TABLE OF CONTENTS OF SPECIAL PROVISIONS

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

Table of Contents

OCTOBER 24, 2018
FEDERAL AID PROJECT NO.: N/A
STATE PROJECT NO. 78-94

MAINTENANCE FACILITY TANK REPLACEMENT

Town of Marlborough

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 MAINTENANCE FACILITY TANK REPLACEMENT in the Town of Marlborough.

CONTRACT TIME AND LIQUIDATED DAMAGES

One Hundred Fifty Four (154) calendar days will be allowed for completion of the work on this Project and the liquidated damages charge to apply will be One Thousand Six Hundred Dollars ($1,600.00) per calendar day.

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 - PROJECT DESCRIPTION

The Project consists of the replacement of the motor fueling facility on the site of the existing maintenance facility at 64 South Main Street in Marlborough, Connecticut as shown and described in the Contract.

The work includes replacement of the motor fuel underground storage tanks with aboveground storage tanks, replacement of the motor fuel island with dispensers mounted to the tanks for unleaded gasoline and diesel fuel.

Environmental work associated with this facility consists includes work with polluted soils and developing an Environmental Health and Safety Plan, as further specified in the NOTICE TO CONTRACTOR – ENVIRONMENTAL INVESTIGATIONS.

NOTICE TO CONTRACTOR - SUBMITTALS

Unless otherwise noted, the Designer will be the "submittal reviewer."

Any Product Samples that are to be sent to the Designer requiring review for conformance with the Contract shall be transmitted by letter and hand delivered or sent by mail directly to Mr. Christopher Bonsignore, P.E., Transportation Principal Engineer, Facilities Design, Bureau of Engineering and Construction, Connecticut Department of Transportation, 2800 Berlin Turnpike, P.O. Box 317546, Newington, CT 06131-7546, Room 3405.

The Engineer will be the "submittal reviewer" for the following materials:

Concrete Mix Design Certifications
Asphalt Mix Design Certifications
Erosion Control Plan and Materials
Demolition Plan
Disposal Plan
Welding (Welder) Certificates
Certified Test Reports, Material Certificates, etc. from Form 817 Standard Items (non "A" Items from Bid List)
"Non-A" items, including those items in CSI-formatted Specifications
All test reports identified in CSI-formatted Specifications

Environmental Compliance will be the "submittal reviewer" for review of work identified in the following special provisions:

1. Item No. 0100071A – Removal and Disposal of Underground Petroleum StorageTanks.
2. Item No. 0101000A – Environmental Health and Safety.
3. Item No. 0101143A – Handling and Disposal of Regulated Items
4. Item No. 0101128A – Securing, Construction, and Dismantling of Waste Stockpile Area.
5. Item No. 0101117A – Controlled Materials Handling.
6. Item No. 0202315A – Disposal of Controlled Materials.
7. Item No. 0202318A – Management of Reusable Controlled Material.

The Contractor shall send submittals e-mail alerts to the following key personnel:

Designer (Project Engineer): Jesse A. Benson
Designer (Project Manager): Michael J. Strong

Other key construction personnel will be identified at the Pre-Construction Meeting.

NOTICE TO CONTRACTOR - EARLY SUBMITTALS

The Contractor is hereby advised that the Department has identified the potential need to order certain materials and equipment, and thereby submit certain submittals for approval early in the construction process to ensure the Project is completed within the allowable Contract Time. Submittals shall be in accordance with Form 817 Article 1.20-1.05.02. The following items have been identified:

Aboveground Storage Tanks

The following items have been identified as possibly requiring early submission for purposes of project coordination and project work scheduling:

Baseline Critical Path Schedule
Contractor's Submittal Schedule

The lists above are not intended to be all-inclusive and do not relieve the Contractor from coordinating the activities of its subcontractors and suppliers. The Contractor will not be permitted to perform any physical work on the Project without the approval of the required submittals. Failure to properly plan for long lead items within the Contract schedule will not be justification for additional construction time.

It is recommended that the Contractor identify early in the construction sequencing process the subcontractors and suppliers associated with long lead-time items and submit accordingly upon Award.

NOTICE TO CONTRACTOR - CLOSEOUT DOCUMENTS

General: The list of special provisions (including CSI-formatted specifications) in the Table below may not be all-inclusive and does not relieve the Contractor from its responsibility to provide spare parts, operation and maintenance manuals, training, and warranties that are required under other Contract provisions.

Spare Parts: The Contractor shall deliver spare parts on products listed in the Table below to the Project Site.

Operation and Maintenance Manuals: Submit in accordance with Form 817 Article 1.20-1.08.14. The Designer and the Owner (Mr. David A. Hartley, Office of Property and Facilities Services) will review the manuals for conformance to the Contract.

Product Maintenance Manual: The Contractor shall provide complete information in the materials and finishes manual on products listed in the Table below.

Equipment and Systems Maintenance Manuals: The Contractor shall provide complete information in the equipment and systems manual on products listed in the Table below.

Training: The Contractor shall provide training on products listed in the Table below.

Warranties: Submit in accordance with Form 817 Article 1.20-1.08.14. The Designer and the Owner will review the warranties for conformance to the Contract.

The Contractor shall provide special warranties on products and installations listed in the Table.

TABLE

Special Provision (including CSI-formatted Specifications)	Warranties	Spare Parts	Training	Operation and Maintenance Manuals
CSI Section 300500, "Temporary Maintenance Work Area"	X			

NOTICE TO CONTRACTOR - CAD FILES

The Contractor is hereby advised that CAD files will not be provided to construction contract bidders, the Contractor, or any subcontractor. Contract documents, including plans, are provided in Portable Document Format (PDF).

The Department AEC Applications unit has prepared technical reference materials on extending the utility of PDF contract plan sheets. See the Repurposing PDF Contract Plan Sheets web page (http://www.ct.gov/dot/cwp/view.asp?a=2288&Q=567262&PM=1).

The Contractor shall bid the Project accordingly.

Date 09/17/18

NOTICE TO CONTRACTOR - ENVIRONMENTAL INVESTIGATIONS

An environmental site investigation has been conducted that involved the sampling and laboratory analysis of soil collected from various locations and depths within the project limits. The results of these investigations indicated the presence of detectable concentrations of extractable total petroleum hydrocarbons (ETPH), volatile organic compounds (VOCs), and polynuclear aromatic hydrocarbons (PAH) in the soils within proposed construction area. The DEEP groundwater classification beneath the site is GA. Based on the findings, one (1) "Low Level" Area of Environmental Concern (LLAOEC) exists within the proposed project limits, where the compounds detected were at concentrations below the numeric criteria. The presence of the compounds at these concentrations will not require material-handling measures beyond those required for normal construction operations. The presence of these compounds at these concentrations will require the disposition of soils excavated from these areas to be restricted as described herein. Material excavated from within the LLAOEC that cannot be reused within the Project limits, or if deemed by Engineer otherwise, will require disposal at an approved treatment/disposal facility in accordance with Item No. 0202315A - Disposal of Controlled Materials.

Due to the contents stored within the USTs (gasoline and diesel), the potential exists for soil contamination immediately adjacent to and/or below the tanks, piping and fuel dispensers scheduled for removal. Therefore, soil encountered (that requires excavation) during the removal of the two USTs, fuel dispenser, and associated piping will be field evaluated by the Department's environmental consultant and determined if it should be handled as controlled material.

The Contractor is hereby notified that controlled materials requiring special management or disposal procedures may be encountered during construction activities conducted within the project limits. Therefore, the Contractor will be required to implement appropriate health and safety measures for all construction activities to be performed within the LLAOEC. 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 IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

As the "Generator", CTDOT will provide an authorized representative to sign all manifests and waste profile documentation required by disposal facilities for disposal of contaminated materials.

All suitable material excavated within the LLAOEC shall be utilized as fill/backfill within the project limits, in accordance with the following conditions: (1) such soil is deemed to be structurally suitable for use as fill by the Engineer; (2) such soil is not placed below the water table; 3) the DEEP groundwater classification of the area where the soil is to be reused as fill

does not restrict reuse; and (4) such soil is not placed in an area subject to erosion. If soil from the LLAOEC cannot be re-used within the project limits for any reason, it should be transported to the WSA for characterization and off-site disposal. Soils within the LLAOEC are to be reused on site prior to the use of other soils and/or fill such that no excess soils requiring off-site disposal are generated from the LLAOEC.

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

- Item No. 0101000A - Environmental Health and Safety
- Item No. 0100071A – Removal and Disposal of Underground Petroleum Storage Tank
- Item No. 0101117A - Controlled Materials Handling
- Item No. 0101128A - Securing, Construction and Dismantling of a Waste Stockpile and Treatment Area
- Item No. 0101143A – Handling and Disposal of Regulated Items
- Item No. 0202315A - Disposal of Controlled Materials
- Item No. 0202318A - Management of Reusable Controlled Material

The Contractor is alerted to the fact that a CTDOT environmental consultant will be on site for UST removal and excavation activities within the LLAOEC, to collect soil and groundwater samples and to observe site conditions for the Department. **The WSA on the plans is to be used exclusively for temporary stockpiling of excavated materials from within project limits for determination of disposal classification. Access to the WSA may be limited. The Contractor shall co-ordinate with the Marlborough Maintenance Facility supervisor for WSA access.**

Information pertaining the environmental investigations can be found in the document listed below. The testing results in this report indicate levels of various contaminants that the Contractor may encounter during construction. Actual levels found during construction may vary and such variations will not be considered a change in condition provided the material can still be disposed as non-hazardous at one or more of the disposal facilities listed in Item No. 0202315A - Disposal of Controlled Materials. These documents shall be available for review at the Office of Contracts, 2800 Berlin Turnpike, Newington, Connecticut.

- Task 210 – Subsurface Site Investigation. Marlborough Maintenance Facility: 64 South Main Street, Marlborough, Connecticut. Diversified Technology Consultants, Inc. July 2018.

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 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES

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

Add the following after the only paragraph:

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

SECTION 1.20 - GENERAL CLAUSES FOR FACILITIES CONSTRUCTION

1.20-1.00 – Facilities Construction – General:

Delete the first paragraph and replace with the following:

"The Department has determined that this Project is Facilities Construction and therefore Section 1.20 applies."

1.20-1.05.02— Facilities Construction – Contractor Submittals:

Replace #1, #2, and #3.

1. General: If the plans prepared by the Department do not show complete details, they will show the necessary dimensions and preliminary details, which when used along with the other Contract documents, will enable the Contractor to prepare submittals necessary to complete the Contract work.

The Contractor is required to prepare submittals as Portable Document Format (PDF) files using Bluebeam Revu.

The Contractor is also required to acquire and maintain access to the Department's Bentley ProjectWise data management system portal. The minimum recommended internet speed is 25MB/sec. For reference, the Department's internet speed is 1 GB/sec.

The Contractor shall submit a "CT DOT ProjectWise – New User Form" to request user names and passwords. The Department will permit Web-based access and no more than 2 users for the Contractor.

The entry/log-in procedure is described in Section 3.2 of the CT DOT Digital Project Development Manual.

2. Submittal Preparation and Processing: The Contractor shall:

(a) Coordinate preparation and processing of submittals with performance of construction activities;

(b) Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay;

(c) Coordinate each submittal with fabrication, purchasing, testing, delivery, and other submittals and related activities that require sequential activity;

(d) Provide complete submittal packages as multi-page PDF's (Working Drawings, Shop Drawings, Product Data, Product Samples, and Quality Assurance Submittals, as applicable) for related elements of Project work for a concurrent review of all information. Incomplete submittal packages will be returned to the Contractor without being reviewed. Electronic PDF packages shall be limited to 75 MB unzipped; larger PDF packages will need to be broken up.

The Contractor shall allow at least 21 calendar days for initial submittal review by the submittal reviewer, and allow additional time for such review if processing must be delayed to permit

coordination with subsequent submittals. If a subsequent submittal is necessary, the Contractor shall allow at least 21 additional calendar days for processing each subsequent submittal. The submittal reviewer reserves the right to withhold action on a submittal if coordination with other submittals is necessary, until all related submittals are received. The submittal reviewer will promptly inform the Contractor when a submittal being processed must be delayed for such coordination.

The Contractor shall allow at least 28 calendar days for outside agency review of any submittal requiring their approval, including but not limited to the following: any utility, FTA, any railroad, DEEP, U.S. Coast Guard, Army Corps of Engineers, FM Global, and any Commissioning Authority.

The Engineer will not authorize an extension of Contract time because of the Contractor's failure to transmit submittals to the submittal reviewer or outside agencies sufficiently in advance of the work to permit processing.

The Contractor shall be limited to one acceptable submittal per product. Once a product has been accepted either as originally specified, or as an "Or Equal" to the product specified, the Contractor may elect to submit a subsequent product for consideration, but the Contractor shall be required to reimburse the Department for all costs associated with reviewing the subsequent request.

The Contractor shall attach a Submittal Transmittal Form to the beginning of each PDF submittal package. A blank Submittal Transmittal Form is located in ProjectWise "01.0 – Projects-Active" under the subfolder "120_Contractor_Submittals (PDF)" under the project number main folder. This form will be used for the Contractor to digitally certify that "Having reviewed this submittal, I certify that it is complete, accurate, coordinated in all aspects of the item being submitted and conforms to the requirements of the Contract in all respects, including all Federal requirements such as "Buy America", except as otherwise noted." The digital certification process is detailed in Section 2 of the CT DOT Digital Project Development Manual.

3. Transmittal of Submittals: The digitally certified PDF submittal package shall be uploaded into ProjectWise "01.0 – Projects-Active" under the subfolder "120_Contractor_Submittals (PDF)" under the project number main folder. The upload process is detailed in Section 3.2.1-3 of the CT DOT Digital Project Development Manual. The submittal reviewer will not act on submittals received in any other manner.

The Contractor shall attribute the submittal packages in ProjectWise using the following the following attributes and naming conventions:

a) Discipline: CTR
b) Main Category: CONTRACTOR
c) Sub Category: SUBMITTAL
d) Label: "XXX-Spec Reference-##"

1. "XXX" is the chronological submittal number created by the Contractor starting at 001.
2. "Spec Reference" is the 7-digit Contract Item No. (no "A" shall be included) for individual Contract items or is the 6-digit CSI Section number preceded by a "C" (making it a total of 7 digits) for the MLSI.
3. "##" is the submission attempt (01, 02, 03, etc.) of the submittal.

e) Description: Brief description of submittal content labeled "Submittal – *submittal content*."

The first submission for a particular item is the "01" submittal. Subsequent resubmittals (02, 03, etc.) are transmitted as described above only for those submittals or portions thereof returned to the Contractor with a "Revise and Resubmit" or "Rejected" disposition. The chronological submittal number shall not be revised on a resubmittal.

After uploading an initial or subsequent submittal, the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the PDF submittal within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: *Project Number - "XXX-Spec Reference-##" – "Description."* The submittal review time begins when the submittal reviewer is notified by e-mail.

In the 4th paragraph of subsection e, insert "color" between the phrase "2 copies" in each location.

7. Coordination Drawings:

Add the following sentence before the last paragraph:

"The Contractor shall ensure the Coordination Drawings are signed by each installer indicating their approval prior to their submission."

11. Submittal Reviewer's Action:

Delete the next to last paragraph "The Contractor shall mark up one set … as a "Record Document." and replace it with:

"The Contractor shall mark up one set of Working Drawings (including any related calculations), Shop Drawings, and Coordination Drawings and retain them as a "Record Document."

1.20-1.05.05—Facilities Construction – Cooperation by Contractor:

Delete in its entirety and replace with:

"The Contractor will be supplied by the Department with copies of the plans.

The Contractor shall maintain in good order, in a secure, fire-resistant location at the Project site, 2 copies of all plans, Special Provisions (including CSI-formatted specifications within a particular Special Provision), Addenda, submittals, Construction Orders, and other modifications, schedules and instructions. Both sets shall be available to the Engineer at all times. The Contractor shall keep one set clean of all markings. The Contractor shall mark one set of these documents to record all changes made during construction. The Contractor shall keep these documents current. The Contractor shall not permanently conceal any work until the required information has been recorded. The Engineer may withhold payments due to the Contractor should they fail to keep these documents current.

Record Drawings: The Contractor shall maintain a complete set of Record Drawings by maintaining a clean, undamaged set of blue or black line prints of Contract drawings (original Contract plans as modified by Addenda and Construction Orders), Working Drawings (including any related calculations), Shop Drawings, and Coordination Drawings. The Contractor shall mark whichever drawings within the set that is ~~are~~ most capable of showing conditions fully and accurately where the actual installation varies substantially from the Project work as originally shown. The Contractor shall include hyperlinks on the Contract drawings to cross-reference to the related Working Drawings, Shop Drawings, Coordination Drawings, as well as RFI's and RFC's. The Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. The Contractor shall mark record sets and use separate colors to distinguish between variations in separate categories of the Project work.

Record Specifications: The Contractor shall maintain one complete copy of the Record Specifications, including related Addenda, construction orders and modifications issued during construction. The Contractor shall (1) mark these documents to show substantial variations in actual Project work performed in comparison with the text of the Specifications and modifications, (2) take care to show clearly on these documents any selected options and information on concealed construction that would be difficult to view at a later date, (3) note related record drawing information and Product Data.

Record Reports: The Contractor shall maintain one binder of all miscellaneous records such as manufacturer startup reports, test reports, and Building and Fire Code inspection reports required by other Contract Provisions (including CSI-formatted Specifications within a particular Special Provision). The miscellaneous records shall be arranged systematically according to the organization of the Contract provisions.

Record Survey: The Contractor shall submit a Record Survey in accordance with other Contract requirements.

No Asbestos Certification: The Contractor shall complete and sign a certification letter assuring the Department that no asbestos-containing materials have been used in the construction of the Contract. The Department will not issue the Certificate of Compliance without this completed and signed certification form."

1.20-1.05.07—Facilities Construction – Coordination with Work by Other Parties:

Add the following after the last paragraph:

"The Contractor is hereby advised of the Engineer's and the Department personnel's intent to occupy the Project Site during the entire construction period. The Contractor shall cooperate with the Engineer during construction operations to minimize conflicts and facilitate Engineer and Department personnel usage. The Contractor, the Engineer, and the Department personnel will coordinate construction operations and Department operations on a daily basis, if necessary."

1.20-1.05.08— Facilities Construction – Schedules and Reports:

Delete the first sentence and replace with the following:

"Transmittals of Schedules: The schedule package shall be uploaded into ProjectWise "01.0 – Projects-Active" under the subfolder "115_Contractor_Schedules" under the project number main folder. The specific work flow to do so will be distributed at the Preconstruction Meeting.

The Contractor shall attribute the submittal packages in ProjectWise using the following the following attributes and naming conventions:

a) Discipline: CTR
b) Main Category: CONTRACTOR
c) Sub Category: SCHEDULE
d) Label: "Project Number - Schedule #XX - Date"
e) Description: "Schedule #XX – Date"

After uploading a schedule (baseline bar chart, monthly update, biweekly, or recovery), the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the schedule within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: "*Project Number - Schedule #XX - Date"*

When a project coordinator is not required by the Contract the following shall apply:"

1.20-1.05.23 – Facilities Construction – Requests for Information (RFI's) and Requests for Change (RFC's):

Delete the first paragraph and replace with the following:

"The Contractor shall upload all RFIs and RFCs into ProjectWise "01.0 – Projects-Active" under the subfolder "121_Contractor RFIs and RFCs" under the project number main folder. The specific work flow to do so will be distributed at the Preconstruction Meeting. The Contractor

shall attribute the RFIs and RFCs in ProjectWise using the following the following attributes and naming conventions:

Discipline: CTR
Main Category: CONTRACTOR
Sub Category: RFI or RFC
Label: “Project Number – RFI #XX - Date” or “Project Number – RFC #XX - Date”
Description: “RFI #XX - Date” or “RFC #XX - Date”

After uploading the RFIs and RFCs, the Contractor shall provide e-mail notification to the Engineer at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the RFI or RFC within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: *“Project Number - RFI #XX - Date”* or *“Project Number - RFC #XX – Date.”*

The Engineer will forward the RFI or RFC to the Designer for review. Upon receipt of an RFI or RFC, the Designer will attempt to determine if additional information is required from the Contractor to respond to the RFI or RFC and request said information from the Engineer.”

1.20-1.06.03 – Facilities Construction – Storage

Delete the last sentence of paragraph 4 starting “Payment for off-site staging...”

1.20-1.06.08 – Facilities Construction – Warranties

Delete paragraph 8 starting “Prior to the date for the Substantial Completion Inspection to the end of the Article.

“Prior to the date of the Substantial Completion Inspection, the Contractor shall compile each required warranty, properly executed by the Contractor or any other required party. The warranties shall be uploaded into ProjectWise “01.0 – Projects-Active” under the subfolder “122_Contractor Closeout Documents” under the project number main folder. The specific work flow to do so will be distributed at the Preconstruction Meeting. The Contractor shall attribute the warranties in ProjectWise using the following the following attributes and naming conventions:

Discipline: CTR
Main Category: CONTRACTOR
Sub Category: WARRANTIES
Label: “Project Number – Warranties”
Description: “Warranties”

After uploading the warranties, the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the warranties have been uploaded and are available for review. The Contractor shall provide a web link to the zipped

folder within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: *"Project Number - Warranties."*

The Contractor shall submit warranties in PDF format, assembling the complete warranty submittal package into a single electronic PDF file with bookmarks enabling navigation to each item and providing a bookmarked table of contents at beginning of document. The Contractor shall place the warranty documents in an orderly sequence based on the organization of the Contract provisions (including specific CSI-formatted specifications contained within a particular Special Provision). Electronic PDF packages shall be limited to 75 MB unzipped; larger PDF packages will need to be broken up.

The Contractor shall include a description of the product or installation, including the name of the product, and the name, address and telephone number of the Contractor or pertinent subcontractor.

The Contractor shall furnish to the Department a written warranty for all Project work accompanied by a cover letter with the following contents:

[Addressed to:]

Commissioner of Transportation
Department of Transportation
P.O. Box 317546
Newington, Connecticut 06131-7546

Project Title and Number

[We] hereby warrant all materials and workmanship for all work performed under this Contract for a period of one (1) year from [date of issuance of C.O.C.] against failures of workmanship and materials in accordance with the Contract. Furthermore, as a condition of this warranty, [we] agree to have in place all insurance coverage identified in the Contract for the performance of any warranty work.

[Signature:] [Name of authorized signatory]
[Title]

Upon determination by the Engineer that Project work covered by a warranty has failed, the Contractor shall replace or rebuild the work to an acceptable condition complying with Contract requirements. The Contractor is responsible for the cost of replacing or rebuilding defective construction or components and those which may have needed to be damaged or removed in order to cure the defective work including costs of material, equipment, labor, and material disposal, regardless of whether or not the State has benefited from use of the work through a portion of its anticipated useful service life. The Contractor shall respond to the Project Site when Project work covered by a warranty has failed within 3 calendar days, unless in the Engineer's opinion said failure is deemed to be an emergency, in which case the Contractor shall respond to the Project Site as directed by the Engineer.

When Project work covered by a warranty has failed and been corrected by replacement or

rebuilding, the Contractor shall reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the time that remains on the original warranty period at the time of the failure."

1.20-1.08.02—Facilities Construction – Establishment of Construction Field Office:

Delete the second paragraph.

1.20-1.08.04—Facilities Construction – Limitation of Operations:

Add following the last paragraph.

"The Contractor shall repair at its own expense any and all damage caused by construction operations to existing buildings unless said damage is scheduled as part of the Project work. The Contractor shall take all precautions necessary to protect the building and its occupants during the construction period.

Department personnel will occupy the Maintenance Facility and the existing sites weekdays between the hours of 6 a.m. and 4 p.m. as well as at all times during winter storms. The Contractor shall not interfere with the Department's employee's performance of their assigned work.

The Contractor shall notify the Engineer when access to the facilities is required. The Engineer shall make all necessary arrangements with the facility supervisor to gain access to the facility.

During all times that the Project Site is occupied by state personnel, the Contractor shall maintain the following systems to the extent described to permit Department operations:

1. Fuel Island: From November 1 to April 1 of the following year, Department personnel shall have uninterrupted access to the motor fuel island.

2. Tank Monitoring System: The existing tank monitoring system that monitors the existing fuel oil tank, generator fuel tank, and waste water holding tank shall be kept fully operational at all times, except for the following conditions:

    a. Notify Engineer no fewer than two days in advance of proposed interruption of the existing tank monitoring system.
    b. The maximum allowable interruption shall be a 6-hour period.
    c. Coordinate with Engineer and Department personnel that no vehicles are allowed in the facility bay areas.

1.20-1.08.14 – Facilities Construction – Acceptance of Project

Delete 4. Operation and Maintenance Manuals down to "Product Maintenance Manual" and replace with the following:

"4. Operation and Maintenance Manuals: Prior to the date of the Semi-Final Inspection, the Contractor shall compile operation and maintenance manuals in the form of instructional manuals for use by the Owner. The operation and maintenance manuals shall be uploaded into ProjectWise "01.0 – Projects-Active" under the subfolder "122_Contractor Closeout Documents" under the project number main folder. The specific work flow to do so will be distributed at the Preconstruction Meeting. The Contractor shall attribute the operational and maintenance manual packages in ProjectWise using the following the following attributes and naming conventions:

Discipline: CTR
Main Category: CONTRACTOR
Sub Category: OPERATION AND MAINTENANCE MANUALS
Label: "Project Number – Operation and Maintenance Manuals - Description"
Description: "Operation and Maintenance Manuals - Description"

After uploading the manuals, the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the zipped folder manuals within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: *"Project Number - Operation and Maintenance Manuals – Description."*

The Contractor shall submit manuals in the form of a multiple file composite electronic PDF file for each manual type required using electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size. Electronic PDF packages shall be limited to 75 MB unzipped; larger PDF packages will need to be broken up.

For each manual, the Contractor shall:

(a) Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

(b) Provide a title page as the first page of each manual with the following information: subject matter covered by the manual; Contract number and title; date of submittal; name, address, and telephone number of the Contractor; and cross-reference to related systems in other sections.

(c) Provide a table of contents, arranged systematically according to the organization of the Contract provisions (including specific CSI-formatted specifications within a particular Special Provision).

(d) Provide a general information section immediately following the table of contents, listing each product included in the manual, identified by product name. The Contractor shall list the name, address, and telephone number of the subcontractor, the maintenance contractor, and the local source for replacement parts and equipment for each product.

(e) Include manufacturer's standard data and mark each sheet to identify each part or product included in the Project, identify each product using appropriate references from the Contract, and delete references to information that is not applicable. The use of project record documents as part of operation and maintenance manuals is not permitted.

(f) Prepare supplementary text to provide operation and maintenance information when the manufacturer's standard data is not available or the data is insufficient and the information is necessary for proper operation and maintenance of equipment or systems, organize text in a consistent format under separate headings for each procedure, and provide a logical sequence of instruction for each operation or maintenance procedure.

(g) Provide drawings where necessary in order to supplement manufacturer's data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. The Contractor shall coordinate these drawings with information contained in project record drawings to ensure correct illustration of the completed installation. The use of Project record documents as part of operation and maintenance manuals is not permitted.

(h) Provide estimated life cycle costs to maintain each product included in the manual to reach maximum useful life (i.e. annual, mid-life overhaul, end of life overhaul, or programmed interval replacement)."

Delete the last 2 paragraphs of 5. Training ("The Contractor shall submit … owner for unlimited reproduction.") and replace with the following:

"The Contractor shall video record each training session."

Add New Section:

"1.20-1.10.09 – Facilities Construction – Compliance with Existing Site Permits

The Contractor shall conduct its operations in conformance with the permit requirements established by Federal, State and municipal laws and regulations.
In addition to permits obtained by the Department specifically for the Project, facilities have existing site specific permits and regulatory requirements related to site operational activities. The specific permits and regulatory requirements will be identified in the Contract. The Contractor shall become familiar with these requirements and shall conduct their operations in conformance with these requirements.

The Contractor shall be responsible for, and hold the State harmless from, any penalties or fines assessed by any authority due to the Contractor's failure to comply with any term of an applicable environmental permit."

SECTION 4.06 BITUMINOUS CONCRETE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.06.03—Construction Methods:

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

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

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

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

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

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

Vehicles with loads of bituminous concrete being delivered to State projects must not exceed the statutory or permitted load limits referred to as gross vehicle weight (GVW). The Contractor shall furnish a list and allowable weights of all vehicles transporting mixture.
The State reserves the right to check the gross and tare weight of any vehicle. If the gross or tare weight varies from that shown on the delivery ticket by more than 0.4 percent, the Engineer will recalculate the net weight. The Contractor shall correct the discrepancy to the satisfaction of the Engineer.

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

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

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

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

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

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

Rollers: All rollers shall be self-propelled and designed for compaction of bituminous concrete. Rollers types shall include steel-wheeled, pneumatic or a combination thereof. Rollers that operate in a dynamic mode shall have drums that use a vibratory or oscillatory system or combination of. Vibratory rollers shall be equipped with indicators for amplitude, frequency and speed settings/readouts to measure the impacts per foot during the compaction process. Oscillatory rollers shall be equipped with frequency indicators. Rollers can operate in the dynamic mode using the oscillatory system on concrete structures such as bridges and catch basins if at the lowest frequency setting.

Pneumatic tire rollers shall be equipped with wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 pounds per square inch uniformly over the surface, The Contractor shall furnish documentation to the Engineer regarding tire size; pressure and loading

to confirm that the proper contact pressure is being developed and that the loading and contact pressure is uniform for all wheels.

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

TABLE 4.06-1: Minimum Paver Lighting

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

TABLE 4.06-2: Minimum Roller Lighting

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

*All fixtures shall be mounted above the roller.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tack Coat Application: The tack coat shall be applied by a pressurized spray system that results in uniform overlapping coverage at an application rate of 0.03 to 0.05 gallons per square yard for a non-milled surface and an application rate of 0.05 to 0.07 gallons per square yard for a milled surface. For areas where both milled and un-milled surfaces occur, the tack coat shall be an application rate of 0.03 to 0.05 gallons per square yard. The Engineer must approve the equipment and the method of measurement prior to use. The material for tack coat shall not be heated in excess of 160°F and shall not be further diluted.

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

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

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

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

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

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

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

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

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

TABLE 4.06-3: Thickness Tolerances

Mixture Designation	Lift Tolerance
S1	+/- ⅜ inch
S0.25, S0.375, S0.5	+/- ¼ 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 ¼ inch in any location.

Method I - Notched Wedge Joint:

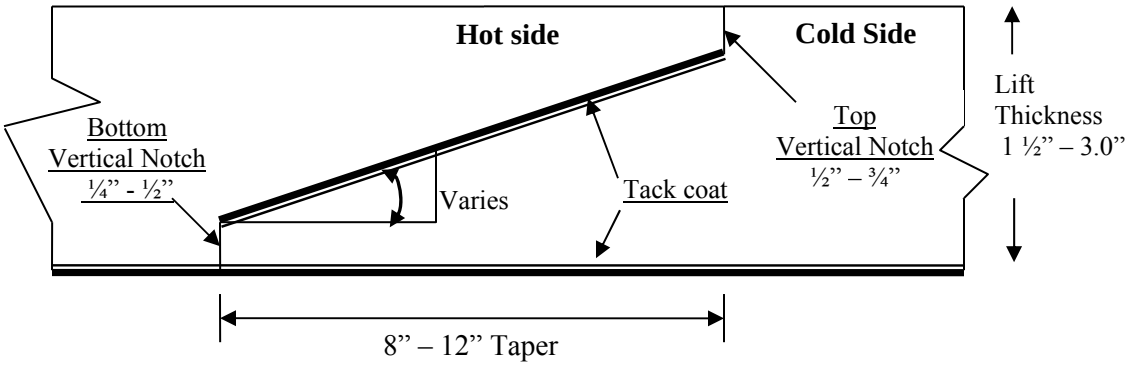

FIGURE 4.06-1: Notched Wedge Joint

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

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

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

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

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

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

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

Method II - Butt Joint:

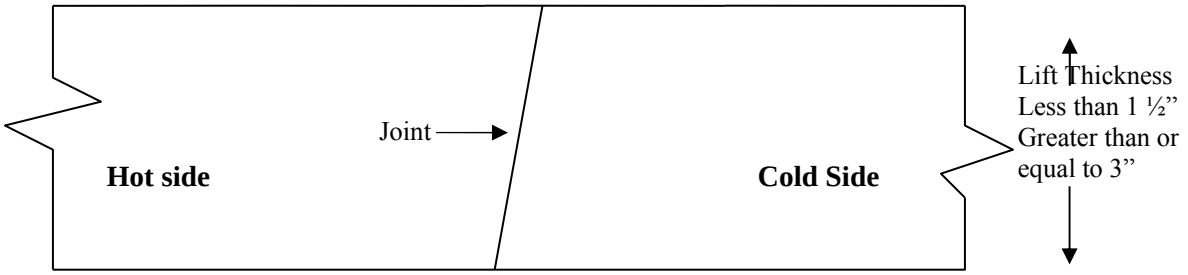

FIGURE 4.06-2: Butt Joint

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

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

Method III- Butt Joint with Hot Poured Rubberized Asphalt Treatment: If Method I Wedge Joint cannot be used due to physical constraints in certain limited locations; the contractor may submit a request in writing for approval by the Engineer, to utilize Method III Butt Joint as a substitution in those locations. There shall be no additional measurement or payment made when the Method III Butt Joint is substituted for the Method I Notched Wedge Joint. When required by the contract or approved by the Engineer, Method III (see Figure 4.06-3) shall be used.

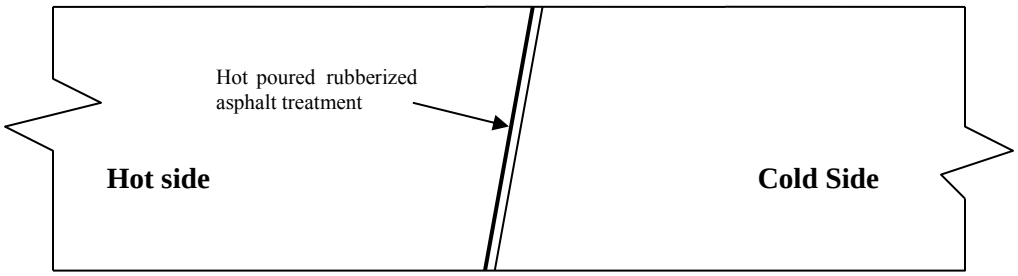

FIGURE 4.06-3: Butt Joint with Hot Poured Rubberized Asphalt Treatment

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

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

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

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

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

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

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

Each QCP shall include the name and qualifications of a Quality Control Manager (QCM). The QCM shall be responsible for the administration of the QCP, and any modifications that may become necessary. The QCM shall have the ability to direct all Contractor personnel on the project during paving operations. All Contractor sampling, inspection and test reports shall be reviewed and signed by the QCM prior to submittal to the Engineer. The QCPs shall also include the name and qualifications of any outside testing laboratory performing any QC functions on behalf of the Contractor.

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

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

QCP for Placement: The Standard QCP, Project Summary Sheet, and Extended Season Paving Plan shall conform to the format provided by the Engineer. The format is available at 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).

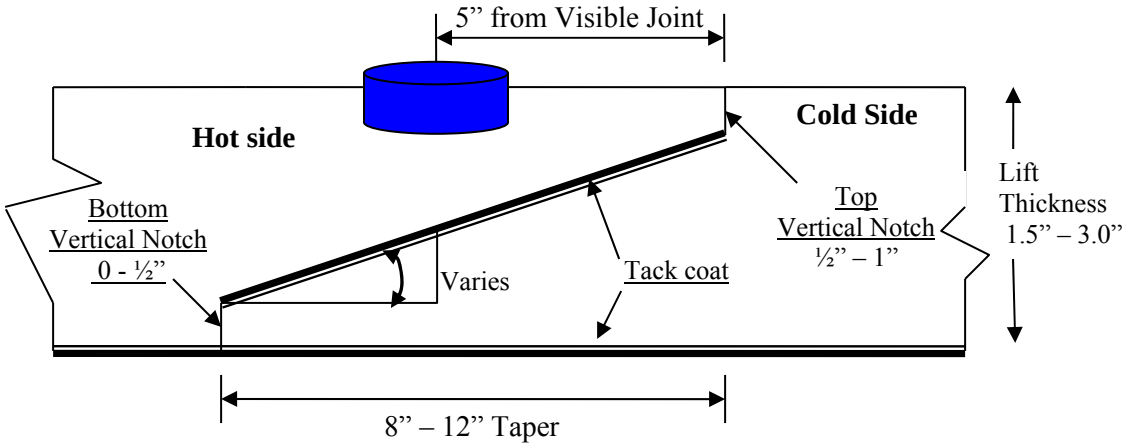

FIGURE 4.06-5: Notched Wedge Joint Cores

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.

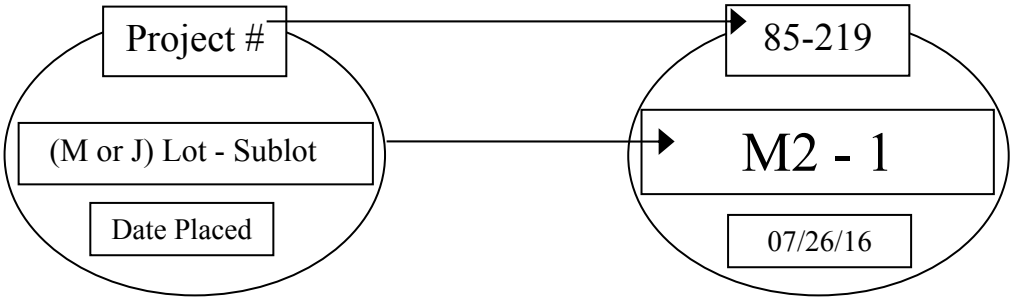

FIGURE 4.06-4: Labeling of Cores

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 240ºF 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 ⅛ 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:

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

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

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

i. Non-PWL Production Lot (less than 3500 tons):
The adjustment values in Table 4.06-6 and 4.06-7 shall be calculated for each sub lot based on the Air Void (AV) and Asphalt Binder Content (PB) test results for that sub lot. The total adjustment for each day's production (lot) will be computed using tables and the following formulas:

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

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

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	$\leq$ 2.2 or $\geq$ 5.8

Percent Adjustment for Asphalt Binder = $AdjPB_t = [(AdjPB_1 + AdjPB_2 + AdjPB_i + \ldots + AdjPB_n)] / n$

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 ($AdjAV_i$) (%)	S0.25, S0.375, S0.5, S1 Pb
0.0	JMF Pb ± 0.3
- 10.0	≤ JMF Pb - 0.4 or ≥ JMF Pb + 0.4

ii. PWL Production Lot (3500 tons or more):
For each lot, the adjustment values shall be calculated based on PWL for AV, VMA and PB test results. The lot will be considered as being normally distributed and all applicable equations in AASHTO R9 and AASHTO R42 Appendix X4 will apply.

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

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

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

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:

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

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

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

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

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

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

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

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

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: $[T_T + T_A + T_W + T_{SD}]$ x Unit Price = Est. (P)

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

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

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

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

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

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

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

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

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

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

*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 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 77ºF; rotational viscosity at 275ºF and 329ºF 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.

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b. Basis of Approval

i. The request for approval of the source of supply shall list the location where the material is manufactured, the handling and storage methods, and certifications in accordance with AASHTO PP 71. Only suppliers that have an approved "Quality Control Plan for Emulsified Asphalt" formatted in accordance with AASHTO PP 71 and submit monthly split samples per grade to the Engineer may supply emulsified asphalt to Department projects.

ii. Each shipment of emulsified asphalt delivered to the project site shall be accompanied with the corresponding Certified Test Report listing Saybolt viscosity, residue by evaporation, penetration of residue, and weight per gallon at 77°F and Material Certificate.

iii. Anionic emulsified asphalts shall conform to the requirements of AASHTO M-140. Materials used for tack coat shall not be diluted and meet grade RS-1 or RS-1H. When ambient temperatures are 80˚F and rising, grade SS-1 or SS-lH may be substituted if permitted by the Engineer.

iv. Cationic emulsified asphalt shall conform to the requirements of AASHTO M-208. Materials used for tack coat shall not be diluted and meet grade CRS-1. The settlement and demulsibility test will not be performed unless deemed necessary by the Engineer. When ambient temperatures are 80˚F and rising, grade CSS-1 or CSS-lh may be substituted if permitted by the Engineer.

6. Reclaimed Asphalt Pavement (RAP):

a. General: RAP is a material obtained from the cold milling or removal and processing of bituminous concrete pavement. RAP material shall be crushed to 100% passing the ½ inch sieve and free from contaminants such as joint compound, wood, plastic, and metals.

b. 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	
Sieve Size	Percent Passing
3/8-inch	100
No. 4	35-100
No. 200	0.0-10.0

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

8. Joint Seal Material:

a. 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.

Type of silo cylinder	Maximum storage time for all classes (hr)	
	HMA	WMA/PMA
Open Surge	4	Mfg Recommendations*
Unheated – Non-insulated	8	Mfg Recommendations*
Unheated – Insulated	18	Mfg Recommendations*
Heated – No inert gas	TBD 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 35and AASHTO M 323. The Contractor shall ensure that the Laboratory is adequately supplied at all times during the course of the project with all necessary testing supplies and equipment.

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

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

1. Curb Mix:

a. 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
¼"		
3/8 "	95 - 100	8
½ "	100	8
¾"		8
1"		
2"		
Additionally, the fraction of material retained between any two consecutive sieves shall not be less than 4%		
Mixture Temperature		
Binder	325°F maximum	
Aggregate	280-350° F	
Mixtures	265-325° F	
Mixture Properties		
Air Voids (VA) %	0 – 4.0 (a)	

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

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

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

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

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

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

- RAS amounts up to 3% may be used.
- RAS total binder replacement up to 15% may be used with no binder grade modification.
- RAS total binder replacement up to 20% may be used provided a new JMF is approved by the Engineer. The JMF submittal shall include the grade of virgin binder added. The JMF shall be accompanied by a blending chart and supporting test results in accordance to AASHTO M 323 appendix X1 or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.
- Superpave Mixtures with RAS shall meet AASHTO PP 78 design considerations. The RAS asphalt binder availability factor (F) used in AASHTO PP 78 shall be 0.85.

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

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

With each JMF submittal, the following samples shall be submitted to the Division of Materials Testing:
- 4 - one quart cans of PG binder, with corresponding Safety Data Sheet (SDS)
- 1 - 50 lbs bag of RAP
- 2 – 50 lbs bag of plant blended virgin aggregate

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

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

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

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

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

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

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

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

Mix status is defined as:

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

"PPT" – Pre-Production Trial:
Temporarily assigned to each mixture type from a production facility when:

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

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

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

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

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

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

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

"U" – Not Approved:

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

TABLE M.04.02– 2: Superpave Mixture Design Criteria

Notes: (1) For all mixtures using a WMA technology, the mix temperature shall meet PG binder and WMA manufacturer's recommendations.								
	S0.25		S0.375		S0.5		S1	
Sieve	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	Number of Gyrations by Superpave Gyratory Compactor			Percent Density of Gmm from HMA/WMA specimen			Voids Filled with Asphalt (VFA) Based on Nominal mix size – inch			
	(million)	Nini	Ndes	Nmax	Nini	Ndes	Nmax	0.25	0.375	0.5	1
1	< 0.3	6	50	75	≤ 91.5	96.0	≤ 98.0	70 - 80	70 - 80	70 - 80	67 - 80
2	0.3 to < 3.0	7	75	115	≤ 90.5	96.0	≤ 98.0	65 - 78	65 - 78	65 - 78	65 - 78
3	≥ 3.0	8	100	160	≤ 90.0	96.0	≤ 98.0	65 – 77	73 - 76	65 - 75	65 - 75

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

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

M.04.03— Production Requirements:

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

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

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

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

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

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

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

2. Acceptance Requirements:

i. General:

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

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

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

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

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

Should the Department be unable to verify the Contractor's acceptance test result(s) due to a failure of the Contractor to retain acceptance test specimens or supporting documentation, the Contractor shall review its quality control plan, determine the cause of the nonconformance and

respond in writing within 24 hours to the Engineer describing the corrective action taken. In addition, the Contractor must provide supporting documentation or test results to validate the subject acceptance test result(s). The Engineer may invalidate any adjustments for material corresponding to the subject acceptance test(s). Failure of the Contractor to adequately address quality control issues at a facility may result in suspension of production for Department projects at that facility.

ii. Curb Mix Acceptance Sampling and Testing Procedures:

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

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

Protocol	Reference	Description
1	**AASHTO T 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 Gyratory 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:
  - cold feed percentages over 5%
  - target combined gradation over 5%
  - target binder over 0.15%
  - 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 Nmax for PPTs and to Ndes for production testing. The first sublot 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 stablished, the Engineer may require a new ignition oven aggregate correction factor to be performed or to adjust the current factor by the average of the differences between the corrected binder content and production Plant ticket for the last five (5) acceptance results.

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

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

b. Determination of Off-Test Status:

i. Superpave mixes shall be considered *"off test"* when any Control Point Sieve, binder content, VA, VMA, or Gmm value is outside of the limits specified in Table M.04.03-4 or the target binder content at the Plant is below the minimum binder content stated in Table M.04.02-5. Note that further testing of samples or portions of samples not initially tested for this purpose cannot be used to change the status.

ii. Any time the bituminous concrete mixture is considered Off-test:

1. The Contractor shall notify the Engineer when the Plant is *"off test"* for any mix design that is delivered to the project in any production day. When multiple silos are located at one site, mixture supplied to one project is considered as coming from one source for the purpose of applying the *"off test"* determination.

2. The Contractor must take immediate actions to correct the deficiency, minimize *"off test"* production to the project, and obtain an additional Process Control (PC) test after any corrective action to verify production is in conformance to the specifications. A PC test will not be used for acceptance and is solely for the use of the Contractor in its quality control process.

c. 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

	S0.25		S0.375		S0.5		S1		Tolerances
Sieve	CONTROL POINTS		CONTROL POINTS		CONTROL POINTS		CONTROL POINTS		From JMF Targets (2)
inches	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	±Tol
1.5	-	-	-	-	-	-	100	-	
1.0	-	-	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
#4	75	90	-	75	-	-	-	-	
#8	32	67	32	67	28	58	19	45	
#16	-	-	-	-	-	-	-	-	
#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 (million)	Number of Gyrations by Superpave Gyratory Compactor	
		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	Samples are taken at one point in the pile. Samples from a hauling vehicle are taken from only one point instead of three as specified. Selection of Samples: Sampling is equally important as the testing, and the sampler shall use every precaution to obtain samples that are truly representative of the bituminous mixture. Box Samples: In order to enhance the rate of processing samples taken in the field by construction or maintenance personnel the samples will be tested in the order received and data processed to be determine conformance to material specifications and to prioritize inspections by laboratory personnel.
T 195	Section 4.3 only one truck load of mixture is sampled. Samples are taken from opposite sides of the load.
T 209	Section 7.2 The average of two bowls is used proportionally in order to satisfy minimum mass requirements. 8.3 Omit Pycnometer method.
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	All laboratory technician(s) responsible for testing PG-binders be certified or Interim Qualified by the New England Transportation Technician Certification Program (NETTCP) as a PG Asphalt Binder Lab Technician. All laboratories testing binders for the Department are required to be accredited by the AASHTO Materials Reference Laboratory (AMRL). Sources interested in being approved to supply PG-binders to the Department by use of an "in-line blending system," must record properties of blended material, and additives used. Each source of supply of PG-binder must indicate that the binders contain no additives used to modify or enhance their performance properties. Binders that are manufactured using additives, modifiers, extenders etc., shall disclose the type of additive, percentage and any handling specifications/limitations required. All AASHTO M 320 references shall be replaced with AASHTO M 332. Once a month, one split sample and test results for each asphalt binder grade and each lot shall be submitted by the PG binder supplier to the Department's Central Lab. Material remaining in a certified lot shall be 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.

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

Description

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

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

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

Funding

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

Minorities and Women

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

Assigning Training Goals

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

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

The dollar thresholds for training assignments are as follows:

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

Training Classifications

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Whenever a contractor requests ConnDOT approval of someone other than a minority or female, the contractor 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 journeyperson, is caused by the Contractor.

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

www.ct.gov/dot

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

SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE)

March, 2001

NOTE: Certain of the requirements and procedures stated in this "Special Provision" are applicable prior to the execution of the Contract.

I. GENERAL

A. The Contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprise" use on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes as revised. References, throughout this "Special Provision", to "Small Contractors" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions. The Contractor shall also cooperate with CONNDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Contract.

B. For the purpose of this "Special Provision", the "Small Contractor(s)" and "Minority Business Enterprise(s)" named to satisfy the set-aside requirement must be certified by the Department of Administrative Services, Business Connections/ Set-Aside Unit [(860) 713-5236 www.das.state.ct.us/busopp.htm] as a "Small Contractor" and "Minority Business Enterprises" as defined by Section 4a-60g Subsections (1) and (3) of the Connecticut General Statutes as revised and is subject to approval by CONNDOT to do the work for which it is nominated pursuant to the criteria stipulated in Section IIC-3.

C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CONNDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.

D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to CONNDOT's Manager of Construction Operations indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" 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 contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.

4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the contract specified or adjusted "Small Contractor" dollar requirements.

5. Document other special efforts undertaken by the Contractor to meet the defined goal.

E. Failure of the Contractor to have at least the specified dollar amount of this contract performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in contract payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CONNDOT, no reduction in payments will be imposed.

F. All records must be retained for a period of three (3) years following completion of the contract and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT.

G. Nothing contained herein, is intended to relieve any contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

II. **SPECIFIC REQUIREMENTS**

In order to increase the participation of "Small Contractors", CONNDOT requires the following:

A. Not less than **25** (%) percent of the **final** value of this Contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

If the above percentage is zero (0%) AND an asterisk (*) has been entered in the adjacent brackets [ ], this Contract is 100% solely set-aside for participation by "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of Quotes, Scope of Work, and Delivery Schedules so as to facilitate the participation of each "Small Contractor".

C. The Contractor shall provide to CONNDOT's Manager of Contracts within Seven (7) days after the bid opening the following items:

1. An affidavit (Exhibit I) completed by each named "Small Contractor" subcontractor listing a description of the work and indicating the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of $10,000,000.00.

2. A certification of work to be subcontracted (Exhibit II) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated "Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.

3. A certification of past experience (Exhibit III) indicating the scope of work the nominated "Small Contractor" has performed on all projects, public and private, for the past two (2) years.

4. In instances where a change from the originally approved named "Small Contractor" (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1, 2 and 3 and Section E together with documentation to substantiate and

justify the change, (i.e., documentation to provide a basis for the change) to CONNDOT's Manager of Construction Operations for its review and approval prior to the implementation of the change. The Contractor must demonstrate that the originally named "Small Contractor" is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another "Small Contractor" is not a valid basis for change. Documentation shall include a letter of release from the originally named "Small Contractor" indicating the reason(s) for the release.

D. After the Contractor signs the Contract, the Contractor will be required to meet with CONNDOT's Manager of Construction Operations or his/her designee to review the following:

1. What is expected with respect to the "Small Contractor" set aside requirements.

2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.

3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CONNDOT's Manager of Construction Operations indicating the work done by, and the dollars paid to each "Small Contractor" to date.

4. What is required when a request to sublet to a "Small Contractor" is submitted.

E. The Contractor shall submit to CONNDOT's Manager of Construction Operations all requests for subcontractor approvals on standard forms provided by the Department.

If the request for approval is for a "Small Contractor" subcontractor for the purpose of meeting the contract required "Small Contractor" percentage stipulated in Section IIA, a copy of the legal contract between the Contractor and the "Small Contractor" subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the contract between the Contractor and the "Small Contractor" subcontractor must also be submitted to CONNDOT's Manager of Construction Operations with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached:

(1) A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.

(2) A statement addressing any special arrangements for manpower.

(3) A statement addressing who will purchase material.

F. Contractors subcontracting with a "Small Contractor" to perform work or services as required by this "Special Provision" shall not terminate such firms without advising CONNDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated "Small Contractor" firm has not started or completed the work or the services for which it has been contracted to perform.

G. Material Suppliers or Manufacturers

If the Contractor elects to utilize a "Small Contractor" supplier or manufacturer to satisfy a portion or all of the specified dollar requirements, the Contractor must provide the Department with:

1. An executed Affidavit Small Contractor (Set-Aside) Connecticut Department of Transportation Affidavit Supplier or Manufacturer (sample attached), and

2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

Brokers and packagers shall not be regarded as material Suppliers or manufacturer.

H. Non-Manufacturing or Non-Supplier "Small Contractor" Credit

Contractors may count towards its "Small Contractor" goals the following expenditures with "Small Contractor" firms that are not manufacturers or suppliers:

1. 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, material or supplies necessary for the performance of the contract provided that the fee or commission is determined by the Department of Transportation to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Department of Transportation to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department of Transportation to be reasonable and not excessive as compared with fees customarily allowed for similar services.

III. BROKERING

For the purpose of this "Special Provision", a "Broker" is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a "Small Contractor" is not allowed and is a contract violation.

IV. PRE-AWARD WAIVERS:

If the Contractor's submission of the "Small Contractor" listing, as required by Section IIC indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the Contractor must submit a completed "Application for Waiver of Small Contractor Minority Business Enterprise Goals" to CONNDOT's Manager of Contracts which must also contain the following documentation:

1. Information described in Section ID.

2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

Upon receipt of the submission requesting a waiver, the CONNDOT's Manager of Contracts shall submit the documentation to the Director of the Office of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, she/he should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Director of Contract Compliance shall submit the written narrative to the Chairperson of the DBE Screening Committee at least five (5) working days before the scheduled meeting. The Contractor shall be invited to attend the meeting and present his/her position. The DBE Screening Committee shall render a decision on the waiver request within five (5)

working days after the meeting. The DBE Screening Committee's decision shall be final. Waiver applications are available from the CONNDOT Manager of Contracts.

EXHIBIT I Mar. 01

SMALL CONTRACTOR/*MINORITY BUSINESS ENTERPRISE
(* Delete if not Applicable)
SET-ASIDE PROGRAM
(QUALIFICATION AFFIDAVIT)

PROJECT(s) _____
(INCLUDING TOWN & DESCRIPTION)

STATE OF _____CONNECTICUT_____

COUNTY OF_____

I_____,ACTING IN BEHALF
NAME OF PARTY SIGNING AFFIDAVIT
OF_____,DO HEREBY CERTIFY
PERSON FIRM OR ORGANIZATION
AND AFFIRM THAT THE INFORMATION SET FORTH BELOW IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. AS OF THIS DATE_____THE LIST OF SMALL CONTRACTOR SET-ASIDE PROGRAM - CONTRACTS AND/OR SUBCONTRACTS AWARDED DURING THE CURRENT FISCAL YEAR (JULY 1 - JUNE 30) 20_____ IS AS FOLLOWS:

Col. 1 TOWN AND PROJECT NUMBER	Col. 2 STATE AGENCY WHICH AWARDED CONTRACT	Col. 3 CONTRACT AMOUNT AWARDED UNDER THIS PROGRAM	Col. 4 AMOUNT OF WORK SUBCONTRACTED FROM OTHER FIRMS UNDER THIS PROGRAM	Col. 5 TOTAL AMOUNT OF ALL WORK UNDER THIS PROGRAM Col. 3 Plus Col. 4
	TOTALS	$	$	$

_____
NAME OF PERSON, FIRM OR ORGANIZATION

(FIRM SEAL)

_____
SIGNATURE & TITLE OF OFFICIAL

SWORN TO AND SUBSCRIBED BEFORE ME BY_____

WHO IS PERSONALLY KNOWN TO ME, THIS_____DAY OF_____, 20_____

_____
(NOTARY PUBLIC)

MY COMMISSION EXPIRES_____SEAL

PLEASE NOTE THAT ALL THE WORK AWARDED OR SUBCONTRACTED TO YOUR FIRM UNDER THE SET-ASIDE PROGRAM IN A FISCAL YEAR (JULY 1-JUNE 30) INCLUDING THIS PROJECT, CANNOT BE MORE THAN $10,000,000.00

Mar.01

EXHIBIT II

CERTIFICATION OF WORK TO BE SUBCONTRACTED
NOMINATED SMALL CONTRACTOR/*MINORITY BUSINESS ENTERPRISE

* Delete if not applicable

DEPARTMENT OF TRANSPORTATION
CONTRACT DIVISION
2800 BERLIN TURNPIKE
NEWINGTON, CT 06111

PLEASE INCLUDE A COPY OF CERTIFICATION LETTER

CONTRACTOR_____

ADDRESS_____

TOWN_____PROJECT NO._____

DESCRIPTION OF PROJECT_____

_____

CONTRACT BID AMOUNT $_____

DATE_____

Listed below is the Nominated Small Contractor/Minority Business Enterprise for the above project and the requested data:

Name, Address & Tel No. of the Nominated Firm	ITEM(s)NUMBER(s) and Description of the Item(s) to be performed by and paid to the Subcontractor	Quantities (indicate if partial)	Prime's Bid Amount For Item	Dollar Amount Subcontracted	Small Business Set-Aside Dollar Requirement

Signed By _____
Small Contractor/*Minority Business Enterprise
(Subcontractor)

Signed By_____
Contractor

Title_____

Mar.01

EXHIBIT III

CERTIFICATION
PAST CONSTRUCTION EXPERIENCE

SMALL CONTRACTOR / * MINORITY BUSINESS ENTERPRISES

* Delete if not applicable

PLEASE LIST ALL CONSTRUCTION PROJECTS YOUR ORGANIZATION HAS WORKED ON IN THE PAST TWO FISCAL YEARS

PROJECT LOCATION NUMBER AND DESCRIPTION APPLICABLE	CONTRACT AMOUNT	IF WORK PERFORMED AS PRIME GIVE OWNERS NAME IF WORK PERFORMED AS SUBCONTRACTOR GIVE CONTRACTORS NAME	START DATE	ACTUAL OR ESTIMATED COMPLETION DATE	NAME AND PHONE OF OWNER OR PRIME CONTRACTOR AS

SIGNED BY: _____
SMALL BUSINESS CONTRACTOR
*MINORITY BUSINESS ENTERPRISES

D.O.T. PROJECT NO. _____

* Delete if not applicable

MARCH, 2001

SMALL CONTRACTOR/SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISE (MBE) (SET-ASIDE) CONNECTICUT DEPARTMENT OF TRANSPORTATION AFFIDAVIT – SUPPLIER OR MANUFACTURER

This affidavit must be completed by the State Contractor's designated Small Contractor/ Small Contractor Minority Business Enterprise (MBE), notarized and attached to the contractor's request to utilize a Small Contractor/Small Contractor Minority Business Enterprise (MBE) supplier or manufacturer as a credit towards its Small Contractor/Small Contractor Minority Business Enterprise (MBE) contract requirement; failure to do so will result in not receiving credit towards the contract Small Contractor/Small Contractor Minority Business Enterprise (MBE) requirement.

State Project No. _____
Federal Aid Project No. _____
Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (Small Contractor/Small Contractor MBE contractor person,
_____ of which I am the_____ affirm that _____
firm, association or certify and corporation) (Title of Person) (Small
_____is a certified Small Contractor/Small
Contractor/Small Contractor MBE person, firm, association or corporation)
Contractor Minority Business Enterprise, as defined by Section 4a-60g of the Connecticut General Statutes, as revised.

I further certify and affirm that _____
(Small Contractor/Small Contractor MBE person, firm, association or corporation)
will assume the actual and contractual responsibility for the provision of the materials and/or supplies sought by _____. If a manufacturer, I produce goods from raw
(State Contractor)
materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

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

_____
(Name of Small Contractor/Small Contractor MBE person, firm, association or corporation)

_____
(Signature and Title of Official making the Affidavit)

Subscribed and sworn to before me, the _____ day of _____ 200____.

_____
Notary Public (Commissioner of the Superior Court)

My Commission Expires _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official) 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)

(Corporate Seal)

ITEM #0100071A - REMOVAL AND DISPOSAL OF UNDERGROUND PETROLEUM STORAGE TANK

Description:

Work under this item shall include all activities related to the excavation, removal and disposal of the petroleum underground storage tanks (USTs) and tank appurtenances as shown on the Contract Plans.

The work shall be performed by an experienced firm that has successfully completed UST excavation, removal and disposal work similar to that as indicated herein.

All activities shall be performed in accordance with USEPA 40 CFR Parts 260-268, 280 and 281, OSHA 29 CFR 1926, OSHA 29 CFR 1910.120, CTDEP 22a-449(d)-1 and 22a-449(c),
NFPA 30, NFPA 327, API 1604, API 2015, and all other applicable state and federal regulations and codes.

Materials:

Backfill material shall conform to the requirements of Section 2.13 of the Specifications.

Construction Methods:

(1) Pre-Excavation and Removal Submittals:

(a) At least fifteen (15) working days prior to the start of any excavation, removal and disposal work, the Contractor shall submit the following to the Engineer for review and approval:

1. Proposed excavation and removal procedures to be utilized, including vapor purging and atmosphere testing.
2. Proposed protective/safety measures to be implemented.
3. Proposed C&D bulky waste disposal facility.
4. Proposed steel/scrap metal recycling facility.

(b) Thirty (30) days prior to the start of any excavation/removal related activity, the contractor shall notify the Connecticut Department of Energy and Environmental Protection (CT DEEP) via email (DEEP.30DayUST@ct.gov) with the "Notification of Schedules Permanent Closure of Underground Storage Tanks" form (DEEP-UST-NOT- 002).

Seventy-two (72) hours prior to the start of any excavation/removal related activity, the Contractor shall notify the following:

1. Office of the State Fire Marshal, Fire and Life Safety Specialist.
2. Town of Marlborough Fire Marshal.

Prior to the start of on-site activity, the Contractor shall provide the Engineer written confirmation that the above contacts have been appropriately notified.

(2) General Provisions:

The Contractor shall remove and dispose of the 4,000-gallon gasoline UST and 4,000-gallon diesel UST, dispenser island, and associated piping located within the project limits at the site. The location of the USTs and tank appurtenances are shown on the Plans – ENV-2.

Removal and disposal of the USTs shall include all contents, cleaning fluids and appurtenances associated with the tanks (manways, fuel piping, vent piping, conduits, tank and piping monitoring devices, etc.). Removal shall also include all necessary vapor purging, defuming, cleaning, etc.

Disposal of petroleum product, sludges, residues, waters, cleaning fluids, etc. from within the tank and piping structures shall be performed by the Contractor in accordance with Item 0101143A – Handling and Disposal of Regulated Items.

Handling of contaminated groundwater is not anticipated.

The Contractor shall exercise all necessary precautions for fire prevention. An acceptable fire extinguisher shall be made available at all times. Flame/torch cutting is prohibited.

The Contractor shall prevent damage to any existing utilities, structures, equipment and appurtenances that are to remain in service.

(3) Vapor Purging:

After removing any liquid product, the vapor remaining in the USTs shall be displaced by adding solid carbon dioxide (dry ice) to the tank in the amount of at least 0.25 ounces per gallon of tank capacity. The dry ice shall be crushed and distributed evenly over the greatest possible area in the tank to promote rapid sublimation of the dry ice. With the exception of the tank vent, the Contractor shall plug as many tank openings as possible after introducing the solid carbon dioxide (CO_2). As the dry ice sublimates, flammable vapors and oxygen will be displaced and flow out of the tank and into the surrounding area. Therefore, the Contractor shall conduct air monitoring around the tank as indicated below. All dry ice must sublimate before proceeding with USTs excavation and removal. Alternate vapor purging methods will not be permitted without prior approval from the Engineer.

(4) Atmosphere Testing:

The atmosphere inside the USTs and around the excavation area shall be regularly monitored by the Contractor for flammable or combustible vapor concentrations until the tank is removed from both the excavation area and the site. Monitoring shall be completed with a combustible gas indicator provided by the Contractor which is properly calibrated and maintained according to the manufacturer's instructions. Contractor personnel responsible for monitoring must be completely familiar with the use of the instrument and the interpretation of the instrument's readings.

The atmosphere inside the USTs shall be tested by placing the combustible gas indicator probe (must use a meter that does not require oxygen since the inert gas will displace the oxygen) into the fill opening after the drop tube has been removed. If the tank is equipped with a non-removable fill tube, readings shall be taken through another opening. Readings shall be taken at the bottom, middle and upper portions of the tank, and the instrument shall be cleared after each reading. Liquid product must not enter the probe. All readings must be 20 percent or less of the lower explosive limit (LEL) before the tank is considered safe for removal from the ground. The Contractor shall also use an oxygen indicator to monitor the oxygen concentration in the tank(s).

(5) Excavation and Removal Provisions:

Excavation and removal practices shall be acceptable to the Engineer, shall assure the safety of persons, equipment and structures that are to remain, and shall provide adequate protection of the environment. The Contractor shall schedule excavation and removal activities to minimize delays and construction traffic on site.

The Contractor shall furnish and employ such shores, braces, pumps, etc., as may be necessary for the protection of property, proper completion of the work and the safety of the public and employees of the Contractor and the Department.

Excavation by machinery shall be discontinued when excavation approaches pipes, conduits or other underground structures. The work shall be completed in these areas by use of hand tools.

The Contractor shall excavate test pits when necessary to determine the exact location of tank(s), pipe(s) or other underground structure.

For structures not scheduled for demolition, any holes resulting from the removal of vent pipe brackets, return and supply pipes, or other conduits removed or abandoned as a part of excavation and removal activities shall be plugged with cement masonry.

The Contractor shall saw cut pavement in a neat and workman-like manner anywhere partial pavement removal is necessary to complete the work.

The Contractor shall prevent surface waters from entering the tank excavation area(s) at all times.

The Contractor shall assist in tank grave confirmation sampling by providing equipment and an operator to collect excavation bottom and side-wall soil samples. After collection of samples, the Contractor shall backfill the tank grave, unless otherwise directed by the Engineer. Any tank grave that cannot be backfilled before the end of the day shall be adequately protected by the Contractor. This includes the use of safety fencing or other appropriate barricade to prevent individuals or vehicles from falling into excavations, orange flashing hazard lighting along the fencing, or other lighting considered necessary by the Engineer.

Excavation areas (tank grave areas, piping removal areas, soil removal areas, etc.) shall be backfilled to grade with any surplus suitable excavated "clean fill" materials from the project. Any additional fill material required to bring the subsurface area to grade shall conform to Article 2.13 of the Standard Specifications. Prior to placement of fill materials, areas to be filled shall be free of standing water, frost, frozen material, trash and debris.

After fill placement and compaction, the Contractor shall grade surface to meet adjacent contours and provide flow to surface drainage structures. Grading shall not create any depressions that can retain water, create any diversions to surface flow, or block the intended flow of surface water.

For excavations conducted in areas where bituminous concrete or asphalt were cut and removed to facilitate access to the USTs, the Contractor shall restore the paved surfaces to equal or better quality than before disturbance. All pavement markings disturbed during construction shall be restored.

(6) Disposal Procedures:

Scrap metal (tanks, piping, etc) generated during the demolition process shall be recycled as scrap metal at an approved scrap metal recycling facility following cleaning.

Non-hazardous, non-metallic waste shall be recycled off site or disposed of at a landfill. The Contractor shall transport materials, including but not limited to concrete and asphalt, removed from excavated USTs and dispose/recycle off site as C&D bulky waste in accordance with the DEEP solid waste management standards. The Contractor shall recycle as much C&D bulky waste as practical.

Excavated underground items shall not be reused or salvaged by the Contractor.

(7) Post-Excavation and Removal Submittals:

The Contractor shall provide the Engineer, within 30 days of completion of the excavation and removal work, a compliance package; which shall include, but not be limited to, the following:

1. Shipping papers from the CT DEEP solid waste bulky waste disposal/recycling facility indicating receipt and acceptance of C&D bulky waste debris.

2. Shipping papers and Certificates of Destruction/Recycling from the approved scrap metal recycling facility indicating receipt and acceptance of scrap metal debris (tank, piping, etc).

Method of Measurement:

Removal and Disposal of Underground Petroleum Storage Tank will be measured as units (each). Materials associated with the excavation, removal and disposal of the USTs, fuel dispenser, and associated piping, such as permits, equipment, disposal, etc. will not be measured for payment.

Basis of Payment:

The Contract price for each UST removed shall include all related necessary work and material associated with the excavation, removal and disposal of the UST, including, but not limited to permits, equipment, material recycling and disposal, air monitoring, backfill, fencing, barricades, and lighting. No additional payment will be made for shoring, bracing, pumping, bailing, or for material or equipment necessary for the satisfactory completion of the work.

When directed by the Engineer, contaminated soil excavation will be paid for in accordance with Item 0101117A – Controlled Material Handling.

Removal and disposal of residual liquid product from the USTs will be in accordance with Item 0101143A – Handling and Disposal of Regulated Items.

Pay Item	Pay Unit
Removal and Disposal of Underground Petroleum Storage Tank	Each

ITEM #0101000A - ENVIRONMENTAL HEALTH AND SAFETY

Description:

Under this item, the Contractor shall establish protocols and provide procedures to protect the health and safety of its employees and subcontractors as related to the proposed construction activities performed within the Project LLAOEC. Work under this Item consists of the development and implementation of a written HASP that addresses the relative risk of exposure to documented hazards present within Project limits. The HASP shall establish health and safety protocols that address the relative risk of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to site conditions.

Note: The Engineer will prepare a site-specific health and safety plan which is compatible with the Contractor's plan and will be responsible for the health and safety of all Project Inspectors, Department employees and consulting engineers.

Materials:

The Contractor must provide chemical protective clothing (CPC) and personal protective equipment (PPE) as stipulated in the Contractor's HASP during the performance of work in areas identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and all subcontractors.

Construction Methods:

1-Existing Information: The Contractor shall utilize all available information and existing records and data pertaining to chemical and physical hazards associated with any of the regulated substances identified in the environmental site investigations to develop the HASP. A list of documents containing this data is found in "Notice to Contractor – Environmental Investigations".

2-General: The requirements set forth herein pertain to the provision of workers' health and safety as it relates to proposed Project activities when performed in the presence of hazardous or regulated materials or otherwise environmentally sensitive conditions. THE PROVISION OF WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS POSED TO CONTRACTOR EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

The Contractor shall be responsible for the development, implementation and oversight of the HASP throughout the performance of work within the limits of the LLAOEC, as identified in the Contract Documents, and in other areas identified by the Engineer or by the HASP where site conditions may pose a risk to worker health and safety and/or the environment. **No physical**

aspects of the work within the LLAOEC shall begin until the HASP is reviewed by the Engineer and is determined to meet the requirements of the specifications. However, the Contract time, in accordance with Article 1.03.08, will begin on the date stipulated in the Notice to Proceed.

3-Regulatory Requirements: All construction related activities performed by the Contractor within the limits of the LLAOEC or in other areas where site conditions may pose a risk to worker health and safety and/or the environment shall be performed in conformance with 29 CFR 1926, Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to 29 CFR 1910.120, Hazardous Waste Site Operations and Emergency Response (HAZWOPER) may also be required, where appropriate.

4-Submittals: Three copies of the HASP shall be submitted to the Engineer within four (4) weeks after the Award of Contract or four (4) weeks prior to the start of any work in the LLAOEC, whichever is first, but not before the Award of the Contract.

The HASP shall be developed by a qualified person designated by the Contractor. This qualified person shall be a Certified Industrial Hygienist (CIH), Certified Hazardous Material Manager (CHMM), or a Certified Safety Professional (CSP). He/she shall have review and approval authority over the HASP and be identified as the Health and Safety Manager (HSM). The HASP shall bear the signature of said HSM indicating that the HASP meets the minimum requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

The Engineer will review the HASP(s) within four (4) weeks of submittal and provide written comments as to deficiencies in and/or exceptions to the plan(s), if any, to assure consistency with the specifications, applicable standards, policies and practices and appropriateness given potential or known site conditions. Items identified in the HASP which do not conform to the specifications will be brought to the attention of the Contractor, and the Contractor shall revise the HASP to correct the deficiencies and resubmit it to the Engineer for determination of compliance with this item. The Contractor shall not be allowed to commence work activities in the LLAOEC, as shown on the Plan, or where site conditions exist which may pose a risk to worker health and safety and/or the environment, until the HASP has been reviewed and accepted by the Engineer. No claim for delay in the progress of work will be considered for the Contractor's failure to submit a HASP that conforms to the requirements of the Contract.

5-HASP Provisions:

(a) General Requirements: The Contractor shall prepare a HASP covering all Project site work regulated by 29 CFR 1910.120(b)/ 1926.65(b) to be performed by the Contractor and all subcontractors under this Contract. The HASP shall establish in detail, the protocols necessary for the recognition, evaluation, and control of all hazards associated with each task performed under this Contract. The HASP shall address site-specific safety and health hazards of each phase of site operation and include the requirements and procedures for employee protection. The level of detail provided in the HASP shall be tailored to the type of work, complexity of operations to be performed, and hazards

anticipated. Details about some activities may not be available when the initial HASP is prepared and submitted. Therefore, the HASP shall address, in as much detail as possible, all anticipated tasks, their related hazards and anticipated control measures.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. All topics regulated by the 29 CFR 1910.120(b)(4) and those listed below shall be addressed in the HASP. Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

(b) Elements:

(i) Site Description and Contamination Characterization: The Contractor shall provide a site description and contaminant characterization in the HASP that meets the requirements of 29 CFR 1910.120/1926.65.

(ii) Safety and Health Risk Analysis/Activity Hazard Analysis: The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors as noted in CFR 1910.120/126.65, paragraph (c)(7) employed to assess risk shall be described. The Contractor shall develop and justify action levels for implementation of engineering controls and personal protective equipment upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures and/or equipment shall be identified to mitigate each of the hazards identified.

(iii) Staff Organization, Qualifications and Responsibilities: The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements stipulated in 29 CFR 1910.120 and 29 CFR 1926.65, are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under "level C" conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP. Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the

HASP. Specific duties of each on-site team member should be identified. Typical team members include but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO on the site who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them. The qualifications of the HSO shall include completion of OSHA 40-hour HAZWOPER training, including current 8-hour refresher training, and 8-hour HAZWOPER supervisory training; a minimum of one year of working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of Federal and State safety regulations; specialized training or documented experience (one year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

(A) Directing and implementing the HASP.

(B) Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury (29 CFR 1926.21). All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.

(C) Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern.

(D) Contacting the Contractor's HSM and the Engineer immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern.

(E) Authorizing work to resume, upon approval from the Contractor's HSM.

(F) Directing activities, as defined in the Contractor's written HASP, during emergency situations; and

(G) Providing personal monitoring where applicable, and as identified in the HASP.

(iv) Employee Training Assignments: The Contractor shall develop a training program to inform employees, supplier's representatives, and official visitors of the special hazards and procedures (including PPE, its uses and inspections) to control these hazards during field operations. Official visitors include but are not limited to Federal Agency Representatives, State Agency Representatives, Municipal Agency Representatives, Contractors, subcontractors, etc. This program shall be consistent with the requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

(v) Personal Protective Equipment: The plan shall include the requirements and procedures for employee protection and should include a detailed section on respiratory protection. The Contractor shall describe in detail and provide appropriate personal protective equipment (PPE) to insure that workers are not exposed to levels greater than the action level for identified hazards for each operation stated for each work zone. The level of protection shall be specific for each operation and shall be in compliance with all requirements of 29 CFR 1910 and 29 CFR 1926. The Contractor shall provide, maintain, and properly dispose of all PPE.

(vi) Medical Surveillance Program: All on-site Contractor personnel engaged in 29 CFR 1910.120/1926.65 operations shall have medical examinations meeting the requirements of 29 CFR 1910.120(f) prior to commencement of work.

The HASP shall include certification of medical evaluation and clearance by the physician for each employee engaged in 29 CFR 1910.120/1926.65 operations at the site.

(vii) Exposure Monitoring/Air Sampling Program: The Contractor shall submit an Air Monitoring Plan as part of the HASP which is consistent with 29 CFR 1910.120, paragraphs (b)(4)(ii)(E), (c)(6), and (h). The Contractor shall identify specific air sampling equipment, locations, and frequencies in the air-monitoring plan. Air and exposure monitoring requirements shall be specified in the Contractor's HASP. The Contractor's CIH shall specify exposure monitoring/air sampling requirements after a careful review of the contaminants of concern and planned site activities.

(viii) Site Layout and Control: The HASP shall include a map, work zone delineation (support, contamination, reduction and exclusion), on/off-site communications, site access controls, and security (physical and procedural).

(ix) Communications: Written procedures for routine and emergency communications procedures shall be included in the Contractor's HASP.

(x) Personal Hygiene, Personal Decontamination and Equipment Decontamination: Decontamination facilities and procedures for personnel protective equipment, sampling equipment, and heavy equipment shall be discussed in detail in the HASP.

(xi) Emergency Equipment and First Aid Requirements: The Contractor shall provide appropriate emergency first aid kits and equipment suitable to treat exposure to the hazards identified, including chemical agents. The Contractor will provide personnel that have certified first aid/CPR training on site at all times during site operations.

(xii) Emergency Response Plan and Spill Containment Program: The Contractor shall establish procedures in order to take emergency action in the event of immediate hazards (i.e., a chemical agent leak or spill, fire or personal injury). Personnel and facilities supplying support in emergency procedures will be identified. The emergency equipment to be present at the site and the Emergency Response Plan procedures, as required 29 CFR 1910.120, paragraph (1)(1)(ii) shall be specified in the Emergency Response Plan. The Emergency Response Plan shall be included as part of the HASP. This Emergency Response Plan shall include written directions to the closest hospital as well as a map showing the route to the hospital.

(xiii) Logs, Reports and Record Keeping: The Contractor shall maintain safety inspections, logs, and reports, accident/incident reports, medical certifications, training logs, monitoring results, etc. All exposure and medical monitoring records are to be maintained according to 29 CFR 1910 and 29 CFR 1926. The format of these logs and reports shall be developed by the Contractor to include training logs, daily logs, weekly reports, safety meetings, medical surveillance records, and a phase-out report. These logs, records, and reports shall be maintained by the Contractor and be made available to the Engineer.

The Contractor shall immediately notify the Engineer of any accident/incident. Within two working days of any reportable accident/incident, the Contractor shall complete and submit to the Engineer an accident report.

(xiv) Confined space entry procedures: Confined space entry procedures, both permit required and non permit required, shall be discussed in detail.

(xv) Pre-entry briefings: The HASP shall provide for pre-entry briefings to be held prior to initiating any site activity and at such other times as necessary to ensure that employees are apprised of the HASP and that this plan in being followed.

(xvi) Inspections/audits: The HSM or HSO shall conduct Inspections or audits to determine the effectiveness of the HASP. The Contractor shall correct any deficiencies in the effectiveness of the HASP.

6-HASP Implementation: The Contractor shall implement and maintain the HASP throughout the performance of work. In areas identified as having a potential risk to worker health and safety, and in any other areas deemed appropriate by the HSO, the Contractor shall be prepared to immediately implement the appropriate health and safety measures, including but not limited to the use of personal protective equipment (PPE), and engineering and administrative controls.

If the Engineer observes deficiencies in the Contractor's operations with respect to the HASP, they shall be assembled in a written field directive and given to the Contractor. The Contractor shall immediately correct the deficiencies and respond, in writing, as to how each was corrected. Failure to bring the work area(s) and implementation procedures into compliance will result in a Stop Work Order and a written directive to discuss an appropriate resolution(s) to the matter. When the Contractor demonstrates compliance, the Engineer shall remove the Stop Work Order. If a Stop Work Order has been issued for cause, no delay claims on the part of the Contractor will be honored.

Disposable CPC/PPE, i.e. disposable coveralls, gloves, etc., which come in direct contact with hazardous or potentially hazardous material shall be placed into 55 gallon USDOT 17-H drums and disposed of in accordance with Federal, State, and local regulations. The drums shall be temporarily staged and secured within the WSA until the material is appropriately disposed.

7-HASP Revisions: The HASP shall be maintained at the site by the Contractor and shall be kept current with construction activities and site conditions under this Contract. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods and/or alterations in the relative risk present. All changes and modifications shall be signed by the Contractor's HSM and shall require the review and acceptance by the Engineer prior to the implementation of such changes.

Should any unforeseen hazard become evident during the performance of the work, the HSO shall bring such hazard to the attention of the Contractor and the Engineer as soon as possible. In the interim, the Contractor shall take action, including Stop Work Orders and/or upgrading PPE as necessary to re-establish and maintain safe working conditions and to safeguard site personnel, visitors, the public and the environment. The HASP shall then be revised/amended to reflect the changed condition.

Method of Measurement:

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 HASP in accordance with these Specifications.
(b) The cost per month for the duration of the Project to implement the HASP and provide the services of the HSM and the HSO.

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 HASP has been kept current and is being implemented and the monthly cost will be certified for payment.

(c) Any month where the HASP is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If the HASP is not current or being implemented for more than thirty calendar days, there will be no monthly payment.

(d) Failure of the Contractor to implement the HASP in accordance with this Specification shall result in the withholding of all Contract payments.

Basis of Payment:

This work will be paid for at the Contract lump sum price for "Environmental Health and Safety" which price shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project to maintain, revise, monitor and implement the HASP. Such costs include providing the services of the HSM and HSO, Contractor employee training, chemical protective clothing (CPC), personal protective equipment (PPE), disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring and all other HASP protocols and procedures established to protect the Health and Safety for all on-site workers.

Pay Item	Pay Unit
Environmental Health and Safety	L.S.

ITEM #0101117A - CONTROLLED MATERIALS HANDLING

Description:

Soil encountered (that requires excavation, determined by Engineer) during the removal of the two USTs, fuel dispenser, and associated piping from the LLAOEC will be field evaluated and determined if it should be handled as controlled material. Therefore, work under this Item is intended to provide specific procedural requirements to be followed by the Contractor during the excavation if the material within the LLAOEC which has been deemed Controlled Material by the Departments environmental consultant, and as shown on the Project Plans. This supplements Specification Sections 2.02, 2.03, 2.06, and 2.86, and Contract Special Provisions for excavation wherever contaminated materials are encountered. Work under this item shall include transporting and stockpiling materials at the WSA; and covering, securing, and maintaining the stockpiled materials throughout the duration of the Project. All materials, excluding the existing pavement structure (asphalt and subbase), rock/gravel, ledge, and concrete, excavated within LLAOEC may be considered Controlled Materials, if so determined by the Engineer.

Low-level impact was identified within the LLAOEC including the potential for Controlled Materials consisting of non-hazardous levels of regulated substances as documented in the reports listed in the "Notice to Contractor – Environmental Investigations." Where contaminated soils are excavated, such soil will not be reusable as backfill, unless authorized by the Engineer in writing, and will require special handling, disposal and documentation procedures.

Materials:

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

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

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

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

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

Construction Methods:

A. General

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

Materials removed from any excavation within the LLAOEC shall be re-used within the project limits, unless otherwise directed by the Engineer, at which point it will be transported directly to the Project to the WSA. The stockpiles of excavated Controlled Materials shall be maintained as shown on the Project Plans. The Contractor shall plan excavation activities within the LLAOEC in consideration of the capacity of WSA, and the material testing and disposal requirements of the applicable Contract item. **No claims for delay shall be considered based on the Contractor's failure to coordinate excavation activities as specified herein.**

The Engineer will sample the stockpiled Controlled Materials at a frequency and for the constituents to meet the acceptance criteria of the treatment/recycling/disposal facilities submitted by the Contractor. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. Turnaround time is the period of time beginning when the Contractor notifies the Engineer which facility it intends to use and that the stockpile is ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment/recycling/disposal facility may prompt the need to resample and will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Engineer. Upon receipt, the Engineer will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

B. Transportation and Stockpiling

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

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

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

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

transportation;

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

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

Given the low-level impact identified in the LLAOEC, construction of the WSA prior to the initiation of tank closure activities is not anticipated. However, the Contractor should be prepared to construct a WSA when directed by the Engineer if Controlled Materials are encountered during tank removal or if excess impacted materials (below RSR criteria) cannot be reused in the excavations. Plastic polyethylene sheeting shall underlay all excavated Controlled Materials. Measures shall be implemented to divert rainfall away from the WSA.

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

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

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

C. WSA Maintenance

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

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

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

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

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

D. Dewatering

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

E. Decontamination

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

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle Controlled Materials. Decontamination shall be conducted at an area designated by the Engineer and may be required prior to equipment and supplies leaving the Project, between stages of the work, or between work in different AOEC's.

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

F. Dust Control

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

1. Employ reasonable fugitive dust suppression techniques.
2. Visually observe the amounts of particulate and/or fugitive dust generated during the handling of Controlled Materials. If the apparent amount of fugitive dust and/or particulate matter is not acceptable to the Engineer, the Engineer may direct the

Contractor to implement corrective measures at his discretion, including, but not limited to, the following:

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

G. Permit Compliance

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

1. Operate, maintain and repair the WSA in conformance with the requirements of the General Permit.
2. Maintain a communications system capable of summoning fire, police, and/or other emergency service personnel.
3. Prevent unauthorized entry onto the stockpiles by the use of fences, gates, or other natural or artificial barriers.
4. Separate incidental excavation waste to the satisfaction of the receiving facility or to an extent that renders the contaminated soil and/or sediment suitable for its intended reuse.
5. Isolate and temporarily store incidental waste in a safe manner prior to off-site transport to a facility lawfully authorized to accept such waste.
6. Not store more that 100 cubic yards of incidental waste at any one time.
7. Sort, separate and isolate all hazardous waste from contaminated soil and/or sediment.
8. Prevent or minimize the transfer or infiltration of contaminants from the stockpiles to the ground as detailed in "B. Transportation and Stockpiling" above.
9. Securely cover each stockpile of soil as detailed in "C. WSA Maintenance" above.
10. Minimize wind erosion and dust transport as detailed in "F. Dust Control" above.
11. Use anti-tracking measures at the WSA to ensure the vehicles do not track soil from the WSA onto a public roadway at any time.
12. Instruct the transporters of contaminated soil and/or sediment of best management practices for the transportation of such soil (properly covered loads, removing loose material from dump body, etc.).
13. Control all traffic related to the operation of the facility in such a way as to mitigate the queuing of vehicles off site and excessive or unsafe traffic impact in the area where the facility is located.
14. Ensure that except as allowed in section 22a-174-18(b)(3)(C) of the Regulations of Connecticut State Agencies, trucks are not left idling for more than three (3) consecutive minutes.

Method of Measurement:

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

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

Basis of Payment:

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

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

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

Securing, construction and dismantling of the WSA shall be paid for under Item 101128A. Handling and disposal of contaminated groundwater will be paid for under Item 0204210A. Payment for dust control activities shall be made under the appropriate Contract items.

Pay Item	Pay Unit
Controlled Materials Handling	CY

ITEM #0101128A - SECURING, CONSTRUCTION AND DISMANTLING OF A WASTE STOCKPILE AND TREATMENT AREA

Description:

Work under this Item shall consist of the securing, construction and dismantling of the temporary Waste Stockpile Area at the location designated on the Project Plans and in accordance with the Contract. All controlled materials excavated during construction activities shall be stockpiled in the WSA. The WSA shown on the Plans is to be used exclusively for temporary stockpiling of excavated materials from within Project LLAOEC(s) for determination of disposal classification, if deemed necessary by the Engineer.

Materials:

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

Polyethylene plastic sheeting for underlayment on paved surfaces shall be a minimum thickness of thirty (30) mil and a minimum width of ten (10) feet.

Sand bags used to secure polyethylene sheeting soil covers shall have a minimum weight of thirty (3) pounds.

Hay bales shall conform to the requirements of Section 2.18.02 of the Specifications.

Roll-off/Storage Containers shall be of watertight, steel-body construction, of the size specified and able to handle the storage and subsequent transportation of material to the disposal facility.

Construction Methods:

The WSA shall be constructed in accordance with the Contract at the location shown on the Project Plans.

Construction of the WSA shall be completed at the direction of the Engineer if Controlled Materials are identified during tank removal activities. The Contractor is responsible for the maintenance and protection of all utilities potentially affected during WSA construction. The Contractor shall locate and mark all existing utilities potentially affected prior to initiating WSA construction.

The proposed location of the WSA shall be cleared of any debris and vegetation as directed by the Engineer. Any objectionable materials, which may result in damage to the polyethylene sheeting underlayment, shall be removed prior to stockpiling excavated controlled materials.

Following the removal of all stockpiled material, the Contractor shall use dry decontamination procedures for all surfaces of the WSA as directed by the Engineer. Residual materials shall be disposed of as Controlled Materials. If the results from dry methods are unsatisfactory to the Engineer, the Contractor shall modify decontamination procedures as required.

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

1. Construct and repair the WSA in conformance with the requirements of the General Permit.
2. Prevent unauthorized entry onto the stockpiles by the use of fences, gates, or other natural or artificial barriers.
3. Install anti-tracking measures at the WSA to ensure the vehicles do not track soil from the WSA onto a public roadway at any time.
4. Post and maintain a sign that is visible from a distance of at least 25 feet at the WSA identifying the name of the permittee (State of CT, Department of Transportation), the DOT field office phone number, the hours of operation for the WSA, and the phrase, "Temporary Soil Staging Area". Lettering shall be at least 1 inch high with a minimum overall sign dimension of 4 feet wide by 2 feet high. Such sign is only required if the capacity of the WSA is equal to or greater than 1,000 cubic yards. If initially the WSA capacity is less than 1,000 cubic yards and the WSA capacity is subsequently increased, the Contractor shall post and maintain the required sign at no additional cost to the State, prior to stockpiling the additional material.

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.

Upon completion of the Project and following removal of all residual Controlled Materials, the Contractor shall dismantle the WSA and return the area to original condition. During dismantling, the Contractor shall remove all materials such as polyethylene sheeting and sand bags. Materials shall be disposed of by the Contractor as solid waste in accordance with the Contract and all Federal, State and local regulations.

Operation and maintenance of the WSA shall be included under Item 101117A "Controlled Material Handling".

Method of Measurement:

This work will be measured for payment at the Lump Sum cost for securing, construction, and dismantling of a WSA.

Basis of Payment:

This work will be paid for at the Contract Lump Sum, which shall include all materials, tools, labor, equipment, permits, and work needed to secure, construct, decontaminate and dismantle the WSA, including all clearing, grubbing, grading, clean up, site restoration and seeding.

All materials, labor and equipment associated with compliance with the General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer) will not be measured separately, but will be considered incidental to the item "Securing, Construction and Dismantling of a Waste Stockpile and Treatment Area".

Pay Item	Pay Unit
Securing, Construction and Dismantling Of a Waste Stockpile and Treatment Area	L.S.

ITEM #0101143A - HANDLING AND DISPOSAL OF REGULATED ITEMS

Description:

Work under this item shall include the management of regulated items and all associated work by persons who are knowledgeable, qualified and trained in the handling and disposal of these materials/items and the subsequent cleaning of the affected environment. Regulated items include hazardous and other materials and wastes, the disposal of which is restricted by Federal and/or State laws and regulations, which are contained in the two underground storage tanks (USTs), fuel dispenser, and associated piping scheduled for removal. 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 & DEEP 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 the contents of the two USTs, fuel dispenser, and associated piping located within the Project Limits as shown on the Project Plans. Cleaning fluids utilized by the Contractor to remove residual oil/sludge from the interiors of the two USTs shall also be contained, collected, removed, handled, packed, labeled, transported, manifested, and recycled or disposed along with the contents of the two USTs.

The Contractor is responsible for verifying the actual locations of the USTs to be removed and the volume of the contents of the two USTs and associated piping.

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 and Connecticut Regulated 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.

Clean Harbors of Connecticut, Inc. 51 Broderick Road Bristol, CT 06010 (860) 583-8917	Tradebe Environmental Services Inc. (AKA Bridgeport United Recycling, Inc.) 50 Cross Street Bridgeport, CT 06610 (800) 404-4408 (888) 276-0887
Tradebe Treatment & Recycling Northeast, LLC. 136 Gracey Avenue Meriden, CT 06451 (203) 238-6745 (888) 276-0887	

(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 DEEP.
2. Hazard communication training for all employees performing this work.
3. Regulated Items Handling and Disposal Work Plan and Schedule.
4. Names of the treatment facilities, recycling facilities and/or disposal facilities the Contractor intends to use to receive each type of regulated item.
5. "Disposal Facility Material Acceptance Certification" forms from each facility, which shall be signed by an authorized representative of each disposal facility.
6. Disposal facility acceptance criteria and sampling frequency requirements.
7. Names of the Hazardous Material Transporter(s) the Contractor intends use to transport hazardous materials from this Project.
8. Hazardous Material Transporter USDOT Certificate of Registration for each transporter.
9. Hazardous Waste Transporter Permit for the State of Connecticut, the destination state(s), and all other applicable states for each transporter.

Thirty (30) days prior to the start of work that will generate RCRA hazardous waste above conditionally exempt small quantities, the Contractor shall obtain from the Engineer a temporary EPA Hazardous Waste Generators ID number, for use in manifesting the waste.

No transporter or 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.

Disposal Facility Materials Acceptance Certification

Project Number 0078-0094

Project Location Marlborough, CT

Facility Name _____ Telephone _____

Facility Address _____ Fax _____

_____

_____

The Contractor has supplied the analytical data contained in the report concerning the site investigation performed by the Department. I have personally reviewed this data and intend to accept the following:

Hazardous materials, specifically _____, as described in Item #0101143A Handling and Disposal of Regulated Items for the subject Project at a cost of $ _____ per _____(specify unit) for disposal and an additional $_____per_____(specify unit) for transportation from the Project to the facility (if applicable).

This intent to accept the material will be subject to and dependent upon the facility's subsequent evaluation of the waste characterization documentation to be provided to the Contractor by the Engineer.

Authorized Facility
Representative _____/_____
Printed/Typed Name Title

_____/_____
Signature Date

Note: The facility shall attach the acceptance criteria and facility sampling frequency requirements to this document.

DO NOT ALTER FORM IN ANY WAY. FORM MUST BE COMPLETED IN ENTIRETY.

(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.

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 at the 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, DEEP 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, DEEP 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.

Properly remove, handle, pack, label, transport, manifest and recycle or dispose of the regulated items listed below:

- **oil product and/or sludge bottoms from a 4,000-gallon gasoline and 4,000-gallon diesel underground storage tanks (USTs)**

- **fluids generated from the cleaning of the interiors of the USTs, piping and dispensers.**

- **Fuel dispenser and associated piping.**

Upon discovery of any previously unidentified regulated items during the removal of the USTs, 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.

(d) Waste Disposal

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 CTDOT 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.

(e) Project Closeout Data:

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.

Pay Item	Pay Unit
Handling and Disposal of Regulated Items	Estimate

ITEM #0177150A - GENERAL BUILDING RENOVATION

Description: Under this item, the Contractor shall complete all work depicted on the Contract Plans and described in the CSI-formatted Specifications that make up this Major Lump Sum Item (MLSI). Refer to Form 817 Article 1.20-1.02.04 for additional information in this regard.

Any work incidental to another bid item which is not specifically described or included in the bid item, but which is required for performance and completion of the work required under the Contract, shall be considered to be included under this item.

Materials: All materials shall be as required by the Contract Plans and as described in the CSI-formatted Specifications that make up this MLSI.

Construction Methods: All methods of construction shall conform to the requirements as stipulated in the CSI-formatted Specifications that make up this MLSI.

Method of Measurement: This item will be paid for at the contract lump sum price for "General Building Renovation" complete.

Basis of Payment: This item will be paid for at the contract lump sum price for "General Building Renovation", which price shall include all administrative and procedural requirements, material, equipment, labor, and work incidental thereto.

PAY ITEM	PAY UNIT
General Building Renovation	LS

Date 9/19/18

ITEM #0202315A - DISPOSAL OF CONTROLLED MATERIALS

Description:

Work under this item shall consist of the loading, transportation and final off-site disposal/ recycling/treatment of controlled materials (excluding dewatering fluids) that have been generated from the excavation within the LLAOEC, brought to the WSA and determined to be contaminated with regulated substances at non-hazardous levels. This contamination is documented in the reports listed in the "Notice to Contractor – Environmental Investigations." The results contained in the environmental investigation reports listed in the "Notice to Contractor – Environmental Investigations" show levels of various contaminants that the Contractor may encounter during construction. Actual levels found during construction may vary and such variations will not be considered a change in condition provided the material can still be disposed as non-hazardous at one or more of the disposal facilities listed herein. The controlled materials, after proper characterization by the Engineer, shall be taken from the WSA, loaded, transported to and treated/recycled/disposed of at a permitted treatment/recycle/disposal facility listed herein.

The Contractor must use one or more of the following Department-approved treatment/recycle/ disposal facilities for the disposal of non-hazardous materials or another facility on the CTDOT approved list:

Phoenix Soil, LLC 58 North Washington Street Plainville, CT 06062 (860) 747-8888: Sandra Zac	ESMI of New Hampshire 67 International Drive Loudon, NH 03307 (603) 783-0228: Steve Bennitt
ESMI of New York 304 Towpath Road Fort Edward, New York 12828 (800) 511-3764: Peter Hanson	Manchester Landfill 311 Olcott Street Manchester, CT (860)647-5279: Brooks Parker
Ted Ondrick Company, LLC 58 Industrial Road Chicopee, MA 01020 (413) 592-2566: David Costanzo	Clean Earth of Carteret 24 Middlesex Avenue Carteret, NJ 07008 (732) 541-8909: Cheryl Coffee
Clean Earth of Philadelphia 3201 S. 61 Street Philadelphia, PA 19153 (215) 724-5520: Mike Kelly	Cumberland County Landfill 135 Vaughn Road Shippensburg, PA 17257 (717) 729-2060: Don Demkovitz

The Southbridge Recycling and Disposal Park 165 Barefoot Road Southbridge, MA 01550 (603) 235-3597: Scott Sampson	Hazelton Creek Properties, LLC * 280 South Church Street Hazelton, PA 18201 (570) 501-5050: Allen Swantek
Colonie Landfill 1319 Louden Road Cohoes, NY 12047 (518) 951-0794: Eric Morales	Red Technologies Soil 232 Airline Avenue Portland, CT 06980 (860) 342-1022: Chris Windangle

* Note: each bin will require an additional 10 days (or more) for PADEP to review analytical data and approve material for disposal prior to facility acceptance of material. This is in addition to all other restrictions and wait periods defined below.

The above list contains treatment/recycle/disposal facilities which can accept the waste stream generated by the project in quantities that may be limited by their permits and their operations restrictions. It is the responsibility of the contractor to verify that a facility will be available and capable of handling the volume as well as the chemical and physical characteristics of material generated by the project.

Construction Methods:

A. Material Disposal

The Engineer will sample materials stored at the WSAs at a frequency established by the selected treatment/recycling/disposal facilities. The Contractor shall designate to the Engineer which facility it intends to use, as well as the facility acceptance criteria and sampling frequency, prior to samples being taken. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. Turnaround time is the period of time beginning when the Contractor notifies the Engineer which facility it intends to use and that the bin within the WSA is full and ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment/recycling/disposal facility may prompt the need to resample and will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Engineer. Upon receipt, the Engineer will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

The Contractor shall obtain and complete all paperwork necessary to arrange for material disposal (such as disposal facility waste profile sheets). It is solely the Contractor's responsibility to co-ordinate the disposal of controlled 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 selected 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.

Any material processing (including but not limited to the removal of woody debris, scrap metal, pressure-treated and untreated wood timber, large stone, concrete, polyethylene sheeting or similar material) required by the Contractor's selected facility will be completed by the Contractor prior to the material leaving the site. It is solely the Contractor's responsibility to meet any such requirements of its facility. Any materials removed shall be disposed of or recycled in a manner acceptable to the Engineer at no additional cost.

All manifests or bills of lading utilized to accompany the transportation of the material shall be prepared by the Contractor and signed by an authorized Department representative, as Generator, for each truck load of material that leaves the site. The Contractor shall forward the appropriate original copies of all manifests or bills of lading to the Engineer the same day the material leaves the Project.

A load-specific certificate of treatment/recycling/disposal, signed by the authorized agent representing the disposal facility, shall be obtained by the Contractor and promptly delivered to the Engineer for each load.

B. Material 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 controlled materials off-site:

- Transported controlled materials are to be covered sufficiently prior to leaving the site to prevent the loss of material during transport. Controlled materials must remain covered until the arrival at the selected treatment/recycling/disposal facility.

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

- No materials shall leave the site unless a treatment/recycling/disposal facility willing to accept all of the material being transported and has agreed to accept the type and quantity of waste.

C. 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 site that has not been thoroughly decontaminated prior to arrival.

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle Controlled Materials. Decontamination shall be conducted at an area designated by the Engineer and shall be required prior to equipment and supplies leaving the Project, between stages of the work, and between work in different LLAOECs.

The Contractor shall use dry decontamination procedures. Residuals from dry decontamination activities shall be collected and managed as Controlled 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.

Method of Measurement:

The work of "DISPOSAL OF CONTROLLED MATERIALS" will be measured for payment as the actual net weight in tons of material delivered to the treatment/recycling/disposal facility. Such determinations shall be made by measuring each hauling vehicle on the certified permanent scales at the treatment/recycling/disposal facility. Total weight will be the summation of weight bills issued by the facility specific to this Project. Excess excavations made by the Contractor beyond the payment limits specified in Specification Sections 2.02, 2.03, 2.06, and 2.86, or the Contract Special Provisions (as appropriate) will not be measured for payment and the Contractor assumes responsibility for all costs associated with the appropriate handling, management and disposal of this material.

The disposal of excavated materials, originally anticipated to be controlled materials, but determined by characterization sampling not to contain concentrations of regulated chemicals (non-polluted or "clean" materials) will not be measured for payment under this item but will be considered as surplus excavated materials and will be paid in accordance with Article 1.04.05.

Any materials stored in the WSAs, and which are reused within Project limits, will not be measured for payment under this item. This material will be paid for under Item 0202318A – Management of Reusable Controlled Material or in accordance with Article 1.04.05 in the item's absence.

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

Any material processing required by the Contractor-selected disposal facility, including the

proper disposal of all removed materials other than creosote treated wood, will not be measured for payment.

Basis of Payment:

This work will be paid for at the Contract unit price, which shall include the loading and transportation of controlled materials from the WSAs to the treatment/recycling/disposal facility; the fees paid to the facility for treatment/recycling/disposal; the preparation of all related paperwork; and all equipment, materials, tools, and labor incidental to this work. **This unit price will be applicable to all of the listed disposal facilities and will not change for the duration of the Project.**

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

Pay Item	Pay Unit
Disposal of Controlled Materials	Ton

ITEM #0202318A - MANAGEMENT OF REUSABLE CONTROLLED MATERIAL

Description:

Work under this item shall include all materials, equipment, tools and labor required to load, transport from the WSA, place, and compact reusable controlled materials in fill areas located within the Project limits. "Reusable controlled material" is soil that contains contaminant concentrations above analytical detection limits, but below the applicable regulatory criteria.

Construction Methods:

Controlled material stored within the WSA which is determined to be reusable following analytical testing shall be loaded, transported, placed and compacted at fill areas located within the Project limits in accordance with the following conditions: (1) such soil is deemed to be structurally suitable for use as fill by the Engineer; (2) such soil is not placed below the water table; 3) the DEEP groundwater classification of the area where the soil is to be reused as fill does not preclude said reuse; and (4) such soil is not placed in an area subject to erosion.

Method of Measurement:

"Management of Reusable Controlled Material" will be measured for payment by the number of cubic yards of material loaded and transported from the WSA and placed at fill areas located within the Project limits in accordance with the Contract.

Basis of Payment:

"Management of Reusable Controlled Material" will be paid for at the Contract unit price, which shall include all materials, equipment, tools and labor necessary to load and transport reusable controlled materials from the WSA to fill areas located within the Project limits and to place and compact the reusable material. This price shall include any decontamination of soil handling equipment, and the treatment/recycling/disposal of wastes generated in conjunction with such decontamination.

No separate payment will be made for consolidating previously tested individual stockpiles that have been deemed reusable, but shall be considered incidental to the work.

The disposal of any reusable controlled material that fails to meet material testing requirements for the intended use in accordance with the Contract requirements, as well as any excess reusable material, will be paid under Item 202315A, "Disposal of Controlled Material".

Pay Item	Pay Unit
Management of Reusable Controlled Materials	CY

ITEM #0406996A - PAVING FABRIC

Description:
Work under this item shall consist of furnishing and installing paving fabric on a bituminous concrete base course and covered with a bituminous concrete top course in the locations and to the dimensions shown on the plans as directed or as approved by the Engineer.

Submittals: Submit Product Data, including complete materials of construction and method of installation. Pavement fabric manufacturer to submit certified statement of factory testing and UL certificate upon approval.

Materials:
Paving Fabric: Paving fabric shall be 4.6 ounces per square yard. Provide Mirafi MPV600 by TenCate, Petromat 4597 by Propex, or equal.

Sealant: Uncut asphalt cement in conformance with fabric manufacturer's recommendations.

Construction Methods:
Install paving fabric in areas as shown on the plans. All materials shall be installed in strict accordance with the manufacturer's recommendations. A technical representative of the manufacturer shall be present at the job site for a minimum of one 8-hour workday in order to supervise the initial installation of the paving fabric.

Examine the areas and conditions under which paving fabric will be installed. Correct conditions detrimental to proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

Protect fabric from traffic during all operations. Do not allow excessive wrinkling and/or folding of the material to occur. Do not puncture or tear the fabric. Fabric damaged during construction shall be repaired in strict accordance with the manufacturer's recommendations.

Uniformly spray sealant over the surface. The rate of application shall be as recommended by the manufacturer. Apply the sealant 2 to 6 inches beyond the width of the fabric. Using a pneumatic roller, unroll fabric onto sealant. Minimize folds and wrinkles. Fabric can be cut at folds or to fit tight areas. Create joints using fabric with 1 to 3 inches overlap and approximately 0.25 gallons of sealant per square yard.

Apply bituminous top course on same day as installation of fabric. Compact as indicated on the drawings and specified herein. Turning or stopping equipment should be avoided while on the site, as this may cause tearing or displacement of the fabric.

Provide at least one person who shall be thoroughly trained and experienced in the skills required, who shall be completely familiar with the design and application of the work, and who shall be present at all times during the progress of the work, and shall direct all work performed.

Method of Measurement:
This work will be measured for Payment by the actual number of square yards of paving fabric completed, accepted and measured in place.

Basis of Payment:
This work will be paid for at the unit price per square yard for "Paving Fabric" complete in place, which shall include paving fabric, sealant, tools, material and labor incidental thereto.

There will be no direct payment made for sealant, but the cost thereof shall be included in the cost of the paving fabric item.

Pay Item	Pay Unit
Paving Fabric	S.Y.

ITEM #0969070A - CONSTRUCTION FIELD OFFICE FURNISHINGS AND EQUIPMENT

Description: This item requires that all equipment, labor, materials, service contracts, maintenance, replacements, and incidental work necessary to maintain said equipment, be provided by the Contractor, for the duration of the work, and if necessary, for a close-out period determined by the Engineer. The equipment is for the exclusive use of CTDOT forces and others who may be engaged to augment CTDOT forces with relation to the contract. Ownership and liability of the equipment shall remain with the Contractor.

Materials/Supplies/Equipment: Materials, supplies and equipment shall be in like new condition and shall be approved by the Engineer.

General Requirements: This item does not include an office, but does include the equipment indicated below.

The Contractor shall provide the additional equipment and/or services described in this specification to the satisfaction of the Engineer.

The following equipment shall be provided:

QTY	Description:
1	Digital Camera as specified below under Computer Hardware and Software. All supplies and maintenance shall be provided by the Contractor.
1	Concrete Curing Box as specified below under Concrete Testing Equipment.
1	Concrete Air Meter as specified below under Concrete Testing Equipment.
1	Concrete Slump Cone as specified below under Concrete Testing Equipment.
0	Flip Phones as specified under Hardware and Software.
1	Smart Phones as specified under Hardware and Software.

The equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the equipment listed above shall be provided by the Contractor for the duration of the project at no additional charge.

Hardware and Software: Digital Cameras, Flip Phones and Smart Phones must meet the requirements of this specification as well as the latest minimum specifications posted, as of the project advertising date, at CTDOT's 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 Digital Camera(s), Flip Phones, or Smart Phones, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the CTDOT Administering District for review and approval. The Contractor will be solely responsible for the costs of any equipment purchased without approval.

After the approval of the hardware/software, the Contractor must coordinate delivery with the administering Construction District.

The Contractor shall provide all supplies, maintenance, and repairs (including labor and parts) for the hardware/software, 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.

Repair(s) or replacement(s) of equipment for any reason shall be provided at no additional cost to the State.

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.

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 will 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.

Method of Measurement: The furnishing and maintenance of the construction field office furnishings and equipment will be measured for payment by the number of calendar months that the equipment is in place and in operation, measured to the nearest month.

There will not be a price adjustment due to a change in the minimum computer system requirements.

Basis of Payment: The furnishing and maintenance of the construction field office furnishings and equipment will be paid at the listed unit price per month for the respective item "Construction Field Office Furnishings and Equipment", which price shall include all material, equipment, labor, service contracts, licenses, repair or replacement of hardware and software, related supplies and work incidental thereto, as well as any other costs to provide requirements of this specification.

Pay Item	Pay Unit
Construction Field Office Furnishings and Equipment	Month

INDEX OF CSI-FORMATTED SPECIFICATIONS
AND CORRESPONDING FORM 817 ITEM NUMBER
MAINTENANCE FACILITY TANK REPLACEMENT
AT MARLBOROUGH, CONNECTICUT
STATE PROJECT NO. 0078-0094

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY:

A. The Contractor shall engage the services of a qualified professional photographer to create a visual record of the construction of the Project.

1.2 INFORMATIONAL SUBMITTALS:

A. At the Preconstruction Meeting, submit to the Engineer for approval the name of the photographer who will be responsible for taking the photographs during construction.

1.3 PHOTOGRAPHIC DOCUMENTATION SUBMITTALS:

A. Transmittal of Submittals: The Contractor shall transmit the photographs and the key plan in a zipped folder submittal package and upload into ProjectWise “01.0 – Projects-Active” under the subfolder “160_Project Photos” under the project number main folder within 7 calendar days of taking the photographs. The specific work flow to do so will be distributed at the Preconstruction Meeting.

1. The Contractor shall attribute the submittal packages in ProjectWise using the following the following attributes and naming conventions:

    a. Discipline: CTR
    b. Main Category: CONTRACTOR
    c. Sub Category: PROGRESS PHOTOS
    d. Label: “Project Number-Progress Photos #XX-Date”
    e. Description: “Progress Photos #XX-Date”

2. Submittal packages shall be limited to 100 MB; larger packages will need to be broken up.
3. After uploading photographs and the key plan, the Contractor shall provide e-mail notification to submittal reviewers and other key personnel at their business e-mail address that the submittals have been uploaded and are available for review. The Contractor shall provide a web link to the zipped folder submittal within their e-mail notification. The Contractor shall include the following information in the notification e-mail subject line in this order: “Project Number-Progress Photos #XX-Date”.

1.4 QUALITY ASSURANCE:

A. Photographer Qualifications: A professional photographer with a minimum of 3 years' experience on construction projects.

1.5 FORMATS AND MEDIA:

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions. Individual images may be approximately 5 MB to allow the Department to print clear 8x10 photographs at a later date.

B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software. Include metadata to record the accurate date and time and GPS location data from camera.

1.6 CONSTRUCTION PHOTOGRAPHS:

A. General: The photographer shall take photographs with maximum depth of field and in focus. The photographer shall develop a key plan of the Project Site and building with notation of vantage points marked for location and direction of each photograph.

B. Pre-Construction: Before commencement of Project Work, the photographer shall take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by the Engineer. Flag construction limits before taking construction photographs. The photographer shall take **12** photographs to show existing conditions adjacent to property before starting the Work and of existing buildings either on or adjoining property to accurately record physical conditions at start of construction. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

C. Periodic: The photographer shall take **12** photographs monthly coinciding as closely as possible with the completion of a major construction phase. Select vantage points to show status of construction and progress since last photographs were taken. Prior to taking any photographs review the proposed vantage points with the Engineer. Photographs are for a record of the progress of work. Therefore, they shall be taken at a maximum interval of one month, whether or not they show any completion of work performed during the preceding month.

D. Final: The photographer shall take **12** photographs after the date of Substantial Completion for submission as Project Record Documents. The Engineer will inform photographer of desired vantage points.

E. Additional: The Engineer may request photographs in addition to periodic photographs specified with as few as 3 calendar days' notice except in emergency situations when the photographer shall take additional photographs within 24 hours of the request. Circumstances that could require additional photographs include, but are not limited to, the following: (1) special events planned at Project Site; (2) immediate follow-up when on-site events result in construction damage or losses; (3) photographs to be taken at off-site fabrication locations; (4) Substantial Completion of a major phase or component of the Work; and (5) Owner's request for special publicity photographs.

1.7 PHOTOGRAPHIC DOCUMENTATION RELEASE:

A. The photographer shall furnish to the Department a written photographic documentation release which states the following:

[Addressed to:]

Commissioner of Transportation
Department of Transportation
P.O. Box 317546
Newington, CT 06131-7546

Project Title and Number

We understand that all intellectual property rights associated with the photographic documentation prepared in direct service of the Contract shall transfer, along with the media itself, to the Department. We agree that said photographic documentation cannot be used for any purposes, including marketing, without the expressed written consent of the Department.

Signatures of Authorized Parties:

_____ _____
Photographer Signature Date

_____
Photographer Printed Name

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 017000 – CONSTRUCTION STAKING

PART 1 - GENERAL

1.1 SUMMARY:

A. The Contractor shall perform, including related administrative and procedural requirements, the following: construction layout and staking, field engineering and surveying, utility locations, general support services related to proposed construction methodology involving structural integrity or personnel safety, and civil engineering services.

B. Engage a Land Surveyor licensed in the State of Connecticut who is experienced in providing land-surveying services of the kind indicated.

C. Engage a Professional Engineer of the discipline required, licensed in the State of Connecticut, to perform engineering services of the kind indicated.

1.2 SUBMITTALS:

A. Submit a certificate signed by the Contractor and co-signed by a Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract.

B. Submit a record of Project work performed and project data as required under provisions of Form 817 Article 1.20-1.08.14.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Project Record Drawings: Appropriate scale reproducible final drawings shall be submitted to the Engineer. Drawings shall conform to an “Existing Building Location Survey” with a Class T-2 accuracy standard in accordance with the Connecticut General Statues, Section 20-300b.

PART 3 - EXECUTION

3.1 EXECUTION:

A. The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the work. Furnish location data for Project work that must be performed by public utilities serving the Project Site.

B. Furnish information that is necessary to adjust, move or relocate existing structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

C. The existing benchmarks, control points and property corners are shown on the plans.

D. Verify layout information shown on the plans, in relation to the control points and existing benchmarks before proceeding to layout the Project work. Notify the Engineer if discrepancies are discovered. Locate existing permanent benchmarks, control points, and similar reference points before beginning Project work. Preserve and protect permanent benchmarks and control points during construction operations. Do not change or relocate benchmarks or control points without the Engineer's prior written approval. Promptly report lost or destroyed control points, or the need to relocate permanent benchmarks or control points because of necessary changes in grades or locations. Promptly replace lost or destroyed benchmarks and control points. Base replacements on the original survey control points.

E. Establish and maintain a minimum of (2) permanent benchmarks on the Project Site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark. Record benchmark locations, with horizontal and vertical data, on Project Record Documents. Provide temporary reference points sufficient to locate the work where the actual location or elevation of layout points cannot be marked. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

F. Construction methodology shall be the Contractor's sole responsibility including the cost of using engineering services and recommendations as necessary. Inform the Engineer of any anticipated or encountered problems in construction methodology. Proceed with work only when such problems are fully resolved by the Contractor, using such engineering support services as required.

G. Work from lines and levels established by the control survey. Establish benchmarks and control points to set lines and levels at each area of construction as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale plans to determine dimensions. Advise entities engaged in construction activities, of marked lines and levels provided for their use. As construction proceeds, check every major element for line, level and plumb.

H. Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means. The Contractor shall identify and document by survey the extent, elevation, and location of all foundations and capped utilities to be left in place and backfilled. Appropriate scaled marked up drawings shall be furnished to the Engineer PRIOR to backfilling.

I. Locate and lay out control lines and levels for structures, building foundations, column grids and locations, floor levels including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from (2) or more locations.

J. Maintain a surveyor's log of control and other survey work. Make this log available to the Engineer for reference. Record deviations from required lines and levels, and advise the Engineer when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted by the Engineer and not corrected. Record the location of utilities at the time of installation in the log as well as on the As-Built drawings for permanent record. The recording Land Surveyor shall place its registration seal and accuracy statement regarding location of exterior underground utility lines on the utility plans of As-Built drawings.

END OF SECTION 017000

SECTION 300000 – FORM 817 SITE WORK

PART 1 - GENERAL:

1.1 SUMMARY:

A. EARTH EXCAVATION: Refer to Form 817 Article 02.02.01 for requirements related to this work.

B. CUT BITUMINOUS CONCRETE PAVEMENT: Refer to Form 817 Article 02.02.01 for requirements related to this work.

C. TRENCH EXCAVATION (0’-10’ DEEP): Refer to Form 817 Article 02.05.01 for requirements related to this work.

D. ANTI-TRACKING PAD: Refer to Form 817 Article 02.11.01 for requirements related to this work.

E. WATER POLUTION CONTROL: Refer to Form 817 Article 02.10.01 for requirements related to this work.

F. SEDIMENTATION CONTROL SYSTEM: Refer to Form 817 Article 02.19.01 for requirements related to this work.

G. TYPE ‘C-L’ CATCH BASIN TOP: Refer to Form 817 Article 05.07.01 for requirements related to this work.

H. RESET TYPE ‘C-L’ CATCH BASIN: Refer to Form 817 Article 05.07.01 for requirements related to this work.

I. BEDDING MATERIAL: Refer to Form 817 Article 06.51.02 for requirements related to this work.

J. TEMPORARY PRECAST CONCRETE BARRIER CURB: Refer to Form 817 Article 08.22.01 for requirements related to this work.

K. TEMPORARY PRECAST CONCRETE BARRIER CURB (10’ LONG): Refer to Form 817 Article 08.22.01 for requirements related to this work.

L. WATER FOR DUST CONTROL: Refer to Form 817 Article 09.43.01 for requirements related to this work.

M. FURNISHING AND PLACING TOPSOIL: Refer to Form 817 Article 09.44.01 for requirements related to this work.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. EARTH EXCAVATION: N/A

B. CUT BITUMINOUS CONCRETE PAVEMENT: N/A

C. TRENCH EXCAVATION (0’-10’ DEEP): N/A

D. ANTI-TRACKING PAD: Refer to Form 817 Article 02.11.02 for requirements related to this work.

E. WATER POLUTION CONTROL: Refer to Form 817 Article 02.10.02 for requirements related to this work.

F. SEDIMENTATION CONTROL SYSTEM: Refer to Form 817 Article 02.19.02 for requirements related to this work.

G. TYPE ‘C-L’ CATCH BASIN TOP: Refer to Form 817 Article 05.07.02 for requirements related to this work.

H. RESET TYPE ‘C-L’ CATCH BASIN: Refer to Form 817 Article 05.07.02 for requirements related to this work.

I. BEDDING MATERIAL: Refer to Form 817 Article 06.51.02 for requirements related to this work.

J. TEMPORARY PRECAST CONCRETE BARRIER CURB: Refer to Form 817 Article 08.22.02 for requirements related to this work.

K. TEMPORARY PRECAST CONCRETE BARRIER CURB (10’ LONG): Refer to Form 817 Article 08.22.02 for requirements related to this work.

L. WATER FOR DUST CONTROL: N/A

M. FURNISHING AND PLACING TOPSOIL: Refer to Form 817 Article 09.44.02 for requirements related to this work.

PART 3 - EXECUTION

3.1 EXECUTION:

A. EARTH EXCAVATION: Refer to Form 817 Article 02.02.03 for requirements related to this work.

B. CUT BITUMINOUS CONCRETE PAVEMENT: Refer to Form 817 Article 02.02.03 for requirements related to this work.

C. TRENCH EXCAVATION (0’-10’ DEEP): Refer to Form 817 Article 02.05.03 for requirements related to this work.

D. ANTI-TRACKING PAD: Refer to Form 817 Article 02.11.03 for requirements related to this work.

E. WATER POLUTION CONTROL: Refer to Form 817 Article 02.10.03 for requirements related to this work.

F. SEDIMENTATION CONTROL SYSTEM: Refer to Form 817 Article 02.19.03 for requirements related to this work.

G. TYPE ‘C-L’ CATCH BASIN TOP: Refer to Form 817 Article 05.07.03 for requirements related to this work.

H. RESET TYPE ‘C-L’ CATCH BASIN: Refer to Form 817 Article 05.07.03 for requirements related to this work.

I. BEDDING MATERIAL: Refer to Form 817 Article 06.51.03 for requirements related to this work.

J. TEMPORARY PRECAST CONCRETE BARRIER CURB: Refer to Form 817 Article 08.22.03 for requirements related to this work.

K. TEMPORARY PRECAST CONCRETE BARRIER CURB (10’ LONG): Refer to Form 817 Article 08.22.03 for requirements related to this work.

L. WATER FOR DUST CONTROL: Refer to Form 817 Article 09.43.03 for requirements related to this work.

M. FURNISHING AND PLACING TOPSOIL: Refer to Form 817 Article 09.44.03 for requirements related to this work.

END OF SECTION 300000

SECTION 300500 – TEMPORARY MAINTENACE WORK AREA

PART 1 - GENERAL

1.1 SUMMARY:

A. The Contractor shall provide temporary facilities for the exclusive use of Department personnel.

B. The Contractor shall:

1. Set-up all temporary facilities on the Project Site.
2. Connect all temporary facilities to all utilities and support services.
3. Make all temporary facilities fully functional and acceptable to the Engineer prior to the start of demolition of the existing motor fuel island.

C. The Department will make the following materials available to the Contractor for pickup at the Department's maintenance facility located at 1640 Saybrook Road, Haddam, CT to establish the temporary facilities:

1. 2,000 gallon diesel Aboveground Storage Tank.
2. Access Stairs.
3. Fuel Dispenser.
4. Fuel Management Unit.
5. Nozzle and Hose.
6. Filter and Adapter.

Contact Mr. Jeffrey Tedesco at (860) 666-8568 a minimum of 72 hours in advance to make arrangements to pick up materials.

D. The Owner will relocate personnel and materials such as office furniture, tools, and equipment from the existing facility into the temporary trailers. Upon completion of the Project, the Owner will return said items back to the renovated facility.

E. Temporary facilities shall remain on the Project Site for the duration of the Project, including Contract time extensions if any occur, and if required for a maximum of 30 days thereafter.

F. Temporary facilities shall be removed from the Project Site as described herein, unless otherwise noted.

1.2 SUBMITTALS:

A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and NOTICE TO CONTRACTOR – SUBMITTALS for the fuel dispensing equipment.

B. Product Data: For each type of product indicated. Include rated capacities of selected model clearly indicated, installation and start-up instructions, and calibration charts.

C. Shop Drawings: For each type of product indicated. Include wiring diagrams that detail wiring for power, signal, and control systems and differentiate between portions of wiring that are factory-installed and portions to be field-installed

D. The Engineer will approve the remaining materials to be installed by the Contractor, unless otherwise noted.

E. The Contractor shall register each aboveground fuel tank and serial number with STI in accordance with instructions provided by the tank manufacturer.

F. The Contractor shall submit the following special project warranty to the Engineer: 30 year warranty that the aboveground fuel tank was fabricated in accordance with requirements of UL 2085 and UL 142. This warranty shall be in addition to, and not a limitation of, the other rights the Engineer may have against the Contractor under the Contract.

PART 2 - PRODUCTS

2.1 FUEL DISPENSING ISLAND:

A. Compacted Granular Fill: Refer to Form 817, Section 2.14 “Compacted Granular Fill” for material and construction methods required.

B. Concrete Pads: Comply with the requirements in CSI Division 03 Section 033000, “Cast-in-Place Concrete.”

C. Precast Concrete Barriers: Refer to Form 817, Section 8.21 “Precast Concrete Barrier Curb” for material and construction methods required.

D. Temporary Steel Plate: 1” thick steel plate, conforming to ASTM A36, with minimum dimensions as shown on the plans.

E. The fuel dispensing equipment (tank, tank accessories, fuel dispenser, FMU, emergency controls and miscellaneous components) shall meet all of the applicable regulatory requirements set forth by ASTM, NFPA, STI, and UL.

F. Fire-Rated Aboveground Storage Tank: 500-gallon cylindrical tank with integral tank supports for the storage of unleaded gasoline at or near atmospheric pressure as manufactured by Fireguard, or an approved equal. The primary and secondary tanks

shall be manufactured in accordance with STI Publication No. F941-94, "Standard for Thermally Insulated Aboveground Storage Tanks."

1. The tank shall consist of an inner steel wall, encased by a porous lightweight thermal insulation material, and an outer steel wall. Thermal insulation shall provide a minimum two-hour fire rating, shall allow liquid to migrate through the interstice to the monitoring point, shall not be exposed to weathering and shall be protected by the steel secondary containment outer wall, and shall be factory installed and be in accordance with ASTM Standards C-332 and C-495.
2. The outer steel wall shall be UL 2085 listed for secondary containment and capable of providing a minimum 110% containment of the primary storage tank's content. A legible UL 2085 label shall be affixed to the side of the aboveground storage tank. Steel outer wall of the tank shall be coated to prolong weather resistance and to further reduce maintenance needs.

3. The tank shall include the following accessories:

    a. Provide an interstitial monitoring tube for monitoring the tank's interstice for liquids.
    b. Provide 1 CARB approved pressure/vacuum vent for the primary tank. Vent shall discharge upward and be protected from the rain. Vent installation shall comply with applicable sections of the fire and mechanical codes, including, but not limited to, NFPA 30 and NFPA 30A.
    c. Provide 1 emergency primary tank vent, sized based on the tank configuration, the primary tank capacity, and the product stored per manufacturers recommendations. Emergency venting shall comply with provisions of NFPA 30 and NFPA 30A.
    d. Provide 1 emergency vent for each secondary containment tank interstice. The venting capacity is determined by the tank configuration, secondary tank capacity, and the product stored per manufacturers recommendations. Emergency venting shall comply with provisions of NFPA 30, NFPA 30A, UL 142, and UL 2085. Vents shall be located as close to the center of the tank as possible.
    e. For tanks with top fill assembly, provide 1 lockable tight fill cap, adapter, fill pipe, and drop tube per tank. The bottom of the fill drop tube shall be cut at a 45-degree angle with the open end facing the long dimension of the tank. The drop tube shall terminate 6-inches from the bottom of the tank. Comply with provisions of NFPA 30.
    f. Provide a spill container with cover and lockable hasp to contain product spills from the fill hose. Fill pipe spill container shall have a capacity of not less than five gallons. Provide a means for returning collected product to the storage tank.
    g. Provide overfill prevention equipment which complies with the requirements of NFPA 30A and which incorporates the following features:

1) An audible alarm which will sound when the product level in the tank has reached 85% of tank capacity, or a liquid level gauge marked at 85% of tank capacity.
2) A positive shut-off fill limiter which will stop the flow of liquid into the tank when product level reaches 90% of tank capacity.
3) The fill-limiting device shall be rated to accept the fill flow rate and pressure.

h. Provide submersible pump with construction type AG high capacity, 1/3-HP, 230 volt, single phase, FE Petro Model No. STPAG33 as manufactured by Franklin Fueling Systems, or an approved equal, with model length sized to fit tank.
i. Provide 1 mechanical tank liquid level sight gauge accessible to the delivery operator in accordance with NFPA 30A.
j. Provide an external stairway to allow access to top of tank for filling and maintenance that complies with applicable OSHA standards and building codes.

G. The Contractor shall provide power-reset type, shelf-mounted, fuel dispenser suitable for dispensing a single product through one hose, Model No. E/G6101D/2JK/S1 as manufactured by Wayne, or an approved equal. Each component in the product path shall be compatible with dispensing E85 Ethanol. Cabinet shall be heavy gauge stainless steel including bezel, top, base, side structural columns. Hinged, lockable cabinet door panel shall be heavy gauge steel factory color coded "Silver." Dispenser shall include the following accessories:

1. Dispenser-Mounted Pulse Transmitter: Individually set for any number of pulses from 1 to 1000 for each unit of measurement for every hose on every dispenser.
2. Shelf-Mount Kit: Manufacturer's standard carbon steel shelf brackets for mounting dispenser to the tank.
3. High hose retractors and static wires: Manufacturer standard.
4. Filter and Filter Adapter: 1-inch spin-on filter with adapter, suitable for externally mounting to dispenser, Model No. 400BMG-10 as manufactured by Cim-Tek, or an approved equal.
5. Breakaway Hose Coupling: ¾-inch diameter re-connectable breakaway coupling Model No. 66REC as manufactured by OPW, or an approved equal.
6. Hose: ¾-inch diameter, black rubber, smooth bore hose with stainless steel fittings.

   a. Hose Length from Dispenser to Breakaway Coupling: 17-feet.
   b. Hose Length from Breakaway Coupling to Nozzle: 8-inches.

7. Swivel: Multi-plane swivel designed, aluminum with electroless nickel plating, fluorosilicone inner O-ring, fluorocarbon outer O-ring, sized to fit hose and nozzle, Model No. 6350 as manufactured by Husky Corporation, or an approved equal.

8. Nozzle: Aluminum body and spout with 13/16” O.D., automatic-type, with full rubber hand insulator, Model No. 11BP-0492, color-coded “Black” as manufactured by OPW, or an approved equal.

H. Product piping shall be Schedule 40 steel pipe with standard malleable iron fittings.

I. Flexible connectors may be used to connect piping to fixed components if they are listed for use aboveground for the application intended.

J. The Contractor shall provide mounting hardware and miscellaneous parts to complete installation.

K. The Contractor shall provide a steel or nodular iron block valve to allow the tank and piping to be isolated and secured.

L. The Contractor shall provide an anti-siphon device in the product piping at the tank that will prevent the flow of liquid from the tank unless the suction pump is operating, in accordance with NFPA 30A. Anti-siphoning may be met by modifying the drop tube, piping or by installation of an electric solenoid valve. A solenoid valve used in conjunction with an under pump vacuum operated valve meets this requirement.

M. The Contractor shall provide a pressure relief valve in each segment of blocked piping that will relieve excessive pressure resulting from thermal expansion and return any excess product to the tank.

N. The Contractor shall provide mounting hardware and miscellaneous parts to complete installation.

O. Floodlight and Support: The floodlights shall be rugged, weather resistant die-cast aluminum with gasket, and shall be equipped with a photocell for Dusk-to-Dawn operation. Lithonia Model No. OLF 3RH 40K 120 PE BZ, or an approved equal. The mast support for the lights shall be composed of steel c-channel as specified under CSI Division 26 Section 260529, "Hangers and Supports for Electrical Systems."

P. The Contractor shall use threaded RGSC for all power and communication feeds when conduits enter into a Class I, Division 1/Division 2 hazardous location and for all surface mounted conduit around the dispenser as shown on Drawing No. E-002.

Q. The Contractor shall use a minimum #12 stranded copper conductors rated for 600 volts with THWN or THNN insulation within the Class I, Division 1 hazardous location unless otherwise noted. Grounding wire shall be green-type.

R. Junction Boxes shall be threaded, explosion-proof, Model No. GRSS-2 as manufactured by Killark, or an approved equal.

S. Explosion-proof fittings shall be threaded, recessed-type, close-up plugs, Model No. EYSF75 as manufactured by Appleton, or an approved equal. Screwdriver slotted

close-up plugs shall not be accepted. When necessary to employ flexible connections, as at motor terminals, flexible fittings listed for Class I locations shall be used.

T. Conduit Seals shall be approved for Class I, Division I locations as described in section 501-15(a)-(f) of the NEC. Sealing compound shall be approved and shall provide a seal against passage of gas or vapors through the seal fitting, shall not be affected by the surrounding atmosphere or liquids, shall not have melting point of less than 200 degrees F. In a completed seal, the minimum thickness of the sealing compound shall no be less than the trade size of the sealing fitting and, in no case, less than 5/8 inch.

U. Each circuit leading to or through dispensing equipment, including equipment for remote pumping systems, shall be provided with a clearly identified and readily accessible switch or other acceptable means, located remote from the dispensing device, to disconnect simultaneously from the source of supply, all conductors of the circuit, including the grounded (neutral) conductor. Emergency controls shall be more than 20 feet but less than 100 feet from the dispenser.

V. Emergency Shut-off (Quick Stop Button): The quick stop button functions to remove power by depressing the red mushroom-shaped button. Power restored by manually resetting the shunt trip device and turning the button clockwise a partial turn until it pops back out to the reset position.

W. The dispenser shall be controlled by the dispenser's "on/off" handle at the point of fuel distribution and remotely by the circuit breaker.

X. Fixed wiring: Threaded RGSC with termination fittings and wiring methods approved for Class I location shall be employed. All boxes, fittings and joints shall be threaded for connection to conduit and shall be explosion-proof. Threaded joints shall be made up with at least 5 threads fully engaged.

Y. Grounding: All metal raceways and all non-current carrying metal parts of fixed or portable electrical equipment, regardless of voltage, shall be grounded as provided in NEC Article 250 and per Article 514-16. The locknut–bushing and double-locknut types of contacts shall not be depended on for bonding purposes, but bonding jumpers with proper fittings shall be used. Such means of bonding shall apply to all intervening raceways, fittings, boxes, enclosures, etc., between Class I location and the point of grounding for service equipment. Bonding shall be jumpers with proper fittings for bonding purposes.

Z. An approved seal shall be provided in each conduit run entering or leaving a dispenser or any cavities or enclosures in direct communication therewith. The sealing fitting shall be the first fitting after the conduit emerges from the earth or the concrete.

AA. Splices and taps shall not be made in fittings intended only for sealing with compound, nor shall other fittings in which splices or taps are made be filled with compound.

BB. The cross-sectional area of the conductors permitted in a seal shall not exceed 25% of the cross-sectional area of a RGSC of the same trade.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL:

A. The Contractor shall locate temporary facilities where shown on the plans and as directed by the Engineer. The temporary facilities shall be installed in accordance with Form 817 Article 1.08.02, as supplemented herein.

3.2 INSTALLATION, FUEL DISPENSING ISLAND:

A. The Contractor shall install each component of the fuel dispensing island as shown on the plans, in accordance with manufacturer's installation instructions, and in accordance with NFPA 30 and 30A. Additional installation requirements are described herein, where applicable. The Contractor shall provide a fully operational system when complete.

B. The tank and associated equipment shall be installed in accordance with the STI installation instructions for Fireguard aboveground tanks (Publication No. R942-94, Installation and Testing Instructions for Thermally Insulated Lightweight Double Wall Fireguard Aboveground Storage Tanks).

C. The Contractor shall (1) use tank handling equipment of adequate size to lift and set the tank without dragging or dropping it; (2) advise the Engineer of any shipping or handling damage encountered; and (3) not make any modifications to any tank without the prior written approval of the manufacturer and the Engineer. Such modifications include any welding on tank shells, adding penetrations in the tank structure, or repairing damage that might affect the integrity of the inner or outer tank.

D. The Contractor shall modify the AST and dispenser as necessary to be used to store and dispense diesel fuel. The Contractor shall verify fuel dispenser is secured to tank and all necessary piping connections are completed.

E. The Contractor shall verify the existing fill assembly complies with the requirements of NFPA 30A and incorporates the following features:

1. A lockable tight fill cap, adapter, fill pipe, and drop tube.
2. The bottom of the fill drop tube shall be cut at a 45-degree angle with the open end facing the long dimension of the tank.
3. The drop tube shall terminate 6-inches from the bottom of the tank.

F. The Contractor shall verify the existing overfill prevention equipment complies with the requirements of NFPA 30A and incorporates the following features:

1. An audible alarm which will sound when the product level in the tank has reached 85% of tank capacity, or a liquid level gauge marked at 85% of tank capacity.

2. A positive shut-off fill limiter which will stop the flow of liquid into the tank when product level reaches 90% of tank capacity.
3. The fill-limiting device shall be rated to accept the fill flow rate and pressure.

G. The Contractor shall verify the existing product piping at the tank includes and anti-siphon device that will prevent the flow of liquid from the tank unless the suction pump is operating, in accordance with NFPA 30A.

H. The Contractor shall verify that a pressure relief valve is included in each segment of blocked piping that will relieve excessive pressure resulting from thermal expansion and return any excess product to the tank.

I. The tank and associated equipment shall be installed in accordance with the STI installation instructions for Fireguard aboveground tanks (Publication No. R942-94, Installation and Testing Instructions for Thermally Insulated Lightweight Double Wall Fireguard Aboveground Storage Tanks).

J. The Contractor shall (1) use tank handling equipment of adequate size to lift and set the tank without dragging or dropping it; (2) advise the Engineer of any shipping or handling damage encountered; and (3) not make any modifications to any tank without the prior written approval of the manufacturer and the Engineer. Such modifications include any welding on tank shells, adding penetrations in the tank structure, or repairing damage that might affect the integrity of the inner or outer tank.

K. The Contractor shall locate the temporary steel plate where shown on the plans and as directed by the Engineer.

L. The Contractor shall locate precast concrete barriers where shown on the plans and as directed by the Engineer.

M. The Contractor shall attach fuel dispenser to the tank and make all necessary piping connections.

N. The Contractor shall protect existing exposed piping and equipment from corrosion by painting or wrapping it with a coating that is compatible with diesel fuel and the conditions of the exposure.

O. The Contractor shall locate the concrete pad for the temporary FMU where shown on the plans and as directed by the Engineer.

P. Install temporary FMU and retrofit to work with dispenser.

Q. Provide a fully operational temporary automated fuel management system. The temporary FMU shall interface with the existing head-end located at 2800 Berlin Turnpike, Newington, CT. Coordinate programming with the Department Fuel Control. The following information shall be recorded by the system for each fueling transaction: user identification number, vehicle odometer/hourmeter, vehicle number, quantity of fuel dispensed, fuel site, date and time, hose number and product number, and key type.

R. FMU Power Requirements: 120 volts, 60 Hz, from a separate dedicated circuit.

S. Floodlight and Support: The Contractor shall firmly attach the c-channel mast to the tank stairs as shown on the Plans. The Contractor shall install a surface mounted metallic box to attach the floodlights to the mast. Route surface mounted RGSC conduit along the c-channel to feed the floodlights.

T. The Contractor shall install all conduit, boxes, and wiring in accordance to NFPA 70 and shall run green bond wire in all conduits.

U. The Contractor shall install RGSC from the source of power to the fuel dispensing system, and complete conduit, terminations with explosion-proof fittings. All E.Y. fittings for conduit runs to the fuel island shall be properly sealed. The Contractor shall leave close-up plugs hand tight after sealing to provide for the Engineer's inspection of these fittings.

V. The Contractor shall extend fuel dispensing island power and communication circuits from the power panels and communication cabinets in the temporary service area to the temporary fuel island location. The Contractor shall complete all necessary terminations in accordance with NEC Article 514 and sections described above.

W. The Contractor shall perform air pressure testing of the inner tank and secondary containment tank on-site in the presence of the Engineer before placing the tank in service. Refer to STI Publication No. R942-94 for complete procedural details.

X. The Contractor shall test piping on-site in the presence of the Engineer before placing the piping in service. The Contractor shall perform minimum hydrostatic or pneumatic test-pressures measured at highest point in system, minimum 1.5 times the designed working pressure but not less than 5 psig for minimum 2 hours, isolate storage tanks if test pressure in piping will cause pressure in storage tanks to exceed 10 psig and shall soap pipe fittings. Piping will be considered defective if it does not pass tests. Defective piping shall be repaired or replaced, and then retested.

Y. The Contractor shall test each component of the system for calibration, tightness and proper operation in accordance with the instructions of the component manufacturer.

Z. Testing shall be documented by the Contractor and witnessed by the Engineer. Record the date and time of the test, the name of the tester and their affiliation with the Project, and the names of each individual witnessing the test. The Contractor shall record the test method, duration and results, and provide a record of the testing to the Engineer at the time of system start-up.

AA. The Owner will supply diesel fuel and unleaded gasoline to fill the temporary ASTs upon its acceptance by the Engineer.

3.3 PROJECT CLOSEOUT:

A. When the Engineer determines that the temporary facilities are no longer needed, the Department will vacate the facilities and empty the temporary ASTs.

1. Storage Containers will remain on the Project Site as Owner property.

B. The Contractor shall prepare the following Owner equipment for salvage and removal from the Project Site, including but not limited to the removal of connected utilities:

1. Equipment identified in Part 1.1C.
2. Fuel Island components and plywood backboards.

C. The Contractor shall move the Owner property identified in Part 3.4B to the Department's Maintenance Facility located at 1640 Saybrook Road, Haddam, CT, 06438 within 14 calendar days of their abandonment.

D. The Contractor shall:

1. Demolish all work not identified to be salvaged.
2. Relocate the precast concrete barriers on the Project Site as directed by the Engineer
3. Complete Project Site work.

END OF SECTION 300500

SECTION 302000 – GENERAL SITE WORK

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Concrete Washout Area

1.2 ACTION SUBMITTALS:

A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and NOTICE TO CONTRACTOR – SUBMITTALS.

B. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. CONCRETE WASHOUT AREA: Refer to Contract Plan Sheets for requirements related to this work.

PART 3 - EXECUTION

3.1 EXECUTION:

A. CONCRETE WASHOUT AREA: Refer to Contract Plan Sheets for requirements related to this work.

END OF SECTION 302000

SECTION 304000 – FENCING AND GATES

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Fence:
    a. CHAIN LINK FENCE (8’ HIGH)
2. Gates:
    a. 5’ CHAIN LINK GATE (8’ HIGH)

1.2 ACTION SUBMITTALS:

A. Submit the following in accordance with Form 817 Article 1.20-1.05.02 and NOTICE TO CONTRACTOR – SUBMITTALS.

1. Product Data in the form of manufacturer's technical data, specifications, and installation instructions for fence and gate posts, fabric, gates, and accessories.

2. Quality Assurance Submittals:

    a. Installer Qualifications: Engage an experienced Installer who has at least three years' experience and has completed at least five chain link fence projects with same material and of similar scope to that indicated for this Project with a successful construction record of in-service performance.

3. Single-Source Responsibility: Obtain chain link fence and gates, including accessories, fittings, and fastenings from a single source.

4. Submit samples for verification of PVC color in form of 6 inch length of actual fabric wire to be used in color selection.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. FENCE AND GATES

1. **Concrete:** Comply with requirements of CSI Division 03, Section 033000 "Cast-in-Place Concrete".

2. **General:** Round member sizes are given in actual outside diameter (OD) to the nearest thousandth of inches. Round fence posts and rails are often referred to in ASTM standard specifications by nominal pipe sizes (NPS) or the equivalent trade sizes in inches. The following indicates these equivalents all measured in inches:

Actual OD	NPS Size	Trade Size
1.315	1	1-3/8
1.660	1-1/4	1-5/8
1.900	1-1/2	2
2.375	2	2-1/2
2.875	2-1/2	3
3.500	3	3-1/2
4.000	3-1/2	4
6.625	6	6-5/8
8.625	8	8-5/8

3. **Fence Posts and Rail:**
   a. General: Type I Round Posts, standard weight (schedule 40) galvanized-steel pipe conforming to ASTM F 1083, according to heavy industrial requirements of ASTM F 669, Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per sq. ft. Type A coating inside and outside according to ASTM F 1234, as determined by ASTM A 90, and weights per foot as follows:

Actual OD (in)	Weight (lb/ft)
1.315	1.68
1.660	2.27
1.900	2.72
2.375	3.65
2.875	5.79
3.500	7.58
4.000	9.11
6.625	18.97
8.625	28.55

b. Supplemental Color Coating: In addition to above metallic coatings, provide posts and rails with manufacturer's standard polymer coating according to ASTM F 1234, 10-mil minimum polyvinyl chloride (PVC) or 3-mil minimum polyester plastic resin finish applied to exterior surfaces and, except for tubular shapes, to exposed interior surfaces. Color to match chain link fabric.

c. Line or Intermediate Posts:
   1. Fence without PVC Slats
      a. Fence height of 8 feet or less: 2.375-inch OD Type I round steel pipe
      b. Fence height over 8 feet: 2.875-inch OD Type I round steel pipe
   2. Fence with PVC Slats
      a. Fence height of 8 feet or less: 2.875-inch OD Type I round steel pipe
      b. Fence height over 8 feet: 3.500-inch OD Type I round steel pipe

d. End, Corner, and Pull Posts:
   1. Fence without PVC Slats
      a. Fence height of 8 feet or less: 2.875-inch OD Type I round steel pipe
      b. Fence height over 8 feet: 3.500-inch OD Type I round steel pipe
   2. Fence with PVC Slats
      a. Fence height of 8 feet or less: 3.500-inch OD Type I round steel pipe
      b. Fence height over 8 feet: 4.000-inch OD Type I round steel pipe

e. Top Rail: Manufacturer's longest lengths (17 to 21 feet) with swedged-end or expansion-type coupling. Provide rail ends or other means for attaching top rail securely to each gate, corner, pull, and end post. 1.660-inch OD Type I round steel pipe.

f. Swing Gate Posts: Furnish posts to support single gate leaf, or one leaf of a double-gate installation, according to ASTM F 900, sized as follows for steel and pipe posts:

   1. Fence height of 6 feet or less and gate leaf width:
      a. 4 to 10 feet: 2.875-inch OD pipe
      b. Over 10 feet: 4.000-inch OD pipe
   2. Fence height over 6 feet and gate leaf width:
      a. Up to and including 6 feet: 2.875-inch OD pipe
      b. Over 6 to 12 feet: 4.000-inch OD pipe
      c. Over 12 to 18 feet: 6.625-inch OD pipe
      d. Over 18 to 24 feet: 8.625-inch OD pipe
      e. Over 24 to 40 feet: Double 4.000-inch OD pipes

4. Gate Frame Members:

a. Swing Gate Frame Members: Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. The gate frame shall be constructed from same material and finish as fence

framework, welded at all corners or assembled with corner fittings. Members are sized as follows for steel and pipe posts:

1. Gate height of 6 feet or less: 1.66-inch OD round pipe
2. Gate height over 6 feet: 1.90-inch OD round pipe

b. Truss Rods: Gate frames assembled with corner fittings shall have adjustable truss rods. 5/16-inch OD round pipe of the same metal and finish as the frame.

c. Interior Bracing: Gate leaf shall have vertical interior bracing at maximum intervals of 8 ft. and shall have a horizontal interior member if fabric height is 8 ft. or more. Additional horizontal, vertical or diagonal member or diagonal truss rods may be needed to comply with ASTM F 900 Section 5.2.1. 5/16-inch OD round pipe of the same metal and finish as the frame.

5. Fabric:

a. Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 12 feet and less in height to comply with CLFMI "Product Manual" and with requirements indicated below:

1. Mesh and Wire Size: 2-inch mesh, 0.148-inch diameter (9 gage).
2. Coating: ASTM A 817, Type 1, 0.40 oz./ft^2 aluminum coating.
3. PVC Coating Color: Dark Green, complying with ASTM F934.

b. Chain-Link Gate Fabric: The fabric shall be the same as specified for fence. Secure fabric at vertical edges with tension bars and bands and to top and bottom of frame with tie wires.

6. Fittings and Accessories:

a. General: Comply with ASTM F 626. Mill-finished aluminum or galvanized iron or steel to suit manufacturer's standards. Unless specified otherwise, hot-dip galvanize pressed steel or cast-iron fence fittings and accessories with at least 1.2 oz. zinc per sq. ft. as determined by ASTM A 90.

b. Supplemental Color Coating: In addition to above metallic coatings, provide a 10-mil minimum polyvinyl chloride (PVC) or 3-mil minimum polyester plastic resin finish applied to exterior surfaces and, except inside cap shapes, to exposed interior surfaces. Color to match chain link fabric.

c. Post and Line Caps: Provide weather-tight closure cap for each post. Provide line post caps with loop to receive top rail.

d. Post Brace Assembly: Manufacturer's standard adjustable brace. 1.660-inch OD Type I round steel pipe for brace, and truss to line posts with 3/8-inch-diameter rod and adjustable tightener. Provide manufacturer's standard galvanized-steel, cast-iron or cast-aluminum cap for each end.

e. Top Rail Sleeves: Rail sleeve material shall be a minimum of 0.051 in. in thickness, and a minimum of 6 in. in length. Rail sleeve must be fabricated to prevent movement along the rail.

f. Tension or Stretcher Bars: Hot-dip galvanized steel with a minimum length 2 inches less than the full height of fabric, a minimum cross section of 3/16 inch by 3/4 inch, and a minimum of 1.2 oz. of zinc coating per sq. ft. Provide one bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into the post.

g. Tension and Brace Bands: ¾-inch-wide minimum hot-dip galvanized steel with a minimum of 1.2 oz. of zinc coating per sq. ft.
   1. Tension Bands: 0.074 inch thick (14 gage) minimum.
   2. Brace Bands: 0.105 inch thick (12 gage) minimum.

h. Truss Rod Assembly: Steel rods shall be 5/16 in. diameter and it and all related devices shall be hot-dip galvanized after threading with a minimum of 1.2 oz. of zinc coating per sq. ft. Truss rod and tightener shall be capable of withstanding a tension of 2000 lb.

i. Tension Wire: 0.177-inch-diameter metallic-coated steel Marcelled tension wire conforming to ASTM A 824 with finish to match fabric. Coating shall be Type I aluminum with a minimum coating weight of 0.40 oz. per sq. ft. as determined by ASTM A 824.

j. Tie Wires and Clips: 0.148-inch diameter (9 gage) steel with a tensile strength range from 55 to 65 ksi with a minimum coating of 0.40 oz./ft2 of aluminum. Round metallic-coated steel tie wires, clips and hog rings shall withstand all forming or twisting operations without cracking or flaking of the aluminum coating. Bend ends of wire to minimize hazard to persons or clothing.

k. Privacy Slats: Winged-type, extruded PVC members of length to match fence height.
   1. Color: Green

7. Gate Hardware:

a. General: Provide galvanized hardware and accessories for each gate.

b. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide 1-1/2 pair of hinges for each leaf over 6-foot nominal height.

c. Latch: Drop rod or plunger-bar type to permit operation from either side of gate, with padlock eye as an integral part of latch.

d. Keeper: Provide a keeper for vehicle gates that automatically engages gate leaf and holds it in the open position until manually released.

e. Gate Stops: Provide gate stops for double gates consisting of mushroom-type flush plate with anchors, set in concrete and designed to engage a center drop rod or plunger bar. Include a locking device and padlock eyes as an integral part of the latch, permitting both gate leaves to be locked with a single padlock.

f. Chain: Provide welded stainless steel, Type 347 0.375 dia. chain in lengths required as specified by the Engineer.

g. Locking Hardware:
    1. Ring Bolts: Furnish and install 2 ring bolts, drop forged and hot galvanized as manufactured by Chicago Hardware and Fixture Company model 09527-3 or equal. These bolts shall be set to accept a padlock furnished by the State. Ring bolts shall be bolted through gate frames and nuts welded to prevent removal.
    2. Padlock: Furnish and install a padlock, as manufactured by Wilson Bohannan model 8625 or equal, to accept 7 pin small format interchangeable core.
        a. Keying: Temporary 7 pin cores shall be furnished and installed by the contractor for these padlocks. Cores to be 626 finish in the Best / Falcon “A” keyway. Cores to be keyed 1335331 for an operating key and operated by a control key of 4118114.

PART 3 - EXECUTION

3.1 EXECUTION:

A. FENCE AND GATES

General: Install fence to comply with ASTM F 567, in the location indicated on the plans. Do not begin installation and erection before final grading is completed, unless otherwise permitted.

Excavation: Excavation and backfilling shall be performed as described herein and in accordance with Article 2.02.03 of Form 817.

a. Drill or hand-excavate (using post-hole digger) holes for all posts to diameters and spacing indicated, in firm, undisturbed or compacted soil. Excavate holes for each fence post to a minimum of 9 inches in diameter for all line posts and 12 inches in diameter for terminal, pull or corner posts, but not less than four times the largest cross section of post. Excavate holes for all fence posts to depths not less than 40 inches below finish grade surface. Gate post holes shall comply with the following:
    1. Gate width up to 12 feet: Excavate to a minimum diameter of 12 in. and a minimum depth of 40 in.
    2. Gate width from 12 up to 18 feet: Excavate to a minimum diameter of 16 in. and a minimum depth of 46 in.
    3. Gate width from 18 up to 24 feet: Excavate to a minimum diameter of 18 in. and a minimum depth of 52 in.
    4. Gate width over 24 feet: Excavate holes for double posts to a 24 in. by 16 in. size hole with a minimum depth of 52 in.

Setting Posts: Center and align posts in holes 4 inches above bottom of excavation. Space a maximum of 10 feet o.c., unless otherwise indicated. Pull posts shall be provided where a change in vertical or horizontal alignment of ten (10) degrees or more occurs. Place concrete for the full depth of excavation, around all posts (including, but not limited to, line, corner and gate posts) and vibrate or tamp for consolidation. Unless otherwise indicated, extend concrete footings 2 inches above grade and trowel to a crown to shed water. Protect portion of posts above ground from concrete splatter. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.

Brace Assemblies: Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at mid-height of fabric on fences with top rail and at two thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

Top Rails: Run rail continuously through line post caps for entire length of fence, terminating at rail end attached to posts or at post caps fabricated to receive rail. Provide expansion couplings as recommended by fencing manufacturer.

Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric before stretching fabric and tie to each post with not less than same gage and type of wire. Pull wire taut, without sags. Fasten to fabric with wire ties spaced a maximum of 24 inches o.c.

Fabric: Apply fabric to outside of the area enclosed. Leave approximately 2 inches between finish grade and bottom selvage. Place the fabric by securing one end and applying sufficient tension to remove all slack before making attachment elsewhere. Tighten the fabric to provide a smooth uniform appearance free from sag. Cut the fabric by untwisting a picket and attach each span independently at all terminal posts. Thread tension bars through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not over 15 inches o.c. Fasten fabric to the line posts at intervals not exceeding 15 in. Fasten fabric to the rail or tension wire at intervals not exceeding 24 in.

Privacy Slats: Install privacy slats according to manufacturer’s instructions.

Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts for added security.

Gate Installation: Install gates, according to manufacturer's instructions, plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary. After repeated operation of completed installation equivalent to 3 days use by normal traffic, readjust gates and gate operators and controls for optimum operating condition and safety. Lubricate operating equipment and clean exposed surfaces.

END OF SECTION 304000

SECTION 305000 – TURF ESTABLISHMENT

PART 1 - GENERAL

1.1 SUMMARY:

A. TURF ESTABLISHMENT - LAWN: This work shall consist of providing an accepted stand of established grass by furnishing and placing seed as shown on the plans or ordered by the Engineer.

1.2 ACTION SUBMITTALS:

A. Submit the seed mixes in accordance with Form 817 Article 1.20-1.05.02 and NOTICE TO CONTRACTOR – SUBMITTALS.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. TURF ESTABLISHMENT - LAWN: The materials for this work shall conform to the requirements of Form 817 Article 9.50. The following mix shall be used:

In order to preserve and enhance the diversity, the source for seed mixtures shall be locally obtained within the Northeast USA including New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland. One approved seed mixture is detailed. Other proposed mixtures must be approved by the ConnDOT Landscape Design office.

Proportion (%)	Species Common Name	Species Scientific Name
20	Abbey Kentucky Bluegrass	Poa pratensis
10	Envicta Kentucky Bluegrass	Poa pratensis
25	Pennlawn Red Fescue	Festuca rubra
15	Ambrose Chewing Fescue	Festuca rubra
30	Manhattan Ryegrass	Lolium perenne

PART 3 - EXECUTION

3.1 EXECUTION:

A. TURF ESTABLISHMENT - LAWN: Construction methods shall be those established as agronomically acceptable and feasible, and that are approved by the Engineer. Rate of application shall be field determined in Pure Live Seed (PLS) based on the minimum

purity and minimum germination of the seed obtained. Calculate the PLS for each seed species in the mix. Adjust the seeding rate for the above composition mix, based on 250 lbs/acre. The seed shall be mulched in accordance with Form 817 Article 9.50.03.

END OF SECTION 305000

PERMITS AND/OR PERMIT APPLICATIONS

- Flood Management General Certification

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

m e m o r a n d u m

FLOOD MANAGEMENT GENERAL CERTIFICATION
Project No.: 78-094
Description: Facility Tank Replacement
Town: Marlborough
Date: September 10, 2018

to: Mr. Michael E. Masayda
Trans. Principal Engineer
Hydraulics and Drainage
Bureau of Engineering and Highway Operations

from: Mr. Christopher J. Bonsignore
Trans. Principal Engineer
Facilities Design
Bureau of Engineering and Construction

Christopher J. Bonsignore, P.E.
2018.09.10 15:30:29-04'00'

Please review this request for Flood Management General Certification and indicate your concurrence below.

Certification (to be completed by designer)

I have read the Flood Management General Certification and the descriptions for the approved DOT minor activities. This project qualifies for the Flood Management General Certification under:

(X) Minor Safety Improvements and Streetscape Projects
( ) Roadway Repaving, Maintenance & Underground Utilities
( ) Minor Stormwater Drainage Improvements
( ) Removal of Sediment or Debris from a Floodplain
( ) Wetland Restoration Creation or Enhancement
( ) Scour Repairs at Structures; (*Must acquire DEEP Fisheries Concurrence to be eligible*)
( ) Guide Rail Installation
( ) Deck and Superstructure Replacements
( ) Minor Bridge Repairs and Access
( ) Fisheries Enhancements
( ) Surveying and Testing
( ) Bicycle / Pedestrian, Multi Use Trails and Enhancement Projects

The following required documentation is attached in support of this certification:

- Project description
- Location plan
- Description of Floodplain involvement and how project qualifies for general certification
- 8-1/2" by 11" excerpt copy of the FEMA Flood Insurance Rate Map (FIRM) and Floodway Boundary Map (if applicable)
- Design plans, (dated September 2018) with FEMA floodplain and floodway boundaries plotted, cross sections and profiles, as necessary, that clearly depict the floodplain involvement
- FEMA 100-year flood elevation plotted on elevation view (for structures)

Print Name Matthew Easdon	Title Tran. Eng. III
Signature Matthew Easdon Digitally signed by Matthew Easdon DN: C=US, E=matthew.easdon@ct.gov, O=CT DOT, Date: 2018.09.10 15:01:59-04'00'	Date 9-10-2018

Concurrence (to be completed by Hydraulics and Drainage)

Based on the documentation submitted, I hereby concur that the project qualifies for Flood Management General Certification.

If there are any changes to the proposed activities within the floodplain or floodway, the project must be re-submitted for review and approval.

Signature Michael Masayda, P.E. 2018.09.20	Date 9-20-18

cc: Theodore Nezames
Environmental Planning File
DEEP Flood Management Cert. File
Hydraulics and Drainage File
Environmental Permit Coordination Unit

Rev 03/15

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**

  Flood Management general Certification Approved on September 20, 2018

- **Construction Contracts - Required Contract Provisions (State Funded Only Contracts)**

Construction Contracts - Required Contract Provisions
(State Funded Only Contracts)

Index

18. Tangible Personal Property

19. Bid Rigging and/or Fraud – Notice to Contractor

20. Consulting Agreement Affidavit

Index of Exhibits

1. 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 A, all of which are hereby made a part of this Contract.

2. Contractor Work Force Utilization / Equal Employment Opportunity

(a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B 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.

3. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E hereof are hereby made part of this Contract.

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.

4. 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.

5. 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 3l-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

6. 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).

7. 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.

8. 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

9. 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.

10. 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.

11. 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.

12. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-ll2a of the General Statutes of the State of Connecticut, as revised.

13. 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 C, and hereby made part of this Contract.

14. 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.

15. 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.

16. 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.

17.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 D.

18. 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.

19. 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.

20. 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.

EXHIBIT A

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 B

CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY

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 Appendix A below.

STATE FUNDED PROJECTS (only)
APPENDIX A
(Labor Market Goals)

LABOR MARKET AREA GOAL				***Minority*** **Female**
Bridgeport				**14%** **6.9%**
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury				**4%** **6.9%**
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
Danielson				**2%** **6.9%**
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
Hartford				**15%** **6.9%**

Andover	Ashford	Avon	Barkhamsted
Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

Lower River			**2%**
6.9%			
Chester	Deep River	Essex	Old Lyme
Westbrook			

New Haven			**14%**
6.9%			
Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

New London			**8%**
6.9%			
Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		

Stamford			**17%**
6.9%			
Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington			**2%**
6.9%			
Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon
Torrington	Warren		

Waterbury 6.9%				**10%**
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

EXHIBIT C

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 in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.
Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

EXHIBIT E

(state wages will be inserted here)

Project: Maintenance Facility Tank Replacement

Minimum Rates and Classifications
for Heavy/Highway Construction

ID#: **H** 25388

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Marlborough

FAP Number:

State Number: 78-94

Project: Maintenance Facility Tank Replacement

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	31.66
2) Carpenters, Piledrivermen	32.60	25.34

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2a) Diver Tenders	32.60	25.34
3) Divers	41.06	25.34
03a) Millwrights	33.14	25.74
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	49.75	21.05
4a) Painters: Brush and Roller	33.62	21.05
4b) Painters: Spray Only	36.62	21.05
4c) Painters: Steel Only	35.62	21.05

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4d) Painters: Blast and Spray	36.62	21.05
4e) Painters: Tanks, Tower and Swing	35.62	21.05
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.00	25.97+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	42.62	31.21
----LABORERS---- -		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.05	20.10

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	30.30	20.10
10) Group 3: Pipelayers	30.55	20.10
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
12) Group 5: Toxic waste removal (non-mechanical systems)	32.05	20.10
13) Group 6: Blasters	31.80	20.10
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.05	20.10
Group 8: Traffic control signalmen	16.00	20.10

Group 9: Hydraulic Drills	29.30	18.90
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	20.10 + a
13b) Brakemen, Trackmen	31.28	20.10 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	31.28	20.10 + a
15) Form Erectors	31.60	20.10 + a

Project: Maintenance Facility Tank Replacement

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	20.10 + a
17) Laborers Topside, Cage Tenders, Bellman	31.17	20.10 + a
18) Miners	32.22	20.10 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	38.53	20.10 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	20.10 + a

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	20.10 + a
21) Mucking Machine Operator	39.11	20.10 + a
----TRUCK DRIVERS----(*see note below)		
Two axle trucks	29.13	23.33 + a
Three axle trucks; two axle ready mix	29.23	23.33 + a
Three axle ready mix	29.28	23.33 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	23.33 + a

Four axle ready-mix	29.38	23.33 + a
Heavy duty trailer (40 tons and over)	29.58	23.33 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	23.33 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.55	24.05 + a
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
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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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: Maintenance Facility Tank Replacement

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

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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.05 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	33.04	24.05 + a

**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21

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23) Driver Groundmen	26.50	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
----LINE CONSTRUCTION----		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20

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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 journeyperson instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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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.

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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.

- ***<u>CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS</u>***

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 <u>are not required</u>. 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.

- ***<u>ELECTRICIANS</u>***

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, facia, 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

- 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 ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

Sec. 31-53b. **Construction safety and health course**. **Proof of completion required for employees on public building projects. Enforcement. Regulations**. (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any employee required to complete a construction safety and health course required under subsection (a) of this section who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2007, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, "Public building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I,_____of _____
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 _____,

_____
Notary Public

☞ Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109