

TABLE OF CONTENTS OF SPECIAL PROVISIONS

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

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OCTOBER 23, 2019
FEDERAL AID PROJECT NO. N/A
STATE PROJECT NO. 0171-0429

THE REHABILITATION OF THE SALT SHEDS

Towns of Stafford, Union and Vernon

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 2019 (otherwise referred to collectively as "ConnDOT Form 817") is hereby made part of this contract, as modified by the Special Provisions contained herein. Form 817 is available at the following DOT website link <http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>. The current edition of the State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available at the following DOT website link <http://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258>. The Special Provisions relate in particular to The Rehabilitation of the Salt Sheds in the Towns of Stafford, Union and Vernon.

CONTRACT TIME AND LIQUIDATED DAMAGES

If the Contractor fails to complete all construction activities by September 20, 2020, the Contractor will be assessed liquidated damages of Eighteen Hundred Dollars (\$1,800.00) per calendar day.

NOTICE TO CONTRACTOR – POTENTIAL MODIFIED AWARD SCHEDULE

The contractor is hereby given notice that this contract will not be awarded until all State and Federal funding approvals have been received. If funding approvals are not received, this Contract award may be delayed or the Contract may be withdrawn and re-advertised at the discretion of the Department, per section XIII of the Construction Contract Bidding and Award Manual. Any delay to the Contract award or failure to award shall not be the basis for any claims by any bidder.

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 – HAZARDOUS MATERIALS INVESTIGATIONS

A limited hazardous materials site investigation has been conducted at the Salt Sheds in Stafford, Union and Vernon, Connecticut. The scope of inspection was limited to the roofing and associated components projected for impact.

The Contractor is hereby notified that while lead based paint and hazardous/ regulated items were identified at the sites, the majority of them are not expected to be impacted by the roof replacement project except as noted below. The Contractor should be aware of their presence and ensure that workers do not impact them.

No Asbestos-containing-material (ACM) was identified at the Groton, Haddam and Marlborough Salt Sheds.

Lead Based Paint (LBP), identified on exterior yellow concrete columns at the Vernon Salt Shed and orange metal door mechanism and exterior yellow metal columns at the Union Salt Shed, is not expected to be impacted. No LBP was identified at the Stafford Salt Shed.

Regulated items in the form of MgCl tanks have been identified at each of the three sites; however, they are not expected to be impacted. Halogen lights were also identified at the three sites, as was a printed circuit board panel for the old mega door at the Union Salt Shed, which may require impact/removal.

Guano accumulations were identified at the time of the surveys, and are likely to exist at the time of construction and shall be removed.

The Contractor will be required to implement appropriate health and safety measures if/when these materials are impacted. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment and decontamination, equipment decontamination and personnel training. **WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.**

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

- Item No. 0020765A – Guano Abatement
- Item No. 0101143A – Handling and Disposal of Regulated Items

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

Information pertaining to the results of the limited hazardous materials investigation discussed can be found in the document listed below. This document shall be available for review electronically.

- Pre-Renovation Investigative Survey for Hazardous Building Materials, Salt Shed Roof Replacements, Stafford, Union & Vernon, Connecticut, TRC Environmental Corporation, August 2019.

NOTICE TO CONTRACTOR – PROJECT DESCRIPTION

The Project consists of the rehabilitation of the existing salt sheds located in Stafford, Union and Vernon, Connecticut as shown and described in the Contract.

Salt shed work consists of the removal of the existing asphalt shingle roof covering and the installation of a Polyvinyl Chloride Décor membrane roof system and snow retention system.

The work includes the removal of the canopies and the installation of wood louvers, cedar shingles, joint sealants and exterior painting and staining. The existing plywood substrate and interior truss plates may be refastened or replaced as required.

Environmental work associated with this project includes Guano Abatement and the Handling and Disposal of Regulated Items as indicated in the NOTICE TO CONTRACTOR – HAZMAT 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:

Demolition Plan

Disposal Plan

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 Specification except for Testing, Adjusting, and Balancing Reports

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

1. Item No. 0020765A – Guano Abatement.
2. Item No. 0101143A – Handling and Disposal of Regulated Items.

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

Designer (Project Engineer): Shinel M. Mercado

Designer (Project Manager): Michael J. Strong

Construction Project Chief Inspector: Will be identified at Pre-Construction meeting.

Construction Supervising Engineer: Will be identified at Pre-Construction meeting.

Owner: David Hartley

Add the following for submittals where Environmental Compliance is listed in NOTICE TO CONTRACTOR – SUBMITTALS as the “submittal reviewer:”

Environmental Designer (Project Engineer): Cornato R. Vella

Environmental Designer (Project Manager): Amie Maines

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

NOTICE TO CONTRACTOR – SOLE SOURCE PRODUCTS

For operational purposes, the Department has determined the need to sole source products specified in the following Contract provisions (including specific CSI-formatted Specifications contained within a particular Special Provision):

1. PVC Membrane Roofing: Division 07 Section 075419, “Polyvinyl-Chloride (PVC) Roofing”

No “Or Equals” will be permitted. Said products shall be installed only by their factory authorized installer or service representative. The Contractor shall bid the Project accordingly.

**NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS
CONTAINING MATERIALS**

The Contractor shall submit manufacturer certification letters for all materials specified in the following Contract provisions (including CSI-formatted specifications contained within a particular special provision):

1. Underlayment: Division 06 Section 061053, “Miscellaneous Rough Carpentry.”
2. Adhesives, Insulation, Cover Board: Division 07 Section 075419, “Polyvinyl Chloride (PVC) Roofing.”
3. Division 07 Section 079200, “Joint Sealants.”

The above list may not be all-inclusive and does not relieve the Contractor from its responsibility to provide manufacturer certification letters that are required under other Contract provisions. Furthermore, the Department may at any time require the Contractor to submit manufacturer certification letters proving that other materials do not contain asbestos.

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.

NOTICE TO CONTRACTOR – SALT REMOVAL

The Contractor is hereby advised that the salt will be removed from the inside of the salt sheds in Stafford, Union, and Vernon after April 1, 2020 which is the end of the 2019-2020 Winter Storm Season. The Contractor shall assume that the Department will empty one shed at a time and will need 5 weeks to do so. The Contractor shall bid the Project accordingly.

NOTICE TO CONTRACTOR – PRE-INSTALLATION MEETINGS

The Engineer will conduct a pre-installation meeting at the Project Site before each of the following construction activities:

1. Predemolition: Form 817 Article 1.20-1.08.03 – Prosecution of Work, subsection 5 – Selective Demolition.
2. Roofing: CSI Division 7 Section 075419, “Polyvinyl-Chloride (PVC) Roofing.”

The above list may not be all-inclusive and does not relieve the Contractor from its responsibility to provide pre-installation meetings that are required under other Contract provisions.

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.

Warranties: Submit in accordance with Form 817 Article 1.20-1.06.08. 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 061053," Miscellaneous Rough Carpentry"- Wood Shingles		X		
CSI Section 075419, "Polyvinyl Chloride (PVC) Roofing"	X			X

NOTICE TO CONTRACTOR - ARCHITECTURAL AND INDUSTRIAL MAINTENANCE COATINGS

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

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

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

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

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

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

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

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

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

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

The Contractor may add additional solvent to a coating only if such addition does not cause the coating to exceed the applicable VOC limit specified Table 1. The Contractor must adhere to type(s) of solvent and maximum amount of solvent recommended by coating manufacturer. VOC content of a thinned coating shall be the VOC content as listed by the manufacturer after thinning in accordance with its recommendation.

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

TABLE 1		
Coating Category	Phase I	Phase II
	manufactured prior to May 1, 2018 VOC content limit (g/L)	manufactured on or after May 1, 2018 VOC content limit (g/L)
Multi-color coating	250	250
Nonflat coating	150	100
Nonflat high gloss coating²	250	150
Nuclear coating	450	450
Pre-treatment wash primer	420	420
Primer, sealer and undercoater	200	100
Quick-dry enamel	250	--- ¹
Quick-dry primer, sealer and undercoater	200	--- ¹
Reactive penetrating carbonate stone sealer²	--- ¹	500
Reactive penetrating sealer²	--- ¹	350
Recycled coating	250	250
Roof coating	250	250
Rust preventive coating²	400	250
Shellac Clear	730	730
Shellac Opaque	550	550
Specialty primer, sealer and undercoater²	350	100
Stain	250	250
Stone consolidant²	--- ¹	450
Swimming pool coating	340	340
Thermoplastic rubber coating and mastic	550	550
Traffic marking coating	150	100
Traffic marking coating	150	100
Tub and tile refinish	--- ¹	420
Waterproofing membrane	--- ¹	250
Waterproofing sealer	250	--- ¹
Wood coating²	--- ¹	275
Wood preservative	350	350
Zinc-rich primer²	--- ¹	340

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

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

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

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

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

-END-

NOTICE TO CONTRACTOR - 1.05 CONTROL OF THE WORK

1.05.03 - CONFORMITY WITH PLANS AND SPECIFICATIONS (INCLUDING QUALITY CONTROL)

The Contractor is hereby notified that a Quality Management Plan will be required for this Project in conformance with Standard Specifications (Supplemented July 2017) Article 1.05.03 – “Conformity with Plans and Specifications (including Quality Control).”

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 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

- 1. Material Documentation**
- 2. Transportation of Mixture**
- 3. Paving Equipment**
- 4. Test Section**
- 5. Transitions for Roadway Surface**
- 6. Spreading and Finishing of Mixture**
- 7. Longitudinal Joint Construction Methods**
- 8. Contractor Quality Control (QC) Requirements**
- 9. Temperature and Seasonal Requirements**
- 10. Field Density**
- 11. Acceptance Sampling and Testing**
- 12. Density Dispute Resolution Process**
- 13. Corrective Work Procedure**
- 14. Protection of the Work**
- 15. Cut Bituminous Concrete Pavement**

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 a uniform textured, non-segregated, smooth bituminous concrete pavement to the grade and cross section shown on the plans.

The following terms 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 which are:

PWL density lots = When the project total estimated quantity per mixture is larger than 3,500 tons

Simple Average density lots = When the project total estimated quantity per mixture is 3,500 tons or less

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 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 CTDOT 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 meet the requirements of Section M.04.

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

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

4.06.03—Construction Methods

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

- a. State of Connecticut printed on ticket.
- b. Name of Producer, identification of Plant, and specific storage silo if used.
- c. Date and time.
- d. Mixture Designation, mix type and level. Curb mixtures for machine-placed curbing must state "curb mix only."

- e. If WMA Technology is used, “-W” must be listed following the mixture designation.
- 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 of 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 and project 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 1 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 material 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%, 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 strictly 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 clear of areas paved or to be paved. Before any such equipment and tools are cleaned, they shall be moved 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 (minimum length 20 feet).

Rollers: All rollers shall be self-propelled and designed for compaction of bituminous concrete. Roller 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. 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 psi 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 are 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 minimum output of 50,000 lumens and emit light equally in all directions.

Material Transfer Vehicle (MTV): A MTV shall be used when placing bituminous concrete surface course (a lift or multiple lifts) as indicated in the Contract except as noted on the plans or as directed by the Engineer. In addition, continuous paving lengths of less than 500 feet may not require the use of a MTV as determined by the Engineer.

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:

1. The make and model of the MTV.
2. The individual axle weights and axle spacing for each piece of paving equipment (haul vehicle, MTV and paver).
3. 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 meet 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 ends shall meet the following length requirements:

Posted Speed Limit	Permanent Transition Length Required
> 35 mph	30 feet per inch of elevation change
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: Defined as a transition that does not remain a permanent part of the work.

All temporary transitions shall meet the following length requirements:

Posted Speed Limit	Temporary Transition Length Required
> 50 mph	Leading Transition: 15 feet per inch of vertical change (thickness) Trailing Transition: 6 feet per inch of vertical change (thickness)
40, 45 or 50 mph	Leading and Trailing: 4 feet per inch of vertical change (thickness)
35 mph or less	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 meet 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.

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 gal./s.y. for a non-milled surface and an application rate of 0.05 to 0.07 gal./s.y. 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 gal /s.y. The Engineer must approve the equipment and the method of measurement prior to use. The material for tack coat shall be heated to 160°F ± 10°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 upper and lower surfaces 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 mixture temperature will be verified by means of a probe or infrared type of thermometer. The placement temperature range shall be listed in the quality control plan (QCP) for placement and meet the requirements of Table M.04.03-4. Any HMA material that falls outside the specified temperature range as measured by a probe thermometer may be rejected.

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

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

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

TABLE 4.06-3: Thickness Tolerances

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

Where the thickness of the lift of mixture is less than that shown on the plans beyond the

tolerances shown in Table 4.06-3, the Contractor, with the approval of the Engineer, shall take corrective action in accordance with this Section.

- 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 Article 4.06.04.
- c) Delivered Weight of Mixture: When the delivery ticket shows that the truck 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 4.06.04 and eliminate all roller marks without displacement, shoving cracking, or aggregate breakage.

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

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

If the Engineer determines that the use of compaction equipment in the dynamic mode may damage highway components, utilities or adjacent property, the Contractor shall provide alternate compaction equipment.

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 1/4 inch from a Contractor-supplied 10 foot straightedge. For all other lifts of bituminous concrete, the tolerance shall be 3/8 inch. Such tolerance will apply to all paved areas.

Any surface that 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 1 1/2 inches to 3 inches. S1.0 mixtures shall be excluded from using Method I. Method II - Butt Joint (see Figure 4.06-2) shall be used for lifts less than 1 1/2 inches or greater than 3 inches. Each longitudinal joint shall maintain a consistent offset from the centerline of the roadway along its entire length. The difference in elevation between the two faces of any completed longitudinal joint shall not exceed 1/4 inch at any location.

Method I - 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 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

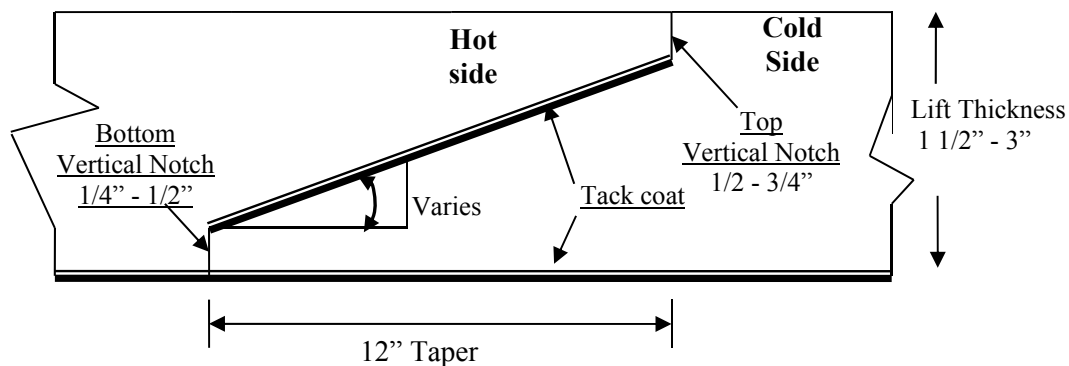
the Engineer.

The taper portion of the wedge joint shall be evenly compacted using equipment other than the paver or notch wedge joint device. The compaction device shall be the same width as the taper and not reduce the angle of the wedge or ravel the top notch of the joint during compaction.

When placed on paved surfaces, the area below the sloped section of the joint shall be treated with tack coat. The top surface of the sloped section of the joint shall be treated with tack coat prior to placing the completing pass.

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

Figure 4.06-1: Notched Wedge Joint (Not to Scale)



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

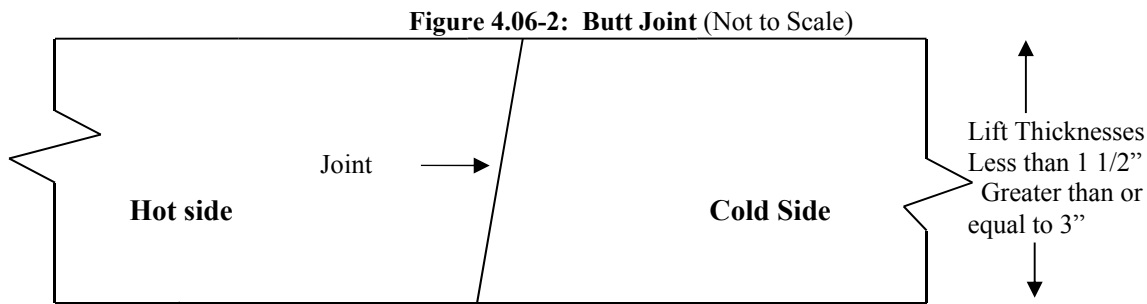
The Engineer reserves the right to define the paving limits when using a wedge joint that will be exposed to traffic.

If Method I cannot be used on those lifts which are 1 ½ inches to 3 inches, Method III may be substituted according to the requirements below for “Method III - Butt Joint with Hot Poured Rubberized Asphalt Treatment.”

Method II - Butt Joint:

When adjoining passes are placed, the Contractor shall use the end gate to create 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). During placement of multiple lifts, the longitudinal joint shall be constructed in such a manner that it is located at least 6 inch from the joint in the lift immediately below. The joint in the final lift shall be at the centerline or at lane lines. The end gate on the paver should be set so there is an overlap onto the cold side of the joint.

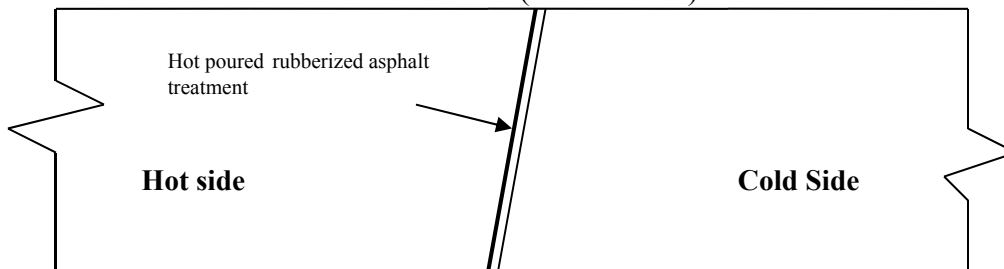
The Contractor shall not allow any butt joint to be incomplete at the end of a work shift unless otherwise allowed by the Engineer. When using this method, the Contractor is not allowed to leave a vertical edge exposed at the end of a work shift and must complete paving of the roadway full width “curb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



Method III - Butt Joint with Hot Poured Rubberized Asphalt Treatment:

If Method I 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 use Method III as a substitution in those locations. There shall be no additional measurement or payment made when Method III is substituted for Method I. 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
(Not to Scale)



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 D6690, 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 (QCP) and must 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 3 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 4.06.03-9 “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.

The QCPs shall also include the name and qualifications of any outside testing laboratory performing any QC functions on behalf of the Contractor. The QC Technician performing in-place density testing shall be NETTCP certified as a paving inspector.

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 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 bituminous concrete 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 1 mat core and 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’s 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 Subarticle 4.06.03-10.

9. Temperature and Seasonal Requirements: Paving, including placement of temporary pavements, shall be divided into 2 seasons, “In-Season” and “Extended-Season.” In-Season paving occurs from May 1 to October 14, and Extended Season paving occurs from October 15 to April 30. The following requirements shall apply unless otherwise authorized or directed by the Engineer:

- Mixtures shall not be placed when the air or subbase 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. Field Density The Contractor shall obtain cores for the determination of mat and longitudinal joint density of bituminous concrete pavements. Within five calendar days of placement, mat and joint cores shall be extracted on each lift with a specified thickness of 1 1/2 inches or more. Joint cores shall not be extracted on HMA S1.0 lifts.

The Contractor shall extract cores from random locations determined by the Engineer in accordance with ASTM D3665. Four (4) or six (6) inch diameter cores shall be extracted for S0.25, S0.375 and S0.5 mixtures; 6 inch diameter cores shall be required for S1.0 mixtures. The Contractor shall coordinate with the Engineer to witness the extraction, labeling of cores, and filling of the core holes.

Each lift will be separated into lots as follows:

- a. Simple Average Density Lots: For total estimated quantities below 2,000 tons, the lift will be evaluated in one lot which will include the total paved tonnage of the lift and all longitudinal joints between the curb lines.
For total estimated quantities between 2,000 and 3,500 tons, the lift will be evaluated in two lots in which each lot will include approximately half of the total tonnage placed for the full paving width of a lift including all longitudinal joints between the curb lines.
- b. PWL Density Lots: Mat density lots will include each 3,500 tons of mixture placed within 30 calendar days. Joint density lots will include 14,000 linear feet of constructed joints. Bridge density lots will always be analyzed using simple average lot methodology.
- c. Partial Density Lot (For PWL only): A mat density lot with less than 3,500 tons or a joint density lot with less than 14,000 linear feet due to:
 - completion of the course; or
 - a lot spanning 30 calendar days.

Prior to paving, the type and number of lot(s) will be determined by the Engineer.

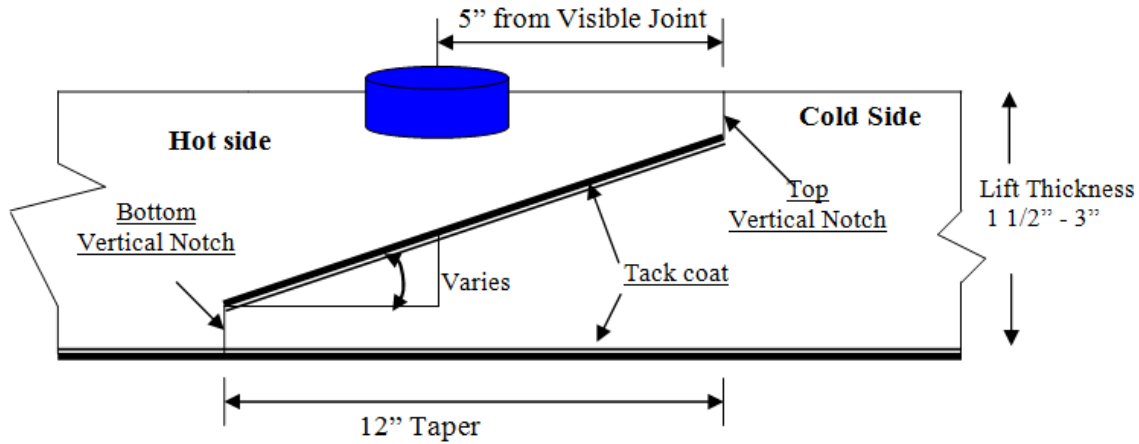
Noncontiguous areas such as highway ramps may be combined to create one lot.

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 shall 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 1 foot from the edge of a paver pass. If a random number locates a core less than 1 foot from any edge, the location will be adjusted by the Engineer so that the outer edge of the core is 1 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 4.06-4).

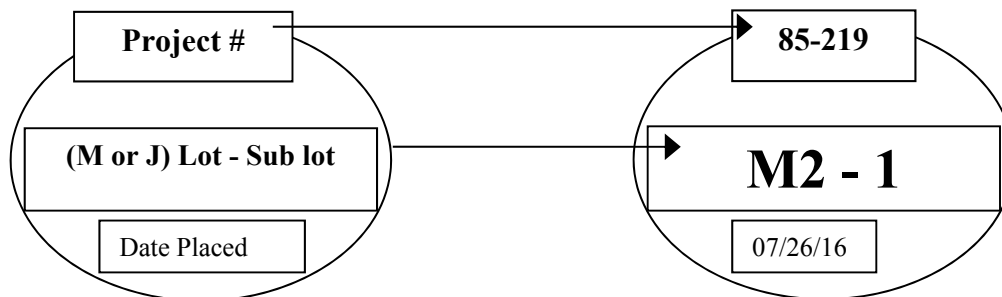
Figure 4.06-4: Notched Wedge Joint Cores (Not to Scale)



When Method II or Method III Butt Joint is used, 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. For example, a mat core from the first lot and the first sub-lot shall be labeled with "M1 - 1." A mat core from the second lot and first sub-lot shall be labeled "M2-1" (see Figure 4.06-5). 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 security seals at the removable hinges(s) and at the lid opening(s). The security seals' identification number must be documented on the MAT-109. All sealed containers shall be delivered to the Department's Central Lab within two working days from time of extraction. Central Lab personnel will break the security seal and take possession of the cores.

Figure 4.06-5: Labeling of Cores



Each core hole shall be filled within 4 hours upon core extraction. Prior to being filled, the hole shall be prepared by removing any free water and applying tack coat using a brush or other

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

Simple Average Density Lots:

A standard simple average density lot is the quantity of material placed within the defined area excluding any bridge decks.

A combo simple average density lot is the quantity of material placed within the defined area including bridge decks less than or equal to 500 feet long.

A bridge simple average density lot is the quantity of material placed on a bridge deck longer than 500 feet.

The number of cores per lot shall be determined in accordance with Table 4.06-4. If a randomly selected mat or joint core location is on a bridge deck, the core is to be obtained on the bridge deck in addition to the core(s) required on the bridge deck.

The number of cores per lot shall be determined in accordance with Table 4.06-5. Multiple bridge decks can be combined into one lot if the paving and underlying conditions are comparable. If multiple bridge decks are combined into a single bridge lot, at least one mat and joint core shall be obtained on each bridge.

The longitudinal locations of mat cores within a standard, combo, or bridge lot containing multiple paving passes will be determined using the combined length of the paving passes within the lot.

TABLE 4.06-4: Number of Cores per Lot (Simple Average)

Lot Type	No. of Mat Cores		No. of Joint Cores	
Standard Lot < 500 Tons	3		3	
Standard Lot ≥ 500 Tons	4		4	
Combo Lot < 500 Tons	2 plus	1 per bridge (≤ 300')	2 plus	1 per bridge (≤ 300')
Combo Lot ≥ 500 Tons ⁽¹⁾	4 plus	2 per bridge (301' – 500')	4 plus	2 per bridge (301' – 500')

TABLE 4.06-5: Number of Core per Bridge Density Lot (Simple Average)

Length of Bridge(s) (Feet)	Minimum No. of Mat Cores	Minimum No. of Joint Cores
< 500	2	2
501 – 1,500	3	3
1,501 – 2,500	4	4
2,501 and greater	5	5

PWL Density Lots:

A PWL mat density lot is 3,500 tons of material placed within the defined area excluding any bridges. One mat core will be obtained per every 500 tons placed.

A PWL joint density lot is 14,000 linear feet of longitudinal joint excluding any joints on bridge decks. One joint core will be obtained per every 2,000 linear feet of joint.

Bridge density lots will always be analyzed as using the simple average lot methodology. The number of cores per lot shall be determined in accordance with Table 4.06-5. Multiple bridge decks can be combined into one lot if the paving and underlying conditions are comparable. If multiple bridge decks are combined into a single bridge lot, at least one mat and joint core shall be obtained on each bridge.

11. Acceptance Sampling and Testing: Sampling shall be performed in accordance with ASTM D3665 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 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's 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 five calendar days of the notification of the test results. No request for dispute resolution will be allowed unless the Contractor provides quality control results from samples taken prior to and after finish rolling, and within the timeframe described in 4.06.03-8 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 core or set of core samples per disputed lot. The core samples must be extracted no later than seven calendar days from the date of the Engineer's authorization. All such core samples shall be extracted and the core hole filled using the procedure outlined in 4.06.03-10.

a) **Simple Average Lots:** The Contractor may only dispute any simple average lot that is adjusted at or below 95 percent payment. 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. The dispute resolution results shall be combined with the original results and averaged for determining the final in-place density value.

b) **PWL Lots:** The Contractor may dispute any PWL subplot when the PWL falls below 50%

calculated in accordance with section 4.06.04.2.b. An additional random core in the subplot may be taken to validate the accuracy of the core in question. The Department will verify the additional core test result and may average the original test result with the additional core result for purpose of calculating adjustments.

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 completion.

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 bituminous concrete 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*: Bituminous concrete will be measured for payment as the amount of material in tons placed as determined by the net weight on the delivered tickets and adjusted by area, thickness and weight as follows:

Quantity Adjustments: Adjustments may be applied to the placed bituminous concrete quantities that will be measured for payment using the following formulas:

Yield Factor for Adjustment Calculation = 0.0575 tons/SY/inch

Actual Area (SY) = [(Measured Length (ft)) x (Avg. of width measurements (ft))] ÷ 9 s.f./SY

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 (inch) of the lift being placed.

Quantity 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:

$$\text{Quantity Adjusted for Thickness (T}_T\text{)} = A \times t_{adj} \times 0.0575 = (-) \text{ tons}$$

Where: A = Area = $\{[L \times (\text{Design width} + \text{tolerance (lift thickness)/12})] / 9\}$
 t_{adj} = Adjusted thickness = $[(Dt + \text{tolerance}) - \text{Actual thickness}]$
 Dt = Designed thickness (inches)

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

$$\text{Quantity Adjusted for Weight (T}_W\text{)} = \text{GVW} - \text{DGW} = (-) \text{ tons}$$

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

2. Bituminous Concrete Adjustment Cost:

- a) Production Lot Adjustment: An adjustment may be applied to each production lot as follows:
- i. Non-PWL Production Lot (less than 3,500 tons):
 The adjustment values in Tables 4.06-6 and 4.06-7 will 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 as follows:

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

Where: AdjAV_t: Percent adjustment for air voids
 AdjPB_t: Percent adjustment for asphalt binder
 Tons: Weight of material (tons) in the lot adjusted by 4.06.4-1

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

Where: AdjAV_t = Total percent air void adjustment value for the lot
 AdjAV_i = Adjustment value from Table 4.06-6 resulting from each sub lot or the average of the adjustment values resulting from multiple tests within a sub lot, as approved by the Engineer.
 n = number of sub lots based on Table M.04.03-2

TABLE 4.06-6: Adjustment Values for Air Voids

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

Percent Adjustment for Asphalt Binder = AdjPB_t = [(AdjPB₁ + AdjPB₂ + AdjPB_i + ... + AdjPB_n)] / n

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

AdjPB_i = Adjustment value from Table 4.06-7 resulting from each sub lot

n = number of binder tests in a production lot

TABLE 4.06-7: Adjustment Values for Binder Content

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

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

For each lot, the adjustment values will be calculated using PWL methodology based on AV, VMA, and PB test results. The results will be considered as being normally distributed and all applicable equations in AASHTO R 9 and AASHTO R 42 Appendix X4 will apply.

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

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

For PWL between 50 and 90%: Adj(AV_t or PB_t or VMA_t) = (55 + 0.5 PWL) - 100

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

Where: AdjAV_t = Total percent AV adjustment value for the lot

AdjPB_t = Total percent PB adjustment value for the lot

AdjVMA_t = Total percent VMA adjustment value for the lot

A lot with PWL less than 50% in any of the 3 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

Where Tons: Weight of material (tons) in the lot adjusted by 4.06.4-1

iii. Partial Lots:

Lots with less than 4 sub lots 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.a)i.

Lots with 4 or more sub lots will be calculated as indicated in 4.06.04-2.a)ii.

Production Lot Adjustment: $T_{SD} \times \text{Unit Price} = \text{Est. (Pi)}$

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

Est. (Pi)= Pay Unit in dollars representing incentive or disincentive per lot

b) Density Lot Adjustment: An adjustment may be applied to each density lot as follows:

i. Simple Average Density Lot (less than 3500 tons) and Bridge Lots:

The final lot quantity shall be the difference between the total payable tons for the Project and the sum of the previous lots. If either the Mat or Joint adjustment value is “remove and replace,” the density lot shall be removed and replaced (curb to curb).

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

Tons Adjusted for Density (T_D) = $[\{(P_{AM} \times 0.50) + (P_{AJ} \times 0.50)\} / 100] \times \text{Tons}$

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

P_{AM} = Mat density percent adjustment from Table 4.06-8

P_{AJ} = Joint density percent adjustment from Table 4.06-9

Tons: Weight of material (tons) in the lot adjusted by 4.06.4-1

TABLE 4.06-8: 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)

Notes:

⁽¹⁾ ACRPD = Average Core Result Percent Density

⁽²⁾ All Percent Adjustments to be rounded to the second decimal place; for example round 1.667 to 1.67.

TABLE 4.06-9: Adjustment Values for Pavement Joint Density

Average Core Result	Percent Adjustment (Bridge and Non-Bridge) ⁽¹⁾⁽²⁾
Percent Joint Density	
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)

Notes:

⁽¹⁾ ACRPD = Average Core Result Percent Density

⁽²⁾ All Percent Adjustments to be rounded to the second decimal place; for example round 1.667 to 1.67

Additionally, any subplot with a density result below 87% will be evaluated under 1.06.04.

ii. PWL Density Lot (3,500 tons or more):

For each lot, the adjustment values will be calculated using PWL methodology based on mat and joint density test results. Only one result will be included for each subplot. The results will be considered as being normally distributed and all applicable equations in AASHTO R 9 and AASHTO R 42 Appendix X4 will apply.

The specification limits for the PWL determination are as follows:

Mat Density: 91.5-98%

Joint Density: 90-98%

For mat and joint density, the individual percent adjustment (PA) will be calculated as follows:

For PWL between 50 and 90%: $PA_{(M \text{ or } J)} = 0.25 * PWL - 22.50$

For PWL at and above 90%: $PA_{(M \text{ or } J)} = 0.125 * PWL - 11.25$

Where: PA_M = Total percent mat density adjustment value for the PWL mat density lot

PA_J = Total percent joint density adjustment value for the PWL joint density lot

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.

A lot with PWL less than 50% will be evaluated under 1.06.04.

The total adjustment for each PWL mat density lot will be computed as follows:

Tons Adjusted for Mat Density (T_{MD}) = $(PA_M / 100) \times \text{Tons}$

Where: Tons= Weight of material (tons) in the lot adjusted by 4.06.4-1.

The total adjustment for each PWL joint density lot will be computed as follows:

Tons Adjusted for Joint Density (T_{JD}) = (PA_J / 100) X J_Tons

Tons Adjusted for Joint Density will be calculated at the end of each project or project phase.

Where: J_Tons = Tons in project or phase adjusted by 4.06.4 – 1 x $\frac{\text{Lot joint length}}{\text{Joint length in project or phase}}$

All bridge density lot adjustments will be evaluated in accordance with 4.06.04-2.b)i.

Additionally, any subplot with a density result below 87% will be evaluated under 1.06.04.

iii. Partial Lots:

Lots with less than 4 sub lots will be combined with the prior lot. If there is no prior lot with equivalent material and placement conditions or if the last test result of the prior lot is over 30 calendar days old, the mat and joint individual adjustments will be calculated in accordance to Tables 4.06-8 and 4.06-9. T_{MD} and T_{JD} will be calculated as indicated in 4.06.04-2.b)i.

Lots with 4 or more sub lots will be calculated as indicated in 4.06.04-2.b)ii.

Density Lot Adjustment (Simple Average Lots): T_D x Unit Price = Est. (Di)

Density Lot Adjustment (PWL Lots): (T_{MD} or T_{JD}) x Unit Price = Est. (DMi or DJi)

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

Est. (Di)= Pay Unit in dollars representing incentive or disincentive per simple average density lot

Est. (DMi)= Pay Unit in dollars representing incentive or disincentive per PWL mat lot

Est. (DJi)= Pay Unit in dollars representing incentive or disincentive per PWL joint lot

Additionally, any subplot with a density result below 87% will be evaluated under 1.06.04.

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

The quantity of material used for the installation of temporary transitions will 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 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 4.06.03.

- a. Container Method – Material furnished in a container will be measured to the nearest 1/2 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 1/2 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:

Tack Coat (gallons at 60°F) = Measured Weight (pounds) / Weight per gallon at 60°F

Tack Coat (gallons at 60°F) = 0.996 x Measured Weight (pounds) / Weight per gallon at 77°F

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

Tack Coat (gallons at 60°F) = 0.976 x Measured Volume (gallons).

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: This adjustment will be calculated using the formulas shown below if all of the measured adjustments in 4.06.04-2 are not equal to zero. A positive or negative adjustment will be applied to monies due the Contractor.

Production Lot: $\Sigma \text{ Est (Pi)} = \text{Est. (P)}$

Density Lot (Simple Average Lots): $\Sigma \text{ Est (Di)} = \text{Est. (D)}$

Density Lot (PWL): $\Sigma \text{ Est (DMi)} + \Sigma \text{ (DJi)} = \text{Est. (D)}$

Bituminous Concrete Adjustment Cost= Est. (P) + Est. (D)

Where: Est. ()= Pay Unit in dollars representing incentive or disincentive in each production or density lot calculated in 4.06.04-2

The Bituminous Concrete Adjustment Cost item, if included in the bid proposal or estimate, is not to be altered in any manner by the Bidder. If the Bidder should alter the amount shown, the altered figure will be disregarded and the original estimated cost will be used for the Contract.

3. Transitions for Roadway Surface: The installation of permanent transitions will be paid under the appropriate item used in the formation of the transition. The quantity of material used for the installation of temporary transitions will 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 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 "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

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 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.04.03-5.

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 M.01.

2. Fine Aggregate: All fine aggregate shall meet the requirements listed in M.01.

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

4. Performance Graded (PG) Asphalt Binder:

(a) General:

- i. PG asphalt binder shall be uniformly mixed and blended and be free of contaminants such as fuel oils and other solvents. Binder shall be properly heated and stored to prevent damage or separation.
- ii. The binder shall meet the requirements of AASHTO M 332 and shall be graded or verified in accordance with AASHTO R 29. The Contractor shall submit a Certified Test Report and bill of lading representing each delivery in accordance with AASHTO R 26(M). The Certified Test Report must also indicate the binder specific gravity at 77°F; rotational viscosity at 275°F and 329°F; and the mixing and compaction viscosity-temperature chart for each shipment.
- iii. The Contractor shall submit the name(s) of personnel responsible for receipt, inspection, and record keeping of PG binder. Contractor Plant personnel shall document specific storage tank(s) where binder will be transferred and stored until used and provide binder samples to the Engineer upon request. The person(s) shall assure that each shipment is accompanied by a statement certifying that the transport vehicle was inspected before loading was found acceptable for the material shipped and that the binder is free of contamination from any residual material, along with 2 copies of the bill of lading.
- iv. The blending or combining of PG binders in 1 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 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(M) or AASHTO M 208 as applicable.
- ii. The emulsified asphalts shall be free of contaminants such as fuel oils and other solvents.
- iii. The blending at mixing Plants of emulsified asphalts from different suppliers is prohibited.

(b) Basis of Approval:

- i. The request for approval of the source of supply shall list the location where the material is manufactured, the handling and storage methods, and certifications in accordance with AASHTO R 77. Only suppliers that have an approved "Quality Control Plan for Emulsified Asphalt" formatted in accordance with AASHTO R 77 and that 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 meet the requirements of AASHTO M-140. Materials

used for tack coat shall not be diluted and meet grade RS-1 or RS-1h. When ambient temperatures are 80°F and rising, grade SS-1 or SS-1h may be substituted if permitted by the Engineer.

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

6. Reclaimed Asphalt Pavement (RAP):

(a) General: RAP is a material obtained from the cold milling or removal and processing of bituminous concrete pavement. RAP material shall be crushed to 100% passing the 1/2 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 approval from 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 M.04.01-1 through M.04.01-3 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-lb. sample of the RAP to be incorporated into the recycled mixture.
 - 2. A 25-lb. 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 conforms to the following gradation:

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

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

8. Joint Seal Material: Joint seal material must meet the requirements of ASTM D6690 - Type 2. The Contractor shall submit a Material Certificate in accordance with 1.06.07 certifying that the joint seal material meets the requirements of this Section.

9. Recycled Asphalt Shingles (RAS): 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 Material Certificate to the Engineer stating that the RAS complies with all the applicable requirements in this Section.

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 storage 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 1 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)	
	<u>HMA</u>	<u>WMA/PMA</u>
Open Surge	4	Mfg Recommendations*
Unheated - Non-insulated	8	Mfg Recommendations*
Unheated - Insulated	18	Mfg Recommendations*
Heated - No inert gas	TBD by the Engineer	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 3 years after the completion of the Project.

For batch Plants, the Plant ticket shall be produced for each bath and maintained by the vendor for a period of 3 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 truck and batch plant printout 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 AASTO 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) Testing Laboratory: The Contractor shall maintain a laboratory to test bituminous concrete mixtures during production. The laboratory shall have a minimum of 300 s.f., 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 a high speed 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 the applicable tests in their entirety that are referenced in AASHTO R 35 and AASHTO M 323. The Contractor shall ensure that the Laboratory is adequately supplied at all times during the course of the Project with all necessary testing materials 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, and 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, 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.

The Contractor shall test the mixture for compliance with the submitted JMF and Table M.04.02-1. The maximum theoretical density (Gmm) will be determined by AASHTO T 209. If the mixture does not meet the requirements, the JMF shall be adjusted within the ranges shown in Table M.04.02-1 until an acceptable mixture is produced.

An accepted JMF from the previous operating season may be acceptable to the Engineer provided that there are no changes in the sources of supply for the coarse aggregate, fine aggregate, recycled material (if applicable) and the Plant operation had been consistently producing acceptable mixture.

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**

Mix	Curb Mix	Production Tolerances from JMF Target
Grade of PG Binder content %	PG 64S-22 6.5 - 9.0	0.4
Sieve Size		
No. 200	3.0 - 8.0 (b)	2.0
No. 50	10 - 30	4
No. 30	20 - 40	5
No. 8	40 - 70	6
No. 4	65 - 87	7
1/4 inch		
3/8 inch	95 - 100	8
1/2 inch	100	8
3/4 inch		8
1 inch		
2 inch		
Additionally, the fraction of material retained between any 2 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)	
Notes: (a) Compaction Parameter 50 gyrations (N _{des}) (b) The percent passing the No. 200 sieve shall not exceed the percentage of bituminous asphalt binder.		

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 to M.04.02-5. Each JMF and component samples must be submitted no less than 7 days prior to production and must be approved by the Engineer prior to use. All 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 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. A minimum of 45000 grams of laboratory or plant blended mixture and the

corresponding complete Form MAT-412s shall be submitted to the Division of Material Testing (DMT) for design TSR testing verification. The mixture submitted shall be representative of the corresponding mix design as determined by the Engineer.

- 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 (2) representative samples of RAP shall be obtained. Each sample shall be split, and 1 split sample shall be tested for binder content in accordance with AASHTO T 164 and the other in accordance with 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 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.
 - Superpave Mixtures with RAS shall meet AASHTO PP 78 design considerations.
- iii. Superpave Mixtures with CRCG: CRCG may be used solely in HMA S1 mixtures. One percent (1%) 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 in the JMF submittal:
 - i. Gradation, consensus properties and specific gravities of the aggregate, RAP or RAS.
 - ii. Average asphalt content of the RAP or RAS by AASHTO T 164.
 - iii. Source of RAP or RAS and percentage to be used.
 - iv. Warm mix Technology, manufacturer's recommended additive rate and tolerances, and manufacturer recommended mixing and compaction temperatures.
 - v. TSR test report and anti-strip manufacturer and recommended dosage rate if applicable.
 - vi. Mixing and compaction temperature ranges for the mix with and without the warm-mix technology incorporated.
 - vii. 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 (1) quart cans of PG binder, with corresponding Safety Data Sheet (SDS)
- 1 - 50 lbs. bag of RAP
- 2 - 50 lbs. bags 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 in Tables M.04.02-2, M.04.02-3 and M.04.02-4. A new JMF must be submitted to the Engineer for approval whenever a new component source is proposed.

Only 1 mix with 1 JMF will be approved for production at a time. Switching between approved JMF mixes with different component percentages or sources of supply is prohibited.

TABLE M.04.02-2: Superpave Master Range for Bituminous Concrete Mixture Design Criteria

	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	-	-
No. 4	72	90	-	72	-	-	-	-
No. 8	32	67	32	67	28	58	19	45
No. 16	-	-	-	-	-	-	-	-
No. 30	-	-	-	-	-	-	-	-
No. 50	-	-	-	-	-	-	-	-
No. 100	-	-	-	-	-	-	-	-
No. 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 / effective binder	0.6 - 1.2		0.6 - 1.2		0.6 - 1.2		0.6 - 1.2	
TSR	≥ 80%		≥ 80%		≥ 80%		≥ 80%	
T-283 Stripping	Minimal as determined by the Engineer							

(c) Mix Status: Each facility will have each type of bituminous concrete mixture rated based on the results of the previous year of production. Mix status will be provided to each bituminous concrete Producer 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 results with compliant VMA and the percentage of acceptance results with compliant air voids.

The final rating assigned will be the lower of the rating obtained with Criteria A or Criteria 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. it is a new JMF not previously submitted; or
7. the average of 10 consecutive acceptance results for VFA, Density to N_{ini} or dust to effective binder ratio does not meet the criteria in tables M.04.02-2 and M.04.02-4.

Bituminous concrete mixtures rated 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 specification requirements in Tables M.04.02-2 through M.04.02-4 are met and the binder content (Pb) meets the requirements in Table M.04.03-2 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

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 “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.04.02-3:
Superpave Consensus Properties Requirements for Combined Aggregate**

Traffic Level	Design ESALs (80kN) Millions	Coarse Aggregate Angularity ⁽¹⁾	Fine Aggregate Angularity AASHTO T 304, Method A Minimum %	Flat and Elongated Particles ⁽²⁾ ASTM D4791, Maximum %	Sand Equivalent AASHTO T 176, Minimum %
		ASTM D5821, 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

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 No. 4 sieve, determined at 5:1 ratio.

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

Traffic Level	Design ESALs (million)	Number of Gyration by Superpave Gyratory Compactor			Percent Density of Gmm from HMA/WMA Specimen			Voids Filled with Asphalt (VFA) Based on Nominal Mix Size - Inch			
		N _{ini}	N _{des}	N _{max}	N _{ini}	N _{des}	N _{max}	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	7	75	115	≤90.0	96.0	≤98.0	65-77	65-76	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	5.80
S0.25	2	5.70
S0.25	3	5.70
S0.375	1	5.70
S0.375	2	5.60
S0.375	3	5.60
S0.5	1	5.10
S0.5	2	5.00
S0.5	3	5.00
S1	1	4.60
S1	2	4.50
S1	3	4.50

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 No. 4 sieve
- percent passing No. 200 sieve
- binder content
- air voids
- Gmm
- Gse
- 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 and 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:

(a) General:

For those mixes with a total estimated project tonnage over 500 tons, a NETTCP HMA Paving Inspector certified Contractor representative shall obtain a field sample of the material placed at the project site in accordance with AASHTO T 168 using the procedure indicated in Section 5.2.3 or an alternate procedure approved by the Engineer. Sampling from the truck at the Plant in accordance with AASHTO T 168 using the procedure indicated in Section 5.2.2 will be allowed for those mixes with a total estimated project tonnage equal to or less than 500 tons. Regardless of sampling location, the sample shall be quartered by the Contractor in accordance with AASHTO R 47 and placed in an approved container. The container shall be sealed with a security tape provided by the Department and labelled to include the project number, date of paving, mix type, lot and subplot numbers and daily tonnage. The minimum weight of each quartered sample shall be 14000 grams. The Contractor shall transport one of the containers to the Departments Central Laboratory in Rocky Hill, retain one of the sealed containers for potential use in dispute resolution and test the remaining samples for acceptance in accordance with past practice.

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 QC and acceptance 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.

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

Should the Department be unable to validate the Contractor's acceptance test result(s) for a lot of material, the Engineer will use results from verification testing and re-calculate the pay adjustment for that lot. The Contractor may request to initiate the dispute resolution process in writing within 24 hours of receiving the adjustment and must include supporting documentation or test results to justify the request.

(b) Curb Mix Acceptance Sampling and Testing Procedures: Curb Mixes shall be tested by the Contractor at a frequency of 1 test per every 250 tons of cumulative production, regardless of the day of production.

When these mix designs are specified, the following acceptance procedures and AASHTO test methods shall be used:

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 Gyrotory Molds Compacted to N _{des}
6	AASHTO T 329	Moisture Content of Hot-Mix Asphalt (HMA) by Oven Method

Notes: ⁽¹⁾ One (1) set equals 2 each of 6-inch molds. Molds to be compacted to 50 gyrations.
⁽²⁾ Once per year or when requested by the Engineer.

- i. Determination of Off-Test Status:
 1. 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 for that mixture. 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.
 2. When multiple silos are located at 1 site, mixture supplied to 1 project is considered as coming from 1 source for the purpose of applying the “off test” status.
 3. The Engineer may cease supply from the Plant when test results from 3 consecutive samples are not within the JMF tolerances or the test results from 2 consecutive samples not within the control points indicated in Table M.04.02-1 regardless of production date.
 - ii. JMF Revisions
 1. 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.
 2. 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.
- (c) Superpave Mix Acceptance:
- i. Sampling and Testing Procedures

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

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

Production Sub Lot:

 - For Non-PWL: As defined in Table M.04.03-2
 - For PWL: 500 tons (The last sub lot may be less than 500 tons.)

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

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

The acceptance sample(s) location(s) shall be selected using stratified - random sampling in accordance with ASTM D3665 based on:

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

One (1) acceptance sample shall be obtained and tested per sub lot with quantities over 125 tons. The Engineer may direct that additional acceptance samples be obtained. For non-PWL lots, one (1) 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 125	0, Unless requested by the Engineer
126 to 500	1
501 to 1,000	2
1,001 to 1,500	3
1,500 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 2 tests)
9	AASHTO T 329	Moisture content of bituminous concrete

Notes: ⁽¹⁾ One (1) set equals 2 each of 6-inch molds. Molds to be compacted to N_{max} for PPTs and to N_{des} for production testing. The first sub lot of the year shall be compacted to N_{max}.

⁽²⁾ Average value of 1 set of 6-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 5 consecutive tests regardless of the production date (moving average), the Contractor shall immediately investigate, determine an assignable cause, and correct the issue. When 2 consecutive moving average differences are 0.3% or more and no assignable cause has been established, the Engineer may require a new ignition oven aggregate correction factor to be performed or to adjust the current factor by the average of the differences between the corrected binder content and production Plant ticket for the last 5 acceptance results.

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. A minimum of 45000 grams of plant blended mixture and the corresponding complete Form MAT-412s shall be submitted to the DMT for production TSR testing verification. The mixture submitted shall be representative of the corresponding mix design as determined by the Engineer. Additionally, the TSR test report and tested 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.

i. Determination of Off-Test Status:

1. Superpave mixes shall be considered “*off test*” when any control point sieve, binder content, VA, VMA, and 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.

2. Any time the bituminous concrete mixture is considered off-test:
 - A. 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 1 site, mixture supplied to 1 project is considered as coming from 1 source for the purpose of applying the “*off test*” determination.
 - B. 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 with 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.

ii. Cessation of Supply for Superpave Mixtures in Non-PWL Lots:

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

1. four (4) consecutive tests in any combination of VA, VMA or Gmm, regardless of date of production, or
2. two (2) consecutive tests in the control point sieves in 1 production shift.

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

iii. 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 or 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 or bin percentage deviates by more than 5% 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

	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 (%)	+/- Tolerance
1.5	-	-	-	-	-	-	100	-	
1.0	-	-	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
No. 4	72	90	-	72	-	-	-	-	
No. 8	32	67	32	67	28	58	19	45	
No. 16	-	-	-	-	-	-	-	-	
No. 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 ⁽³⁾
VMA (%)	16.5		16.0		15.0		13.0		1.0 ⁽⁴⁾
VA (%)	4.0		4.0		4.0		4.0		1.0 ⁽⁵⁾
Gmm	JMF value		JMF value		JMF value		JMF value		0.030
Mix Temp. – HMA ⁽⁶⁾	265-325°F ⁽¹⁾		265-325°F ⁽¹⁾		265-325°F ⁽¹⁾		265-325°F ⁽¹⁾		
Mix Temp. – PMA ⁽⁶⁾	285-335°F ⁽¹⁾		285-335°F ⁽¹⁾		285-335°F ⁽¹⁾		285-335°F ⁽¹⁾		
Prod. TSR	N/A		N/A		≥80%		N/A		
T-283 Stripping	N/A		N/A		Minimal TBD by the Engineer		N/A		

Notes: ⁽¹⁾ 300°F minimum after October 15.

⁽²⁾ JMF tolerances shall be defined as the limits for production compliance.

⁽³⁾ 0.4 for PWL lots

⁽⁴⁾ 1.3 for all PWL lots except S/P 0.25 mixes. 1.1 for S/P 0.25 Non-PWL lots. 1.4 for S/P 0.25 PWL lots

⁽⁵⁾ 1.2 for PWL lots

⁽⁶⁾ Also applies to placement

**Table M.04.03-5:
Modifications to Standard AASHTO and ASTM Test Specifications and Procedures**

AASHTO Standard Method of Test	
Reference	Modification
T 30	Section 7.2 through 7.4 Samples are not routinely washed for production testing
T 209	Section 7.2 The average of 2 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 manufacturer’s recommended compaction temperature prior to fabrication of the specimens.
AASHTO Standard Recommended Practices	
Reference	Modification
R 26	<p>All laboratory technician(s) responsible for testing PG binders shall be certified or Interim Qualified by NETTCP as a PG Asphalt Binder Lab Technician.</p> <p>All laboratories testing binders for the Department are required to be accredited by the AMRL.</p> <p>Sources interested in being approved to supply PG binders to the Department by use of an “in-line blending system” must record properties of blended material and additives used.</p> <p>Each source of supply of PG binder must indicate that the binders contain no additives used to modify or enhance their performance properties. Binders that are manufactured using additives, modifiers, extenders, etc., shall disclose the type of additive, percentage and any handling specifications or limitations required.</p> <p>All AASHTO M 320 references shall be replaced with AASHTO M 332.</p> <p>Once a month, 1 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 2 BBR tests at 2 different temperatures in accordance with AASHTO R 29.</p>

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

Description

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

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

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

Funding

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

Minorities and Women

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

Assigning Training Goals

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

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

The dollar thresholds for training assignments are as follows:

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

Training Classifications

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

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

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

Measurement and Payment

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

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

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

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

www.ct.gov/dot

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

**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 **13 (%)** 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.

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:

Table with 5 columns: 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. Includes a 'TOTALS' row at the bottom.

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

EXHIBIT III

CERTIFICATION
PAST CONSTRUCTION EXPERIENCE

Mar.01

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
Contractor/Small Contractor MBE person, firm, association or corporation)
_____ is a certified Small Contractor/Small
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 #0020765A - GUANO ABATEMENT

Description:

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

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

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

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

Materials:

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

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

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

Six (6) mil polyethylene disposable bags.

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

Cleaning detergents, both non-toxic and biodegradable.

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

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

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

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

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

Construction Methods:

(1) Pre-Abatement Submittals and Notices

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

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

- (b) No abatement shall commence until a copy of all required submittals have been received and found acceptable to the Engineer. Those employees added to the Contractor's original list will be allowed to perform work only upon submittal to, and receipt of, all required paperwork by the Engineer.

(2) Guano Abatement Provisions:

(a) General Requirements

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

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

Prior to beginning work, the Contractor shall perform a visual survey of each work area and review conditions at the site for safety reasons. In addition, the Contractor shall instruct all workers in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.

The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

(b) Worker Decontamination Enclosure System

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

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

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

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

(c) Containment of Interior Work Areas

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

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

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

Critical barriers consisting of a minimum of one (1) layer of six (6) mil polyethylene sheeting, secured at the edges with duct tape, shall be installed to seal off all windows, doorways, skylights, ducts, grilles, diffusers, vents, light fixtures, suspended ceiling tile systems and any other openings between the Regulated Work Areas and the surrounding uncontaminated areas, including the outside of the building. Complete isolation of the work area from adjacent areas using a minimum of one (1) layer of six (6) mil polyethylene sheeting to create an enclosure and seal with duct tape. HVAC systems within the work area cannot be operating.

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

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

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

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

(e) Personnel Protection

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

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

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

1. Negative Pressure Respirators equipped with N-95 filter cartridges
2. Disposable coveralls with a hood
3. Eye protection
4. Appropriate gloves

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

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

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

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

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

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

(f) Removal and Cleaning Methods

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

The following details the extent of each phase of operation designated for this project. Phase areas may be combined or divided at the direction of the Engineer. Proceed through the sequencing of the work phases under the direction of the Engineer.

Salt Sheds – Stafford, Union & Vernon, Connecticut

Using trained and appropriately protected staff, remove and dispose of any/all accumulations of guano, feathers, carcasses, nests, etc. as directed by the Engineer. Clean the areas where removal occurs using biodegradable/non-toxic detergent solutions and HEPA vacuuming. Regulated area(s) shall be established at the perimeter of the work area(s), and access shall be controlled by the Contractor. Utilize dust suppression methods such as misting (not soaking) materials prior to abatement. Poly drop cloths should be used as appropriate to protect objects in direct proximity to the work areas from contamination, and prevent the release of contamination/debris to outside areas. After cleaning the area(s) should be left dry and visibly free from contamination and debris. Utilize damp wiping and HEPA filtered vacuuming techniques for final area cleanup. A remote personnel

decontamination unit shall also be utilized. Waste generated from the cleaning process should be removed from the work space in sealed plastic bags to prevent dispersal of spores to non-affected building/work spaces and disposed of as general bulky C&D waste debris. Removal shall be undertaken in accordance with Industry Guidelines. Care should be exercised during guano removal/cleaning to not disturb or release any underlying lead paint which may be present. Contractor shall be responsible for the erection and safe maintenance of any and all necessary apparatus/equipment to gain access to the work areas and perform the required abatement.

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

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

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

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

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

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

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

(g) Quality Assurance/Verification

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

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

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

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

(h) Post Abatement Work Area Deregulation

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

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

The Contractor shall restore all work areas and auxiliary areas utilized during work to conditions equal to or better than original. Any damage caused during the performance of the work activity shall be repaired by the Contractor at no additional expense to the Engineer.

(i) Waste Disposal

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

(3) Project Closeout Data:

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

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

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

Method of Measurement:

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

Basis of Payment:

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

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

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

ITEM #0101143A – HANDLING AND DISPOSAL OF REGULATED ITEMS

Description:

The work shall be conducted at the Stafford, Union & Vernon Salt Sheds, Connecticut

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

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

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

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

Materials:

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

Construction Methods:

(1) Allowable Disposal/Recycling Facilities

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

ACV Enviro (aka Cycle Chem/Gen Chem Corp)
217 South First Street
Elizabeth, NJ 07206
Phone: (908) 354-0210 Fax: (908) 355-0562
RCRA hazardous waste, TSCA wastes

Advanced Disposal
(Managed by Interstate Waste Services)
7095 Glades Pike
Summerset, PA 15501
Phone: (814) 444-0113 Fax: (814) 444-0127
MSW, C&D debris, residual waste, sewage sludge,
incinerator ash, asbestos

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

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

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

Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
Phone: (732) 541-8909 Fax: (732) 541-8105
Street sweepings, asphalt & petroleum cont soils

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

Clean Earth of New Jersey, Inc. (aka CENJ)
115 Jacobus Ave,
0171-0429

South Kearny, NJ 07105
Phone: (973) 344-4004 Fax: (973) 344-8652
RCRA liquid and solid, asbestos

Clean Earth of Southeast Pennsylvania, Inc.
7 Steel Road,
Morrisville, PA 19067
Phone: (215) 428-1700 Fax: (215) 428-1704
Petroleum contaminated soil

Clean Harbors Environmental Services, Inc.
2247 South Hwy. 71,
Kimball, NE 69145
Phone: (308) 235-1012 Fax: (308) 235-4307
RCRA liquid, solid & sludge

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

Clean Harbors Environmental Services, Inc.
Spring Grove Facility
4897 Spring Grove Avenue
Cincinnati, OH 45232
Phone: (513) 681-6242 Fax: (513) 681-0869
RCRA aqueous organic and inorganic wastewaters,
RCRA hazardous wastes, PCB wastewater treatment

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

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

Clean Harbors of Connecticut, Inc.
51 Broderick Road,
Bristol, CT 06010
Phone: (860) 583-8917 Fax: (860) 583-1740
RCRA & CRW liquid

Clean Harbors of Woburn
(Murphy's Waste Oil Services, Inc.)
252 Salem Street,
Woburn, MA 01801

Phone: (781) 935-9066 Fax: (781) 935-8615
RCRA liquid: oil, oil/water mixtures; CRW oil filters,
oily soil & debris, F001/F002 contaminated soils,
antifreeze

Clinton Landfill
242 Church Street
Clinton, MA 01510
Phone: (978) 365-4110 Fax: (978) 365-4106
Comm-97 Soils

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

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

Dudley Reclamation Project
(W.L. French Excavating)
135 Vaughn Road
Shippensburg, PA 17257
620 Newville Road
Newburg, PA 17240
Phone: (717) 423-9953 Fax: (717) 423-9954
MSW, non-hazardous solid waste

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

Environmental Quality Company:
Wayne Disposal Facility
(aka EQ Michigan Disposal Waste Treatment Plant
and Wayne Disposal Inc. Site #2)

49350 North I-94 Service Drive
Belleville, MI 48111
Phone: (734) 697-2200 Fax: (734) 699-3499
RCRA & TSCA liquid and solid

Environmental Soil Management of New York,
LLC (ESMI of New York)
304 Towpath Road,
Fort Edward, NY 12828
Phone: (518) 747-5500 Fax: (518) 747-1181
Petroleum contaminated soil

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

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

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

Manchester Landfill
311 Olcott Street
Manchester, CT 06040
Phone: (860) 647-3248 Fax: (860) 647-3238
MSW, non-haz waste, cont soil, non-friable ACM

Northeast Lamp Recycling, Inc.
250 Main Street,
East Windsor, CT 06088
Phone: (860) 292-1992 Fax: (860) 292-1114

CRW solid waste, mercury containing devices & universal waste

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

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

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

Red Technologies Soil
232 Airline Avenue
Portland, CT 06980
Phone: (860) 342-1022 Fax: (860) 342-1042
Temp storage/transfer cont soil

Republic Services Conestoga Landfill
420 Quarry Road
Morgantown, PA 19543
Phone: (717) 246-4640 Fax: (480) 718-4337
MSW, C&D, residual waste, cont soil, asbestos

Soil Safe, Inc.
378 Route 130, Logan Township,
Bridgeport NJ 08085
Phone: (410) 872-3990 x1120
Fax: (410) 872-9082
Soil contaminated with petroleum or metals, some industrial waste solids

The Southbridge Recycling and Disposal Park
165 Barefoot Road
Southbridge, MA 01550
Phone: (508) 765-9723 Fax: (508) 765-6812

MSW, C&D, cont soil for cover

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

Stericycle (Republic Environmental Systems/aka Philip Services Corporation (PSC)
2869 Sandstone Dr.,
Hatfield PA 19440
Phone: (215) 822-8995 Fax: (215) 997-1293
RCRA & TSCA industrial solid & sludge, aqueous waste, contaminated soil, PCB waste, oil & petroleum waste, organic waste

Stericycle (Northland Environmental, LLC /PSC Environmental Systems)
275 Allens Ave.,
Providence RI 02905
Phone: (401) 781-6340 Fax: (401) 781-9710
RCRA hazardous waste

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

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

Tradebe Treatment & Recycling, Northeast, LLC
126 Gracey Aveue
Meriden, CT 06451
Phone: (203) 238-8114 Fax: (203) 238-6772
RCRA, CRW wastewater oil, haz waste fuels, haz & non-haz wastewater

Triumvirate (formerly EnviroSafe Corporation Northeast/Jones Environmental Services)
263 Howard Street,
Lowell, MA 01852

Phone: (978) 453-7772 Fax: (978) 453-7775
RCRA & TSCA liquid and solid
Tunnel Hill Reclamation
2500 Township Road, 205 Route 2
New Lexington, OH 43764
Phone: (914) 713-0203 Fax: (914) 713-0672
Municipal solid waste, non-hazardous waste,
contaminated soils

Tunnel Hill Reclamation
2500 Township Road 205 Route 2
New Lexington, OH 43764
8822 Tunnel Hill Road NE
New Lexington, OH 43764
Phone: (740) 342-1180 Fax: (914) 713-0672
MSW, non-hazardous waste, contaminated soil

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

US Ecology (EQ Detroit)
1923 Frederick Street
Detroit, MI 48211
Phone: (313) 347-1300 Fax: (313) 923-0217
RCRA hazardous and non-hazardous wastewater

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

Turnkey Landfill (Waste Management of NH)

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

(2) Submittals

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

1. Copy of Spill Contractor Permit registration issued by the CTDEEP.
2. Ozone depleting substance service technician certification (as applicable).
3. Hazard communication training for all employees performing this work.
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. Hazardous Material Transporter USDOT Certificate of Registration for each transporter.
6. Hazardous Waste Transporter Permit for the State of Connecticut, the destination state(s), and all other applicable states for each transporter.
7. Request for an EPA Hazardous Waste Generators ID number, for use in manifesting hazardous waste above conditionally exempt small quantities (as applicable).

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

(3) Regulated Item Management Provisions

(a) General Requirements

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

All labor, materials, tools, equipment, services, testing, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards and codes, and these specifications, shall be provided by the Contractor.

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

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

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

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

(b) Personnel Protection

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

The Contractor shall provide respiratory protection that meets the requirements of OSHA as required in 29 CFR 1910.134 and 29 CFR 1926.1000. A formal respiratory protection program,

including appropriate medical surveillance, must be implemented in accordance with OSHA standards. The Contractor shall, as necessary, conduct exposure assessment air sampling, analysis and reporting to ensure the workers are afforded appropriate respiratory protection.

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

(c) Regulated Item Management Work Procedures

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

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

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

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

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

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

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

The following hazardous/ regulated materials, wastes and items have been identified at the Stafford, Union and/or Vernon Salt Sheds, Connecticut.

- **Universal Waste (UW) – interior/exterior halogen light fixtures (mercury) and printed circuit boards associated with old mega doors (used electronics).**

See Table 6 within the Pre-Renovation Investigative Survey for Hazardous Building Materials for the Inventory of HAZMAT Regulated items.

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

(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 ConnDOT as the Generator for each load that is packed to leave the site.

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

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

(e) Project Closeout Documents:

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

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

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

Method of Measurement:

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

Basis of Payment:

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

Final payment will not be made until completed copies of all Manifest(s), Waste Shipment Records, Bills of Lading and/or Recycling Receipts have been provided to the Engineer. Once completed and facility-signed copies have been received in their entirety, the Engineer will make the final payment.

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

END OF SECTION

ITEM #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, Item No. 0177150A”, which price shall include all administrative and procedural requirements, material, equipment, labor, and work incidental thereto.

PAY ITEM

PAY UNIT

General Building Renovation

LS

ITEM #0603724A - STEEL BRACKETS

Description:

Under this item, the Contractor shall remove and replace deteriorated steel brackets for truss plate connections. The quantity and location of the truss plate connections that require replacement will be determined by the Designer during construction.

The Contractor shall submit Product Data for any material used in metal fabrications and installation of steel brackets. Submit Shop Drawings showing fabrication and installation details for steel brackets. Include plans, elevations, sections and details of metal fabrications and their connections. Show anchorage and accessory items. Provide templates for anchors and bolts specified for installation under other Sections.

For shoring system indicated to withstand a load of 20 kips per truss, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation. Certify that each welder has satisfied and passed AWS qualification test for welding process involved and, if pertinent, has undergone recertification. Verify actual locations contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings. Provide allowance for trimming and fitting at site.

Materials:

Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed work, provide materials without seam marks, roller marks, rolled trade names or blemishes. Materials shall comply with the following standard:

1. Steel Plates, Shapes and Bars: ASTM A 36.
2. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and where indicated, flat washers.
3. Plain Washers: Round, ASME B18.22.1
4. Lock Washers: Helical, spring type, ASME B18.21.1
5. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

Metal fabrication shall be hot-dip galvanized as indicated to comply with ASTM A 123 standard, for galvanizing steel and iron products and ASTM A 153, for galvanizing steel and iron hardware. Galvanizing repair paint shall be High zinc dust content paint for re-galvanizing welds in steel, complying with SSPC-Paint 20, refer to CSI paint specification. Galvanize miscellaneous framing and supports where indicated after fabrication. Fabricate units from steel shapes, plates and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill and tap units to receive hardware, hangers and similar items.

Provide exterior metal fabrications that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections and other detrimental effects.

Allow for thermal movement resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening up of joints, overstressing of components, failure of connections and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss. Temperature Change (Range): 120 deg F, ambient; 180 F, material surfaces.

Construction Methods:

Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installation. Deliver such items to Project Site in time for installation. Coordinate installation of steel weld plates and bolts for repair of truss steel brackets that are specified in this Section. Deliver such items to Project Site in time for installation. Form exposed work true to line and level with accurate angles and surfaces and straight edges.

Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural strength and integrity of joined pieces. Clearly mark units for reassembly and coordinated installation. Cut, drill and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work. Field weld corners and seams continuously to comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion-resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and the contour of welded surface matches that of adjacent surface.
5. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
6. Obtain fusion without undercut or overlap.
7. Remove welding flux immediately.
8. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Locate joints where least conspicuous. Fabricate seams and other

connections that will be exposed to weather in a manner to exclude water. Cut, reinforce, drill and tap metal fabrications as indicated to receive finish hardware, screws and similar items.

Perform cutting, drilling and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment and elevation; with edges and surfaces level, plumb, true and free of rack; and measured from established lines and levels. Provide temporary bracing or scaffolding shoring for the steel bracket installation or similar construction. Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

Method of Measurement:

This work will be measured for payment by the actual number of steel brackets installed.

Basis of Payment:

This work will be paid for at the Contract unit price each for “Steel Bracket” which price shall include all material, equipment, and labor incidental thereto.

Pay Item
Steel Brackets

Pay Unit
E.A.

ITEM #0701051A – TIMBER DECK

Description: Under this item, the Contractor shall remove and replace timber deck (plywood) that has been damaged by water infiltration. The limits of the plywood replacement will be determined at the Pre-Installation Meeting for the PVC roofing system by the PVC roofing system’s manufacturer representative, the roof installer, the Contractor, and the Engineer.

Materials:

Plywood Roof Sheathing: Exterior, Structural 1, 5/8” nominal thickness or match existing

Construction Methods:

Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.

Securely attach to substrate by fastening as indicated, complying with Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."

Use common wire nails, unless otherwise indicated. Make tight connections. Install fasteners without splitting wood.

Coordinate roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

Method of Measurement: This work will be measured for payment by the actual number of square feet of timber decking installed.

Basis of Payment: This work will be paid for at the Contract unit price square foot for “Timber Deck” which price shall include all material, equipment, and labor incidental thereto.

Pay Item
Timber Deck

Pay Unit
SF

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 <u>Computer Hardware and Software</u> . All supplies and maintenance shall be provided by the Contractor.
1	Wi-Fi Printer and supplies as specified below under Computer Related Hardware and Software.
1	8 Outlet Power Strip with Surge Protection

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, paper, maintenance, service 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.

<u>Pay Item</u>	<u>Pay Unit</u>
Construction Field Office Furnishings and Equipment	Month

**INDEX OF CSI-FORMATTED SPECIFICATION
AND
CORRESPONDING FORM 817 ITEM NUMBER
REHABILITATION OF SALT SHEDS IN THE TOWNS OF
STAFFORD, UNION & VERNON,
CONNECTICUT
STATE PROJECT NO. 0171-0429**

<u>Item #</u>	<u>CSI Sect.</u>	<u>Description of Item</u>
DIVISION 1 – GENERAL REQUIREMENTS		
0177150A	013233	PHOTOGRAPHIC DOCUMENTATION
DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES		
0177150A	061053	MISCELLANEOUS ROUGH CARPENTRY
DIVISION 7 - THERMAL AND MOISTURE PROTECTION		
0177150A	075419	POLYVINYL-CHLORIDE (PVC) ROOFING
0177150A	079200	JOINT SEALANTS
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0177150A	300000	FORM 817 SITE WORK
0177150A	302000	GENERAL SITE WORK
0177150A	304000	FENCING AND GATES

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final completion construction photographs.

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 zipped folder submittal package shall be uploaded into ProjectWise “01.0 – Projects-Active” under the subfolder “151_Project Photos” under the project number main folder. 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-Photo #xx-Date” (25 characters maximum)
 - e. Description: “Progress Photos #XX – Date”
 - 2. After uploading photographic documentation, 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”.
- B. Digital Photographs: Submit image files within 7 days of taking photographs.

1. Include copy of key plan with each photograph submittal of Project site and building with notation of vantage points marked for location and direction of each photograph. Include same information as corresponding photographic documentation.

1.4 QUALITY ASSURANCE:

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than 3 years.

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

1.6 CONSTRUCTION PHOTOGRAPHS:

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs for each Project site: Before commencement of Project Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by the Engineer.
 1. Flag construction limits before taking construction photographs.
 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
 3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
- D. Periodic Construction Photographs for each Project site: Take 20 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.

1. 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.
- E. Final Completion Construction Photographs for each Project site: Take 20 photographs after the date of Substantial Completion for submission as Project Record Documents. The Engineer will inform photographer of desired vantage points.
- F. Additional Photographs: The Engineer may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
1. Three days' notice will be given, where feasible.
 2. In emergency situations, take additional photographs within 24 hours of request.
 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY:

A. This Section includes the following:

1. Framing with dimension lumber.
2. Wood blocking, wood furring, and nailers.
3. Pressure Treated Plywood.
4. Synthetic Lumber Trim.
5. Cedar wall shingles.
6. Copper drip edge above shed entrance.

B. Related CSI Sections:

1. Division 09 Section 099113, "Exterior Painting" for stain applied to cedar wall shingles, louver blades and underside of soffit, and painting applied to wood trim.

1.2 DEFINITIONS:

A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. WCLIB: West Coast Lumber Inspection Bureau.
3. WWPA: Western Wood Products Association.

1.3 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 process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

C. Manufacturer Certification Letter in accordance with NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL:

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

- 1. Factory mark each piece of lumber with grade stamp of grading agency.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS:

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b or approved equal.

- 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

- B. Maximum Moisture Content: 19 percent.

- C. Application: Treat all plywood unless otherwise indicated.

2.3 MARINE GRADE LUMBER:

- A. Preservative Treatment by Pressure Process: AWPA UC5A.

- B. Application: Door Retrofit Base.

2.4 SHEATHING:

- A. Plywood Sheathing: Exterior sheathing.

2.5 WALL SHINGLES:

- A. Cedar Wall Shingles: Western Red.

- B. Application: Missing and damaged shingles at all sites.

2.6 DIMENSION LUMBER FRAMING:

- A. Maximum Moisture Content: 19 percent.
- B. Other Framing: Grade Number 1 and any of the following species:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. WCLIB: West Coast Lumber Inspection Bureau.
 - 3. WWPA: Western Wood Products Association.

2.7 UNDERLAYMENT:

- A. Felt Underlayment: Asphalt-saturated organic felt, unperforated, Type I, No. 15.

2.8 MISCELLANEOUS LUMBER:

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking
 - 2. Nailers
 - 3. Furring
- B. For items of dimension lumber size, provide Grade Number 1 lumber with 19 percent maximum moisture content and any of the following species:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. WCLIB: West Coast Lumber Inspection Bureau.
 - 3. WWPA: Western Wood Products Association.
- C. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- D. For furring strips used for installing plywood, select boards with no knots capable of producing bent-over nails and damage to sheeting.

2.9 FASTENERS AND CONNECTORS:

- A. General: Provide fasteners of size and type indicated that comply with requirements specified herein for material and manufacture.
 - 1. Where carpentry is exposed to weather or in an area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

- B. Nails: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

2.10 MISCELLANEOUS EXTERIOR TRIM:

- A. General: Provide miscellaneous exterior trim to match where directed by the Department personnel. Soffits, existing louvers, existing louver head, sill, trim, cedar shingles and interior personnel door retrofit. Trim at rakes shall be synthetic lumber, match existing size.

2.11 SYNTHETIC LUMBER TRIM:

- A. PVC trim and molding: Expanded rigid cellular PVC product. The product shall be produced from PVC resins, paintable, recycled PVC and shall be UV stable, high impact. Verify-in-field size of existing wood trim.
- B. Fasteners:
 1. Fasteners shall have sufficient tensile strength and resist bending during linear expansion and contraction. Exterior grade nails with a smooth, thin shank, blunt tip and full round head long enough to penetrate the trim into the existing plywood decking/sheathing.
 2. Material: Hot dip galvanized.

2.12 FLASHING:

- A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
 1. Stainless Steel: ASTM A 240/A 240M or ASTM A 666, Type 304, 0.016 inch thick.
 - a. Fabricate metal drip edges from stainless steel. Extend at least 3 inches vertically behind cedar shingles, and 1 inch minimum down face of synthetic trim, with bottommost edge flared out 30 degrees.
 2. Copper: 20 oz.
 - a. Fabricate drip edge from 20 oz copper for above shed entrance.

2.13 LOUVER (BIRD) SCREENS:

- A. General: Provide screen at interior and exterior side of existing and proposed louvers.
 - 1. Screening Type: ½” Mesh .022 Welded Stainless Wire, Dia. T316.
- B. Secure screen frames to louver frames with approved wood screws, spaced a maximum of 6 inches (150 mm) from each corner and at 12 inches (300 mm) o.c.
- C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.
 - 1. Wood: Same kind and form of wood as indicated for louver to which screens are attached. Reinforce wood screen frames at corners with clips.
 - 2. Finish: Mill

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL:

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Provide blocking and framing as indicated and as required to support facing materials, specialty items, roofing components, trim, and the snow retention system.
- D. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- F. Make tight connections between members. Install fasteners without splitting wood. Make nail heads flush with finished wood surfaces, unless countersinking is required.
- G. Install wood connector hardware at splices and joints using the proper nail size and total number of nails as specified in the manufacturer's specifications.

3.2 BLOCKING AND NAILER INSTALLATION:

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

3.3 WOOD FURRING INSTALLATION:

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

3.4 SYNTHETIC LUMBER TRIM:

- A. Install trim in accordance with manufactures installation instructions.
- B. Install trim in accordance with the best practice, with all joint members plumb and true.

3.5 PROTECTION:

- A. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Fully-Adhered polyvinyl-chloride (PVC) "Standing Seam" membrane roofing system.
2. Substrate/roof board.
3. Vapor retarder.
4. Snow guards/retention system.
5. Roof warranty sign.

B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.2 DEFINITIONS:

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.
- B. The PVC "Standing Seam" (Extrusion) membrane roofing system is known for its aesthetically appealing appearance which is essential in this application as the steep sloped roof is visible from the ground. This system shall have the appearance and characteristics (such as flatness) of a standing seam metal roof.

1.3 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.
- C. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:
 1. Flashings and membrane terminations.

2. Roof plan showing orientation of roof deck and orientation of membrane roofing with PVC Extrusion spacing.
3. Water shield and end cap terminations.
4. Salt shed detail drawing with fastening pattern per manufacturer recommended installation.

D. Samples for Verification: For the following products:

1. Sheet roofing, minimum 6-inch square physical sample in the required color.
2. PVC extrusion, minimum 6-inch long physical sample in the required color.
3. Substrate/ roof board.
4. PVC coated water shield profile with water shield end cap (1' long).
 - a. For Pre-Bid Submittal, submit a 3-inch square PVC coated metal physical sample in lieu of water shield profile.
5. Roof warranty sign, printed on 8.5" x 11" paper.

E. Manufacturer Certification Letter in accordance with NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS.

F. Qualification Data: For Installer and manufacturer.

G. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in Part 2.2, "Performance Requirements."

1. Submit evidence of compliance with performance requirements.

H. Product Test Reports: For components of roofing system, for tests performed by manufacturer and witnessed by a qualified testing agency.

I. Sample Written Warranties: For manufacturer's and installer's warranties as required.

J. Maintenance Data: For roofing system to include in the operation and maintenance manuals specified in Form 817 Article 1.20-1.08.14 subsection 2 and described in NOTICE TO CONTRACTOR – CLOSEOUT DOCUMENTS.

1.4 QUALITY ASSURANCE:

A. Manufacturer Qualifications: A qualified manufacturer that is FM Global approved for roofing system identical to that used for this Project.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.5 PREINSTALLATION MEETINGS:

- A. Before starting roof replacement, conduct a Preinstallation Meeting at the Project Site in compliance with the requirements of Form 817 Article 1.20-1.05.24 subsection 2.
 - 1. Meet with Owner, Designer, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review flashings, special roofing details, roof drainage (water shield), and condition of other construction that affects roofing system.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and repair procedures after roofing installation.

1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with roof board manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.7 FIELD CONDITIONS:

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.8 WARRANTY:

- A. Refer to Form 817 Article 1.20-1.06.08 and NOTICE TO CONTRACTOR – CLOSEOUT DOCUMENTS for additional information.
- B. Roofing Manufacturer's Warranty: Submit a written warranty without monetary limitation (no-dollar-limit), signed by the roofing system manufacturer agreeing to promptly repair leaks resulting from defects in factory materials or site workmanship. Warranty shall cover the entire roofing system and its performance and shall be an all-inclusive "edge-to-edge" warranty, including but not limited to performance of design wind speed included in Part 2.2. All roofing work performed under this Section shall be warranted by the roofing manufacturer for the following warranty period: 20 years from the issuance of the Certificate of Compliance.
- C. Special Project Warranty: All roofing work performed under this Section shall be warranted by the Contractor for the following warranty period: 2 years from the issuance of the Certificate of Compliance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Manufacturers: Subject to compliance with requirements, the PVC Membrane roofing and décor profile shall be "Lead Grey" as manufactured by Sika Sarnafil. "Or Equal" manufacturers will not be permitted.
- B. Source Limitations: Obtain components including fasteners for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS:

- A. General Performance: Installed roofing and flashings shall withstand specified wind speeds, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.

- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Roofing System Design:
 - 1. Basic Wind Speed: 120 mph (Ashford, Pomfret and Thompson).
- D. FM Global Listing: Roofing, flashings, and component materials shall comply with requirements in FM Global 4470, as applicable. Identify materials with FM Global markings.
 - 1. Fire/Windstorm Classification: Class 1A-90.
 - 2. Hail-Resistance Rating: MH.

2.3 PVC MEMBRANE ROOFING:

- A. PVC Sheet: ASTM D 4434/D 4434M, Type II, Grade I, glass-fiber reinforced, felt backed.
 - 1. Thickness: 80 mil, minimum.
 - 2. Exposed Face Color: Lead Grey.
- B. PVC Extrusion: Manufacturer's standard height, base, profile and length.
 - 1. Exposed Face Color: Lead Grey.
- C. Refer to Part 3.6C to ensure the proper quantity of PVC Sheet is ordered.

2.4 AUXILIARY ROOFING MATERIALS:

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet.
- C. Metal Fascia Edge/Water Shield: 24 gauge galvanized metal with heat-weldable 20 mil (0.5mm) PVC membrane bonded on one side. Color to match PVC membrane.
- D. Bonding Adhesive: Manufacturer's standard.
- E. Fasteners: Factory-coated steel fasteners and low-profile metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roofing to substrate, and acceptable to roofing system manufacturer.

- F. Miscellaneous Accessories: Provide sealers and other required accessories.

2.5 SUBSTRATE/ROOF BOARDS:

- A. Substrate/Roof Board: ASTM C 1177/C 1177M, gypsum hardboard with glass-mat facers and a pre-primed surface on one side.
 - 1. Basis of Design Product: Subject to compliance with requirements, provide Georgia-Pacific Densdeck Duraguard roof board, 4-ft high by 8-ft long. Smaller sheet size shall not be permitted.
 - 2. Thickness: 1/2" thick.
 - 3. Thickness shall vary based on manufacturer's written instructions to meet performance requirements in Part 2.2.
- B. Fasteners: Factory-coated steel fasteners and low-profile metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening substrate board to roof deck.

2.6 VAPOR RETARDER:

- A. Polyethylene Film: ASTM D 4397, 10 mils thick, minimum
 - 1. Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

2.7 SNOW-GUARDS/RETENTION SYSTEM:

- A. Snow Guards, General: Prefabricated, non-corrosive units designed to be installed to PVC sheet roofing, complete with manufacturer-specific anchoring system. Spacing to be determined by manufacturer recommendation.
 - 1. Basis of Design Product: Subject to compliance with requirements, provide two-pipe snow guard products manufactured by Alpine Snow Guard, or an approved equal.
 - 2. Brackets: 6000 Series Aluminum.
 - 3. Base Plate: 304 Stainless Steel.
 - 4. Tubing: 304 Stainless Steel.
 - 5. Coupling: 304 Stainless Steel.
 - 6. End Caps: 304 Stainless Steel.
 - 7. End Collars: 304 Stainless Steel.
 - 8. Ice Flags: 304 Stainless Steel.
 - 9. Fasteners: Provide fasteners to penetrate through the roofing assembly.

2.8 ROOF WARRANTY SIGN:

- A. Materials: Provide cast (not extruded or continuous cast) methyl methacrylate monomer plastic sheet, in sizes and thickness indicated, with a minimum flexural strength of 16,000 psi when tested according to ASTM D 790, with a minimum allowable continuous service temperature of 176 deg F and of the following general types:
 - 1. Engraved Copy: Engrave copy characters through the first background layer to expose the contrasting color of the inner core of the engraving stock.
 - a. Panel Size: 18"x20", long side horizontal.
 - b. Engraving Stock Thickness: 1/8-inch minimum.
 - c. Engraved Letter proportion: Letters and Numbers on signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10.
 - d. Engraved Letter Size: Characters shall be 5/8 inch high.
 - e. Background or first layer of engraving stock: Black
 - f. Inner core of engraving stock: White
 - g. Engraved letter style: Helvetica Medium with all upper case letters.
 - h. Mounting Methods: Mechanical.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
 - 1. Verify that the deck substrate is flat.
 - 2. Verify that wood blocking and nailers are securely anchored to roof deck.
 - 3. Verify that substrate is visibly dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION:

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

3.3 ROOFING INSTALLATION, GENERAL:

- A. Install roofing system according to roofing system manufacturer's written instructions.

- B. Refer to Part 1.2B. The Designer and the Engineer shall be the final arbiters of all matters related to Contractor's workmanship as it relates to aesthetic matters. Aesthetic concerns include, but are not limited to, the following: telegraphing of the low profile plates and roof board edges through the membrane, visible bubbles in the membrane, and PVC Extrusions not installed straight. If aesthetic concerns arise, the Engineer will suspend roofing work in accordance with Form 817 Article 1.08.06.
- C. Complete terminations and flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 SUBSTRATE/ROOF BOARD INSTALLATION:

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 - 1. Fasten substrate board to deck according to recommendations in FM Global Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification.
 - 2. Stagger the installation of the substrate board by ½ sheets over the existing plywood to ensure that the substrate board and plywood seams do not align.
 - 3. Embed the concave portion of the substrate board fastener plate into the substrate board to ensure flatness.
 - 4. Install additional fasteners at perimeter of each substrate board as required by misalignment of adjacent substrate boards.

3.5 VAPOR-RETARDER INSTALLATION:

- A. Polyethylene Film: Loosely lay polyethylene-film vapor retarder in a single layer over area to receive vapor retarder, side and end lapping each sheet a minimum of 2 inches (50 mm) and 6 inches (150 mm), respectively. Continuously seal side and end laps with tape.
- B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

3.6 FULLY-ADHERED MEMBRANE ROOFING INSTALLATION:

- A. Adhere roofing over area to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing and allow to relax before retaining.
 - 1. Install sheet according to ASTM D 5036.

- B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- C. PVC sheets shall be installed continuous with no end joints as shown on the plans.
- D. Accurately align roofing, and maintain uniform side and end laps of minimum dimensions required by manufacturer.
- E. Bonding Adhesive: Apply according to manufacturer's recommendations.
- F. In addition to adhering, mechanically fasten roofing securely at terminations and perimeter of roofing.
- G. Seams: Clean seam areas, overlap roofing, and hot-air weld side and end laps of roofing and sheet flashings according to manufacturer's written instructions, to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet.
 - 2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
 - 3. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- H. In the event of a puncture in the PVC membrane, the Contractor shall install a full-width PVC sheet between the PVC Extrusions continuous for the full length of the roof field.

3.7 FLASHING INSTALLATION:

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings.

3.8 PVC EXTRUSION INSTALLATION:

- A. Install PVC Extrusions according to roofing system manufacturer's written instructions unless otherwise noted.
- B. Installation of the PVC Extrusions shall begin at the water shield with full-length strips. This ensures that partial strips, if any, are installed higher on the roof.
- C. The PVC Extrusion is installed for aesthetics. Ensure that the PVC Extrusion is installed straight.

3.9 FIELD QUALITY CONTROL:

- A. In-Process Roof Inspections: Arrange for roofing system manufacturer's technical personnel to inspect roofing system while installation is ongoing. Notify Engineer 7 calendar days in advance of date and time of inspections.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion. Notify Engineer 7 calendar days in advance of date and time of inspection.
- C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.10 PROTECTING AND CLEANING:

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to the Engineer.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of the issuance of the Certificate of Compliance and according to requirements.
- C. Clean overspray and spillage using cleaning agents and procedures recommended by manufacturer of affected construction.

3.11 INSTALLATION OF ROOF WARRANTY SIGN:

- A. The roof warranty sign shall be permanently anchored to the facility adjacent to the electrical panel, unless otherwise directed by the Engineer. Anchor sign with stainless steel fasteners at all four corners.
- B. Panel sign shall include the following information:

NEW ROOF INSTALLATION WARRANTY

CTDOT Project No. 172-464: _____ Salt Shed

WARRANTY START DATE: (X/X/XX)
(Date of the issuance of the Certificate of Compliance)

ROOF TYPE: (Type of roof installed),
(*Sarnafil, Inc. PVC Membrane*)

WARRANTY: (Manufacturer's name and type of warranty), 20 yr. NDL

WARRANTY NUMBER: (Actual Warranty number)

INSTALLER: (Contractor's name, town located, and telephone number.)

AFTER 2 YEARS CONTACT MANUFACTURER: (Manufacturer's name and
telephone number of warranty service)

END OF SECTION 075419

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Silicone joint sealants.

B. Related Sections:

1. Division 06 Section 061053, "Miscellaneous Rough Carpentry" for retrofit of timbers.
2. Division 07 Section 075419, "Polyvinyl-Chloride (PVC) Roofing" for roofing system.

1.2 PRECONSTRUCTION TESTING:

A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated as directed by Engineer.
2. Conduct field tests for each application indicated below:
 - a. For each kind of substrate joint requiring sealant.
3. Notify Engineer 7 calendar days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of

noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.3 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 joint-sealant product indicated.
- C. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available.
- D. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.
- E. Quality Assurance Submittals:
 - 1. Manufacturer Certification Letter in accordance with NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS.
- F. Qualification Data: For qualified Installer and testing agency.
- G. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- H. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- I. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in Part 1.2, "Preconstruction Testing."
- J. Field-Adhesion Test Reports: For each sealant application tested.

1.4 QUALITY ASSURANCE:

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain joint sealants from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.5 PROJECT CONDITIONS:

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL:

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

2.2 SILICONE JOINT SEALANTS:

- A. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
 1. Products: Subject to compliance with requirements, available building sealant products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation
 - b. Pecora Corporation
 - c. Tremco Incorporated
- B. Colors of Exposed Joint Sealants: As selected by Designer from manufacturer's full range.

2.3 JOINT SEALANT BACKING:

- A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

2.4 MISCELLANEOUS MATERIALS:

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for non-porous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION:

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

- a. Metal.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS:

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

3. Provide concave joint profile per Figure 8A in ASTM C 1193, for all vertical joints unless otherwise indicated.
4. Provide flush joint profile around all galvanized plate penetrations through timber barriers and where indicated per Figure 8B in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL:

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 2 tests for each joint length for each kind of sealant and joint substrate.
 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3.5 CLEANING:

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION:

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE:

- A. Joint-Sealant Application: Interior and exterior joints in vertical surfaces and horizontal non-traffic surfaces.
 1. Building Joint Locations:

- a. Perimeter joints around galvanized metal plates on laminated arch penetrations in plywood cap upon barrier walls.
- b. Horizontal joints between water shield and pilasters/soffit.
- c. Horizontal joints between soffit edge and building edge at front and back of building.
- d. Joints between different materials effecting work.

END OF SECTION 079200

SECTION 089000 - LOUVERS AND VENTS

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Fixed, wood louvers.

B. Related CSI Sections:

1. Division 07 Section 079200, "Joint Sealants" for sealants applied during louver installation.
2. Division 09 Section 099113, "Exterior Painting" for stain applied during louver installation.

1.2 DEFINITIONS:

- ##### A. Horizontal Louver:
- Louver with horizontal blades; i.e., the axes of the blades are horizontal.

1.3 PERFORMANCE REQUIREMENTS:

- ##### A. Structural Performance:
- Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or fatigue caused by louver blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures shall be considered to act normal to the face of the building.

1. Wind Loads: Determine loads based on a uniform pressure of 20 lbf/sq. ft. (957 Pa), acting inward or outward.

- ##### B. Thermal Movements:
- Allow for thermal movements from ambient and surface temperature changes, without buckling, opening of joints, overstressing of components, failure of connections, or other detrimental effects.

1.4 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.

- C. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.

- 1. Show weep flashing, sealant, or other means of preventing water intrusion.

1.5 QUALITY ASSURANCE:

- A. Source Limitations: Obtain louvers and vents from single source from a single manufacturer where indicated to be of same type and design.
- B. AWS Standard: Comply with recommendations in the Architectural Woodworking Institute's "Architectural Woodwork Standard" for fabrication, construction details, and installation procedures.

1.6 PROJECT CONDITIONS:

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Western Red Cedar: Wood Class II
- B. 20 oz. Copper Flashing
- C. Fasteners: Use types and sizes to suit unit installation conditions.
 - 1. Use Stainless Steel Trim Head Wood Screws unless otherwise indicated or required for a complete installation.

2.2 FABRICATION, GENERAL:

- A. Assemble louvers in factory to minimize field assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Maintain equal louver blade spacing, including separation between blades and frames at head and sill, to produce uniform appearance.

- C. Fabricate frames, including integral sills and flashings, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
- D. Include supports, anchorages, and accessories required for complete assembly.
- E. Provide extended sills for recessed louvers.
- F. Miter outer frame/ trim components.

2.3 FIXED, WOOD LOUVERS:

A. Horizontal, Blade Louver:

1. Louver Depth: 6 inches (150 mm).
2. Louver Width: 60 inches (1524 mm).
3. Louver Height: 78 inches (1981 mm).
4. Frame and Blade Nominal Thickness: Not less than 0.25 inch (6.35 mm).
5. Louver Performance Ratings:
 - a. Free Area: Not less than 16.25 sq. ft. (1.59 sq. m) for 60-inch- (1524-mm-) wide by 78-inch- (1981-mm-) high louver.
6. Louver Depth: 6 inches (150 mm).
7. Louver Width: 24 inches (609.5 mm).
8. Louvers Height: 30 inches (762 mm).
9. Frame and Blade Nominal Thickness: Not less than 0.25 inch (6.35 mm).
 - a. Free Area: Not less than 2.5 sq. ft. (.232 sq. m) for 24-inch- (609.5-mm-) wide by 30-inch- (762-mm-) high louver.

2.4 LOUVER (BIRD) SCREENS:

- A. General: Provide screen at interior and exterior side of existing and proposed louvers.
 1. Screening Type: ½” Mesh .022 Welded Stainless Wire, Dia. T316.
- B. Secure screen frames to louver frames with approved wood screws, spaced a maximum of 6 inches (150 mm) from each corner and at 12 inches (300 mm) o.c.
- C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.
 1. Wood: Same kind and form of wood as indicated for louver to which screens are attached. Reinforce wood screen frames at corners with clips.
 2. Finish: Mill

2.5 FINISHES, GENERAL:

- A. Comply with CSI Division 09 Section 099113, "Exterior Painting" for applying designated finishes.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine substrates and openings, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION:

- A. Coordinate drawings and directions for installation of anchorages. Coordinate delivery of such items to Project Site.

3.3 INSTALLATION:

- A. Locate and place louvers and vents level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide stainless steel washers fitted to screws where required to protect wood surfaces and to make a weather-tight connection.
- C. Form closely fitted joints with exposed connections accurately located and secured.
- D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- E. Install concealed flashings and joint fillers as louver installation progresses, where weather-tight louver joints are required. Comply with CSI Division 07 Section 079200, "Joint Sealants" for sealants applied during louver installation.

3.4 ADJUSTING AND CLEANING:

- A. Clean exposed surfaces of louvers and vents that are not protected by temporary covering, to remove soiling during the construction period. Do not let soil accumulate during construction period.
- B. Before final inspection, thoroughly clean exposed surfaces taking the proper care not to harm any finishes.

- C. Corrective Work- Repair finishes damaged by cutting, trimming, sanding, fitting, and cleaning. Restore finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory, make required alterations, and refinish entire unit or provide new units.
- D. If results of restoration are unsuccessful, as determined by Engineer, remove damaged units and replace with new units.
 - 1. Touch up minor abrasions in finishes, matches color and gloss of, as required or compatible with finished coating.

END OF SECTION 089000

SECTION 099110 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section includes surface preparation and the application of paint and oil based coating systems on the following wooden exterior substrates: trims, louvers, cedar shakes, soffit and Union Interior truss plates.

1.2 DEFINITIONS:

- A. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

1.3 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. Include preparation requirements and application instructions.
- C. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint and staining system and locations of application areas. Use same designations indicated in schedule.
 - 2. Printout of current "MPI Approved Products List" for each paint product category specified, with the proposed product highlighted.
 - 3. VOC content for each system.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.5 FIELD CONDITIONS:

- A. Apply materials only when temperature of surfaces to be painted or coated and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply materials in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Paint Manufacturer: Subject to compliance with requirements for painting, available manufacturer offering products that may be incorporated into the Work include, but is not limited to, the following:
 - 1. Sherwin-Williams Company (The).
 - 2. Benjamin Moore.
 - 3. Dulux.
- B. Stain Basis of Design Manufacturer: Subject to compliance with requirements for wood staining, provide products manufactured by Benjamin Moore, or an approved equal.

2.2 PAINT AND STAINING, GENERAL:

- A. MPI Standards: Provide paint products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
 - 1. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and systems indicated.
- B. Staining Standards: Provide staining products that penetrate into wood fibers to rejuvenate or replace natural oils and resins.
- C. Material Compatibility:
 - 1. Provide materials for use within each paint and staining system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each application in paint and staining system, provide products recommended in writing by manufacturer for substrates indicated.

- D. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- E. Paint Colors: As selected by Designer from manufacturer's full range.

2.3 WATER-BASED PAINTS:

- A. Latex Self-Priming, Exterior Semi-Gloss: MPI #11.

2.4 WOOD STAINING:

- A. Semi-Transparent/-Solid Oil/ Stain for Exterior Cedar Shingles, Louvers and Underside of soffit:
 - 1. Moore Wood, Alkyd Deck/Siding Semi-transparent/-Solid Stain- Hidden Valley.

2.5 GALVANIZED PAINT:

- A. Polyamide epoxy coating, MPI #108.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and coatings.
- D. Proceed with applications only after unsatisfactory conditions have been corrected.
 - 1. Approved application of materials indicates acceptance of surfaces and conditions.

3.2 PREPARATION:

- A. Comply with paint manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and systems indicated.

- B. Comply with staining manufacturer's written instructions and recommendations in applicable to substrates and systems indicated.
- C. Remove hardware, covers, plates, or similar items already in place that are removable. If removal is impractical or impossible because of size, weight, or type of item, provide surface-applied protection before surface preparation and application.
 - 1. After completing painting and staining operations, use workers skilled in the trades involved to reinstall items that were removed if applicable. Remove surface-applied protection.
- D. Clean substrates of substances that could impair bond of materials, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- E. Wood Substrates:
 - 1. Sand uneven surfaces flush that will be exposed to view, and dust off.
 - 2. Prime edges, ends, and faces of wood accordingly.
 - 3. After priming, fill imperfections in the finish surfaces that cannot be remediated with paint with putty or plastic wood filler. Sand smooth when dried.
- F. Existing Cedar Shingles:
 - 1. Verify the condition of the shingles at each salt shed prior to preparing them to receive the scheduled stain. Condition may vary from slightly weathered to brittle. The Contractor shall ensure any brittle, loose or damaged shingles shall be replaced and secure.
- G. Galvanized-Metal Substrates (Union Interior): Remove salt residue and rust from galvanized truss plates by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION:

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only accordingly.
 - 3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and breaks.

3.4 CLEANING AND PROTECTION:

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing material applications, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from material applications. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Engineer, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR/INTERIOR PAINTING AND STAINING SCHEDULE:

- A. Wood: To include; Cedar Shingles, Louvers, Louvers and trim and Underside of soffit:
 - 1. Semi-Transparent/-Solid Stain.
 - a. Surface preparation as required per the manufacturer's written instructions.
 - b. Prime Coat: Primer, alkyd for exterior wood.
 - c. First Coat: exterior, matching topcoat.
 - d. Topcoat: exterior gloss semi-gloss, MPI #16.
- B. Wood Trim: To include Existing Wood Trim at Salt Shed Opening.
 - 1. Latex System:
 - a. Prime Coat: Primer, latex for exterior wood, MPI #6.
 - b. Intermediate Coat Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.

C. Union Interior:

1. Galvanized: Truss Plates.

- a. Surface preparation as required per the manufacturer's written instructions.
- b. Primer Coat: Primer, zinc rich, organic, MPI #18.
- c. Intermediate Coat: Acrylic metal primer.
- d. Topcoat: Polyamide epoxy coating, MPI #108.

END OF SECTION 099113

SECTION 300000 – FORM 817 SITE WORK

PART 1 - GENERAL:

1.1 SUMMARY:

- A. CUT BITUMINOUS CONCRETE PAVEMENT: Refer to Form 817 Article 04.06.03 for requirements related to this work.
- B. ROCK IN TRENCH EXCAVATION (0'-4' DEEP): Refer to Form 817 Article 02.05.01 for requirements related to this work.
- C. BORROW: Refer to Form 817 Article 02.07.01 for requirements related to this work.
- D. DEMOLITION: Refer to Form 817, Supplement Specifications January 2015 Article 1.20-1.08.03 subsection 04 for requirements to this work.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. CUT BITUMINOUS CONCRETE PAVEMENT: N/A
- B. ROCK IN TRENCH EXCAVATION (0'-4' DEEP): N/A
- C. BORROW: Refer to Form 817 Article 02.07.02 for requirements related to this work.
- D. DEMOLITION: Refer to Form 817, Article 1.20-1.08.03 subsection 04 for requirements to this work.

PART 3 - EXECUTION

3.1 EXECUTION:

- A. CUT BITUMINOUS CONCRETE PAVEMENT: Refer to Form 817 Article 02.05.03 for requirements related to this work.
- B. ROCK IN TRENCH EXCAVATION (0'-4' DEEP): Refer to Form 817 Article 02.05.03 for requirements related to this work.
- C. BORROW: Refer to Form 817 Article 02.07.03 for requirements related to this work.
- D. DEMOLITION: Refer to Form 817, Supplement Specifications January 2015 Article 1.20-1.08.03 subsection 04 for requirements to this work.

END OF SECTION 300000

SECTION 302000 – GENERAL SITE WORK

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. BITUMINOUS CONCRETE PATCHING – FULL DEPTH
 - a. FORMATION OF SUBGRADE: Refer to Form 817 Article 02.09.01 for requirements related to this work.
 - b. SUBBASE: Refer to Form 817 Article 02.12.01 for requirements related to this work.
 - c. PROCESSED AGGREGATE BASE: Refer to Form 817 Article 03.04.01 for requirements related to this work.
 - d. HMA S0.375: Refer to Form 817 Article 04.06.01 for requirements related to this work.
 - e. PAVING FABRIC: 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 in accordance with Article 1.20-1.05.02 of Form 817. Paving fabric manufacturer to submit certified statement of factory testing and UL certificate upon approval.
 - f. TACK COAT: Refer to Form 817 Article 04.06 for requirements related to this work.

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.
 1. Paving Fabric

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. BITUMINOUS CONCRETE PATCHING – FULL DEPTH
 - a. FORMATION OF SUBGRADE: N/A
 - b. SUBBASE: Refer to Form 817 Article 02.12.02 for requirements related to this work.
 - c. PROCESSED AGGREGATE BASE: Refer to Form 817 Article 03.04.02 for requirements related to this work.
 - d. HMA S0.375: Refer to Form 817 Article 04.06.02 for requirements related to this work.
 - e. 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.
 - f. TACK COAT: Refer to Form 817 Article 04.06 for requirements related to this work.

PART 3 - EXECUTION

3.1 EXECUTION:

- A. BITUMINOUS CONCRETE PATCHING – FULL DEPTH
 - a. FORMATION OF SUBGRADE: Refer to Form 817 Article 02.09.03 for requirements related to this work.
 - b. SUBBASE: Refer to Form 817 Article 02.12.03 for requirements related to this work.
 - c. PROCESSED AGGREGATE BASE: Refer to Form 817 Article 03.04.03 for requirements related to this work.
 - d. HMA S0.375: Refer to Form 817 Article 04.06.03 for requirements related to this work.
 - e. PAVING FABRIC: 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.

- f. TACK COAT: Refer to Form 817 Article 04.06 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. Match existing chain link fencing at Fuel Island.

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:

<u>Actual OD</u>	<u>NPS Size</u>	<u>Trade Size</u>
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:

<u>Actual OD (in)</u>	<u>Weight (lb/ft)</u>
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./ft² 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: 3/4-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 Marcellled 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 316 0.375 dia. chain in lengths required as specified by the Engineer.

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 spacings 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

PERMITS AND/OR REQUIRED PROVISIONS:

The following Permits and/or and Required Provisions follow this page are hereby made part of this Contract.

- **PERMITS AND/OR PERMIT APPLICATIONS**

No Permits are required for this contract

- **Construction Contracts - Required Contract Provisions (State Funded Only Contracts)**

**Construction Contracts - Required Contract Provisions
(State Funded Only Contracts)**

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EXHIBIT D - State Wage Rates (Attached at the end)

1. 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.

2. 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.

3. 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.

4. Connecticut Statutory Labor Requirements

- (a) **Construction, Alteration or Repair of Public Works Projects; Wage Rates.** The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i)

of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

5. 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).

6. 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.

7. 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:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "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.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

- (8) "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;
- (9) "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
- (10) "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 of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

- (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, status as a veteran, 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, status as a veteran, 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.

Please be aware the Nondiscrimination Certifications can be found at the Office of Policy and Management website:

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>

8. 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.

9. 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.

10. 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.

11. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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

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
Female

Minority

Bridgeport				22.7%
1.4%				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury				10.7%
3.8%				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
Danielson				4.3%
1.8%				
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
Hartford				13.7%
2.1%				
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				4.3%
1.8%				

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL

Minority

Female

New Haven				17.9%
3.1%				

Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

New London				7.4%
3.1%				

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				33.2%
2.1%				

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington				4.3%
1.8%				

Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon

Torrington

Warren

Waterbury				12.4%
1.6%				

Bethlehem
Southbury
Wolcott

Middlebury
Thomaston
Woodbury

Naugatuck
Waterbury

Prospect
Watertown

Rev. 4/24/2019

EXHIBIT B**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).**

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination
 - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

**Notice to Executive Branch State Contractors and Prospective State
Contractors of Campaign Contribution and Solicitation Limitations**

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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 D

(state wages will be inserted here)

**Minimum Rates and Classifications
for Building Construction**

ID# : B 26683

**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: 171-429 Project Town: Vernon
State# FAP#:

Project: Project No. 171-429 Rehabilitation Of Salt Sheds Vernon, Union, And
Stafford

CLASSIFICATION

Hourly Rate

Benefits

1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings) 38.25 27.96

1b) 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 7**

1c) Asbestos Worker/Heat and Frost Insulator 40.21 30.99

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2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	34.72	32.55 + a
3b) Tile Setter	34.90	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
3e) Plasterer	33.48	32.06

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	30.75	20.84
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.00	20.84
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.25	20.84
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	31.75	20.84
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.50	20.84

4e) Group 6: Blasters, nuclear and toxic waste removal. 33.75 20.84

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 31.75 20.84

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 29.03 20.84

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 28.49 20.84

4i) Group 10: Traffic Control Signalman 18.00 20.84

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Vinyl Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. 33.53 25.66

Project: Project No. 171-429 Rehabilitation Of Salt Sheds Vernon, Union, And Stafford

5a) Millwrights	34.04	26.09
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.00	27.67+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	53.37	33.705+a+b

-----LINE CONSTRUCTION-----

Groundman	26.50	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00

As of: Wednesday, November 06, 2019

8) Glazier (Trade License required: FG-1,2)	38.18	21.80 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77
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----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. and over and Tunnel Boring Machines. (Trade License Required)	40.97	24.80 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	40.64	24.80 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; 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)	39.88	24.80 + a
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Project: Project No. 171-429 Rehabilitation Of Salt Sheds Vernon, Union, And Stafford

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper). 39.48 24.80 + a

Group 5: Specialty Railroad Equipment; Asphalt Paver; 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) 38.87 24.80 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine. 38.87 24.80 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 38.55 24.80 + 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 Mandrell). 38.20 24.80 + a

Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine. 37.79 24.80 + a

As of: Wednesday, November 06, 2019

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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder). 37.34 24.80 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 35.24 24.80 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 35.24 24.80 + a

Group 12: Wellpoint operator. 35.18 24.80 + a

Group 13: Compressor battery operator. 34.58 24.80 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 33.41 24.80 + a

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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 32.99 24.80 + a

Group 16: Maintenance Engineer/Oiler. 32.32 24.80 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 36.76 24.80 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). 34.26 24.80 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller 34.62 21.80

As of: Wednesday, November 06, 2019

Project: Project No. 171-429 Rehabilitation Of Salt Sheds Vernon, Union, And Stafford

10b) Taping Only/Drywall Finishing	35.37	21.80
10c) Paperhanger and Red Label	35.12	21.80
10e) Blast and Spray	37.62	21.80
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	43.62	32.06
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	37.60	20.65

As of: Wednesday, November 06, 2019

14) Roofer (slate & tile)	38.10	20.65
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.98	38.31
16) Pipefitter (Including HVAC work) 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)	(Trade	43.62 32.06

-----TRUCK DRIVERS-----

17a) 2 Axle	29.51	24.52 + a
17b) 3 Axle, 2 Axle Ready Mix	29.62	24.52 + a

Project: Project No. 171-429 Rehabilitation Of Salt Sheds Vernon, Union, And Stafford

17c) 3 Axle Ready Mix	29.67	24.52 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.72	24.52 + a
17e) 4 Axle Ready Mix	29.77	24.52 + a
17f) Heavy Duty Trailer (40 Tons and Over)	29.98	24.52 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.77	24.52 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	45.57	24.33 + a

As of: Wednesday, November 06, 2019

Project: Project No. 171-429 Rehabilitation Of Salt Sheds Vernon, Union, And Stafford

19) Theatrical Stage Journeyman

25.76

7.34

***As of:* Wednesday, November 06, 2019**

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

- Crane with 150 ft. boom (including jib) - \$1.50 extra*
- Crane with 200 ft. boom (including jib) - \$2.50 extra*
- Crane with 250 ft. boom (including jib) - \$5.00 extra*
- Crane with 300 ft. boom (including jib) - \$7.00 extra*
- Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

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. 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.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Wednesday, November 06, 2019

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.

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Information Bulletin ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

Statute 31-55a

Last Updated: June 02, 2008

You are here: [DOL Web Site](#) ▶ [Wage and Workplace Issues](#) ▶ Statute 31-55a

- Special Notice -

To All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the *contractor's* responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace

Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd.,
Wethersfield, CT 06109 at (860)263-6790.

[Workplace Laws](#)

Published by the Connecticut Department of Labor, Project Management Office

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

Sec. 31-53b. Construction safety and health course. Proof of completion required for employees on public building projects. Enforcement. Regulations. (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any employee required to complete a construction safety and health course required under subsection (a) of this section who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2007, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, "Public building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

