

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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DECEMBER 18, 2019
FEDERAL AID PROJECT NO. 000T(063)
STATE PROJECT NO. 174-417

HORIZONTAL CURVE TREATMENTS ON STATE ROADS

Towns of:

Ansonia, Avon, Barkhamsted, Beacon Falls, Bethel, Bridgewater, Brookfield, Burlington, Canaan, Canton, Colebrook, Cornwall, Danbury, Derby, East Granby, Farmington, Goshen, Granby, Hartland, Harwinton, Kent, Litchfield, Middlebury, Morris, Naugatuck, New Fairfield, New Hartford, New Milford, Newtown, Norfolk, North Canaan, Oxford, Plymouth, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Seymour, Sharon, Sherman, Simsbury, Southbury, Suffield, Thomaston, Torrington, Warren, Washington, Waterbury, Watertown, Winchester, and Woodbury

Federal Aid Project No. 000T(063)

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 HORIZONTAL CURVE TREATMENTS ON STATE ROADS in various towns in District 4.

CONTRACT TIME AND LIQUIDATED DAMAGES

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

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

1. For this contract, an assessment per day for liquidated damages, at a rate of One Thousand Five Hundred (\$1,500.00) Dollars per day shall be applied to each calendar day the work runs in excess of the Eight Hundred Four (804) allowed calendar days for the contract.

2. For this contract, an assessment per hour for liquidated damages shall be applied to each hour, or any portion thereof, in which the Contractor interferes with normal traffic operations during the restricted hours given in Article 1.08.04 of the Special Provisions. The liquidated damages shall be as shown in the following tables entitled "Liquidated Damages Per Hour" for each hour, or any portion thereof, in which the Contractor interferes with normal traffic operations during the restricted hours.

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

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

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 7 N.B. From M.P. 19.98 to M.P. 21.53 2 Lane Section *No lane closures allowed between 2:00 p.m. and 3:00 p.m		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$6,000
2nd Hour of Restrictive Period	\$500	\$20,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$2,000	\$40,000

Route 7 N.B. From M.P. 25.21 to M.P. 26.30 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500
2nd Hour of Restrictive Period	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 7 N.B. From M.P. 26.30 to M.P. 29.62 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$2,000	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 7 S.B. From M.P. 19.98 to M.P. 21.59 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500
2nd Hour of Restrictive Period	\$5,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$10,000

Route 7 S.B. From M.P. 25.76 to M.P. 26.31 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$5,000	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$7,000	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 7 S.B. From M.P. 26.31 to M.P. 29.58 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 8 N.B. From M.P. 12.48 to M.P. 30.56 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$1,000
2nd Hour of Restrictive Period	\$500	\$10,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$1,000	\$45,000

Route 8 N.B. From M.P. 30.56 to M.P. 31.20 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$2,000
2nd Hour of Restrictive Period	\$10,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$20,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 8 N.B. From M.P. 31.20 to M.P. 34.40 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$3,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$15,000

Route 8 N.B. From M.P. 34.40 to M.P. 55.96 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 8 S.B. From M.P. 12.48 to M.P. 29.94 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$9,000	\$1,000
2nd Hour of Restrictive Period	\$40,000	\$3,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$60,000	\$6,000

Route 8 S.B. From M.P. 29.94 to M.P. 30.43 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 8 S.B. From M.P. 30.43 to M.P. 33.95 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$4,000	\$500
2nd Hour of Restrictive Period	\$25,000	\$5,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$35,000	\$10,000

Route 8 S.B. From M.P. 33.95 to M.P. 58.27 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 9 N.B. From M.P. 36.69 to M.P. 40.33 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$5,000	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$10,000	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 9 S.B. From M.P. 39.69 to M.P. 40.26 2 Lane Section		
If Working Periods Extends Into	A.M. 1 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$3,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$9,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

<p align="center">Route 84 E.B. From M.P. 0.00 to M.P. 1.26 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.</p>	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500
2nd Hour of Restrictive Period	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$3,000

<p align="center">Route 84 E.B. From M.P. 1.26 to M.P. 3.32 3 Lane Section *Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required</p>			
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$2,000	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$7,000	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 E.B. From M.P. 3.32 to M.P. 3.69 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500
2nd Hour of Restrictive Period	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$1,000

Route 84 E.B. From M.P. 3.69 to M.P. 7.37 3 Lane Section *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.		
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure
1st Hour of Restrictive Period	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$10,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$40,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 E.B. From M.P. 7.37 to M.P. 7.76 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500
2nd Hour of Restrictive Period	\$1,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$7,000

Route 84 E.B. From M.P. 7.76 to M.P. 8.29 3 Lane Section *Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required			
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500	\$3,000
2nd Hour of Restrictive Period	\$500	\$6,000	\$5,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$20,000	\$9,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 E.B. From M.P. 8.29 to M.P. 32.26 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500
2nd Hour of Restrictive Period	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$4,000

Route 84 E.B. From M.P. 32.26 to M.P. 33.80 3 Lane Section *Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required			
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$2,000	\$500
2nd Hour of Restrictive Period	\$500	\$25,000	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$60,000	\$12,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 E.B. From M.P. 33.80 to M.P. 36.73 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500
2nd Hour of Restrictive Period	\$15,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$35,000

Route 84 E.B. From M.P. 36.73 to M.P. 37.27 3 Lane Section *Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required			
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$6,000	\$1,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$10,000	\$1,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 E.B. From M.P. 49.82 to M.P. 54.99 3 Lane Section *Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required			
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500	\$500
2nd Hour of Restrictive Period	\$500	\$10,000	\$1,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$20,000	\$4,000

Route 84 E.B. From M.P. 54.99 to M.P. 55.24 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500
2nd Hour of Restrictive Period	\$9,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$20,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 E.B. From M.P. 55.24 to M.P. 55.99 3 Lane Section *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.		
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure
1st Hour of Restrictive Period	\$5,000	\$60,000
2nd Hour of Restrictive Period	\$70,000	\$100,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$90,000	\$100,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

<p align="center">Route 84 W.B. From M.P. 0.00 to M.P. 0.34 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.</p>	
<p align="center">If Working Periods Extends Into</p>	<p align="center">A.M. 1 Lane Closure</p>
<p align="center">1st Hour of Restrictive Period</p>	<p align="center">\$1,000</p>
<p align="center">2nd Hour of Restrictive Period</p>	<p align="center">\$20,000</p>
<p align="center">3rd Hour or any Subsequent Hour of Restrictive Period</p>	<p align="center">\$35,000</p>

<p align="center">Route 84 W.B. From M.P. 0.34 to M.P. 3.37 3 Lane Section *Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required</p>			
<p align="center">If Working Periods Extends Into</p>	<p align="center">A.M. 1 Lane Closure</p>	<p align="center">A.M. 2 Lane Closure</p>	<p align="center">P.M. 1 Lane Closure</p>
<p align="center">1st Hour of Restrictive Period</p>	<p align="center">\$500</p>	<p align="center">\$2,000</p>	<p align="center">\$500</p>
<p align="center">2nd Hour of Restrictive Period</p>	<p align="center">\$500</p>	<p align="center">\$20,000</p>	<p align="center">\$500</p>
<p align="center">3rd Hour or any Subsequent Hour of Restrictive Period</p>	<p align="center">\$500</p>	<p align="center">\$45,000</p>	<p align="center">\$500</p>

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 W.B. From M.P. 3.37 to M.P. 3.70 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500
2nd Hour of Restrictive Period	\$15,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$35,000

Route 84 W.B. From M.P. 3.70 to M.P. 7.48 3 Lane Section *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.		
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure
1st Hour of Restrictive Period	\$500	\$25,000
2nd Hour of Restrictive Period	\$30,000	\$100,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$50,000	\$100,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 W.B. From M.P. 7.48 to M.P. 31.65 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$10,000
2nd Hour of Restrictive Period	\$40,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$50,000

Route 84 W.B. From M.P. 31.65 to M.P. 31.92 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$70,000
2nd Hour of Restrictive Period	\$100,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$100,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 W.B. From M.P. 31.92 to M.P. 32.71 3 Lane Section			
*Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required			
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$10,000	\$500
2nd Hour of Restrictive Period	\$500	\$45,000	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$60,000	\$500

Route 84 W.B. From M.P. 32.71 to M.P. 33.92 3 Lane Section			
*Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required			
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$9,000	\$50,000	\$500
2nd Hour of Restrictive Period	\$45,000	\$100,000	\$1,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$60,000	\$100,000	\$2,000

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

<p align="center">Route 84 W.B. From M.P. 33.92 to M.P. 36.73 *No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.</p>	
If Working Periods Extends Into	A.M. 1 Lane Closure
1st Hour of Restrictive Period	\$80,000
2nd Hour of Restrictive Period	\$100,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$100,000

<p align="center">Route 84 W.B. From M.P. 36.73 to M.P. 37.27 3 Lane Section *Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required</p>			
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$25,000	\$500
2nd Hour of Restrictive Period	\$10,000	\$100,000	\$500
3rd Hour or any Subsequent Hour of Restrictive Period	\$20,000	\$100,000	\$500

LIQUIDATED DAMAGES PER HOUR

Project No. 0174-0417

Route 84 W.B. From M.P. 51.86 to M.P. 54.51 3 Lane Section			
*Only one lane closures allowed during daytime, therefore only one P.M. liquidated damages are required			
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure	P.M. 1 Lane Closure
1st Hour of Restrictive Period	\$500	\$500	\$2,000
2nd Hour of Restrictive Period	\$500	\$7,000	\$10,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$500	\$15,000	\$10,000

Route 84 W.B. From M.P. 54.51 to M.P. 55.99 3 Lane Section		
*No daytime lane closures allowed, therefore, only A.M. liquidated damages is required.		
If Working Periods Extends Into	A.M. 1 Lane Closure	A.M. 2 Lane Closure
1st Hour of Restrictive Period	\$500	\$10,000
2nd Hour of Restrictive Period	\$500	\$50,000
3rd Hour or any Subsequent Hour of Restrictive Period	\$3,000	\$100,000

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 - GENERAL

This project consists of signing and pavement marking work in District 4 at the locations listed on the NOTICE TO CONTRACTOR-PROJECT LOCATIONS and on the project plans. The signing work will consist of replacing and installing curve warning signs, chevrons, one direction large arrows, and retro-reflective strips at horizontal curves on State-owned and maintained roads as shown on the plans.

All existing curve warning signs, chevrons, and metal sign posts including the breakaway supports shall be removed and disposed of by the contractor.

The Contractor shall install new curve warning signs, chevrons, and retro-reflective strips with Type IX Retroreflective Sheeting material on new breakaway metal signs posts, as specified on the plans. The size and placement of the curve warning signs, chevrons, one direction large arrow, and retro-reflective strips are to be determined based on the plans and the CTDOT Division of Traffic Engineering's Standard Sheets.

The Contractor shall contact "Call Before You Dig" (telephone: 811) for the location of underground utilities in accordance with Section 16-345 of the Regulations of the Connecticut Department of Public Utility Regulatory Authority.

The Contractor shall install each new sign assembly before removing an existing sign. Signs shall be removed the same day the replacement sign assembly is installed.

NOTICE TO CONTRACTOR - PROJECT LOCATIONS

The following pages list the city/town, route, and curve ID number for each location in the project. Maps providing the general location of each curve with respect to its ID number are also provided.

Route Number	Town	Curve ID
4	SHARON	004-004
4	SHARON	004-005
4	SHARON	004-006
4	SHARON	004-007
4	SHARON	004-008
4	SHARON	004-009
4	SHARON	004-010
4	SHARON	004-011
4	SHARON	004-012
4	SHARON	004-013
4	SHARON	004-014
4	SHARON	004-016
4	SHARON	004-017
4	SHARON	004-018
4	SHARON	004-019
4	SHARON	004-020
4	CORNWALL	004-021
4	CORNWALL	004-025
4	CORNWALL	004-026
4	CORNWALL	004-027
4	CORNWALL	004-029
4	CORNWALL	004-032
4	CORNWALL	004-033
4	CORNWALL	004-034
4	CORNWALL	004-035
4	CORNWALL	004-036
4	CORNWALL	004-037
4	CORNWALL	004-038
4	CORNWALL	004-039
4	CORNWALL	004-040
4	CORNWALL	004-041
4	CORNWALL	004-042
4	CORNWALL	004-043
4	CORNWALL	004-044
4	CORNWALL	004-045
4	CORNWALL	004-046
4	GOSHEN	004-047
4	GOSHEN	004-048
4	GOSHEN	004-049
4	GOSHEN	004-050
4	TORRINGTON	004-051
4	TORRINGTON	004-052
4	TORRINGTON	004-053
4	TORRINGTON	004-054
4	TORRINGTON	004-055

Route Number	Town	Curve ID
4	TORRINGTON	004-056
4	TORRINGTON	004-057
4	HARWINTON	004-059
4	HARWINTON	004-060
4	BURLINGTON	004-065
4	BURLINGTON	004-066
4	BURLINGTON	004-067
4	BURLINGTON	004-068
4	BURLINGTON	004-069
6	DANBURY	006-001
6	DANBURY	006-002
6	NEWTOWN	006-005
6	NEWTOWN	006-006 (2 Curves)
6	SOUTHBURY	006-007
6	SOUTHBURY	006-008
6	WOODBURY	006-009 (2 Curves)
6	WOODBURY	006-010
6	WOODBURY	006-011
6	WOODBURY	006-012
6	WOODBURY	006-013
6	WOODBURY	006-014
6	WATERTOWN	006-015
6	WATERTOWN	006-016 (2 Curves)
6	WATERTOWN	006-017 (2 Curves)
6	WATERTOWN	006-019
6	THOMASTON	006-020
6	THOMASTON	006-021
6	THOMASTON	006-022
7	REDDING	007-001
7	RIDGEFIELD	007-002
7	DANBURY	007-003
7	DANBURY	007-004
7	NEW MILFORD	007-005
7	NEW MILFORD	007-006 (2 Curves)
7	NEW MILFORD	007-007
7	NEW MILFORD	007-008
7	NEW MILFORD	007-009
7	NEW MILFORD	007-010
7	NEW MILFORD	007-012
7	NEW MILFORD	007-013
7	NEW MILFORD	007-014
7	NEW MILFORD	007-015
7	NEW MILFORD	007-016 (2 Curves)
7	NEW MILFORD	007-017
7	NEW MILFORD	007-018

Route Number	Town	Curve ID
7	NEW MILFORD	007-019
7	NEW MILFORD	007-020
7	NEW MILFORD	007-021
7	NEW MILFORD	007-022
7	NEW MILFORD	007-023
7	NEW MILFORD	007-025
7	NEW MILFORD	007-026
7	NEW MILFORD	007-027
7	KENT	007-029
7	KENT	007-030
7	KENT	007-031
7	KENT	007-032
7	KENT	007-033
7	KENT	007-034
7	KENT	007-037
7	KENT	007-038
7	KENT	007-042
7	KENT	007-044
7	KENT	007-045
7	KENT	007-047
7	CORNWALL	007-048
7	CORNWALL	007-049
7	CORNWALL	007-050
7	CORNWALL	007-051
7	CORNWALL	007-052
7	SHARON	007-053 (4 Curves)
7	SHARON	007-054
7	SHARON	007-056
7	SHARON	007-063
7	SHARON	007-064
7	SHARON	007-065
7	SHARON	007-067
7	SHARON	007-068
7	SHARON	007-069
7	SHARON	007-070
7	SHARON	007-071
7	SHARON	007-073
7	SHARON	007-074
7	SHARON	007-075
7	SHARON	007-076
7	SHARON	007-079
7	SALISBURY	007-080
7	SALISBURY	007-084
7	SALISBURY	007-085
7	CANAAN	007-086

Route Number	Town	Curve ID
7	CANAAN	007-087
7	CANAAN	007-088
7	CANAAN	007-089
7	NORTH CANAAN	007-090
7	NORTH CANAAN	007-091
7	NORTH CANAAN	007-092
7	NORTH CANAAN	007-093
8	DERBY	008-001
8	DERBY	008-002
8	ANSONIA	008-003
8	SEYMOUR	008-004
8	THOMASTON	008-020
8	THOMASTON	008-023
8	LITCHFIELD	008-024
8	TORRINGTON	008-030
8	WINCHESTER	008-032
8	COLEBROOK	008-037
8	COLEBROOK	008-038
8	COLEBROOK	008-039
8	COLEBROOK	008-040
8	COLEBROOK	008-041
8	COLEBROOK	008-042
8	COLEBROOK	008-043
8	TORRINGTON	008-045
8	LITCHFIELD	008-052
8	THOMASTON	008-058
8	NAUGATUCK	008-067 (2 Curves)
8	NAUGATUCK	008-068
8	NAUGATUCK	008-069
8	NAUGATUCK	008-070
8	BEACON FALLS	008-076
8	DERBY	008-080
9	FARMINGTON	009-001
9	FARMINGTON	009-002
10	AVON	010-004
10	AVON	010-005
10	AVON	010-006
10	AVON	010-007
10	AVON	010-008
10	AVON	010-009
20	WINCHESTER	020-001
20	WINCHESTER	020-002
20	WINCHESTER	020-003
20	WINCHESTER	020-004
20	BARKHAMSTED	020-005

Route Number	Town	Curve ID
20	HARTLAND	020-006 (3 Curves)
20	HARTLAND	020-007
20	HARTLAND	020-008
20	HARTLAND	020-009
20	HARTLAND	020-010
20	HARTLAND	020-011
20	HARTLAND	020-012
20	HARTLAND	020-013
20	HARTLAND	020-014
20	HARTLAND	020-015
20	HARTLAND	020-017
20	HARTLAND	020-018
20	HARTLAND	020-020
20	HARTLAND	020-022
20	HARTLAND	020-023
20	HARTLAND	020-025
20	HARTLAND	020-026
20	HARTLAND	020-027
20	HARTLAND	020-028
20	HARTLAND	020-029
20	HARTLAND	020-030
20	HARTLAND	020-031
20	HARTLAND	020-032
20	HARTLAND	020-033
20	HARTLAND	020-035
20	HARTLAND	020-036
20	GRANBY	020-037
20	GRANBY	020-038
20	GRANBY	020-039
25	BROOKFIELD	025-001 (3 Curves)
25	BROOKFIELD	025-002
25	BROOKFIELD	025-003
25	BROOKFIELD	025-004
25	BROOKFIELD	025-005
25	BROOKFIELD	025-008
25	BROOKFIELD	025-009
25	NEWTOWN	025-011
25	NEWTOWN	025-012
25	NEWTOWN	025-013 (2 Curves)
34	NEWTOWN	034-001
34	NEWTOWN	034-002
34	NEWTOWN	034-003
34	NEWTOWN	034-004
34	NEWTOWN	034-005
34	NEWTOWN	034-008

Route Number	Town	Curve ID
34	OXFORD	034-021
34	SEYMOUR	034-022
35	RIDGEFIELD	035-001
35	RIDGEFIELD	035-002 (3 Curves)
35	RIDGEFIELD	035-003 (2 Curves)
37	NEW MILFORD	037-001
37	NEW MILFORD	037-002
37	NEW MILFORD	037-003
37	NEW MILFORD	037-004
37	NEW MILFORD	037-005
37	NEW MILFORD	037-006
37	NEW MILFORD	037-007
37	NEW MILFORD	037-008
37	NEW MILFORD/SHERMAN	037-009 (2 Curves)
37	SHERMAN	037-011 (2 Curves)
37	SHERMAN	037-012 (5 Curves)
37	SHERMAN	037-013 (2 Curves)
37	SHERMAN	037-014
37	SHERMAN	037-015 (3 Curves)
37	NEW FAIRFIELD	037-017 (2 Curves)
37	NEW FAIRFIELD	037-018
37	NEW FAIRFIELD	037-019
37	NEW FAIRFIELD	037-020
37	NEW FAIRFIELD	037-021
37	NEW FAIRFIELD	037-022
37	NEW FAIRFIELD	037-024
37	NEW FAIRFIELD	037-025
37	NEW FAIRFIELD	037-026
37	NEW FAIRFIELD	037-027
37	NEW FAIRFIELD	037-028
37	NEW FAIRFIELD	037-029
37	NEW FAIRFIELD	037-030
37	NEW FAIRFIELD	037-031
37	NEW FAIRFIELD	037-032
37	NEW FAIRFIELD	037-033
37	NEW FAIRFIELD	037-034
37	DANBURY	037-035
37	DANBURY	037-038
37	DANBURY	037-039
37	DANBURY	037-040
37	DANBURY	037-041
39	SHERMAN	039-001
39	SHERMAN	039-002
39	SHERMAN	039-003
39	SHERMAN	039-004

Route Number	Town	Curve ID
39	SHERMAN	039-005
39	SHERMAN	039-007 (2 Curves)
39	NEW FAIRFIELD	039-008 (2 Curves)
39	NEW FAIRFIELD	039-009
39	NEW FAIRFIELD	039-010
39	NEW FAIRFIELD	039-011 (2 Curves)
39	NEW FAIRFIELD	039-012
39	NEW FAIRFIELD	039-013
39	NEW FAIRFIELD	039-014
39	NEW FAIRFIELD	039-015
39	NEW FAIRFIELD	039-016 (2 Curves)
39	NEW FAIRFIELD	039-017
39	NEW FAIRFIELD	039-018
39	NEW FAIRFIELD	039-019
39	NEW FAIRFIELD	039-020 (2 Curves)
39	NEW FAIRFIELD	039-022
39	NEW FAIRFIELD	039-023
39	NEW FAIRFIELD	039-025
39	NEW FAIRFIELD	039-026
39	NEW FAIRFIELD	039-027
39	NEW FAIRFIELD	039-028
39	NEW FAIRFIELD	039-029
39	NEW FAIRFIELD	039-030
39	NEW FAIRFIELD	039-031
39	NEW FAIRFIELD	039-032
39	NEW FAIRFIELD	039-033
39	DANBURY	039-034
39	DANBURY	039-036
39	DANBURY	039-037
39	DANBURY	039-038
39	DANBURY	039-040
39	DANBURY	039-041
39	DANBURY	039-042
39	DANBURY	039-043
39	DANBURY	039-044
39	DANBURY	039-045
39	DANBURY	039-046
39	DANBURY	039-047
39	DANBURY	039-049 (2 Curves)
39	DANBURY	039-050
39	DANBURY	039-051
41	SHARON	041-002
41	SHARON	041-003
41	SHARON	041-005
41	SALISBURY	041-008 (3 Curves)

Route Number	Town	Curve ID
41	SALISBURY	041-009
41	SALISBURY	041-010
42	OXFORD	042-001 (2 Curves)
42	OXFORD	042-002
42	OXFORD	042-003
42	BEACON FALLS	042-004
42	BEACON FALLS	042-005
42	BEACON FALLS	042-006
42	BEACON FALLS	042-007
42	BEACON FALLS	042-008
42	BEACON FALLS	042-009
42	BEACON FALLS	042-010
43	CORNWALL	043-001
43	CORNWALL	043-002
43	CORNWALL	043-003
43	CORNWALL	043-004
43	CORNWALL	043-005
43	CORNWALL	043-006
44	SALISBURY	044-001
44	SALISBURY	044-002
44	SALISBURY	044-003
44	SALISBURY	044-004
44	SALISBURY	044-005
44	SALISBURY	044-006 (2 Curves)
44	SALISBURY	044-009
44	SALISBURY	044-010
44	SALISBURY	044-011
44	SALISBURY	044-012
44	SALISBURY	044-013
44	SALISBURY	044-015
44	SALISBURY	044-016
44	SALISBURY	044-018
44	SALISBURY	044-019
44	SALISBURY	044-020
44	SALISBURY	044-021
44	SALISBURY	044-022
44	SALISBURY	044-023
44	SALISBURY	044-024
44	NORTH CANAAN	044-025
44	NORTH CANAAN	044-026
44	NORTH CANAAN	044-028
44	NORTH CANAAN	044-029
44	NORTH CANAAN	044-030
44	NORTH CANAAN	044-031
44	NORTH CANAAN	044-033

Route Number	Town	Curve ID
44	NORTH CANAAN	044-034
44	NORTH CANAAN	044-035
44	CANAAN	044-036
44	CANAAN	044-037
44	CANAAN	044-038
44	CANAAN	044-040
44	CANAAN	044-041
44	CANAAN	044-042
44	CANAAN	044-043
44	NORFOLK	044-045
45	CORNWALL	045-003
45	CORNWALL	045-004
45	CORNWALL	045-005
45	CORNWALL	045-006
45	CORNWALL	045-007
45	CORNWALL	045-008
45	CORNWALL	045-009
45	WARREN	045-010
45	WARREN	045-011
45	WARREN	045-012
45	WARREN	045-013
45	WARREN	045-014
45	WARREN	045-015
45	WARREN	045-016
45	WARREN	045-017
45	WARREN	045-018
45	WARREN	045-019
45	WARREN	045-020
45	WARREN	045-021
45	WARREN	045-023
45	WARREN	045-026
47	WASHINGTON	047-001
47	WASHINGTON	047-002
47	WASHINGTON	047-003
47	WASHINGTON	047-004 (2 Curves)
47	WASHINGTON	047-005
47	WASHINGTON	047-006 (2 Curves)
47	WASHINGTON	047-008
47	ROXBURY	047-009
47	ROXBURY	047-010
47	ROXBURY	047-011
47	ROXBURY	047-012
47	ROXBURY	047-013
47	ROXBURY	047-014
47	WOODBURY	047-015

Route Number	Town	Curve ID
47	WOODBURY	047-016
47	WOODBURY	047-017
47	WOODBURY	047-020
47	WOODBURY	047-021
47	WOODBURY	047-022
47	WOODBURY	047-023
53	BETHEL	053-001
53	BETHEL	053-002
53	BETHEL	053-003
53	BETHEL	053-004
53	REDDING	053-005
53	REDDING	053-007
53	REDDING	053-008
53	REDDING	053-009
53	REDDING	053-010
53	REDDING	053-011
53	REDDING	053-012
53	REDDING	053-013
53	REDDING	053-014
53	REDDING	053-015
53	REDDING	053-018
53	REDDING	053-019
53	REDDING	053-020
55	SHERMAN	055-001
55	SHERMAN	055-002
55	SHERMAN	055-003
55	SHERMAN	055-004
55	SHERMAN	055-005
55	SHERMAN	055-006
55	NEW MILFORD	055-007
55	NEW MILFORD	055-008
55	NEW MILFORD	055-009
55	NEW MILFORD	055-010
58	BETHEL	058-001
58	BETHEL	058-002
58	BETHEL	058-003
61	BETHLEHEM	061-001
61	BETHLEHEM	061-002
61	BETHLEHEM	061-003
61	WOODBURY	061-004
61	WOODBURY	061-005
61	WOODBURY	061-006
63	CORNWALL	063-001
63	SHARON	063-002
63	SALISBURY	063-003

Route Number	Town	Curve ID
63	SALISBURY	063-004
63	SALISBURY	063-005
64	WOODBURY	064-001
64	WOODBURY	064-002
64	WOODBURY	064-003
64	WOODBURY	064-004
64	MIDDLEBURY	064-006
64	MIDDLEBURY	064-007
64	MIDDLEBURY	064-008
67	ROXBURY	067-001
67	ROXBURY	067-003
67	ROXBURY	067-004
67	ROXBURY	067-005
67	ROXBURY	067-006
67	ROXBURY	067-007
67	ROXBURY	067-008
67	ROXBURY	067-009
67	ROXBURY	067-010
67	ROXBURY	067-012
67	ROXBURY	067-013
67	ROXBURY	067-014
67	ROXBURY	067-015
67	ROXBURY	067-016
67	ROXBURY	067-017
67	ROXBURY	067-018
67	ROXBURY	067-019
67	ROXBURY	067-020
67	ROXBURY	067-021
67	ROXBURY	067-022
67	ROXBURY	067-023
67	SOUTHBURY	067-025
67	SOUTHBURY	067-026
67	SOUTHBURY	067-027
67	SOUTHBURY	067-028
67	SOUTHBURY	067-029
67	SOUTHBURY	067-030
67	SOUTHBURY	067-031
67	OXFORD	067-032 (2 Curves)
67	OXFORD	067-033
68	PROSPECT	068-001
68	PROSPECT	068-002
72	HARWINTON	072-001
72	HARWINTON	072-002
72	HARWINTON	072-003
72	HARWINTON	072-004

Route Number	Town	Curve ID
72	HARWINTON	072-005
72	HARWINTON	072-008
72	HARWINTON	072-009
72	HARWINTON	072-011 (2 Curves)
72	HARWINTON	072-012 (2 Curves)
72	PLYMOUTH	072-013
72	PLYMOUTH	072-014
72	PLYMOUTH	072-015
84	DANBURY	084-004
84	DANBURY	084-006
84	NEWTOWN	084-010
84	NEWTOWN	084-012
84	SOUTHBURY	084-016
84	SOUTHBURY	084-019
84	SOUTHBURY	084-022
84	SOUTHBURY	084-023 (2 Curves)
84	WATERBURY	084-026
84	WATERBURY	084-028
84	WATERBURY	084-029
84	WATERBURY	084-030
84	WATERBURY	084-037
84	WATERBURY	084-039
84	WATERBURY	084-040
84	WATERBURY	084-041
84	WATERBURY	084-042
84	WATERBURY	084-047
84	WATERBURY	084-048
84	WATERBURY	084-051
84	WATERBURY	084-052
84	WATERBURY	084-053
84	WATERBURY	084-054
84	NEWTOWN	084-062
84	NEWTOWN	084-063 (2 Curves)
84	NEWTOWN	084-065
84	NEWTOWN	084-066
84	NEWTOWN	084-067
84	NEWTOWN	084-068
84	DANBURY	084-071
84	DANBURY	084-072
84	DANBURY	084-074 (2 Curves)
84	DANBURY	084-075
84	DANBURY	084-076
84	DANBURY	084-079
84	DANBURY	084-080
84	DANBURY	084-081

Route Number	Town	Curve ID
102	RIDGEFIELD	102-001
102	RIDGEFIELD	102-002 (2 Curves)
102	RIDGEFIELD	102-003
102	RIDGEFIELD	102-005 (2 Curves)
102	RIDGEFIELD	102-007
102	RIDGEFIELD	102-008
102	RIDGEFIELD	102-009
102	RIDGEFIELD	102-010
102	RIDGEFIELD	102-011
102	RIDGEFIELD	102-012
102	RIDGEFIELD	102-013
102	RIDGEFIELD	102-014
102	RIDGEFIELD	102-015
102	RIDGEFIELD	102-016
102	RIDGEFIELD	102-017
102	RIDGEFIELD	102-018
102	RIDGEFIELD	102-019
107	REDDING	107-002
107	REDDING	107-003
107	REDDING	107-005
107	REDDING	107-006
107	REDDING	107-007 (2 Curves)
107	REDDING	107-009
107	REDDING	107-010
107	REDDING	107-011 (2 Curves)
107	REDDING	107-012
107	REDDING	107-013
107	REDDING	107-014
107	REDDING	107-015
109	NEW MILFORD	109-001
109	NEW MILFORD	109-002
109	NEW MILFORD	109-003 (3 Curves)
109	NEW MILFORD	109-004 (3 Curves)
109	WASHINGTON	109-005
109	WASHINGTON	109-006
109	MORRIS	109-007
109	MORRIS	109-008
109	MORRIS	109-009
109	MORRIS	109-010
109	MORRIS	109-011
109	MORRIS	109-012
109	MORRIS	109-013
109	MORRIS	109-014
109	MORRIS	109-015
109	MORRIS	109-016

Route Number	Town	Curve ID
109	THOMASTON	109-019
109	THOMASTON	109-020
109	THOMASTON	109-021
109	THOMASTON	109-022
109	THOMASTON	109-023
109	THOMASTON	109-024
109	THOMASTON	109-025
112	SALISBURY	112-001
112	SALISBURY	112-002
112	SALISBURY	112-003
112	SALISBURY	112-004
112	SALISBURY	112-005
112	SALISBURY	112-006
116	RIDGEFIELD	116-001
116	RIDGEFIELD	116-002
116	RIDGEFIELD	116-003 (2 Curves)
116	RIDGEFIELD	116-004
116	RIDGEFIELD	116-005
116	RIDGEFIELD	116-006 (2 Curves)
116	RIDGEFIELD	116-007
118	LITCHFIELD	118-002
118	LITCHFIELD	118-003
118	LITCHFIELD	118-004
118	LITCHFIELD	118-005
118	LITCHFIELD	118-006
118	LITCHFIELD	118-007
118	HARWINTON	118-008
118	HARWINTON	118-009
125	CORNWALL	125-001
125	CORNWALL	125-002
126	CANAAN	126-001
126	CANAAN	126-002
126	CANAAN	126-003
126	CANAAN	126-004
126	CANAAN	126-005
128	CORNWALL	128-003
128	CORNWALL	128-004
128	CORNWALL	128-005
132	BETHLEHEM	132-001 (2 Curves)
132	BETHLEHEM	132-002
132	BETHLEHEM	132-003
132	WOODBURY	132-004
132	WOODBURY	132-005
132	WOODBURY	132-006
132	WOODBURY	132-007

Route Number	Town	Curve ID
132	WOODBURY	132-008
132	WOODBURY	132-009
133	BROOKFIELD	133-002
133	BROOKFIELD	133-003
133	BROOKFIELD	133-004
133	BROOKFIELD	133-005
133	BROOKFIELD	133-006
133	BROOKFIELD	133-007
133	BROOKFIELD	133-009
133	BROOKFIELD	133-010
133	BROOKFIELD	133-012
133	BROOKFIELD	133-013
159	SUFFIELD	159-001
159	SUFFIELD	159-002
167	SIMSBURY	167-001
167	SIMSBURY	167-002
167	AVON	167-003
168	SUFFIELD	168-002
168	SUFFIELD	168-003
168	SUFFIELD	168-004
168	SUFFIELD	168-005
172	SOUTHBURY	172-001
177	AVON	177-001 (2 Curves)
177	CANTON	177-002
179	HARTLAND	179-001
179	BARKHAMSTED	179-002
179	BARKHAMSTED	179-003
179	BARKHAMSTED	179-004
179	CANTON	179-005
179	CANTON	179-006
179	CANTON	179-007
179	CANTON	179-010
179	CANTON	179-011
179	CANTON	179-013
179	CANTON	179-014
179	CANTON	179-015
179	CANTON	179-016
179	CANTON	179-017
179	CANTON	179-018
179	BURLINGTON	179-019
179	BURLINGTON	179-020
181	BARKHAMSTED	181-003
181	BARKHAMSTED	181-004 (2 Curves)
181	BARKHAMSTED	181-006
181	BARKHAMSTED	181-007

Route Number	Town	Curve ID
181	BARKHAMSTED	181-008
181	BARKHAMSTED	181-009
182	NORFOLK	182-001 (2 Curves)
182	NORFOLK	182-002
182	NORFOLK	182-003
182	COLEBROOK	182-004
182	COLEBROOK	182-005
182A	COLEBROOK	182A-001
183	COLEBROOK	183-001
183	COLEBROOK	183-002
183	COLEBROOK	183-003
183	COLEBROOK	183-004
183	COLEBROOK	183-005
183	WINCHESTER	183-009
183	WINCHESTER	183-010
183	WINCHESTER	183-011
183	WINCHESTER	183-012
183	WINCHESTER	183-013
183	WINCHESTER	183-014
185	SIMSBURY	185-001
185	SIMSBURY	185-002
187	SUFFIELD	187-001
187	EAST GRANBY	187-002
187	EAST GRANBY	187-003
188	SEYMOUR	188-002
188	SEYMOUR	188-003
188	SOUTHBURY	188-006
188	MIDDLEBURY	188-007
188	MIDDLEBURY	188-008
188	MIDDLEBURY	188-009 (2 Curves)
188	MIDDLEBURY	188-010 (2 Curves)
188	MIDDLEBURY	188-012
189	GRANBY	189-001
189	GRANBY	189-004
189	GRANBY	189-007
189	GRANBY	189-008
189	GRANBY	189-011
189	GRANBY	189-012
189	GRANBY	189-013
189	GRANBY	189-014
189	GRANBY	189-015
189	GRANBY	189-016
189	GRANBY	189-017
189	GRANBY	189-018
189	GRANBY	189-020

Route Number	Town	Curve ID
190	SUFFIELD	190-001
190	SUFFIELD	190-002
199	WASHINGTON	199-001 (2 Curves)
199	WASHINGTON	199-002
199	WASHINGTON	199-003
199	WASHINGTON	199-004
199	ROXBURY	199-005
199	ROXBURY	199-006
199	ROXBURY	199-007
202	NEW MILFORD	202-002
202	WASHINGTON/LITCHFIELD	202-003
202	LITCHFIELD	202-004
202	LITCHFIELD	202-006
202	LITCHFIELD	202-007
202	TORRINGTON	202-008
202	GRANBY	202-010
209	MORRIS	209-001 (2 Curves)
209	MORRIS	209-002
219	GRANBY	219-001
219	BARKHAMSTED	219-002
219	BARKHAMSTED	219-003
219	BARKHAMSTED	219-004
219	BARKHAMSTED	219-005
219	BARKHAMSTED	219-006
219	BARKHAMSTED	219-007
219	NEW HARTFORD	219-011 (2 Curves)
219	NEW HARTFORD	219-012 (2 Curves)
219	NEW HARTFORD	219-013
219	NEW HARTFORD	219-014 (2 Curves)
219	NEW HARTFORD	219-015 (3 Curves)
219	NEW HARTFORD	219-016
219	NEW HARTFORD	219-017
219	NEW HARTFORD	219-018
219	NEW HARTFORD	219-019
219	NEW HARTFORD	219-020
222	HARWINTON	222-001
222	HARWINTON	222-002
222	HARWINTON	222-003
222	HARWINTON	222-004
222	HARWINTON	222-005
222	HARWINTON	222-006
222	HARWINTON	222-007
222	HARWINTON	222-008
222	HARWINTON	222-009 (2 Curves)
222	THOMASTON	222-010

Route Number	Town	Curve ID
222	THOMASTON	222-011
222	THOMASTON	222-012
222	THOMASTON	222-013
222	THOMASTON	222-014
222	THOMASTON	222-015
243	ANSONIA	243-001
243	ANSONIA	243-002
243	ANSONIA	243-003
243	ANSONIA	243-004
243	ANSONIA	243-005
243	ANSONIA	243-006
243	ANSONIA	243-007
254	LITCHFIELD	254-002
254	LITCHFIELD	254-003 (2 Curves)
254	LITCHFIELD	254-004
262	PLYMOUTH	262-001 (2 Curves)
263	GOSHEN	263-001 (2 Curves)
263	GOSHEN	263-002
263	WINCHESTER	263-003
263	WINCHESTER	263-004
263	WINCHESTER	263-005
263	WINCHESTER	263-006
263	WINCHESTER	263-007
263	WINCHESTER	263-008
263	WINCHESTER	263-009
263	WINCHESTER	263-010
263	WINCHESTER	263-011
263	WINCHESTER	263-012
263	WINCHESTER	263-013
263	WINCHESTER	263-014
263	WINCHESTER	263-015
263	WINCHESTER	263-016 (2 Curves)
263	WINCHESTER	263-017
263	WINCHESTER	263-018
263	WINCHESTER	263-019
263	WINCHESTER	263-020
263	WINCHESTER	263-021
263	WINCHESTER	263-022
272	NORFOLK	272-001
272	NORFOLK	272-003
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272	NORFOLK	272-012

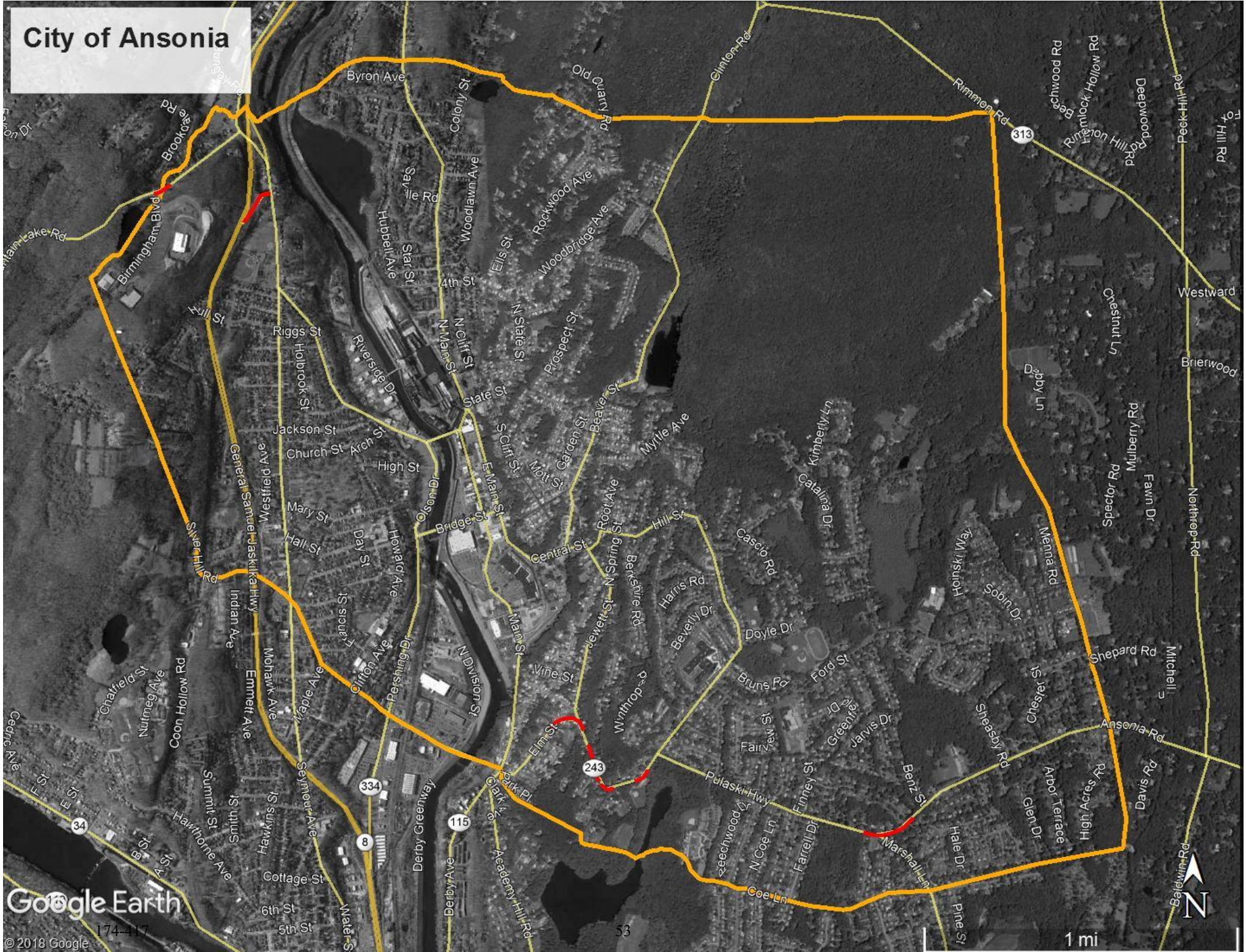
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272	NORFOLK	272-015 (2 Curves)
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272	NORFOLK	272-018
272	NORFOLK	272-019
272	NORFOLK	272-020
272	NORFOLK	272-021
272	NORFOLK	272-023
272	TORRINGTON	272-027
302	BETHEL	302-001 (2 Curves)
302	BETHEL	302-004 (2 Curves)
302	BETHEL	302-005
302	BETHEL	302-006
302	BETHEL	302-007
302	BETHEL	302-008
302	BETHEL	302-009
302	NEWTOWN	302-010
302	NEWTOWN	302-011
302	NEWTOWN	302-012
302	NEWTOWN	302-013
309	CANTON	309-001
309	CANTON	309-002
309	CANTON	309-003
309	CANTON	309-004
309	CANTON	309-005
309	SIMSBURY	309-011 (2 Curves)
309	SIMSBURY	309-012
313	SEYMOUR	313-001
313	SEYMOUR	313-002
313	SEYMOUR	313-003
313	SEYMOUR	313-004
313	SEYMOUR	313-006
315	SIMSBURY	315-001 (2 Curves)
317	ROXBURY	317-001 (2 Curves)
317	WOODBURY	317-002
317	WOODBURY	317-003
317	WOODBURY	317-004
317	WOODBURY	317-005
317	WOODBURY	317-006
317	WOODBURY	317-007
317	WOODBURY	317-008
317	WOODBURY	317-009
318	BARKHAMSTED	318-001 (3 Curves)
334	SEYMOUR	334-001 (3 Curves)

Route Number	Town	Curve ID
334	SEYMOUR	334-002
334	SEYMOUR	334-003
334	SEYMOUR	334-004
334	SEYMOUR	334-005
334	SEYMOUR	334-006
334	SEYMOUR	334-008
334	SEYMOUR	334-009
334	SEYMOUR	334-010
334	SEYMOUR	334-011
334	ANSONIA	334-012
341	KENT	341-001
341	KENT	341-004
341	KENT	341-005
341	KENT	341-006
341	WARREN	341-007
341	WARREN	341-009
341	WARREN	341-014
341	WARREN	341-015 (2 Curves)
341	WARREN	341-016
341	WASHINGTON	341-018
343	SHARON	343-003
361	SHARON	361-001
361	SHARON	361-002
361	SHARON	361-003
478	KENT	478-001
478	KENT	478-002
478	KENT	478-003
478	KENT	478-004 (2 Curves)
478	KENT	478-005
478	KENT	478-006
478	WARREN	478-007
478	WASHINGTON	478-008
478	WASHINGTON	478-009
478	WASHINGTON	478-010
478	WASHINGTON	478-011
478	WASHINGTON	478-012 (2 Curves)
478	WASHINGTON	478-013
478	WASHINGTON	478-014
478	WASHINGTON	478-015
478	WASHINGTON	478-016
478	WASHINGTON	478-017
478	WASHINGTON	478-018
478	WASHINGTON	478-019
478	WASHINGTON	478-020
478	WASHINGTON	478-021

Route Number	Town	Curve ID
478	WASHINGTON	478-022
478	WASHINGTON	478-023
478	WASHINGTON	478-024
478	WASHINGTON	478-025
478	WASHINGTON	478-026
478	WASHINGTON	478-027
478	WASHINGTON	478-028
478	WASHINGTON	478-029
478	WASHINGTON	478-030 (2 Curves)
481	NEW FAIRFIELD	481-001
481	NEW FAIRFIELD	481-002
481	NEW FAIRFIELD	481-003
486	OXFORD	486-001
486	OXFORD	486-002
487	SOUTHBURY	487-001
490	NEWTOWN	490-001 (2 Curves)
526	SUFFIELD	526-001
539	GRANBY	539-001
539	GRANBY	539-002
539	GRANBY	539-003
539	GRANBY	539-004
539	GRANBY	539-005
540	EAST GRANBY	540-001
540	EAST GRANBY	540-002
540	EAST GRANBY	540-003
540	EAST GRANBY	540-004
540	EAST GRANBY	540-005
727	DERBY	727-001
728	SEYMOUR	728-001
728	SEYMOUR	728-002
800	WINCHESTER	800-001
800	WINCHESTER	800-002
800	TORRINGTON	800-003
800	HARWINTON	800-004
816	NEWTOWN	816-001 (2 Curves)
816	NEWTOWN	816-002
816	NEWTOWN	816-003 (2 Curves)
816	NEWTOWN	816-004
816	NEWTOWN	816-005
816	NEWTOWN	816-006
819	HARTLAND	819-001
822	RIDGEFIELD	822-001
822	RIDGEFIELD	822-002
822	RIDGEFIELD	822-003
822	RIDGEFIELD	822-004 (3 Curves)

Route Number	Town	Curve ID
822	RIDGEFIELD	822-005
822	RIDGEFIELD	822-006 (2 Curves)
822	RIDGEFIELD	822-007 (2 Curves)
822	RIDGEFIELD	822-008
822	RIDGEFIELD	822-009
822	RIDGEFIELD	822-010
822	RIDGEFIELD	822-011
822	RIDGEFIELD	822-012
822	RIDGEFIELD	822-013
827	KENT	827-001
827	KENT	827-002
827	KENT	827-003
827	KENT	827-004
827	KENT	827-005
833	CANAAN	833-001
835	RIDGEFIELD	835-001
835	RIDGEFIELD	835-002
835	RIDGEFIELD	835-003
835	RIDGEFIELD	835-004
835	RIDGEFIELD	835-005
839	DANBURY	839-001
839	DANBURY	839-002
839	DANBURY	839-003
841	DANBURY	841-001
844	WATERNURY	844-001
848	THOMASTON	848-002
848	THOMASTON	848-003
848	THOMASTON	848-004
848	THOMASTON	848-005
848	THOMASTON	848-006
848	THOMASTON	848-007
867	BRIDGEWATER	867-002
867	BRIDGEWATER	867-003
867	BRIDGEWATER	867-004
867	BRIDGEWATER	867-005
867	BRIDGEWATER	867-006
867	BRIDGEWATER	867-007

City of Ansonia



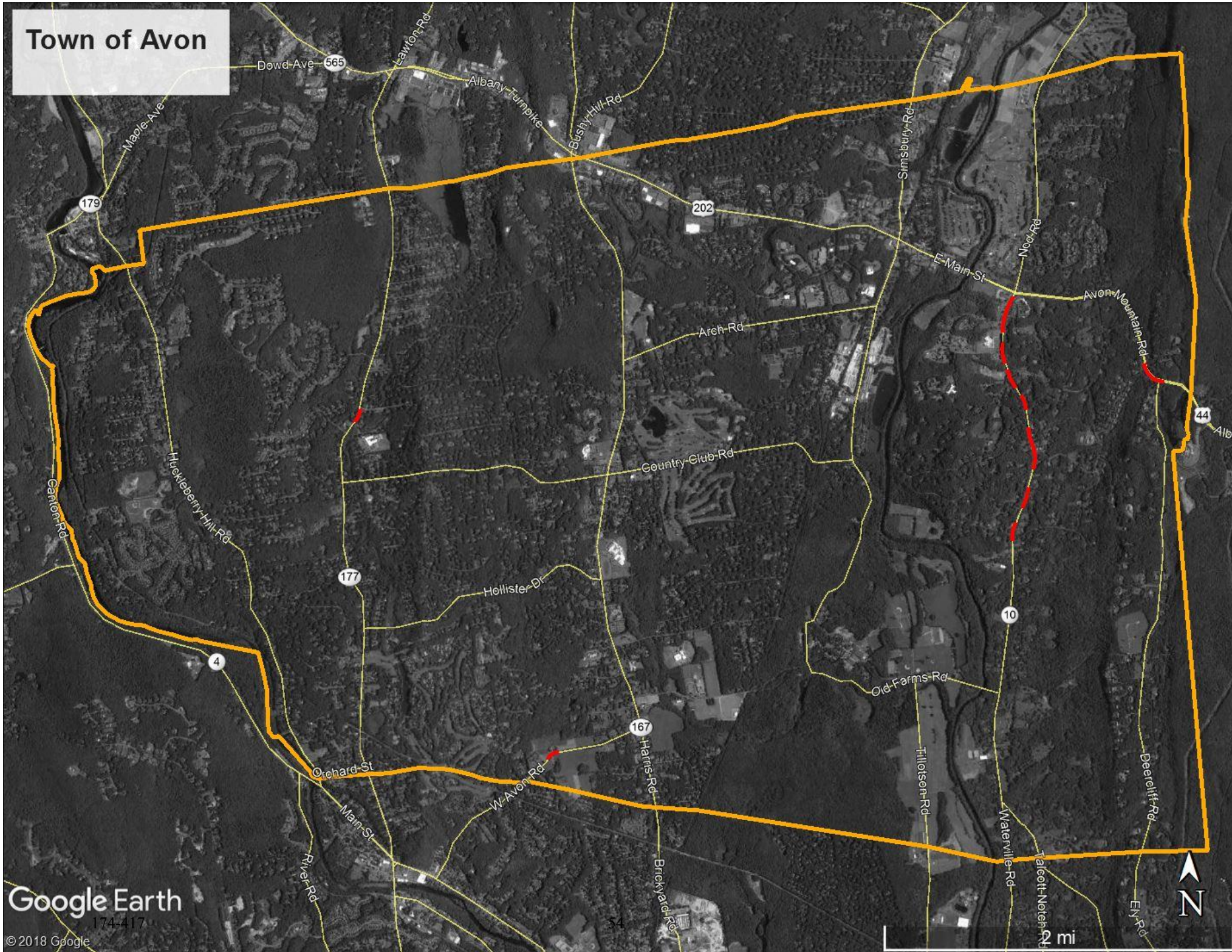
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53

1 mi

Town of Avon



Dowd Ave 565

Lawton Rd

Albany Turnpike

Busy Hill Rd

Simsbury Rd

Nook Rd

E Main St

Avon Mountain Rd

44

Arch Rd

Country Club Rd

Hollister Dr

177

Huckleberry Hill Rd

Cannon Rd

4

Old Farms Rd

10

Orchard St

W Avon Rd

167

Harris Rd

Tillotson Rd

Waterville Rd

Talcott Notch Rd

Deerfield Rd

EN Rd

Google Earth

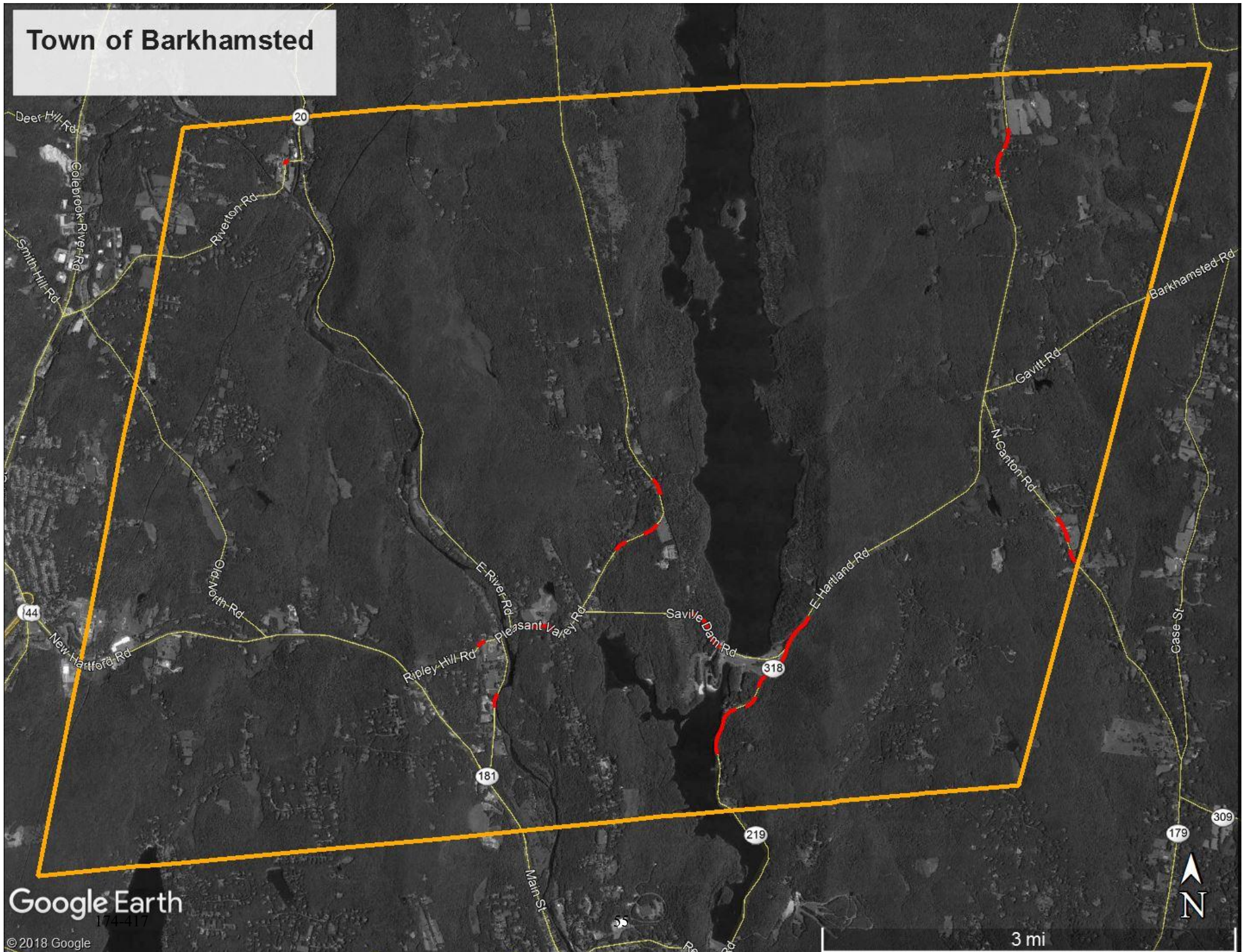
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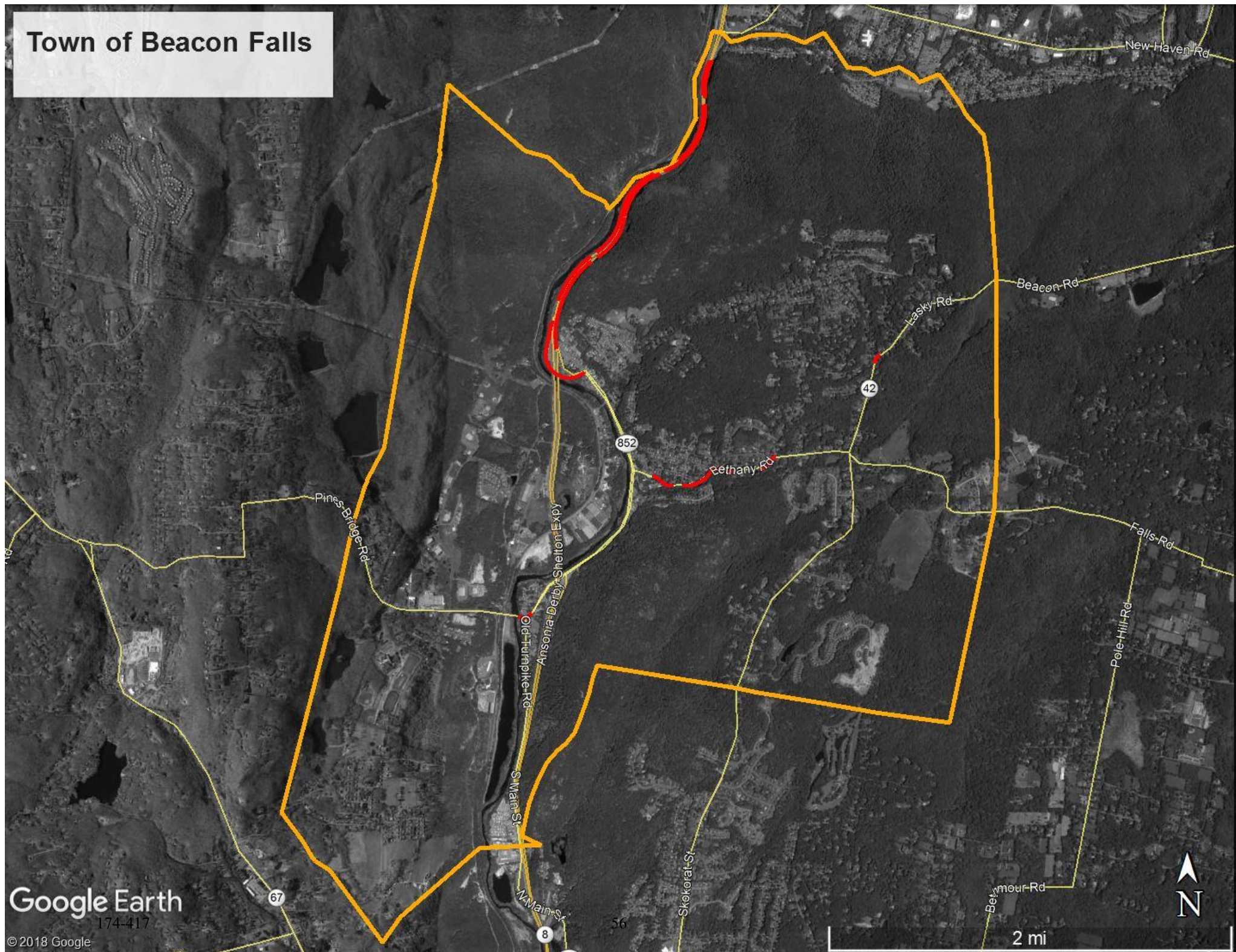


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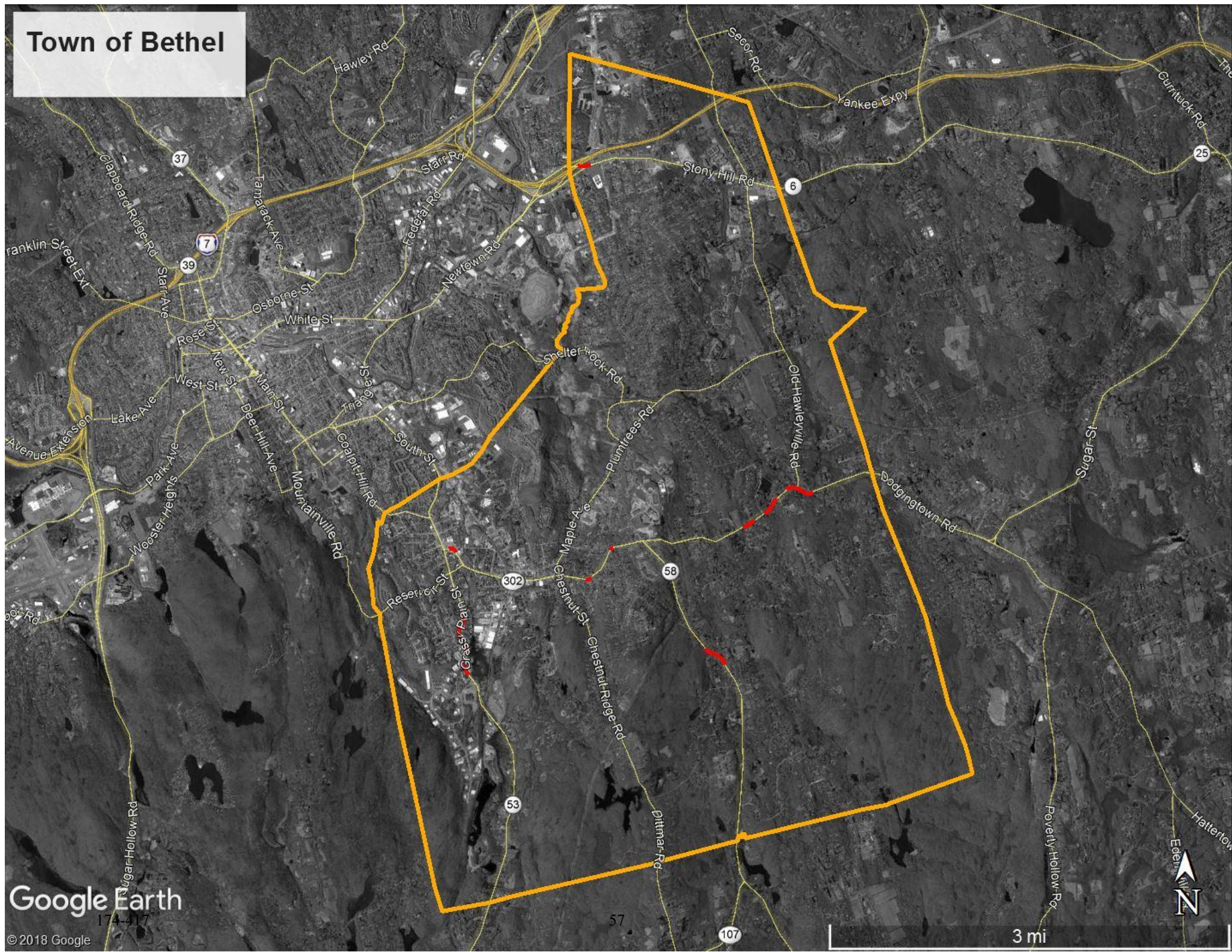
Town of Barkhamsted



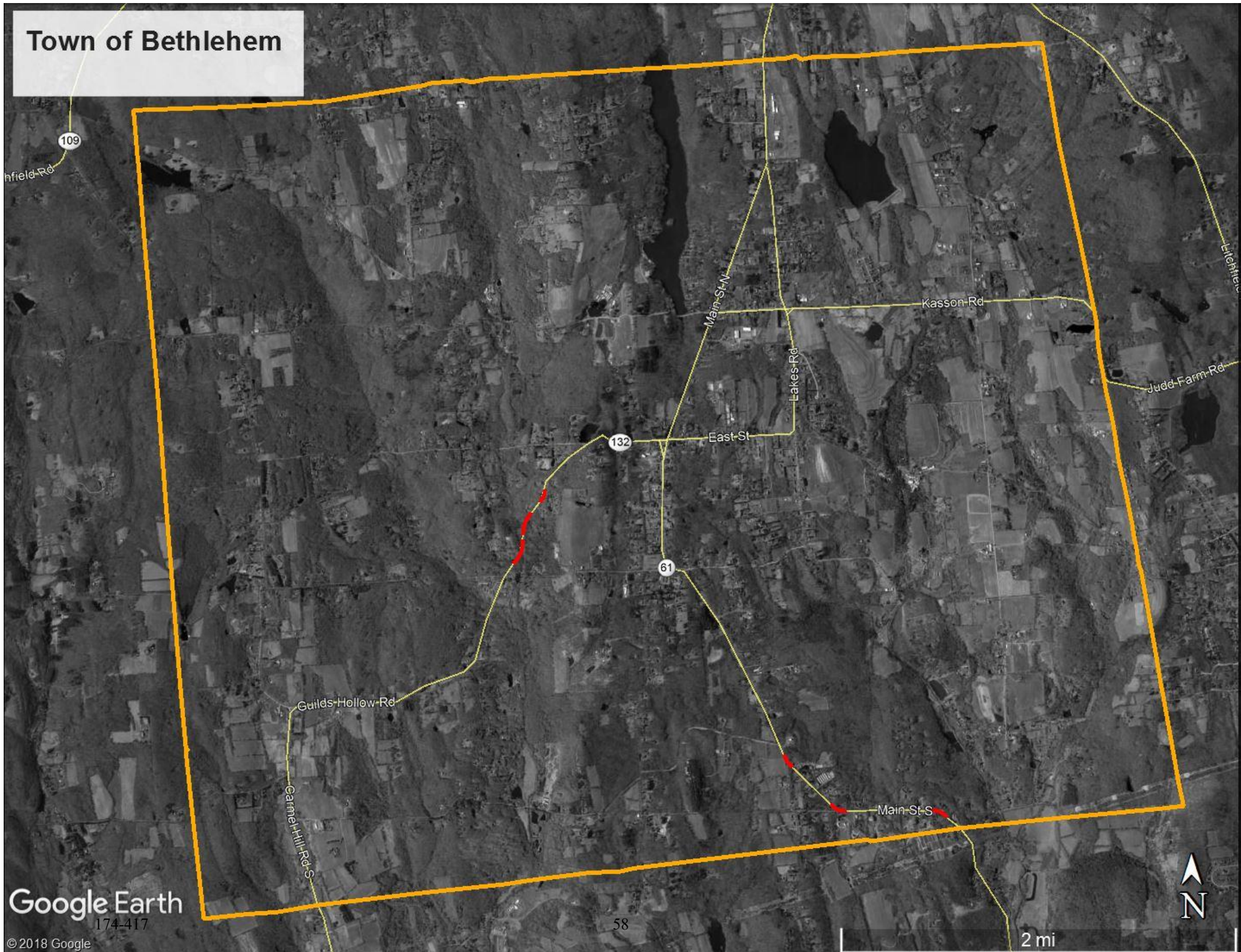
Town of Beacon Falls



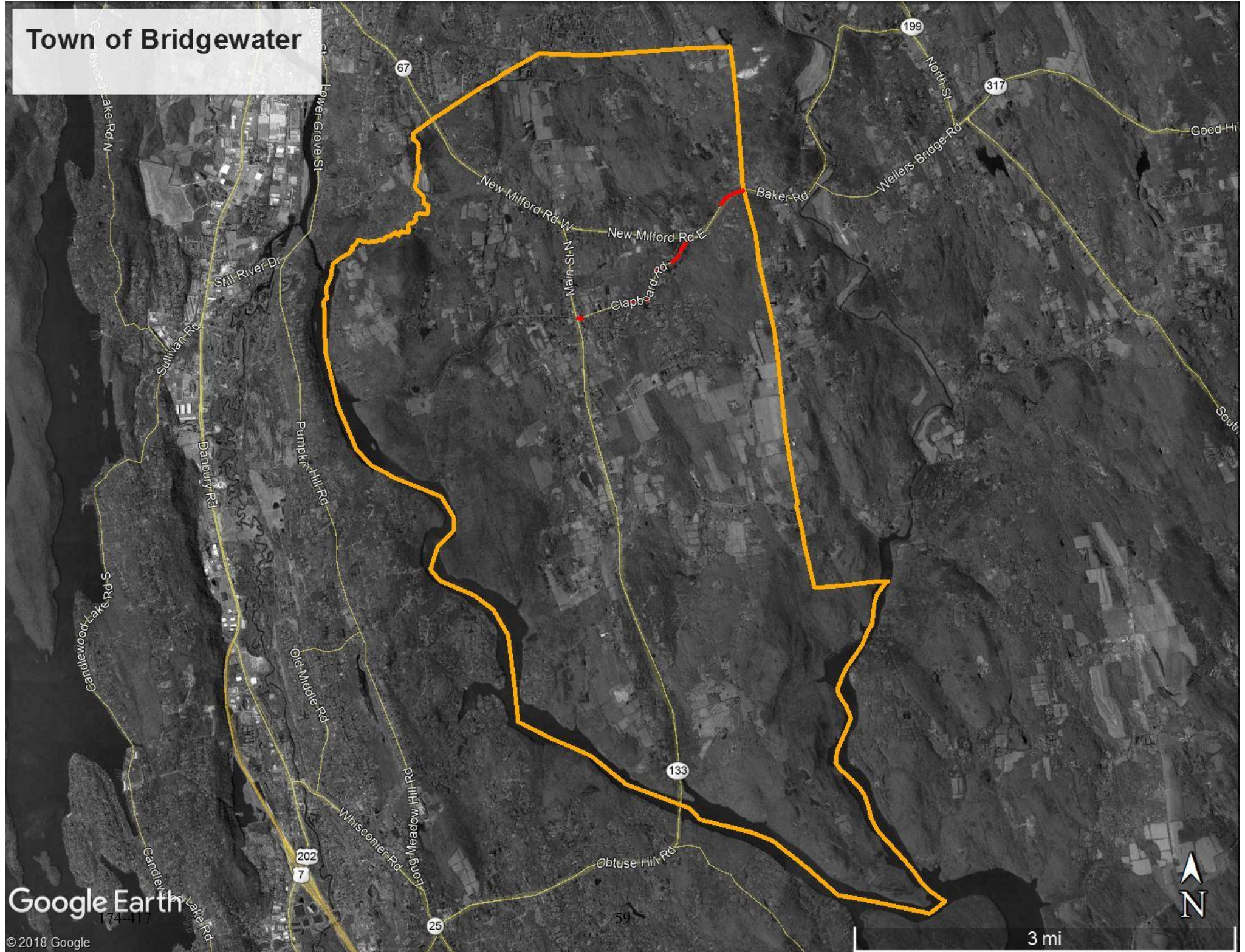
Town of Bethel



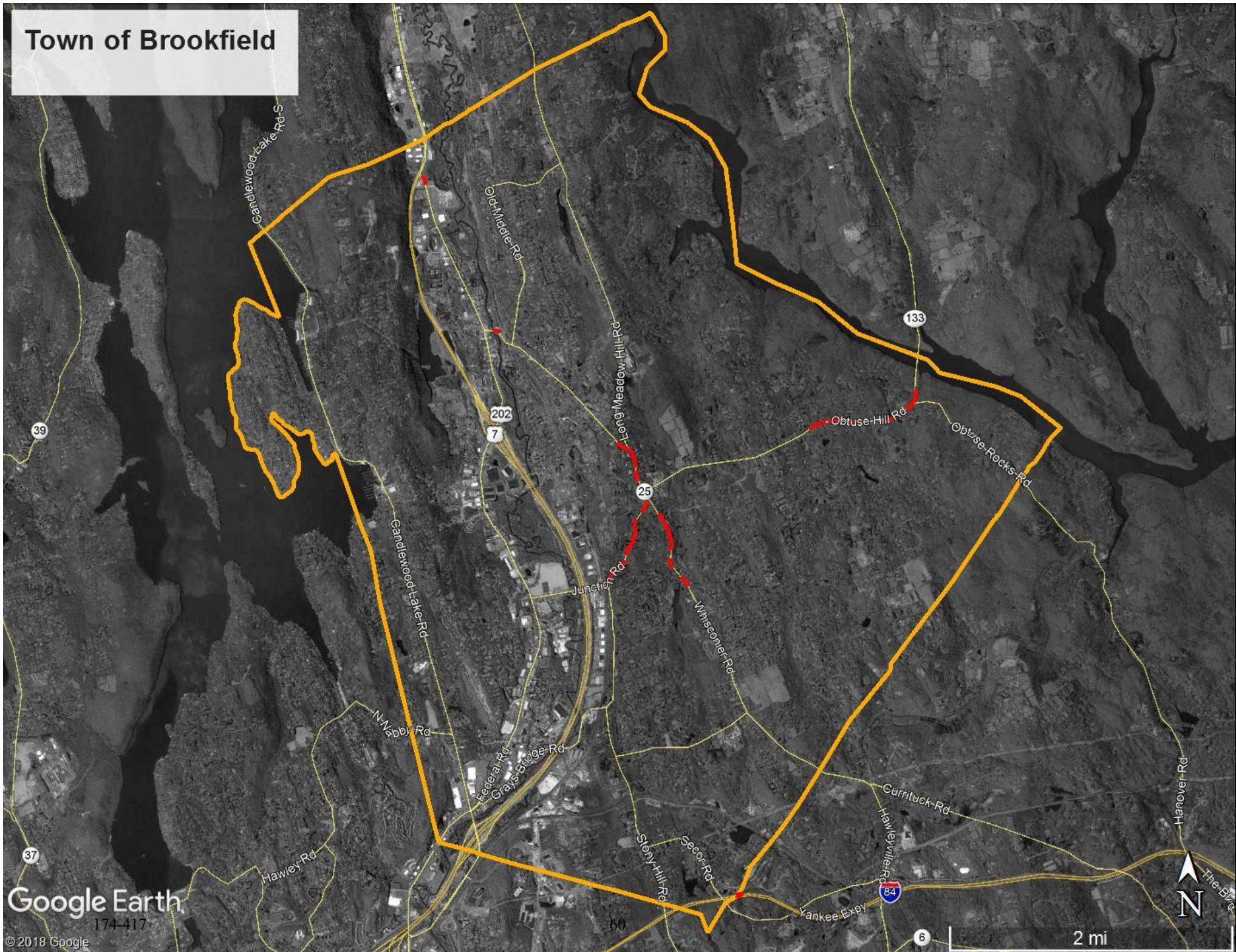
Town of Bethlehem



Town of Bridgewater



Town of Brookfield



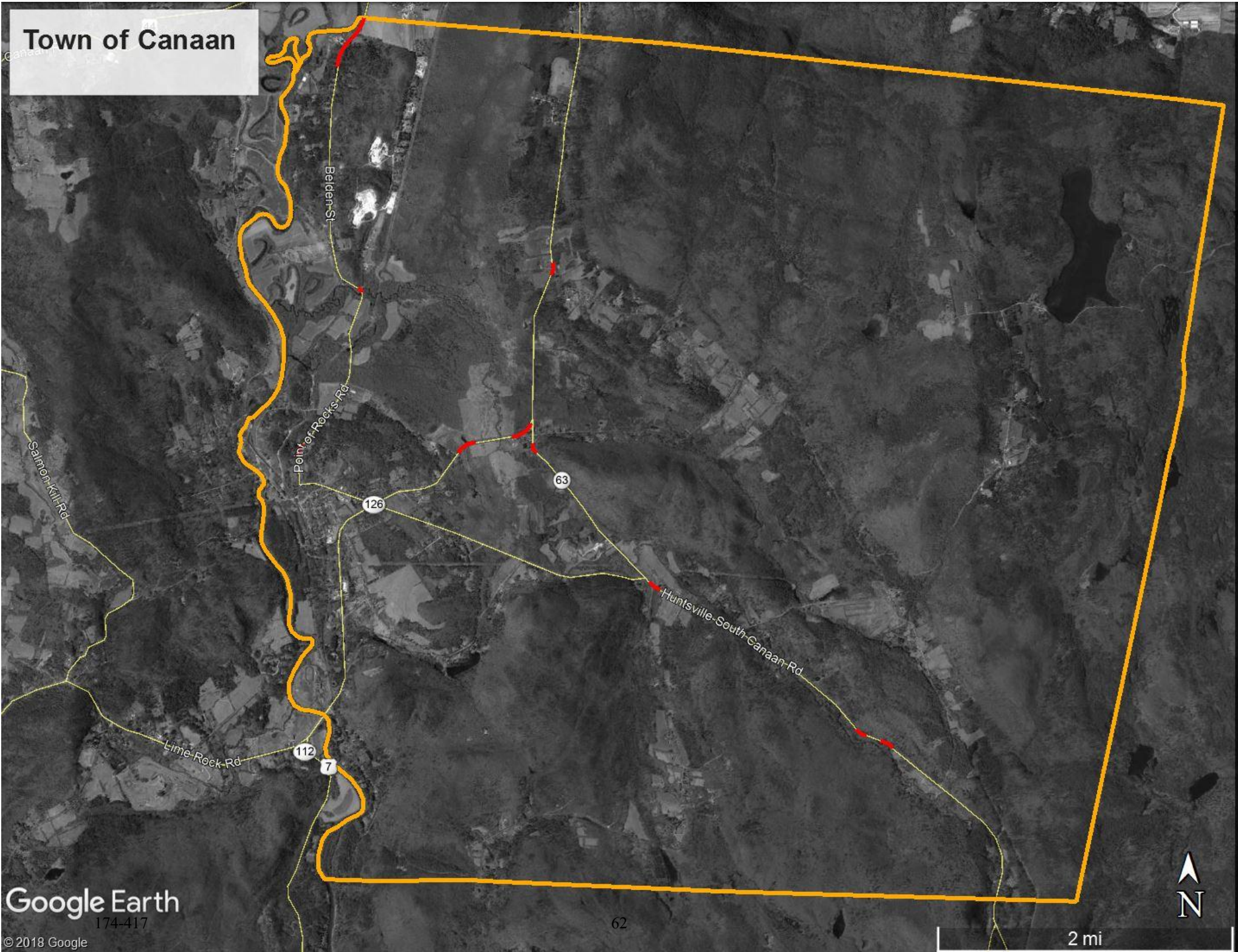
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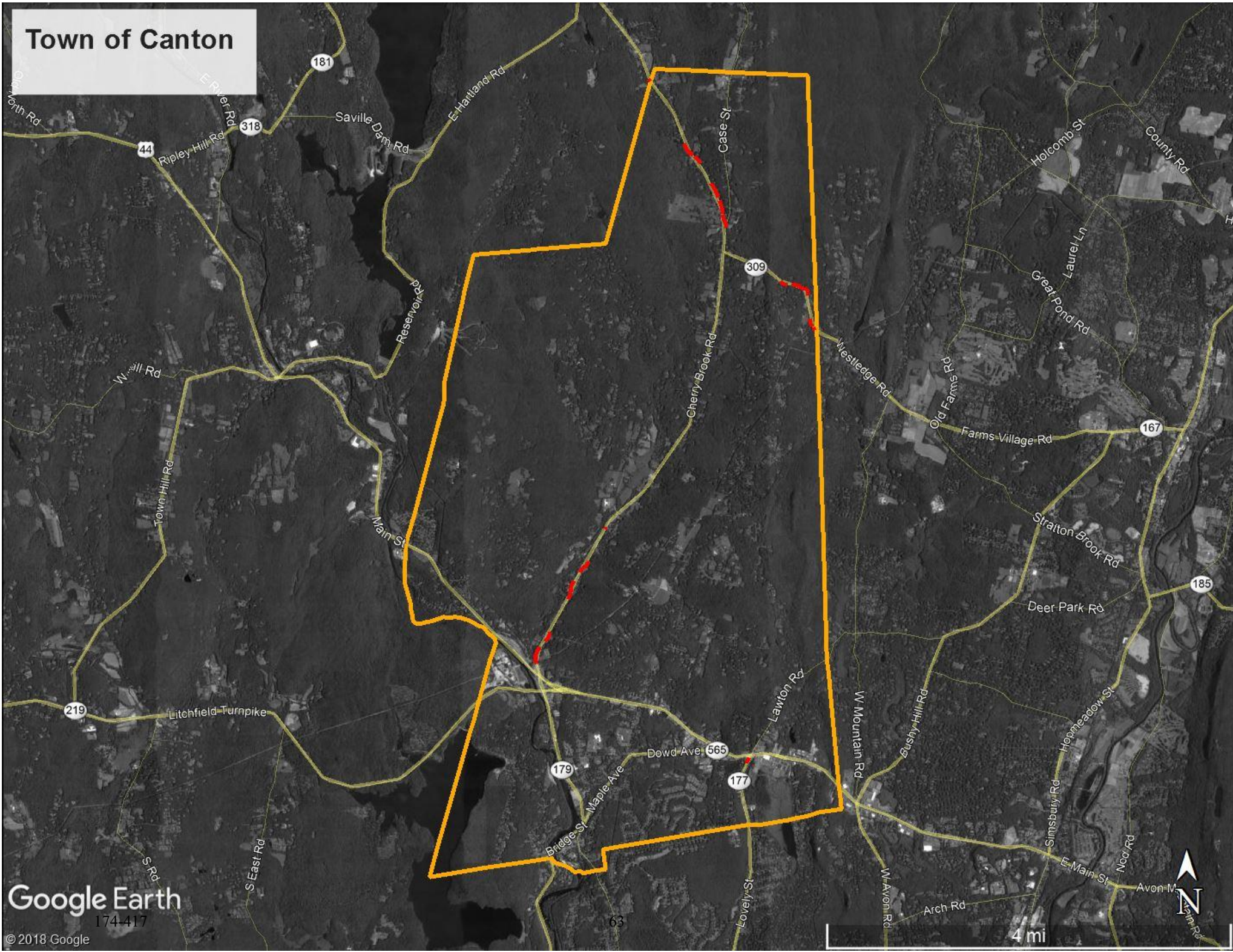
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2 mi

Town of Canaan



Town of Canton



Google Earth

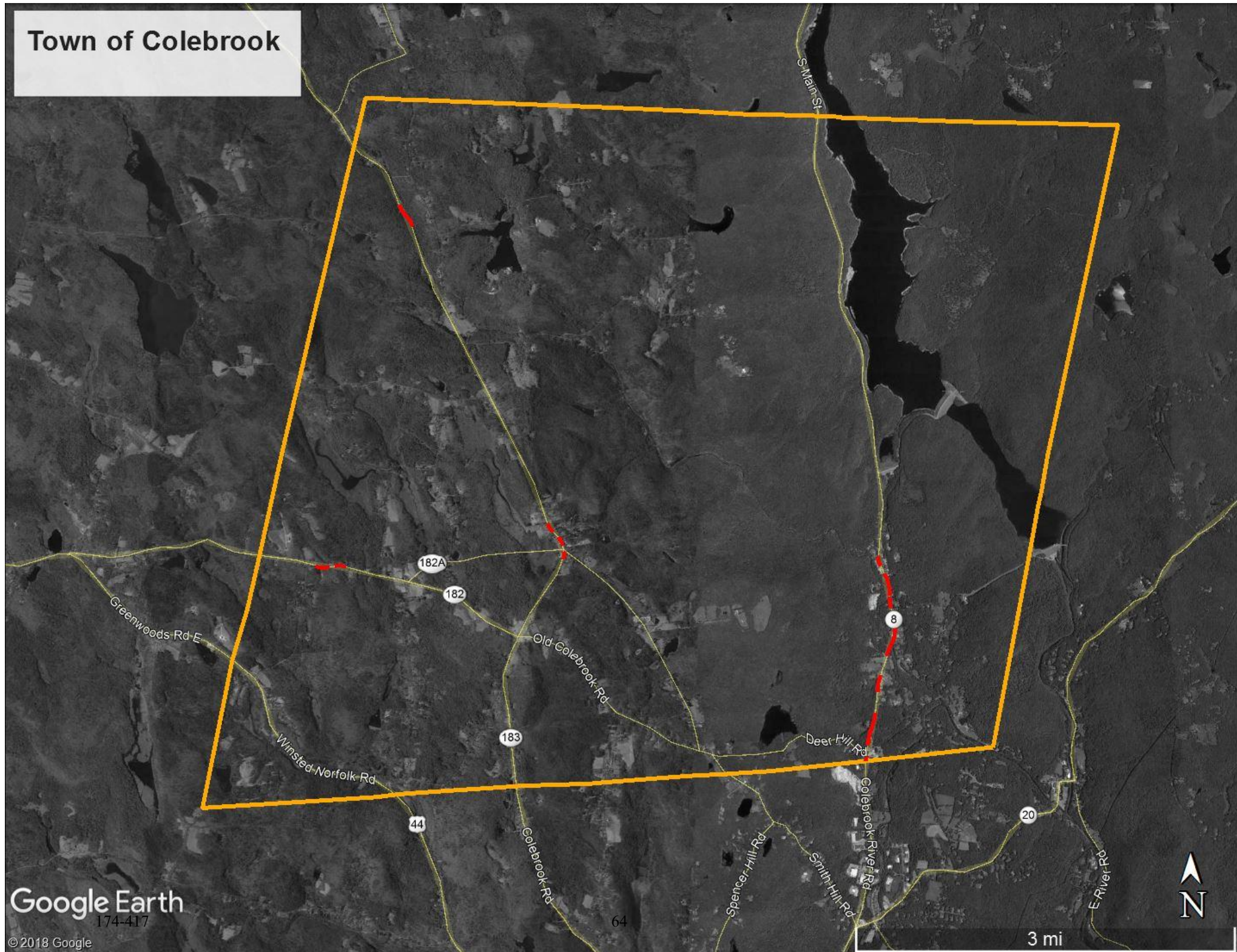
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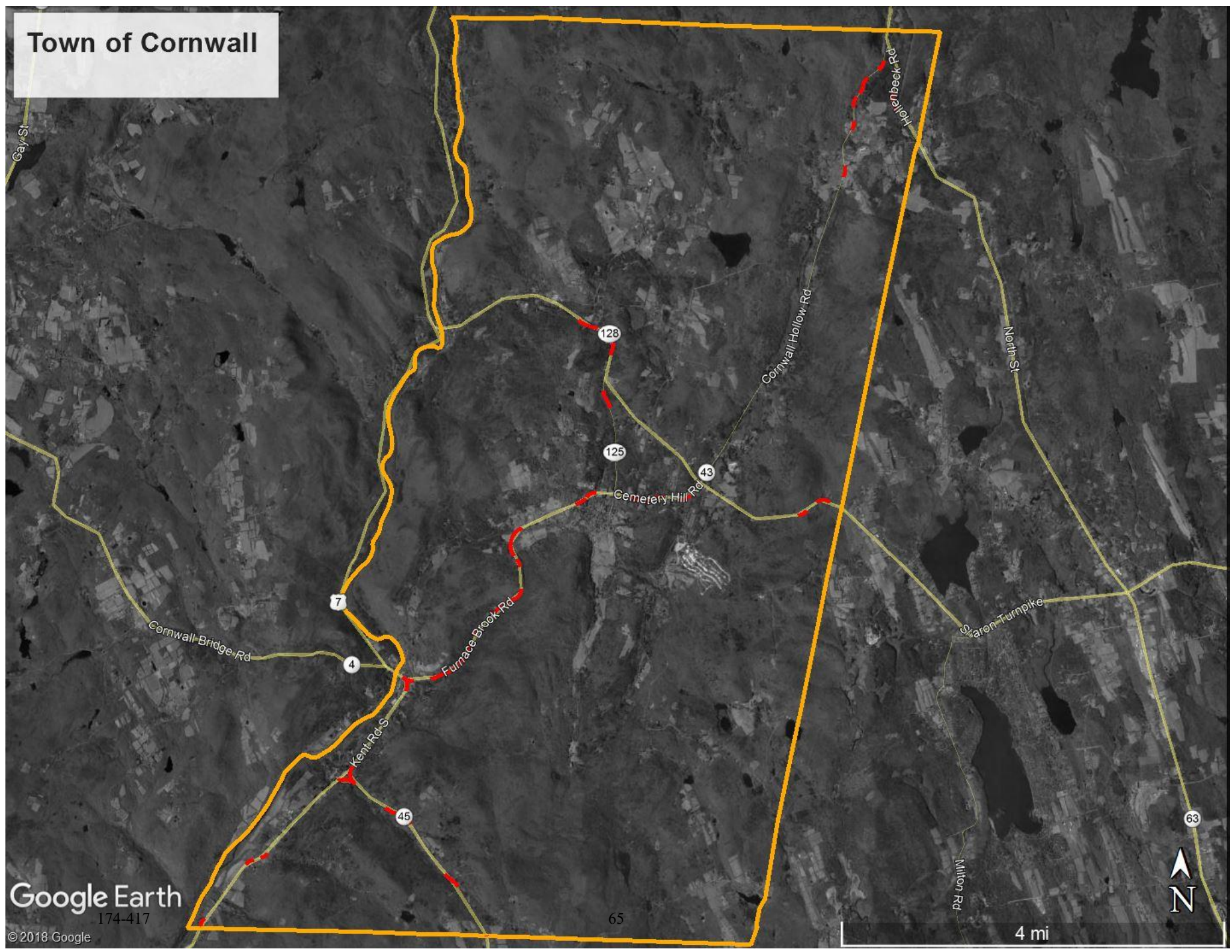
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4 mi

Town of Colebrook



Town of Cornwall



Google Earth

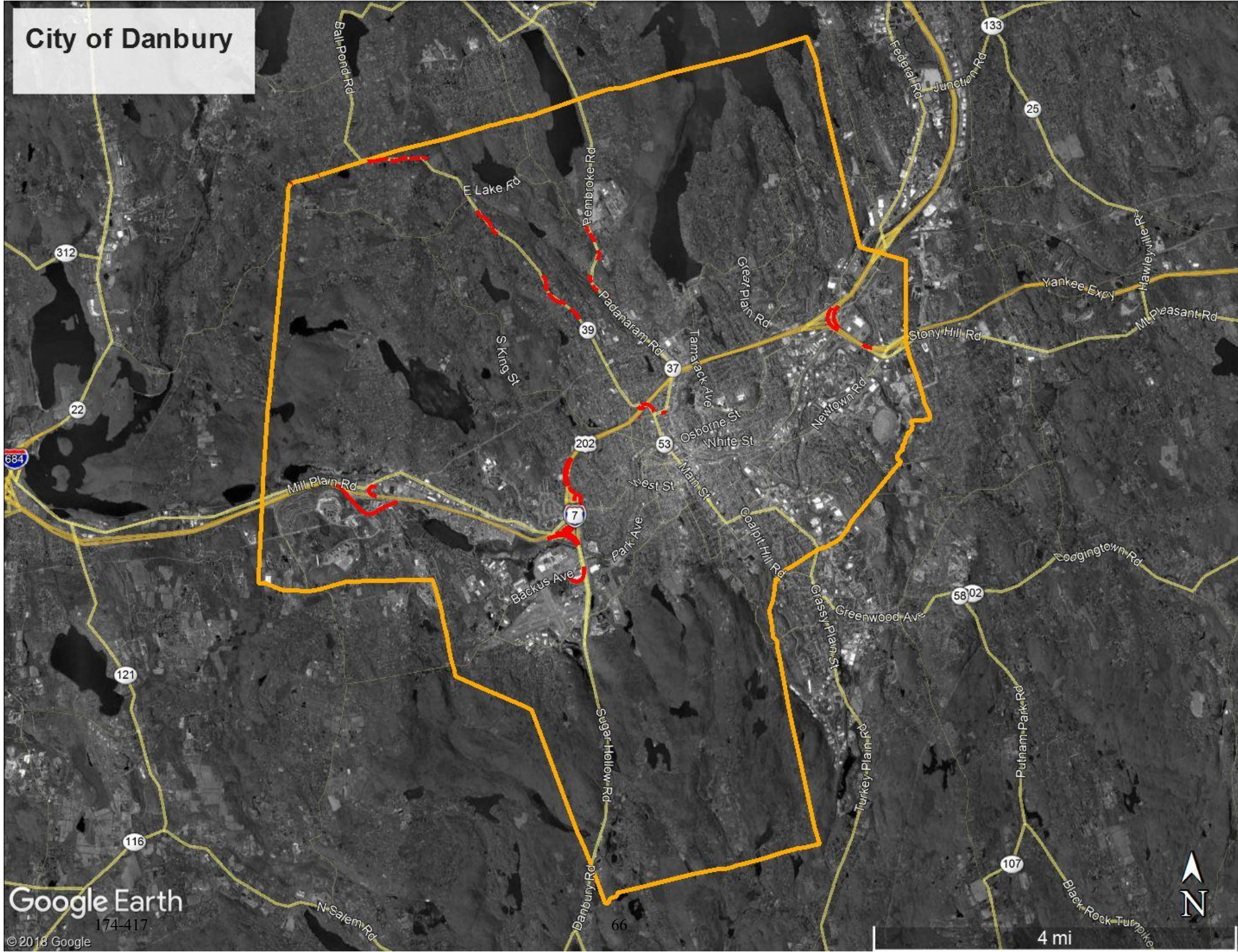
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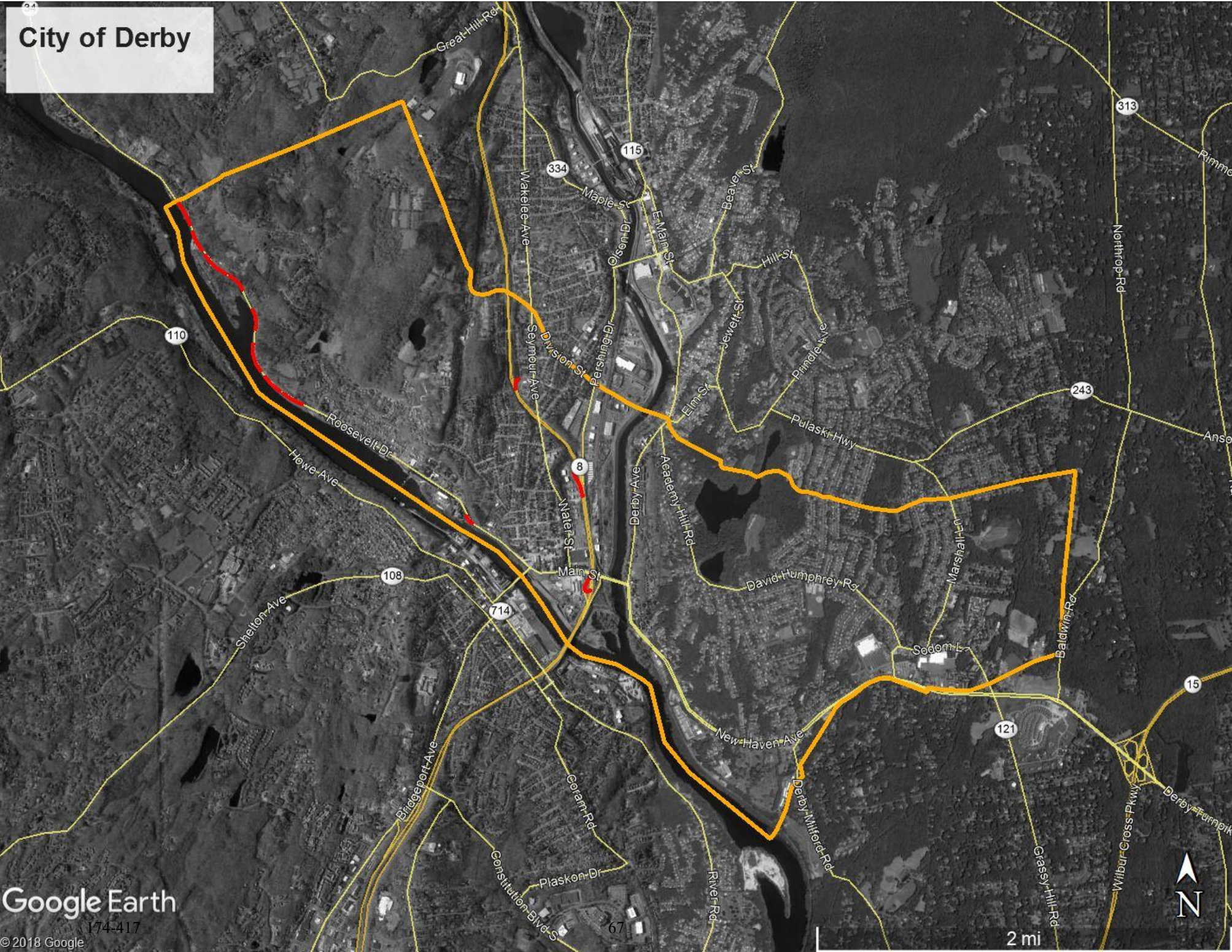


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City of Danbury



City of Derby

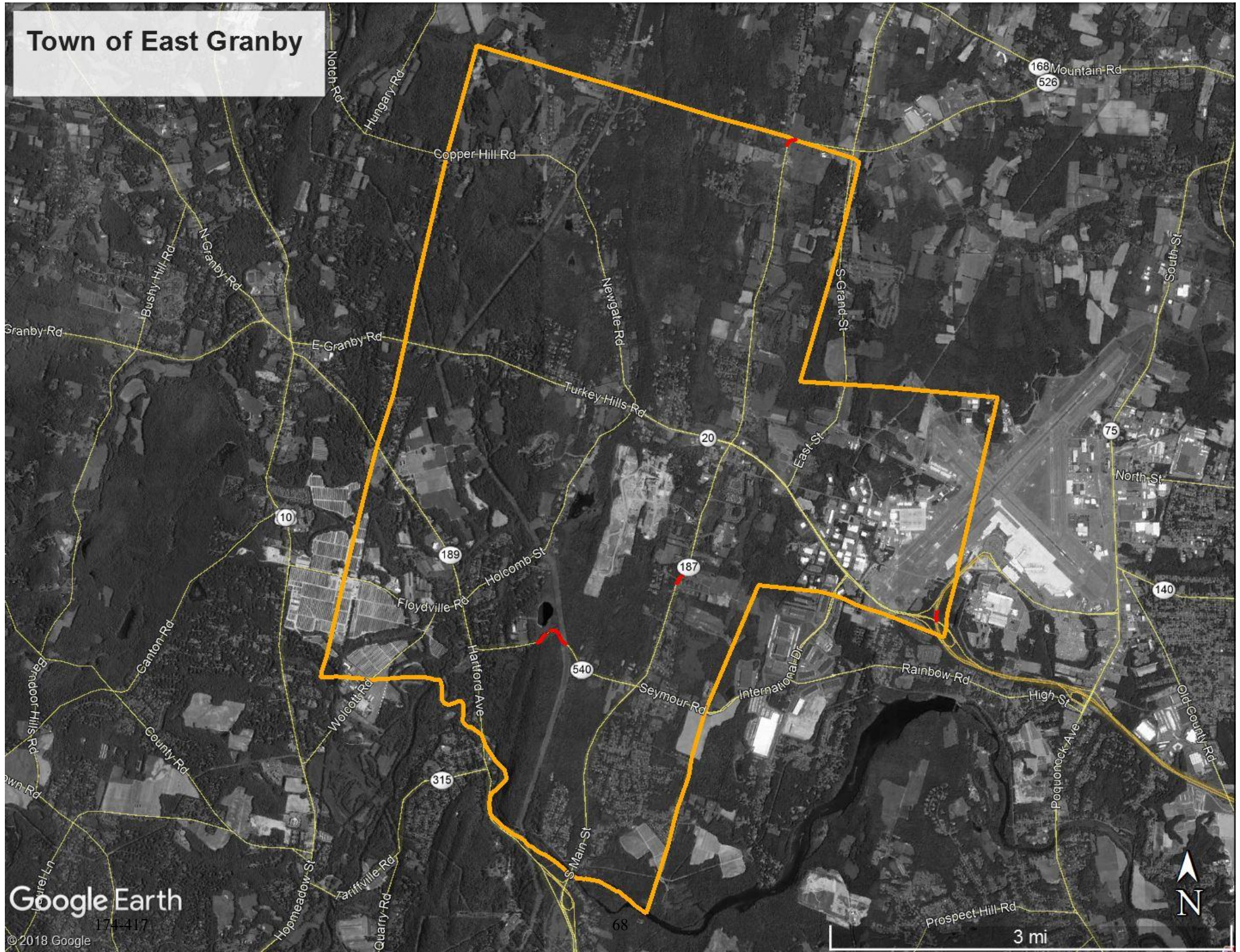


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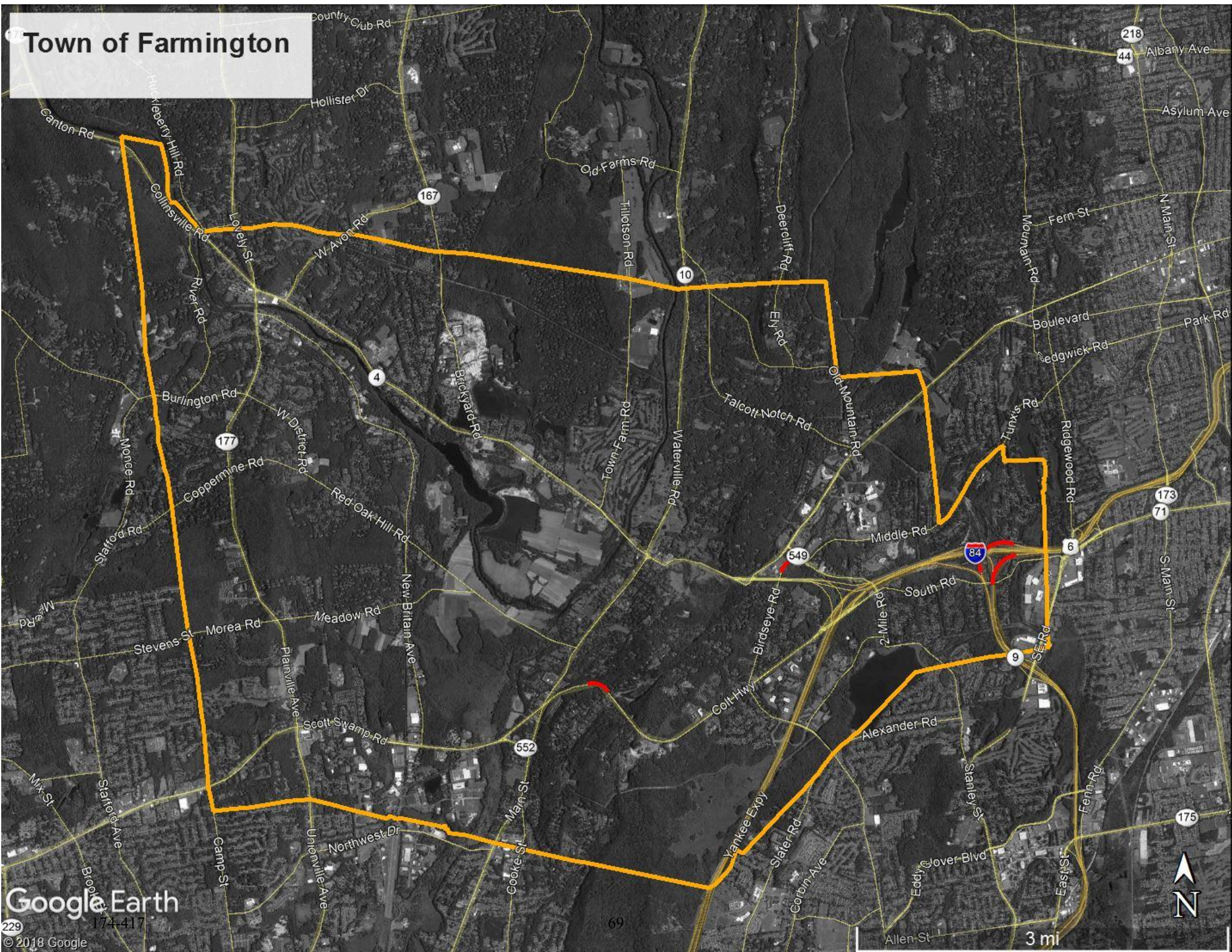
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2 mi

Town of East Granby

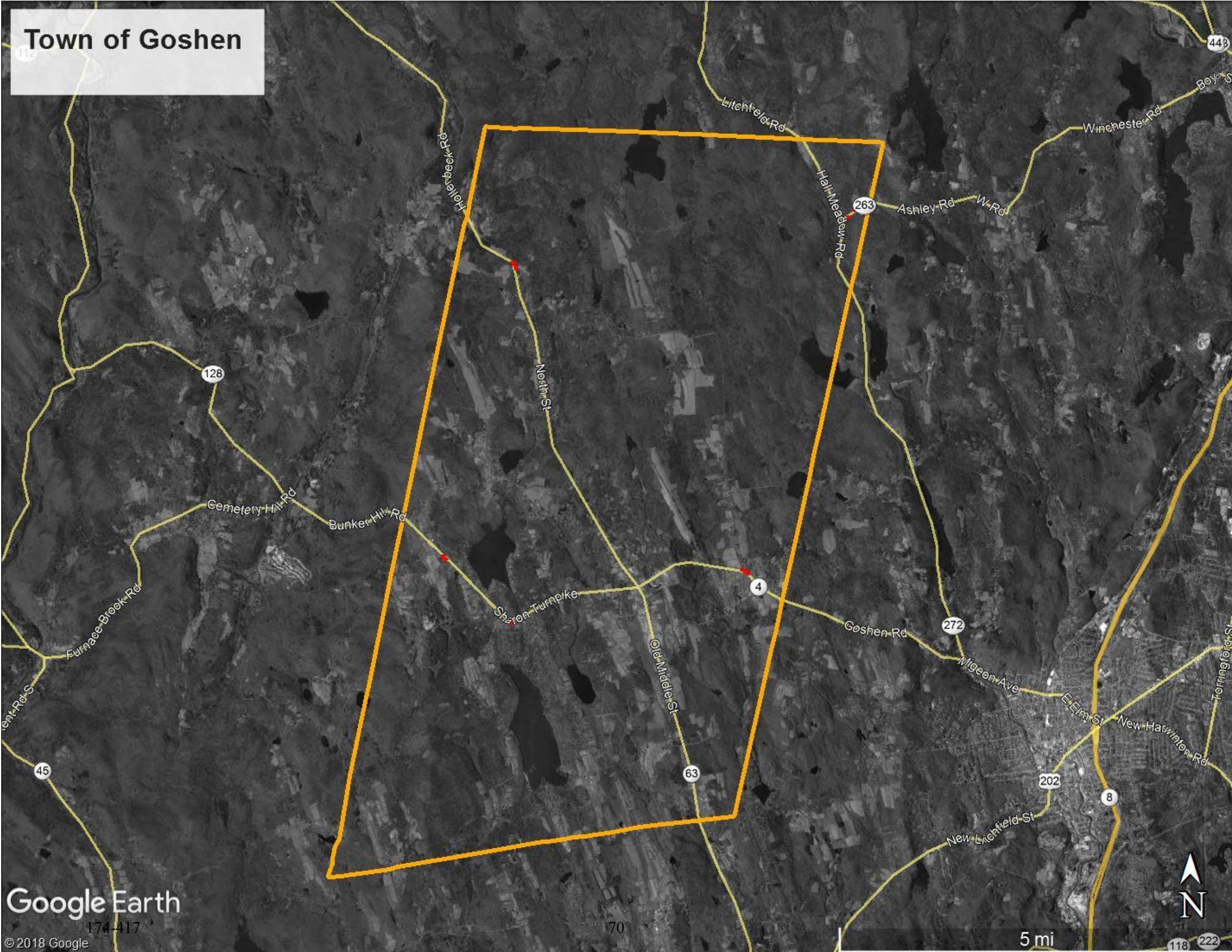


Town of Farmington



3 mi

Town of Goshen



Google Earth

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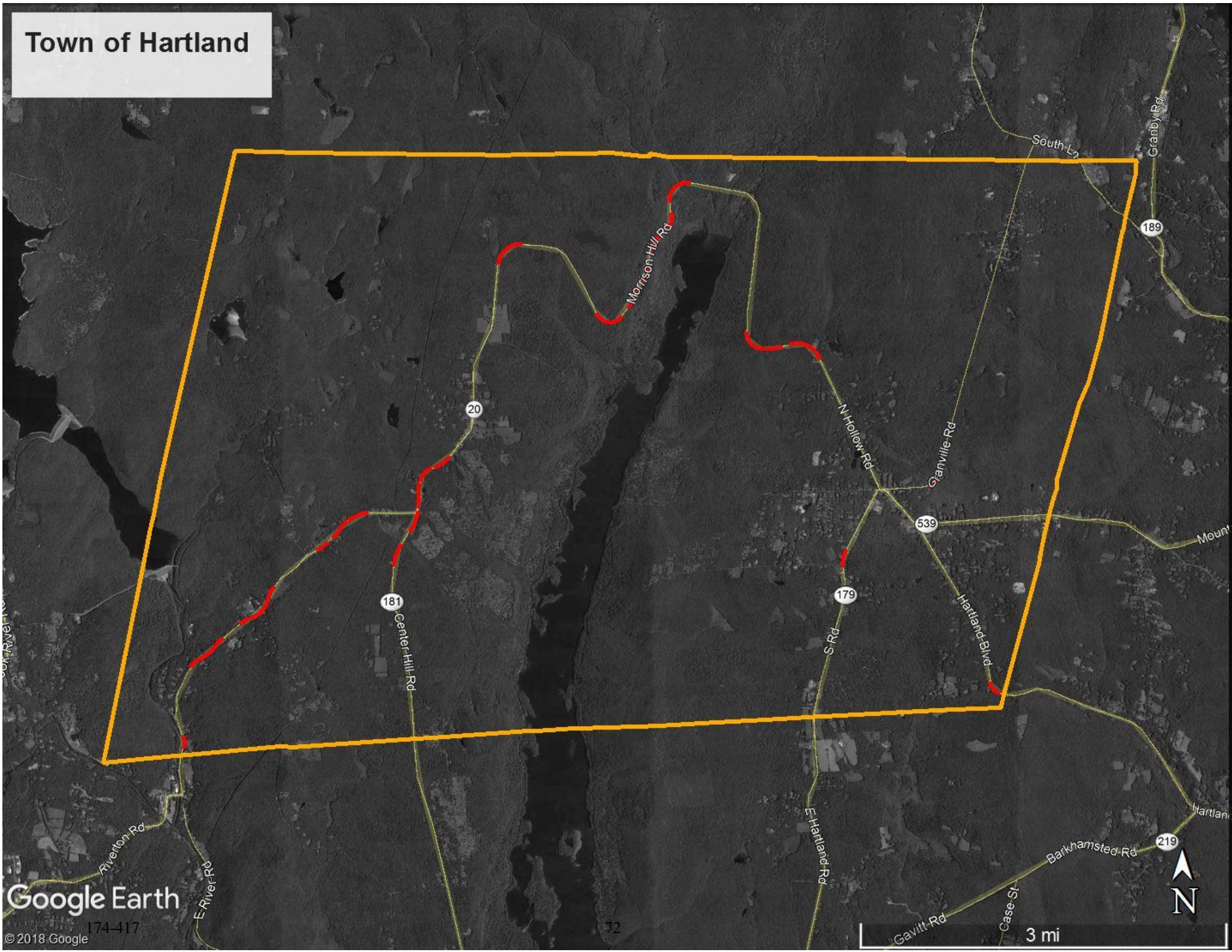
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5 mi



118 222

Town of Hartland



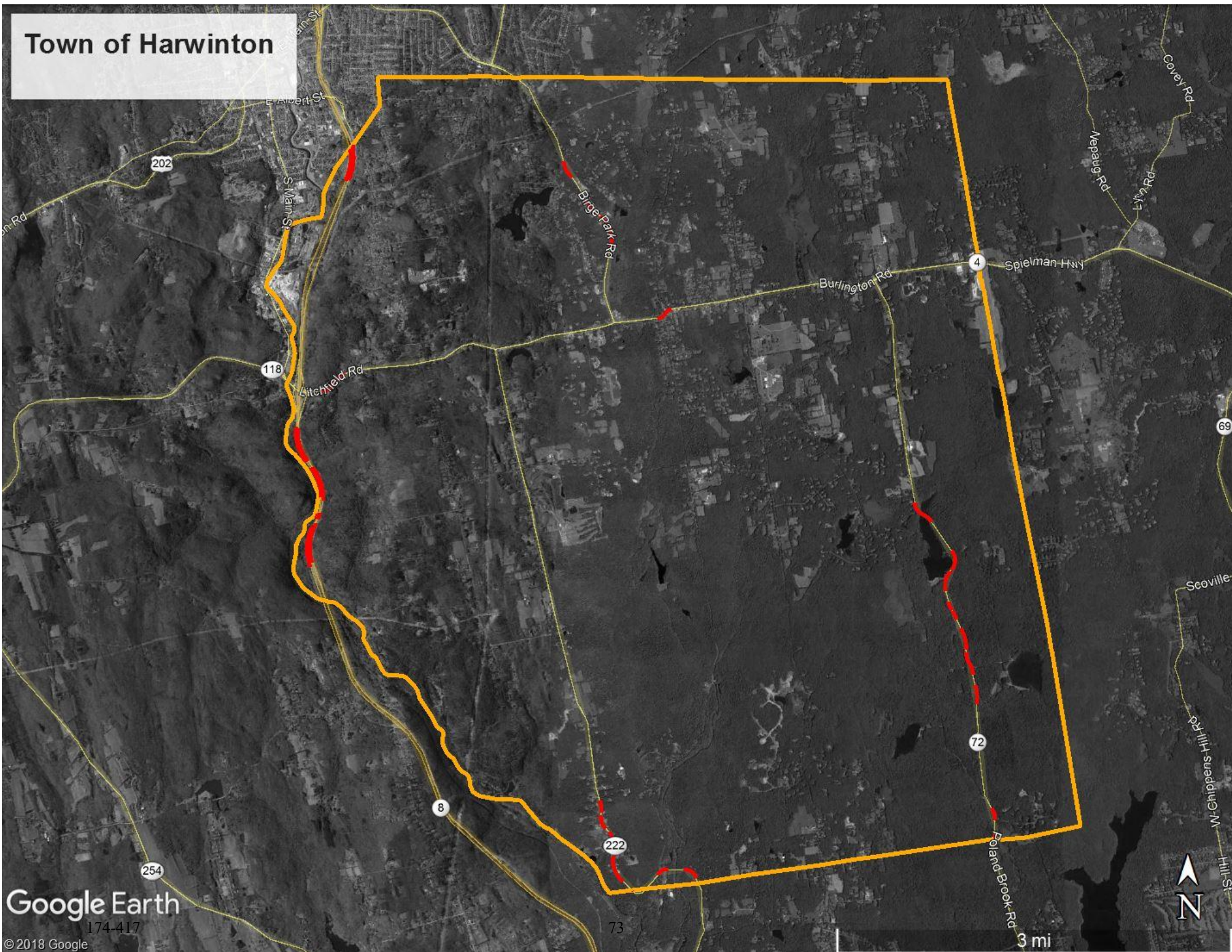
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72

3 mi

Town of Harwinton



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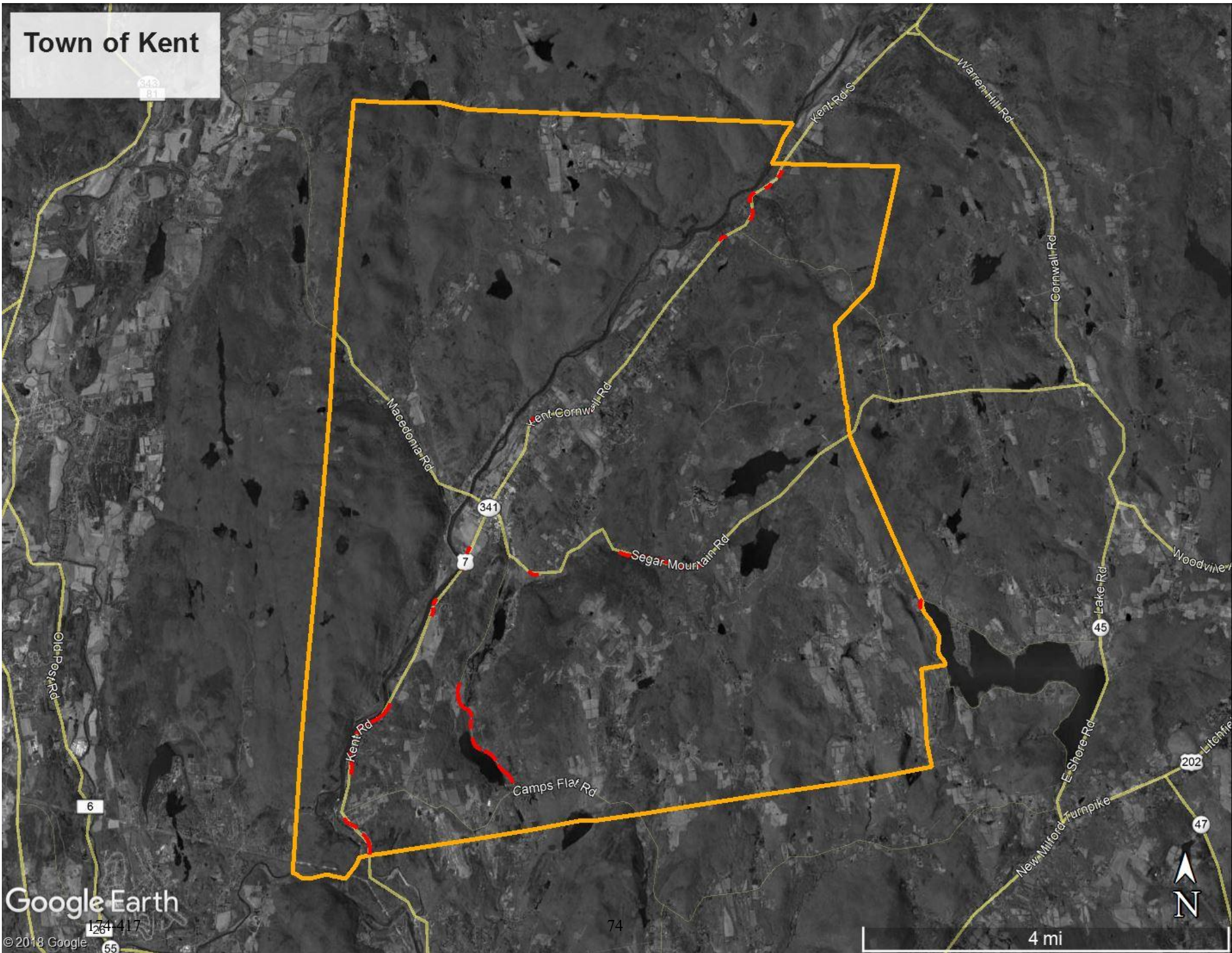
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3 mi

Town of Kent



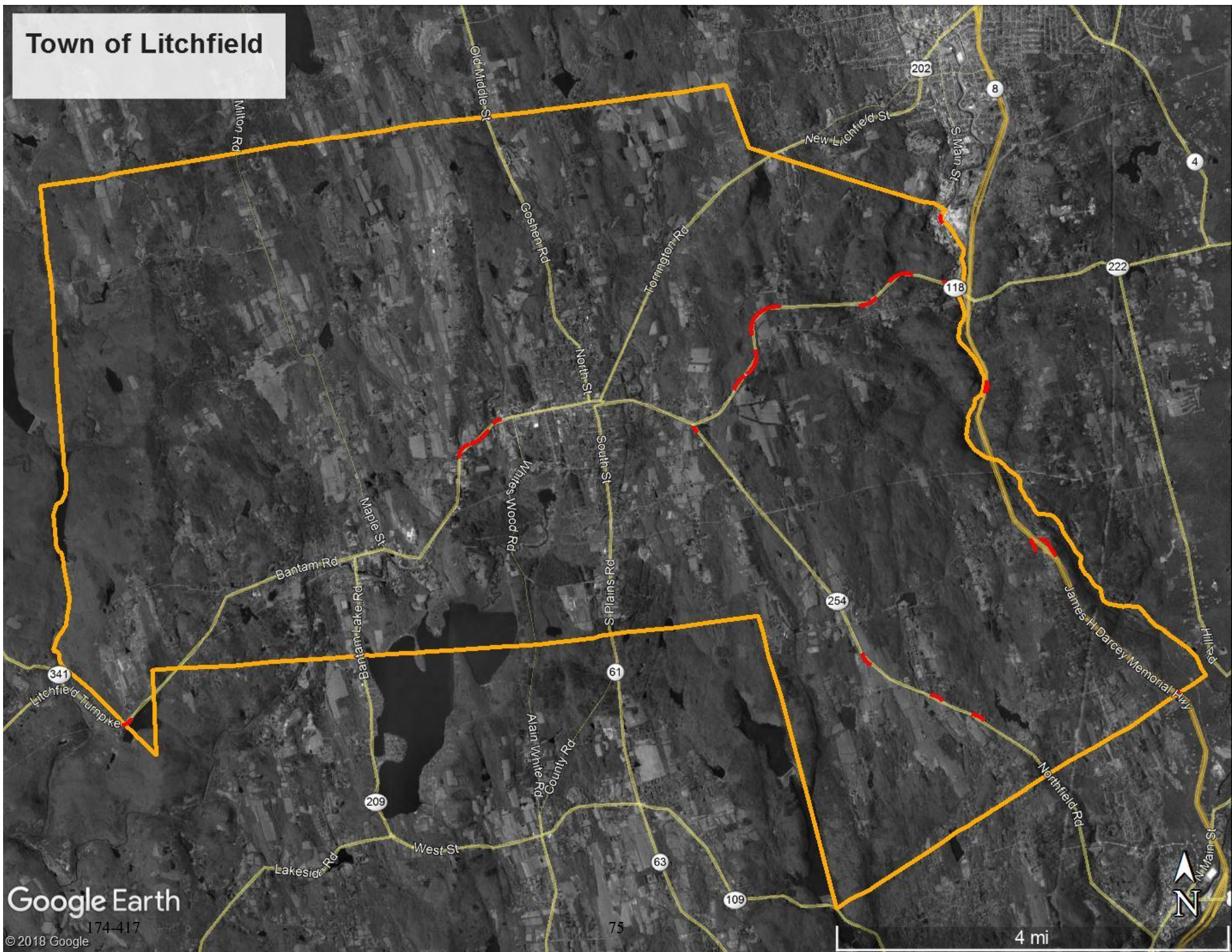
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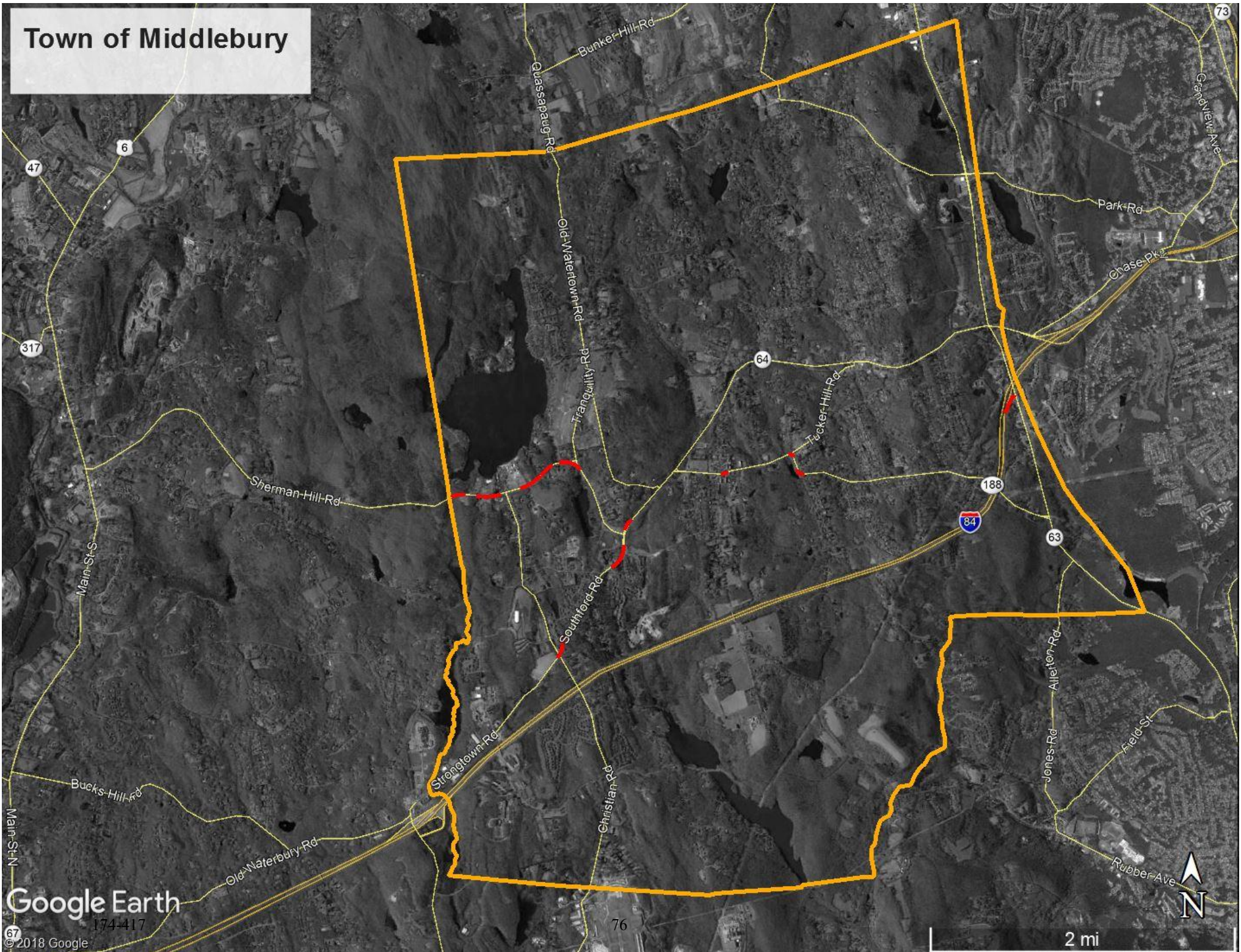
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Town of Litchfield



Town of Middlebury



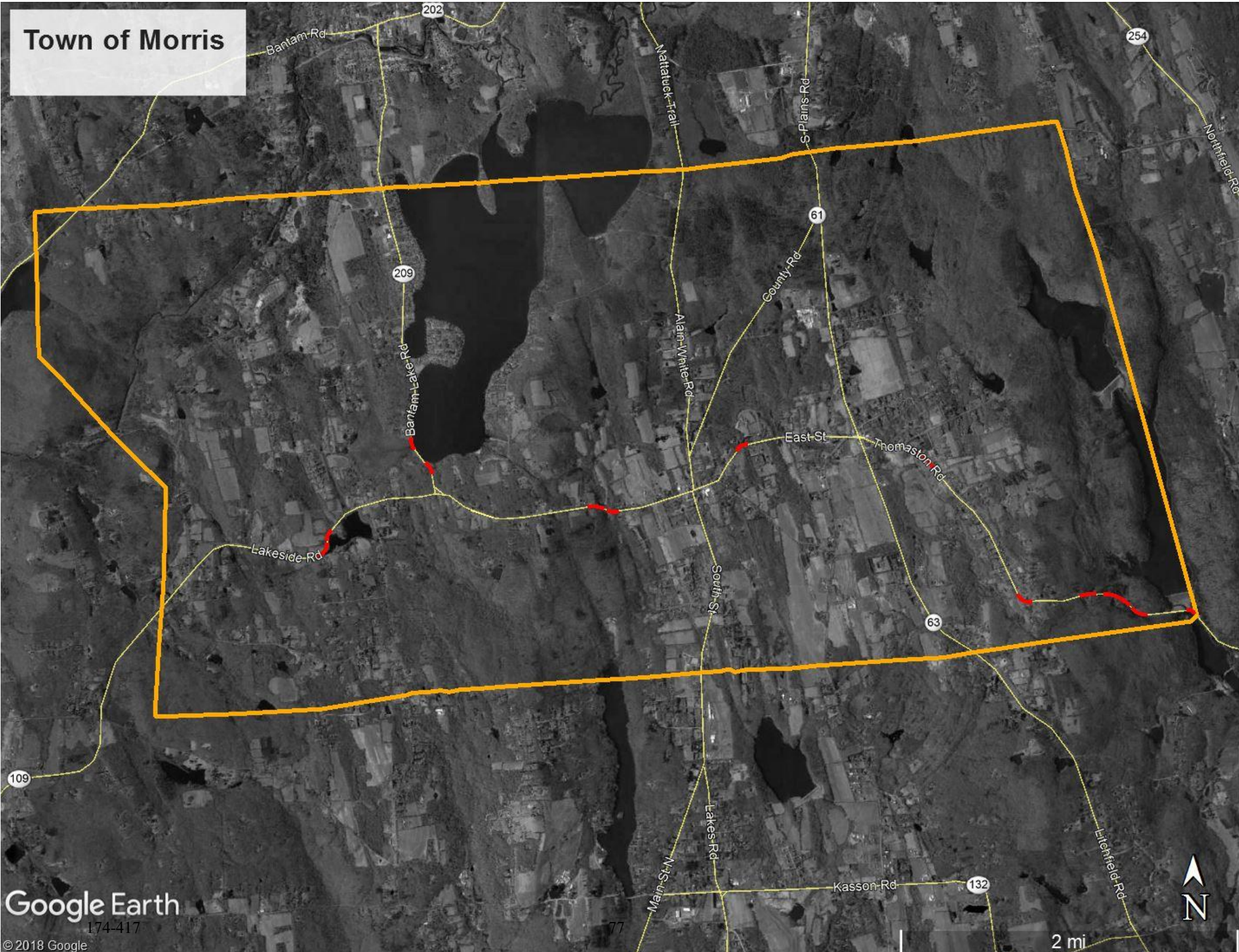
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Town of Morris



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2 mi

Town of Naugatuck



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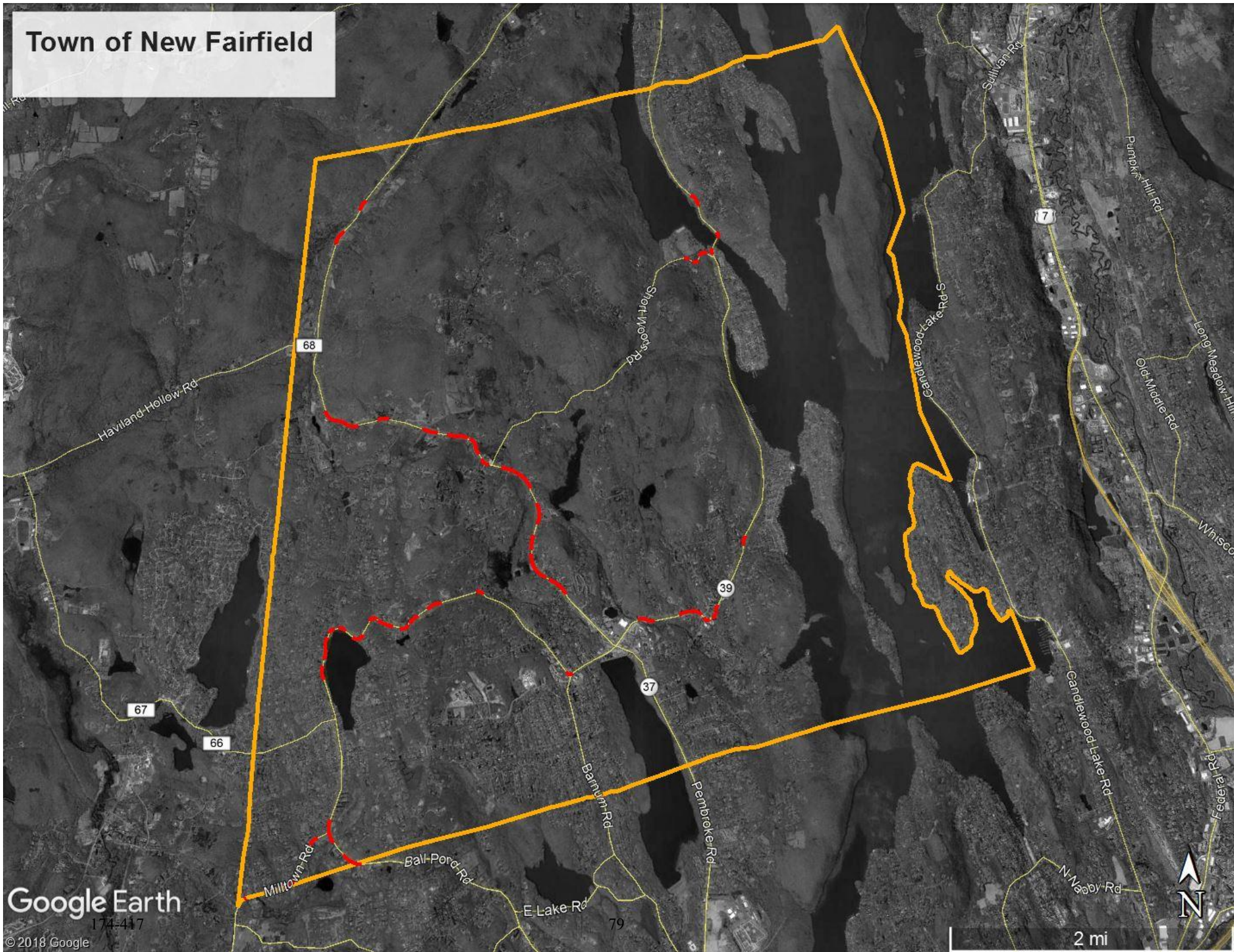
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78

2 mi



Town of New Fairfield



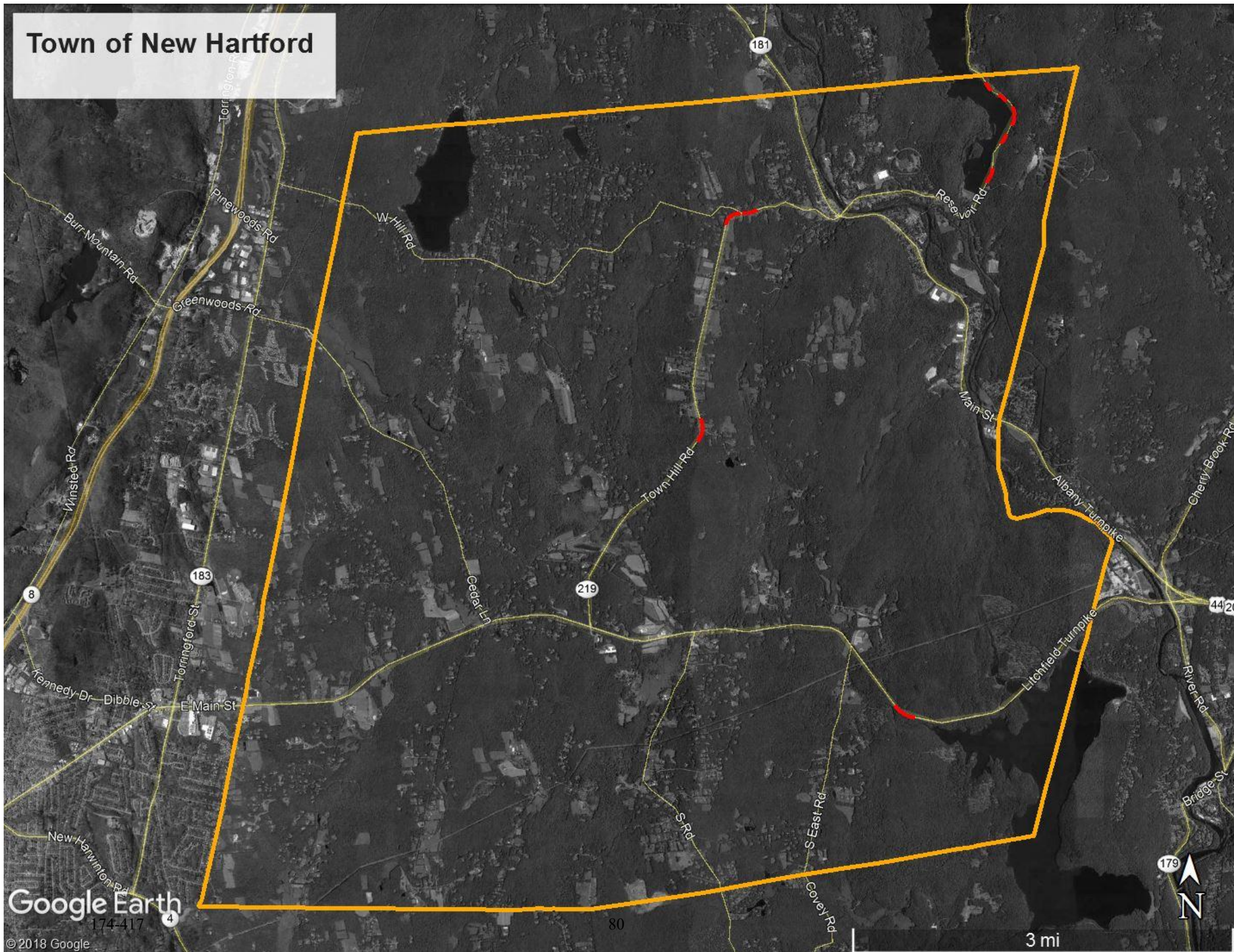
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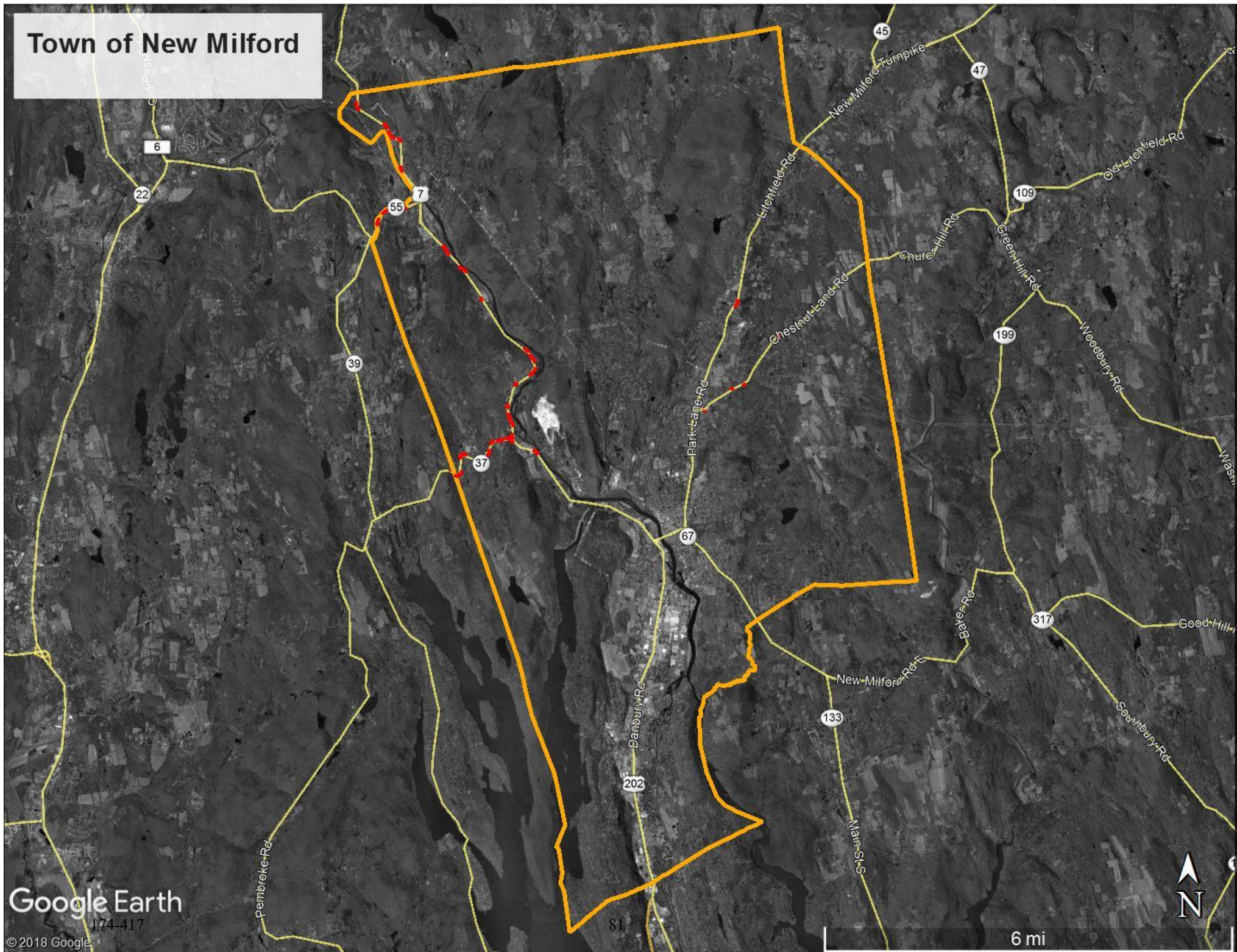
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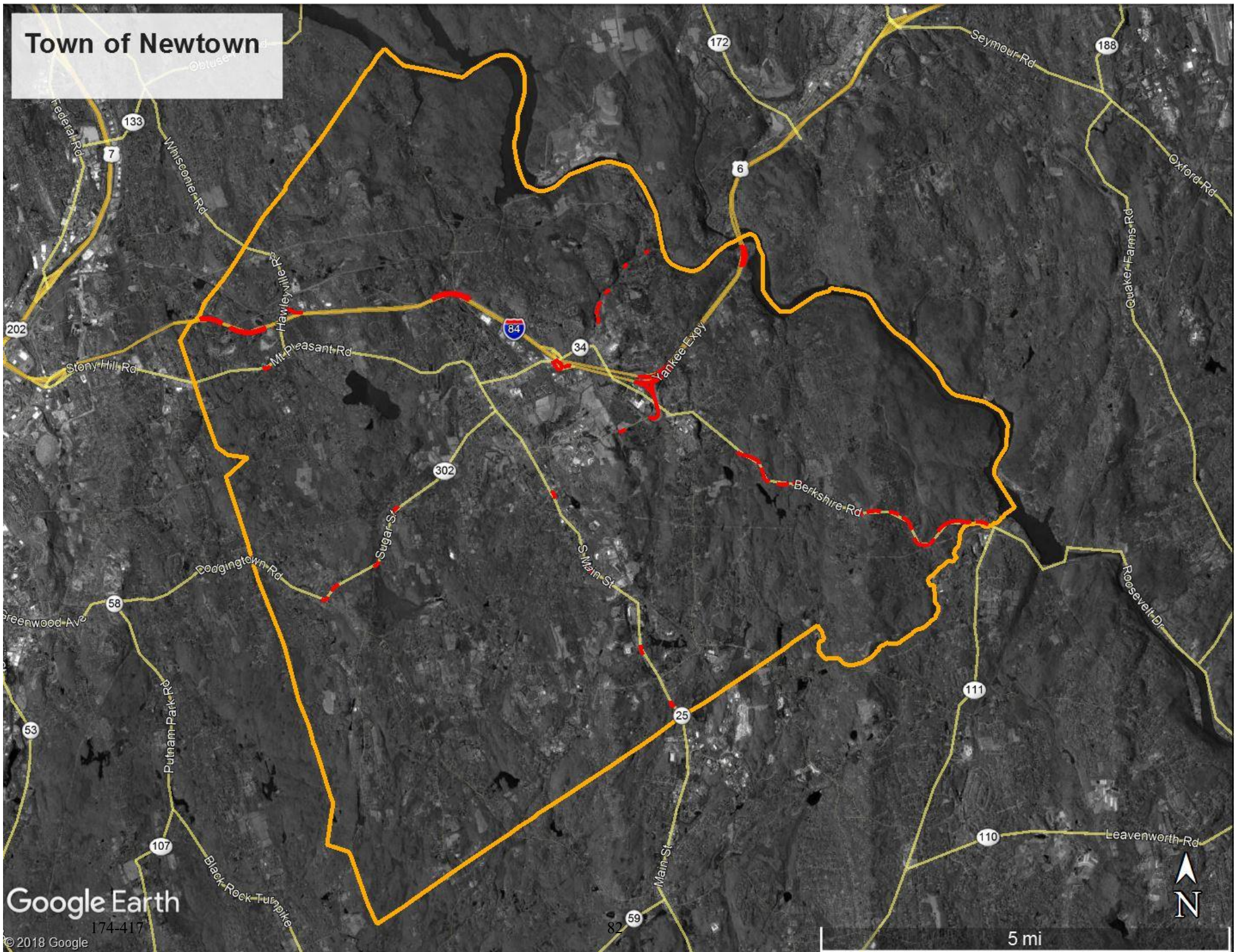
Town of New Hartford



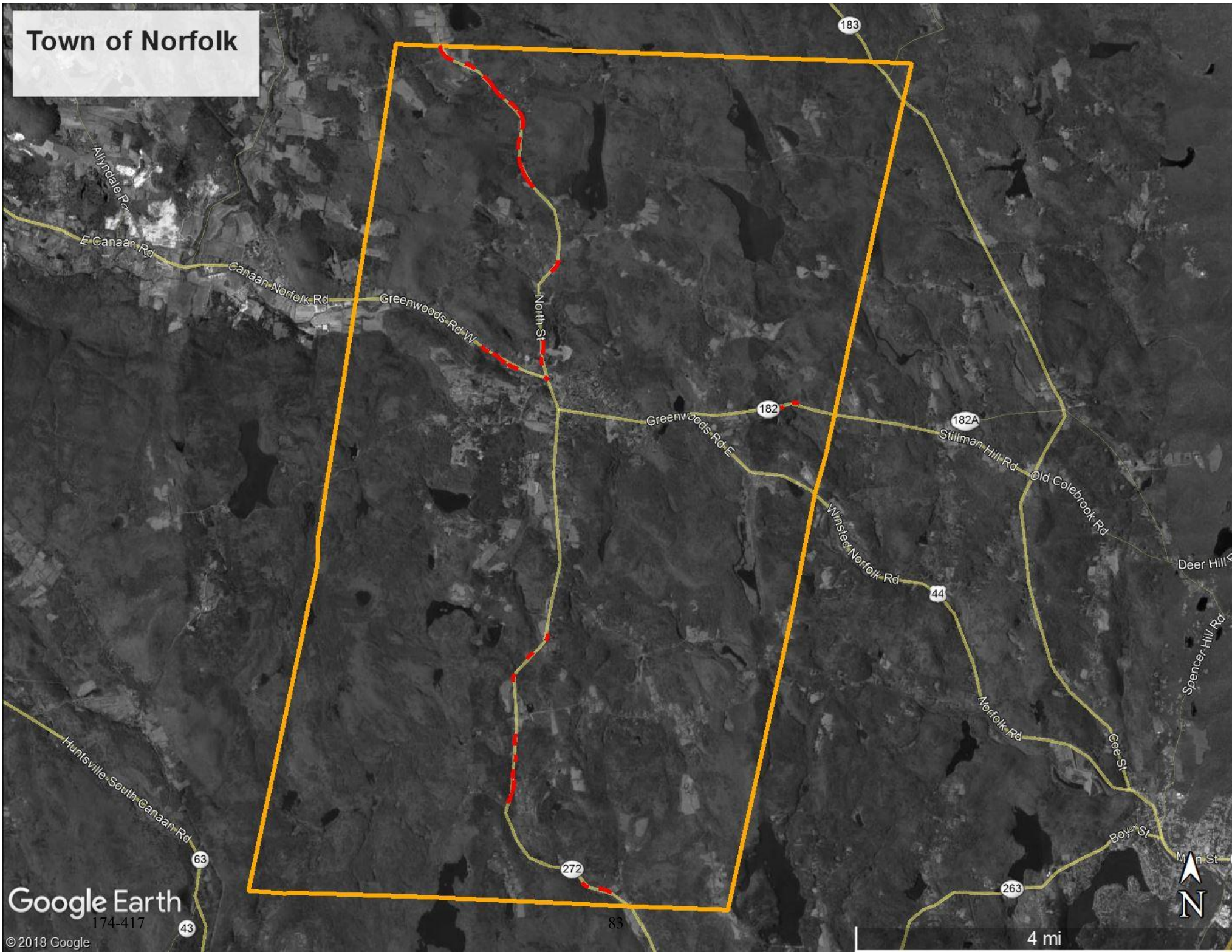
Town of New Milford



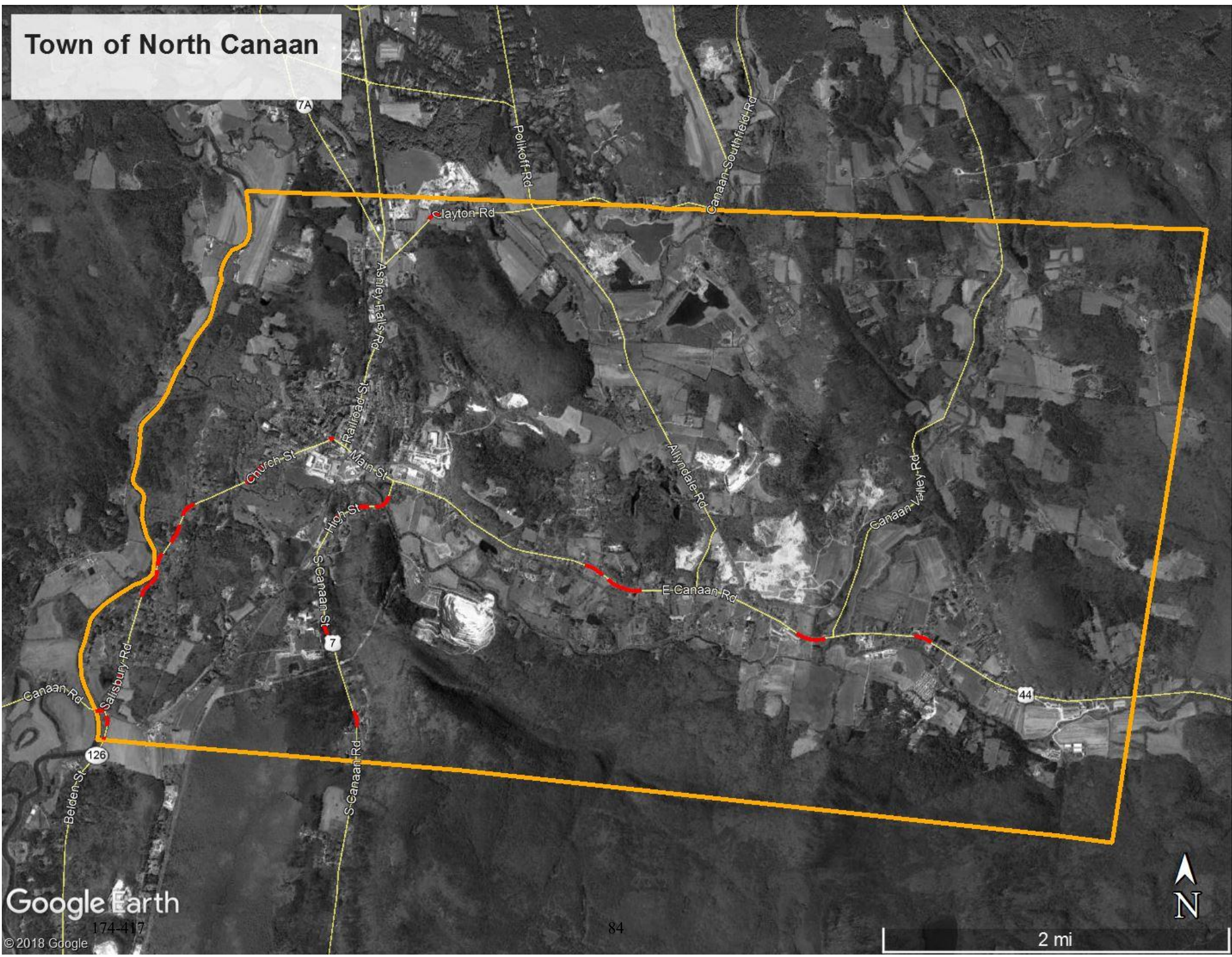
Town of Newtown



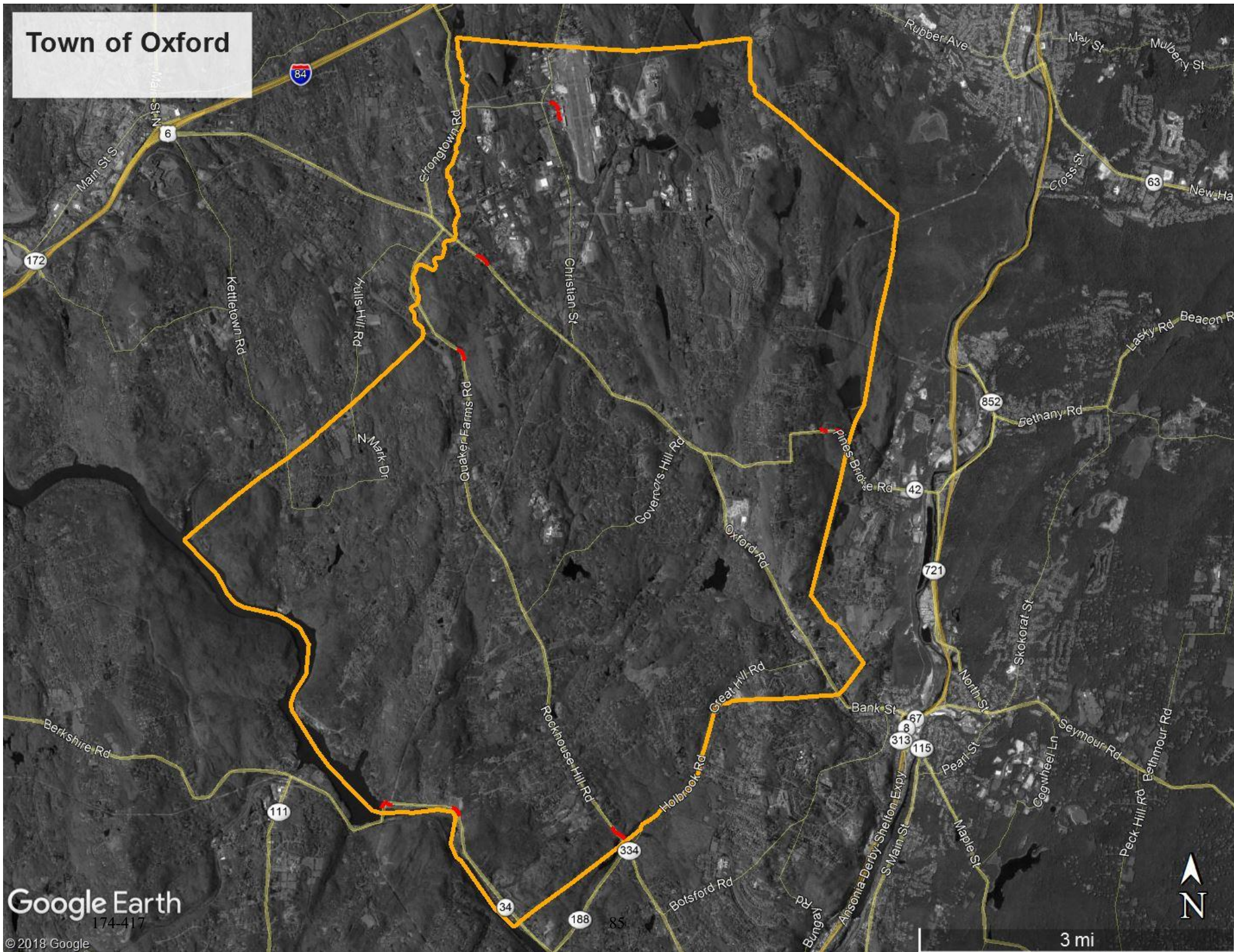
Town of Norfolk



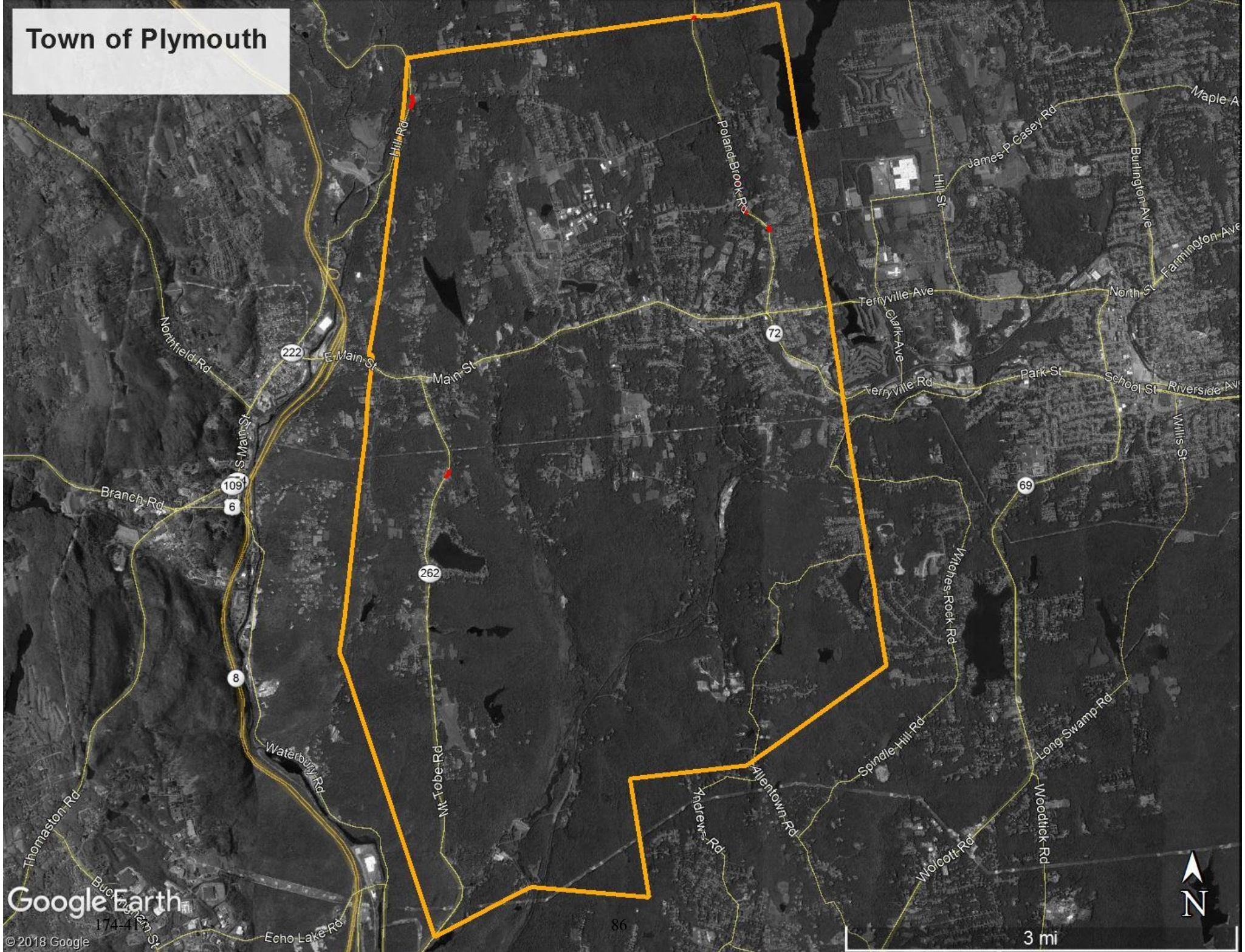
Town of North Canaan



Town of Oxford



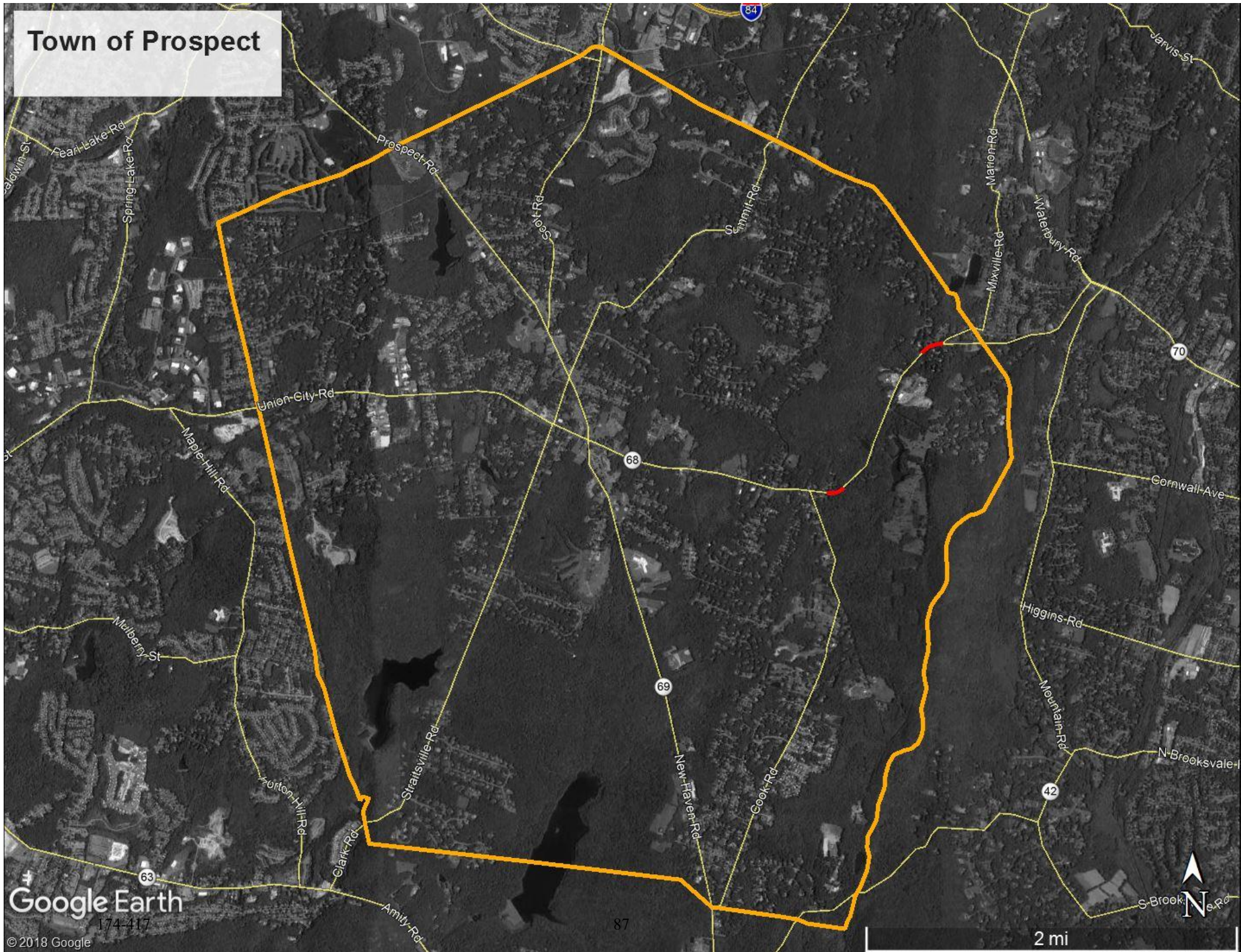
Town of Plymouth



3 mi

86

Town of Prospect



Google Earth

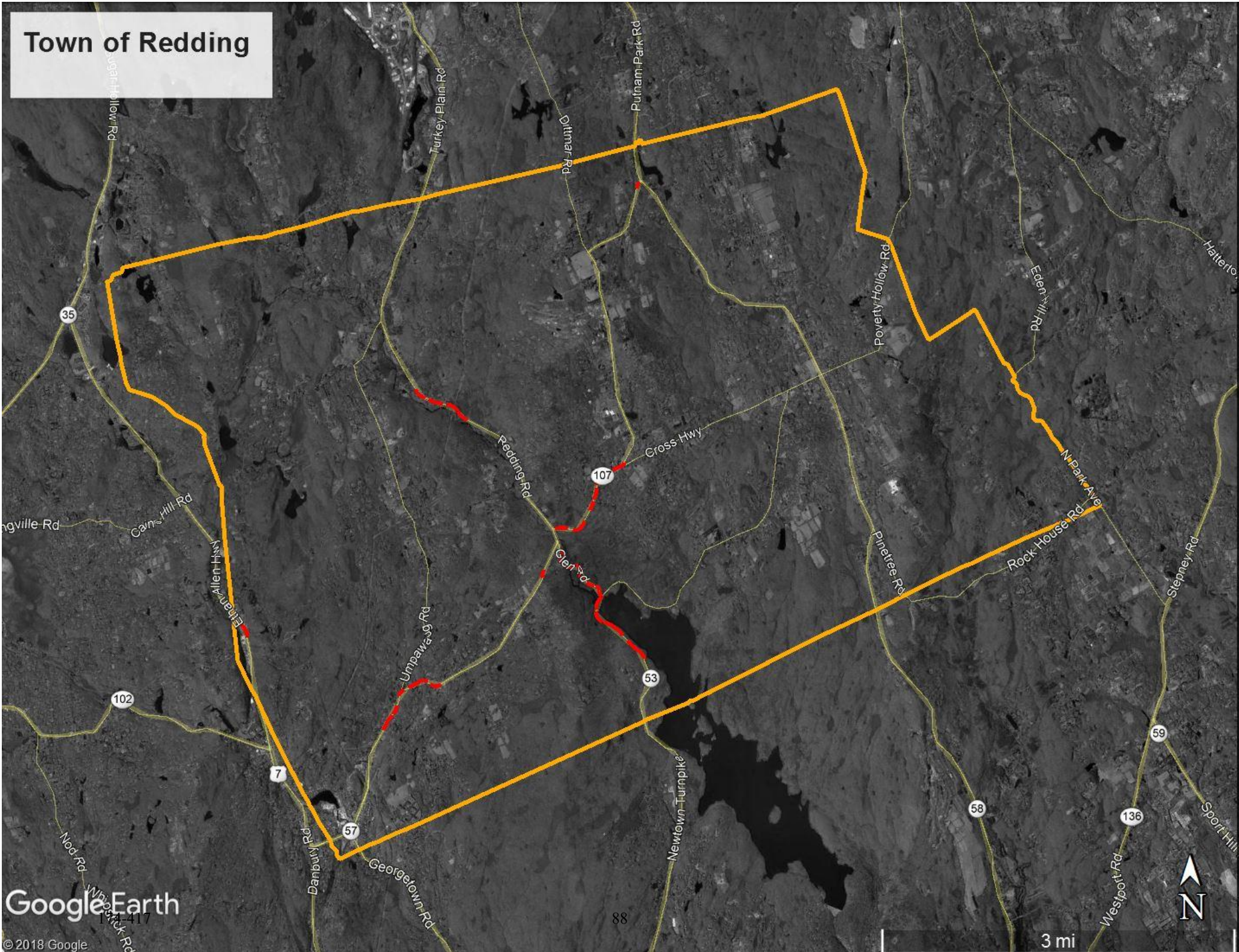
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87

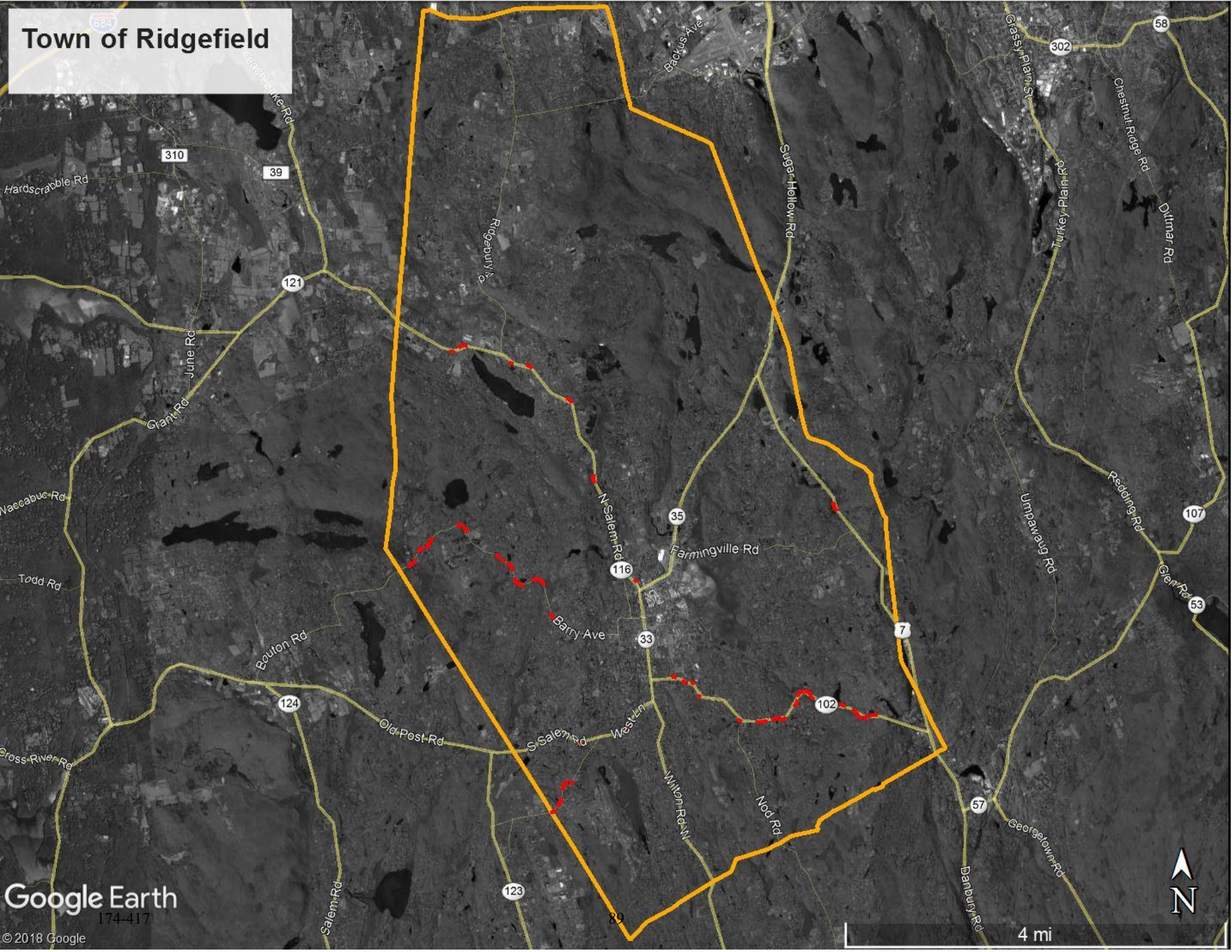
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Town of Redding



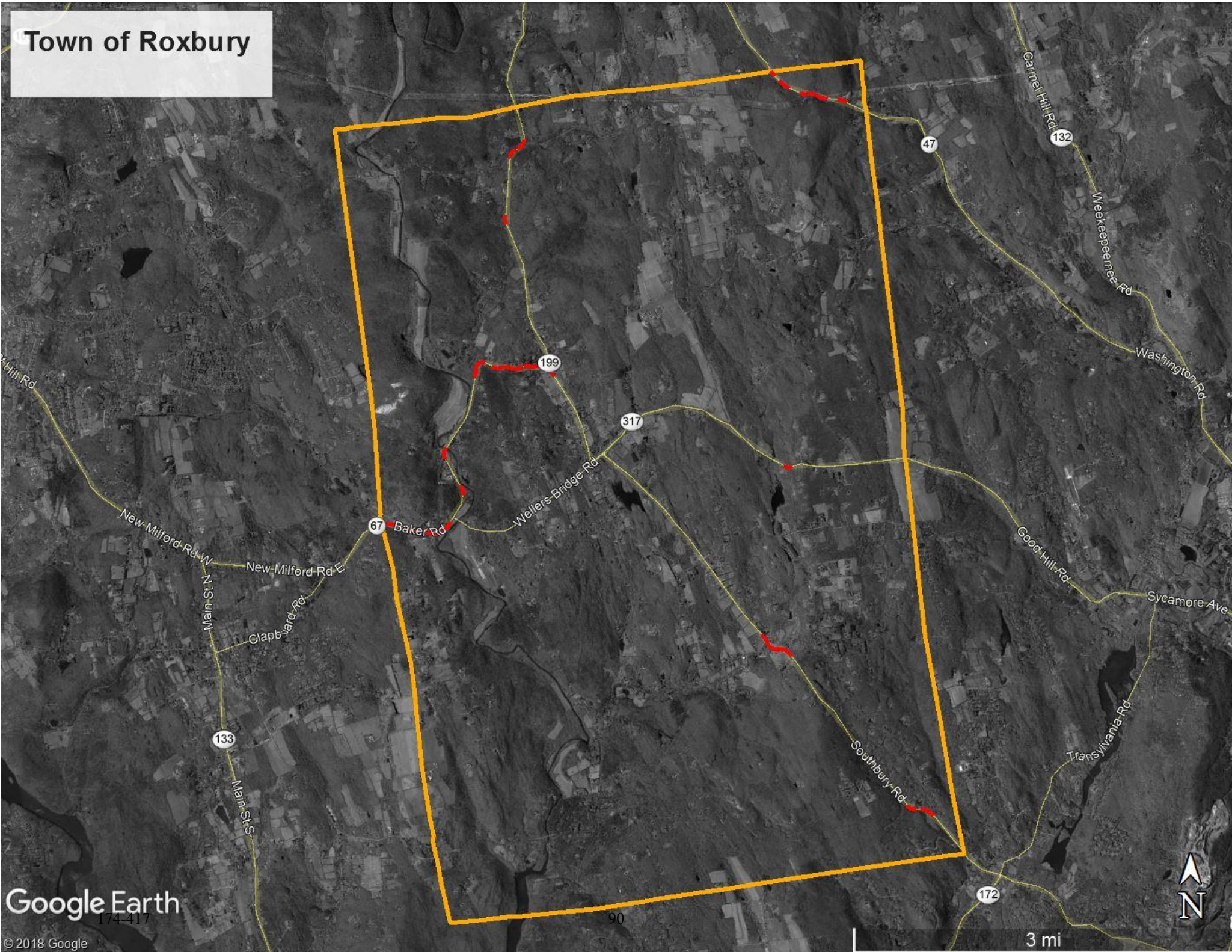
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Town of Ridgefield



4 mi

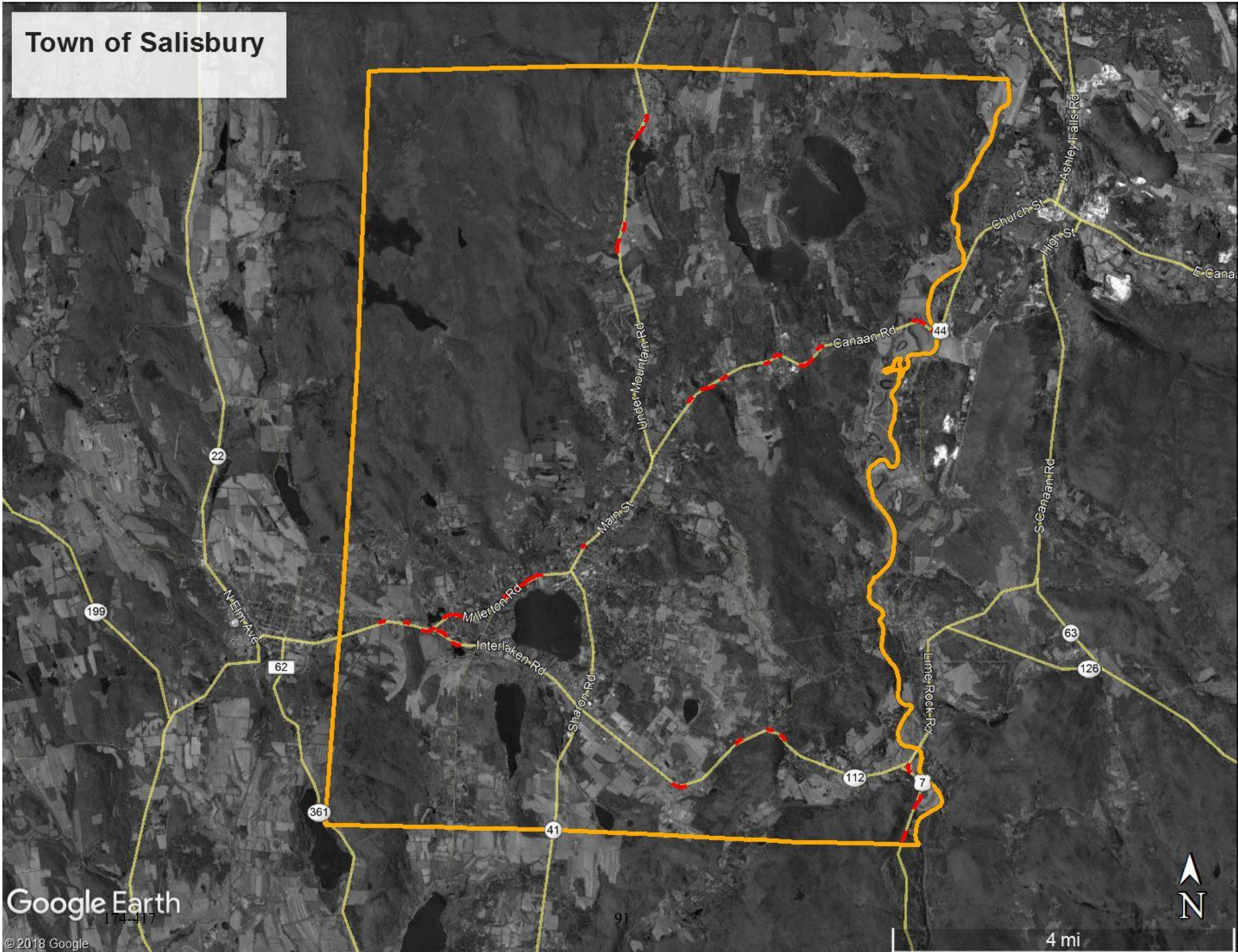
Town of Roxbury



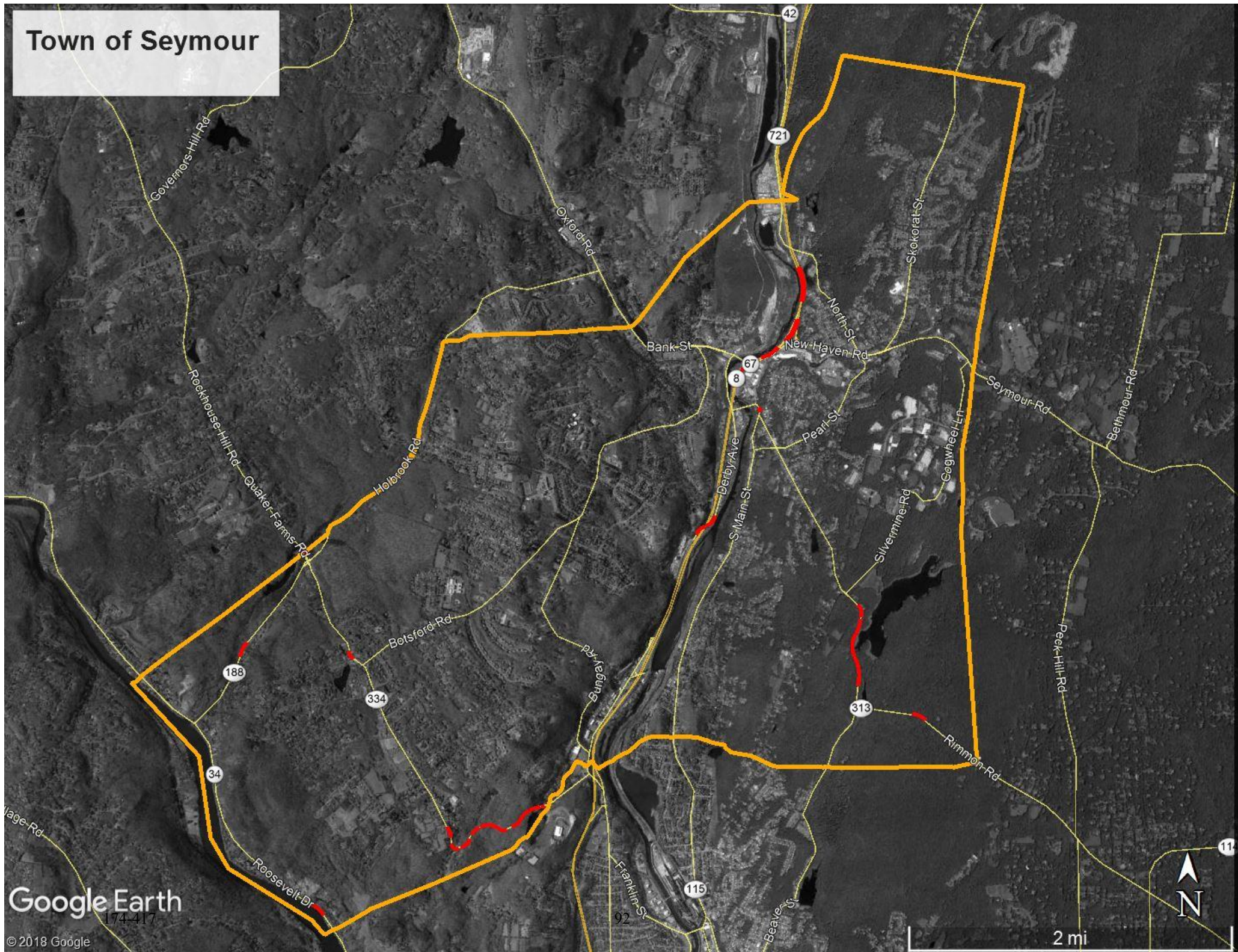
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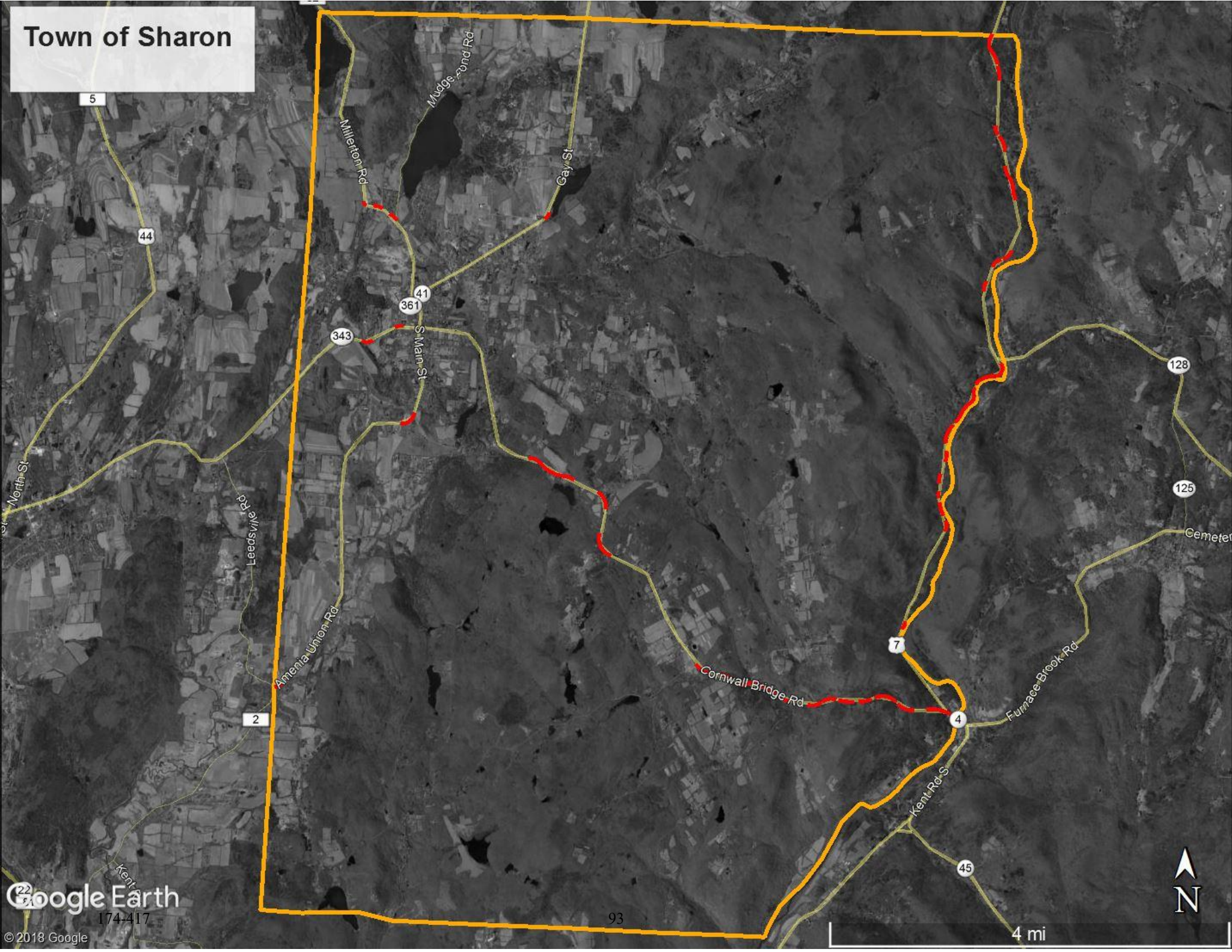
Town of Salisbury



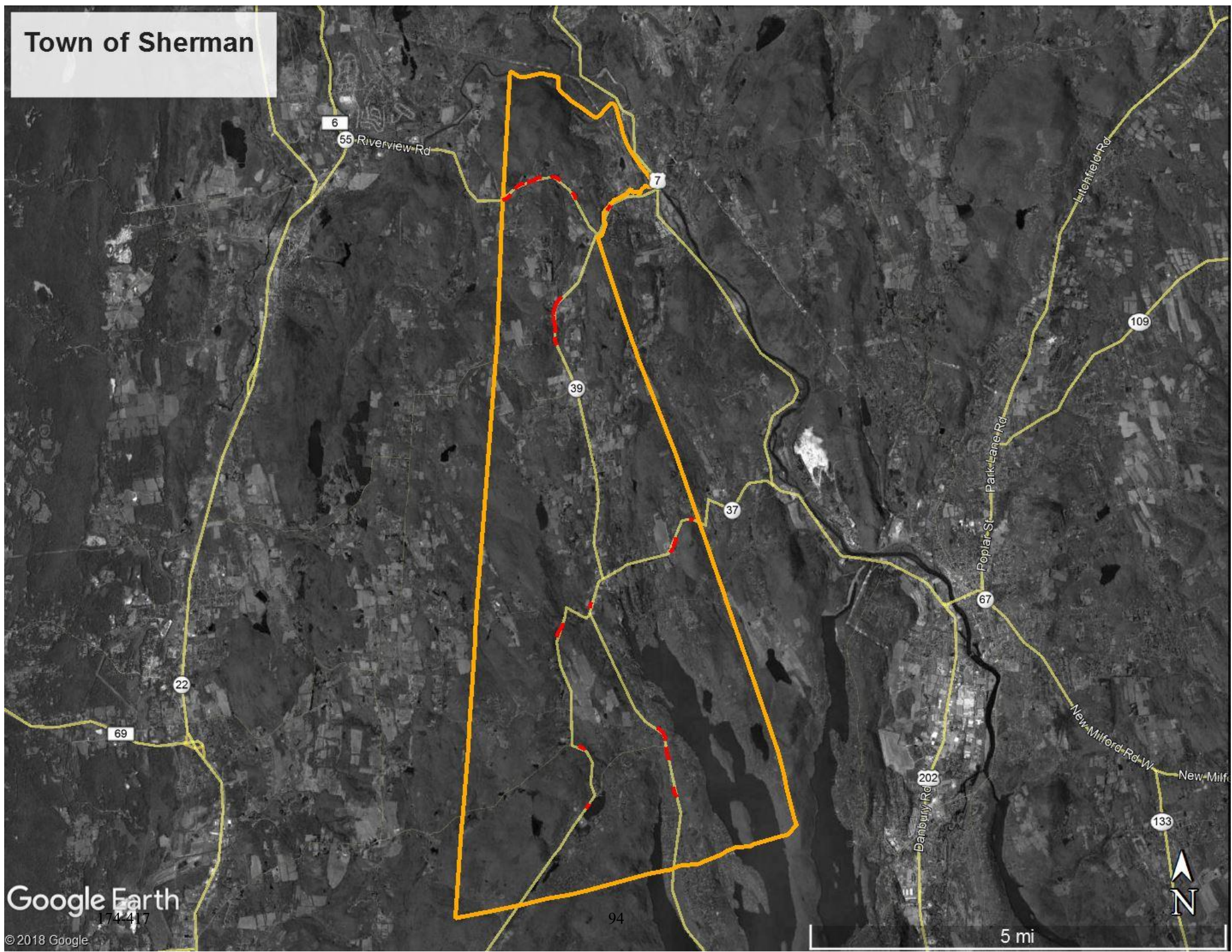
Town of Seymour



Town of Sharon

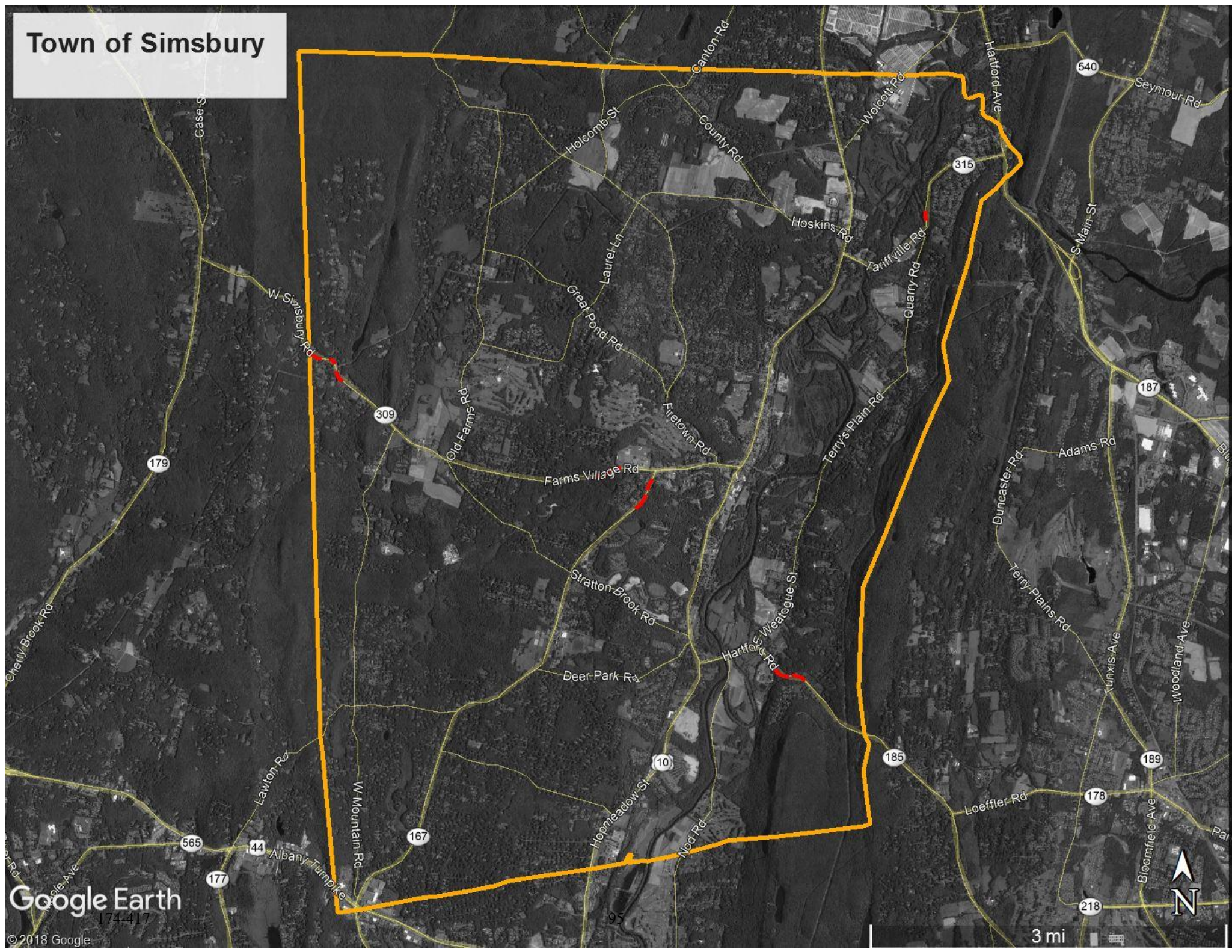


Town of Sherman

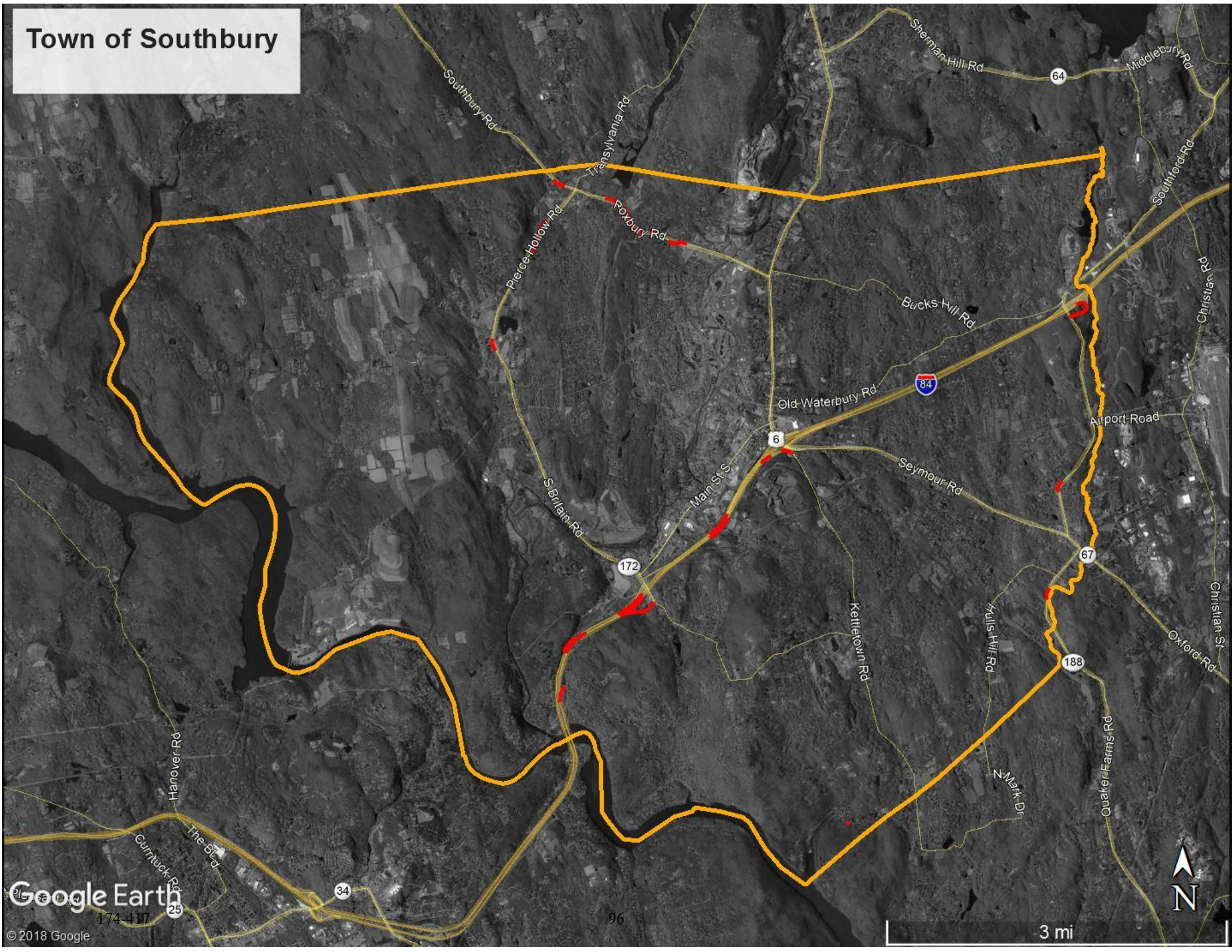


5 mi

Town of Simsbury

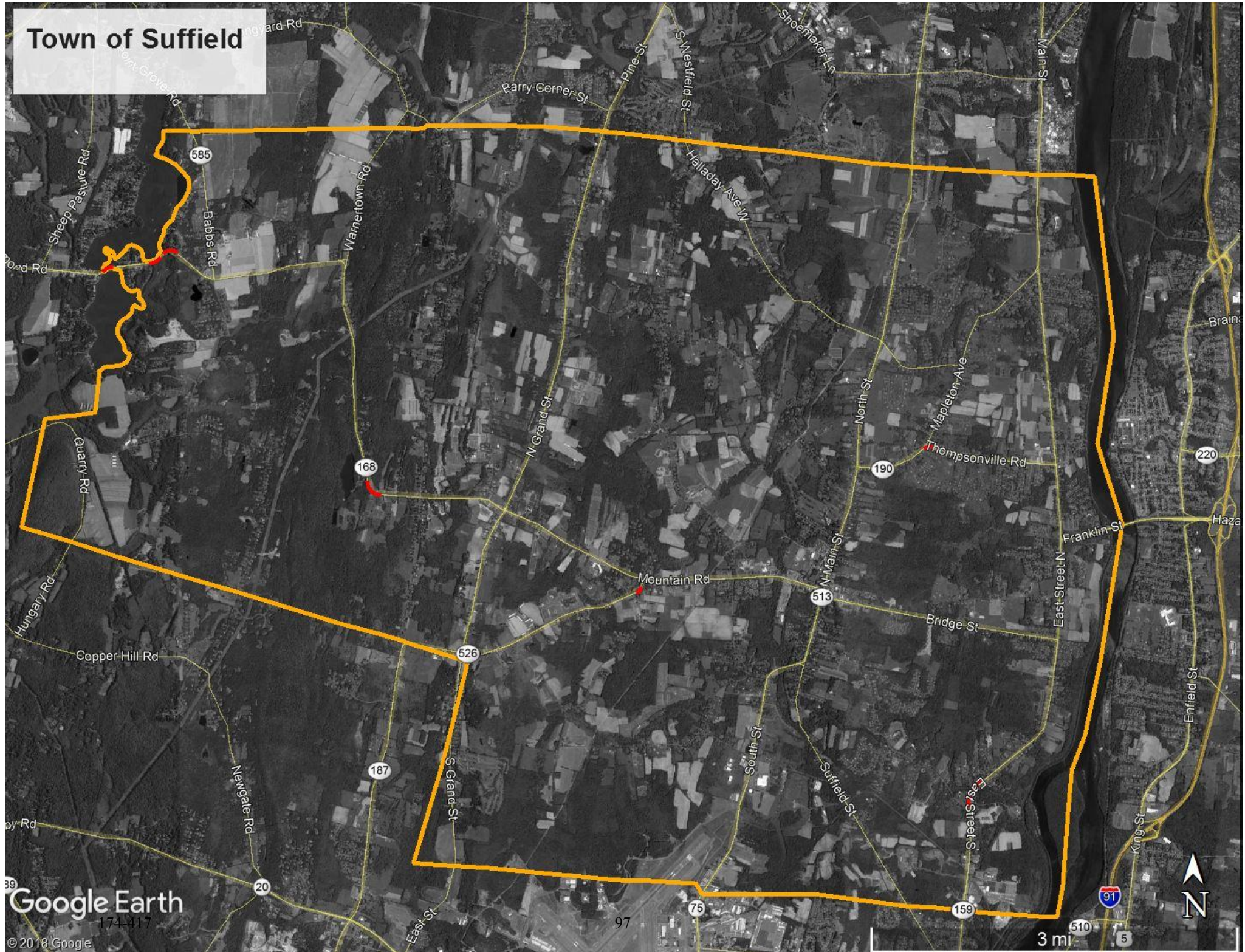


Town of Southbury



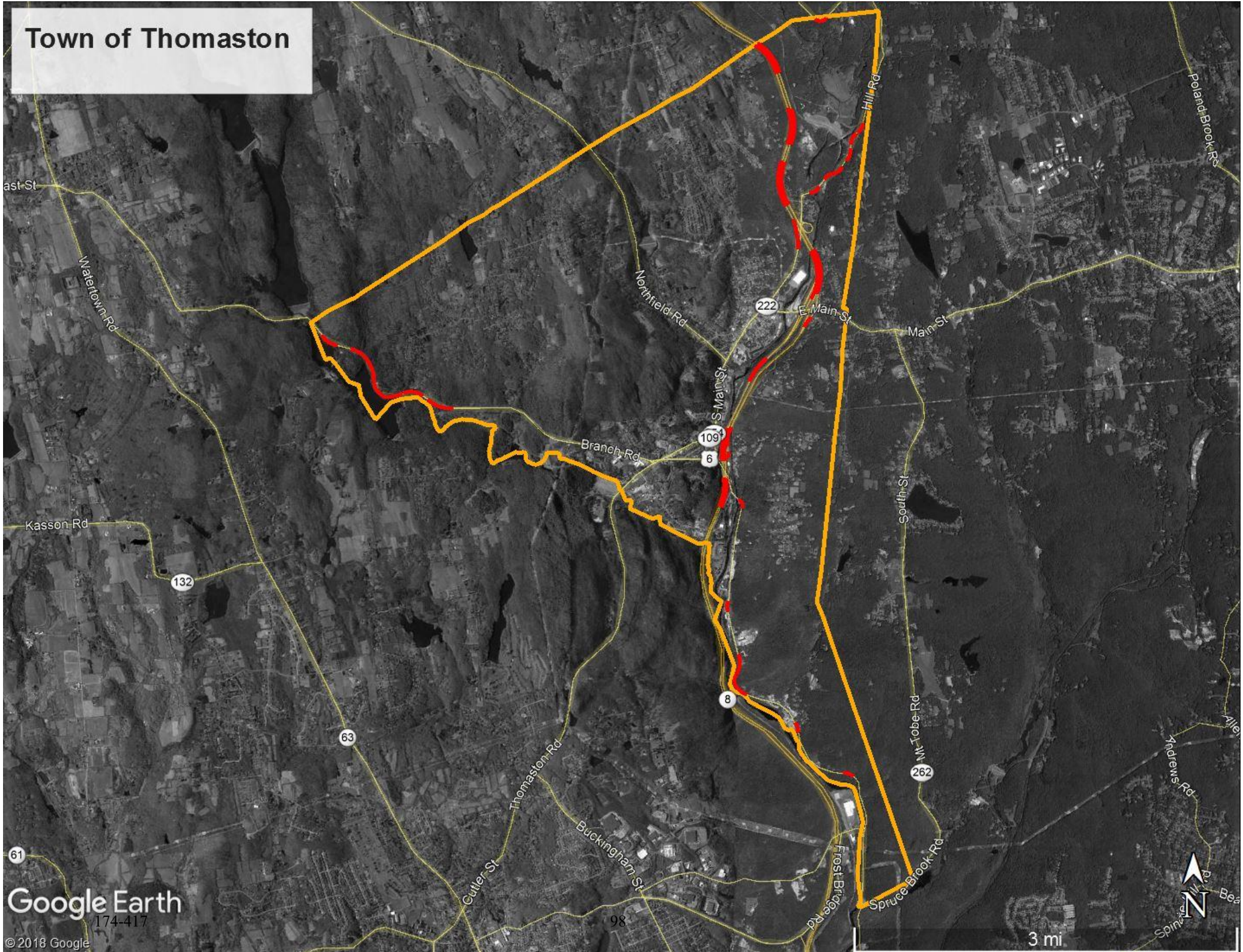
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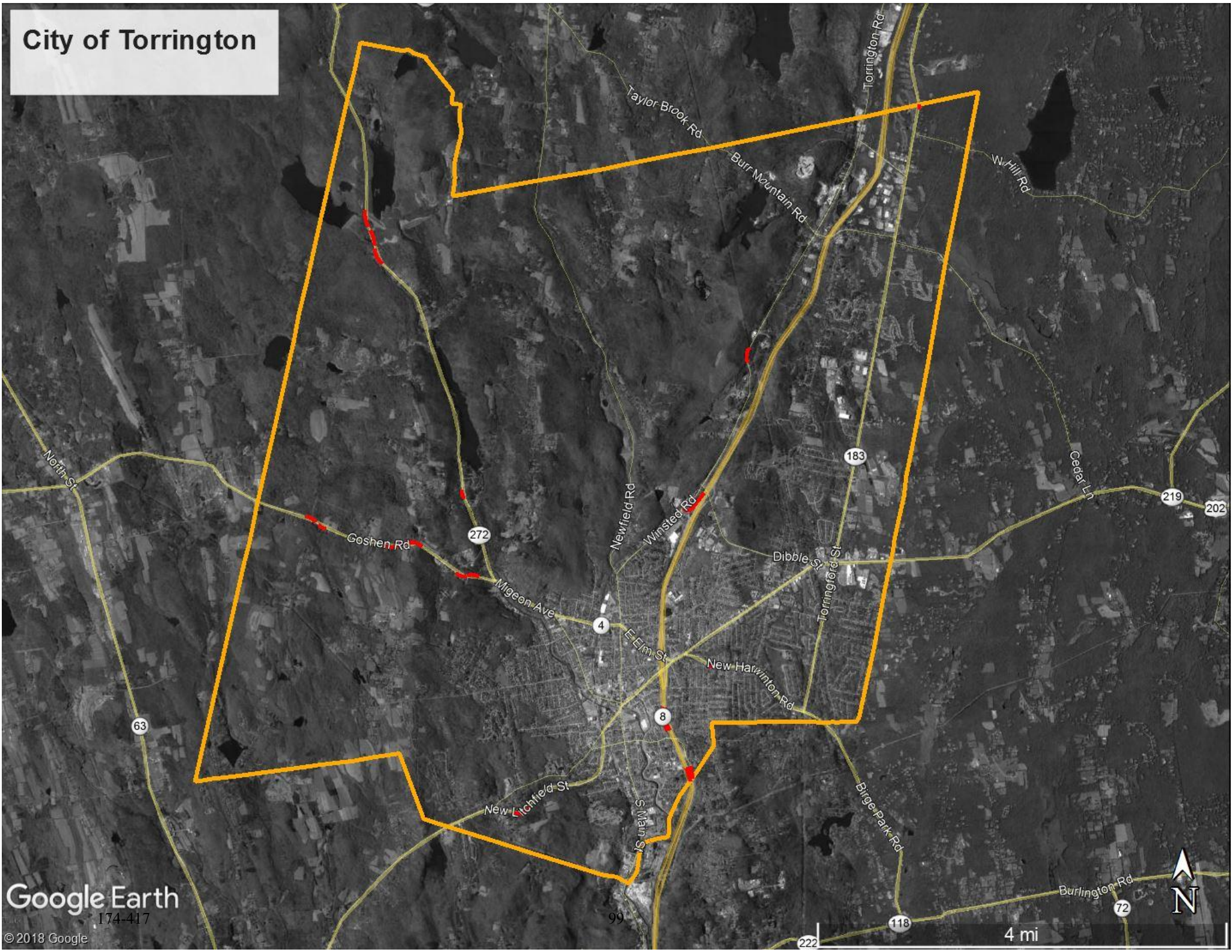


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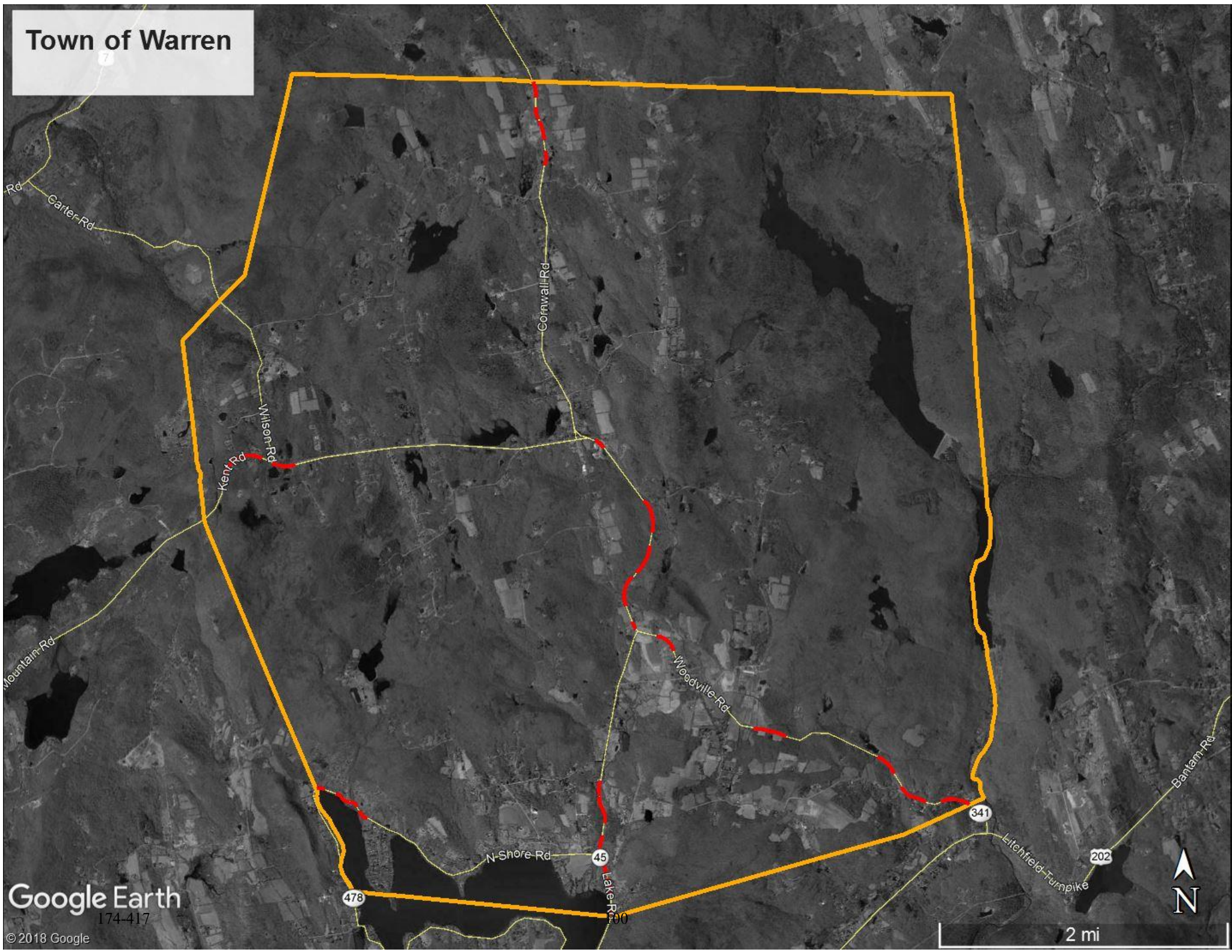
Town of Thomaston



City of Torrington



Town of Warren



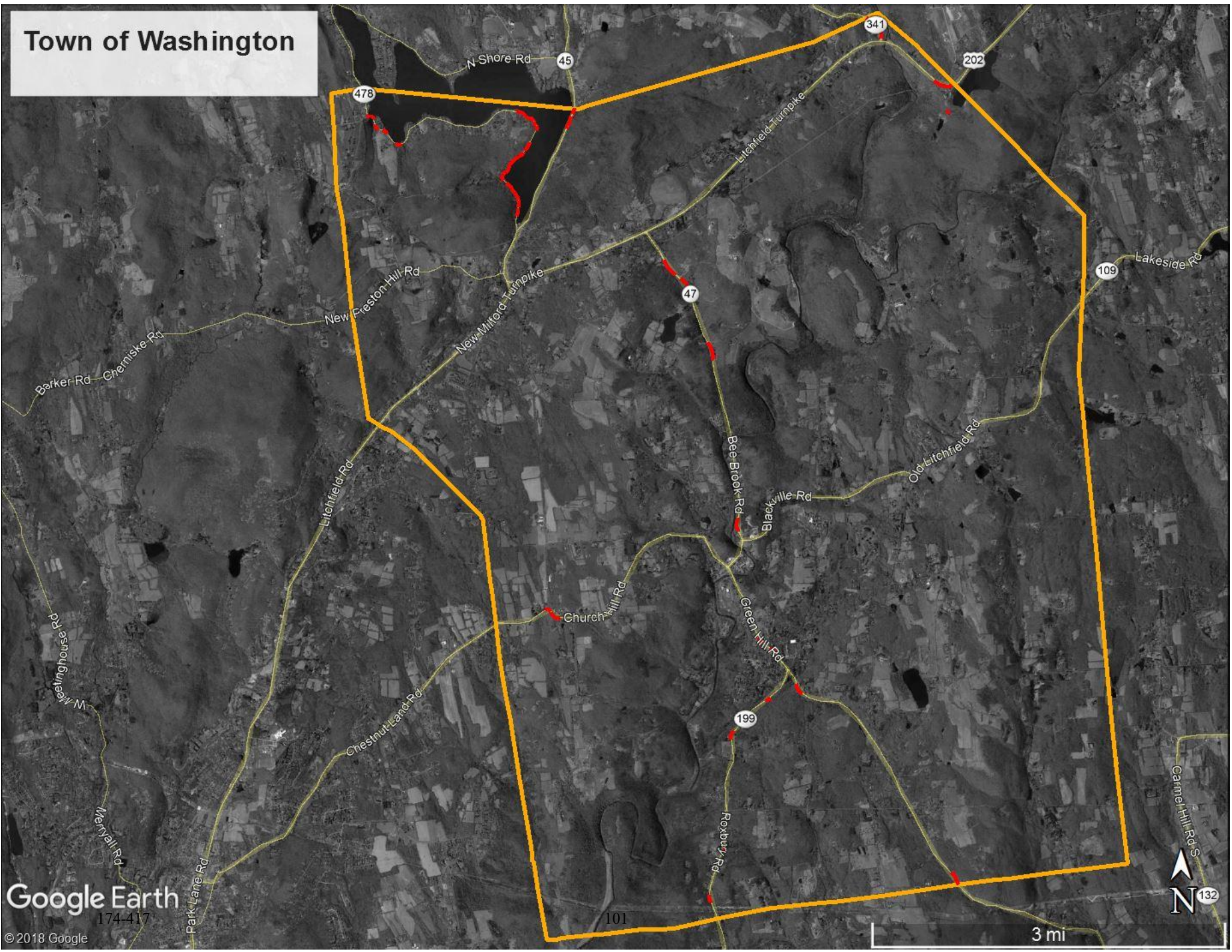
Google Earth
174-417

© 2018 Google

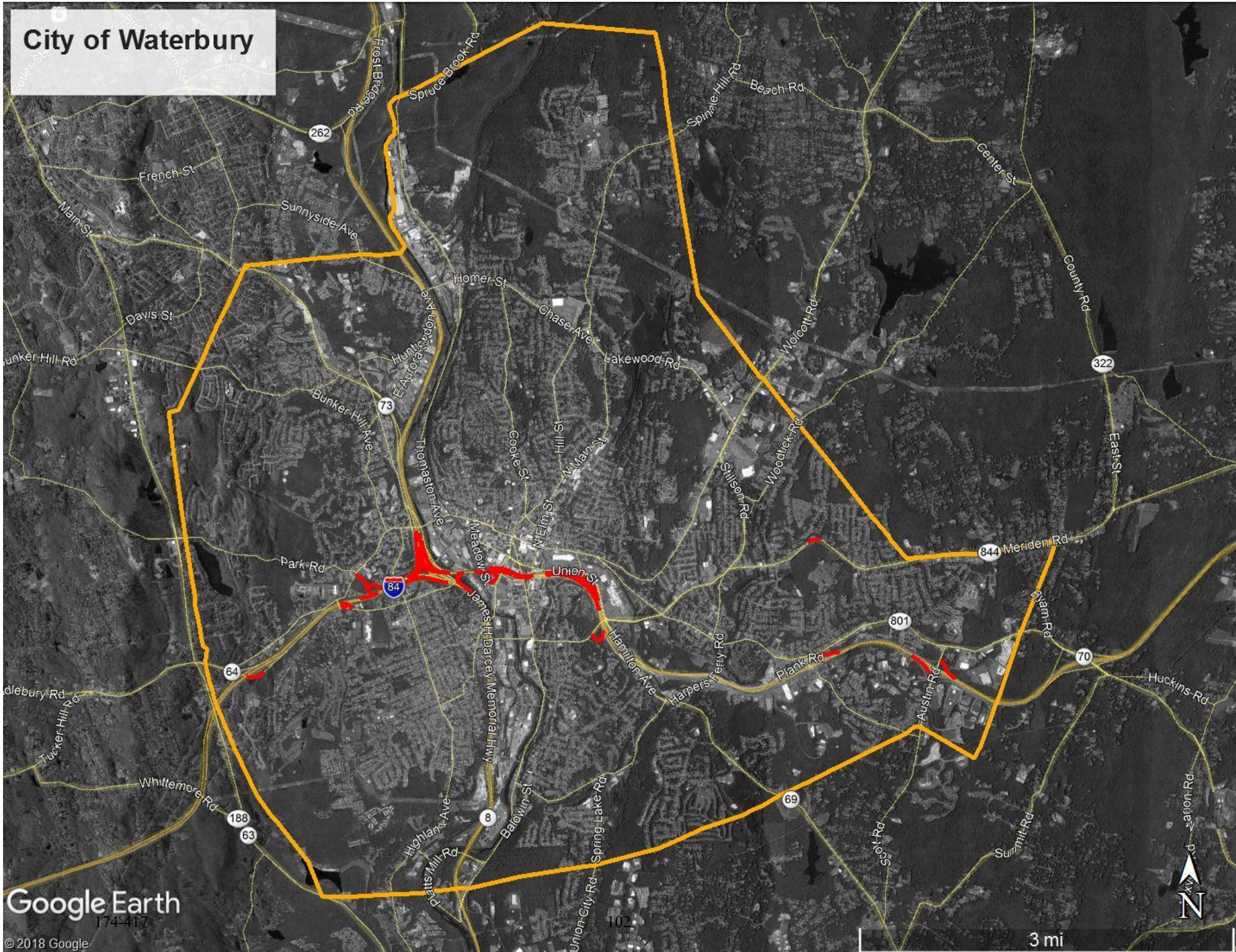


2 mi

Town of Washington

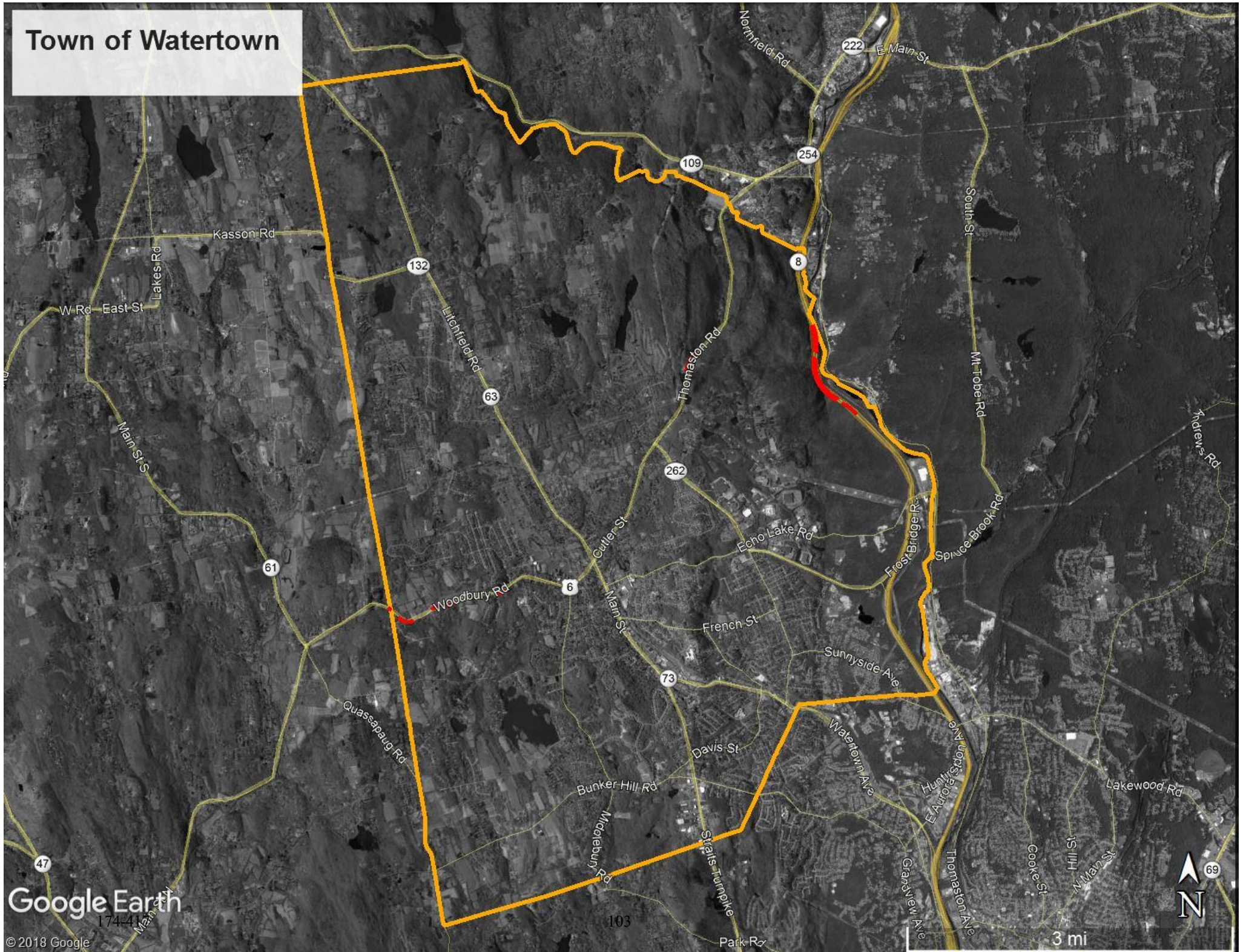


City of Waterbury

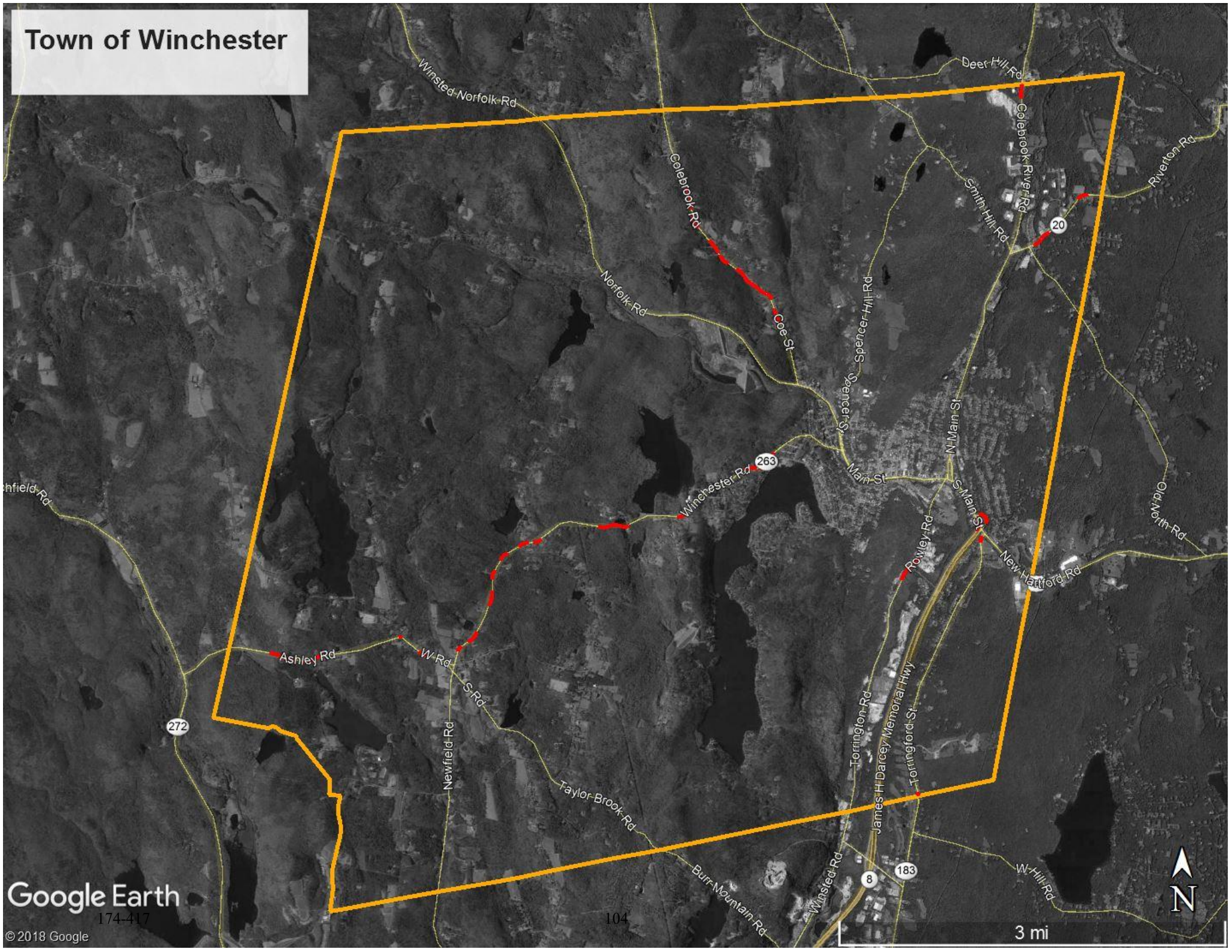


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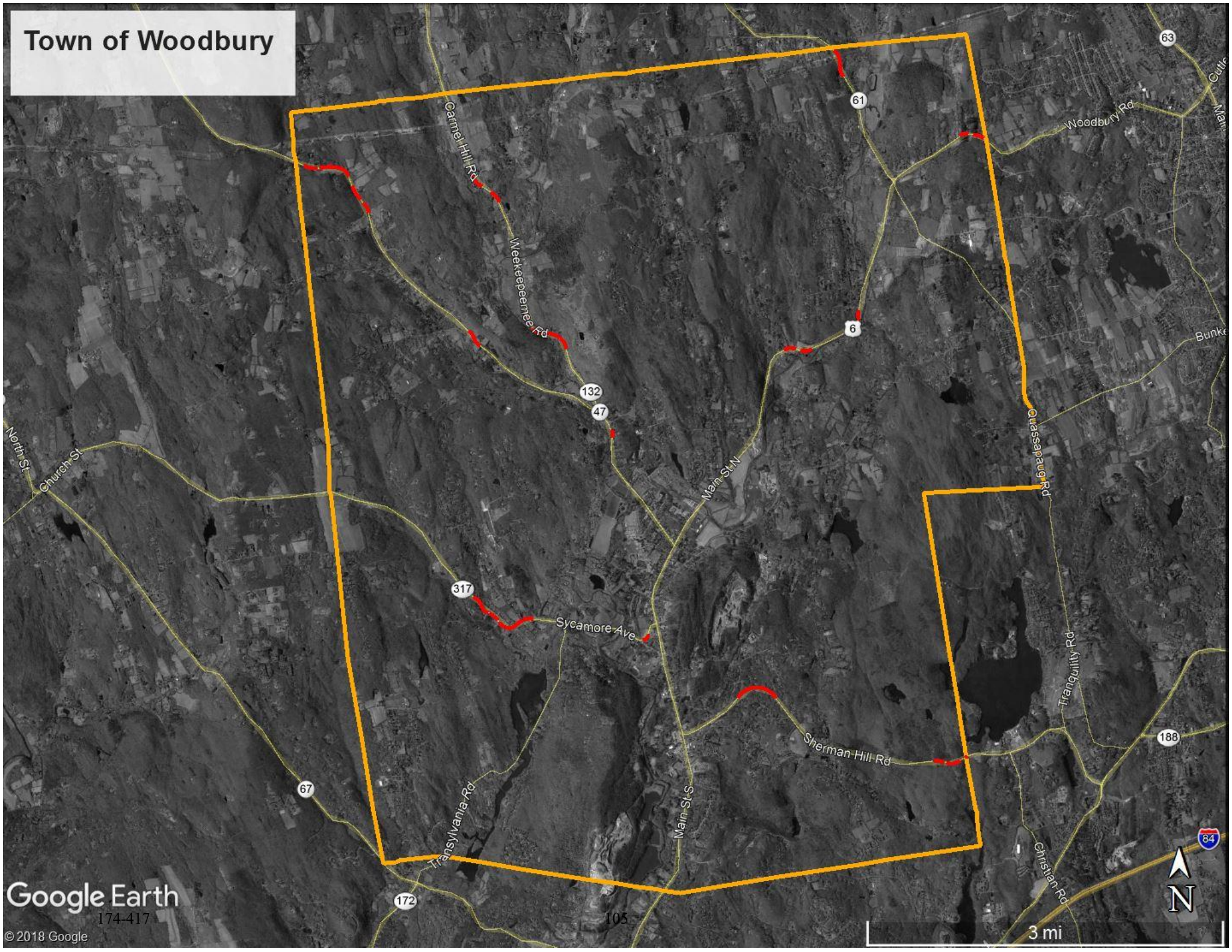
Town of Watertown



Town of Winchester



Town of Woodbury



NOTICE TO CONTRACTOR - CONSTRUCTION CONTRACTOR
DIGITAL SUBMISSIONS

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

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

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

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

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

**NOTICE TO CONTRACTOR - GLOBAL POSITIONING SYSTEM (GPS)
COORDINATES FOR SIGNS**

The Contractor shall obtain and provide to the Engineer sign installation data, including Global Positioning System (GPS) latitude and longitude coordinates, for all new State owned and maintained signs. The Engineer shall forward the sign data to the Division of Traffic Engineering for upload into the Highway Sign Inventory and Maintenance Management Program (SIMS). Sign data submissions or questions relating to SIMS or GPS shall be sent to DOT-SignInventory@ct.gov. Refer to the special provision for Section 12.00 General Clauses For Highway Signing.

NOTICE TO CONTRACTOR - FEDERAL WAGE DETERMINATIONS (Davis Bacon Act)

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

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

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

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

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

NOTICE TO CONTRACTOR - ARCHITECTURAL AND INDUSTRIAL MAINTENANCE COATINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-END-

NOTICE TO CONTRACTOR - USE OF STATE POLICE OFFICERS

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

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

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

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

NOTICE TO CONTRACTOR - ELECTRONIC ENGINEERING DATA (EED)

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

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

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

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

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

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

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

1.02.01—Contract Bidding and Award:

After the first sentence of the third paragraph, add the Following:

In accordance with the provisions of the Construction Contract Bidding and Award Manual, bidders must be prequalified for **Group No. 14A Installation, removal & modification of sheet aluminum signs and delineators on metal sign posts not requiring foundations**, to be eligible to bid on this project. Bidders that are not prequalified for this work classification will not be approved to bid on this project.

SECTION 1.02 - PROPOSAL REQUIREMENTS AND CONDITIONS

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

Replace the third sentence of the last paragraph with:

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

SECTION 1.05 - CONTROL OF THE WORK

Replace Article 1.05.02 with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1.08 - PROSECUTION AND PROGRESS

Article 1.08.04 - Limitation of Operations - Add the following:

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

Limited-Access Highways (I-84, U.S. Route 7, CT Route 8, & CT Route 9)

The Contractor shall not perform any work that will interfere with traffic operations during the below State observed Legal Holidays and Legal Holiday Periods.

A. On the following State observed Legal Holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

B. During the following Legal Holiday Periods:

- i. When an above Legal Holiday is celebrated on a Sunday or Monday: From 6:00 a.m. the immediately preceding Friday to 6:00 a.m. the immediately following Tuesday.
- ii. When an above Legal Holiday is celebrated on a Tuesday, Wednesday, or Thursday: From 6:00 a.m. the day before to 6:00 a.m. the day after, except Thanksgiving (see below for Thanksgiving specific restrictions).
- iii. When an above Legal Holiday is celebrated on a Friday or Saturday: From 6:00 a.m. the immediately preceding Thursday to 6:00 a.m. the immediately following Monday.
- iv. Thanksgiving: From 6:00 a.m. the Wednesday before to 6:00 a.m. the Monday after.

During all other times:

- A. The Contractor shall maintain and protect traffic as shown on the accompanying "Limitation of Operations" charts, which dictate the maximum number of lanes allowed to be closed and the allowable hours for implementing a rolling roadblock operation for each day of the week.
- B. The Contractor will be allowed to halt traffic for a period not to exceed 10 minutes to actively perform sign installation/removal/relocation/resetting, as approved by the Engineer, between 12:01 a.m. and 5:00 a.m. during all non-Legal Holiday Periods.

Limited-Access Highway Ramps (I-84, U.S. Route 7, CT Route 8, & CT Route 9)

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

Additional Restrictions:

- A. The Contractor shall not be allowed to close ramps and detour traffic at any time.

All Other Roadways

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

Additional Restrictions:

The Contractor shall be not allowed to close roadways at any time.

Additional Lane Closure Restrictions

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

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

Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 7 Northbound Location: M.P. 19.98 to 21.53 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 7 Southbound Location: M.P. 19.98 to 21.59 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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

Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 7 Northbound Location: M.P. 25.21 to 26.30 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 7 Southbound Location: M.P. 25.76 to 26.31 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 7 Northbound Location: M.P. 26.30 to 29.62 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 7 Southbound Location: M.P. 26.31 to 29.85 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 7 Northbound Location: M.P. 19.98 to 21.53 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 7 Southbound Location: M.P. 19.98 to 21.59 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 8 Northbound Location: M.P. 12.48 to 30.56 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 8 Southbound Location: M.P. 12.48 to 29.94 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 8 Northbound Location: M.P. 30.56 to 31.20 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 8 Southbound Location: M.P. 29.94 to 30.43 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 8 Northbound Location: M.P. 31.20 to 34.40 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 8 Southbound Location: M.P. 30.43 to 33.95 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 8 Northbound Location: M.P. 34.40 to 55.96 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 8 Southbound Location: M.P. 33.95 to 58.27 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 9 Northbound Location: M.P. 39.69 to 40.33 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 9 Southbound Location: M.P. 39.69 to 40.26 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 0.00 to 1.26 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 0.00 to 0.34 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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

Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 1.26 to 3.32 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 0.34 to 3.37 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 3.32 to 3.69 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 3.37 to 3.70 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 3.69 to 7.37 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	3	3	3	3	3	3	3
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	3	3	3	3	3	3	3
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 3.70 to 7.48 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	3	3	3	3	3	3	3
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	3	3	3	3	3	3	3
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 7.37 to 7.76 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 7.48 to 7.76 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 7.76 to 8.29 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 7.76 to 8.29 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 8.29 to 31.65 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 8.29 to 31.65 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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

Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 31.65 to 31.92 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 31.65 to 31.92 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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

Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 31.92 to 32.26 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 31.92 to 32.71 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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

Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 32.26 to 33.80 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 32.71 to 33.92 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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

Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 33.80 to 36.73 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 33.92 to 36.73 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 36.73 to 37.27 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 36.73 to 37.27 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound							
Location: M.P. 51.86 to 54.99							
Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound							
Location: M.P. 51.86 to 54.51							
Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	2	2
7 AM	E	E	E	E	E	2	2
8 AM	E	E	E	E	E	2	2
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	E
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	2	E	E
1 PM	2	2	2	2	2	E	E
2 PM	2	2	2	2	2	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 54.99 to 55.24 Number of Through Lane: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	2	2	2	2	2	2	2
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 54.51 to 55.24 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	3	3	3	3	3	3	3
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	3	3	3	3	3	3	3
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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Project No. 0174-0417
Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: 84 Eastbound Location: M.P. 55.24 to 55.99 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	3	3	3	3	3	3	3
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	3	3	3	3	3	3	3
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

Route: 84 Westbound Location: M.P. 55.24 to 55.99 Number of Through Lane: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	2	2	2	2	2	2	2
2 AM	2	2	2	2	2	2	2
3 AM	2	2	2	2	2	2	2
4 AM	2	2	2	2	2	2	2
5 AM	3	3	3	3	3	3	3
6 AM	E	E	E	E	E	E	E
7 AM	E	E	E	E	E	E	E
8 AM	E	E	E	E	E	E	E
9 AM	E	E	E	E	E	E	E
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	3	3	3	3	3	3	3
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	2	2	2	2	2	2	2
10 PM	2	2	2	2	2	2	2
11 PM	2	2	2	2	2	2	2

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

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SECTION 1.10 - ENVIRONMENTAL COMPLIANCE

In Article 1.10.03--Water Pollution Control: REQUIRED BEST MANAGEMENT PRACTICES

Add the following after Required Best Management Practices Number 13:

14. The Contractor is hereby notified that the location of the Project occurs within a public watershed, well head protection area, aquifer protection area (APA), or sole source aquifer (SSA). The Contractor is hereby notified that the location of State Project No. 0174-0417 occurs within one of these sensitive areas. The protected areas encompass the area of contribution and recharge for the protected resource, as depicted on the graphical map. Please note that the Office of Environmental Planning will provide the graphical map to the District after the Project has been awarded as this information is considered proprietary. As a result of this location, special requirements must be followed for cleaning machinery, storage of materials, and servicing/fueling equipment.
- a. All Contractors and their employees must be informed of the sensitive area that they are working in. No pollutants may be discharged that could have adverse effects on the public drinking water supply. Any fuel or other hazardous chemical spills must be reported immediately to the DEEP Oil and Chemical Spills Unit at (860) 424-3338, the Department of Public Health's Drinking Water Division at 860-509-7333, and Aquarion Water Company at 203-426-2430, **no exceptions**.

When working within the Pootatuck SSA in *Newtown* or within the Pawcatuck SSA in *North Stonington* which also encompasses areas in *Sterling*, *Stonington* and *Voluntown*, Mr. Jeff Butensky from the Environmental Protection Agency (EPA) must be contacted at (617) 918-1665. Mr. Robert Adler from the EPA must also be contacted at (617) 918-1396, if a Project is near the Rhode Island state border.

- b. Contractors must adhere to specialized cleanup procedures while working within the watershed, well head protection area, APA or SSA. No cleaning of any machinery shall be performed within one hundred (100) feet of any water body within the sensitive area.
- i. Specifically for cleanup associated with pavers, material transfer vehicles (MTV) and concrete mixers, the Contractor must move the equipment off line onto a tarp. The tarp must be in an acceptable condition so as to prevent liquids and solids from passing through to the ground beneath, when the area is used for paving operations. The cleanup area shall have oil absorbent pads placed on the tarp. The equipment shall be cleaned over the absorbent pads in a manner that will allow the pads to collect any liquids that are used for cleanup.
- ii. Specifically for cleanup associated with dump trucks, a liquid tight five gallon pail shall be placed at each corner of the dump body below the lower hinges to capture any materials generated during the cleanup.

- c. All materials generated during the cleanup procedures shall be removed off-site at the end of each day and disposed of in a manner consistent with all applicable laws and regulations. These materials shall not be buried outside of the roadway limits.
- d. Servicing and fueling of equipment shall be conducted outside of a public watershed area, APA, SSA, and/or well head protection area.
 - i. If equipment cannot be serviced and refueled outside of the watershed area, well head protection area, APA, or SSA then the Contractor shall utilize the proper spoils handling areas that are identified on the plans.
 - ii. Servicing and fueling of equipment is not permitted within a 500 foot radius of a non-community well and within a 1000 foot radius of a community well.
 - iii. Any fuel and/or hazardous materials that must be kept within these sensitive areas during working hours shall be stored in an enclosed spill proof container.
 - iv. Spill containment systems must be utilized during fueling operations, and shall be manufactured by Sentry Lite Berms, Collapse-a-tainer, or approved equal. It shall have a minimum capacity of 80-gallons and shall be made of plastic or vinyl which is inert to all fuel types.
 - v. Fuel spill remediation kits shall be stored on-site so that spills may be contained and cleaned quickly.
- e. Construction staging and laydown areas are prohibited within a watershed area, APA, SSA, and/or well head protection area. The Contractor shall submit to the Engineer the desired location of trailer(s), construction staging/laydown areas, containment systems, and sedimentation control systems for review and approval prior to the start of construction.
- f. Millings may be re-used as asphalt material. Disposal of excess millings must be performed off-site in a manner consistent with all applicable laws and regulations. At no time can millings be dumped or buried outside of the roadway limits.

SECTION 12.00 - GENERAL CLAUSES FOR HIGHWAY SIGNING

Description:

Work under this item shall conform to the requirements of Section 12.00 supplemented as follows:

12.00.07 – Global Positioning System (GPS) coordinates for signs:

The Contractor shall obtain and provide to the Engineer sign installation data, including Global Positioning System (GPS) latitude and longitude coordinates, for all new permanent State owned and maintained signs (temporary and construction signs are not to be included) installed in the project. The Engineer shall forward the sign data to the Division of Traffic Engineering for upload into the Highway Sign Inventory and Maintenance Management Program (SIMS). Sign data submissions or questions relating to SIMS or GPS shall be sent to DOT-SignInventory@ct.gov.

The horizontal datum is to be set to the State Plane Coordinate System, North American Datum of 1983 (NAD83) in feet. The minimum tolerance must be within 10 feet. The format of the GPS information shall be provided in a Microsoft Office compatible spreadsheet (Excel) file with data for each sign. The record for each sign installed is to be compatible with the anticipated CTDOT Sign Inventory and Management System (CTSIMS). The following format shall be used. However, the data fields noted by “#” are not required for the project submission. These entries will be completed as part of the Traffic Engineering CTSIMS data upload.

The cost of this work shall be included in the cost of the respective sign face – sheet aluminum and sign face – extruded aluminum items. The receipt of this electronic database must be received and accepted by the Engineer prior to final payment for items involving permanent highway signing. The electronic database information shall detail information regarding the sign actually installed by the project.

Field Number	Type	size	Description
1	text	20	Record Number (starting at 1...)
2	text	20	Sign Catalog Number
# 3	text	10	Size Height
# 4	text	10	Size Width
5	text	25	Legend
# 6	text	10	Background Color
# 7	text	10	Copy Color
8	Link	25	Material (see acceptable categories)
9	text	30	Comments if any
# 10	text	20	MUTCD Type
11	text	15	Town
12	text	5	Route
13	text	5	Route direction
# 14	text	10	Highway Log Mileage
15	text	15	Latitude
16	text	15	Longitude
17	text	25	Mounting Type
18	text	25	Reflective Sheeting Type
19	date	25	Date Installed
20	text	10	Number of Posts
21	text	255	Sheeting Manufacturer name and address
22	text	15	State Project Number (or)
23	text	15	Encroachment Permit number.
24	Graphic	*	Sign Picture Graphic.

* Graphics provided shall be representative of the sign supplied and be in color. Graphic formats shall be either JPG or TIFF and provided with a recommended pixel density of 800 x 600. The graphic shall be inserted in the supplied media in field 24 for each sign.

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

Description

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

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

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

Funding

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

Minorities and Women

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

Assigning Training Goals

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

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

The dollar thresholds for training assignments are as follows:

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

Training Classifications

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

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

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

Measurement and Payment

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

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

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

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

www.ct.gov/dot

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

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

January 2013

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

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

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

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

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

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

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

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

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

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

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

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

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

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

II. ADMINISTRATIVE REQUIREMENTS

A. General Requirements

A DBE goal percentage equaling 8 percent (%) of the Contract value has been established for this Contract. This DBE goal percentage will be applied to the final Contract value to ultimately determine the required DBE goal. If additional work is required, DBE firms should be provided the appropriate opportunities to achieve the required DBE goal.

In order to receive credit toward the Contract DBE goal, the firms utilized as DBE subcontractors or suppliers must be certified as DBEs in the type of work to be counted for credit by CTDOT’s Office of Contract Compliance prior to the date of the execution of the subcontract. Neither CTDOT nor the State of Connecticut’s Unified Certification Program (UCP) makes any representation as to any DBE’s

technical or financial ability to perform the work. Prime contractors are solely responsible for performing due diligence in hiring DBE subcontractors.

All DBEs shall perform a CUF for the work that is assigned to them. The Contractor shall monitor and ensure that the DBE is in compliance with this requirement. The Connecticut DBE UPC Directory of certified firms can be found on the CTDOT website <http://www.ct.gov/dot>. The directory lists certified DBE firms with a description of services that they are certified to perform. Only work identified in this listing may be counted towards the project's DBE goal. A DBE firm may request to have services added at any time by contacting CTDOT's Office of Contract Compliance. No credit shall be counted for any DBE firm found not to be performing a CUF.

Once a Contract is awarded, all DBEs that were listed on the pre-award DBE commitment document must be utilized. The Contractor is obligated to provide the value and items of the work originally established in the pre-award documentation to the DBE firms listed in the pre-award documentation. Any modifications to the pre-award commitment must follow the procedure established in Section II-C.

The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CTDOT's unit administering the Contract, CTDOT's Office of Contract Compliance and CTDOT's Office of Construction ("OOC"). Contact information for the designated liaison officer shall be furnished no later than the scheduled date for the pre-construction meeting.

The Contractor shall submit a bi-monthly report to the appropriate CTDOT unit administering the Contract. This report shall indicate what work has been performed to date, with the dollars paid and percentage of DBE goal completed.

Verified payments made to DBEs shall be included in this bi-monthly report. A sample form is included on the CTDOT website.

In addition, the report shall include:

1. A projected time frame of when the remaining work is to be completed for each DBE.
2. A statement by the Contractor either confirming that the approved DBEs are on schedule to meet the Contract goal, or that the Contractor is actively pursuing a GFE.
3. If retainage is specified in the Contract specifications, then a statement of certification that the subcontractors' retainage is being released in accordance with 1.08.01 (Revised or supplemented).

Failure by the Contractor to provide the required reports may result in CTDOT withholding an amount equal to one percent (1%) of the monthly estimate until the required documentation is received.

The Contractor shall receive DBE credit when a DBE, or any combination of DBEs, perform work under the Contract in accordance with this specification.

Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services, as verified by CTDOT, can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the Contractor or its affiliate cannot be counted toward the goal.

Monitoring of the CUF will occur by CTDOT throughout the life of the project. If it is unclear that the DBE is performing the work specified in its subcontract with the prime Contractor, further review may be required. If it is determined that the DBE is not performing a CUF, then the work performed by that DBE will not be counted towards the DBE goal percentage.

B. Subcontract Requirements

The Contractor shall submit to CTDOT's OOC all requests for subcontractor approvals on the standard CLA-12 forms provided by CTDOT. The dollar amount and items of work identified on the CLA-12 form must, at minimum, equal the dollar value submitted in the pre-award commitment. CLA-12 forms can be found at <http://www.ct.gov/dot/construction> under the "Subcontractor Approval" section. All DBE subcontractors must be identified on the CLA-12 form, regardless of whether they are being utilized to meet a Contract goal percentage. A copy of the legal Contract between the Contractor and the DBE subcontractor/supplier, a copy of the Title VI Contractor Assurances and a copy of the Required Contract Provision for Federal Aid Construction Contracts (Form FHWA-1273) (Federal Highway Administration projects only) must be submitted along with a request for subcontractor approval. These attachments cannot be substituted by reference.

If retainage is specified in the Contract specifications, then the subcontract agreement must contain a prompt payment mechanism that acts in accordance with Article 1.08.01 (Revised or supplemented).

If the Contract specifications do not contain a retainage clause, the Contractor shall not include a retainage clause in any subcontract agreement, and in this case, if a Contractor does include a retainage clause, it shall be deemed unenforceable.

In addition, the following documents are to be included with the CLA-12, if applicable:

- An explanation indicating who will purchase material.
- A statement explaining any method or arrangement for utilization of the Contractor's equipment.

The subcontract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties. If the subcontract items of work or unit prices are modified, the procedure established in Section II-C must be followed.

Should a DBE subcontractor further sublet items of work assigned to it, only lower tier subcontractors who are certified as a DBE firm will be counted toward the DBE goal. If the lower tier subcontractor is a non-DBE firm, the value of the work performed by that firm will not be counted as credit toward the DBE goal.

The use of joint checks between a DBE firm and the Contractor is acceptable, provided that written approval is received from the OOC prior to the issuance of any joint check. Should it become necessary to issue a joint check between the DBE firm and the Contractor to purchase materials, the DBE firm must be responsible for negotiating the cost, determining the quality and quantity, ordering the material and installing (where applicable), and administering the payment to the supplier. The Contractor should not make payment directly to suppliers.

Each subcontract the Contractor signs with a subcontractor must contain the following assurance:

“The subcontractor/supplier/manufacture shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/subcontractor/supplier/manufacture to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

C. Modification to Pre-Award Commitment

Contractors may not terminate for convenience any DBE subcontractor or supplier that was listed on the pre-award DBE commitment without prior written approval of the OOC. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Prior to approval, the Contractor must demonstrate to the satisfaction of the OOC, that it has good cause, as found in 49CFR Part 26.53 (f)(3), for termination of the DBE firm.

Before transmitting its request for approval to terminate pre-award DBE firms to the OOC, the Contractor must give written notice to the DBE subcontractor and include a copy to the OOC of its notice to terminate and/or substitute, and the reason for the notice.

The Contractor must provide five (5) days for the affected DBE firm to respond. This affords the DBE firm the opportunity to advise the OOC and the Contractor of any reasons why it objects to the termination of its subcontract and why the OOC should not approve the Contractor’s action.

Once the Contract is awarded, should there be any amendments or modifications of the approved pre-award DBE submission other than termination of a DBE firm, the Contractor shall follow the procedure below that best meets the criteria associated with the reason for modification:

1. If the change is due to a scope of work revision or non-routine quantity revision by CTDOT, the Contractor must notify CTDOT’s OOC in writing or via electronic mail that their DBE participation on the project may be impacted as soon as they are aware of the change. In this case, a release of work from the DBE firm may not be required; however the Contractor must concurrently notify the DBE firm in writing, and copy the OOC for inclusion in the project DBE file. This does not relieve the Contractor of its obligation to meet the Contract specified DBE goal, or of any other responsibility found in this specification.
2. If the change is due to a factor other than a CTDOT directive, a request for approval in writing or via electronic mail of the modification from the OOC must be submitted, along with an explanation of the change(s), prior to the commencement of work. The Contractor must also obtain a letter of release from the originally named DBE indicating their concurrence with the change, and the reason(s) for their inability to perform the work. In the event a release cannot be obtained, the Contractor must document all efforts made to obtain it.
3. In the event a DBE firm that was listed in the pre-award documents is **unable** or **unwilling** to perform the work assigned, the Contractor shall:

- Notify the OOC Division Chief immediately and make efforts to obtain a release of work from the firm.
- Submit documentation that will provide a basis for the change to the OOC for review and approval prior to the implementation of the change.
- Use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. The Contractor should also contact CTDOT's Office of Contract Compliance for assistance in locating additional DBE firms to the extent needed to meet the contract goal.

Should a DBE subcontractor be terminated or fail to complete work on the Contract for any reason, the Contractor must make a GFE to find another DBE subcontractor to substitute for the original DBE. The DBE replacement shall be given every opportunity to perform at least the same amount of work under the Contract as the original DBE subcontractor.

If the Contractor is unable to find a DBE replacement:

- The Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE. (Refer to GFE in Section III.)
- The Contractor must demonstrate that the originally named DBE, who is unable or unwilling to perform the work assigned, is in default of its subcontract, or identify other issues that affected the DBE firm's ability to perform the assigned work. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.**

III. GOOD FAITH EFFORTS

The DBE goal is **NOT** reduced or waived for projects where the Contractor receives a Pre-Award GFE determination from the Office of Contract Compliance prior to the award of the Contract. It remains the responsibility of the Contractor to make a continuing GFE to achieve the specified Contract DBE goal. The Contractor shall pursue every available opportunity to obtain additional DBE firms and document all efforts made in such attempts.

At the completion of all Contract work, the Contractor shall submit a final report to CTDOT's unit administering the Contract indicating the work done by and the dollars paid to DBEs. Only verified payments made to DBEs performing a CUF will be counted towards the Contract goal.

Goal attainment is based on the total Contract value, which includes all construction orders created during the Contract. If the Contractor does not achieve the specified Contract goal for DBE participation or has not provided the value of work to the DBE firms originally committed to in the pre-award submission, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

A GFE should consist of the following, where applicable (CTDOT reserves the right to request additional information):

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.
3. Provide a detailed explanation for each DBE that submitted a subcontract proposal which the Contractor considered to be unacceptable stating the reason(s) for this conclusion.
4. Provide documentation, if any, to support contacts made with CTDOT requesting assistance in satisfying the specified Contract goal.
5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal. Additional documentation of efforts made to obtain DBE firms may include but will not be limited to:
 - Negotiations held in good faith with interested DBE firms, not rejecting them without sound reasons.
 - Written notice provided to a reasonable number of specific DBE firms in sufficient time to allow effective participation.
 - Those portions of work that could be performed by readily available DBE firms.

In instances where the Contractor can adequately document or substantiate its GFE and compliance with other DBE Program requirements, the Contractor will have satisfied the DBE requirement and no administrative remedies will be imposed.

IV. PROJECT COMPLETION

At the completion of all Contract work, the Contractor shall:

1. Submit a final report to CTDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs.
2. Submit verified payments made to all DBE subcontractors for the work that was completed.
3. Submit documentation detailing any changes to the DBE pre-award subcontractors that have not met the original DBE pre-award commitment, including copies of the Department's approvals of those changes.
4. Retain all records for a period of three (3) years following acceptance by CTDOT of the Contract and those records shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and Federal agencies. If any litigation, claim, or audit is started before

the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records are resolved.

If the Contractor does not achieve the specified Contract goal for DBE participation in addition to meeting the dollar value committed to the DBE subcontractors identified in the pre-award commitment, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

V. SHORTFALLS

A. Failure to meet DBE goals

As specified in (II-A) above, attainment of the Contract DBE goal is based on the final Contract value. The Contractor is expected to achieve the amount of DBE participation originally committed to at the time of award; however, additional efforts must be made to provide opportunities to DBE firms in the event a Contract's original value is increased during the life of the Contract.

The Contractor is expected to utilize the DBE subcontractors originally committed in the DBE pre-award documentation for the work and dollar value that was originally assigned.

If a DBE is terminated or is unable or unwilling to complete its work on a Contract, the Contractor shall make a GFE to replace that DBE with another certified DBE to meet the Contract goal.

The Contractor shall immediately notify the OOC of the DBE's inability or unwillingness to perform, and provide reasonable documentation and make efforts to obtain a release of work from the firm.

If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE.

When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make a GFE to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the Contract goal.

For any DBE pre-award subcontractor that has been released appropriately from the project, no remedy will be assessed, provided that the Contractor has met the criteria described in Section II-C.

B. Administrative Remedies for Non-Compliance:

In cases where the Contractor has failed to meet the Contract specified DBE goal or the DBE pre-award commitment, and where no GFE has been demonstrated, then one or more of the following administrative remedies will be applied:

1. A reduction in Contract payments to the Contractor as determined by CTDOT, not to exceed the shortfall amount of the **DBE goal**. The maximum shortfall will be calculated by multiplying the

Contract DBE goal (adjusted by any applicable GFE) by the final Contract value, and subtracting any verified final payments made to DBE firms by the Contractor.

2. A reduction in Contract payments to the Contractor determined by CTDOT, not to exceed the shortfall amount of the **pre-award commitment**. The maximum shortfall will be calculated by subtracting any verified final payments made by the Contractor to each DBE subcontractor from the amount originally committed to that subcontractor in the pre-award commitment.
3. A reduction in Contract payments to the Contractor determined by CTDOT for any pre-award DBE subcontractor who has not obtained the dollar value of work identified in the DBE pre-award commitment and has not followed the requirements of Section II-C or for any DBE firm submitted for DBE credit that has not performed a CUF.
4. The Contractor being required to submit a written DBE Program Corrective Action Plan to CTDOT for review and approval, which is aimed at ensuring compliance on future projects.
5. The Contractor being required to attend a Non-Responsibility Meeting on the next contract where it is the apparent low bidder.
6. The Contractor being suspended from bidding on contracts for a period not to exceed six (6) months.

VI. CLASSIFICATIONS OTHER THAN SUBCONTRACTORS

A. Material Manufacturers

Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

If the Contractor elects to utilize a DBE manufacturer to satisfy a portion of, or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Material Suppliers (Dealers)

Credit for DBE dealers/suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from an approved DBE dealer/supplier.

In order for a firm to be considered a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. At least one of the following criteria

must apply:

- To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the regular dealers' own distribution equipment shall be by long term lease agreement, and not on an ad hoc or contract to contract basis.
- Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

If the Contractor elects to utilize a DBE supplier to satisfy a portion or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

C. Brokering

- Brokering of work for DBE firms who have been listed by the Department as certified brokers is allowed. Credit for those firms shall be applied following the procedures in Section VI-D.
- Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. DOT, Office of the Inspector General for prosecution under Title 18, U.S. Code, Part I, Chapter 47, Section 1020.

D. Non-Manufacturing or Non-Supplier DBE Credit

Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

- Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the OOC to be reasonable and consistent with fees customarily allowed for similar services.
- The fees charged only for delivery of materials and supplies required on a job site when the hauler, trucker, or delivery service is a DBE, and not the manufacturer, or regular dealer of the materials and

supplies, and provided that the fees are determined by the OOC to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by CTDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. Trucking

While technically still considered a subcontractor, the rules for counting credit for DBE trucking firms are as follows:

- The DBE must own and operate at least one fully licensed, insured, and operational truck used on the Contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks from a non-DBE firm; however the DBE may only receive credit for any fees or commissions received for arranging transportation services provided by the non-DBE firms. Additionally, the DBE firm must demonstrate that they are in full control of the trucking operation for which they are seeking credit.

VII. Suspected DBE Fraud

In appropriate cases, CTDOT will bring to the attention of the USDOT any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g. referral to the Department of Justice for criminal prosecution, referral to USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49 CFR Part 31.

**CONNECTICUT DEPARTMENT OF TRANSPORTATION
(OFFICE OF CONSTRUCTION)
BUREAU OF ENGINEERING AND CONSTRUCTION**

This affidavit must be completed by the State Contractor's DBE notarized and attached to the contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE contract requirements; failure to do so will result in not receiving credit towards the contract DBE requirement.

State Contract No.

Federal Aid Project No.

Description of Project

I, _____, acting in behalf of _____,
(Name of person signing Affidavit) (DBE person, firm, association or corporation)

of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or corporation)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or Corporation)
for the provision of the materials and/or supplies sought by _____.

If a manufacturer, I operate or maintain a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract an of the general character described by the specifications.

If a supplier, I perform a commercially useful function in the supply process. As a regular dealer, I, at a minimum, own and operate the distribution equipment for bulk items. Any supplementing of my distribution equipment shall be by long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

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

(Name of Corporation or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20 _____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires _____

CERTIFICATE OF CORPORATION

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

of the Corporation named in the foregoing instrument; that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then of said corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporation powers.

(Signature of Person Certifying)

(Date)

ITEM #0952080A - SELECTIVE CLEARING AND THINNING

Section 9.52 is amended as follows:

Article 9.52.01 – Description is supplemented as follows:

Work under this item shall consist of the cutting, trimming and removal of branches and brush as directed by the Engineer.

Article 9.52.03 – Construction Methods is supplemented as follows:

Contractors required to perform tree trimming shall be licensed arborists qualified to perform arboriculture within the State of Connecticut under Connecticut General Statutes – Section 23-61b, “Licensing for Arboriculture; examination; fees, renewal; suspension; revocation. Nonresidents. Records. Pesticides.” Tree trimming shall be performed to meet the latest American National Standard Institute (ANSI) A300 Standards described in the section of Tree Care Operations – Tree, Shrub and other Woody Plant Maintenance – Standard Practices (Pruning).

Where directed by the Engineer, materials to be cut, trimmed or removed shall be those items that restrict visibility to the signs being installed under this project based upon the guidelines of the Connecticut Highway Design Manual.

The Engineer will inspect and verify the limits of clearing and thinning prior to the Contractor proceeding with his cutting operation.

Article 9.52.04 – Method of Measurement is supplemented as follows:

Payment under Selective Clearing and Thinning shall be paid under Section 1.09.04 – Extra and Cost-Plus Work.

Article 9.52.05 – Basis of Payment is supplemented as follows:

This work will be paid for at the contract estimated price for “Selective Clearing and Thinning” which price shall include all materials, tools, equipment and labor incidental thereto.

Pay Item

Selective Clearing and Thinning

Pay Unit

est. (est.)

ITEM #0971001A - MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 – Description *is supplemented by the following:*

The Contractor shall maintain and protect traffic as described by the following and as limited in the special provision for Section 1.08 - Prosecution and Progress:

Limited-Access Highways (I-84, U.S. Route 7, CT Route 8, and CT Route 9)

The Contractor shall maintain and protect the minimum number of through lanes and shoulders on a paved travel path not less than 12 feet in width per lane during the hours dictated in the special provision for Article 1.08.04 – Limitation of Operations.

The Contractor will be permitted to halt traffic during the allowable periods. If more than one 10 minute period is required, then the Contractor shall allow all stored vehicles to proceed through the work area prior to the next stoppage.

Limited-Access Highway Ramps (I-84, U.S. Route 7, CT Route 8, and CT Route 9)

The Contractor shall maintain and protect existing traffic operations, with the following exception:

1. During the allowable periods and when the Contractor is actively working, the Contractor will be permitted to maintain and protect a minimum of 1 lane of traffic on a paved travel path not less than 12 feet in width.

All Other Roadways

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction with each lane on a paved travel path not less than 11 feet in width, with the following exception:

1. During the allowable periods and when the Contractor is actively working, the Contractor will be permitted to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 11 feet in width and no more than 300 feet in length, unless specified elsewhere in the Contract. There shall be no more than one alternating one-way traffic operation within the Project limits without prior approval of the Engineer.

Commercial and Residential Driveways

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the Project limits.

Article 9.71.03 - Construction Methods *is supplemented as follows:*

General

Unpaved travel paths will only be permitted for areas requiring full depth and full width reconstruction. The unpaved section shall be the full width of the road and shall be perpendicular to the travel lanes. The Contractor will be allowed to maintain traffic on processed aggregate for a duration not to exceed 10 calendar days and opposing traffic lane dividers shall be used as a centerline.

The Contractor is required to delineate any raised structures within the travel lanes, so that the structures are visible day and night, unless there are specific Contract plans and provisions to temporarily lower these structures prior to the completion of work.

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway or bridge section by the end of a work shift, or as directed by the Engineer.

When the installation of all intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall then install the final course of bituminous concrete pavement.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3 foot shoulder between the work area and travel lanes, with traffic drums spaced every 50 feet. At the end of the work shift if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary bituminous concrete traversable slope of 4:1 or flatter that is acceptable to the Engineer.

The Contractor, during the course of any active overhead construction work, shall close the lanes directly below the work area for the entire length of time overhead work is being undertaken.

At no time shall an overhead sign be left partially removed or installed.

When an existing sign is to be relocated or replaced, the work shall be completed during the same work shift.

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed, except during the allowable periods.

On limited-access highways, construction vehicles entering travel lanes shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at the posted speed limit, in order to merge with existing traffic.

Existing Signing

The Contractor shall maintain all existing overhead and side-mounted signs within the Project limits throughout the duration of the Project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary, and shall install temporary sign supports if necessary and as directed by the Engineer.

Signing Patterns

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

Traffic Control During Construction Operations

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for a safer and more efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

Traffic Control Patterns

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder or is within the clear zone. For each situation, the installation of traffic control devices shall be based on the following:

- Speed and volume of traffic.
- Duration of operation.
- Exposure to hazards.

Traffic control patterns shall be uniform, neat, and orderly in order to command respect from the motorist.

Lane reduction tapers should be placed so that the entire length of the taper is installed on a tangent section of roadway and the entire taper area can be seen by the motorist.

All existing conflicting signs shall be removed, covered with an opaque material, or turned so that they are not legible to oncoming traffic prior to implementing a traffic control pattern. The existing signs shall be uncovered or reinstalled once the pattern is removed.

A buffer area should be provided during installation of a traffic control pattern and maintained for the duration of the work. The buffer area shall be free of any equipment, workers, materials, and parked vehicles.

Construction Traffic Control Plans 19 through 25 should be used for moving operations such as line striping, rumble strips, pothole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns are not required for vehicles on an emergency patrol type activity or for a short duration stop of up to one hour, as long as the equipment is contained within the shoulder. Flashing lights, arrow boards, truck-mounted or trailer-mounted impact attenuators, and appropriate Trafficperson(s) shall be used when required.

In a situation not adequately covered by the Construction Traffic Control Plans, the Contractor shall contact the Engineer for assistance prior to setting up a traffic control pattern.

Placement of Signs

Signs shall be placed in a position that allows motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs shall be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads) where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

Allowable Adjustment of Signs and Devices Shown on the Construction Traffic Control Plans

The Construction Traffic Control Plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans.

The proper application of the Construction Traffic Control Plans and installation of traffic control devices is dependent upon actual field conditions.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

Adjustments to the Construction Traffic Control Plans shall only be made at the direction of the Engineer.

Table 1 indicates the minimum taper lengths required for a lane closure based on the posted speed limit and lane width of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the Construction Traffic Control Plans cannot be achieved.

Table 1 – Minimum Taper Length

POSTED SPEED LIMIT (MPH)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE (FEET)	
	FREEWAYS	SECONDARY ROADS
30 OR LESS	180	165
35	245	225
40	320	295
45	540	495
50	600	550
55	660	605
65	780	715

1. Work Zone Safety Meetings

- 1.a) Prior to the commencement of work, a Work Zone Safety Meeting shall be conducted with representatives from DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the Project. DOT Traffic Engineering shall be invited to the Work Zone Safety Meeting. Other Work Zone Safety Meetings during the course of the Project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the Meeting to outline the anticipated traffic control issues during the construction of this Project. Any issues that can't be resolved at these Meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda shall include:
- i. Review Project scope of work and time;
 - ii. Review Section 1.08, Prosecution and Progress;
 - iii. Review Section 9.70, Trafficpersons;
 - iv. Review Section 9.71, Maintenance and Protection of Traffic;
 - v. Review Contractor's schedule and method of operations;
 - vi. Review special concern areas: ramps, turning roadways, medians, lane drops, etc.;
 - vii. Open discussion of work zone questions and issues;
 - viii. Discussion of review and approval process for changes in Contract requirements as they relate to work zone areas.

2. General

- 2.a) Traffic control patterns shall only be installed if the required minimum number of signs, traffic cones, traffic drums, and other equipment (i.e. one Arrow Board for each lane closed, two Truck-Mounted or Trailer-Mounted Attenuators (TMAs), Changeable Message Sign, etc.) are on Site.
- 2.b) The Contractor shall have spare maintenance and protection of traffic equipment (TMAs, Arrow Board, Changeable Message Sign(s), construction signs, traffic cones, traffic drums, etc.) available at all times in case of mechanical failures, etc. Spare maintenance and protection of traffic equipment installed as a result of a sudden equipment breakdown shall be replaced by the Contractor within 24 hours.
- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel, and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for lost time.
- 2.d) In cases of differences of opinion between the Contractor and the Inspection staff, the Contractor shall follow the directions of the Engineer. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

3. Installing and Removing Traffic Control Patterns

- 3.a) Lane closures shall be installed beginning with the advance warning signs and proceeding forward toward the work area.
- 3.b) Lane closures shall be removed in the reverse order, beginning at the end of the work area, or traffic control pattern, and proceeding back toward the advance warning signs.
- 3.c) Stopping traffic may be allowed within the allowable hours stated in Section 1.08.04:
 - i. For those activities stated within the Contract.
 - ii. During paving, milling operations, or similar activities where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway so traffic does not travel across the longitudinal joint or difference in roadway elevation.
 - iii. To move slow moving equipment across live traffic lanes into the work area.
- 3.d) The Contractor shall adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.

- 3.e) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging with or exiting from the mainline traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.f) Workers are prohibited from crossing the travel lanes on limited access roadways to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

4. Implementation of Rolling Road Block (RRB)

- 4.a) Temporary road closures using a RRB may be allowed on limited access highways for operations associated with the installation and removal of temporary lane closures. RRB may be allowed for the installation and removal of lead signs and lane tapers only and shall meet the following requirements:
 - i. Refer to the Limitation of Operations Chart provided in Section 1.08.04 for the hours allowed for implementing a RRB operation. The Contractor shall only implement a RRB operation within the hours shown in the Chart.
 - ii. In areas with good sight lines and full shoulders, signs on the side of the road opposite the traffic pattern should be installed in a separate operation.
 - iii. TMAs equipped with Arrow Boards shall be used to slow traffic to implement the RRB. State Police Officers in marked vehicles may be used to support the implementation of the RRB. The RRB shall start by having all vehicles, including TMAs and police vehicles, leave the shoulder or on-ramp and accelerate to normal roadway speeds in each lane. The vehicles will then position themselves side by side and decelerate to the RRB speed on the highway.
 - iv. A Pre-Warning Vehicle, as specified elsewhere in the Contract, shall be used to advise the motorists that sign pattern installation or removal is underway.
 - v. The RRB duration shall not exceed 15 minutes from the start of the traffic block until all lanes are opened as designated in the Limitation of Operations chart. If the RRB duration exceeds 15 minutes on 2 successive shifts, no further RRB will be allowed until the Contractor obtains approval for a revised installation procedure from the District.
 - vi. RRB shall not be used to expand a lane closure pattern to an additional lane during the shift. The workers and equipment required to implement the additional lane closure should be staged from within the closed lane. TMAs (and State Police if available) shall be used to protect the workers installing the taper in the additional lane.
 - vii. Exceptions to these work procedures may be submitted to the District Office for consideration. A minimum of 2 business days shall be allowed for review and comment by the District.

- viii. The Engineer and the Contractor will review and discuss the RRB procedures (including any revisions) in advance of the work. The implementation of the agreed upon plan will be reviewed with the State Police during the Work Zone Safety Meeting held before each shift involving temporary lane closures. If the State Police determine that alternative procedures should be implemented for traffic control during the work shift, the Department and Contractor will attempt to resolve any discrepancies with the duty sergeant at the Troop. If the discrepancies are unable to be resolved prior to the start of the shift, then the work will proceed as recommended by the Department. Any unresolved issues shall be addressed the following day.

5. Use of Arrow Boards

- 5.a) On limited access roadways, one Arrow Board shall be used for each lane that is closed. The Arrow Board shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the Construction Traffic Control Plans. Additional Arrow Boards shall be deployed if sight distances are limited.
- 5.b) On non-limited access roadways, the use of an Arrow Board for lane closures is optional. The roadway geometry, sight distance, and traffic volume shall be considered in the decision to use the Arrow Board.
- 5.c) A vehicle displaying an arrow board shall be equipped with high-intensity rotating, flashing, oscillating, or strobe lights.
- 5.d) The flashing arrow mode shall be used for lane closure (merge) tapers.
- 5.e) The flashing arrow mode shall not be used for temporary alternating one-way traffic operations or to laterally shift lanes of traffic.
- 5.f) The flashing double arrow mode shall only be used for closing a center lane on a multilane roadway where adjacent left and right lanes remain open.
- 5.g) For shoulder work or roadside work near the shoulder, the Arrow Board shall be positioned in the shoulder and the flashing alternating diamond mode should be used.
- 5.h) The flashing alternating diamond caution mode should also be used when supplemental Arrow Boards are positioned in an already closed lane.

6. Use of Truck-Mounted or Trailer-Mounted Impact Attenuators (TMAs)

- 6.a) On limited access roadways, lane closures shall use a minimum of two TMAs to install and remove traffic control patterns. If two TMAs are not available, then the pattern shall not be installed.
- 6.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to utilize the TMAs.
- 6.c) On limited access roadways, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane to establish the advance and transition signing. The Arrow Board mounted on the TMA shall be in the arrow mode when taking the lane. The sign truck and workers shall be at sufficient distance ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Portable Changeable Message Signs, signs, Arrow Boards, and cones/drums are installed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when traveling in the closed lane.
- 6.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when in the closed lane.
- 6.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to Section 18.06. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) shall be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.
- 6.f) TMAs will be paid for in accordance with how the unit is used. If it is used as a TMA and is in the proper location as specified, then it will be paid for at the specified hourly rate for Truck-Mounted or Trailer-Mounted Impact Attenuator. When the TMA is used as an Arrow Board, it will be paid for at the daily rate for Arrow Board. If a TMA is used to install and remove a pattern and is also used as an Arrow Board in the same day, then the unit will be paid for as a Truck-Mounted or Trailer-Mounted Impact Attenuator for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove). If the TMA is also used as an Arrow Board during the same day, then the unit will only be paid for at the daily rate as an Arrow Board.

7. Use of Traffic Drums and Traffic Cones

- 7.a) On limited-access highways, ramps, and turning roadways:
 - i. Traffic drums shall be used for taper channelization.
 - ii. Traffic drums shall be used to delineate raised catch basins and other hazards.
 - iii. Traffic cones with a minimum height of 42 inches may be used in place of drums in the tangent section of a closed lane or shoulder.
 - iv. Traffic cones less than 42 inches in height shall not be used.

- 7.b) On all roadways:
 - i. Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
 - ii. Traffic cones shall not be left unattended.
 - iii. Traffic cones with a minimum height of 42 inches shall be used when the posted speed limit is 45 MPH or above.

- 7.c) Typical spacing of traffic drums and/or cones shown on the Construction Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

8. Use of Barricade Warning Lights

- 8.a) Barricade Warning Lights may be installed on channelizing devices when used in a merge taper. The Barricade Warning Lights shall flash in a sequential pattern when used in a merge taper. The successive flashing shall occur from the upstream end (beginning) of the merge taper to the downstream end (end) of the merge taper.

- 8.b) Type C Barricade Warning Lights may be used at night to delineate the edge of the travel way.

- 8.c) Type B Barricade Warning Lights shall be used on post-mounted advanced warning signs.

9. Use of Portable Changeable Message Signs (PCMS)

- 9.a) On limited access roadways, one PCMS shall be used in advance of the traffic control pattern for all lane closures. Prior to installing the pattern, the PCMS shall be installed and in operation, displaying the appropriate lane closure information. The PCMS shall be positioned ½ to 1 mile ahead of the start of the lane closure taper. If the distance to the nearest exit ramp is greater than the specified ½ to 1 mile distance, then an additional PCMS shall be positioned a sufficient distance ahead of the exit ramp (and before the previous on-ramp where practical) to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 9.b) On non-limited access roadways, the use of PCMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to use the PCMS.
- 9.c) PCMS should be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where a traffic barrier is not available to shield the PCMS, it should be placed off the shoulder and outside of the clear zone. If a PCMS has to be placed on the shoulder of the roadway or within the clear zone, it should be placed on the paved shoulder with a minimum of five traffic drums placed in a taper in front of it to delineate its position. The taper shall meet minimum distance requirements for a shoulder closure. The PCMS shall be protected if it is used for a continuous duration of 36 hours or more.
- 9.d) The PCMS shall be removed from the clear zone and have the display screen cleared and turned 90 degrees away from the roadway when the PCMS is no longer required.
- 9.e) The PCMS should not be used within 1,000 feet of an existing PCMS or Variable Message Sign (VMS).
- 9.f) A PCMS message shall:
 - i. consist of no more than two phases;
 - ii. contain no more than three lines of text per phase;
 - iii. have no more than eight characters per line, including spaces.
- 9.g) The PCMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs. The PCMS should not be used for generic messages (ex.: Road Work Ahead, Bump Ahead, Gravel Road, etc.) or for messages that need to be displayed for long periods of time, such as during stage construction. These types of messages should be displayed with construction signs. Special signs shall be coordinated with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.
- 9.h) Typical messages that are allowed on the PCMS are shown below. Approval must be received from the Office of Construction for any message(s) different than the typical messages shown in Figure 1.
- 9.i) All messages shall comply with the information provided in Tables 2 and 3.

	<u>Phase 1</u>	<u>Phase 2</u>	<u>Message No.</u>	<u>Phase 1</u>	<u>Phase 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	EXIT XX CLOSED	USE EXIT YY
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	EXIT XX CLOSED USE YY	FOLLOW DETOUR
5	RIGHT LANE CLOSED	MERGE LEFT	13	2 LANES SHIFT AHEAD	USE CAUTION
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	3 LANES SHIFT AHEAD	USE CAUTION
7	RIGHT LANE CLOSED	REDUCE SPEED			
8	2 RIGHT LANES CLOSED	REDUCE SPEED			

Figure 1: Typical PCMS Messages

Table 2: Acceptable Abbreviations

Word Message	Standard Abbreviation	Word Message	Standard Abbreviation
Access	ACCS	Minimum	MIN
Afternoon / Evening	PM	Minor	MNR
Ahead	AHD	Minute(s)	MIN
Alternate	ALT	Monday	MON
Avenue	AVE, AV	Morning / Late Night	AM
Bicycle	BIKE	Mount	MT
Blocked	BLKD	Mountain	MTN
Boulevard	BLVD	National	NATL
Bridge	BR	Normal	NORM
CB Radio	CB	North	N
Center	CTR	Northbound	NBND
Center	CNTR	Oversized	OVRSZ
Chemical	CHEM	Parking	PKING
Circle	CIR	Parkway	PKWY
Compressed Natural Gas	CNG	Pavement	PVMT
Condition	COND	Pedestrian	PED
Congested	CONG	Place	PL
Construction	CONST	Pounds	LBS
Court	CT	Prepare	PREP
Crossing	XING	Quality	QLTY
Crossing (other than highway-rail)	XING	Right	RT
Downtown	DWNTN	Road	RD
Drive	DR	Roadwork	RDWK
East	E	Route	RT, RTE
Eastbound	EBND	Saint	ST
Electric Vehicle	EV	Saturday	SAT
Emergency	EMER	Service	SERV
Entrance, Enter	ENT	Shoulder	SHLDR
Exit	EX	Slippery	SLIP
Express	EXP	South	S
Expressway	EXPWY	Southbound	SBND
Feet	FT	Speed	SPD
Freeway	FRWY, FWY	State, county, or other non-US or non-Interstate numbered route	[Route Abbreviation determined by highway agency]**
Friday	FRI	Street	ST
Frontage	FRNTG	Sunday	SUN
Hazardous	HAZ	Telephone	PHONE
Hazardous Material	HAZMAT	Temporary	TEMP
High Occupancy Vehicle	HOV	Terrace	TER
Highway	HWY	Thruway	THWY
Highway-Rail Grade Crossing	RR XING	Thursday	THURS

Hospital	HOSP	Tons of Weight	T
Hour(s)	HR, HRS	Traffic	TRAF
Information	INFO	Trail	TR
International	INTL	Travelers	TRVLRS
Interstate	I-	Tuesday	TUES
Junction / Intersection	JCT	Turnpike	TPK
Lane	LN	Two-Way Intersection	2-WAY
Left	LFT	Two-Wheeled Vehicles	CYCLES
Liquid Propane Gas	LP-GAS	Upper	UPR
Local	LOC	US Numbered Route	US
Lower	LWR	Vehicle(s)	VEH, VEHS
Maintenance	MAINT	Warning	WARN
Major	MAJ	Wednesday	WED
Maximum	MAX	West	W
Mile(s)	MI	Westbound	WBND
Miles Per Hour	MPH		

** A space and no dash shall be placed between the abbreviation and the number of the route.

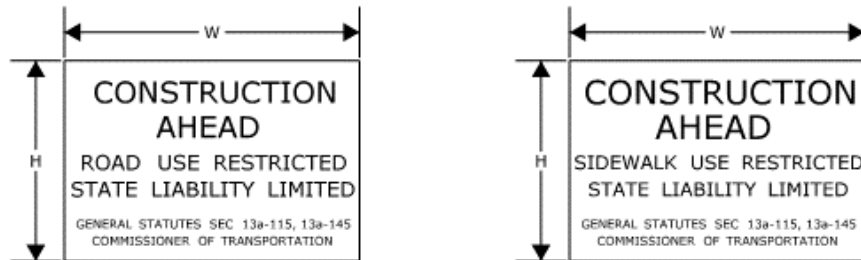
Table 3: Unacceptable Abbreviations

Unacceptable Abbreviation	Intended Word	Common Misinterpretation
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (Merge)
LT	Light (Traffic)	Left
PARK	Parking	Park
POLL	Pollution (Index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
WRNG	Warning	Wrong

10. Use of State Police Officers

- 10.a) State Police may be used only on limited access highways and secondary roadways that are under their primary jurisdiction. A minimum of one Officer may be used per critical sign pattern; however, a State Police presence is not required. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Left lane closures may also be implemented without State Police presence in areas with only moderate traffic and wide, unobstructed medians. It may be desirable to have a State Police presence, when available, under specific situations, such as nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur; however, they are not required.
- 10.b) If a State Police presence is provided, once the pattern is in place, the State Police Officer should be positioned in a non- hazardous location in advance of the pattern to provide advance warning to the motorist. If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall reposition so that they are located prior to the backup. The State Police Officer should not be located immediately behind or within the roll ahead area of any TMA or within the work zone buffer area. The State Police Officer shall not be positioned in such a way that the State Police Officer obstructs any construction warning signs or PCMS from view of the motorist.
- 10.c) Other functions of the State Police Officer(s) may include:
- i. Assisting construction vehicles entering and exiting the work area.
 - ii. Enforcement of motor vehicle laws within the work area, if specifically requested by the Engineer.
- 10.d) State Police Officers assigned to a work site shall take direction from the Engineer.

SERIES 16 SIGNS



		W	H
16-E	80-1605	84" x 60"	
16-H	80-1608	60" x 42"	
16-M	80-1613	30" x 24"	

		W	H
16-S	80-1619	48" x 30"	

SIGN 16-S SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS. SERIES 16 SIGNS SHOULD BE LOCATED TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHOULD BE INSTALLED ON MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHOULD BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

SIGNS 16-E AND 16-H SHALL BE POST-MOUNTED.

SIGN 16-E SHALL BE USED ON ALL FREEWAYS AND EXPRESSWAYS.

SIGN 16-H SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS AND MAJOR TOWN/CITY ROADWAYS.

SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

CONSTRUCTION TRAFFIC CONTROL PLAN
SERIES 16 SIGNS

SCALE: NONE

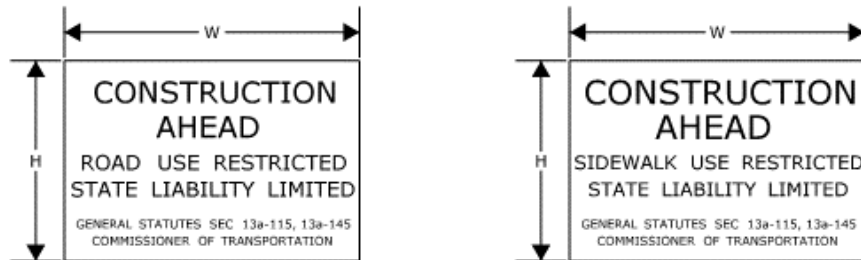
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Tracy L. Fogarty
PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.
2019.10.09 16:30:32-0402

SERIES 16 SIGNS



		W	H
16-E	80-1605	84" x 60"	
16-H	80-1608	60" x 42"	
16-M	80-1613	30" x 24"	

		W	H
16-S	80-1619	48" x 30"	

SIGN 16-S SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS. SERIES 16 SIGNS SHOULD BE LOCATED TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHOULD BE INSTALLED ON MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHOULD BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

SIGNS 16-E AND 16-H SHALL BE POST-MOUNTED.

SIGN 16-E SHALL BE USED ON ALL FREEWAYS AND EXPRESSWAYS.

SIGN 16-H SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS AND MAJOR TOWN/CITY ROADWAYS.

SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

CONSTRUCTION TRAFFIC CONTROL PLAN
SERIES 16 SIGNS

SCALE: NONE

CONNECTICUT DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Tracy L. Fogarty
 PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.
 2019.10.09 16:30:32-0402

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED IN ADVANCE TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. TRAFFIC CONES AND PORTABLE CONSTRUCTION SIGNS SHALL NOT BE LEFT UNATTENDED.
5. ALL CONFLICTING SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 48 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT \leq 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION FROM SUNSET TO SUNRISE, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A PORTABLE CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF MILE TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180'
35	245'
40	320'
45	540'
50	600'
55	660'
65	780'

CONSTRUCTION TRAFFIC CONTROL PLAN

NOTES

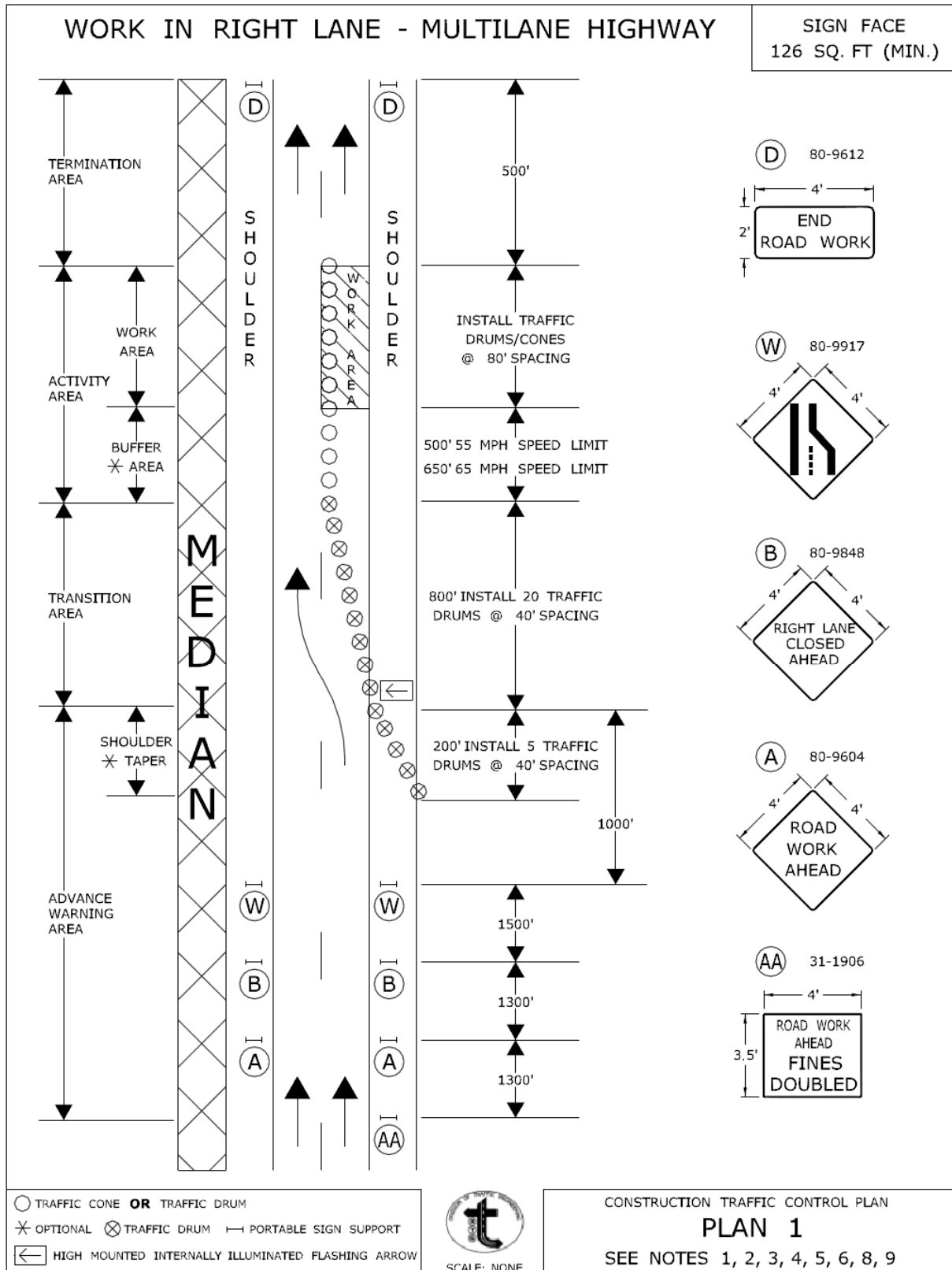
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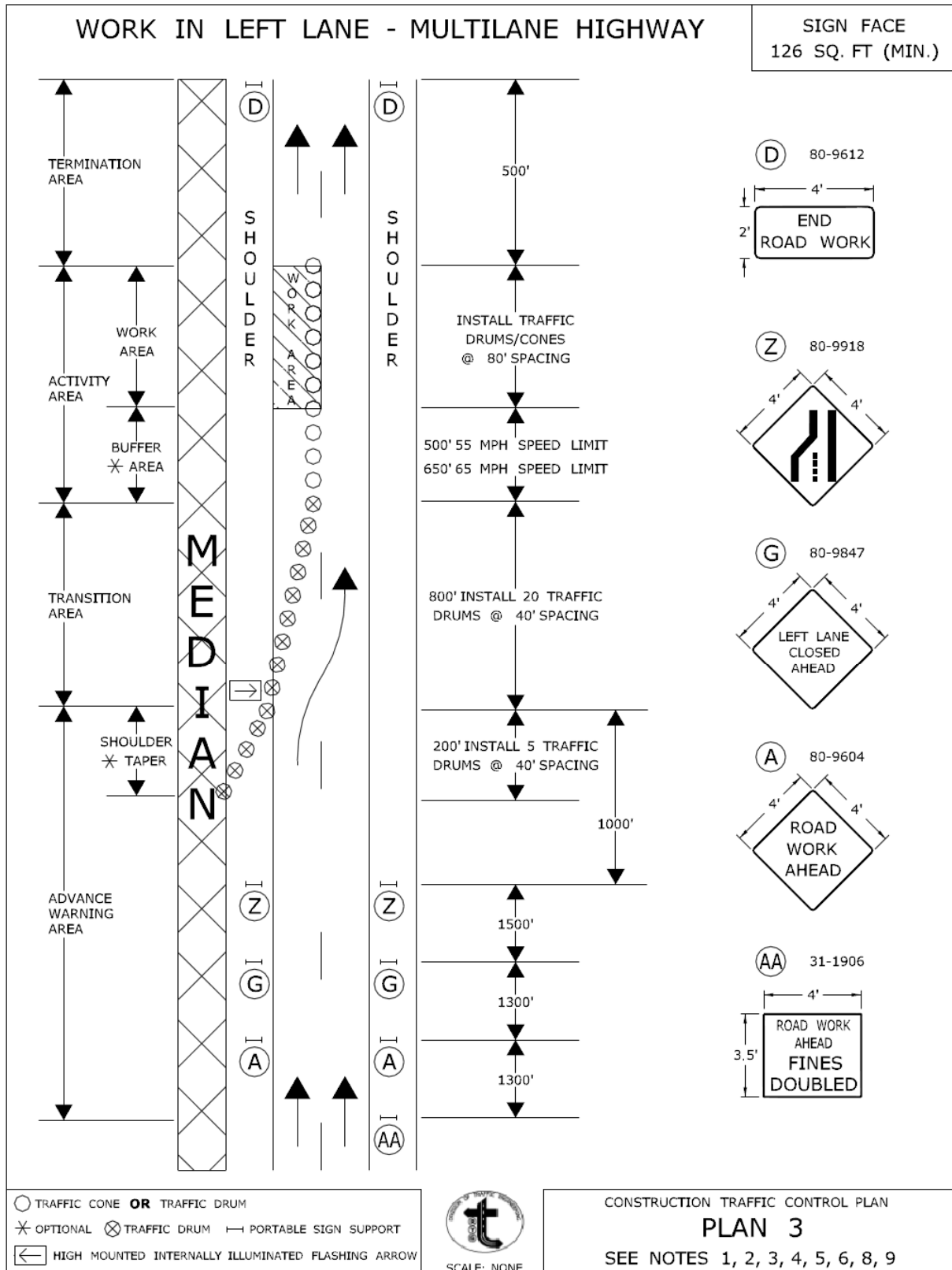
Tracy L. Fogarty
PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.
2019.05.13 06:47:47-04107



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 Charles S. Harlow
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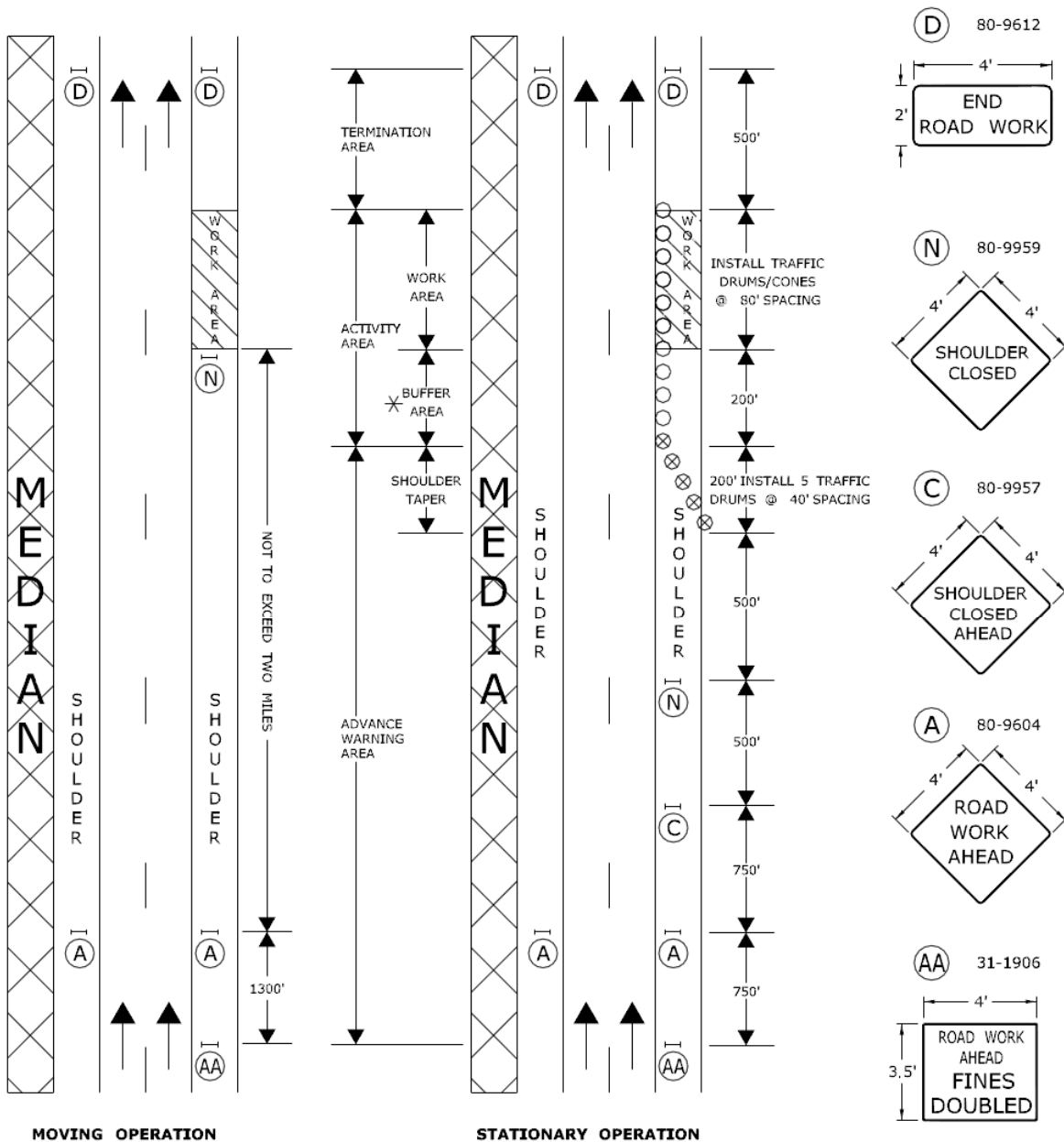


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 Charles S. Harlow
 2012.06.05 15:51:46-0400
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WORK IN SHOULDER AREA - MULTILANE HIGHWAY

SIGN FACE
94 SQ. FT (MIN.)



- TRAFFIC CONE OR TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 6

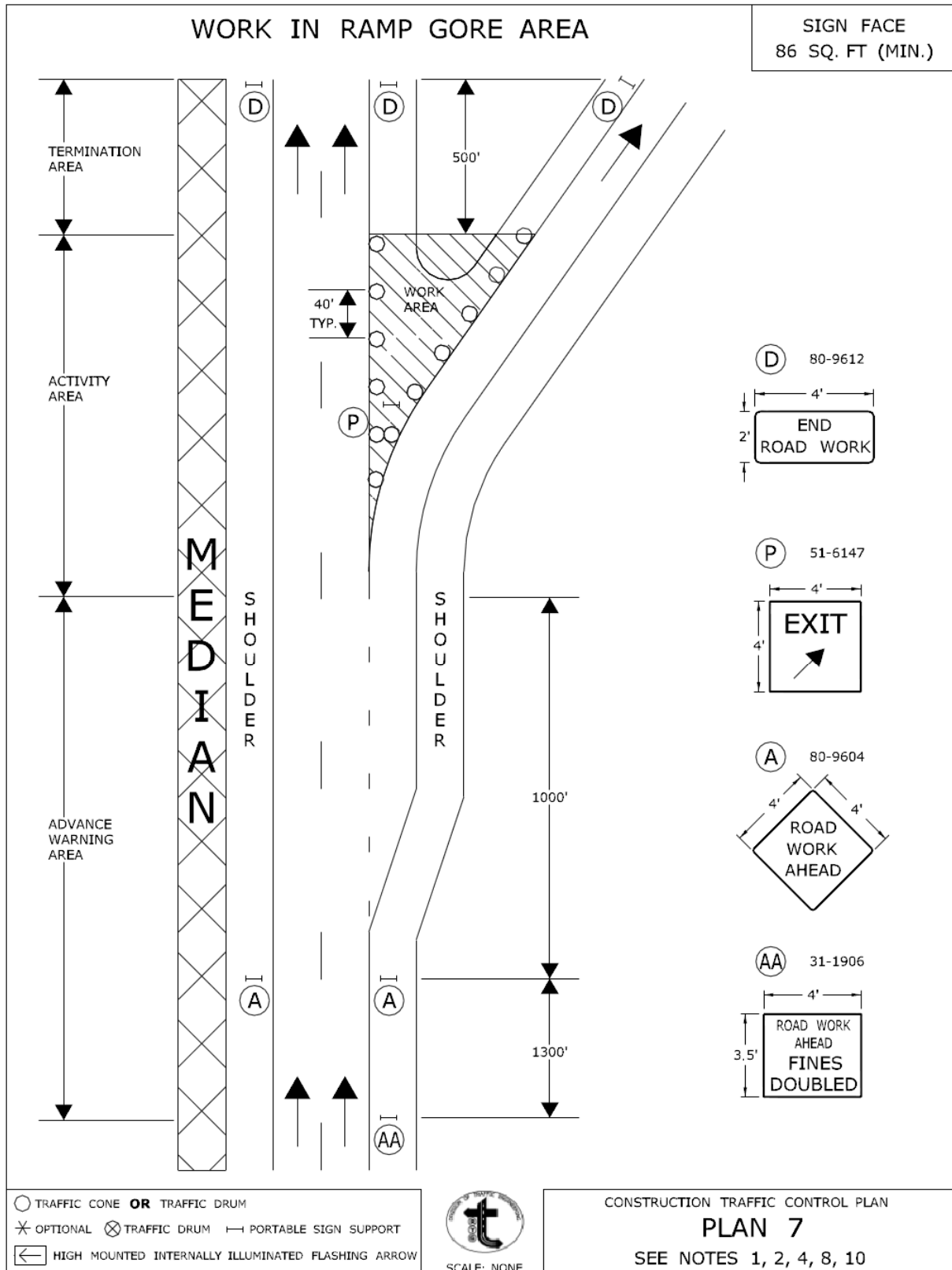
SEE NOTES 1, 2, 4, 8

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Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:52:38-04'00"



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SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 7

SEE NOTES 1, 2, 4, 8, 10

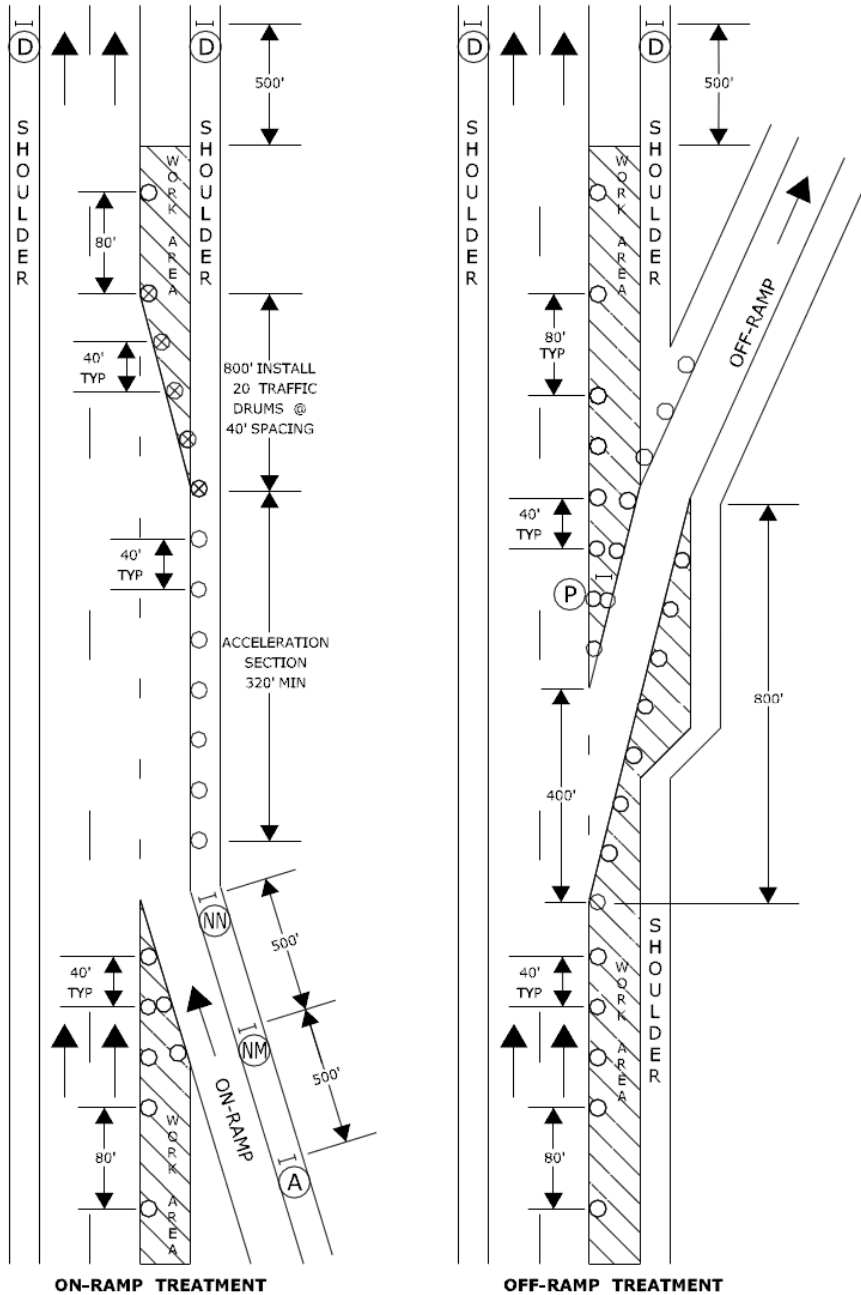
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PRINCIPAL ENGINEER

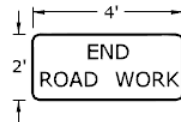
Charles S. Harlow
2012.06.05 15:53:03-0400

TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

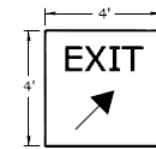
SIGN FACE SQ. FT VARIES



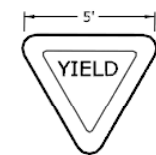
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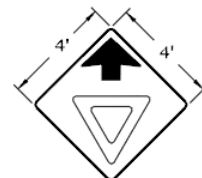
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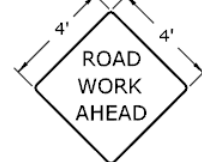
(NN) 31-0528



(NM) 80-9055



(A) 80-9604



USE TRAFFIC CONTROL PLAN 1 TO CLOSE THE RIGHT LANE

- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 8

SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9, 10

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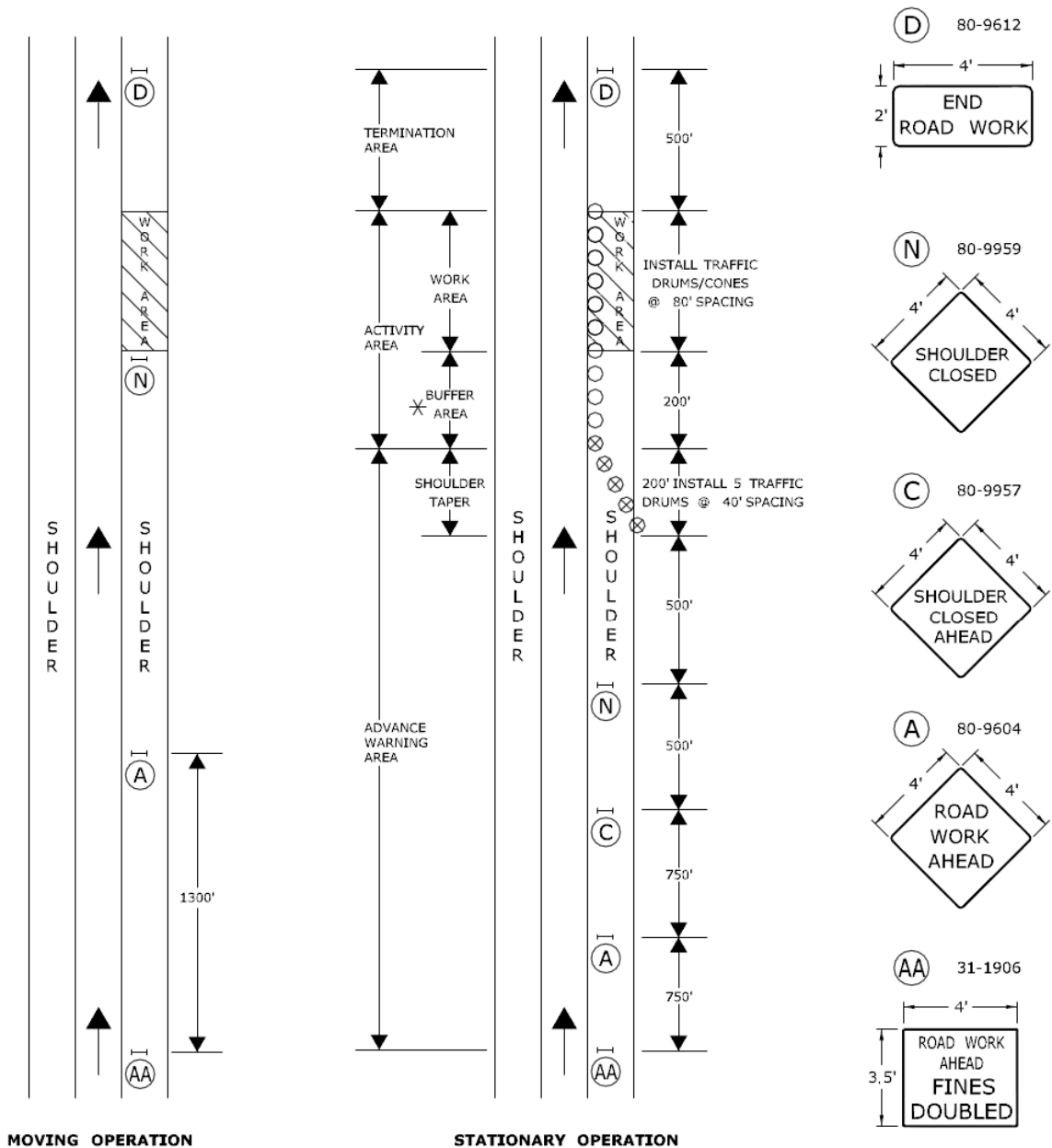
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:53:31-0400

WORK IN SHOULDER AREA - TURNING ROADWAYS / RAMPS

SIGN FACE
70 SQ. FT (MIN.)



- TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

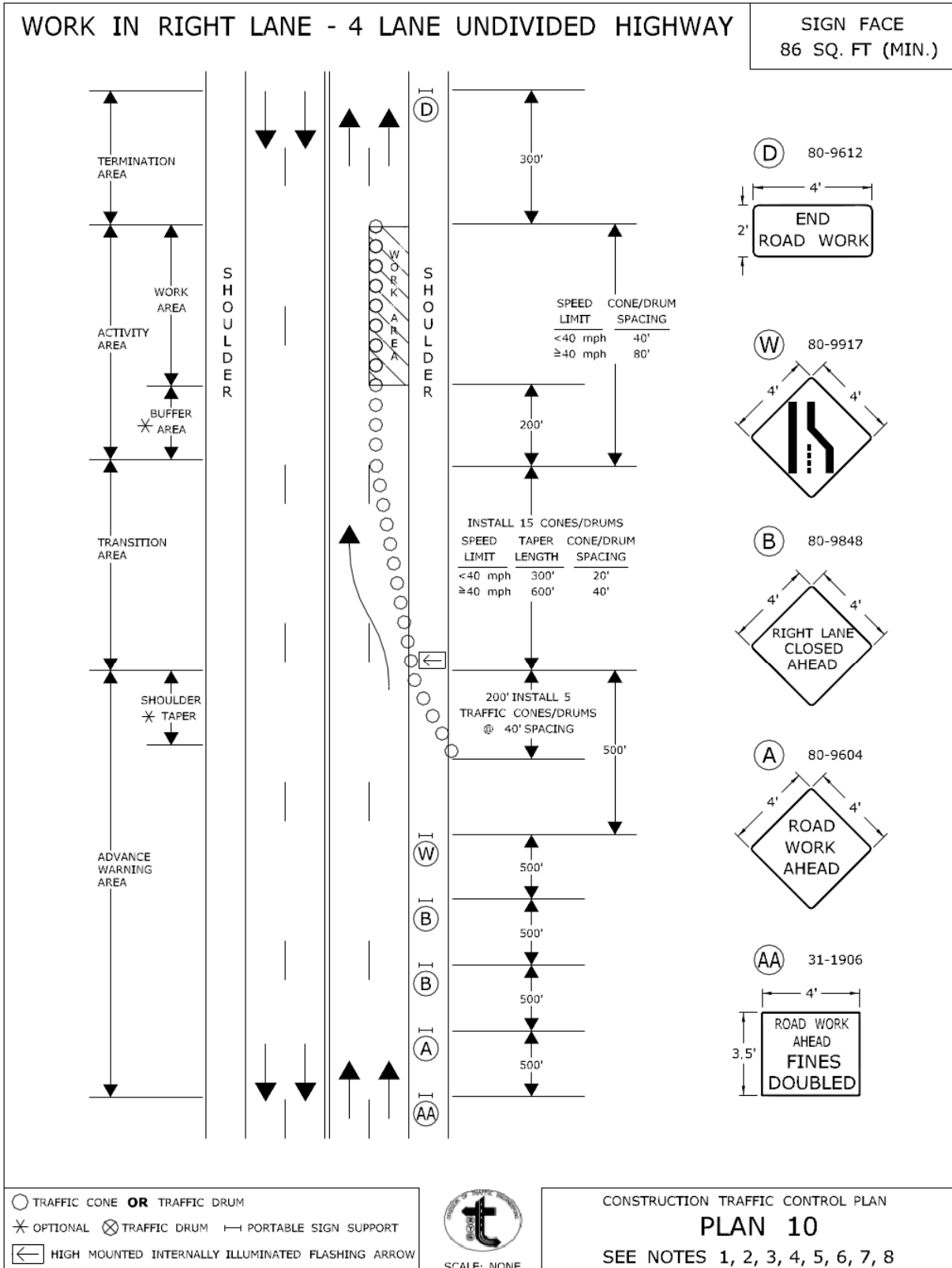
CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 9

SEE NOTES 1, 2, 4, 8

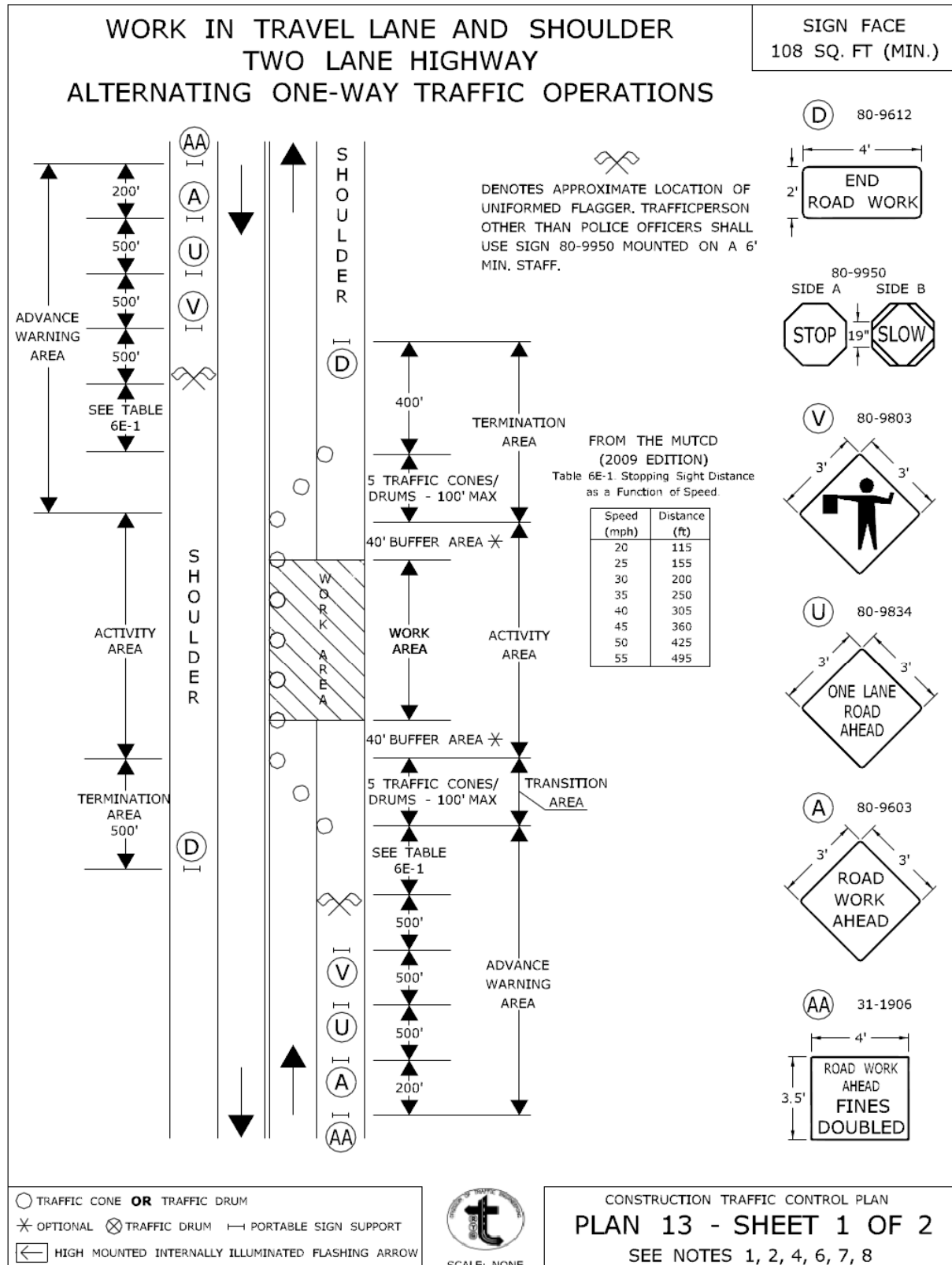
CONNECTICUT DEPARTMENT OF TRANSPORTATION
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APPROVED *Charles S. Harlow*
PRINCIPAL ENGINEER
2012.06.05 15:53:53-0400'



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APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:54:15-0400
PRINCIPAL ENGINEER



APPROVED *Charles S. Harlow*
 PRINCIPAL ENGINEER

Charles S. Harlow
 2012.06.05 15:55:23-04'00"

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WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



- TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

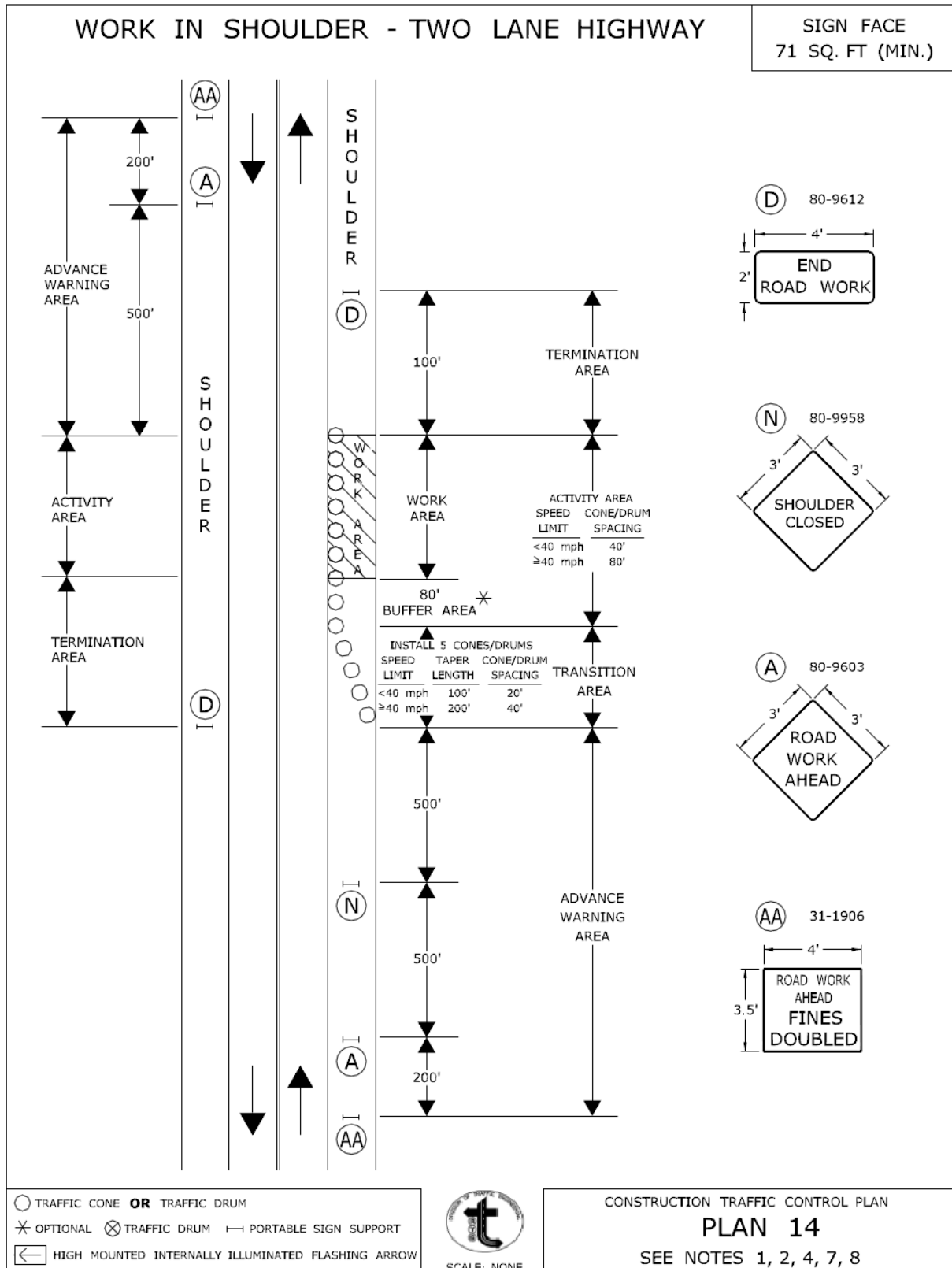


SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
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APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:55:45-04'00'
PRINCIPAL ENGINEER



- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 14

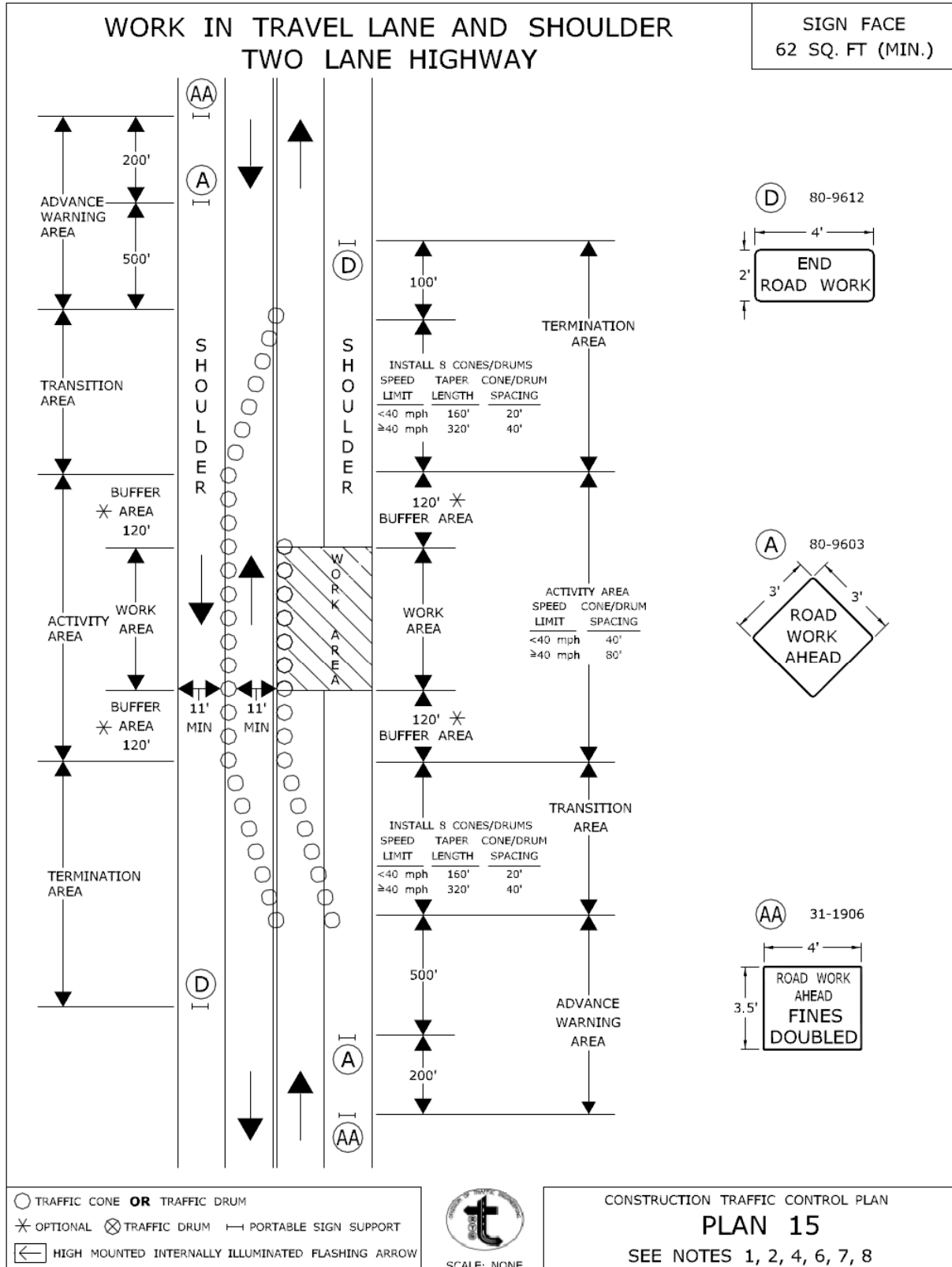
SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.08.05 15:56:09-04'00"



- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ✕ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

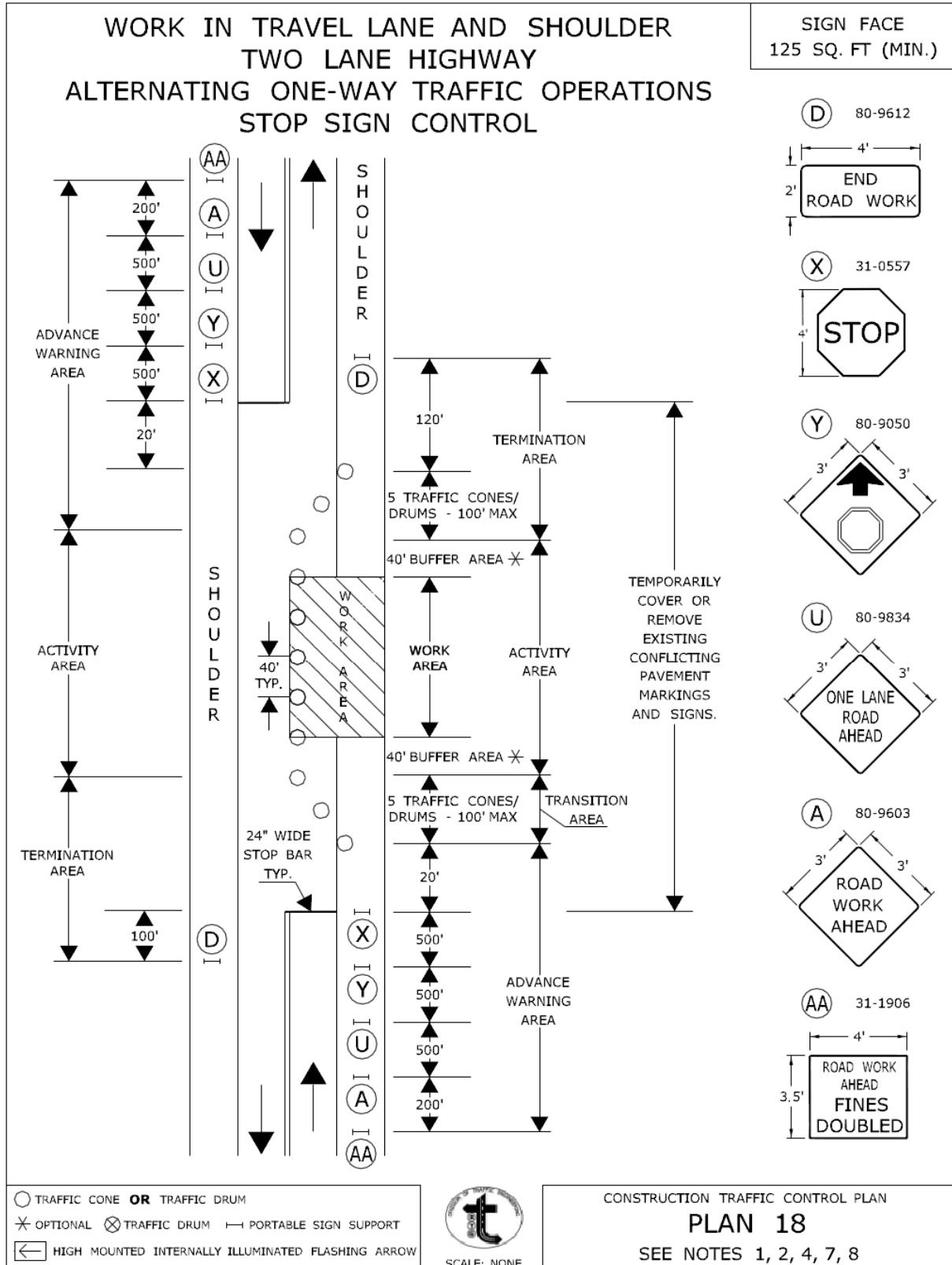


SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 15
SEE NOTES 1, 2, 4, 6, 7, 8

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APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:56:29-04'00"
PRINCIPAL ENGINEER



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APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:57:37-0400'
PRINCIPAL ENGINEER

Article 9.71.05 – Basis of Payment *is supplemented by the following:*

The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports shall be paid for under the item “Maintenance and Protection of Traffic”. Temporary overhead sign supports and foundations shall be paid for under the appropriate item(s).

The cost of furnishing, installing, and removing the material for the 4H:1V traversable slope shall be paid for under the item “Maintenance and Protection of Traffic”.

The cost of furnishing, installing, and removing the detectable construction barricades used for intermediate term sidewalk closures shall be paid for under the item “Maintenance and Protection of Traffic”.

ITEM #1130010A - ARROW BOARD

Replace the entire Section 11.30 with the following:

11.30.01—Description: Work under this item shall include furnishing and maintaining a trailer-mounted or truck-mounted Arrow Boards at the locations indicated on the plans or as directed by the Engineer.

11.30.02—Materials: A Materials Certificate for the Arrow Board shall be submitted to the Engineer. The Arrow Board shall meet the requirements of Type C Arrow Board in MUTCD Chapter 6F, and the following:

1. Physical Characteristics of the Arrow Board:

- a. Arrow Board Display Dimensions - width 8 feet, height 4 feet
- b. Height above Roadway - Minimum 7 feet from the roadway to the bottom of the display, except on truck-mounted Arrow Boards, which shall be as high as practical
- c. Power Source - Battery or solar power, including backup
- d. Secure Controller – Arrow Boards shall be equipped with a lockable cabinet for controller storage

2. Visual Characteristics of the Arrow Board:

- a. Matrix - Minimum of 15 illuminated elements
- b. Display Modes - flashing arrow, flashing double arrow, flashing caution, and flashing alternating diamond caution
- c. Color - Non-reflective black background with yellow or amber elements
- d. Flash Rate - 25 to 40 flashes per minute
- e. Dimming - Arrow Board shall be equipped with a photocell for automatic sign dimming, with at least 50% from full brilliance, based on lighting conditions
- f. Legibility - Arrow Board brightness must provide for legibility within 1 mile

11.30.03—Construction Methods: The Contractor shall furnish, place, operate, and relocate the Arrow Board as required on the plans or as directed by the Engineer, in accordance with Chapter 6F of the MUTCD.

The Contractor shall maintain the Arrow Board in accordance with the ATSSA "Quality Standards for Temporary Traffic Control Devices and Features." Any Arrow Board that does not meet these guidelines shall be removed and replaced.

When the Arrow Board is no longer required, it shall be removed from the Site.

11.30.04—Method of Measurement: This work will be measured for payment by the number of calendar days that the Arrow Board is in place and in operation. When an Arrow Board is in operation for less than a day, such a period of time shall be considered to be a full day regardless of actual time in operation.

11.30.05—Basis of Payment: This work will be paid for at the Contract unit price per day for "Arrow Board", which shall include furnishing, placing, operating, maintaining, relocating,

removing the Arrow Board and its appurtenances, and all material, labor, tools and equipment incidental thereto.

Pay Item
Arrow Board

Pay Unit
day

ITEM #1206023A - REMOVAL AND RELOCATION OF EXISTING SIGNS

Section 12.06 is supplemented as follows:

Article 12.06.01 – Description is supplemented with the following:

Work under this item shall consist of the removal and/or relocation of designated side-mounted extruded aluminum and sheet aluminum signs, sign posts, sign supports, and foundations where indicated on the plans or as directed by the Engineer. Work under this item shall also include furnishing and installing new sign posts and associated hardware for signs designated for relocation.

Article 12.06.03 – Construction Methods is supplemented with the following:

The Contractor shall take care during the removal and relocation of existing signs, sign posts, and sign supports that are to be relocated so that they are not damaged. Any material that is damaged shall be replaced by the Contractor at no cost to the State.

Foundations and other materials designated for removal shall be removed and disposed of by the Contractor as directed by the Engineer and in accordance with existing standards for Removal of Existing Signing.

Sheet aluminum signs designated for relocation are to be re-installed on new sign posts.

Article 12.06.04 – Method of Measurement is supplemented with the following:

Payment under Removal and Relocation of Existing Signs shall be at the contract lump sum price which shall include all extruded aluminum and sheet aluminum signs, sign posts, and sign supports designated for relocation, all new sign posts and associated hardware for signs designated for relocation, all extruded aluminum signs, sheet aluminum signs, sign posts and sign supports designated for scrap, and foundations and other materials designated for removal and disposal, and all work and equipment required.

Article 12.06.05 – Basis of Payment is supplemented with the following:

This work will be paid for at the contract lump sum price for “Removal and Relocation of Existing Signs” which price shall include relocating designated extruded aluminum and sheet aluminum signs, sign posts, and sign supports, providing new posts and associated hardware for relocated signs, removing and disposing of foundations and other materials, and all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading of extruded aluminum signs, sheet aluminum signs, sign posts, and sign supports designated for scrap and all equipment, material, tools and labor incidental thereto.

Pay Item
Removal and Relocation of Existing Signs

Pay Unit
L.S.

ITEM #1206092A - RESET SIGNS

Description:

This work shall consist of resetting signs as shown on the plans or as directed by the Engineer and approved by the owner.

Construction Methods:

Signs and sign supports and posts shall be carefully reset where indicated on the plans or as directed by the Engineer.

Method of Measurement:

Payment under “Reset Signs” shall be at the contract lump sum price, which shall include all signs and sign supports designated for resetting in the contract or as directed by the Engineer.

Basis of Payment:

This work will be paid for at the contract lump sum price for “Reset Signs” complete, including all equipment, material, tools and labor incidental thereto.

Any signs, sign supports and posts and the hardware used for attachment that become damaged or defaced so that it is not effective, in the opinion of the Engineer, shall be replaced by the Contractor at no cost to the State.

PAY ITEM

Reset Signs

PAY UNIT

L.S.

ITEM #1208931A - SIGN FACE - SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)

Section 12.08 is supplemented and amended as follows:

12.08.01—Description:

Add the following:

This item shall also include field testing of metal sign base posts as directed by the Engineer.

12.08.03—Construction Methods:

Delete the last sentence and add the following:

Metal sign base posts shall be whole and uncut. Sign base post embedment and reveal lengths shall be as shown on the plans. The Contractor shall drive the metal sign base posts by hand tools, by mechanical means or by auguring holes. If an obstruction is encountered while driving or placing the metal sign base post, the Contractor shall notify the Engineer who will determine whether the obstruction shall be removed, the sign base post or posts relocated, or the base post installation in ledge detail shall apply. Backfill shall be thoroughly tamped after the posts have been set level and plumb.

Field Testing of Metal Sign Posts: When the sign installations are complete, the Contractor shall notify the Engineer the Project is ready for field testing. Based on the number of posts in the Project, the Engineer will select random sign base posts which shall be removed by the Contractor for inspection and measurement by the Engineer. After such inspection is completed at each base post location, the Contractor shall restore or replace such portions of the work to the condition required by the Contract. Refer to the table in 12.08.05 for the number of posts to be field tested.

12.08.04—Method of Measurement:

Add the following:

The work required to expose and measure sign base post length and embedment depth using field testing methods, and restoration of such work, will not be measured for payment and shall be included in the general cost of the work.

12.08.05—Basis of Payment:

Replace the entire Article with the following:

This work will be paid for at the Contract unit price per square foot for “Sign Face - Sheet Aluminum” of the type specified complete in place, adjusted by multiplying by the applicable Pay Factor listed in the table below. The price for this work shall include the completed sign, metal sign post(s), span-mounted sign brackets and mast arm-mounted brackets, mounting hardware, including reinforcing plates, field testing, restoration and replacement of defective base post(s), and all materials, equipment, and work incidental thereto.

Pay Factor Scale: Work shall be considered defective whenever the base post length or base post embedment depth is less than the specified length by more than 2 inches. If the number of defects results in rejection, the Contractor shall remove and replace all metal sign base posts on the Project, at no cost to the Department.

Number of Posts to be Tested and Pay Factors (Based on Number of Defects)

Number of Posts in Project =>	51-100	101-250	251-1000	>1000
Sample Size=>	5 Posts	10 Posts	40 Posts	60 Posts
0 Defects	1.0	1.0	1.025	1.025
1 Defect	0.9	0.95	0.975	0.983
2 Defects	Rejection	0.9	0.95	0.967
3 Defects	Rejection	Rejection	0.925	0.95
4 Defects	Rejection	Rejection	0.9	0.933
5 Defects	Rejection	Rejection	Rejection	0.917
6 Defects	Rejection	Rejection	Rejection	0.9
7 or more Defects	Rejection	Rejection	Rejection	Rejection

Note: Projects with 50 or fewer posts will not include field testing

ITEM #1806226A - PRE-WARNING VEHICLE

Description: Work under this item shall include furnishing, deploying and maintaining a Truck-Mounted Impact Attenuator equipped with a changeable message sign (CMS) for use as a Pre-Warning Vehicle (PWV) in a rolling road block operation on limited access highways. Impact attenuators shall only be truck-mounted. The message on the sign shall warn motorists of slow or stopped traffic conditions.

Materials: The Truck-Mounted Impact Attenuator shall meet the requirements of Article 18.06.02, except replace all instances of “flashing arrow,” “arrow sign,” and “arrow” with “CMS”. The CMS shall meet the requirements of Article 11.31.02, with the following amendments:

1. Physical Characteristics of the CMS

- a) Mounting – The CMS shall be truck mounted only
- b) Sign Display Dimensions – Width of 6 feet, height of 4 feet

2. Visual Characteristics of the CMS Display

- a) Sign Type – CMS shall have a LED display only
- b) Color – CMS shall have black background with orange, yellow, or amber legend
- c) Characters – Letter height shall be 13 inches; Single stroke
- d) Visibility– CMS brightness must provide for visibility at 1/2 mile
- e) Message – The message shall read as follows, or shall be as directed by the Engineer:

Frame 1: SLOWED TRAFFIC AHEAD

Frame 2: BE PREPARED TO STOP

Or

Frame 1: STOPPED TRAFFIC AHEAD

Frame 2: BE PREPARED TO STOP

Construction Methods: The PWV shall be initially positioned in the right shoulder ½ mile prior to the rolling road block operation.

If a traffic queue reaches the PWV’s initial location, the Contractor shall slowly reverse the PWV along the shoulder to position itself prior to the new back of queue.

The Contractor shall meet the requirements of Article 18.06.03.

Method of Measurement: This work will be measured for payment by the actual number of hours that the Pre-Warning Vehicle is used in a rolling road block operation.

Basis of Payment: This work will be paid for at the Contract unit price per hour for “Pre-Warning Vehicle,” which shall include the furnishing and use of the pre-warning vehicle and a driver, attenuator reflector, flashing lights, changeable message sign, and all equipment, materials, tools, labor, disposal of damaged Truck-Mounted Impact Attenuator components and work incidental thereto.

Pay Item	Pay Unit
Pre-warning Vehicle	hr

PERMITS AND/OR REQUIRED PROVISIONS

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

- **No Permits are required for this contract**
- **Construction Contracts - Required Contract Provisions (FHWA Funded Contracts)**

Construction Contracts - Required Contract Provisions (FHWA Funded Contracts)

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Index of Exhibits

- EXHIBIT A – FHWA Form 1273 (Begins on page 14)
- EXHIBIT B – Title VI Contractor Assurances (page 34)
- EXHIBIT C – Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity (page 36)
- EXHIBIT D – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 43)
- EXHIBIT E - Campaign Contribution Restriction (page 51)
- EXHIBIT F – Federal Wage Rates (Attached at the end)
- EXHIBIT G - State Wage Rates (Attached at the end)

1. Federal Highway Administration (FHWA) Form 1273

The Contractor shall comply with the Federal Highway Administration (FHWA), Form 1273 attached at Exhibit A, as revised, which is hereby made part of this contract. The Contractor shall also require its subcontractors to comply with the FHWA – Form 1273 and include the FHWA – Form 1273 as an attachment to all subcontracts and purchase orders.

2. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit B, all of which are hereby made a part of this Contract.

3. Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity

- (a) The Contractor shall comply with the Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity requirements attached at Exhibit C and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

4. Requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by DBEs, as may be revised.

Pursuant to 49 CFR 26.13, the following paragraph is part of this Contract and shall be included in each subcontract the Contractor enters into with a subcontractor:

“The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, Participation by DBEs, in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as ConnDOT (recipient) deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments, (2) Assessing sanctions, (3) Liquidated damages; and/or, (4) Disqualifying the contractor from future bidding as non-responsible.”

5. Contract Wage Rates

The Contractor shall comply with:

The Federal and State wage rate requirements indicated in Exhibits F and G hereof, as revised, are hereby made part of this Contract. The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website (<http://www.wdol.gov/dba.aspx>) as may be revised 10 days prior to bid opening. These applicable Federal wage rates will be physically incorporated in the final contract document executed by both parties. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents, prior to the bid opening date. During the bid advertisement period, bidders are responsible for obtaining the appropriate Federal wage rates from the US Department of Labor website.

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

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

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by Section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a Federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

6. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

7. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or

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

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

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

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

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

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

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

8. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is

responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or
Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

9. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

10. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

(a) For purposes of this Section, the following terms are defined as follows:

- (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>

11. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

12. Connecticut Freedom of Information Act

- (a) **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- (b) **Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular

sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as “CONFIDENTIAL,” DOT will first review the Contractor’s claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

13. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

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

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

15. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit D, and hereby made part of this Contract.

16. Forum and Choice of Law

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of

Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

18. Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

19. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State

Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit E.

20. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer’s payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

21. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free “HOT LINE” telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The “HOT LINE” telephone number will be available during

normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

22. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

23. Cargo Preference Act Requirements (46 CFR 381.7(a)-(b)) – Use of United States Flag Vessels

The Contractor agrees to comply with the following:

(a) *Agreement Clauses.*

- (1) Pursuant to Pub. L. 664 ([43 U.S.C. 1241\(b\)](#)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) *Contractor and Subcontractor Clauses.* The contractor agrees—

- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

EXHIBIT A

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26, and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for

employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same

prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise

employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be

performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and

1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

EXHIBIT B

**TITLE VI CONTRACTOR ASSURANCES
APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non- discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI CONTRACTOR ASSURANCES APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) ("*... which restore[d] the broad scope of coverage and to clarify the application of Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 --12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

EXHIBIT C

CONTRACTOR WORKFORCE UTILIZATION (FEDERAL EXECUTIVE ORDER 11246) / EQUAL EMPLOYMENT OPPORTUNITY (Federal - FHWA)

1. Project Workforce Utilization Goals:

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the attached Appendix A.

2. Executive Order 11246

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's of subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community

organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific Foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor

shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work-force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the

Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

FEDERALLY FUNDED OR ASSISTED PROJECTS
APPENDIX A
(Labor Market Goals)

Standard Metropolitan Statistical Area (SMSA)

Female

Minority

Bridgeport – Stamford – Norwalk – Danbury	10.2%
6.9%	

Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield
Greenwich	Milford	Monroe	New Canaan
New Fairfield	Newton	Norwalk	Redding
Shelton	Stamford	Stratford	Trumbull
Weston	Westport	Wilton	

Hartford – Bristol – New Britain	6.9%
6.9%	

Andover	Avon	Berlin	Bloomfield
Bolton	Bristol	Burlington	Canton
Colchester	Columbia	Coventry	Cromwell
East Granby	East Hampton	East Hartford	East Windsor
Ellington	Enfield	Farmington	Glastonbury
Granby	Hartford	Hebron	Manchester
Marlborough	New Britain	New Hartford	Newington
Plainville	Plymouth	Portland	Rocky Hill
Simsbury	South Windsor	Southington	Stafford
Suffield	Tolland	Vernon	West Hartford
Wethersfield	Willington	Windsor	Windsor Locks

New Haven – Waterbury – Meriden	9.0%
6.9%	

Beacon Falls	Bethany	Branford	Cheshire
Clinton	East Haven	Guilford	Hamden
Madison	Meriden	Middlebury	Naugatuck
New Haven	North Branford	North Haven	Orange
Prospect	Southbury	Thomaston	Wallingford
Waterbury	Watertown	West Haven	Wolcott
Woodbridge	Woodbury		

New London – Norwich	4.5%
6.9%	

Bozrah	East Lyme	Griswold	Groton
Ledyard	Lisbon	Montville	New London

Norwich Old Lyme Old Saybrook Preston
 Sprague Stonington Waterford

Non SMSA

Female

Minority

Litchfield – Windham	5.9%
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Abington	Ashford	Ballouville	Bantam
Barkhamsted	Bethlehem	Bridgewater	Brooklyn
Canaan	Canterbury	Central Village	Cahplin
Colebrook	Cornwall	Cornwall Bridge	Danielson
Dayville	East Canaan	East Killingly	East Woodstock
Eastford	Falls Village	Gaylordsville	Goshen
Grosvenor Dale	Hampton	Harwinton	Kent
Killignly	Lakeside	Litchfield	Moosup
Morris	New Milford	New Preston	New Preston Marble Dale
Norfolk	North Canaan	No. Grosvenordale	North Windham
Oneco	Pequabuck	Pine Meadow	Plainfield
Pleasant Valley	Pomfret	Pomfret Center	Putnam
Quinebaug	Riverton	Rogers	Roxbury
Salisbury	Scotland	Sharon	South Kent
South Woodstock	Sterling	Taconic	Terryville
Thompson	Torrington	Warren	Warrenville
Washington	Washington Depot	Wauregan	West Cornwall
Willimantic	Winchester	Winchester Center	Windham
Winsted	Woodstock	Woodstock Valley	

EXHIBIT D

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

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

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

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

- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
 - B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or

for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (1)(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/sec. 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 F

(Federal wage rate package will be inserted here for final executed contract only. Refer to NTC – Federal Wage Determinations)

EXHIBIT G

(State wages will be inserted here)

Project: 174-417

**Minimum Rates and Classifications
for Heavy/Highway Construction**

**Connecticut Department of Labor
Wage and Workplace Standards Division**

ID#: H 26841

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Thomaston

FAP Number:

State Number:

Project: 174-417

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	34.72	32.15
2) Carpenters, Piledrivermen	33.53	25.66
2a) Diver Tenders	33.53	25.66

As of:

Friday, January 03, 2020

Project: 174-417

3) Divers	41.99	25.66
03a) Millwrights	34.04	26.09
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	51.00	21.80
4a) Painters: Brush and Roller	34.62	21.80
4d) Painters: Blast and Spray	37.62	21.80
4e) Painters: Tanks, Tower and Swing	36.62	21.80
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.62	27.25+3% of gross wage

As of:

Friday, January 03, 2020

Project: 174-417

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	43.62	32.06
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.75	20.84
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.00	20.84
10) Group 3: Pipelayers	31.25	20.84
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	31.25	20.84

As of:

Friday, January 03, 2020

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12) Group 5: Toxic waste removal (non-mechanical systems)	32.75	20.84
13) Group 6: Blasters	32.50	20.84
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.75	20.84
Group 8: Traffic control signalmen	18.00	20.84
Group 9: Hydraulic Drills	29.30	18.90
---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.98	20.84 + a

As of:

Friday, January 03, 2020

Project: 174-417

13b) Brakemen, Trackmen	32.01	20.84 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers	32.01	20.84 + a
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15) Form Erectors	32.34	20.84 + a
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---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:---

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.01	20.84 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.90	20.84 + a
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18) Miners	32.98	20.84 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:

18a) Blaster	39.47	20.84 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.27	20.84 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.29	20.84 + a
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21) Mucking Machine Operator	40.06	20.84 + a
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---TRUCK DRIVERS---(*see note below)

As of:

Friday, January 03, 2020

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Two axle trucks	29.51	24.52 + a
Three axle trucks; two axle ready mix	29.62	24.52 + a
Three axle ready mix	29.67	24.52 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	29.72	24.52 + a
Four axle ready-mix	29.77	24.52 + a
Heavy duty trailer (40 tons and over)	29.98	24.52 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.77	24.52 + a

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---POWER EQUIPMENT OPERATORS---

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	40.97	24.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	40.64	24.80 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	39.88	24.80 + a
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 Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	38.87	24.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	38.87	24.80 + a

As of:

Friday, January 03, 2020

Project: 174-417

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 Mandrel).	38.20	24.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	37.79	24.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	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

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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
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 CDL license).	34.26	24.80 + a

**NOTE: SEE BELOW

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----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.50	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

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24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

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Welders: Rate for craft to which welding is incidental.

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

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

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

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

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

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

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

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

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

As of: Friday, January 03, 2020

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Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of:

Friday, January 03, 2020

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 required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

Statute 31-55a

Last Updated: June 02, 2008

You are here: [DOL Web Site](#) ▶ [Wage and Workplace Issues](#) ▶ Statute 31-55a

- Special Notice -

To All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the *contractor's* responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. 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.

