

## EXHIBIT A

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

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**1. Description of Goods and Services:**

Contractor shall supply equipment and services for the application of bituminous concrete material, woven glass fabric and tack coat to roads, bridges and highways statewide for the Connecticut Department of Transportation (“ConnDOT,” “Client Agency” or “Department”). Contractor shall supply all materials, equipment, fuel for such equipment, equipment maintenance and repair, operators and labor to put the materials in place.

**2. FORM 817, Standard Specifications for Roads, Bridges and Incidental Construction (Standards):**

Reference is made in this Contract to ConnDOT’s FORM 817, “Standard Specifications for Roads, Bridges, Facilities and Incidental Construction,” as amended (the “Standards”). Contractor’s Performance under this Contract shall be in accordance with the Standards including all supplements and other applicable standards. The applicable portions of the Standards are incorporated herein and any terms capitalized but not defined in this Exhibit A have the meanings ascribed to them in the Standards.

The Standards are located at the below link:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>

**3. Definitions:**

- Change Order is defined as any change made to a purchase order.
- Complete-In-Place is defined as Contractor pricing shall include all materials needed, equipment, tools, labor and work incidental thereto.
- Engineer is defined in the most recent version of the Standards: The Commissioner or Deputy Transportation Commissioner acting directly or through a duly authorized representative.
- Inspector is defined in the most recent version of the Standards: A duly authorized representative of the Engineer, assigned to make inspections of the work performed and materials supplied by the Contractor.
- Laboratory is defined in the most recent version of the Standards: The official testing laboratory of the Department, unless the Department designates another laboratory to provide services in connection with the Project.

**4. Contractor Notification:**

The Client Agency shall attempt to contact the Contractor for a period of two (2) consecutive days or forty-eight (48) hours (whichever is longer) if the Contractor is deemed to be the lowest qualified Contractor for a particular project. Saturday and Sunday will be excluded from the notice period. If the Contractor cannot be reached or does not respond within the notice period, the next lowest Contractor will be contacted to perform the work. The availability of a Contractor to start work within five (5) business days will be considered when selecting the “lowest available qualified Contractor.” The availability of required equipment to perform a particular project is another factor that may be considered.

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**5. Client Agency Notification:**

Contractor shall notify Client Agency's District Maintenance personnel and Client Agency's central Laboratory of its proposed work schedules. Notifications must be made on or before 3:00 p.m. on the day prior to the start of work and must include the following: the actual time the work is to begin; the plant location where the material is drawn from, and whether or not storage bins will be used for overnight storage.

**6. Start of Work:**

The Contractor shall start each project within ten (10) business days after the start date that is ordered by the Client Agency at the preconstruction meeting. If Contractor cannot meet the start date ordered at the preconstruction meeting, Client Agency may, at its discretion, award the work to the next lowest available Contractor in accordance with Section 13 of the Contract.

The ten (10) business day limit may be extended in writing at the discretion of Client Agency's Engineer. After starting work, Contractor shall complete all machine-spread work and shall not be allowed to leave the job site without prior approval from the Client Agency's Engineer.

**7. Minimum Wage Rates:**

The wages paid to any mechanic, laborer or worker employed in the work contracted to be done must be at a rate equal to the rate of wages customary or prevailing for the same work in the same trade or occupation and in the area in which the work is to be performed. Payment must be made to each employee engaged in work under this Contract in the trade or occupation listed, not less than the wage rate set by category in accordance with Exhibit D- Wage Schedule attached to this Contract. In the event it becomes necessary for Contractor or any subcontractor to employ any mechanic, laborer or worker in a trade or occupation for which no minimum wage is set forth, Contractor shall immediately notify the Connecticut State Commissioner of Labor, who shall ascertain the minimum applicable wage rate from the time of the initial employment of the person affected and during continuance of such employment. Every Contractor or subcontractor Performing work for the State is subject to the provisions described herein, as determined by the Connecticut State Commissioner of Labor, and shall post the prevailing wages in prominent and easily accessible places at each work site. Questions regarding wage regulations should be directed to the State of Connecticut Department of Labor ("DOL"), Division of Wage and Workplace Standards at: (860)263-6790.

**8. Wage Regulations:**

Contract shall contain wage scales as provided by DOL. Contactor shall abide by all provisions outlined in the applicable State regulations throughout the term of this Contract, including any extensions. During the term of this Contract, the State shall verify that wages meeting the wage scales are being paid in accordance with CGS as outlined in Title 31.

Contractor shall comply with the provisions of CGS §31-55a, which states the following: "Each Contractor that is awarded a Contract on or after October 1, 2002, for (1) construction of a state highway or bridge that falls under the provisions of section 31-54, 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 shall contact the Labor Commissioner on or before

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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 1<sup>st</sup>."

#### **9. Work Periods, Restricted Time and Payments:**

In accordance with the normal work schedule in use by Client Agency, Contractor shall cover regular work hours and premium additional hours for night work, Saturday work, and Sunday work. Contractor may also be required to provide traffic control on two (2) lane highways and expressways. All prices include hauling costs. All work performed will be paid for at the price bid. Payment examples are described below.

Definition of such work periods are as follows:

##### **a. Regular Work Hours: Material's Bid Price ("MBP")**

The hours between 7:00 a.m. and 6:00 p.m. are considered regular work hours.

Regular work hours are defined as the time the Contractor starts to place the material to the time the finish rolling is completed. Regular work hours shall consist of seven and one-half (7 ½) hours worked between the hours of 7:00 a.m. and 6:00 p.m.

The actual work hours will be determined during each project's pre-construction meeting. Any changes to the predetermined regular work hours must be in writing and preapproved by the Client Agency Office of Maintenance.

When less than seven and one-half (7 ½) hours are worked, payments to Contractor will be made under the "Restricted Time Period" provision described below.

##### **b. Night Work Hours:**

The hours after 6:00 p.m. and before 7:00 a.m. are considered night work hours.

The price awarded for "Night" will be added to the price awarded for all tonnage that leaves the plant after 6:00 p.m. and before 7:00 a.m.

The Contractor shall provide all of the necessary lighting to illuminate the work area and the illumination of traffic control, testing and signing operations.

##### **c. Saturday Work Hours:**

The hours between 7:00 a.m. and 6:00 p.m. are considered Saturday's regular work hours and the price awarded for "Saturday" will be added to the price awarded for all tonnage that leaves the plant between these hours.

Price awarded for "Saturday" and the prices awarded for "Night" will not be combined.

##### **d. Sunday Work Hours:**

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The hours between 7:00 a.m. and 6:00 p.m. are considered Sunday's regular work hours and the price awarded for "Sunday" will be added to the price awarded for all tonnage that leaves the plant between such hours.

The price awarded for "Sunday" and the price awarded for "Night" will not be combined.

**e. Restricted Time Period:**

Client Agency may limit the hours a Contractor works when extreme traffic disruptions occur. Work delays or work stopped by the Client Agency Engineer for a specific period resulting in less than seven and one-half (7 ½) hours worked during regular work hours in any one (1) day will be considered a restricted time period. Restricted time periods do not apply to shutdowns caused by adverse weather, Contractor breakdowns or completion of work covered by the purchase order. Restricted time period payments will be made at the rate of one thousand dollars (\$1,000.00) per hour per crew with paver and five hundred dollars (\$500.00) per hour per each hand-working crew. Crew size requirements are located in Attachment 1- Bituminous Concrete Standards. The minimum restricted time period payment will be one-half (1/2) hour. Client Agency shall round off all restricted time periods to the nearest one-half (1/2) hour increment.

**Payment Example:**

Contract work starts on Friday at 5:00 p.m. and ends Saturday at 9:00 p.m. The total number of hours is twenty-eight (28).

**Total payment breakdown for this work period is as follows:**

***Friday*** - One (1) hour of MBP (5:00p.m. to 6:00p.m.)

***Friday*** -Thirteen (13) hours of MBP ***plus additional per ton*** Night Bid Price (6:00p.m. to 7:00a.m.)

***Saturday*** - Eleven (11) hours MBP ***plus additional per ton*** Saturday Bid Price (7:00a.m. to 6:00p.m.)

***Saturday*** - Three (3) hours MBP ***plus additional per ton*** Night Bid Price (6:00p.m. to 9:00p.m.)

**10. Equipment Regulations:**

Contractor shall equip all rented, and supplied equipment or vehicles with all required safety or other operational devices. Contractor shall maintain equipment in compliance with all of the applicable Federal, State and municipal laws, ordinances and regulations.

**11. Motor Carrier Safety Review:**

If the Performance requires the use and operation of any commercial motor vehicle, as defined in section 14-1 or any vehicle defined in section 14-163c(a) of the Connecticut General Statutes, each proposer or bidder whose submittal is not rejected will be the subject of a Safety Fitness Review ("SFR") conducted by the Connecticut Department of Motor Vehicles ("CTDMV").

If the SFR results in a rating for the proposer or bidder that exceeds the acceptable out of service rating as set forth at

<http://www.ct.gov/dmv/cwp/view.asp?a=804&q=512530&dmvPNavCtr=|#55445>, then the affected proposer or bidder will be deemed to be not responsible and their submittal will be rejected.

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Please include your Federal DOT ID number where specified in Exhibit B. If you do not include the number in Exhibit B and then fail to provide it subsequently when and as asked, your submittal will be rejected.

Further information concerning the SFR may be obtained from CTDMV at: <http://www.ct.gov/dmv/cwp/view.asp?a=804&q=512530&dmvPNavCtr=|#55445>

#### **12. Equipment Inspections:**

All equipment must be in good operating condition and available for inspection by Client Agency inspectors prior to the start of each project. Inspections will be conducted within the State of Connecticut and must be passed prior to the issuance of a purchase order. If Contractor's equipment is not available for inspection or is determined by the Client Agency to be unfit to perform the work specified, the Client Agency may, at its discretion, award the work to the next lowest available Contractor in accordance with Section 13 of the Contract.

#### **13. Transportation:**

The Contractor shall be responsible for all cost of transporting equipment and materials to and from job sites. No transportation charges, setup or breakdown fees or charges will be accepted.

#### **14. Tolls:**

Contractor shall be responsible for payment of all applicable tolls.

#### **15. Connecticut Registration Requirements:**

Under Connecticut law, a commercial vehicle used by Contractor in connection with work under Contract may be subject to State registration requirements. CGS§ 14-12a requires such registration for any vehicle which is most frequently garaged in this State, or most frequently leaves from and returns to one (1) or more points within this State in the normal course of operations. In addition, Contractor shall obtain State registration for any vehicle which continuously receives and discharges cargo within the State. Contractor shall comply with all applicable provisions and regulations of Title 14 of the CGS.

#### **16. Equipment Exceptions:**

When additional unanticipated equipment is required, the Client Agency may request the Contractor to provide additional acceptable equipment, preapproved by the Client Agency. Charges for such equipment may be invoiced under the terms of this Contract, provided that the Client Agency receives written notice, and the Client Agency accepts and authorizes such charges prior to the Contractor's use of such additional equipment.

#### **17. Safety Equipment:**

Contractor shall maintain and utilize all safety equipment as required by any applicable law, regulation and industry best practices. Contractor shall supply all of its employees while performing work under this Contract with Personal Protective Equipment ("PPE") required by State and Federal Occupational Safety and Health Administration ("OSHA") standards and regulations in effect at the time of the issuance of the purchase order.

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#### **18. Material Specifications:**

Contractor shall haul and place material in accordance with Section 4.06 of Attachment 1-Bituminous Concrete Standards.

Tack coat must be utilized and paid for as specified in Attachment 1-Bituminous Concrete Standards. In the event the tack coat fails Client Agency's testing, Contractor shall not receive any payment for the application of the tack coat.

#### **19. Material Orders:**

Contractor shall receive purchase orders on the basis of the lowest net cost. The Client Agency shall determine the types of materials best suited for the work. The Client Agency shall use the following to determine the lowest net cost: Traffic control, machine milling, Material Transfer Vehicle ("MTV"), hand-spread and sidewalk material, leveling courses, machine-laid curb and overall tack coat materials incidental to an overlay. In the event membrane waterproofing is required on an overlay project, it must be considered as part of the total purchase order.

The Client Agency shall issue purchase orders for Complete-In-Place on the basis of total quantities used on each purchase order regardless of the quantity and types of material used. The quantity range representing the total quantity being placed must be used to determine the applicable Contract price for each type of material regardless of the quantity of each individual type of material.

Contractor shall comply with the following in the event multiple towns are involved in the work:

- Total quantity from all towns must be summed together and used for selecting quantity range.
- All line items must be added together for an overall net cost.
- If Contractor fails to bid on a town where multiple towns are involved, the Client Agency shall not consider Contractor for the multiple town award.
- The Contractor with the lowest net overall cost shall be considered the lowest bidder by the Client Agency.

Noncontiguous paving sections are permitted under this Contract. Projects may be grouped together on a single purchase order, provided each section is not outside of a one (1) mile radius from any other section. Contiguous paving projects located within the limits of more than one (1) town may be awarded as a single purchase order. Any purchase order changes must be authorized by the Client Agency through the issuance of a Change Order prior to scheduling deliveries.

For the purpose of awarding a Contractor on a bridge resurfacing project that is divided by a town line, the Client Agency shall consider the bridge wholly in the more northerly or easterly town as shown in the Client Agency's Highway Log. The Highway Log is available at the below link:

<http://www.ct.gov/dot/LIB/dot/Documents/dpolicy/hwylog/hwylog.pdf>

#### **20. Quantities and/or Usages:**

Any quantities set forth in this Contract are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase any particular amount. Actual quantities may vary and will be identified on individual purchase orders issued by the Client Agency.

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Client Agency does not guarantee that any particular amount of bituminous concrete material will be required during the Contract term. Contractor shall provide quantities of material on purchase orders issued in accordance with Exhibit B1, Price Schedule. Contractor shall be responsible for and capable of installing in place tonnage in accordance with Contract price and from plants on Contractor's list of suppliers in Exhibit B2, Price Schedule. Prices will not be accepted that provide less than one thousand five hundred (1,500) tons per eight (8) hour continuous paving operation within the travel way of a limited access highway, and one thousand (1,000) tons per eight (8) hour continuous paving operation on all other projects. These minimum tonnage requirements apply only to surface course pavements of two (2) inches or more. Ramps, shoulders and adjustments to the paving operation that are directed by Engineer are excluded.

Calculations for payments will be based on legal loads only. Client Agency shall not provide payment for any overweight material or for associated traffic control.

If Contractor cannot provide the required tonnage per day in accordance with Exhibit B, Price Schedule, the Client Agency may, at its discretion, award the work to the next lowest available Contractor in accordance with Section 13 of the Contract.

When Contractor fails to provide the required quantity per day in accordance with Exhibit B, Price Schedule, and the Client Agency shall adjust the payment based on the bituminous material actually provided Complete-In-Place for the day. The adjustment will be assessed in accordance with the chart below:

<b><u>Percent of Required Daily Tonnage</u></b>	<b><u>Percent of Payment</u></b>
96% – 100%	100%
75% – 95%	95%
Less than 75%	90%

The adjustment will not apply during conditions beyond the control of Contractor, shutdowns due to adverse weather, equipment malfunctions or when discontinuance of the work is ordered by the Client Agency.

**21. Proprietary Devices, Materials and Processes:**

The Client Agency shall not accept any material from any plant until the mix design data has been submitted by Contractor and approved by the Client Agency Director of Research and Materials. Mix design data and trial mixes must be furnished upon request of the Client Agency.

If Contractor is required or desires to use any design, device, material or process covered by another party's license, patent, copyright or trademark, Contractor shall provide, prior to such use, a legal agreement executed between Contractor and the holder of the license, patent, copyright or trademark. Contractor shall provide a copy of any and all such agreements to the Client Agency Engineer prior to use of such design, device, material or process. If Contractor is allowed by the

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Client Agency, but not specifically required by the Client Agency Engineer, to use any proprietor's design, device, material or process covered by license, patent, copyright or trademark, Contractor and its surety shall indemnify and hold harmless the State from any and all claims that may be brought against the State, and any and all costs, expenses, and damages that the State may be obligated to pay by reason of any infringement or alleged infringement relating to the use of such licensed, patented, copyright or trademark design, device, material or process at any time during the prosecution or after the completion of the project.

#### **22. Handwork and Curbing:**

When bituminous concrete curbing is placed across driveways in a continuous run and cut down to form the lip of the driveway, it must be paid for under the item, machine placed curb mix four (4) to six (6) inches. Quantities used as hand spread must be determined by deducting the quantity used for curbing by calculating fifty-two (52) linear feet for six (6) inch curbing and sixty-two (62) linear feet for four (4) inch curbing per ton of material. If there is significant tonnage remaining, the Contractor and Client Agency Engineer shall estimate the remaining material, note any adjustments on the delivery ticket and dispose of the remaining material at no charge to the Client Agency. The Client Agency shall pay for the remaining material at Contract unit price for hand spread curb mix. The Client Agency shall handwrite adjustments on the delivery ticket for record purposes. The Client Agency shall specify the depth of the material in the purchase order. When leveling courses are required for the elimination of dips and sags or to correct cross slopes prior to placing the uniform depth overlay, the material provided and placed and the price charged must be the unit price under the item leveling course. The Client Agency and Contractor shall agree on the location of the leveling courses and type of material to use prior to the start of work. Contractor shall perform the marking of lines or other indications of control in accordance with the directions received from the Client Agency Engineer.

In the machine placed area some minor handwork may be required in placing material in pot holes, around catch basins, manholes, curbs, gratings, feathering edges and areas to meet required grades. This minor handwork will not be measured for payment and will be included in the cost of the items listed in Exhibit B1-Price Schedule. Work outside of machine laid areas ordered by the Client Agency District Maintenance personnel shall be paid for at the handwork price and shall include, but not be limited to, repair of potholes and placement of patches, placement of material in fillets and on cul-de-sac areas, and on driveways and driveway aprons. The Contractor shall not calculate its invoice for use of tack coat in conjunction with handwork and curbing and instead, shall include such work in the cost of the appropriate items.

#### **23. Adjustments:**

If Contractor fails to complete the hand spread and curbing work as indicated on the applicable purchase order within ten (10) consecutive working days of the completion of the machine laid work, an adjustment of one-half (0.5%) percent of the job total may be charged to Contractor for each day in excess of the allowable time period it takes to complete the hand spread and curbing work. Any adjustment to the allowable time period for the completion of the hand spread and curbing work shall be at the discretion of the Client Agency and shall be determined prior to any work being started on a purchase order.

#### **24. Milling Machine:**



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Contractor shall provide a milling machine capable of milling twenty-four (24) inches in width and up to four (4) inches in depth.

The milling machine must be provided with an operator. The Client Agency shall pay for required milling machine services for a minimum of four (4) hours. The Client Agency shall not pay for transportation to and from the project site. If a milling machine is specified for a project but pricing is not available on Exhibit B, Price Schedule from that particular Contractor, the Client Agency shall issue work to the next Contractor with the next lowest price. The Client Agency District Maintenance personnel shall schedule the use of the milling machine. Schedule details must be discussed at the pre-construction meeting held prior to the start of paving work.

#### **25. Material Transfer Vehicle:**

A MTV must be used in accordance with Attachment 1- Bituminous Concrete Standards when placing a bituminous concrete surface course as indicated in the Contract or as determined by Client Agency Engineer.

#### **26. Disposal of Millings from Wedge Cuts:**

The Client Agency shall be responsible for the disposal of millings from wedge cuts at the starting point, ending point and at all town or side road junctions.

#### **27. Furnish and Application of Bridge Deck Membrane Waterproofing:**

**Description:** This work consists of the furnishing and application of a membrane system of waterproofing to the surface of concrete structures where a bituminous concrete wearing surface is to be constructed, and at other locations shown on the plans established during the preconstruction meeting or as ordered by the Client Agency.

**Materials:** The materials for work must conform to the requirements of Article M.12.04 of the Standards.

**Liquid Bitumen:** For woven glass fabric, the seal coat material must be of asphalt conforming to ASTM D 449, Type III.

**Primer:** Primer for use with asphalt in waterproofing must conform to the requirements of ASTM D 41.

**Fabric:** Woven Glass fabric saturated with asphalt must conform to the requirements of ASTM D 1668. Resin-treated woven glass fabric must conform to the requirements of ASTM D 1668 and be compatible for use with asphalt.

**Certification:** For the waterproofing asphalt, including the primer and the fabric, a Certified Test Report must be provided to the Client Agency in accordance with the Standards, Article 1.06.07, certifying the conformance of the membrane system to the requirements stated herein.

**Construction Methods:** Concrete surfaces which are to be waterproofed must be smooth and free from projections or holes that may cause puncturing of the membrane fabric. The surface must be thoroughly cleaned of loose or foreign substances.

The Client Agency shall not allow priming or waterproofing in wet weather or when the temperature of the air or concrete surface is below thirty-five (35) degrees Fahrenheit, without written

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authorization from the Engineer. Unless otherwise directed by the Engineer, construction joints above those at the footings of abutments, wing walls and retaining walls must be made impervious to water by the application of membrane waterproofing on the unexposed surface for a distance of eighteen (18) inches on each side of the joint.

1. Primer: Beginning at the curb line of the surface to be waterproofed, the primer must be applied in one (1) coat at a rate recommended by the manufacturer, but not less than one-twentieth (1/20) of a gallon per square yard, without allowing the primer to pond. Ponding of the primer requires a longer cure time. The primer drying time shall be in accordance with manufacturers', recommendations (at seventy-seven (77) degrees Fahrenheit and fifty-five (55) percent relative humidity). Higher temperatures may require less drying time.

2. Membrane Fabric: The waterproofing fabric and the liquid bitumen must be applied as follows:

The liquid bitumen must be heated to a temperature between a minimum of three hundred (300) degrees Fahrenheit and four hundred sixty (460) degrees Fahrenheit. In no case will the temperature exceed four hundred eighty (480) degrees Fahrenheit. The liquid bitumen must be contained in a double-jacketed melter or the bitumen delivered directly to the job site by the manufacturer in a tanker truck. The melter and tanker must be equipped with approved thermometers. Melters must be equipped with an agitation system to prevent local overheating. Waterproofing must begin at a predetermined curb line. The liquid bitumen must be placed as a base to accommodate the woven glass fabric. The base coat must not exceed sixteen (16) feet in width or the length of the area to be waterproofed. The base coat must be applied a minimum of two (2) inches up the curb.

The liquid bitumen must be terminated approximately six (6) inches from all bridge joints to prevent material from flowing into the joint openings.

A twenty (20) inch minimum width of fabric shall be installed two (2) inches minimum up the curb and onto the deck. Care must be taken to ensure that this curb strip is pressed firmly against the curb and the concrete. A top coat of liquid bitumen must then be applied over the curb strip to ensure a watertight joint along the curb line.

If so directed by the Client Agency, additional strips of fabric must be placed over any other areas of the concrete surface for special protection.

The next strip of fabric must be placed on top of the curb strip, beginning at the curb line. Each successive strip of fabric must be lapped slightly more than fifty (50%) percent over the previous strip so that there are always two (2) layers of fabric at all points with side laps not less than two (2) inches wide. All end laps must be at least twelve (12) inches long.

A second coat of liquid bitumen must then be applied to the entire area covered with the fabric and pressed into the fabric with squeegees until the fabric is fully saturated. If areas of fabric are exposed after this application of liquid bitumen, or are determined not to be thoroughly saturated, an additional coat of liquid bitumen must be applied to those areas.

The entire membrane must be free of wrinkles, air bubbles, or other defects. In the event bubbles or blisters form under the membrane, they must be punctured with a sharp pointed instrument and the membrane pressed firmly into contact with the deck by the Contractor. All

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tears, holes, misaligned or inadequately lapped seams must be repaired with a patch of membrane extending three (3) inches beyond the damaged area. The Contractor shall repair intentionally punched holes with a two (2) inch lap.

The Contractor shall take precaution to prevent damage to the finished membrane caused by the work crew and equipment. Any damage that occurs must be repaired by patching. Patches must extend at least twelve (12) inches beyond the outer-most damaged portion, and the second ply must extend at least three (3) inches beyond the first.

Vehicular traffic must not be allowed to pass over the finished membrane waterproofing. Upon completion of the membrane waterproofing, at least one course of the bituminous concrete wearing surface must be placed as soon as practicable in order to prevent damage to the membrane waterproofing.

3. Drains:

Drainage holes, if and where required, must be provided by the State before the start of Contractor's work. Woven glass fabric must be neatly slit and folded down into the drain holes. After placement of the membrane fabric, an eight (8) inch square of one-quarter (¼) inch galvanized wire mesh (23 gauge) supplied by Contractor, must be placed over the drain to prevent bituminous material from falling through.

4. Method of Measurement:

Payment for the above described work must be measured by the actual number of square yards of waterproofed surface that has been completed and accepted by the Client Agency.

5. Basis of Payment:

The above described work must be paid for at Contract unit price per square yard for "Membrane Waterproofing (Woven Glass Fabric)." This price includes full compensation for furnishing all materials, equipment, labor and incidentals necessary to complete the work. The Client Agency shall not provide payment for delayed work or other causes slowing down Contractor's operations or adding to Contractor's costs.

**Note:** ALL BITUMINOUS CONCRETE MATERIAL WILL BE PAID FOR AT THE APPLICABLE CONTRACT PRICE PER TON AND NOT AS PART OF THE MEMBRANE ITEM.

**28. Permits, Licenses, and Fees:**

Contractor shall pay all fees for permits, licenses and certifications, and provide all notices to the Client Agency and comply with all laws, ordinances, rules and regulations of the city, town and Client Agency in which the installation of material is to be made. Contractor shall immediately notify the Client Agency by written notice in the event any of such permits, licenses or certifications expire or are revoked. The Client Agency, at any time during the term of this Contract, may request the Contractor and subcontractor, if any, to provide proof of any of required permits, licenses and certifications.

**30. Geographical Limits:**

The geographical limits of each District's Maintenance Sections are outlined in Attachment 2- DOT Maintenance Section Map.

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#### **31. Environmental Compliance:**

Contractor shall remain in compliance with the environmental regulations promulgated by the State of Connecticut Department of Energy and Environmental Protection. If Contractor fails to comply with any environmental regulations, the Client Agency may not issue any new purchase orders to Contractor until such noncompliance has been cured.

Contractor shall comply with Sections 1.07.16 and 1.10.03 and the Department Best Management Practices of the Standards as well as any other applicable addenda or provisions of the Standards.

#### **32. Traffic Control:**

Prior to the work beginning, the Client Agency shall determine, at its sole discretion, whether the Client Agency or the Contractor shall perform traffic control, including providing the required number of Trafficpersons (as defined in Section 33 below). If the Client Agency determines that the Contractor is responsible for traffic control, the Contractor shall (i) assume all responsibility for traffic control, (ii) adhere to all Client Agency traffic control policies and procedures, and (iii) comply with Connecticut General Statute Sections 13a-23, Sec. 13a-24, Sec. 13a-33, and Sec. 13b-24. The Contractor shall supply, erect, maintain, move and remove all signs, sign supports, barricades, traffic cones, traffic delineators and any, but not limited to, other material that may be necessary to set up the various traffic control patterns as set forth in the provisions of Attachment 3-Work Zone Traffic Control Operations (Rev. Date 12/16/15). In addition, Contractor shall furnish the required number of Trafficpersons throughout the Term of this Contract.

No detouring of traffic will be allowed by subcontracted traffic services. If State/ local police or traffic controllers detour traffic, the Contractor shall be responsible for any adverse conditions that may arise from the detour. Only planned detours with appropriate notification to the appropriate parties and approved by the Client Agency will be allowed.

Contractor shall supply, erect, maintain, move and remove any necessary lighting which may be required to illuminate the work area including the illumination of any signing operations.

Prior to the work beginning, the Client Agency shall determine whether a Truck Mounted Attenuator ("TMA") is required, and whether the Client Agency or Contractor shall supply the TMA.

#### **Basis for Pricing:**

Traffic control for regular paving operations must be paid for under "Traffic Control -Two Lane or Expressway" at the Contract unit price as listed in the Exhibit B1, Price Schedule and "Two Lane" including Trafficpersons. Contract price in Exhibit B1, Price Schedule, for "Expressways - Traffic Control Patterns Only" must include costs for Contractor to supply, erect, maintain, move and remove any necessary lighting which may be required to illuminate the work area including the illumination of any signing operations. In addition, Contractor shall hire and schedule the Connecticut State Police Officers as set forth in the minimum number of Trafficpersons requirements described below.

The Contractor shall be paid for Traffic Control utilizing a TMA for regular paving operations as indicated in Exhibit B, Price Schedule, under "Type D Portable Impact Attenuation System".

The Contractor shall be paid for Traffic Control for Mill and Fill Complete-In- Place as indicated in Exhibit B3, Price Schedule, under "Work Zone Traffic Control". The unit price must include the

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Contractor's costs to supply, erect, maintain, move and remove any necessary lighting which may be required to illuminate the work area including the illumination of any signing operations. In addition, Contractor shall hire and schedule the Connecticut State Police Officers as set forth in the below described minimum number of Trafficpersons requirements.

#### **33. Trafficpersons (Connecticut State Police Officer, Uniformed Municipal Officer, Uniformed Flagger):**

Contractor shall provide the required number of Trafficpersons throughout the Term of the Contract. The term "Trafficperson" is defined as Uniformed Flagger(s) or Uniformed Municipal Police Officer(s). Contractor shall provide the minimum number of Trafficpersons, specifically:

- a. With respect to limited access highways "Expressways", a total of two (2) Connecticut State Police Officers.
- b. With respect to two-lane (non-divided) highways, a total of three (3) Trafficpersons (in any combined number of Uniformed Municipal Police Officer(s) and Uniformed Flaggers).
- c. With respect to handwork/curbing, a total of two (2) Trafficpersons (in any combined number of Uniformed Municipal Police Officer(s) and Uniformed Flaggers) on Two-Lane (non-divided) highways and two (2) Connecticut State Police Officers on Expressways.

When the Client Agency provides traffic control, it shall include the furnishing of and the installation of signs, barricades, traffic cones and traffic delineators. The Client Agency shall also provide for Trafficpersons in the numbers and types at its sole discretion.

**Description:** The Contractor shall provide the services of Trafficpersons of the type and number, and for such periods, as the Client Agency approves for the control and direction of vehicular and pedestrian traffic in areas affected by project operations. Trafficperson services which have not been requested or approved by the Client Agency, but which have been obtained by the Contractor solely to meet its operational plans or needs will not be approved for payment. When Connecticut State Police Officers are used during Contractor furnished traffic control, the Department of Public Safety will receive direct payments from the Client Agency for such service and the cost will be excluded from the Contractor's cost of the scheduled work. The payment for Connecticut State Police utilized solely by the Contractor for its convenience and not approved by the Client Agency is the responsibility of the Contractor. No separate payment item for State Police Officers is included under this Contract.

**Construction Method:** The Contractor shall inform the Client Agency of its scheduled operations for the following week and the number of Trafficpersons it proposes to use for those operations. The Client Agency shall review the proposal and, if it is acceptable, approve the type and number of Trafficpersons to be used. In the event of an emergency or short term operation, the Client Agency may approve the temporary use of properly-clothed persons for traffic control until such time as an authorized Trafficperson may be obtained for that work. In no case will such temporary use exceed eight (8) hours for any particular operation.

If the Contractor changes or cancels any scheduled operation without prior notice of same as may be required by the Client Agency providing the Trafficpersons, the Contractor shall be responsible for payment, at no cost to the Client Agency, of any show-up cost charged by said Client Agency for

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affected Trafficpersons who would have been used if not for the pertinent change or cancellation. The Client Agency may approve exceptions for adverse weather conditions and unforeseeable causes beyond the control, and not involving the fault or negligence, of the Contractor.

The Contractor shall not direct Trafficpersons assigned to a work site. Trafficpersons must only take direction from the Client Agency. When Connecticut State Police Officers are requested, the Contractor must notify the Client Agency of the upcoming operations as well as complete a Request Form and Cancellation Form for State Police Traffic Control Services, DPS-691-C3 (Attachment 4-DESPP Request and Cancellation Form). The Client Agency shall review the Contractor's upcoming schedule and the completed DPS-691-C3 and will fax or email it to Department of Emergency Services and Public Protection Safety's Overtime Office between normal business hours from 8:00 a.m. to 2:00 p.m., Monday-Friday (except State scheduled holidays):

DESPP Special Duty Overtime Coordinator  
1111 Country Club Road  
Middletown, CT 06457  
Fax: 860-685-8495  
Telephone: 860-685-8420  
Email: [specduty.clerk@ct.gov](mailto:specduty.clerk@ct.gov)

The Contractor shall inform the Client Agency twenty-eight hours (28) in advance of any changes or cancellations of any scheduled operations involving the Connecticut State Police Officers. The Client Agency may grant exceptions to the twenty-eight hour (28) notification for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor. The Contractor shall not direct Connecticut State Police Officers assigned to a work site.

Trafficpersons shall wear a high-visibility safety garment that is compliant with OSHA, Manual on Uniform Traffic Control Devices (MUTCD), and ASTM Standards. The safety garment must include the words "Traffic Control" printed and clearly visible on the front and rear panels (minimum letter size two (2) inches) of the garment. Worn or faded safety garments that are no longer highly visible cannot be used. The Client Agency shall instruct the Contractor to replace any such garments at no cost to the State.

A Trafficperson shall assist in implementing the traffic control specified in the item 32. "Traffic Control" contained elsewhere in this Exhibit A, or as otherwise directed by the Client Agency according to the Standards. Any use of a Trafficperson for project operations in a manner that conflicts with the requirements of the Standards must be authorized in writing by the Client Agency.

Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting must be held with the Contractor, Trafficpersons, and the Client Agency to review the Contractor furnished traffic control, lines of responsibility, and operating guidelines which must be used on the assigned work.

Trafficpersons consist of the following types:

1. Connecticut State Police Officer: State Police Officers shall be uniformed off-duty sworn Connecticut State Police Officers. Their services will also include the use of official State Police

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vehicles and associated equipment. State Police Officers shall be used on all limited access highways. State Police Officers shall not be used on non-limited access highways unless specifically under their jurisdiction or authorized in writing by the Client Agency. State Police Officers with official State Police vehicles shall be used at such locations and for such periods as the Client Agency deems necessary to control traffic operations and promote increased safety to motorists through the construction sites. On limited access highways, the Client Agency may determine that State Police Officers must be utilized for regional work zone traffic safety and enforcement operations in addition to project-related work zone assignments.

2. **Municipal Police Officers:** Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables employed by the Municipality in which the project is located, who perform criminal law enforcement duties for the Municipality. Law enforcement personnel shall wear the high-visibility safety garment provided by their law enforcement agency. If no high visibility safety garment is provided by said agency, the Contractor shall provide the law enforcement personnel with a garment meeting the requirements described below for a Uniformed Flaggers' garment. Law enforcement personnel may be also being used for conducting motor vehicle enforcement operations in and around work areas as directed or approved by the Client Agency.

Uniformed Municipal Police services shall also include their use of an official Municipal Police vehicle when so requested by the Client Agency. Uniformed Municipal Police Officers shall not be used on limited access highways. If Uniformed Municipal Police Officers are unavailable, for a given task, other Trafficpersons may be used if so authorized in writing by the Client Agency.

Uniformed Municipal Police Officers and requested Municipal Police vehicles must be used at such locations and for such periods as the Client Agency deems necessary for the control of traffic operations and for the safety of motorists passing through sites affected by project operations.

3. **Uniformed Flagger:** Uniformed Flaggers shall be persons who have successfully completed flagger training by the American Traffic Safety Services Association, National Safety Council or other such training approved by the Client Agency. A copy of the Uniformed Flagger's training certificate must be provided to the Client Agency before the Uniformed Flagger performs any project work. The credentials and conduct of Uniformed Flaggers must comply with the requirements of Chapter 6E, Flagger Control in the MUTCD. Uniformed Flaggers shall wear high-visibility safety apparel and use a STOP/SLOW paddle that is at least eighteen (18) inches wide with letters at least six (6) inches high. The paddle must be mounted on a pole of sufficient length to be six (6) feet above the ground as measured from the bottom of the sign. Uniformed Flaggers shall only be used on non-limited access highways for the purpose of controlling traffic operations and only when authorized to do so in writing by the Client Agency.

**Method of Measurement:** The following will not be measured for payment: Travel time for Uniformed Municipal Police Officers or Uniformed Flaggers, mileage fees associated with Trafficperson services, and safety garments and STOP/SLOW paddles.

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**Basis for Pricing:** Trafficpersons for regular paving operations must be included into, measured and paid for under the Contract unit price for “Traffic Control Additional - Two Lane & Expressway Traffic Control Pattern Only” as listed in Exhibit B1, Price Schedule.

Connecticut State Police Officers shall not be measured for payment. When the Client Agency requires the Contractor to use Connecticut State Police Officers as Trafficpersons, Contractor shall be responsible for their hiring and scheduling. There will be no separate pay item for Connecticut State Police Officers that are used as Trafficpersons. When Connecticut State Police Officers are used as Trafficpersons, the Client Agency shall make direct payments to DESPP for each Connecticut State Police Officer used.

Trafficpersons for Mill and Fill Complete-In-Place operations will be measured and paid for under the Contract unit price for “Each Uniformed Flagger & Each Uniformed Municipal Officer Additional per Square Yard” as listed in the Exhibit B3, Price Schedule.

#### **34. Truck-Mounted or Trailer-Mounted Impact Attenuator (Type D Portable Impact Attenuation System):**

**Description:** Furnishing, operating, maintaining, and relocating a Truck-Mounted or Trailer-Mounted Impact Attenuator by the Contractor.

**Materials:** Prior to using a TMA, the Contractor shall submit to the Client Agency a Materials Certificate in accordance with the Standards, Section 1.06.07 for each TMA supplied and a copy of the Federal-aid eligibility letter issued to the manufacturer documenting that the TMA complies with the requirements of the NCHRP Report 350 (TL-3) or the AASHTO MASH (TL-3). The TMA may be attached to a truck or in accordance with the manufacturer’s recommendations. The TMA must be equipped with a minimum of two (2) yellow flashing lights. An attenuator reflector consisting of Type IV retroreflective sheeting that displays an inverted “V” pattern, with alternating black and retroreflective yellow stripes must be placed on the back of the TMA. The TMA reflector must fully cover the rear face of the impact attenuator. The truck must be equipped with a high mounted internally illuminated flashing arrow which meets the requirements of the Standards, Section 11.30. The truck must be equipped with a minimum of two (2) amber strobe type flashers mounted above the internally illuminated flashing arrow.

**Construction Methods:** During the pre-construction meeting, the Client Agency and Contractor shall determine if a TMA is required and who will furnish, operate and relocate each TMA(s). Each TMA must be utilized and maintained according to the Traffic Control Pattern described in the special provisions for Maintenance and Protection of Traffic included in the Standards and Attachment 3-Work Zone Traffic Control Operations (Rev. Date 12/16/15). The Contractor shall maintain each Contractor provided TMA in a fully operable condition at all times. Any TMA that is not fully functional will not be permitted at the project site.

**Basis for Pricing:** The TMA used for regular paving operations must be priced under the “TMA” for “Truck Mounted or Trailer Mounted Attenuator (TMA) - Type D Portable Impact Attenuation System per unit” and paid for the actual number of hours (hr.) utilized per unit as listed in the Exhibit B2, Price Schedule.



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The TMA for Mill and Fill Complete-In-Place must be priced under the "TMA" for "Truck Mounted or Trailer Mounted Attenuator (TMA) - Type D Portable Impact Attenuation System per unit and paid for by additional per square yard as listed in the Exhibit B3, Price Schedule.

#### **35. Bituminous Concrete Mill and Fill (Complete-in-Place):**

**Description:** The work associated with the Bituminous Concrete Mill and Fill must be all-inclusive and initiated and completed within the confines of the designated work day as determined by the Client Agency so as to provide as minimal disruption to the traveling public as possible.

This work consists of milling out deteriorated bituminous concrete pavement to a depth of two (2) inches, disposing of pavement millings, sweeping and cleaning, application of tack coat on all surfaces within milled area, and placement of two and one half (2 ½) inches loose of Hot-Mix Asphalt (HMA) or an equivalent Polymer Modified Asphalt (PMA) compacted to two (2) inches to match the elevation of the surrounding pavement.

#### **Materials:**

Materials for this work must consist of the following:

- HMA S0. 5, or an equivalent PMA must meet the requirements of the Standards, Sections 4.06 and M.04. All HMA, or PMA, must be Traffic Level 2 unless indicated otherwise by the Client Agency.
- Tack coat must meet the material requirements of the Standards, Sections 4.06 and M.04.

#### **Construction Methods:**

Equipment includes, but is not limited to, the following:

1. Milling machine: A milling machine designed and built for milling flexible pavements. The milling machine must be self-propelled with sufficient power, traction, and stability to maintain depth and slope and be capable of removing the existing bituminous concrete pavement.

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

The fine milling rotary drum of the milling machine must use carbide tip tools spaced not more than five sixteenths (5/16) inch apart. The forward speed of the milling machine must be a maximum of forty-five (45) feet/minute. The tools on the revolving cutting drum must be continually maintained and replaced by the Contractor as warranted to provide a uniform pavement texture.

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

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areas where it is impractical to use the above described equipment, the Contractor shall be permitted to use a lesser equipped milling machine with a minimum milling width of at least eighteen (18) inches and approved by the Client Agency.

2. One ten (10) foot straight edge.
3. Two (2) skid steers with smooth rubber tires, one (1) with heavy duty construction bucket utilized for scraping up millings and one (1) with heavy duty broom minimum six (6) foot width.
4. Sweeper: A sweeper, equipped with a water tank, side gutter wire brushes and a main rear heavy duty broom capable of remove millings and loose debris.
5. Sweeper/Vacuum truck: A sweeper equipped with side gutter wire brushes and a high capacity vacuum capable of picking up heavy debris.
6. Air compressor: An air compressor capable of producing one hundred (100) psi, oil free, compressed air for cleaning the milled pavement surface.
7. Hot air lance: A hot air lance that can deliver one hundred (100) psi, oil free heated air to clean and dry the pavement surface. The compressed air emitted from the tip of the lance shall achieve a temperature of at least one thousand five hundred (1500) degrees Fahrenheit.
8. Paving and compaction equipment: Tack coat, paving and compaction equipment meeting the requirements of the Standards, Section 4.06. The Contractor shall meet the density and compaction and all other requirements specified in the Standards, Sections 4.06 and M.04 at all times.
9. Portable lighting equipment: If the work is performed at night, the Contractor shall provide a truck towed light tower and driver for use by the Engineer for all marking, installation and inspection.

The work includes, but is not limited to, the following:

- Demarcating: The Client Agency representative shall mark out areas for repair and determine the appropriate milling depth of two (2) inches. Any area to be repaired must completely encompass the entire distressed pavement area and extend at least three (3) feet beyond into the surrounding pavement wherever possible or as indicated by the Client Agency representative.
- Milling: The Contractor shall mill marked out areas to specified depths.
- Sweeping, Cleaning and Drying: Milled surfaces must be swept clean and allowed to dry. Any moisture in or on the milled areas must be allowed to evaporate or removed with the assistance of the hot air lance. When the milled area is dry to the satisfaction of the Engineer, it must be blown clean of any residual dust or debris using compressed air.
- Applying Tack Coat: The Contractor shall apply tack coat to the entire clean and dry milled area, including the sides/walls of the area to be patched, and in accordance with the requirements of the Standards, Section 4.06.
- Placing Material: After the tack coat has had sufficient time to cure or break, the Contractor shall apply HMA S0.5 or equivalent PMA and compact the material to the requirements above and in the Standards, Section 4.06. The Contractor shall confirm that the surface elevation of the

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finished repair matches the elevation of the surrounding pavement surface to within one quarter (1/4) inch using the ten (10) foot straightedge.

**Movement, Relocation, or Skip (MRS)**

The Client Agency shall pay for equipment relocated from one (1) work area to the next work area when groups are used to form one (1) purchase order. Equipment relocation types are defined as the following:

- “Movements”: To transport equipment from one work area to another by truck.
- “Relocation”: To relocate equipment from one work area to another using its own power.
- “Skip”: To skip from one work are to another using its own power.

The Client Agency shall pay for each Movement, Relocation and Skip (MRS) based on the ranges below.

<b><u>DISTANCE (feet)</u></b>
501' to 2640'
2641' to 5280'

All distances will be measured from the closest work location.

**Basis for Pricing:** MRS must be priced under “A Movement, A Relocation or A Skip (501’-2640’)” and “A Movement, A Relocation or A Skip (2641’-5280’)” and paid for by each movement as listed in Exhibit B3, Price Schedule.

Note: Payments will not be made for any MRS work area on separate purchase orders. Payments will not be made for any MRS under five hundred (500) feet. Contractor shall not be paid MRS if it involves securing the milling equipment off the road at the end of the work day and returning the milling equipment to where the Contractor stopped work the prior work day. This is considered to be part of a milling work day operation.

**Example:** Contractor ABC has termini from Point A to Point B in the 15,000 square yard Range with a depth of 3” and three (3) MRS’s bids the following:

<b><u>DISTANCE</u></b>	<b><u>PRICE</u></b>
Under 500'	\$No Payment
501' to 2640'	\$50.00
2641' to 5280'	\$75.00

Based on the table above, if the first MRS is 2600', the second 300' and the third is 1000', then the total MRS cost would be \$100.00.

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**CALL BEFORE YOU DIG (“CBYD”):**

Before any work is performed, the Contractor shall contact CBYD at 811 or 1-800-922-4455 or by e-mail to obtain and maintain a request number and the names of the utility companies that are being notified. The Contractor, upon request, shall supply the Client Agency with the requested number(s) and must update them as needed. Upon request from the Client Agency, the Contractor shall supply a complete list of utilities that CBYD will contact for each request. Any relocation of guide rail or other associated subsurface explorations must be cleared with CBYD at least two (2) days prior to installation. The relocation and or modification of guide rail to be installed, including those due to utility conflict, shall be approved by the Client Agency in writing. The CBYD website address is below, as it may be modified from time to time:

<https://www.cbyd.com/#>

**Method of Measurement:**

Bituminous Concrete Mill and Fill (Complete-in-Place) must be measured by the number of square yards of mill and paved bituminous concrete completed and accepted by the Client Agency.

**Basis of Payment:**

Bituminous Concrete (**delivered material only**) HMA S0.5 & PMA S0.5 must be paid for at the Contract unit price per ton and the Mill and Fill (Complete-in-Place) must be paid for at the Contract unit price per square yard as listed on Exhibit B3, Price Schedule. The price must include all tools, materials, labor and equipment; milling, removing, and disposing of pavement millings; sweeping and cleaning of the milled area; drying the milled area; applying tack coat to the milled area; and placement and compaction of HMA or PMA.

<u>Pay Item</u>	<u>Pay Unit</u>
Bituminous Concrete ( <b>delivered material only</b> ) HMA S0.5	(t) ton
Bituminous Concrete ( <b>delivered material only</b> ) PMA S0.5	(t) ton
Mill and Fill (Complete-In-Place)	(s.y.) square yard
Movement, Relocation, or Skip (MRS) (501' - 2640')	(ea.) each
Movement, Relocation, or Skip (MRS) (2641' - 5280')	(ea.) each

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Work Zone Traffic Control Patterns	Additional per square yard (s.y.), Two Lane/Expressway
Each Trafficperson – Uniformed Flagger	(hr.) Hour
Each Trafficperson – Municipal Police Officer	(hr.) Hour
Truck Mounted or Trailer Mounted Attenuator (TMA)	Additional per square yard (s.y.)
Night Hours	Additional per square yard (s.y.), Two Lane/Expressway
Saturday	Additional per square yard (s.y.), Two Lane/Expressway
Sunday	Additional per square yard (s.y.), Two Lane/Expressway

**36. Payment Bond**

Payment Bond: Contractor may either provide a Payment Bond in the amount of one hundred percent (100%) of each Purchase Order or a payment bond in the minimum amount of five million dollars (\$5,000,000.00). If the total value of the awarded work meets or exceeds the five million dollars (\$5,000,000.00) bond value, the bond requirement must be increased in minimum increments of one million dollars (\$1,000,000.00) beyond the value listed on the current bond. The Client Agency shall notify the Contractor when a new bond is required. The required bond must be received prior to the Purchase Order being issued. Failure to submit a payment bond in a form satisfactory to the Client Agency prior to the Purchase Order being issued will result in the Client Agency issuing the Purchase Order to the next lowest Contractor responsive to Client Agency’s bond request.

The payment bond requirements may be waived by the Client Agency for companies that manufacture and supply their own material and do not purchase materials required for Performance of this Contract from any third party source. Appropriate documentation must be supplied with each project bid to establish the basis upon which to request a waiver of the payment bond.

Payment bonds must meet the following requirements:

1. Corporation: The payment bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The payment bond must be signed by all the partners and indicate they are “Doing Business As (name of firm)”.
3. Individual: The payment bond must be signed by the individual owning the business and indicated “Owner”.
4. The surety company executing the payment bond must be licensed to do business in the State of Connecticut, or the payment bond must be countersigned by a company so licensed.

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5. The payment bond must be signed by an official of the surety company and the corporate seal must be affixed over his or her signature.
6. Signature of two (2) witnesses for both principal and the surety must appear on the payment bond.
7. A power of attorney for the official signing of the payment bond for the surety company must be submitted with the payment bond, unless such power of attorney has previously been filed with the Client Agency.

Re-insurance arrangements are not acceptable to meet payment bond requirements. A maximum of one (1) co-surety is acceptable for a payment bond. The Client Agency, as obligee, shall hold all surety companies which execute payment bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such payment bonds. Sureties are not allowed to limit their interest in such payment bonds.

Other offers of surety will be reviewed on a case by case basis and approved or disapproved at the sole discretion of the Client Agency.

**37. Notices:**

Notice address for ConnDOT as the Client Agency:

State of Connecticut  
Department of Transportation  
Division of Purchasing and Materials Management  
2800 Berlin Turnpike  
Newington CT 06111

**38. Invoices and Payments:**

When ConnDOT is the Client Agency, payment and invoicing inquiries must be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices must include:

1. Contractor F.E.I.N.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and/or material supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices to the following address:

State of Connecticut  
Department of Transportation  
Bureau of Finance and Administration

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Attn: Accounts Payable  
2800 Berlin Turnpike  
Newington, CT 06111

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above

**39. Additional Terms and Conditions:**

**(a) Contract Separately/Additional Savings Opportunities**

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

**(b) Mandatory Extension to State Entities**

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

**(c) P-Card (Purchasing MasterCard Credit Card)**

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

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

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

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

**(d) Subcontractors**

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be

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necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

Contractor must provide the majority of services described in the specifications.

#### **(e) Prevailing Wages**

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

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), 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.

#### **(f) Security and/or Property Entrance Policies and Procedures**

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

#### **(g) Department of Correction Requirements for Contractors who Perform at a Correctional Facility**

##### **(1) Facility Admittance**

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:



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1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

#### (2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

#### (3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

- (A) Restricted Areas

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All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof,

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or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
  3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
  2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
  2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

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