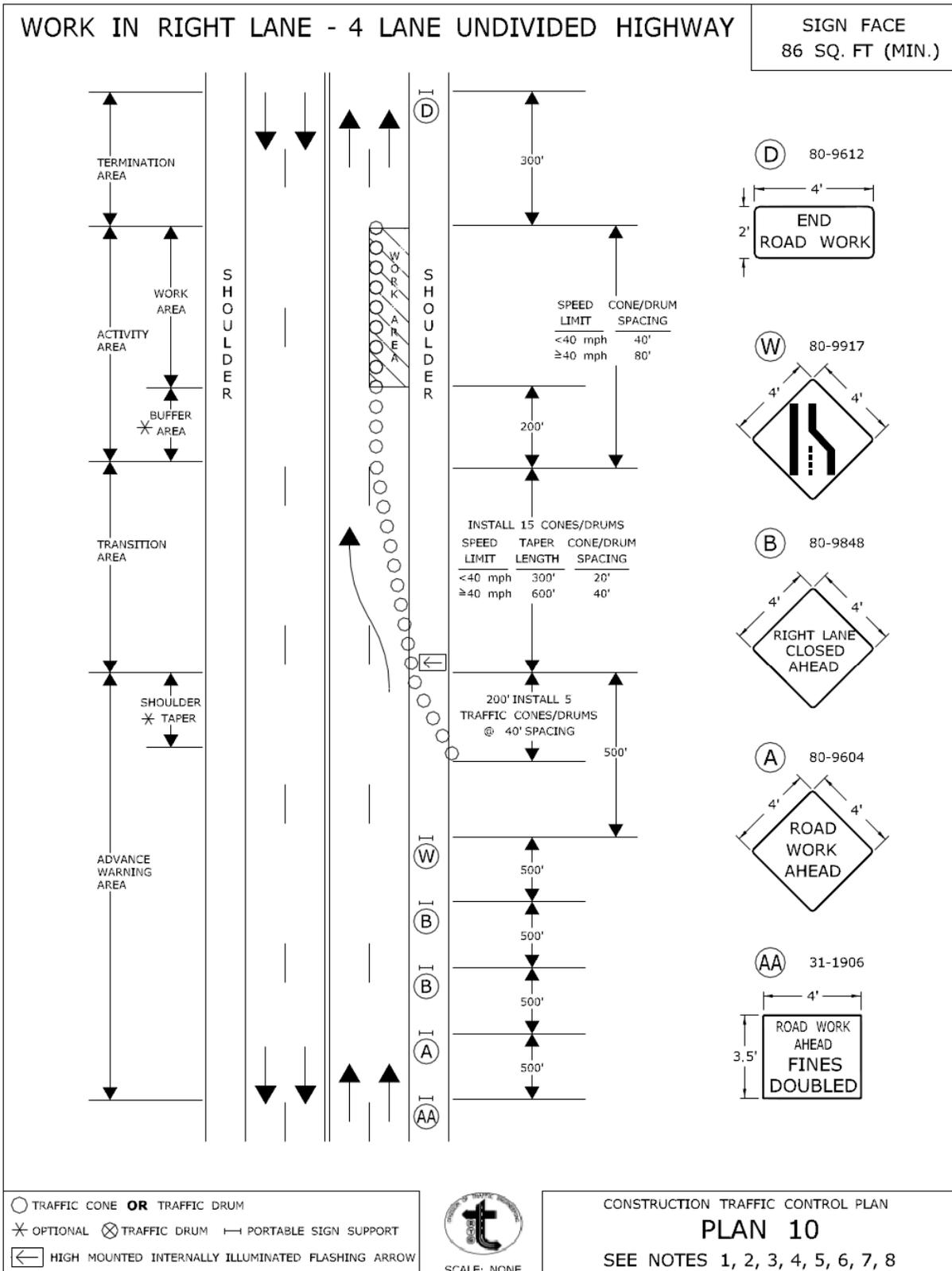
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9, 10

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:53:31-0400



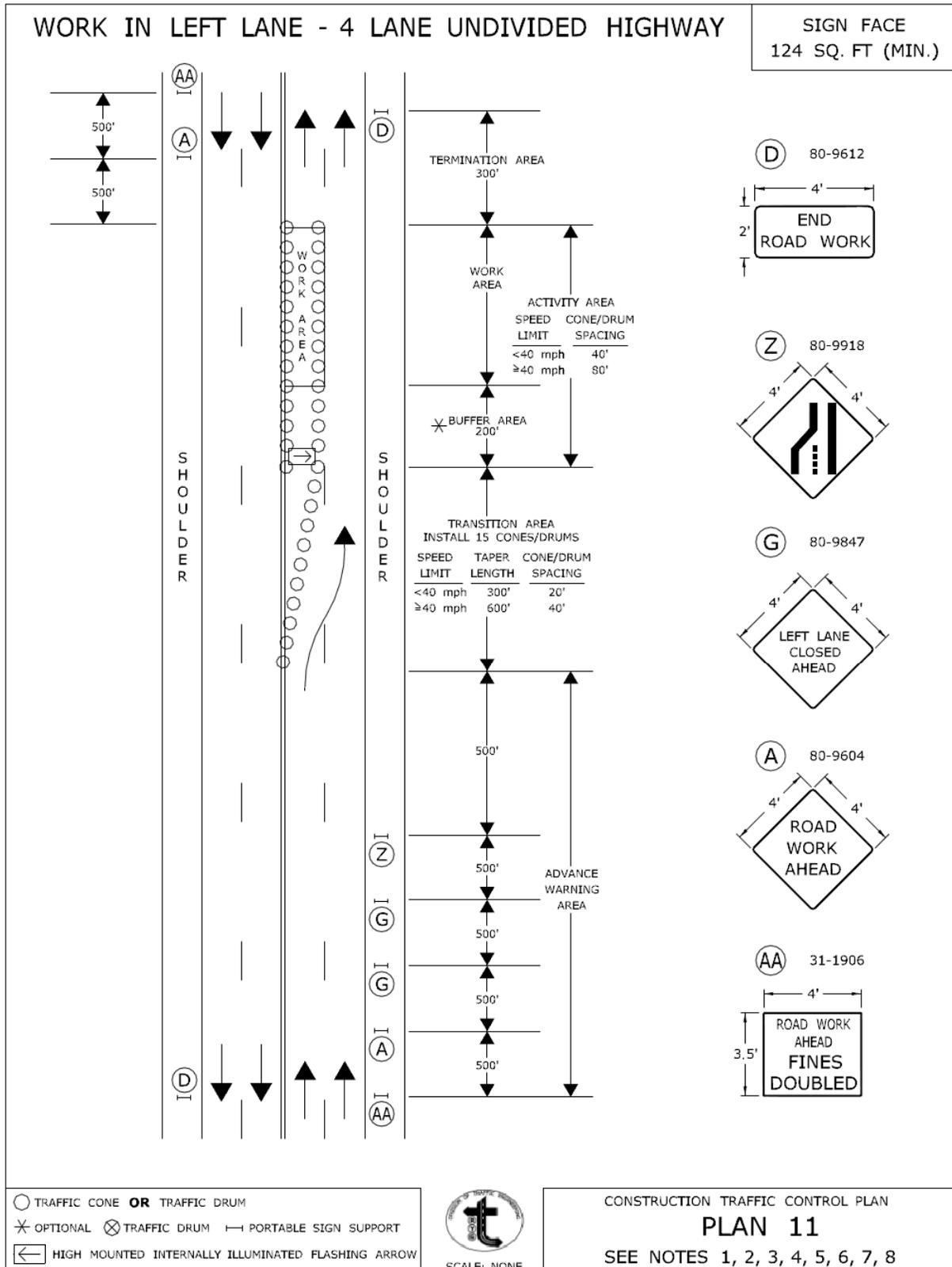
- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ✕ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 10
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:54:15-0400
PRINCIPAL ENGINEER



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



SCALE: NONE

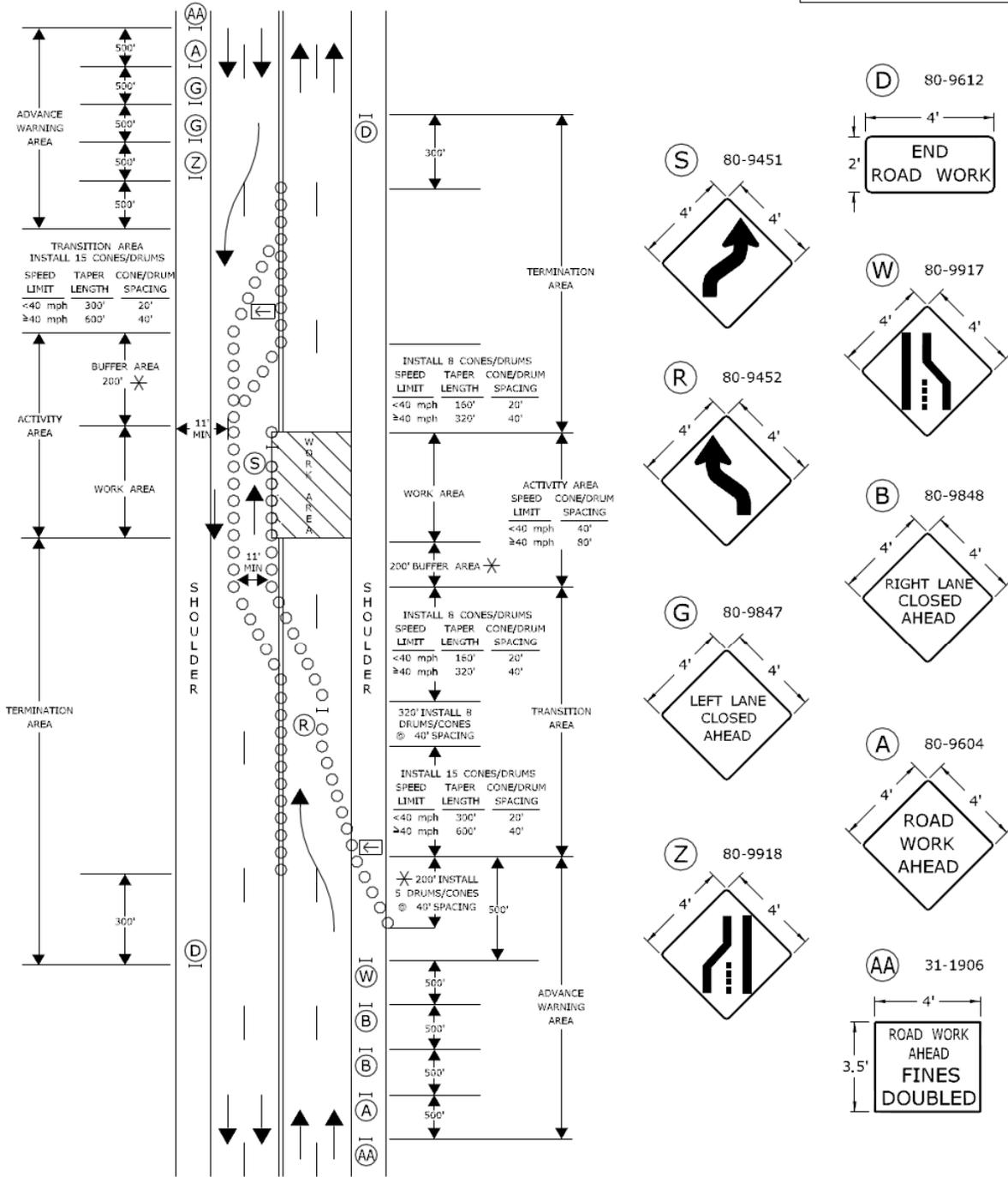
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 11
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*
PRINCIPAL ENGINEER
Charles S. Harlow
2012.08.05 15:54:36-0400'

WORK IN BOTH LANES - 4 LANE UNDIVIDED HIGHWAY

SIGN FACE
204 SQ. FT. (MIN.)



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

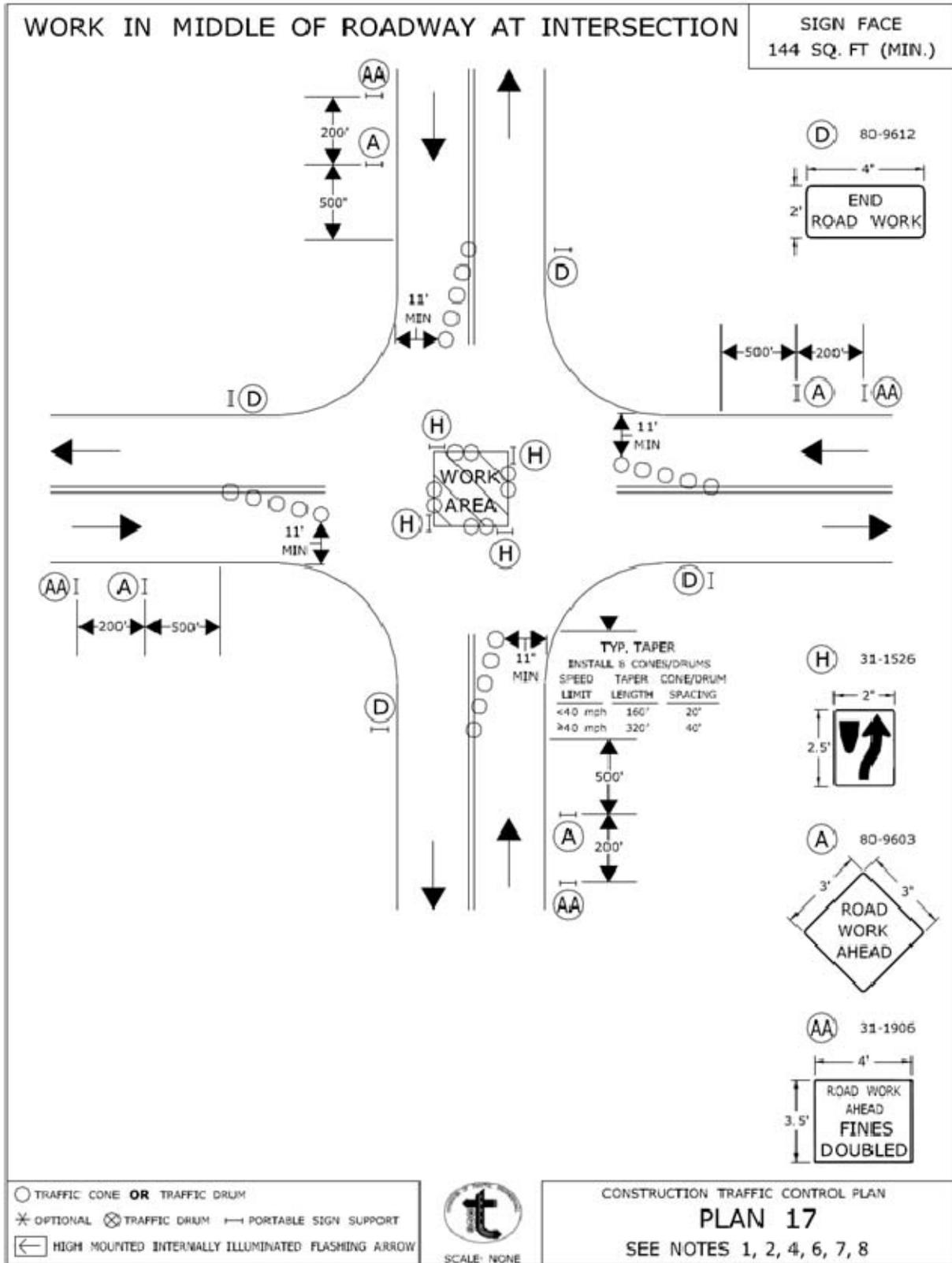


CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 12
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

SCALE: NONE

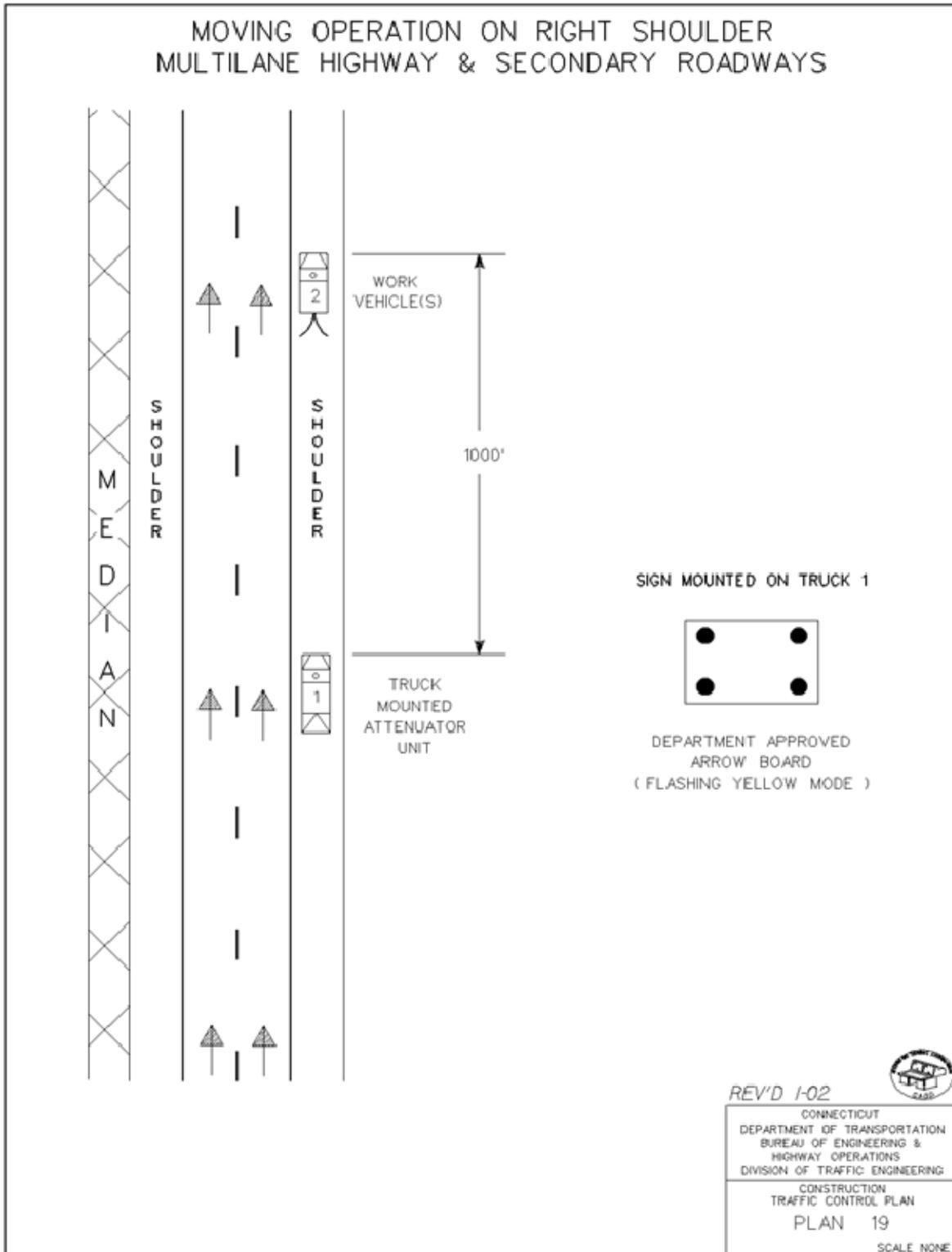
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*
PRINCIPAL ENGINEER
Charles S. Harlow
2012.06.05 15:55:01-0400'

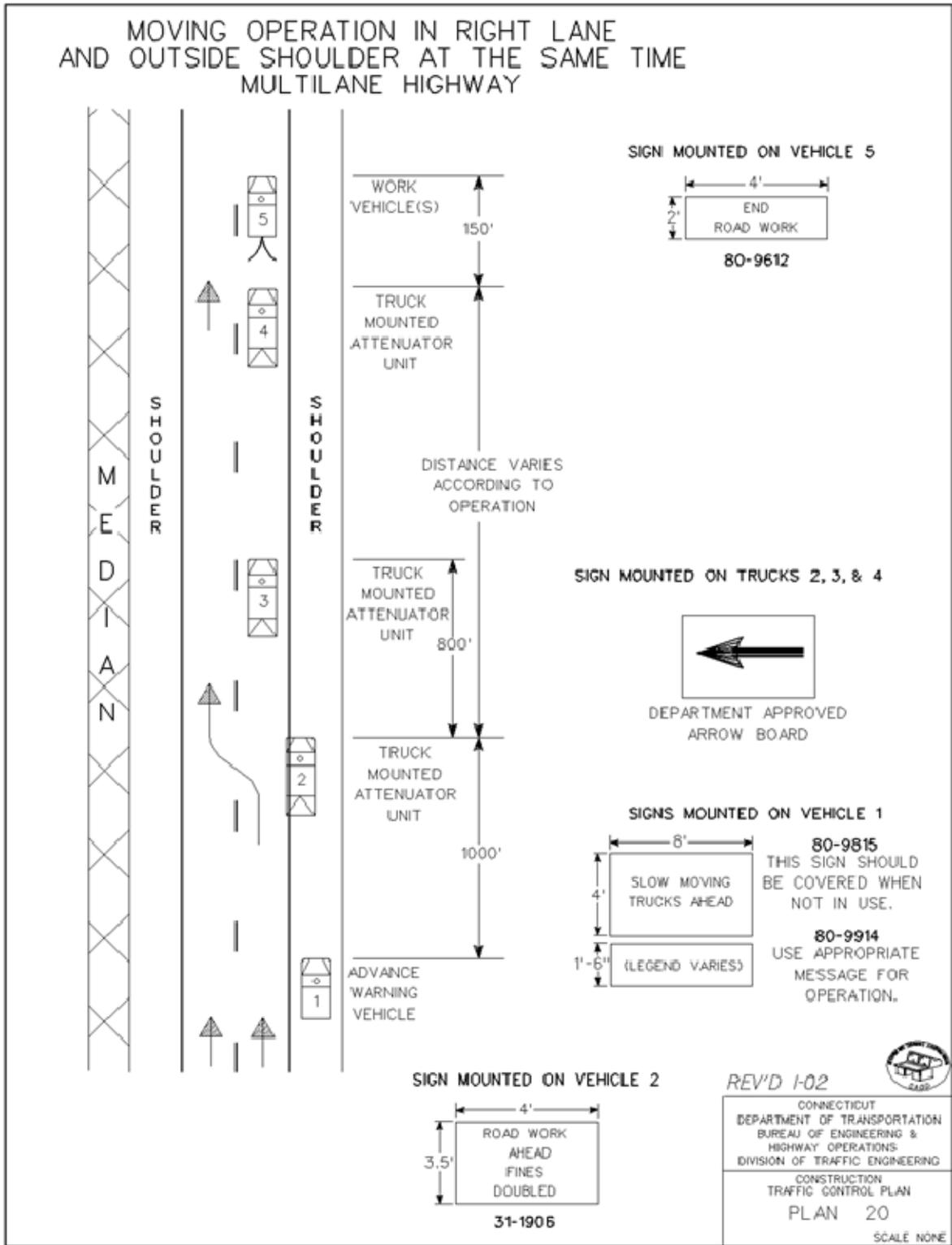


CONNECTICUT DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING & CONSTRUCTION

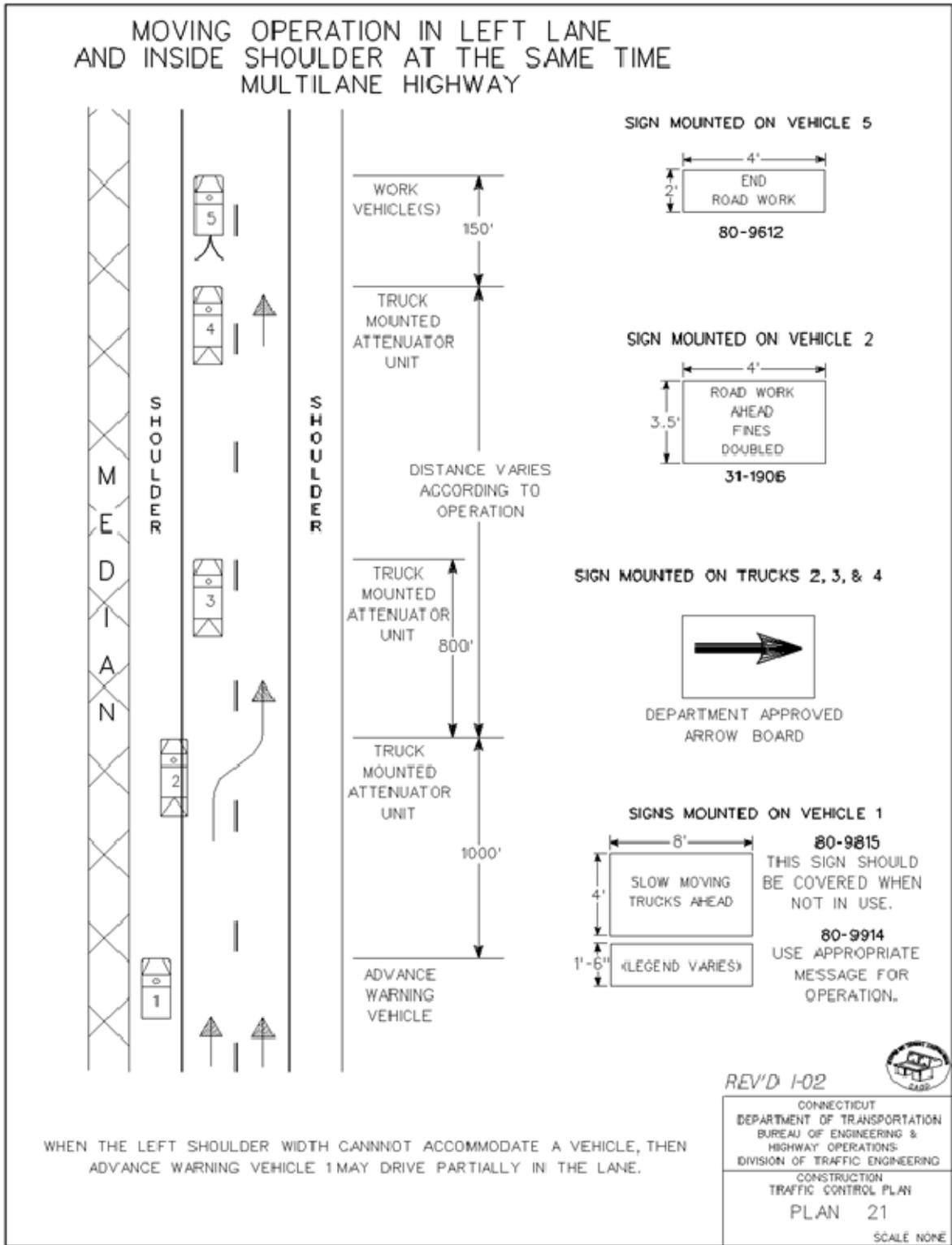
APPROVED: *Charles S. Harlow*
 PRINCIPAL ENGINEER
 Charles S. Harlow
 2012.06.05 15:57:16-0400



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



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



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

Article 9.71.05 – Basis of Payment is supplemented by the following:

The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports shall be paid for under the item “Maintenance and Protection of Traffic”. Temporary overhead sign supports and foundations shall be paid for under the appropriate item(s).

The cost of furnishing, installing, and removing the material for the 4H:1V traversable slope shall be paid for under the item “Maintenance and Protection of Traffic.”

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance and Protection of Traffic	Lump Sum

ITEM #1003906A - REMOVE LIGHT STANDARD

DESCRIPTION: Under this item the Contractor shall remove an existing light standard with transformer base, bracket, and luminaire as indicated on the plans or as directed by the Engineer. The removed light standard, transformer base, bracket, shall remain the property of the Contractor. The removed luminaire shall remain the property of ConnDOT.

MATERIAL: The Contractor shall be responsible for damage to the removed luminaire incurred during removal and hauling to the specified area. All repairs or replacements due to damage or loss by the Contractor shall be made at the Contractor's expense.

CONSTRUCTION METHODS: The Contractor shall remove a light standard, transformer base, bracket, and luminaire, where required. The removed materials shall remain the property of the Contractor.

The removed light standard, transformer base, and bracket, shall be properly disposed of by the Contractor. The removed luminaire shall remain the property of ConnDOT. The Contractor shall contact the Electrical Maintenance Supervisor at ConnDOT District 2 Electrical Maintenance (tel: 860-537-8942) to coordinate the transfer of the removed luminaire to ConnDOT. The Contractor shall contact the Electrical Maintenance Supervisor at least 48 hours in advance to coordinate the transfer of materials. Prior to pick-up, the luminaire shall be stored at the Contractor's project construction trailer/storage site. The Contractor shall assist ConnDOT Electrical personnel in loading the material onto ConnDOT vehicles for transport.

METHOD OF MEASUREMENT: This work will be measured for payment by the number of light standards with associated equipment removed and disposed of (or salvaged) complete and accepted.

BASIS OF PAYMENT: This work will be paid for at the contract unit price each for "Remove Light Standard" complete, which price shall include the removal of a light standard with associated transformer base, bracket, luminaire, lamp, cable and hardware, delivering, disposing, hauling, coordination, including all materials, tools, equipment, labor and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Light Standard	Ea.

ITEM #1003912A - REMOVE CONCRETE LIGHT STANDARD BASE

DESCRIPTION: Under this item the Contractor shall remove an existing concrete light standard base where shown on the plans or as directed. The removed concrete base shall remain the property of the contractor.

CONSTRUCTION METHODS: The Contractor shall remove a concrete light standard base where required. The removed base shall be properly disposed of by the Contractor. The hole shall be backfilled and graded to match surroundings, unless otherwise noted on the plans.

METHOD OF MEASUREMENT: This work will be measured for payment by the number of concrete light standard bases removed and disposed of, complete and accepted.

BASIS OF PAYMENT: This work will be paid for at the contract unit price each for "Remove Concrete Light Standard Base", which price shall include all materials, equipment and work incidental thereto including excavation, removal, backfill when necessary, hauling and disposing of the concrete base.

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Concrete Light Standard Bas	Ea.

ITEM #1005601A – LED LUMINAIRE – TYPE 1

DESCRIPTION: This item shall consist of furnishing and installing a light emitting diode (LED) luminaire of the wattage, distribution, and voltage as specified, completely wired and attached to the arm or bracket of the pole in accordance with the plans and specifications.

MATERIALS: The LED luminaire shall be one of the following:

Philips Road Focus, catalog number: **RFM-108W48LED4K-G2-R3M-UNV-SP2-API-GY3**, with the following characteristics: 106 watts, 12,771 lumens, 700mA, 4000 CCT, multi-volt, Type III light distribution, and 20kV/20kA surge suppression.

American Electric, Autobahn, catalog number: **ATB0-30BLEDE10-MVOLT-R3-NL-20-NR**, with the following characteristics: 105 watts, 12,748 lumens, 1000mA, 4000 CCT, multi-volt, Type III light distribution, and 20kV/10kA surge suppression.

Cooper Lighting, Archeon-M, catalog number: **ARCH-M-AF48-100-U-T3-20K-AP**, with the following characteristics: 101 watts, 13,317 lumens, 4000 CCT, multi-volt, Type III medium light distribution, and 20kV/20kA surge suppression.

No alternate luminaires will be accepted. A catalog cut will be required.

The luminaire housing shall be powder coated grey in color.

The luminaire housing shall not have a photocontrol receptacle.

The luminaire's onboard circuitry shall include a surge protection device (SPD) to withstand high repetition noise transients as a result of utility line switching, nearby lightning strikes, and other interference. The LED luminaire shall be provided with integral 20kV/20kA surge protection which shall conform and be labeled as UL 1449 compliant. The SPD protects the luminaire from damage and failure for common and differential mode transient peak currents up to 10 kA (minimum). SPD performance shall have been tested per procedures in ANSI C136.2/IEEE C62.41-2:2002 category C high exposure. The SPD shall be connected so that in the event of catastrophic failure the luminaire will no longer operate and the driver and light engine will be isolated from additional spikes. The SPD shall be field replaceable.

The LED luminaire shall carry a limited 5 year warranty on the LEDs and the Driver.

Conductors shall be #10 AWG in accordance with Article M.15.11 of the Standard Specifications. Insulation shall be THHN/THWN and rated for 600 volts. The equipment grounding conductor shall be No. 10 AWG, THHN/THWN, rated for 600 volts. The ground wire shall be green in color.

Fuses and fuse holders shall conform to the requirements of Article M.15.05. Fuses shall be “slow-blow” type rated at 10 amps.

CONSTRUCTION METHOD: The LED luminaire shall be installed at the end of the bracket and shall be securely fastened, properly oriented, connected to the power supply conductors, cleaned, and ready for operation. The luminaire shall be leveled by placing an electronic (digital) level along the flat bottom face of the luminaire. All luminaires suspected of not being leveled shall be re-leveled by the Contractor at the discretion of the Engineer.

The luminaire shall be properly grounded with a No. 10 AWG equipment ground connected between the ground rod/system in the light pole base and the grounding lug in the luminaire.

Fuse holders and fuses shall be installed in the pole base.

The Contractor shall ensure that once installed the LED luminaire functions properly.

METHOD OF MEASUREMENT: This work will be measured for payment by the number of LED luminaires installed, complete and accepted.

BASIS OF PAYMENT: This work will be paid for at the contract unit price each for "LED Luminaire – Type 1" of the type and size specified, complete and accepted in place, which price shall include all materials including luminaire, LEDs, driver, surge suppressor, conductors, fuses, fuse holders, connections, leveling, grounding, and all labor, tools, equipment and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
LED Luminaire – Type 1	Ea.

ITEM #1006000A – UNDERBRIDGE LUMINAIRE – LED (WALL MOUNTED)

DESCRIPTION: This item shall consist of furnishing and installing a light emitting diode (LED) wall mounted underbridge luminaire as specified with necessary mountings, conduit, conductors, fuses, and fuseholders, completely wired and attached to the bridge pier in accordance with the plans and details.

MATERIALS: The LED luminaire shall be one of the following, or approved equal:

Holophane Lighting, model **W4GLED-30C-1000-40K-T3M-480-GYSDP**.

Lithonia Lighting, model **THWLED-30C-1000-40K-T3M-480-DNAXD**.

For LED luminaires other than the specified luminaires, the Contractor shall submit a sample fixture (if requested by the Engineer) and a manufacturer's shop drawing. A shop drawing will be required for all submitted luminaires. The Department reserves the right to disapprove any alternate luminaire based solely on photometric performance, lumen maintenance, and construction. Alternate luminaires are required to meet average illuminance and uniformity ratio as recommended by the Illuminating Engineering Society of North America (RP-8-00) for the given roadway application as calculated by the Department.

The housing of the luminaire shall be heavy-duty die-cast aluminum with an impact resistant tempered glass lens that is fully gasketed. The housing shall be completely sealed against moisture and environmental contaminants. The LED luminaire shall be IP-55 rated. The housing shall feature standard grey thermal-setting polyester powder coat paint. The fixture shall be designed for wall mounting and shall have a threaded top and back knock-out for 3/4" conduit attachment.

LED optics shall consist of sealed LED "light bars" with an IP66 rating. The luminaire optics shall provide warm white light at a standard 4000K CCT. The LEDs shall operate at a drive current of 1000mA. The luminaire shall provide an initial delivered lumen output of 8,300 lumens or greater, and shall provide an IESNA type III distribution. The luminaire shall produce a minimum of 95 lumens per watt. Integral aluminum heat sinks shall transfer heat rapidly away from the LED circuit boards.

The LED luminaire shall draw approximately 105 watts or less. The LED luminaire shall be provided with integral surge suppression protection meeting a minimum Category C low for 120-277 volts (per ANSI/IEEE C62.41.2). The LED luminaire electronic driver shall be Class 1 with a power factor >90% and THD <20%, and expected life of 100,000 hours. The luminaire shall operate at 480 volts. The luminaire shall be rated for -40°C minimum ambient. The luminaire's LM87 rating shall be greater than 100,000 hours at 25°C. The luminaire shall be supplied with a spare surge suppressor.

The LED luminaire shall carry a limited 5 year warranty on the LEDs and the Driver.

Conductors shall be #10 AWG in accordance with Article M.15.11 of the Standard Specifications. Insulation shall be THHN/THWN.

Mechanical anchors shall be stainless steel, 3/8" in diameter, with length as recommend by the manufacturer for the application and the expected load.

Flexible conduit shall be LFNC-B (Liquidtight Flexible Nonmetallic Conduit) with a trade size diameter as indicated on the plans. LFNC shall be listed for UL Standard UL1660 and marked for outdoor applications. LFNC shall be flame resistant and UV/sunlight resistant. LFNC and fittings shall be wet location rated.

The 3/4" fiberglass conduit shall be standard wall type with a minimum wall thickness of 0.070 inches. The conduit shall be reinforced thermosetting resin conduit using the single circuit filament winding process and shall be free from defects including non-circularity and foreign inclusions. The conduit shall be nominally uniform (as commercially practical) in color, density, and physical properties and shall be straight with the ends cut square to the inside diameter. Each section of conduit shall be supplied with an overall length of 20'. The conduit color shall be grey. The complete conduit system shall be UL listed and shall meet or exceed the requirements of UL 2515 Above Ground Standard. All conduit, elbows and fittings shall be durably and legibly marked in accordance with and Fittings and NEMA TC 14. All conduit joints shall feature tapered buttress threads which shall be permanently bonded using a joint adhesive supplied by the conduit manufacturer. The joint adhesive shall be applied to the conduit as specified by the manufacturer. The resin system shall be epoxy anhydride-cured with no fillers. A complete line of fittings, adapters, expansion fittings and elbows shall be available and shall be manufactured from the same materials and manufacturing process as the conduit. Expansion fittings shall be supplied by the conduit manufacturer and shall provide a minimum of 8" of lateral movement at all bridge expansion joints and 4" of lateral movement at all non-expansion locations. The conduit shall have an operating range of -40F to +250F and shall contain a ultra-violet (UV) inhibitor to meet the appropriate UL, CSA or NEMA specification. Clamps for attaching the conduit to the steel bridge structure shall be single hole type. Clamps for attaching the conduit to concrete bridge structure shall be two hole type. All clamp materials shall be rated for outdoor wet environments. Threaded rods, anchor bolts, nuts and washers shall be 316 stainless steel. When clamping the fiberglass conduit to the steel bridge structure, a slip collar shall be installed at the clamp location to allow the conduit to laterally expand within the clamp. When clamping the fiberglass conduit to the concrete bridge structure, the two hole strap shall be sized to allow the conduit to laterally expand within the strap.

CONSTRUCTION METHOD: The LED luminaire with associated conduit and conductors shall be installed in conformance with Section 10.06. The LED underbridge luminaire shall be surface mounted to the bridge pier at the location and to the dimensions as indicated on the plans. The luminaire shall be leveled, securely fastened, properly oriented, connected to the power supply conductors, cleaned, and ready for operation.

The luminaire shall be properly grounded with a No. 10 AWG equipment ground connected to the system ground wire.

Fuse holders and fuses shall be installed in the concrete handhole located adjacent to the bridge pier. The concrete handhole shall be furnished and installed under a separate bid item.

Fiberglass conduit and No. 10 AWG conductors shall be installed from the luminaire to the adjacent concrete handhole and in conformance with Section 10.08.03-1, 2. Fiberglass conduit shall be securely clamped to the structure with a clamp spacing as recommended by the NEC for reinforced thermosetting resin conduit (RTRC). Support spacing shall not exceed 3'-0" as specified in N.E.C. 355.30 or as listed by the conduit manufacturer. Clamps for attaching the conduit to the concrete bridge structure shall be two hole type. When clamping the fiberglass conduit to the concrete bridge structure, the two hole strap shall be sized to allow the conduit to laterally expand within the strap. Expansion Joints and conduit shall be supplied by the same manufacturer. All expansion joints shall be installed using the manufacturers recommended guidelines. For conduit lengths under 50 feet no expansion joints will be required. For conduit lengths between 50 feet to 200 feet one expansion joint (4" movement) shall be installed at the mid-point of the conduit. For conduit lengths over 200 feet an expansion joint (4" movement) shall be installed every 200 feet. At bridge expansion joints, conduit expansion joints shall be "double" type with an overall lateral movement of 8". In areas where structural movement or expansion is anticipated and a standard conduit expansion coupling cannot be properly installed, the Contractor can install a sufficient length of LTFNMC to account for the anticipated movement. Surface mounted conduit shall be installed where indicated on the plans; using mounting brackets and/or clamps as approved by the Department. All joints shall be glued together using the Manufacturers recommended adhesive as well as the manufactures recommended procedure. The surface of the conduit shall be dry and clean, free of dust, moisture, oil, grease, or any other contaminant. Any field cuts shall be hand sanded to remove the resin glaze and to provide mechanical adhesion. The adhesive shall be applied only within the temperature range as specified by the manufacture. The Contractor shall ensure that no adhesive has formed on the interior wall of the conduit.

The Contractor shall ensure that once installed the LED luminaire functions properly.

The spare surge suppressor shall be turned over to the project inspector for transfer to District Electrical Maintenance personnel.

METHOD OF MEASUREMENT: This work will be measured for payment by the number of underbridge luminaires installed, complete and accepted.

BASIS OF PAYMENT: This work will be paid for at the contract unit price each for "Underbridge Luminaire – LED (Wall Mounted)" of the type and size specified, complete and accepted in place, which price shall include all materials including luminaire, LEDs, driver, surge suppressor, spare surge suppressor, conductors, conduit, liquid tight flexible conduit, reducers, conduit nipples, fuses, anchors, drilling, mounting, connections, and all labor, tools, equipment and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Underbridge Luminaire – LED (Wall Mounted)	Ea.

ITEM #1006151A - REMOVE UNDERBRIDGE LUMINAIRE

DESCRIPTION: Work under this item shall consist of removal of an existing underbridge floodlight luminaire at the location shown on the plans or as directed. All removed underbridge luminaires, lamps, mountings, conduits, conductors, fuses and fuse holders shall be properly disposed of by the Contractor.

CONSTRUCTION METHODS: The Contractor shall remove an underbridge luminaire where required. The work under this item shall include the removal of the underbridge floodlight luminaire, mounting hardware, surface conduit (including condulets, device boxes, and clamps), fuse holders, fuses, and conductors. All removed materials shall be properly disposed of by the Contractor.

METHOD OF MEASUREMENT: This work will be measured for payment by the number of underbridge luminaires with associated equipment, removed and disposed of, complete and accepted.

BASIS OF PAYMENT: This work will be paid for at the contract unit price each for "Remove Underbridge Luminaire" complete, which price shall include the removal of the underbridge luminaire, (including all associated surface conduit, attachments, clamps, conductors, and associated mounting hardware), disposing, delivering, hauling, including all materials, tools, equipment, labor and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Underbridge Luminaire	Ea.

ITEM #1017052A – REMOVE SERVICE

DESCRIPTION: Work under this item shall consist of the removal of an existing electric disconnect switch (utility pole mounted) with surface mounted conduit, conductors, and aerial cable, for commuter lot lighting at the location shown on the plans.

CONSTRUCTION METHOD: The existing electric service shall not be removed until the commuter parking lot has been closed to the public. The removed service equipment, including electric disconnect switch, surface mounted conduit, conductors, aerial cable, and all connections shall be properly disposed of by the Contractor.

The Contractor shall notify the Utility Company to disconnect service 30 days prior to removing the service equipment. The Contractor shall coordinate with the Utility Company to determine work responsibilities including work to be carried out by the Contractor and work to be carried out by the Utility Company. All Utility Company construction costs associated with the electric service removal shall be paid for under this item.

METHOD OF MEASUREMENT: This work will be measured for payment by the number of services removed and delivered, complete and accepted.

BASIS OF PAYMENT: This work will be paid for at the contract unit price each for "Remove Service" which price shall include removal of the electric service as described, including all associated hauling, disposal, utility costs, equipment, labor, work and incidentals thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Service	Ea.

ITEM #1111201A – TEMPORARY DETECTION (SITE NO. 1)

ITEM #1111202A – TEMPORARY DETECTION (SITE NO. 2)

Description:

Provide a Temporary Detection (TD) system at signalized intersections throughout the duration of construction, as noted on the contract plans or directed by the Engineer. TD is intended to provide an efficient traffic-responsive operation which will reduce unused time for motorists travelling through the intersection. A TD system shall consist of all material, such as pedestrian pushbutton, accessible pedestrian signal, conduit, handholes, cable, messenger, sawcut, loop amplifier, microwave detector, Video Image Detection System (VIDS), Self-Powered Vehicle Detector (SPVD), and any additional components needed to achieve an actuated traffic signal operation.

Materials:

Material used for TD is either owned by the Contractor and in good working condition, or existing material that will be removed upon completion of the contract. Approval by the Engineer is needed prior to using existing material that will be incorporated into the permanent installation. New material that will become part of the permanent installation is not included or paid for under TD.

Construction Methods:

The work for this item includes furnishing, installation, relocating, realigning, and maintaining the necessary detection systems as to provide vehicle and pedestrian detection during each phase of construction. If not shown on the plan, program the TD modes (pulse or presence) as the existing detectors or as directed by the Engineer. If the TD method (loops, SPVD, microwave, VIDS, pushbutton, or other) it may be the Contractor's choice. The method chosen for TD must be indicated on the TD Plan submission.

The traffic signal plan-of-record, if not in the controller cabinet will be provided upon request. Ensure the controller phase mode (recall, lock, non-lock) and phase timing are correct for the TD. Adjust these settings as needed or as directed by the Engineer.

At least 30 days prior to implementation of each phase of construction submit a TD proposal to the Engineer for approval. Submit the TD proposal at the same time as the Temporary Signalization plan. Indicate the following information for each intersection approach:

- Phase Mode
- Temporary Detection Method
- Area of Detection
- Detector Mode

Submit the proposed temporary phase timing settings and the TD installation schedule with the TD proposal. See the example below.

Example Proposed Temporary Detection and Timing

Site 1

Warren, Rt. 45 at Rt. 341, Location #149-201

Approach	Phase	Phase Mode	TD Method	Area of Detection	Det Mode
<i>Rt. 45 NB</i>	<i>2</i>	<i>Min Recall</i>	<i>VIDS</i>	<i>150' from Stop Bar</i>	<i>Pulse</i>
<i>Rt. 45 SB</i>	<i>2</i>	<i>Min Recall</i>	<i>SPVD</i>	<i>150' from Stop Bar</i>	<i>Pulse</i>
<i>Rt. 341</i>	<i>4</i>	<i>Lock</i>	<i>Microwave</i>	<i>30' from Stop Bar</i>	<i>Pulse</i>
<i>Rt. 341</i>	<i>4</i>	<i>Lock</i>	<i>Pushbutton</i>	<i>At SE & SW corners</i>	<i>n/a</i>

Temporary Phase Timing Settings:

Phase	Min	Ped	Ped Clr	Ext	Max 1	Max2	Yel	Red
<i>2</i>	<i>20</i>	<i>0</i>	<i>0</i>	<i>6</i>	<i>45</i>	<i>60</i>	<i>4</i>	<i>1</i>
<i>4</i>	<i>14</i>	<i>7</i>	<i>9</i>	<i>3</i>	<i>27</i>	<i>35</i>	<i>3</i>	<i>1</i>

Scheduled TD: *July 4, 2011* **Site 2**

Scotland, Rt. 14 at Rt. 97, Location #123-201

Approach	Phase	Phase Mode	TD Method	Area of Detection	Det Mode
<i>Rt. 15 WB Left Turn</i>	<i>1</i>	<i>Non-Lock</i>	<i>VIDS</i>	<i>5' in front to 10' Behind Stop Bar</i>	<i>Presence</i>
<i>Rt. 14 EB</i>	<i>2</i>	<i>Min Recall</i>	<i>Existing Loop</i>	<i>150' from Stop Bar</i>	<i>Pulse</i>
<i>Ped Phase</i>	<i>3</i>	<i>Non-Lock</i>	<i>Pushbutton</i>	<i>At all corners</i>	<i>n/a</i>
<i>Rt. 14 WB</i>	<i>6</i>	<i>Min Recall</i>	<i>VIDS</i>	<i>150' from Stop Bar</i>	<i>Pulse</i>
<i>Rt. 97</i>	<i>4</i>	<i>Lock</i>	<i>Loop, Pre-formed</i>	<i>20' from Stop Bar</i>	<i>Pulse</i>

Temporary Phase Timing Settings:

Phase	Min	Ped	Ped Clr	Ext	Max 1	Max2	Yel	Red
<i>1</i>	<i>5</i>	<i>0</i>	<i>0</i>	<i>2</i>	<i>12</i>	<i>18</i>	<i>3</i>	<i>0</i>
<i>2 & 6</i>	<i>24</i>	<i>0</i>	<i>4</i>	<i>4</i>	<i>26</i>	<i>36</i>	<i>4</i>	<i>1</i>
<i>3</i>	<i>16</i>	<i>7</i>	<i>9</i>	<i>0</i>	<i>16</i>	<i>16</i>	<i>4</i>	<i>1</i>
<i>4</i>	<i>14</i>	<i>7</i>	<i>9</i>	<i>3</i>	<i>27</i>	<i>35</i>	<i>3</i>	<i>1</i>

Scheduled TD: *July 4, 2011*

When at any time during construction the existing vehicle or pushbutton detection becomes damaged, removed, or disconnected, install TD to actuate the affected approaches. Install and make TD operational prior to removing existing detection. TD must be operational throughout all construction phases.

Provide a list of telephone numbers of personnel who will be responsible for the TD to the Engineer. If the TD malfunctions or is damaged, notify the Engineer and place the associated phase on max recall. Respond to TD malfunctions by having a qualified representative at the site within three (3) hours. Restore detection to the condition prior to the malfunction within twenty-four (24) hours.

If the Engineer determines that the nature of a malfunction requires immediate attention and the Contractor does not respond within three (3) hours following the initial contact, then an alternative maintenance service will be called to restore TD. Expenses incurred by the State for alternative service will be deducted from monies due to the Contractor with a minimum deduction of \$500.00 for each service call. The alternate maintenance service may be the traffic signal owner or another qualified Contractor.

TD shall be terminated when the detection is no longer required. This may be either when the temporary signal is taken out of service or when the permanent detectors are in place and fully operational.

Any material and equipment supplied by the Contractor specifically for TD shall remain the Contractor's property. Existing material not designated as scrap or salvage shall become the property of the Contractor. Return and deliver to the owner all existing equipment used as TD that is removed and designated as salvage.

Method of Measurement:

Temporary Detection will be paid only once per site as a percentage of the contract Lump Sum price. Fifty percent (50%) will be paid when Temporary Detection is initially set up, approved, and becomes fully operational, and fifty percent (50%) will be paid when Temporary Detection terminates and all temporary equipment is removed to the satisfaction of the Engineer.

Basis of Payment:

This work will be paid at the contract Lump Sum price for "Temporary Detection (Site No.)". The price includes furnishing, installing, relocating, realigning, maintaining, and removing, the necessary detection systems and all incidental material, labor, tools, and equipment. This price also includes any detector mode setting changes, timing or program modifications to the controller that are associated with TD. All Contractor supplied material that will remain the Contractor's property will be included in the contract Lump Sum price for "Temporary Detection (Site No.)". Any items installed for TD that will become part of the permanent installation will not be paid for under this item but are paid for under the bid item for that work.

<u>Pay Item</u>	<u>Pay Unit</u>
Temporary Detection (Site No.)	L. S.

ITEM #1111451A - LOOP DETECTOR SAWCUT

11.11.02 – Materials:

Replace Article M.16.12 with the following:

Sawcut:

(a) Wire in sawcut:

- International Municipal Signal Association (IMSA) Specification 51-7, single conductor cross-linked polyethylene insulation inside polyethylene tube.
- # 14 AWG

(b) Sealant:

(1) Polyester Resin Compound

- Two part polyester which to cure, requires a liquid hardener.
- Use of a respirator not necessary when applied in an open air environment.
- Cure time dependent on amount of hardener mixed.
- Flow characteristics to guarantee encapsulation of loop wires.
- Viscosity: 4000 CPS to 7000 CPS at 77 degrees Fahrenheit (25° C).
- Form a tack-free skin within 25 minutes and full-cure within 60 minutes at 77 degrees Fahrenheit (25° C).
- When cured, resist effects of weather, vehicular abrasion, motor oil, gasoline, antifreeze, brake fluid, de-icing chemicals, salt, acid, hydrocarbons, and normal roadway encounters.
- When cured, maintain physical characteristics throughout the ambient temperature ranges experienced within the State of Connecticut.
- When cured, bonds (adheres) to all types of road surfaces.
- Weight per Gallon (3.8 l): 11 lbs ±1 lb (5kg ± .45kg)
- Show no visible signs of shrinkage after curing.
- 12 month shelf life of unopened containers when stored under manufacturers specified conditions.
- Cured testing requirements:
 - Gel time at 77 degrees F (25° C): 15 - 20 minutes, ASTM C881, D-2471
 - Shore D Hardness at 24 hours: 55-78, ASTM D-2240
 - Tensile Strength: > 1000 psi (6895 kPa), ASTM D-638
 - Elongation: 18 - 20 %, ASTM D-638
 - Adhesion to steel: 700 - 900 psi (4826 - 6205 kPa), ASTM D-3163
 - Absorption of water, sodium chloride, oil, and gasoline: < 0.2%, ASTM D-570
- Include in the Certificate of Compliance:
 - Manufacturer's confirmation of the uncured and cured physical properties stated above.
 - Material Safety Data Sheet (MSDS) stating sealant may be applied without a respirator in an open air environment.
- Designed to allow clean-up without the use of solvent that is harmful to the workers and the environment.

(2) Elastosmeric Urethane Compound:

- One part urethane which to cure, does not require a reactor initiator, or a source of thermal energy prior to or during its installation.
- Use of a respirator not necessary when applied in an open air environment.

- Cure only in the presence of moisture.
- Flow characteristics to guarantee encapsulation of loop wires.
- Viscosity such that it does not run out of the sawcut in sloped pavement during installation; 5000 CPS to 85,000 CPS.
- Form a tack-free skin within 24 hours and 0.125 inch (0.33mm) cure within 30 hours at 75 degrees Fahrenheit (24° C).
- When cured, resist effects of weather, vehicular abrasion, motor oil, gasoline, antifreeze, brake fluid, de-icing chemicals, salt, acid, hydrocarbons, and normal roadway encounters.
- When cured, maintain physical characteristics throughout the ambient temperature ranges experienced within the State of Connecticut.
- Show no visible signs of shrinkage after curing.
- Shelf life when stored under manufacturers specified conditions:
 - Caulk type cartridges: minimum 9 months
 - Five gallon containers: minimum 12 months
- Designed for application when the pavement surface temperature is between 40 and 100 degrees Fahrenheit (4° and 38° C).
- Uncured testing requirements:
 - Weight/Gallon: ASTM D-1875
 - Determination of Non-volatile Content: ASTM D-2834
 - Viscosity: ASTM D-1048B
 - Tack-free Time: ASTM D-1640
- Cured testing requirements:
 - Hardness: ASTM D-2240
 - Tensile Strength & Elongation: ASTM D-412A
- Include in the Certificate of Compliance:
 - Manufacturer's confirmation of the uncured and cured physical properties stated above.
 - Material Safety Data Sheet (MSDS) stating sealant may be applied without a respirator in an open air environment.
- Designed to allow clean-up without the use of solvent that is harmful to the workers and the environment.

3. Miscellaneous:

(a) Liquidtight Flexible Nonmetallic Conduit

- UL listed for direct burial
- UL 1660
- Smooth polyvinyl chloride inner surface

(b) Water Resistant Pressure Type Wire Connector

- UL listed for direct burial and wet locations
- UL 486D

11.11.03 - Construction methods:

2. Loop Detector Sawcut

- Loop size, number of turns, and location is shown on the intersection plan.
- Do not cut through a patched trench, damaged or poor quality pavement without the approval of the Engineer.
- Wet-cut pavement with a power saw using a diamond blade $\frac{3}{8}$ inch (9.5mm) wide. Dry-cut is not allowed.
- Ensure slot depth is between 1 $\frac{3}{4}$ inch to 2.0 inch (45mm to 50mm).
- Overlap corners to ensure full depth of cut.

- To prevent wire kinking and insulation damage, chamfer inside of corners that are ≤ 120 degrees.
- Clean all cutting residue and moisture from slot with oil-free compressed air. Ensure slot is dry before inserting wire and sealing sawcut.
- Cut home-run, from loop to curb or edge-of-road, as shown on the typical installation sheet.
- To prevent cross-talk and minimize electrical interference, twist home-run wires, from edge of road to handhole, with at least 5 turns per foot (16 turns per meter). Tape together twisted home-run wires at 2 foot (0.6 meter) \pm intervals.
- In new or resurfaced pavement, install loops in the wearing course. If the wearing course is not scheduled for immediate placement (within 24 hours) after the base course, provide temporary detection when directed by the Engineer. Temporary detection may be sawcut loops, preformed loops, microwave sensor, video, or other method approved by the Engineer.
- Splice(s) not allowed anywhere in loop wire either in loop or in home-run.
- Ensure wires are held in place at bottom of slot by inserting at 2 foot (0.6 m) intervals, 1 inch sections of foam backer rod or wedges formed from 1 inch (25mm) sections of the polyethylene tubing. Loop detectors with wires that have floated to the top of the sealant will not be accepted.
- To create a uniform magnetic field in the detection zone, wind adjacent loops in opposite directions.
- Use **polyester compound** as the sealant unless another type is allowed by the Engineer.
- Mix hardening agent into polyester resin with a power mixer or in an application machine designed for this type of sealant in accordance with the manufacturer's instructions.
- Apply the loop sealant in accordance with the manufacturer's instructions and the typical installation sheet. Do not apply sealant when pavement temperature is outside the manufacturers recommended application range.
- Solder splice the loop wires to the lead-in cable and install water resistant connector as shown on the typical installation sheet.
- Test the loop circuit resistance, inductance, and amplifier power-interruption as shown on the typical installation sheet. Document all test results.

3. Damaged, Patched, or Excessively Worn Pavement

- Where the existing pavement is damaged, patched or excessively worn and is found to be not suitable for reliable loop detection, notify the Engineer.
- When directed by the Engineer, remove and replace an area of pavement to allow the proper installation of the loop.
- Remove a minimum of 3 inches (75mm) depth.
- Comply with the applicable construction methods of Section 2.02 Roadway Excavation, Formation Of Embankment and Disposal of Surplus Material, and Section 4.06 Bituminous Concrete, such as:
 - Cut Bituminous Concrete
 - Material for Tack Coat
 - Bituminous Concrete Class 1

4. Re-surface/Overlay Project

- Prior to disconnecting the existing loop confirm that the amplifier is operating properly and is programmed according to plan. Document loop operation. Report any discrepancies and malfunctions to Engineer.
- Remove all abandoned sawcut home-run wire from handhole.
- Sawcut new loop according to plan.

- Solder splice new loop wires to the existing lead-in cable and install new water resistant twist connectors as shown on the typical installation sheet. Do not re-use the removed connectors.
- Test the loop circuit resistance and inductance. Document results.
- Ensure the existing loop amplifier has re-tuned to the new loop and is operating according to plan.

11.11.04 – Method of Measurement:

Loop Detector Sawcut is measured by the number of linear feet (meters) of installed, tested, operating, and accepted sawcut only where there is loop wire. Over-cuts at corners that do not contain wire are not measured.

11.11.05 – Basis of Payment:

Loop Detector Sawcut is paid at the contract unit price per linear foot (meter). The price includes sawcut, loop wire, sealant, liquidtight flexible nonmetallic conduit, duct seal, water resistant splice connectors, testing, incidental material, equipment, and labor.

Pay Item
Loop Detector Sawcut

Pay Unit
l.f. (m)

ITEM #1118101A – TEMPORARY SIGNALIZATION

ITEM #1118151A – TEMPORARY SIGNALIZATION

Description:

Provide Temporary Signalization (TS) at the intersections shown on the plans or as directed by the Engineer.

1. Existing Signalized Intersection: Keep each traffic signal completely operational at all times during construction through the use of existing signal equipment, temporary signal equipment, new signal equipment, or any combination thereof once TS has started as noted in the section labeled Duration.

2. Unsignalized Intersection: Provide TS during construction activities and return to existing unsignalized conditions upon project completion. Furnish, install, maintain, and relocate equipment to provide a complete temporary traffic signal, including but not limited to the necessary support structures, electrical energy, vehicle and pedestrian indications, vehicle and pedestrian detection, pavement markings, and signing.

Materials:

- Pertinent articles of the Standard Specifications
- Supplemental Specifications and Special Provisions contained in this contract

Construction Methods:

Preliminary Inspection

In the presence of the Engineer and a representative from the DOT Electrical Maintenance Office (Town representative for a Town owned signal), inspect and document the existing traffic signal's physical and operational condition prior to Temporary Signalization. Include but do not limit the inspection to the following:

- Controller Assembly (CA)
 - Controller Unit (CU)
 - Detection Equipment
 - Pre-emption Equipment
 - Coordination Equipment
- Vehicle and Pedestrian Signals
- Vehicle and Pedestrian Detectors
- Emergency Vehicle Pre-emption System (EVPS) *
- Interconnect Cable and Splice Enclosures
- Support Structures
- Handholes, Conduit and Cable

It may be necessary to repair or replace equipment that is missing, damaged, or malfunctioning. Develop a checklist of items for replacement or repair after the inspection. If authorized by the Engineer, this work will be considered "Extra Work" under Article 1.09.04.

* At a State owned signal the EVPS equipment is usually owned by the municipality. It is recommended to apprise the municipality of the inspection schedule and results.

TS Plan

At least 30 days prior to implementation of each stage, submit a 1:40 (1:500 metric) scale TS plan for each location to the Engineer for review and comment. Include but do not limit the plan to the following:

- Survey Ties
- Dimensions of Lanes, Shoulders, and Islands
- Slope Limits
- Clearing and Grubbing Limits
- Signal Phasing and Timing
- Location of Signal Appurtenances such as Supports, Signal Heads, Pedestrian Push buttons, Pedestrian Signals
- Location of Signing and Pavement Markings (stop bars, lane lines, etc.)
- Location, method, and mode of Temporary Detection

Review of the TS plan does not relieve the Contractor of ensuring the TS meets the requirements of the MUTCD. A copy of the existing traffic signal plan for State-owned traffic signals is available from the Division of Traffic Engineering upon request. Request existing traffic signal plans for Town-owned traffic signals from the Town. Do not implement the TS plan until all review comments have been addressed.

Earthwork

Perform the necessary clearing and grubbing and the grading of slopes required for the installation, maintenance, and removal of the TS equipment. After TS terminates restore the affected area to the prior condition and to the satisfaction of the Engineer.

Maintenance and Protection of Traffic

Furnish, install, maintain, relocate, and remove signal-related signing (lane-use, signal ahead, NTOR, etc.) and pavement markings as needed. Install, relocate, and/or remove equipment in a manner to cause no hazard to pedestrians, traffic or property. Maintain traffic as specified in the Special Provisions "Prosecution and Progress" and "Maintenance and Protection of Traffic."

Electrical Service and Telephone Service at Existing Signalized Intersections

If the electrical service or the telephone service source must be changed or relocated make all arrangements with the utility company and assume all charges. The party previously responsible for the monthly payment of service shall continue to be responsible during TS.

Electrical Service at Unsignalized Intersections

Assume all charges and make all arrangements with the power company, including service requests, scheduling, and monthly bills in accordance with Section 10.00.12 and Section 10.00.13 of the Standard Specifications,. A metered service is recommended where TS equipment will be removed when no longer needed.

Temporary Signalization

Furnish, install, maintain, relocate, and remove existing, temporary, and proposed traffic signal equipment and all necessary hardware; modify or furnish a new CA; reprogram the CU phasing and timing; as many times as necessary for each stage/phase of construction to maintain and protect traffic and pedestrian movements as shown on the plans or as directed by the Engineer.

Inspection

When requested by the Engineer, the TS will be subject to a field review by a representative of the Division of Traffic Engineering and/or the Town, which may generate additional comments requiring revisions to the temporary signal.

Detection

Provide vehicle detection on the existing, temporary, and/or new roadway alignment for all intersection approaches that have existing detection, that have detection in the final condition as shown on the signal plan, or as directed by the Engineer. Keep existing pedestrian pushbuttons accessible and operational at all times during TS. Temporary Detection is described and is paid for under Item # 11112XXA - Temporary Detection (Site No. X)

Emergency Vehicle Pre-emption System (EVPS)

Furnish, install, maintain, relocate, and remove the equipment necessary to keep the existing EVPS operational as shown on the plan. Do not disconnect or alter the EVPS without the knowledge and concurrence of the Engineer and the EVPS owner. Schedule all EVPS relocations so that the system is out of service only when the Contractor is actively working. Ensure EVPS is returned to service and is completely operational at the end of the work day. Keep the EVPS owner apprised of all changes to the EVPS.

Coordination

Furnish, install, maintain, relocate, and remove the equipment necessary to keep the intersection coordinated to adjacent signals as shown on the plan. Do not disconnect the interconnect without the approval of the Engineer.

- Closed Loop System: If it is necessary to disconnect the communication cable, notify the Engineer and the Bridgeport Operation Center (BOC) or the Newington Operation Center (NOC) prior to disconnect and also after it is reconnected.
- Time Base System: Program and synchronize all Time Clock/Time Base Coordination (TC/TBC) units as necessary.

Maintenance

Once TS is in effect, assume maintenance responsibilities of the entire installation in accordance with Section 1.07.12 of the Standard Specifications. Notify the Engineer for the project records the date that Temporary Signalization begins. Notify the following parties that maintenance responsibility has been transferred to the Contractor:

Signal Owner
CT DOT Electrical Maintenance Office
Local Police Department

Provide the Engineer a list of telephone numbers of personnel who will be on-call during TS. Respond to traffic signal malfunctions by having a representative at the site within three hours from the initial contact. Within twenty-four (24) hours have the traffic signal operating according to plan.

If the Engineer determines that the nature of a malfunction requires immediate attention and/or the Contractor does not respond within three (3) hours, then an alternate maintenance service will be called to repair the signal. Expenses incurred by the alternate maintenance service for each call will be deducted from monies due to the Contractor with a minimum deduction of \$1,000. The alternate maintenance service may be the owner of the signal or another qualified electrical contractor.

Duration

Temporary Signalization shall commence when any existing signal equipment is disturbed, relocated, or altered based on the inspection checklist in any way for the TS.

For intersections with a State furnished controller, TS terminates when the inspection of the permanent signal is complete and operational and is accepted by the Engineer. For intersections with a Contractor furnished controller, Temporary Signalization terminates at the beginning of the 30 day test period for the permanent signal.

Ownership

Existing equipment, designated as salvage, remains the property of the owner. Salvable equipment will be removed and delivered to the owner upon completion of use. Temporary equipment supplied by the Contractor remains the Contractor's property unless noted otherwise.

Method of Measurement:

Temporary Signalization shall be paid only once per site on a percentage of the contract Lump Sum price. Fifty percent (50%) shall be paid when TS is operational as shown on the plan or to the satisfaction of the Engineer. Fifty percent (50%) shall be paid when TS terminates.

Basis of Payment:

This work shall be paid at the contract Lump Sum price for "Temporary Signalization" for each site. This price includes the preliminary inspection, TS plan for each stage/phase, furnishing, installing, maintaining, relocating and revising traffic signal equipment, controller assembly modifications, controller unit program changes such as phasing and timing, removing existing, temporary, and proposed traffic signal equipment, arrangements with utility companies, towns or cities including the fees necessary for electric and telephone service, clearing and grubbing, grading, area restoration and all necessary hardware, materials, labor, and work incidental thereto.

All material and work for signing and pavement markings is paid for under the appropriate Contract items.

All material and work necessary for vehicle and pedestrian detection for TS is paid for under item 1111201A - Temporary Detection (Site No. 1) or item 1111202A - Temporary Detection (Site No. 2).

All Contractor supplied items that will remain the Contractor's property shall be included in the contract Lump Sum price for "Temporary Signalization."

Any items installed as part of the permanent installation are not paid for under this item but are paid for under the bid item for that work.

<u>Pay Item</u>	<u>Pay Unit</u>
Temporary Signalization	L.S.

PERMITS AND/OR REQUIRED PROVISIONS

The following Permits and/or and Required Provisions follow this page are hereby made part of this Contract.

- **PERMITS AND/OR PERMIT APPLICATIONS**

No Permits are required for this contract

- **Construction Contracts - Required Contract Provisions (FHWA Funded Contracts)**

Construction Contracts - Required Contract Provisions (FHWA Funded Contracts)

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- 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 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**

Bridgeport – Stamford – Norwalk – Danbury	10.2%
6.9%	

Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield
Greenwich	Milford	Monroe	New Canaan
New Fairfield	Newton	Norwalk	Redding
Shelton	Stamford	Stratford	Trumbull
Weston	Westport	Wilton	

Hartford – Bristol – New Britain	6.9%
6.9%	

Andover	Avon	Berlin	Bloomfield
Bolton	Bristol	Burlington	Canton
Colchester	Columbia	Coventry	Cromwell
East Granby	East Hampton	East Hartford	East Windsor
Ellington	Enfield	Farmington	Glastonbury
Granby	Hartford	Hebron	Manchester
Marlborough	New Britain	New Hartford	Newington
Plainville	Plymouth	Portland	Rocky Hill
Simsbury	South Windsor	Southington	Stafford
Suffield	Tolland	Vernon	West Hartford
Wethersfield	Willington	Windsor	Windsor Locks

New Haven – Waterbury – Meriden	9.0%
6.9%	

Beacon Falls	Bethany	Branford	Cheshire
Clinton	East Haven	Guilford	Hamden
Madison	Meriden	Middlebury	Naugatuck
New Haven	North Branford	North Haven	Orange
Prospect	Southbury	Thomaston	Wallingford
Waterbury	Watertown	West Haven	Wolcott
Woodbridge	Woodbury		

New London – Norwich	4.5%
6.9%	

Bozrah	East Lyme	Griswold	Groton
Ledyard	Lisbon	Montville	New London
Norwich	Old Lyme	Old Saybrook	Preston
Sprague	Stonington	Waterford	

Non SMSA

Female

Minority

Litchfield – Windham			5.9%
6.9%			
Abington	Ashford	Ballouville	Bantam
Barkhamsted	Bethlehem	Bridgewater	Brooklyn
Canaan	Canterbury	Central Village	Cahplin
Colebrook	Cornwall	Cornwall Bridge	Danielson
Dayville	East Canaan	East Killingly	East Woodstock
Eastford	Falls Village	Gaylordsville	Goshen
Grosvenor Dale	Hampton	Harwinton	Kent
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. 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 00255 I-395 Over Route 85

2a) Diver Tenders	32.60	25.34
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3) Divers	41.06	25.34
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03a) Millwrights	33.14	25.74
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	49.75	21.05
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4a) Painters: Brush and Roller	33.62	21.05
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4b) Painters: Spray Only	36.62	21.05
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4c) Painters: Steel Only	35.62	21.05
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Project: Rehabilitation Of Bridge Number 00255 I-395 Over Route 85

4d) Painters: Blast and Spray	36.62	21.05
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4e) Painters: Tanks, Tower and Swing	35.62	21.05
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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)	37.50	27.91+3% of gross wage
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6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
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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
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---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.05	20.10
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Project: Rehabilitation Of Bridge Number 00255 I-395 Over Route 85

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	30.30	20.10
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10) Group 3: Pipelayers	30.55	20.10
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	30.55	20.10
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12) Group 5: Toxic waste removal (non-mechanical systems)	32.05	20.10
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13) Group 6: Blasters	31.80	20.10
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Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.05	20.10
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Group 8: Traffic control signalmen	16.00	20.10
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Project: Rehabilitation Of Bridge Number 00255 I-395 Over Route 85

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

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	20.10 + a
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13b) Brakemen, Trackmen	31.28	20.10 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	31.28	20.10 + a
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15) Form Erectors	31.60	20.10 + a
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---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	20.10 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	20.10 + a
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18) Miners	32.22	20.10 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

18a) Blaster	38.53	20.10 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	20.10 + a
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Project: Rehabilitation Of Bridge Number 00255 I-395 Over Route 85

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	20.10 + a
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21) Mucking Machine Operator	39.11	20.10 + a
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---TRUCK DRIVERS---(*see note below)

Two axle trucks	29.13	23.33 + a
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Three axle trucks; two axle ready mix	29.23	23.33 + a
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Three axle ready mix	29.28	23.33 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	23.33 + a
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Project: Rehabilitation Of Bridge Number 00255 I-395 Over Route 85

Four axle ready-mix	29.38	23.33 + a
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Heavy duty trailer (40 tons and over)	29.58	23.33 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	23.33 + a
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---POWER EQUIPMENT OPERATORS---		
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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
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.05 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.05 + a
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Project: Rehabilitation Of Bridge Number 00255 I-395 Over Route 85

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 00255 I-395 Over Route 85

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 00255 I-395 Over Route 85

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.05 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	33.04	24.05 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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Project: Rehabilitation Of Bridge Number 00255 I-395 Over Route 85

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

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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Project: Rehabilitation Of Bridge Number 00255 I-395 Over Route 85

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

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Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

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 requires 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. 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;
- (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