TABLE OF CONTENTS OF SPECIAL PROVISIONS

<u>Note:</u> 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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February 5, 2020 FEDERAL AID PROJECT NO. N/A STATE PROJECT NO. 174-437

2020 Pavement Preservation Program Asphalt Rubber Chip Seal District 4

Towns of Monroe and Woodbury Federal Aid Project No. N/A

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 July 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 available the following DOT website link is at 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 2020 Pavement Preservation Program Asphalt Rubber Chip Seal District 4 in the Towns of Monroe and Woodbury.

CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES

For this project, the Contract Completion Date (CCD) shall be no later than <u>October 15,</u> <u>2020</u>,

For this contract, an assessment per day for liquidated damages, at a rate of <u>One Thousand</u> <u>Five Hundred Dollars</u> (\$1,500.00) per day shall be applied to each calendar day the work runs beyond the Contract Completion Date (CCD) **October 15, 2020**.

NOTICE TO CONTRACTOR – STANDARD DETAIL SHEETS

It shall be made known to the Contractor that the Standard Detail Sheets within the Contract have been printed out on 8.5" x 11" sheets. These full size PDF Standard Detail Sheets can be found online at the following addresses and printed out at full size as needed by the Contractor:

Highway Standard Drawings:

https://portal.ct.gov/DOT/Highway-Standard-Drawings/Highway-Standard-Details

Traffic Engineering Standard Drawings:

https://portal.ct.gov/DOT/Traffic-Standard-Drawings/REV--TRAFFIC-STANDARD--GUIDE-SHEETS--DETAILS

Structure/Bridge Design Standard Drawings:

https://portal.ct.gov/DOT/State-Bridge-Design/Guide-Sheets

Please contact Mathew Calkins with any technical problems at:

Phone: 860-594-2988 Email: <u>Mathew.Calkins@ct.gov</u>

NOTICE TO CONTRACTOR – ASPHALT RUBBER CHIP SEAL

The following table identifies the routes and approximate locations where Asphalt Rubber Chip Seal shall be placed. Refer to the project details for specific guidance at termini, intersections, and bridges.

ASPHALT RUBBER CHIP SEAL										
DISTRI	DISTRICT 3									
ROUTE	DIRECTION	TOWN	LOG TERMINI	START MILE POINT		CENTERLINE MILES	LANE MILES	ADT	PAVEMENT TREATMENT SCOPE	NOTES
111	N/S	MONROE	.44 MI S/O EAST VILLAGE RD TO 1.32 MI S/O RTE 34 (ROOSEVELT DR)	8.86	10.39	1.54	3.00	6200	 Surface Patching (with mill) Remove Line Striping Crack Sealing Place Asphalt Rubber Chip Seal 	
DISTRICT 4										
ROUTE	DIRECTION	TOWN	LOG TERMINI	START MILE POINT		CENTERLINE MILES	LANE MILES	ADT	PAVEMENT TREATMENT SCOPE	NOTES
47	N/S	WOODBURY	.01 MI S/O RTE 132 (WEEKEEPEEMEE RD) TO WOODBURY - ROXBURY TL	1.32	4.85	3.53	7.06	4300		 Skip chip seal from MP 1.32 to MP 1.337 at start termini, continue crack seal and patch through limits Skip all treatments (including chip seal, crack seal, and patch) from MP 1.365 to MP 1.380 at Bridge No. 01000
PROJEC	T TOTALS					5.07	10.06			

NOTICE TO CONTRACTOR – CENTERLINE RUMBLE STRIP LOCATIONS

The centerline rumble strips shall be installed along the centerline of the roadway following the double yellow centerline at the locations listed in the following table. Centerline rumble strips shall not be installed where there is a break in the centerline, on bridge decks, at drainage structures, through loop detector saw cut locations, in two-way left-turn lanes or in other areas identified by the Engineer.

The mileage points shown in the list of installation locations are only approximate. The estimated quantity of rumble strips may vary based on field conditions. The exact locations will be determined in the field with the Contractor and representatives of the Department.

District	Route	Town/Project	CLRS Begin Description	CLRS End Description	Begin CLRS Log Miles	End CLRS Log Miles	Miles of CLRS
3	111	Monroe	Old Zoar Road	Josies Ring Road	9.35	10.29	0.94

NOTICE TO CONTRACTOR – PERMANENT PAVEMENT MARKINGS

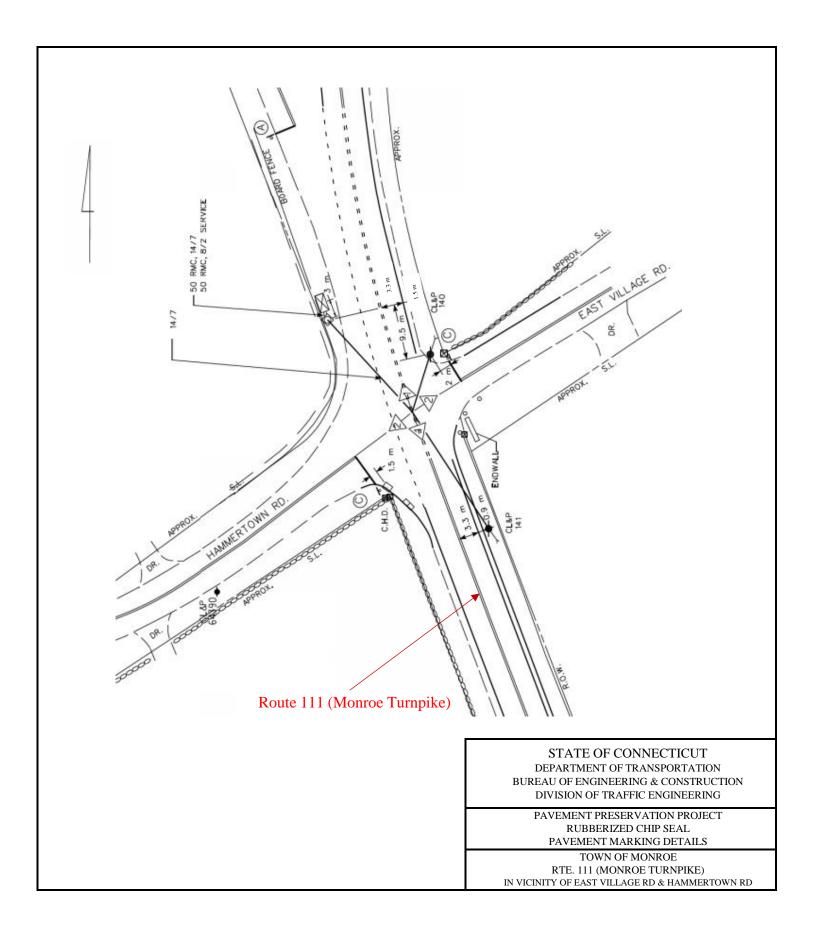
The Contractor shall be required to inventory the existing pavement markings for the entire project, prior to the disturbance of any of these markings, in accordance with Item No. 0980001 – Construction Staking. The Contractor shall reinstall permanent pavement markings to match the existing pavement markings, including locations of passing zones and breaks in the double yellow centerline and edge lines, with the exception of any existing pavement markings that are not in conformance with the following Pavement Marking Standard Sheets included in the Contract:

- TR-1210-04 Pavement Marking Lines and Symbols
- TR-1210-08 Pavement Marking for Non Freeways

In accordance with TR-1210-08, the standard lane width is 11' from double yellow centerline to edge line.

NOTICE TO CONTRACTOR – PAVEMENT MARKINGS

Final pavement markings shall be installed in the same locations as the existing pavement markings, and in conformance with Traffic Engineering Standard Sheets, with the following exceptions. Lane widths shall be established per Traffic Standard Sheet TR-1210_08 Pavement Markings for Non Freeways (11' Lanes and variable width shoulders). The pavement markings at the intersection of Route 111 (Monroe Turnpike) at East Village Road & Hammertown Road in the Town of Monroe shall be revised to match the attached sketch.



NOTICE TO CONTRACTOR – TEMPORARY PAVEMENT MARKINGS

Prior to the application of asphalt rubber binder and cover aggregate, all existing pavement markings shall be removed, and replaced with Temporary Pavement Markings. These Temporary Pavement Markings shall conform with the requirements for items #1209114 Hot-Applied Painted Pavement Markings 4" Yellow, #1209124 Hot-Applied Painted Pavement Markings 4" White, and #1209131 Hot-Applied Painted Legend, Arrows and Markings *with the following exceptions*:

- There shall be no glass beads applied to the paint.
- The paint shall be applied to the roadway at a 10-12 mil application thickness

NOTICE TO CONTRACTOR – POTENTIAL MODIFIED AWARD SCHEDULE

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

NOTICE TO CONTRACTOR – PRE-BID QUESTIONS AND ANSWERS

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

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

If a question needs to be asked the day before the bid date, please contact the Contracts Unit staff and email your question to <u>dotcontracts@ct.gov</u> 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.

<u>NOTICE TO CONTRACTOR – CONSTRUCTION CONTRACTOR</u> <u>DIGITAL SUBMISSIONS</u>

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 <u>Contractor Digital Submission</u> <u>Manual</u> (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 – ALL-INCLUSIVE DRAINAGE

ADDED SECTIONS:

2.86 – DRAINAGE TRENCH EXCAVATION <u>ROCK IN DRAINAGE TRENCH EXCAVATION</u> 5.86 – CATCH BASINS, MANHOLES AND DROP INLETS 6.86 – DRAINAGE PIPES <u>DRAINAGE PIPE ENDS</u>

This Contract contains the above-noted Special Provisions for all-inclusive drainage, developed to replace the following Sections in their entireties:

- Section 5.07 Catch Basins, Manholes and Drop Inlets
- Section 6.51 *Culverts*
- Section 6.52 *Culvert Ends*

The Section 5.86 and 6.86 items <u>include excavation and bedding material</u> in the drainage structure, pipe and pipe end unit prices.

Section 2.05 *Trench Excavation* may be included for miscellaneous trenching, where necessary, but will not be used with all-inclusive drainage items.

Other Standard Specifications, Supplemental Specifications or Special Provisions may contain references to Articles or Subarticles from previous versions of Sections 5.07, 6.51 and 6.52 which are no longer valid.

The following Standard Specifications Sections or Supplements contain references to Articles or Subarticles from Section 2.05 which shall remain in effect:

- Section 2.06 *Ditch Excavation*
- Section 5.06 *Retaining Walls, Endwalls and Steps*
- Section 7.51 Underdrains and Outlets
- Section 10.01 *Trenching and Backfilling*

'Rock in Drainage Trench Excavation' is now defined in Section 2.86. 'Rock in Trench Excavation' will remain in Section 2.05 and may be used with trenching not associated with all-inclusive drainage items.

Any references to Articles beginning with "5.07," "6.51," or "6.52" shall refer to the pertinent topic or materials in the new Special Provisions contained herein.

<u>NOTICE TO CONTRACTOR – ARCHITECTURAL AND INDUSTRIAL</u> <u>MAINTENANCE COATINGS</u>

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 ≥5on a 60-degree meter) Nonflat Coating,
- Registers gloss of \geq 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					
	Phase I	Phase II			
Coating Category	manufactured prior to May 1, 2018	manufactured on or after May 1, 2018			
	VOC content limit (g/L)	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					
	Phase I	Phase II			
Coating Category	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 coating ²	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 sealer ²	1	500			
Reactive penetrating sealer ²	1	350			
Recycled coating	250	250			
Roof coating	250	250			
Rust preventive coating ²	400	250			
Shellac Clear	730	730			
Shellac Opaque	550	550			
Specialty primer, sealer and undercoater ²	350	100			
Stain	250	250			
Stone consolidant ²	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 coating ²	1	275			
Wood preservative	350	350			
Zinc-rich primer ²	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 \geq 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.

Rev. Date 1-9-19

NOTICE TO CONTRACTOR – 1.05 CONTROL OF THE WORK

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

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

SECTION 1.02 – PROPOSAL REQUIREMENTS AND CONDITIONS

Article 1.02.01 – 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 <u>Group No. 5C Limited to Group No. 6 Resurfacing and</u> <u>Preservation: Local Roads & Streets and Non-Freeways Projects</u>, 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.

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 1.03 – AWARD AND EXECUTION OF CONTRACT

Article 1.03.02 - Award and Execution of Contract:

After the second sentence of the only paragraph add the following:

The successful bidder is hereby notified of the Department's intent to award this contract within $\underline{30}$ days of the bid opening.

Article 1.03.08 - Notice to Proceed and Commencement of Work:

Change the first paragraph to read as follows:

The Contractor shall commence and proceed with the Contract work on the date specified in a written Notice to Proceed issued by the Engineer to the Contractor. The date specified will be no later than 45 calendar days after the date of the execution of the Contract by the Department, however, the contractor is hereby put on notice that it is the Department's intent to issue the Notice to Proceed no later than $\underline{26}$ calendar days after the date of the execution of the Contract by the Department.

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 <u>Contractor's Digital Submission Manual</u> (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 1.08.03 – Prosecution of Work – Add the following:

The Contractor is required to perform the work according to the following sequence of operations:

- Perform surface patching, partial depth patching, reset of catch basin tops and replacement of catch basin tops
- Perform milling, paving and replacement of curbing
- Remove existing pavement markings
- Install temporary hot-applied pavement markings
- Install centerline rumble strips
- Perform crack sealing
- Place rubberized asphalt chip seal (Restricted to the dates of May 15 through September 15)
- Install temporary hot-applied pavement markings
- Install permanent epoxy resin pavement markings
- Place processed aggregate for backing

Any modifications to the above sequence of operations shall be proposed to the Engineer for approval.

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:

<u>Route 47 – Woodbury</u> <u>Route 111 – Monroe</u>

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.

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 Lane Closure Restrictions

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

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

SECTION 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 locations 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 locations of Route 111 in Monroe and Route 47 in Woodbury under Project No. 174-437 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 these locations, special requirements must be followed for cleaning machinery, storage of materials, and servicing/fueling equipment.
 - a. For both locations listed above, 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 of Connecticut at 203-337-5950, **no exceptions**.
 - 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 2.86 - DRAINAGE TRENCH EXCAVATION, ROCK IN DRAINAGE TRENCH EXCAVATION

2.86.01—Description 2.86.03—Construction Methods 2.86.04—Method of Measurement 2.86.05—Basis of Payment

2.86.01—Description: Drainage trench excavation consists of the excavation necessary for the proper installation of drainage structures, pipes, pipe ends and any other incidental drainage items.

It shall include earth and rock excavation, removal of existing pipes, dewatering, backfill, and disposal of materials; to the trench limits described herein, to the dimensions shown on the plans, or as directed by the Engineer.

Classifications:

- (1) **Drainage Trench Excavation** will include only the excavation necessary for the construction of the drainage items and the removals specified above.
- (2) Rock in Drainage Trench Excavation, insofar as it applies to drainage trench excavation, shall be defined as <u>1/2 cubic yard or more</u> in volume of the following obstructions removed from the limits of the drainage trench:
 - (a) rock in definite ledge formation
 - (b) boulders, or portions of boulders
 - (c) cement masonry structures
 - (d) concrete or reinforced concrete structures
 - (e) reinforced concrete pipe
 - (f) subsurface concrete pavement or concrete base

The removal shall be as indicated or directed from within the limits defined in 2.86.03 for drainage trench excavation.

2.86.03—Construction Methods:

(1) Drainage Trench Excavation Limits:

Horizontal Limits: Trench widths for pipes, pipe ends, pipe-arches, and drainage structures shall be as follows:

- (a) 2 feet greater than the nominal inside diameter of circular pipe or nominal inside span of elliptical pipe or pipe-arch for such diameters or spans of less than 30 inches
- (b) 3 feet greater than the nominal inside diameter of circular pipe or the nominal inside span of elliptical pipe or pipe-arch for such diameters or spans that are 30 inches or greater
- (c) 4 feet greater than the nominal inside diameter or nominal horizontal inside span for pipe-arches fabricated from structural plates

(d) 2 feet beyond the neat lines of all exterior or foundation walls of drainage structures *Vertical Limits:* Trench depths shall extend vertically as follows:

- (a) From the bottom of the trench to the bottom of the roadway excavation, or in areas away from roadway excavation, to the top of existing ground surface.
- (b) Where drainage pipe is to be laid in a fill area, the embankment shall be placed and

compacted to a minimum elevation 12 inches above the top of the proposed pipe, whereupon the drainage trench excavation shall be performed and the pipe installed.

(2) Drainage Trench Excavation: Drainage trench excavation shall be made in conformity with the requirements of the plans, or as directed by the Engineer. The Contractor shall furnish and employ such shores, braces, pumps, or ancillary equipment as needed for the proper protection of property, proper completion of the work, as well as safety of the public and employees of both the Contractor and the Department. All bracing and shoring shall be removed when no longer required for the construction or safety of the work. When required, the Contractor shall provide or have on the Site at all times any OSHA certification for equipment to be used, per 1.07.07. For support of trenches greater than 10 feet in depth, working drawings shall be submitted, in accordance with 1.05.02. The Contractor shall control erosion and sedimentation at trench locations and ensure that pumped water from the drainage excavation is discharged in accordance with the requirements of 1.10.

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

After the excavation is complete, the Contractor shall notify the Engineer and no drainage structure or material shall be placed in the excavated area until the Engineer has approved the depth of excavation and the character of the foundation material.

(3) Rock in Drainage Trench Excavation:

- (a) <u>Rock in Drainage Trench Excavation Ledge</u>: When rock in definite ledge form is encountered, the Contractor shall excavate a minimum of 12 inches below the bottom of the proposed pipe or drainage structure; and this depth shall be filled with bedding material (as specified in M.08.03-1) below the proposed pipe; or granular fill (as specified in M.02.01) below the proposed drainage structure, which shall be thoroughly compacted in lifts not to exceed 6 inches.
- (b) <u>Rock in Drainage Trench Excavation Boulders</u>: When boulders are encountered, the Contractor shall remove them from the trench and if backfill is required, the void shall be filled with bedding material, surplus excavated material (as specified in 2.02.03-8) or granular fill which shall be thoroughly compacted in lifts not to exceed 6 inches.
- (c) <u>Rock in Drainage Trench Excavation –Structures</u>: When cement masonry, concrete or reinforced concrete structures are encountered within the drainage trench limits, the Contractor shall remove the structure in its entirety or as directed by the Engineer, and if backfill is required, the void shall be filled with bedding material, surplus excavated material or granular fill which shall be thoroughly compacted in lifts not to exceed 6 inches.
- (4) **Backfill:** Suitable material excavated from the drainage trench shall be used as backfill material prior to consideration of using any other source of backfill. Backfill material used shall be of a quality satisfactory to the Engineer and shall be free from large or frozen lumps, wood and other extraneous material. Rock fill or stones larger than 5 inches shall not be placed within 1 foot of the drainage structure or pipe. The grading shall be completed to the lines shown on the plans, or as ordered, by refilling to the required

elevation with approved material, placed in layers not to exceed 6 inches in depth after compaction, which shall be thoroughly compacted with equipment approved by the Engineer.

All surplus or unsuitable material shall be removed and disposed of as directed. Should additional material be required for backfilling, it may be obtained from the Project surplus excavation in accordance with 2.02.03-8 or from borrow pits, gravel pits, or elsewhere as directed by the Engineer.

2.86.04—Method of Measurement:

Drainage Trench Excavation: Drainage trench excavation will not be measured for payment. If granular fill or borrow is required to replace unsuitable material it will be measured for payment as directed by the Engineer.

Rock in Drainage Trench Excavation: If any material meeting the definition of Rock in Drainage Trench Excavation is encountered, the Contractor shall strip it of sufficient overlying material to allow for proper measurement and shall then notify the Engineer that the rock surface is ready for measurement. If the Contractor fails to give such notice, the Engineer will presume that the measurements taken at the time the Engineer first saw the material in question will give the true quantity of excavation.

Rock in Drainage Trench Excavation will be measured according to the classification provided in 2.86.01 and within the drainage trench excavation limits provided in 2.86.03.

For the removal of underground obstructions, as classified in 2.86.01-2, the measurement shall be the actual volume of rock removed (1/2 cubic yard or more) as approved by the Engineer.

Rock in Drainage Trench Excavation will not be measured for payment in fills.

Bedding Material or other suitable fill, as specified in 2.86.03(3), used to fill voids after rock is excavated will not be measured for payment.

2.86.05—Basis of Payment:

Drainage Trench Excavation: There will be no direct payment for drainage trench excavation required for the installation of drainage pipes, pipe ends, catch basins, drop inlets, manholes, and other drainage structures, or any other incidental drainage work including materials, tools, equipment and labor necessary to complete the drainage trench excavation in conformity with the plans or as directed by the Engineer.

There will be no direct payment for backfill or disposal of surplus material necessary for the satisfactory completion of this work.

There will be no direct payment made for shoring, bracing, dewatering, or for material or equipment necessary for the satisfactory completion of the work.

Where called for on the plans to install temporary earth retaining systems for the support of existing facilities, pavement, utilities, or for other constraints, payment will be made in accordance with such items in the Contract.

If granular fill or borrow is used to replace unsuitable material, payment will be made at the respective Contract unit prices, or in the absence of such items in the Contract, as Extra Work in accordance with 1.04.05.

Rock in Drainage Trench Excavation: When rock, conforming to the description in 2.86.01 is encountered within the limits of drainage trench excavation, its removal will be classified and paid for at the Contract unit price per cubic yard for "Rock in Drainage Trench Excavation 0' - 10' Deep," or "Rock in Drainage Trench Excavation 0' - 20' Deep," as the case may be.

Those portions of drainage trench excavation classified and paid for as "Rock in Drainage Trench Excavation" of the various depths will be the actual volumes of rock excavated within the limits for drainage trench excavation, at the applicable bottom depth price.

Where no item or items for "Rock in Drainage Trench Excavation" at the applicable depth appear in the proposal and rock is encountered in drainage trench excavation, its removal will be paid for as Extra Work in accordance with 1.04.05.

When excavation is necessary in fill, no such excavation will be paid for as "Rock in Drainage Trench Excavation."

When excavation is necessary for any purpose other than drainage-related items, no such excavation will be paid under this item.

Bedding material or any other suitable material used to fill voids vacated by excavated rock will not be paid for but shall be included in the unit price per cubic yard for "Rock in Drainage Trench Excavation."

Pay Item	Pay Unit
Rock in Drainage Trench Excavation 0' - 10' Deep	c.y.
Rock in Drainage Trench Excavation 0' - 20' Deep	c.y.

SECTION 4.06 BITUMINOUS CONCRETE

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

- 4.06.01—Description
- 4.06.02-Materials

4.06.03—Construction Methods

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

4.06.04—Method of Measurement

4.06.05—Basis of Payment

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

The following terms as used in this specification are defined as:

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

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

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

Density Lot: The total tonnage of all bituminous concrete placed in a single lift which are:

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

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

Disintegration: Erosion or fragmentation of the pavement surface which can be described as

polishing, weathering-oxidizing, scaling, spalling, raveling, or formation of potholes. <u>Dispute Resolution</u>: A procedure used to resolve conflicts between the Engineer and the Contractor's results that may affect payment.

<u>Hot Mix Asphalt (HMA)</u>: A bituminous concrete mixture typically produced at 325°F. <u>Job Mix Formula (JMF)</u>: A recommended aggregate gradation and asphalt binder content to achieve the required mixture properties.

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

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

<u>Polymer Modified Asphalt (PMA)</u>: A bituminous concrete mixture containing a polymermodified asphalt binder and using a qualified warm mix technology.

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

<u>Production Sub Lot</u>: Portion of the production lot typically represented by a single sample. <u>Quality Assurance (QA)</u>: All those planned and systematic actions necessary to provide

CTDOT the confidence that a Contractor will perform the work as specified in the Contract.

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

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

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

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

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

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

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

4.06.03—Construction Methods

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

a. State of Connecticut printed on ticket.

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

- e. If WMA Technology is used, "-W"must be listed following the mixture designation.
- f. Net weight of mixture loaded into the vehicle. (When RAP and/or RAS is used, the moisture content shall be excluded from mixture net weight.)
- g. Gross weight (equal to the net weight plus the tare weight or the loaded scale weight).
- h. Tare weight of vehicle (daily scale weight of the empty vehicle).
- i. Project number, purchase order number, name of Contractor (if Contractor other than Producer).
- j. Vehicle number unique means of identification of vehicle.
- k. For Batch Plants: individual aggregate, recycled materials, and virgin asphalt max/target/min weights when silos are not used.
- 1. For every mixture designation: the running daily and project total delivered and sequential load number.

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

The Contractor must notify the Engineer immediately if, during production, there is a malfunction of the weight recording system in the automated Plant. Manually written tickets containing all required information will be allowed for no more than 1 hour.

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

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

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

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

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

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

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

Refueling or cleaning of equipment is prohibited in any location on the Project where fuel or solvents might come in contact with paved areas or areas to be paved. Solvents used in cleaning mechanical equipment or hand tools shall be stored clear of areas paved or to be paved. Before any such equipment and tools are cleaned, they shall be moved off of areas paved or to be paved.

<u>Pavers</u>: Each paver shall have a receiving hopper with sufficient capacity to provide for a uniform spreading operation and a distribution system that places the mix uniformly, without segregation. The paver shall be equipped with and use a vibratory screed system with heaters or burners. The screed system shall be capable of producing a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screed units as part of the system shall have auger extensions and tunnel extenders as necessary. Automatic screed controls for grade and slope shall be used at all times unless otherwise authorized by the Engineer. The controls shall automatically adjust the screed to compensate for irregularities in the preceding course or existing base. The controls shall maintain the proper transverse slope and be readily adjustable, and shall operate from a fixed or moving reference such as a grade wire or floating beam (minimum length 20 feet).

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

Pneumatic tire rollers shall be equipped with wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 psi uniformly over the surface. The Contractor shall furnish documentation to the Engineer regarding tire size, pressure and loading to confirm that the proper contact pressure is being developed and that the loading and contact pressure are uniform for all wheels.

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

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

 TABLE 4.06-1: Minimum Paver lighting

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

 TABLE 4.06-2:
 Minimum Roller Lighting

*All fixtures shall be mounted above the roller.

- Type A: Fluorescent fixture shall be heavy duty industrial type. Each fixture shall have a minimum output of 8,000 lumens. The fixtures shall be mounted horizontally and be designed for continuous row installation.
- Type B: Each floodlight fixture shall have a minimum output of 18,000 lumens.
- Type C: Each fixture shall have a minimum output of 19,000 lumens.
- Type D: Balloon light each balloon light fixture shall have minimum output of 50,000 lumens and emit light equally in all directions.

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

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

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

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

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

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

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

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

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

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

Posted Speed Limit	Permanent Transition Length Required
> 35 mph	30 feet per inch of elevation change
35 mph or less	15 feet per inch of elevation change

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

<u>Temporary Transitions</u>: Defined as a transition that does not remain a permanent part of the work.

All temporary transitions shall meet the following length requirements:

Posted Speed Limit	Temporary Transition Length Required
> 50 mph	Leading Transition: 15 feet per inch of vertical change (thickness) Trailing Transition: 6 feet per inch of vertical change (thickness)
40, 45 or 50 mph	Leading and Trailing: 4 feet per inch of vertical change (thickness)
35 mph or less	Leading and Trailing: 3 feet per inch of vertical change (thickness)

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

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

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

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

<u>Tack Coat Application</u>: The tack coat shall be applied by a pressurized spray system that results in uniform overlapping coverage at an application rate of 0.03 to 0.05 gal./s.y. for a non-milled surface and an application rate of 0.05 to 0.07 gal./s.y. for a milled surface. For areas

where both milled and un-milled surfaces occur, the tack coat shall be an application rate of 0.03 to 0.05 gal/s.y. The Engineer must approve the equipment and the method of measurement prior to use. The material for tack coat shall be heated to $160^{\circ}F \pm 10^{\circ}F$ and shall not be further diluted.

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

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

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

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

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

The mixture temperature will be verified by means of a probe or infrared type of thermometer. The placement temperature range shall be listed in the quality control plan (QCP) for placement and meet the requirements of Table M.04.03-4. Any HMA material that that falls outside the specified temperature range as measured by a probe thermometer may be rejected.

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

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

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

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

INDLE 4.00-51	I IICKIICSS I VICI difees
Mixture Designation	Lift Tolerance
S1	+/- 3/8 inch
S0.25, S0.375, S0.5	+/- 1/4 inch

TABLE 4.06-3:	Thickness	Tolerances
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Where the thickness of the lift of mixture is less than that shown on the plans beyond the

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

- b) Area: Where the width of the lift exceeds that shown on the plans by more than the specified thickness, the Engineer will calculate the area adjustment in Article 4.06.04.
- c) Delivered Weight of Mixture: When the delivery ticket shows that the truck exceeds the allowable gross weight for the vehicle type, the Engineer will calculate the weight adjustment in accordance with Article 4.06.04.

<u>Transverse Joints:</u> All transverse joints shall be formed by saw-cutting to expose the full thickness of the lift. Tack coat shall be applied to the sawn face immediately prior to additional mixture being placed.

<u>Compaction</u>: The Contractor shall compact the mixture to meet the density requirements as stated in Article 4.06.04 and eliminate all roller marks without displacement, shoving cracking, or aggregate breakage.

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

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

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

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

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

Surface Requirements:

Each lift of the surface course shall not vary more than 1/4 inch from a Contractor-supplied 10 foot straightedge. For all other lifts of bituminous concrete, the tolerance shall be 3/8 inch. Such tolerance will apply to all paved areas.

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

7. Longitudinal Joint Construction Methods: The Contractor shall use Method I - Notched Wedge Joint (see Figure 4.06-1) when constructing longitudinal joints where lift thicknesses are 1 ½ inches to 3 inches. S1.0 mixtures shall be excluded from using Method I. Method II - Butt Joint (see Figure 4.06-2) shall be used for lifts less than 1 1/2 inches or greater than 3 inches. Each longitudinal joint shall maintain a consistent offset from the centerline of the roadway along its entire length. The difference in elevation between the two faces of any completed longitudinal joint shall not exceed 1/4 inch at any location.

Method I - Notched Wedge Joint:

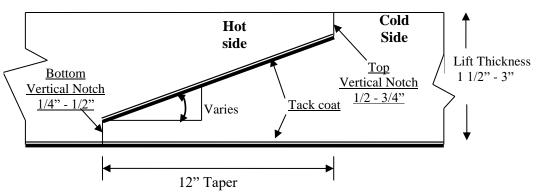
A notched wedge joint shall be constructed as shown in Figure 4.06-1 using a device that is attached to the paver screed and is capable of independently adjusting the top and bottom vertical notches. The device shall have an integrated vibratory system. The top vertical notch must be located at the centerline or lane line in the final lift. The requirement for paving full width "curb to curb" as described in Method II may be waived if addressed in the QC plan and approved by

the Engineer.

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

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

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





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

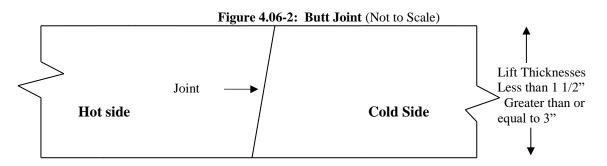
The Engineer reserves the right to define the paving limits when using a wedge joint that will be exposed to traffic.

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

Method II - Butt Joint:

When adjoining passes are placed, the Contractor shall use the end gate to create a near vertical edge (refer to Figure 4.06-2). The completing pass (hot side) shall have sufficient mixture so that the compacted thickness is not less than the previous pass (cold side). During placement of multiple lifts, the longitudinal joint shall be constructed in such a manner that it is located at least 6 inch from the joint in the lift immediately below. The joint in the final lift shall be at the centerline or at lane lines. The end gate on the paver should be set so there is an overlap onto the cold side of the joint.

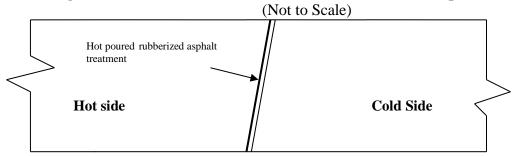
The Contractor shall not allow any butt joint to be incomplete at the end of a work shift unless otherwise allowed by the Engineer. When using this method, the Contractor is not allowed to leave a vertical edge exposed at the end of a work shift and must complete paving of the roadway full width "curb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



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

If Method I cannot be used due to physical constraints in certain limited locations, the Contractor may submit a request in writing for approval by the Engineer to use Method III as a substitution in those locations. There shall be no additional measurement or payment made when Method III is substituted for Method I. When required by the Contract or approved by the Engineer, Method III (see Figure 4.06-3) shall be used.





All of the requirements of Method II must be met with Method III. In addition, the longitudinal vertical edge must be treated with a rubberized joint seal material meeting the requirements of ASTM D6690, Type 2. The joint sealant shall be placed on the face of the "cold side" of the butt joint as shown above prior to placing the "hot side" of the butt joint. The joint seal material shall be applied in accordance with the manufacturer's recommendation so as to provide a uniform coverage and avoid excess bleeding onto the newly placed pavement.

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

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

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

There are 3 components to the QCP for placement: a Standard QCP, a Project Summary Sheet

that details Project-specific information, and, if applicable, a separate Extended Season Paving Plan as required in 4.06.03-9 "Temperature and Seasonal Requirements."

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

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

Each QCP shall include the name and qualifications of a Quality Control Manager (QCM). The QCM shall be responsible for the administration of the QCP, and any modifications that may become necessary.

The QCM shall have the ability to direct all Contractor personnel on the Project during paving operations.

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

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

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

<u>QCP for Placement</u>: The Standard QCP, Project Summary Sheet, and Extended Season Paving Plan shall conform to the format provided by the Engineer. The format is available at <u>http://www.ct.gov/dot/lib/dot/documents/dconstruction/pat/qcp_outline_hma_placement.pdf</u>

The Contractor shall perform all quality control sampling and testing, provide inspection, and exercise management control to ensure that bituminous concrete placement conforms to the requirements as outlined in its QCP during all phases of the work. The Contractor shall document these activities for each day of placement.

The Contractor shall submit complete field density testing and inspection records to the Engineer within 48 hours in a manner acceptable to the Engineer.

The Contractor may obtain 1 mat core and 1 joint core per day for process control, provided this process is detailed in the QCP. The results of these process control cores shall not be used to dispute the Department's determinations from the acceptance cores. The Contractor shall submit the location of each process control core to the Engineer for approval prior to taking the core. The core holes shall be filled to the same requirements described in Subarticle 4.06.03-10.

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

- Mixtures shall not be placed when the air or subbase temperature is less than 40°F regardless of the season.
- Should paving operations be scheduled during the Extended Season, the Contractor must submit an Extended Season Paving Plan for the Project that addresses minimum delivered mix temperature considering WMA, PMA, or other additives; maximum paver speed; enhanced rolling patterns; and the method to balance mixture delivery and placement

operations. Paving during Extended Season shall not commence until the Engineer has approved the plan.

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

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

Each lift will be separated into lots as follows:

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

Prior to paving, the type and number of lot(s) will be determined by the Engineer. Noncontiguous areas such as highway ramps may be combined to create one lot.

After the lift has been compacted and cooled, the Contractor shall cut cores to a depth equal to or greater than the lift thickness and shall remove them without damaging the lift(s) to be tested. Any core that is damaged or obviously defective while being obtained will be replaced with a new core from a location within 2 feet measured in a longitudinal direction.

A mat core shall not be located any closer than 1 foot from the edge of a paver pass. If a random number locates a core less than 1 foot from any edge, the location will be adjusted by the Engineer so that the outer edge of the core is 1 foot from the edge of the paver pass.

Method I, Notched Wedge Joint cores shall be taken so that the center of the core is 5 inches from the visible joint on the hot mat side (Figure 4.06-4).

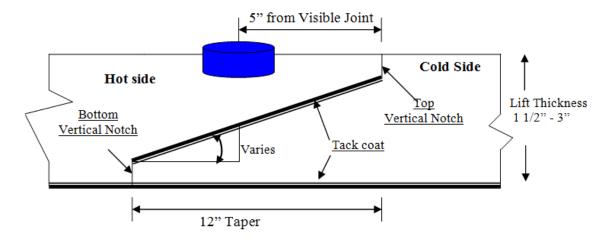
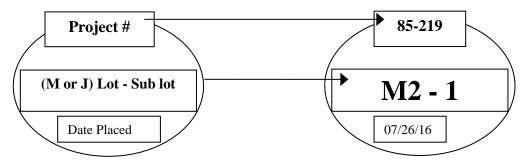


Figure 4.06-4: Notched Wedge Joint Cores (Not to Scale)

When Method II or Method III Butt Joint is used, cores shall be taken from the hot side so the edge of the core is within 1 inch of the longitudinal joint.

The cores shall be labeled by the Contractor with the Project number, date placed, lot number, and sub-lot number. The core's label shall include "M" for a mat core and "J" for a joint core. For example, a mat core from the first lot and the first sub-lot shall be labeled with "M1 – 1." A mat core from the second lot and first sub-lot shall be labeled "M2-1" (see Figure 4.06-5). The Engineer shall fill out a MAT-109 to accompany the cores. The Contractor shall deliver the cores and MAT-109 to the Department's Central Lab. The Contractor shall use a container approved by the Engineer. The container shall have a lid capable of being locked shut and tamper proof. The Contractor shall use foam, bubble wrap, or another suitable material to prevent the cores from being damaged during handling and transportation. Once the cores and MAT-109 are in the container the Engineer will secure the lid using security seals at the removable hinges(s) and at the lid opening(s). The security seals' identification number must be documented on the MAT-109. All sealed containers shall be delivered to the Department's Central Lab within two working days from time of extraction. Central Lab personnel will break the security seal and take possession of the cores.





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

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

Simple Average Density Lots:

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

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

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

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

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

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

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

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

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

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

PWL Density Lots:

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

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

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

11. Acceptance Sampling and Testing: Sampling shall be performed in accordance with ASTM D3665 or a statistically-based procedure of stratified random sampling approved by the Engineer.

Plant Material Acceptance: The Contractor shall provide the required sampling and testing during all phases of the work in accordance with M.04. The Department will verify the Contractor's acceptance test results. Should any test results exceed the specified tolerances in the Department's current QA Program for Materials, the Contractor's test results for a subject lot or sub lot may be replaced with the Department's results for the purpose of calculating adjustments. The verification procedure is included in the Department's current QA Program for Materials.

Density Acceptance: The Engineer will perform all acceptance testing in accordance with AASHTO T 331. The density of each core will be determined using the daily production's average maximum theoretical specific gravity (Gmm) established during the testing of the parent material at the Plant. When there was no testing of the parent material or any Gmm exceeds the specified tolerances in the Department's current QA Program for Materials, the Engineer will determine the maximum theoretical density value to be used for density calculations.

12. Density Dispute Resolution Process: The Contractor and Engineer will work in partnership to avoid potential conflicts and to resolve any differences that may arise during quality control or acceptance testing for density. Both parties will review their sampling and testing procedures and results and share their findings. If the Contractor disputes the Engineer's test results, the Contractor must submit in writing a request to initiate the Dispute Resolution Process within five calendar days of the notification of the test results. No request for dispute resolution will be allowed unless the Contractor provides quality control results from samples taken prior to and after finish rolling, and within the timeframe described in 4.06.03-8 supporting its position. No request for dispute resolution will be allowed for a density lot in which any core was not taken within the required 5 calendar days of placement. Should the dispute not be resolved through evaluation of existing testing data or procedures, the Engineer may authorize the Contractor to obtain a new core or set of core samples per disputed lot. The core samples must be extracted no later than seven calendar days from the date of the Engineer's authorization. All such core samples shall be extracted and the core hole filled using the procedure outlined in 4.06.03-10.

a) Simple Average Lots: The Contractor may only dispute any simple average lot that is adjusted at or below 95 percent payment. The number and location (mat, joint, or structure) of the cores taken for dispute resolution must reflect the number and location of the original cores. The location of each core shall be randomly located within the respective original sub lot. The dispute resolution results shall be combined with the original results and averaged for determining the final in-place density value.

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

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

13. Corrective Work Procedure:

If pavement placed by the Contractor does not meet the specifications, and the Engineer requires its replacement or correction, the Contractor shall:

- a) Propose a corrective procedure to the Engineer for review and approval prior to any corrective work commencing. The proposal shall include:
 - Limits of pavement to be replaced or corrected, indicating stationing or other landmarks that are readily distinguishable.
 - Proposed work schedule.
 - Construction method and sequence of operations.
 - Methods of maintenance and protection of traffic.
 - Material sources.
 - Names and telephone numbers of supervising personnel.
- b) Any corrective courses placed as the final wearing surface shall match the specified lift thickness after completion.

14. Protection of the Work: The Contractor shall protect all sections of the newly finished pavement from damage that may occur as a result of the Contractor's operations for the duration of the Project.

15. Cut Bituminous Concrete Pavement: Work under this item shall consist of making a straight-line cut in the bituminous concrete pavement to the lines delineated on the plans or as directed by the Engineer. The cut shall provide a straight, clean, vertical face with no cracking, tearing or breakage along the cut edge.

4.06.04—Method of Measurement:

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

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

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

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

Actual Thickness (t) = Total tons delivered / [Actual Area (SY) x 0.0575 tons/SY/inch]

a) Area: If the average width exceeds the allowable tolerance, an adjustment will be made using the following formula. The tolerance for width is equal to the specified thickness (inch) of the lift being placed.

Quantity Adjusted for Area (T_A) = [(L x W_{adj})/9] x (t) x 0.0575 Tons/SY/inch = (-) tons Where: L = Length (ft)

(t) = Actual thickness (inches)

 $W_{adj} =$ (Designed width (ft) + tolerance /12) - Measured Width)

b) Thickness: If the actual average thickness is less than the allowable tolerance, the Contractor shall submit a repair procedure to the Engineer for approval. If the actual thickness exceeds the allowable tolerance, an adjustment will be made using the following formula:

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

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Where: A = Area = \{[L \ x \ (Design \ width + tolerance \ (lift thickness)/12)] / 9\}
t_{adj} = Adjusted \ thickness = [(Dt + tolerance) - Actual \ thickness]
Dt = Designed \ thickness \ (inches)
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c) Weight: If the quantity of bituminous concrete representing the mixture delivered to the Project is in excess of the allowable gross vehicle weight (GVW) for each vehicle, an adjustment will be made using the following formula:

Quantity Adjusted for Weight $(T_W) = GVW - DGW = (-)$ tons

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

2. Bituminous Concrete Adjustment Cost:

- a) <u>Production Lot Adjustment</u>: An adjustment may be applied to each production lot as follows:
 - Non-PWL Production Lot (less than 3,500 tons): The adjustment values in Tables 4.06-6 and 4.06-7 will be calculated for each sub lot based on the Air Void (AV) and Asphalt Binder Content (PB) test results for that sub lot. The total adjustment for each day's production (lot) will be computed as follows:

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

Where: AdjAV_t: Percent adjustment for air voids

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

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

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

 $AdjAV_i = Adjustment$ value from Table 4.06-6 resulting from each sub lot or the average of the adjustment values resulting from multiple tests within a sub lot, as approved by the Engineer.

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

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

TABLE 4.06-6: Adjustment Values for Air Voids

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

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

 $AdjPB_i = Adjustment$ value from Table 4.06-7 resulting from each sub lot n = number of binder tests in a production lot

Adjustment Value	<u>80.25, 80.375, 80.5, 81</u>
(AdjAV i) (%)	Pb
0.0	JMF Pb ± 0.3
- 10.0	\leq JMF Pb - 0.4 or \geq JMF Pb + 0.4

TABLE 4.06-7: Adjustment Values for Binder Content

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

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

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

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

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

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

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

AdjPB_t= Total percent PB adjustment value for the lot

AdjVMA_t= Total percent VMA adjustment value for the lot

A lot with PWL less than 50% in any of the 3 individual material quality characteristics will be evaluated under 1.06.04.

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

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

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

iii. Partial Lots:

Lots with less than 4 sub lots will be combined with the prior lot. If there is no prior lot with equivalent material or if the last test result of the prior lot is over 30 calendar days old, the adjustment will be calculated as indicated in 4.06.04-2.a)i.

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

Production Lot Adjustment: T_{SD} x Unit Price = Est. (Pi)

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

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

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

i. Simple Average Density Lot (less than 3500 tons) and Bridge Lots: The final lot quantity shall be the difference between the total payable tons for the Project and the sum of the previous lots. If either the Mat or Joint adjustment value is "remove and replace," the density lot shall be removed and replaced (curb to curb).

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

Tons Adjusted for Density (T_D) = [{($PA_M \ge 0.50$) + ($PA_J \ge 0.50$)} / 100] X Tons Where: T_D = Total tons adjusted for density for each lot

 PA_M = Mat density percent adjustment from Table 4.06-8

 $PA_J = Joint density percent adjustment from Table 4.06-9$

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

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

TABLE 4.06-8:	Adjustment	Values for	Pavement Mat density	
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Notes:

⁽¹⁾ ACRPD = Average Core Result Percent Density

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

TABLE 4.00-3. Aujustment values for Tavement Joint Density			
Average Core Result	Percent Adjustment (Bridge and Non-Bridge) ⁽¹⁾⁽²⁾		
Percent Joint Density	rereent Aufustment (Druge and Ron-Druge)		
97.1 - 100	-1.667*(ACRPD-98.5)		
93.5 - 97.0	+2.5		
92.0-93.4	+1.667*(ACRPD-92)		
91.0 - 91.9	0		
89.0 - 90.9	-7.5*(91-ACRPD)		
88.0 - 88.9	-15*(90-ACRPD)		
87.0 - 87.9	-30		
86.9 or less	Remove and Replace (curb to curb)		

TABLE 4.06-9: Adjustment Values for Pavement Joint Density

Notes:

⁽¹⁾ ACRPD = Average Core Result Percent Density

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

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

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

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

The specification limits for the PWL determination are as follows:

Mat Density: 91.5-98%

Joint Density: 90-98%

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

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

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

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

 PA_J = Total percent joint density adjustment value for the PWL joint density lot No positive adjustment will be applied to a density lot in which any core was not taken within the required 5 calendar days of placement.

A lot with PWL less than 50% will be evaluated under 1.06.04. The total adjustment for each PWL mat density lot will be computed as follows:

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

Where: Tons= Weight of material (tons) in the lot adjusted by 4.06.4-1. The total adjustment for each PWL joint density lot will be computed as follows:

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

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

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

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

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

iii. Partial Lots:

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

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

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

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

Est. (Di)= Pay Unit in dollars representing incentive or disincentive per simple average density lot
Est. (DMi)= Pay Unit in dollars representing incentive or disincentive per PWL mat lot
Est. (DJi)= Pay Unit in dollars representing incentive or disincentive per PWL joint lot

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

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

The quantity of material used for the installation of temporary transitions will be measured for payment under the appropriate item used in the formation of the transition. The installation and removal of a bond breaker and the removal and disposal of any temporary transition formed by milling or with bituminous concrete pavement is not measured for payment.

4. Cut Bituminous Concrete Pavement: The quantity of bituminous concrete pavement cut will be measured in accordance with 2.02.04.

5. Material for Tack Coat: The quantity of tack coat will be measured for payment by the number of gallons furnished and applied on the Project and approved by the Engineer. No tack coat material shall be included that is placed in excess of the tolerance described in 4.06.03.

a. Container Method – Material furnished in a container will be measured to the nearest 1/2 gallon. The volume will be determined by either measuring the volume in the original container by a method approved by the Engineer or using a separate graduated container

capable of measuring the volume to the nearest 1/2 gallon. The container in which the material is furnished must include the description of material, including lot number or batch number and manufacturer or product source.

- b. Vehicle Method
 - i. Measured by Weight: The number of gallons furnished will be determined by weighing the material on calibrated scales furnished by the Contractor. To convert weight to gallons, one of the following formulas will be used:

Tack Coat (gallons at $60^{\circ}F$) = Measured Weight (pounds) / Weight per gallon at $60^{\circ}F$ Tack Coat (gallons at $60^{\circ}F$) = 0.996 x Measured Weight (pounds) / Weight per gallon at $77^{\circ}F$

ii. Measured by automated metering system on the delivery vehicle: Tack Coat (gallons at 60° F) = 0.976 x Measured Volume (gallons).

6. Material Transfer Vehicle (MTV): The furnishing and use of a MTV will be measured separately for payment based on the actual number of surface course tons delivered to a paver using the MTV.

4.06.05—Basis of Payment:

1. HMA S* or PMA S*: The furnishing and placing of bituminous concrete will be paid for at the Contract unit price per ton for " HMA S*" or " PMA S*."

All costs associated with providing illumination of the work area are included in the general cost of the work.

All costs associated with cleaning the surface to be paved, including mechanical sweeping, are included in the general cost of the work. All costs associated with constructing longitudinal joints are included in the general cost of the work.

All costs associated with obtaining cores for acceptance testing and dispute resolution are included in the general cost of the work.

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

Production Lot: Σ Est (Pi) = Est. (P) Density Lot (Simple Average Lots): Σ Est (Di) = Est. (D) Density Lot (PWL): Σ Est (DMi) + Σ (DJi) = Est. (D) Bituminous Concrete Adjustment Cost= Est. (P) + Est. (D)

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

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

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

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

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

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

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

SECTION 5.86 - CATCH BASINS, MANHOLES AND DROP INLETS

5.86.01—Description 5.86.02—Materials 5.86.03—Construction Methods 5.86.04—Method of Measurement 5.86.05—Basis of Payment

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

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

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

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

Galvanizing shall meet the requirements of M.06.03.

Mortar shall meet the requirements of M.11.04.

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

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

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

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

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

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

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

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

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

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

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

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

All masonry units shall be laid in full mortar beds.

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

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

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

Backfilling shall be performed in accordance with 2.86.03.

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

5.86.04—Method of Measurement:

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

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

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

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

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

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

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

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

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

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

5.86.05—Basis of Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6.86 - DRAINAGE PIPES, DRAINAGE PIPE ENDS

6.86.01—Description 6.86.02—Materials 6.86.03—Construction Methods 6.86.04—Method of Measurement 6.86.05—Basis of Payment

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

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

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

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

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

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

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

6.86.03—Construction Methods:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Drainage Trench Excavation, in accordance with 2.86.04, will not be measured for payment. **Rock in Drainage Trench Excavation** will be measured in accordance with 2.86.04. **Bedding Material** will not be measured for payment.

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

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

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

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

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

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

6.86.05—Basis of Payment:

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

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

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

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

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

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

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

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

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

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

Pay Item	Pay Unit
(Size and Type) Pipe (Thickness) -0 ' to 10' Deep	1.f.
(Size and Type) Pipe (Thickness) – 0' to 20' Deep	1.f.
(Size and Type) Pipe Arch (Thickness) – 0' to 10' Deep	1.f.
(Size and Type) Pipe Arch (Thickness) – 0' to 20' Deep	1.f.
Relaid (Size and Type) Pipe-0' to 10' Deep	1.f.
Relaid (Size and Type) Pipe-0' to 20' Deep	1.f.
(Size and Type) Relaid Pipe Arch -0 ' to 10 ' Deep	1.f.
(Size and Type) Relaid Pipe Arch -0 ' to 20' Deep	1.f.
(Size) Reinforced Concrete Drainage Pipe End	ea.
(Size) Metal Drainage Pipe End	ea.
(Size and Type) Corrugated Metal Pipe Elbow	1.f.
Concrete Pipe Connection	ea.
Remove Existing Pipe -0 ' to 10 ' Deep	1.f.
Remove Existing Pipe $-0'$ to 20' Deep	l.f.

SECTION M.04 BITUMINOUS CONCRETE MATERIALS

Section M.04 is being deleted in its entirety and replaced with the following:

M.04.01—Bituminous Concrete Materials and Facilities

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

M.04.03—Production Requirements

M.04.01—Bituminous Concrete Materials and Facilities: Each source of material, Plant, and laboratory used to produce and test bituminous concrete must be qualified on an annual basis by the Engineer. AASHTO or ASTM Standards noted with an (M) have been modified and are detailed in Table M.04.03-5.

Aggregates from multiple sources of supply must not be blended or stored in the same stockpile.

- **1. Coarse Aggregate:** All coarse aggregate shall meet the requirements listed in M.01.
- 2. Fine Aggregate: All fine aggregate shall meet the requirements listed in M.01.
- 3. Mineral Filler: Mineral filler shall conform to the requirements of AASHTO M 17.
- 4. Performance Graded (PG) Asphalt Binder:
- (a) <u>General</u>:
 - i. PG asphalt binder shall be uniformly mixed and blended and be free of contaminants such as fuel oils and other solvents. Binder shall be properly heated and stored to prevent damage or separation.
 - The binder shall meet the requirements of AASHTO M 332 and shall be graded or verified in accordance with AASHTO R 29. The Contractor shall submit a Certified Test Report and bill of lading representing each delivery in accordance with AASHTO R 26(M). The Certified Test Report must also indicate the binder specific gravity at 77°F; rotational viscosity at 275°F and 329°F; and the mixing and compaction viscosity-temperature chart for each shipment.
- iii. The Contractor shall submit the name(s) of personnel responsible for receipt, inspection, and record keeping of PG binder. Contractor Plant personnel shall document specific storage tank(s) where binder will be transferred and stored until used and provide binder samples to the Engineer upon request. The person(s) shall assure that each shipment is accompanied by a statement certifying that the transport vehicle was inspected before loading was found acceptable for the material shipped and that the binder is free of contamination from any residual material, along with 2 copies of the bill of lading.
- iv. The blending or combining of PG binders in 1 storage tank at the Plant from different suppliers, grades, or additive percentages is prohibited.

(b) <u>Basis of Approval</u>: The request for approval of the source of supply shall list the location where the material will be manufactured, and the handling and storage methods, along with necessary certification in accordance with AASHTO R 26(M). Only suppliers/refineries that have an approved "Quality Control Plan for Performance Graded Binders" formatted in accordance with AASHTO R 26(M) may supply PG binders to Department projects.

- (c) <u>Standard Performance Grade (PG) Binder</u>:
 - i. Standard PG binder shall be defined as "Neat." Neat PG binders shall be free from modification with: fillers, extenders, reinforcing agents, adhesion promoters,

thermoplastic polymers, acid modification and other additives such as re-refined motor oil, and shall indicate such information on each bill of lading and Certified Test Report.

ii. The standard asphalt binder shall be PG 64S-22.

(d) <u>Modified Performance Grade (PG) Binder</u>: The modified asphalt binder shall be Performance Grade PG 64E-22 asphalt modified solely with a Styrene-Butadiene-Styrene (SBS) polymer. The polymer modifier shall be added at either the refinery or terminal and delivered to the bituminous concrete production facility as homogenous blend. The stability of the modified binder shall be verified in accordance with ASTM D7173 using the Dynamic Shear Rheometer (DSR). The DSR G*/sin(δ) results from the top and bottom sections of the ASTM D7173 test shall not differ by more than 10%. The results of ASTM D7173 shall be included on the Certified Test Report. The binder shall meet the requirements of AASHTO M 332 (including Appendix X1) and AASHTO R 29.

(e) <u>Warm Mix Additive or Technology</u>:

- i. The warm mix additive or technology must be listed on the North East Asphalt User Producer Group (NEAUPG) Qualified Warm Mix Asphalt (WMA) Technologies List at the time of bid, which may be accessed online at <u>http://www.neaupg.uconn.edu</u>.
- ii. The warm mix additive shall be blended with the asphalt binder in accordance with the manufacturer's recommendations.
- iii. The blended binder shall meet the requirements of AASHTO M 332 and shall be graded or verified in accordance with AASHTO R 29 for the specified binder grade. The Contractor shall submit a Certified Test Report showing the results of the testing demonstrating the binder grade. In addition, it must include the grade of the virgin binder, the brand name of the warm mix additive, the manufacturer's suggested rate for the WMA additive, the water injection rate (when applicable), and the WMA

Technology manufacturer's recommended mixing and compaction temperature ranges.

5. Emulsified Asphalts:

- (a) <u>General</u>:
 - i. The emulsified asphalt shall meet the requirements of AASHTO M 140(M) or AASHTO M 208 as applicable.
 - ii. The emulsified asphalts shall be free of contaminants such as fuel oils and other solvents.
- iii. The blending at mixing Plants of emulsified asphalts from different suppliers is prohibited.
- (**b**) <u>Basis of Approval</u>:
 - i. The request for approval of the source of supply shall list the location where the material is manufactured, the handling and storage methods, and certifications in accordance with AASHTO R 77. Only suppliers that have an approved "Quality Control Plan for Emulsified Asphalt" formatted in accordance with AASHTO R 77 and that submit monthly split samples per grade to the Engineer may supply emulsified asphalt to Department projects.
 - Each shipment of emulsified asphalt delivered to the Project site shall be accompanied with the corresponding Certified Test Report listing Saybolt viscosity, residue by evaporation, penetration of residue, and weight per gallon at 77°F and Material Certificate.
- iii. Anionic emulsified asphalts shall meet the requirements of AASHTO M-140. Materials

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

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

6. Reclaimed Asphalt Pavement (RAP):

(a) <u>General</u>: RAP is a material obtained from the cold milling or removal and processing of bituminous concrete pavement. RAP material shall be crushed to 100% passing the 1/2 inch sieve and free from contaminants such as joint compound, wood, plastic, and metals.

(b) <u>Basis of Approval</u>: The RAP material will be accepted on the basis of one of the following criteria:

- i. When the source of all RAP material is from pavements previously constructed on Department projects, the Contractor shall provide a Materials Certificate listing the detailed locations and lengths of those pavements and that the RAP is only from those locations listed.
- ii. When the RAP material source or quality is not known, the Contractor shall request approval from the Engineer at least 30 calendar days prior to the start of the paving operation. The request shall include a Material Certificate and applicable test results stating that the RAP consists of aggregates that meet the specification requirements of M.04.01-1 through M.04.01-3 and that the binder in the RAP is substantially free of solvents, tars and other contaminants. The Contractor is prohibited from using unapproved material on Department projects and shall take necessary action to prevent contamination of approved RAP stockpiles. Stockpiles of unapproved material shall remain separate from all other RAP materials at all times. The request for approval shall include the following:
 - 1. A 50-lb. sample of the RAP to be incorporated into the recycled mixture.
 - 2. A 25-lb. sample of the extracted aggregate from the RAP.

7. Crushed Recycled Container Glass (CRCG):

(a) <u>Requirements</u>: The Contractor may propose to use clean and environmentally-acceptable CRCG in an amount not greater than 5% by weight of total aggregate.

(b) <u>Basis of Approval</u>: The Contractor shall submit to the Engineer a request to use CRCG. The request shall state that the CRCG contains no more than 1% by weight of contaminants such as paper, plastic, and metal and conforms to the following gradation:

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

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

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

9. Recycled Asphalt Shingles (RAS): RAS shall consist of processed asphalt roofing shingles from post-consumer asphalt shingles or from manufactured shingle waste. The RAS material under consideration for use in bituminous concrete mixtures must be certified as being asbestos-free and shall be entirely free of whole, intact nails. The RAS material shall meet the requirements of AASHTO MP 23.

The Producer shall test the RAS material to determine the asphalt content and the gradation of the RAS material. The Producer shall take necessary action to prevent contamination of RAS stockpiles.

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

10. Plant Requirements:

(a) <u>General</u>: The Plant producing bituminous concrete shall comply with AASHTO M 156.

(b) <u>Storage Silos</u>: The Contractor may use silos for short-term storage with the approval of the Engineer. A storage silo must have heated cones and an unheated silo cylinder if it does not contain a separate internal heating system. When multiple silos are filled, the Contractor shall discharge 1 silo at a time. Simultaneous discharge of multiple silos for the same Project is not permitted.

Type of silo cylinder	Maximum storage time for all classes (hr)	
	<u>HMA</u>	WMA/PMA
Open Surge	4	Mfg Recommendations*
Unheated - Non-insulated	8	Mfg Recommendations*
Unheated - Insulated	18	Mfg Recommendations*
Heated - No inert gas	TBD by the Engineer	TBD by the Engineer

*Not to exceed HMA limits

(c) <u>Documentation System</u>: The mixing Plant documentation system shall include equipment for accurately proportioning the components of the mixture by weight and in the proper order, controlling the cycle sequence, and timing the mixing operations. Recording equipment shall monitor the batching sequence of each component of the mixture and produce a printed record of these operations on each Plant ticket, as specified herein.

If recycled materials are used, the Plant tickets shall include their dry weight, percentage, and daily moisture content.

If a WMA Technology is added at the Plant, the Plant tickets shall include the actual dosage rate.

For drum Plants, the Plant ticket shall be produced at 5 minute intervals and maintained by the vendor for a period of 3 years after the completion of the Project.

For batch Plants, the Plant ticket shall be produced for each bath and maintained by the vendor for a period of 3 years after the completion of the Project. In addition, an asterisk (*)

shall be automatically printed next to any individual batch weight(s) exceeding the following tolerances:

Each Aggregate Component	±1.5% of individual or cumulative target weight for each bin
Mineral Filler	$\pm 0.5\%$ of the total batch
Bituminous Material	$\pm 0.1\%$ of the total batch
Zero Return (Aggregate)	$\pm 0.5\%$ of the total batch
Zero Return (Bituminous Material)	$\pm 0.1\%$ of the total batch

The entire batching and mixing interlock cut-off circuits shall interrupt and stop the automatic batching operations when an error exceeding the acceptable tolerance occurs in proportioning.

The scales shall not be manually adjusted during the printing process. In addition, the system shall be interlocked to allow printing only when the scale has come to a complete rest. A unique printed character (m) shall automatically be printed on the truck and batch plant printout when the automatic batching sequence is interrupted or switched to auto-manual or full manual during proportioning.

(d) <u>Aggregates</u>: Aggregate stockpiles shall be managed to prevent segregation and cross contamination. For drum Plants only, the percent moisture content, at a minimum prior to production and half way through production, shall be determined.

(e) <u>Mixture</u>: The dry and wet mix times shall be sufficient to provide a uniform mixture and a minimum particle coating of 95% as determined by AASTO T 195(M).

Bituminous concrete mixtures shall contain no more than 0.5% moisture when tested in accordance with AASHTO T 329.

(f) <u>RAP</u>: RAP moisture content shall be determined a minimum of twice daily (prior to production and halfway through production).

(g) <u>Asphalt Binder</u>: A binder log shall be submitted to the Department's Central Lab on a monthly basis.

(h) <u>Warm mix additive</u>: For mechanically foamed WMA, the water injection rate shall be monitored during production and not exceed 2.0% by total weight of binder. For additive added at the Plant, the dosage rate shall be monitored during production.

(i) <u>Testing Laboratory</u>: The Contractor shall maintain a laboratory to test bituminous concrete mixtures during production. The laboratory shall have a minimum of 300 s.f., have a potable water source and drainage in accordance with the CT Department of Public Health Drinking Water Division, and be equipped with all necessary testing equipment as well as with a PC, printer, and telephone with a dedicated hard-wired phone line. In addition, the PC shall have a high speed internet connection and a functioning web browser with unrestricted access to <u>https://ctmail.ct.gov</u>. This equipment shall be maintained in working order at all times and be made available for use by the Engineer.

The laboratory shall be equipped with a heating system capable of maintaining a minimum temperature of 65°F. It shall be clean and free of all materials and equipment not associated with the laboratory. Sufficient light and ventilation must be provided. During summer months

adequate cooling or ventilation must be provided so the indoor air temperature shall not exceed the ambient outdoor temperature.

The laboratory testing apparatus, supplies, and safety equipment shall be capable of performing all the applicable tests in their entirety that are referenced in AASHTO R 35 and AASHTO M 323. The Contractor shall ensure that the Laboratory is adequately supplied at all times during the course of the Project with all necessary testing materials and equipment.

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

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

1. Curb Mix:

(a) <u>Requirements</u>: The Contractor shall use bituminous concrete that meets the requirements of Table M.04.02-1. RAP may be used in 5% increments by weight up to 30%.

(b) <u>Basis of Approval</u>: Annually, an approved JMF based on a mix design for curb mix must be on file with the Engineer prior to use.

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

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

Any change in component source of supply or consensus properties must be approved by the Engineer. A revised JMF shall be submitted prior to use.

Mix	Curb Mix	Production Tolerances from JMF Target
Grade of PG	PG 64S-22	0.4
Binder content %	6.5 - 9.0	0.4
Sieve Size		
No. 200	3.0 - 8.0 (b)	2.0
No. 50	10 - 30	4
No. 30	20 - 40	5
No. 8	40 - 70	6
No. 4	65 - 87	7
1/4 inch		
3/8 inch	95 - 100	8
1/2 inch	100	8
3/4 inch		8
1 inch		
2 inch		
Additionally, the fraction of	material retained	between any 2 consecutive
sieves shall not be less than 4%.		
Mi	xture Temperatur	e
Binder	325°F maximum	
Aggregate	280-350°F	
Mixtures	265-325°F	
Mixture Properties		
Air Voids (VA) %	0 – 4.0 (a)	
Notes: (a) Compaction Parameter 50 gyrations (N _{des})		
(b) The percent passing the No. 200 sieve shall not exceed the		
percentage of bituminous asphalt binder.		

TABLE M.04.02-1: Control Points for Curb Mix Mixtures

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

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

All aggregate component consensus properties and tensile strength ratio (TSR) specimens shall be tested at an AASHTO Materials Reference Laboratory (AMRL) by NETTCP Certified Technicians.

All bituminous concrete mixes shall be tested for stripping susceptibility by performing the TSR test procedure in accordance with AASHTO T 283(M) at a minimum every 36 months. The compacted specimens may be fabricated at the Plant and then tested at an AMRL accredited facility. A minimum of 45000 grams of laboratory or plant blended mixture and the

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

- i. <u>Superpave Mixtures with RAP</u>: RAP may be used with the following conditions:
 - RAP amounts up to 15% may be used with no binder grade modification.
 - RAP amounts up to 20% may be used provided a new JMF is approved by the Engineer. The JMF submittal shall include the grade of virgin binder added. The JMF shall be accompanied by a blending chart and supporting test results in accordance with AASHTO M 323 Appendix X1, or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.
 - Two (2) representative samples of RAP shall be obtained. Each sample shall be split, and 1 split sample shall be tested for binder content in accordance with AASHTO T 164 and the other in accordance with AASHTO T 308.
 - RAP material shall not be used with any other recycling option.
- ii. <u>Superpave Mixtures with RAS</u>: RAS may be used solely in HMA S1 mixtures with the following conditions:
 - RAS amounts up to 3% may be used.
 - RAS total binder replacement up to 15% may be used with no binder grade modification.
 - RAS total binder replacement up to 20% may be used provided a new JMF is approved by the Engineer. The JMF submittal shall include the grade of virgin binder added. The JMF shall be accompanied by a blending chart and supporting test results in accordance with AASHTO M 323 Appendix X1, or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.
 - Superpave Mixtures with RAS shall meet AASHTO PP 78 design considerations.
- iii. <u>Superpave Mixtures with CRCG</u>: CRCG may be used solely in HMA S1 mixtures. One percent (1%) of hydrated lime, or other accepted non-stripping agent, shall be added to all mixtures containing CRCG. CRCG material shall not be used with any other recycling option.
- (b) <u>Basis of Approval</u>: The following information must be included in the JMF submittal:
 - i. Gradation, consensus properties and specific gravities of the aggregate, RAP or RAS.
- ii. Average asphalt content of the RAP or RAS by AASHTO T 164.
- iii. Source of RAP or RAS and percentage to be used.
- iv. Warm mix Technology, manufacturer's recommended additive rate and tolerances, and manufacturer recommended mixing and compaction temperatures.
- v. TSR test report and anti-strip manufacturer and recommended dosage rate if applicable.
- vi. Mixing and compaction temperature ranges for the mix with and without the warm-mix technology incorporated.
- vii. JMF ignition oven correction factor by AASHTO T 308.

With each JMF submittal, the following samples shall be submitted to the Division of Materials Testing:

- 4 one (1) quart cans of PG binder, with corresponding Safety Data Sheet (SDS)
- 1 50 lbs. bag of RAP
- 2 50 lbs. bags of Plant-blended virgin aggregate

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

Any material based on a JMF, once approved, shall only be acceptable for use when it is produced by the designated Plant, it utilizes the same components, and the production of material continues to meet all criteria as specified in Tables M.04.02-2, M.04.02-3 and M.04.02-4. A new JMF must be submitted to the Engineer for approval whenever a new component source is proposed.

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

	S0	S0.25		S0.375		S0.5		S1	
Sieve		Control Points		Control Points		Control Points		Control Points	
inches	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	
2.0	-	-	-	-	-	-	-	-	
1.5	-	-	-	-	-	-	100	-	
1.0	-	-	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
No. 4	72	90	-	72	-	-	-	-	
No. 8	32	67	32	67	28	58	19	45	
No. 16	-	-	-	-	-	-	-	-	
No. 30	-	-	-	-	-	-	-	-	
No. 50	-	-	-	-	-	-	-	-	
No. 100	-	-	-	-	-	-	-	-	
No. 200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0	
VMA (%)	16.5	5 ± 1	16.0 ± 1		15.0 ± 1		13.0 ± 1		
VA (%)	4.0	± 1	4.0 ± 1		4.0 ± 1		4.0 ± 1		
Gse	JMF	value	JMF value		JMF value		JMF value		
Gmm	JMF ±	$JMF \pm 0.030$		0.030	$JMF \pm 0.030$		$JMF \pm 0.030$		
Dust / effective binder	0.6	0.6 - 1.2		0.6 - 1.2		0.6 - 1.2		0.6 - 1.2	
TSR	≥ 8	≥80%		$\geq 80\%$		$\geq 80\%$		≥ 80%	
T-283 Stripping		Mi	nimal as	determi	ned by th	he Engin	eer		

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

(c) <u>Mix Status</u>: Each facility will have each type of bituminous concrete mixture rated based on the results of the previous year of production. Mix status will be provided to each bituminous concrete Producer prior to the beginning of the paving season.

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

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

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

The final rating assigned will be the lower of the rating obtained with Criteria A or Criteria B. Mix status is defined as:

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

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

- 1. there are no compliant acceptance production test results submitted to the Department from the previous year;
- 2. there is a source change in one or more aggregate components;
- 3. there is a component percentage change of more than 5% by weight;
- 4. there is a change in RAP percentage;
- 5. the mixture has a rating of less than 70% from the previous season;
- 6. it is a new JMF not previously submitted; or
- 7. the average of 10 consecutive acceptance results for VFA, Density to N_{ini} or dust to effective binder ratio does not meet the criteria in tables M.04.02-2 and M.04.02-4.

Bituminous concrete mixtures rated with a "PPT" status cannot be used on Department projects. Testing shall be performed by the Producer with NETTCP certified personnel on material under this status. Test results must confirm that specification requirements in Tables M.04.02-2 through M.04.02-4 are met and the binder content (Pb) meets the requirements in Table M.04.03-2 before material can be used. One of the following methods must be used to verify the test results:

<u>Option A:</u> Schedule a day when a Department Inspector can be at the facility to witness testing Option B: When the Contractor or their representative performs testing without being

witnessed by an Inspector, the Contractor shall submit the test results and a split sample including 2 gyratory molds, 5,000 grams of boxed bituminous concrete, and 5,000 grams of cooled loose bituminous concrete for verification testing and approval

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

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

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

<u>"U" – Not Approved</u>: Status assigned to a type of mixture that does not have an approved JMF. Bituminous concrete mixtures with a "U" status cannot be used on Department projects.

Traffic Level	Design ESALs (80kN) Millions	Coarse Aggregate Angularity ⁽¹) ASTM D5821, Minimum %	Fine Aggregate Angularity AASHTO T 304, Method A Minimum %	Flat and Elongated Particles ⁽²⁾ ASTM D4791, Maximum %	Sand Equivalent AASHTO T 176, Minimum %
1	< 0.3	55/	40	10	40
2	0.3 to < 3.0	75/	40	10	40
3	≥ 3.0	95/90	45	10	45
Notes:					

TABLE M.04.02-3:

Superpave Consensus Properties Requirements for Combined Aggregate

⁽¹⁾ 95/90 denotes that a minimum of 95% of the coarse aggregate, by mass, shall have one fractured face and that a minimum of 90% shall have two fractured faces. ⁽²⁾ Criteria presented as maximum Percent by mass of flat and elongated particles of materials retained on the No. 4 sieve, determined at 5:1 ratio.

Traffic Level	Design ESALs	Number of Gyrations by Superpave Gyratory Compactor		Gyrations by SuperpavePercent Density of Gmm from HMA/ WMA Specimen		Voids Filled with Asphalt (VFA) Based on Nominal Mix Size - Inch					
	(million)	Nini	Ndes	N _{max}	Nini	Ndes	N _{max}	0.25	0.375	0.5	1
1	<0.3	6	50	75	≤91.5	96.0	≤98.0	70-80	70-80	70-80	67-80
2	0.3 to <3.0	7	75	115	≤90.5	96.0	≤98.0	65-78	65-78	65-78	65-78
3	≥3.0	7	75	115	≤90.0	96.0	≤98.0	65-77	65-76	65-75	65-75

Mix Type	Level	Binder Content Minimum
S0.25	1	5.80
S0.25	2	5.70
S0.25	3	5.70
S0.375	1	5.70
\$0.375	2	5.60
S0.375	3	5.60
S0.5	1	5.10
S0.5	2	5.00
S0.5	3	5.00
S1	1	4.60
S1	2	4.50
S1	3	4.50

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

M.04.03—Production Requirements:

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

Control Chart(s) shall be developed and maintained for critical aspect(s) of the production process as determined by the Contractor. The control chart(s) shall identify the material property, applicable upper and lower control limits, and be updated with current test data. As a minimum, the following quality characteristics shall be included in the control charts:

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

The control chart(s) shall be used as part of the quality control system to document variability of the bituminous concrete production process. The control chart(s) shall be submitted to the Engineer the first day of each month.

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

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

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

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

2. Acceptance Requirements:

(a) General:

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

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

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

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

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

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

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

	TABLE WI.04.05-1: Curb Mix Acceptance Test Procedures					
Protoco l	Reference	Description				
1	AASHTO T 30(M)	Mechanical Analysis of Extracted Aggregate				
2	AASHTO T 168	Sampling of Bituminous Concrete				
3	AASHTO T 308	Binder Content by Ignition Oven Method (adjusted for aggregate correction factor)				
4	AASHTO T 209(M) ⁽²⁾	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures				
5	AASHTO T 312 ⁽²⁾	⁽¹⁾ Superpave Gyratory Molds Compacted to N _{des}				
6	AASHTO T 329	Moisture Content of Hot-Mix Asphalt (HMA) by Oven Method				

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

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

- i. <u>Determination of Off-Test Status:</u>
 - Curb Mix is considered "off test" when the test results indicate that any single value for bitumen content or gradation are not within the tolerances shown in Table M.04.02-1 for that mixture. If the mix is "off test," the Contractor must take immediate actions to correct the deficiency and a new acceptance sample shall be tested on the same day or the following day of production.
 - 2. When multiple silos are located at 1 site, mixture supplied to 1 project is considered as coming from 1 source for the purpose of applying the "off test" status.
 - 3. The Engineer may cease supply from the Plant when test results from 3 consecutive samples are not within the JMF tolerances or the test results from 2 consecutive samples not within the control points indicated in Table M.04.02-1 regardless of production date.
- ii. JMF Revisions
 - If a test indicates that the bitumen content or gradation are outside the tolerances, the Contractor may make a single JMF revision as allowed by the Engineer prior to any additional testing. Consecutive test results outside the requirements of Table M.04.02-1 JMF tolerances may result in rejection of the mixture.
 - 2. Any modification to the JMF shall not exceed 50% of the JMF tolerances indicated in Table M.04.02-1 for any given component of the mixture without approval of the Engineer. When such an adjustment is made to the bitumen, the corresponding production percentage of bitumen shall be revised accordingly.
- (c) <u>Superpave Mix Acceptance</u>:
- i. <u>Sampling and Testing Procedures</u>

<u>Production Lot</u>: The lot will be defined as one of the following types:

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

Production Sub Lot:

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

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

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

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

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

One (1) acceptance sample shall be obtained and tested per sub lot with quantities over 125 tons. The Engineer may direct that additional acceptance samples be obtained. For non-PWL lots, one (1) acceptance test shall always be performed in the last sub lot based on actual tons of material produced.

For non-PWL lots, quantities of the same mixture per Plant may be combined daily for multiple State projects to determine the number of sub lots.

The payment adjustment will be calculated as described in 4.06.

TABLE M.04.03-2:

Superpave Acceptance Testing Frequency per Type/Level/Plant for Non-PWL Lots

Daily Quantity Produced in Tons (Lot)	Number of Sub Lots/Tests
0 to 125	0, Unless requested by the Engineer
126 to 500	1
501 to 1,000	2
1,001 to 1,500	3
1,500 or greater	1 per 500 tons or portions thereof

The following test procedures shall be used for acceptance:

Protocol	Procedure	Description
1	AASHTO T 168	Sampling of bituminous concrete
2	AASHTO R 47	Reducing samples to testing size
3	AASHTO T 308	Binder content by ignition oven method (adjusted for aggregate correction factor)
4	AASHTO T 30(M)	Gradation of extracted aggregate for bituminous concrete mixture
5	AASHTO T 312	⁽¹⁾ Superpave gyratory molds compacted to N _{des}
6	AASHTO T 166	⁽²⁾ Bulk specific gravity of bituminous concrete
7	AASHTO R 35	⁽²⁾ Air voids, VMA
8	AASHTO T 209(M)	Maximum specific gravity of bituminous concrete (average of 2 tests)
9	AASHTO T 329	Moisture content of bituminous concrete

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

⁽²⁾ Average value of 1 set of 6-inch molds.

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

The Contractor shall perform TSR testing within 30 days after the start of production for all design levels of HMA- and PMA- S0.5 Plant-produced mixtures, in accordance with AASHTO T 283(M). The TSR test shall be performed at an AMRL certified laboratory by NETTCP certified technicians. The compacted specimens may be fabricated at the Plant and then tested at an AMRL accredited facility. A minimum of 45000 grams of plant blended mixture and the corresponding complete Form MAT-412s shall be submitted to the DMT for production TSR testing verification. The mixture submitted shall be representative of the corresponding mix design as determined by the Engineer. Additionally, the TSR test report and tested specimens shall be submitted to the Engineer for review. Superpave mixtures that require anti-strip additives (either liquid or mineral) shall continue to meet all requirements specified herein for binder and bituminous concrete. The Contractor shall submit the name, manufacturer, percent used, technical datasheet and SDS for the anti-strip additive (if applicable) to the Engineer.

- i. Determination of Off-Test Status:
 - 1. Superpave mixes shall be considered "*off test*" when any control point sieve, binder content, VA, VMA, and Gmm value is outside of the limits specified in Table M.04.03-4 or the target binder content at the Plant is below the minimum binder

content stated in Table M.04.02-5. Note that further testing of samples or portions of samples not initially tested for this purpose cannot be used to change the status.

- 2. Any time the bituminous concrete mixture is considered off-test:
 - A. The Contractor shall notify the Engineer when the Plant is "off test" for any mix design that is delivered to the Project in any production day. When multiple silos are located at 1 site, mixture supplied to 1 project is considered as coming from 1 source for the purpose of applying the "off test" determination.
 - B. The Contractor must take immediate actions to correct the deficiency, minimize *"off test"* production to the Project, and obtain an additional Process Control (PC) test after any corrective action to verify production is in conformance with the specifications. A PC test will not be used for acceptance and is solely for the use of the Contractor in its quality control process.
- ii. Cessation of Supply for Superpave Mixtures in Non-PWL Lots:
 - A mixture **shall not be used** on Department projects when it is "off test" for:
 - 1. four (4) consecutive tests in any combination of VA, VMA or Gmm, regardless of date of production, or
 - 2. two (2) consecutive tests in the control point sieves in 1 production shift.
 - As a result of cessation of supply, the mix status will be changed to PPT
 - iii.JMF revisions:

JMF revisions are only permitted prior to or after a production shift. A JMF revision is effective from the time it was submitted and is not retroactive to the previous test(s). JMF revisions shall be justified by a documented trend of test results.

Revisions to aggregate or RAP specific gravities are only permitted when testing is performed at an AMRL certified laboratory by NETTCP certified technicians.

A JMF revision is required when the Plant target RAP or bin percentage deviates by more than 5% or the Plant target binder content deviates by more than 0.15% from the active JMF.

	SO	.25	S0 .	375	S	0.5	S1		Tolerances
Sieve		ntrol ints	Control Points		Control Points		Control Points		From JMF Targets ⁽²⁾
inches	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	+/- Tolerance
1.5	-	-	-	-	-	-	100	-	
1.0	-	-	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
No. 4	72	90	-	72	-	-	-	-	
No. 8	32	67	32	67	28	58	19	45	
No. 16	-	-	-	-	-	-	-	-	
No. 200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0	
Pb	JMF	value	JMF value		JMF value		JMF value		0.3 ⁽³⁾
VMA (%)	16	5.5	10	5.0	15.0		13.0		$1.0^{(4)}$
VA (%)	4	.0	4	.0	4.0		4.0		$1.0^{(5)}$
Gmm	JMF	value	JMF	value	JMF value		JMF value		0.030
Mix Temp. – HMA ⁽⁶⁾	265-32	25°F ⁽¹⁾	265-325°F ⁽¹⁾		265-325°F ⁽¹⁾		265-325°F ⁽¹⁾		
Mix Temp. – PMA ⁽⁶⁾	285-33	35°F ⁽¹⁾	285-335°F ⁽¹⁾		285-335°F ⁽¹⁾		285-335°F ⁽¹⁾		
Prod. TSR	N	/A	N/A		≥80%		N/A		
T-283 Stripping	N	/A	N	/A	Minimal TBD by the Engineer		N/A		

 TABLE M.04.03-4:
 Superpave Mixture Production Requirements

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

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

 $^{(3)}$ 0.4 for PWL lots

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

 $^{(5)}$ 1.2 for PWL lots

⁽⁶⁾ Also applies to placement

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Table M.04.03-5:

Modifications to Standard AASHTO and ASTM Test Specifications and Procedures AASHTO Standard Method of Test

AASHIU	Standard Method of Test
Reference	Modification
T 30	Section 7.2 through 7.4 Samples are not routinely washed for production testing
Т 209	Section 7.2 The average of 2 bowls is used proportionally in order to satisfy minimum mass requirements.
1 207	8.3 Omit Pycnometer method.
Т 283	When foaming technology is used, the material used for the fabrication of the specimens shall be cooled to room temperature, and then reheated to the manufacturer's recommended compaction temperature prior to fabrication of the specimens.
AASHTO	Standard Recommended Practices
Reference	Modification
R 26	All laboratory technician(s) responsible for testing PG binders shall be certified or Interim Qualified by NETTCP as a PG Asphalt Binder Lab Technician. All laboratories testing binders for the Department are required to be accredited by the AMRL. Sources interested in being approved to supply PG binders to the Department by use of an "in-line blending system" must record properties of blended material and additives used. Each source of supply of PG binder must indicate that the binders contain no additives used to modify or enhance their performance properties. Binders that are manufactured using additives, modifiers, extenders, etc., shall disclose the type of additive, percentage and any handling specifications or limitations required. All AASHTO M 320 references shall be replaced with AASHTO M 332. Once a month, 1 split sample and test results for each asphalt binder grade and each lot shall be submitted by the PG binder supplier to the Department's Central Lab. Material remaining in a certified lot shall be re-certified no later than 30 days after initial certification. Each April and September, the PG binder supplier shall submit test results for 2 BBR tests at 2 different temperatures in accordance with AASHTO R 29.

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

Description

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

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

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

Funding

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

Minorities and Women

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

Assigning Training Goals

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

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

The dollar thresholds for training assignments are as follows:

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

Training Classifications

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

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

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

Measurement and Payment

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

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

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

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

www.ct.gov/dot

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

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

March, 2001

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

I. <u>GENERAL</u>

- A. The Contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprise" use on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes as revised. References, throughout this "Special Provision", to "Small Contractors" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions. The Contractor shall also cooperate with CONNDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this "Special Provision", the "Small Contractor(s)" and "Minority Business Enterprise(s)" named to satisfy the set-aside requirement must be certified by the Department of Administrative Services, Business Connections/ Set-Aside Unit [(860) 713-5236 www.das.state.ct.us/busopp.htm] as a "Small Contractor" and "Minority Business Enterprises" as defined by Section 4a-60g Subsections (1) and (3) of the Connecticut General Statutes as revised and is subject to approval by CONNDOT to do the work for which it is nominated pursuant to the criteria stipulated in Section IIC-3.
- C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CONNDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.
- D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to CONNDOT's Manager of Construction Operations indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:

- 1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" in order to increase the likelihood of achieving the stated goal.
- 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.
- 3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
- 4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the contract specified or adjusted "Small Contractor" dollar requirements.
- 5. Document other special efforts undertaken by the Contractor to meet the defined goal.
- E. Failure of the Contractor to have at least the specified dollar amount of this contract performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in contract payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CONNDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion of the contract and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

II. <u>SPECIFIC REQUIREMENTS</u>

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

A. Not less than <u>6.0</u> (%) percent of the **final** value of this Contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

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

- B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of Quotes, Scope of Work, and Delivery Schedules so as to facilitate the participation of each "Small Contractor".
- C. The Contractor shall provide to CONNDOT's Manager of Contracts within Seven (7) days after the bid opening the following items:
 - 1. An affidavit (Exhibit I) completed by each named "Small Contractor" subcontractor listing a description of the work and indicating the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 June 30) does not exceed the Fiscal Year limit of \$10,000,000.00.
 - 2. A certification of work to be subcontracted (Exhibit II) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated "Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
 - 3. A certification of past experience (Exhibit III) indicating the scope of work the nominated "Small Contractor" has performed on all projects, public and private, for the past two (2) years.
 - 4. In instances where a change from the originally approved named "Small Contractor" (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1, 2 and 3 and Section E together with documentation to substantiate and

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

- D. After the Contractor signs the Contract, the Contractor will be required to meet with CONNDOT's Manager of Construction Operations or his/her designee to review the following:
 - 1. What is expected with respect to the "Small Contractor" set aside requirements.
 - 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 - 3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CONNDOT's Manager of Construction Operations indicating the work done by, and the dollars paid to each "Small Contractor" to date.
 - 4. What is required when a request to sublet to a "Small Contractor" is submitted.
- E. The Contractor shall submit to CONNDOT's Manager of Construction Operations all requests for subcontractor approvals on standard forms provided by the Department.

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

In addition, the following documents are to be attached:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.
- (2) A statement addressing any special arrangements for manpower.
- (3) A statement addressing who will purchase material.
- F. Contractors subcontracting with a "Small Contractor" to perform work or services as required by this "Special Provision" shall not terminate such firms without advising CONNDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated "Small Contractor" firm has not started or completed the work or the services for which it has been contracted to perform.
- G. Material Suppliers or Manufacturers

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

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

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

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

H. <u>Non-Manufacturing or Non-Supplier "Small Contractor" Credit</u>

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

1. Reasonable fees or commissions charged for providing a <u>bona fide</u> service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, material or supplies necessary for the performance of the contract provided that the fee or commission is determined by the Department of Transportation to be reasonable and consistent with fees customarily allowed for similar services.

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

III. <u>BROKERING</u>

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

IV. **PRE-AWARD WAIVERS:**

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

- 1. Information described in Section ID.
- 2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

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

EXHIBIT I	SMALL CON	TRACTOR/*MINOR (* Delete if not SET-ASIDE P (QUALIFICATION	RÔGRAM	Mar. 01
PROJECT(s) _	(I)	NCLUDING TOWN	& DESCRIPTION)	
STATE OF		CONNEG	CTICUT	
COUNTY OF_				
I	NAME OF P.			,ACTING IN BEHALF
OF	NAME OF P.	ARTY SIGNING AF	FIDAVIT	,DO HEREBY CERTIFY
KNOWLEDGE PROGRAM - C	PERSON THAT THE INFORMATION S AS OF THIS DATE CONTRACTS AND/OR SUBCC IS AS FOLLOWS:		IS TRUE AND ACCURAT THE LIST OF SM	ALL CONTRACTOR SET-ASIDE
<u>Col. 1</u> TOWN AND PROJECT NUMBER	<u>Col. 2</u> STATE AGENCY WHICH AWARDED CONTRACT	<u>Col. 3</u> CONTRACT AMOUNT AWARDED UNDER THIS PROGRAM	<u>Col. 4</u> AMOUNT OF WORK SUBCONTRACTED FROM OTHER FIRMS UNDER THIS PROGRAM	<u>Col. 5</u> TOTAL AMOUNT OF ALL WORK UNDER THIS PROGRAM Col. 3 Plus Col. 4
	TOTALS	\$	\$	\$
			NAME OF PERSON, FIR	M OR ORGANIZATION
				(FIRM SEAL)
awonn ao ta		EDV	SIGNATURE & TITLE O	
	ND SUBSCRIBED BEFORE M			, 20
WILU IS PERS	ONALLI KNOWN IO ME, II	II3	DAT 0F	, 20
			(NOTARY PUBLIC	2)
	MY COMM	IISSION EXPIRES_		SEAL
	E THAT ALL THE WORK AW. A FISCAL YEAR (JULY 1-JU			M UNDER THE SET-ASIDE BE MORE THAN \$10,000,000.00

Signed By Signed By Contractor Small Contractor/*Minority Business Enterprise Contractor (Subcontractor) Title	Name, Address & Tel No. ITEM(s)NUMBER(s) and of the Nominated Firm Quantities Prime's Dollar Amount of the Nominated Firm Description of the Item(s) (indicate if Bid Amount Subcontracted to be performed by and paid partial) For Item Item	CONTRACT BID AMOUNT S	PLEASE INCLUDE A COPY OF CERTIFICATION LETTER ADDRESS	EXHIBIT II CERTIFICATION OF WORK TO BE SUBCONTRACTED DEPARTMENT OF TRANSPORTATION NOMINATED SMALL CONTRACTOR/*MINORITY BUSINESS ENTERPRISE CONTRACT DIVISION NOMINATED SMALL CONTRACTOR/*MINORITY BUSINESS ENTERPRISE 2800 BERLIN TURNPIKE NEWINGTON, CT 06111 CONTRACT 06111 CONTRACTOR
	r Amount Small Business ntracted Set-Aside Dollar Requirement	UNT	_PROJECT_NO	Mar.01 RACTED NESS ENTERPRISE * Delete if not applicable

	SMALL BUSINESS CONTRACTOR *MINORITY BUSINESS ENTERPRISES	MALL BUSINESS	SIGNED BY:		
	DATE		SUBCONTRACTOR GIVE CONTRACTORS NAME		
OF OWNER OR PRIME CONTRACTOR AS	ESTIMATED COMPLETION	DATE	PRIME GIVE OWNERS NAME IF WORK PERFORMED AS	AMOUNT	AND DESCRIPTION
NAME AND PHONE	ACTUAL OR	START	IF WORK PERFORMED AS	CONTRACT	PROJECT LOCATION
	WO FISCAL YEARS	IN THE PAST TV	PLEASE LIST ALL CONSTRUCTION PROJECTS YOUR ORGANIZATION HAS WORKED ON IN THE PAST TWO FISCAL YEARS	TRUCTION PROJECTS YO	PLEASE LIST ALL CONS
* Delete if not applicable	ISES	INESS ENTERPR	SMALL CONTRACTOR / * MINORITY BUSINESS ENTERPRISES	SN	
		ERIENCE	CERTIFICATION PAST CONSTRUCTION EXPERIENCE		EXHIBIT III
IVIAL.UI		*			:

Mar.01

D.O.T. PROJECT NO.

* Delete if not applicable

96

MARCH, 2001

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

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

Federal Aid Project No	
Description of Project	
I,, acting in be	half of(Small Contractor/Small Contractor MBE contractor person,
(Name of person signing Affidavit)	(Small Contractor/Small Contractor MBE contractor person,
of which I am the	affirm that
firm, association or certify and corporation)	(Title of Person) (Small
	is a certified Small Contractor/Small
I further certify and affirm that	
	r/Small Contractor MBE person, firm, association or corporation)
will assume the actual and contractual responsibility for	
sought by	
(State Contractor)	
materials or substantially alter them before resale, or in	f a supplier. I perform a commercially useful
function in the supply process.	······································

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

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

(Signature and Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)

My Commission Expires

State Project No

CERTIFICATE OF CORPORATION

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

(Signature of Person Certifying)

(Date)

(Corporate Seal)

ITEM #0404101A – BITUMINOUS CONCRETE PATCHING - PARTIAL DEPTH

Description: This work shall consist of sawcutting, removing and properly disposing of deteriorated bituminous concrete pavement, regrading and recompacting the existing granular base, cleaning and application of tack coat on the vertical faces of the sawcut, and placement of Hot-Mix Asphalt (HMA) or an equivalent Polymer Modified Asphalt (PMA) at the same thickness as surrounding pavement (minimum 6 inches) and as shown on the plans.

Materials: Materials for this work shall meet the requirements of Section M.04 and shall consist of the following:

- 1. HMA S0.5, HMA S0.375 (when requested by the Contractor and approved by the Engineer at least 5 days in advance), or an equivalent PMA. All HMA or PMA shall be Traffic Level 2 unless indicated otherwise on the plans.
- 2. Tack coat.

Construction Methods: Equipment for this work shall include pavement cutting, removal, material handling, and small compaction equipment to perform all patching operations. The Contractor shall provide a tack coat distributor with a minimum 150-gallon capacity tank that is trailer mounted or self-propelled and capable of applying tack coat meeting the requirements of Section 4.06. The Contractor shall also provide a 10-foot straightedge. If the work is performed at night a portable truck towed light tower and driver shall be provided for use by the Engineer for all marking, installation, and inspection of the patches.

All equipment used to place and compact the HMA or PMA shall meet the requirements of Section 4.06. Due to the nature of this work, the equipment shall be small to medium size to fit excavated areas to be patched. It is also expected that placement of HMA or PMA will require hand work or a combination of equipment and hand work methods and tools to achieve the required results.

- 1. The Engineer will mark out areas for patching. The minimum dimension of areas to be patched shall be 24 inches. Any area to be patched shall completely encompass the entire distressed pavement area and extend at least 6 inches beyond into the surrounding pavement wherever possible.
- 2. Sawcut at the marked areas through the full depth of the bituminous concrete pavement.
- 3. Remove existing pavement from within the sawcut minimizing disturbance of the existing granular base.
- 4. Regrade the existing granular base and recompact it using jumping jack or vibratory plate compactors. A minimum of 4 passes or coverages must be made by the compaction device. If existing granular base material is lost during the excavation of the deteriorated pavement, the Contractor shall add material meeting the requirements of Section 3.04. Compaction of the granular base material shall meet the density requirements of Section 3.04.
- 5. If it is determined that poor or inadequate granular base is contributing to the distress in the asphalt layers, the Engineer may direct that it be removed and Processed Aggregate Base be placed and compacted.

- 6. The cut sides/walls of the excavated area shall be wiped or swept clean. Tack coat shall be applied covering the entire area of the vertical bituminous concrete faces and allowed to cure or break.
- 7. HMA S0.5 or PMA S0.5 shall be placed in lifts between 2 inches and 3 inches, shall have a final lift thickness placed at 2 inches, and be placed as shown in the plans. HMA S0.375 or PMA S0.375 shall be placed in lifts between 1.5 inches and 2.5 inches, shall have a final lift thickness placed at 1.5 inches, and be placed as shown in the plans. Pavement placement shall also be in accordance with Subarticle 4.06.03-6. The Contractor shall confirm that the surface elevation of the finished patch matches the elevation of the surrounding pavement surface to within 1/4 inch using the 10-foot straightedge. The Contractor shall confirm that all patch material placed is uniform in appearance without segregation.
- 8. All excavated materials shall be properly disposed of at the end of the work shift.

Method of Measurement: This work will be measured by the number of square yards of patched bituminous concrete completed and accepted.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for "Bituminous Concrete Patching - Partial Depth" completed and accepted. The price shall include all tools, materials, labor and equipment, including sawcutting, pavement removal and disposal, grading and compaction of existing granular base, cleaning, tack coat application, and HMA or PMA placement and compaction.

There will be no additional compensation for replacing granular base material lost during the excavation of the deteriorated pavement.

Inadequate or poor granular base foundations that cannot be recompacted as determined by the Engineer will be paid for at the Contract unit price per cubic yard of "Processed Aggregate Base."

Pay Item	Pay Unit
Bituminous Concrete Patching - Partial Depth	s.y.

ITEM #0406125A – BITUMINOUS CONCRETE SURFACE PATCH

Description:

This work shall consist of milling out deteriorated bituminous concrete pavement to a depth between 1.5 to 2.5 inches, disposing of pavement millings, sweeping and cleaning, application of tack coat on all surfaces within the milled area, and placement of Hot-Mix Asphalt (HMA) or an equivalent Polymer Modified Asphalt (PMA) to match the elevation of the surrounding pavement.

For road sections being milled and paved, all patching operations must be completed after milling is complete and before paving begins. All patching operations shall be completed within one working day following milling and shall be completed before traffic is permitted to resume on the exposed roadway.

Materials:

Materials for this work shall meet the requirements of Section M.04 and shall consist of the following:

- 1. HMA S0.375 or an equivalent PMA. All HMA or PMA shall be Traffic Level 2 unless indicated otherwise on the plans.
- 2. Tack coat.

Construction Methods:

Equipment for this work shall include, but is not limited to, the following:

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

The rotary drum of the machine shall use carbide tip tools spaced not more than 5/8 inches apart. The forward speed of the milling machine shall be a maximum of 45 feet/minute. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture.

The machine shall be equipped with an integral pickup and conveying device to immediately remove milled material from the surface of the roadway and discharge the millings into a truck in one operation. The machine shall also be equipped with a means of effectively limiting the amount of dust escaping from the milling and removal operation. When milling smaller areas or areas where it is impractical to use the above described equipment, the Contractor may be permitted to use a lesser equipped milling machine, if approved by the Engineer.

The minimum milling width shall be 20 inches, making the minimum achievable patch size 20 inches by 20 inches, or 0.30 square yards.

- 2. 10-foot straight edge.
- 3. Sweeper: A sweeper, equipped with a water tank, capable of remove millings and loose debris.
- 4. Air compressor: An air compressor capable of producing 100 psi oil free compressed air for cleaning the milled pavement surface.
- 5. Hot air lance: A hot air lance that can deliver 100 psi oil free heated air to clean and dry the pavement surface. The compressed air emitted from the tip of the lance shall achieve a temperature of at least 1500°F.
- 6. Paving and compaction equipment: Paving and compaction equipment meeting the requirements of Section 4.06. It is expected that much of the placement will require hand work or a mixture of equipment and hand tools to achieve the required results. Smaller compaction equipment, including vibratory plate compactors, will be allowed by the Engineer to achieve the required results. At all times the Contractor is required to meet the density and compaction and all other requirements specified in Sections 4.06 and M.04.
- 7. Portable lighting equipment: If the work is performed at night a truck towed light tower and driver shall be provided for use by the Engineer for all marking, installation, and inspection of the patches.
- 8. Tack Coat Distributor: A minimum 150-gallon capacity tank that is trailer mounted or self-propelled and capable of applying tack coat meeting the requirements of Section 4.06.

The work shall include, but is not limited to, the following:

- 1. Demarcating: The Engineer will mark out areas for patching and will determine the appropriate milling depth between 1.5 inches and 2.5 inches. The minimum length and width dimensions of the patch shall be 20 inches. Any area to be patched shall completely encompass the entire distressed pavement area and extend at least 6 inches beyond into the surrounding pavement wherever possible.
- 2. Milling: Mill marked out areas to the specified depths.
- 3. Sweeping, Cleaning, and Drying: Sweep the milled surface clean, and allow milled areas to dry. Any moisture in or on the milled areas must be allowed to evaporate or be removed with the assistance of the hot air lance. When the milled area is dry to the satisfaction of the Engineer, it shall be blown clean of any residual dust or debris using compressed air.

- 4. Applying Tack Coat: Apply tack coat to the entire clean and dry milled area, including the sides/walls of the area to be patched, in accordance with the requirements of Section 4.06.
- 5. Placing Patch Material: After the tack coat has had sufficient time to cure or break, HMA S0.375 or equivalent PMA shall be placed and compacted to the requirements above and in Section 4.06. The Contractor shall confirm that the surface elevation of the finished patch matches the elevation of the surrounding pavement surface to within 1/4 inch using the 10-foot straightedge. The Contractor shall confirm that all patch material placed is uniform in appearance without segregation.

Method of Measurement:

This work will be measured by the number of square yards of patched bituminous concrete completed and accepted.

Basis of Payment:

This work will be paid for at the Contract unit price per square yard of "Bituminous Concrete Surface Patch." The price shall include all tools, materials, labor and equipment; milling, removing, and disposing of pavement millings; sweeping and cleaning of the milled area; drying the milled area; applying tack coat to the milled area; and placement and compaction of HMA or PMA.

Pay Item Bituminous Concrete Surface Patch Pay Unit s.y.

ITEM #0406133A – RUBBERIZED CHIP SEAL

Description: This work shall consist of furnishing and applying asphalt rubber binder followed by an application of treated cover aggregate to the surface of the existing pavement. It shall be constructed in close conformity to the lines, grades, thickness, and typical cross section shown on the plans or established by the Engineer.

Materials: The chip seal shall be composed of asphalt rubber binder and cover aggregate as specified below:

- (1) Asphalt Binder: The asphalt binder for the asphalt rubber mixture shall be PG 58-28.
- (2) Rubber: The granulated rubber shall be a vulcanized rubber product from the ambient temperature processing of scrap, pneumatic tires. The granulated rubber shall meet the following gradation:

Gradation of Grandiated Rubber		
Sieve Size	<u>% Passing</u>	
No. 10	100	
No. 16	90-100	
No. 30	25 - 100	
No. 80	0-20	

Note: The use of rubber of multiple types from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements. The length of the individual rubber particles shall not exceed 1/8 inch.

(3) Cover Aggregate: The cover aggregate shall be crushed quarry stone, free from dust and other contaminants.

The percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO T 96) shall be a maximum of 30. The aggregate shall be pre-heated to a temperature between 200°F and 300°F and be pre-coated with PG 64-22 asphalt binder, 0.6% (+/- 0.2%) by weight of aggregate, prior to application. The aggregate shall meet the following gradation:

Gradation of Cover Aggregate		
<u>Sieve Size</u>	<u>% Passing</u>	
1/2 inch	100	
3/8 inch	85 - 100	
No. 4	0-8	
No. 8	0-4	
No. 200	0-2	

1.4 6.0

Note: The Contractor is responsible for determining a suitable location for stockpiling the required aggregate and ensuring that stockpiles do not become contaminated. The Contractor shall be responsible for clean up at the stockpiles sites.

A minimum of 30 days prior to construction, gradation testing shall be performed by the Contractor to determine the design application rates for the asphalt rubber binder and the cover aggregate. A representative sample shall also be sent to the Engineer and shall include a Certified Test Report and Material Certificate.

(4) Mixing and Reaction: For 20% asphalt rubber binder, the percent of granulated rubber shall be 18% (+/- 3%) by weight of the total asphalt rubber binder. The 20% asphalt rubber binder shall meet the requirements of ASTM D6114, Table 1, Type 2.

The temperature of the asphalt binder shall be between 350°F and 400°F at the time of the addition of the granulated rubber. The asphalt binder and rubber shall be combined and mixed together in the mechanical blender and reacted for a minimum of one (1) hour. The temperature of the asphalt rubber binder shall be above 325°F during the reaction period.

When a job delay occurs after full reaction, the asphalt rubber binder may be allowed to cool. The asphalt rubber binder shall be re-heated slowly just prior to application, not to exceed 410° F. For the 20% granulated mixture, an additional quantity of granulated rubber is not to exceed 3% by volume of the asphalt rubber binder and may be added after reheating in order to maintain a 1500 - 5000 cP viscosity.

(5) **Testing and Certification:** The asphalt rubber binder materials shall be sampled once per lot at the point of manufacture, tested and certified by an AASHTO re:source- (formerly AMRL-) accredited laboratory approved for asphalt rubber binder testing. The laboratory shall certify that the material meets the requirements of ASTM D6114 Type II specifications. A lot shall be defined as each batch produced, but shall not exceed the volume of the manufacturer's dedicated asphalt rubber reaction/storage tank.

In addition to the ASTM D6114 Type II specification, to ensure adequate blending residence time and binder quality, every lot shall be tested as follows:

Test: (on the produced asphalt rubber binder)

- AASHTO T 315 Original Binder 2mm Dynamic Shear Rheometer (DSR) @ 82 **Result:**

- $G^*/sin(\delta) > 1.00$ kPa

All data shall be reported to the Engineer.

(6) **Reporting:** Prior to starting work on this item, the Contractor shall submit a Quality Control Plan from the asphalt rubber supplier meeting the format requirements of AASHTO R 26.

The Contractor shall submit a weekly manufacturer's report for each lot of asphalt rubber produced that includes the following as a minimum:

- Total quantity of asphalt binder in tons
- Tons and percentage of ground rubber based on total asphalt rubber binder

- ASTM D6114 certified test results
- AASHTO T 315 Original Binder 2mm DSR @ 82

Construction Methods:

Equipment: The equipment used by the Contractor shall include, but not be limited to, the following:

- (1) **Mechanical Blender:** A mechanical blender for proper proportioning and thorough mixing of the asphalt binder and granulated rubber is required. This unit shall be equipped with the following:
 - (a) asphalt totaling meter (gallons)
 - (b) a flow rate meter (gallons per minute)
 - (c) a positive displacement auger to feed the rubber properly to a mixing chamber at the specified rate
 - (d) a static motionless mixer

The blender shall have a separate asphalt binder feed pump and finished product pump to maximize production. The blender shall be capable of providing 100% proportional mix at any given time during the blending cycle and documentation from the manufacturer supporting this shall be submitted to the Engineer if requested.

(2) **Distributor Truck:** On projects exceeding 35 tons of asphalt rubber, at least two (2) pressure-type bituminous distributor trucks in good condition shall be required. The distributor shall be equipped with an internal heating device capable of heating the material uniformly up to 425°F; an internal mixing unit capable of maintaining a proper mixture of asphalt binder and granulated rubber; and have adequate pump capacity to maintain a high rate of circulation in the tank and to spray the asphalt rubber binder at a viscosity of 5000 cP. The distributor shall be equipped with an electronically controlled computerized compensation unit for controlling application rates at various width and speed changes.

The application unit shall have electronic controls and a digital readout installed and operated from inside the cab of the distributor. The distribution bar on the distributor shall be fully circulating. Any distributor that produces a streaked or irregular distribution of the material shall be promptly repaired or removed from the project. Distributor equipment shall include a tachometer, pressure gauges, volume measuring devices, and a thermometer for reading the temperature of tank contents. Controls for the spray bar shall be located in the truck cab for controlling the width and rate of spray of the product. It shall be constructed so that uniform application may be made at the specified rate per square yard. The spray bar shall be capable of spraying from 1 foot to 16 feet.

(3) Aggregate Spreader: The aggregate spreader shall be hydrostatically driven and selfpropelled. It must be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 4.5 feet to 18 feet. The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and shall automatically adjust the stone application rate depending on the width of application and the speed of spreader. It shall have the ability to apply stone on any grade from 0 - 10%. The spreader shall be equipped with an integral hopper with a minimum capacity of 5 tons of stone. Aggregate trucks shall operate in a manner which ensures that the truck tires never come in contact with asphalt treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch shall permit towing of aggregate trucks without stopping the spreader. The spreader shall be capable of maintaining positive engagement over irregular terrain.

- (4) **Pneumatic-Tired Roller:** There shall be at least three (3) self-propelled, multiple wheeled, pneumatic-tired rollers which shall weigh between 7 and 12 tons. Each roller shall have a minimum total compacting width of five (5) feet, have a minimum tire pressure of 60 psi, and be equipped with a water system. The minimum tire contact pressure shall be 90 psi. The alignment of the axles shall be such that the rear axle tires, when inflated to the proper pressure, can compact the voids untouched by the front-axle tires. All tires shall be as supplied by the roller manufacturer.
- (5) **Power Broom/ Sweeper:** A motorized broom or sweeper shall be provided that is capable of cleaning the road surface prior to spraying bituminous material and to remove loose cover aggregate after treatment.
- (6) **Pilot Car:** A car shall be provided that is capable of guiding traffic during chip seal work operations. This vehicle shall meet the requirements of Section 6C.13 and Section 6F.58 of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

The chip seal operation shall proceed in accordance with the requirements of the "Maintenance and Protection of Traffic" and "Prosecution and Progress" specifications.

- (1) Weather Requirements: Work shall not be done unless the pavement is dry. No work shall be done during rain or foggy periods. No work shall be done unless the ambient temperature is at or above 50°F and rising. Work shall be restricted to the dates of May 15 through September 15.
- (2) Road Surface Preparation: The work to remove pavement markings, seal cracks and patch areas of distress shall have been completed (under other items) prior to application of asphalt rubber binder and cover aggregate. Immediately prior to the application of asphalt rubber binder and cover aggregate, the roadway surface shall be cleaned by the Contractor using a motorized sweeper and any other equipment or means necessary to remove all foreign debris and material (leaves, branches, dirt, sand, garbage, etc.) from the pavement surface. All foreign debris and material shall be removed and disposed of by the Contractor. The surface shall also be dry and must meet the approval of the Engineer.

Following pavement cleaning, the Contractor shall protect all pavement and utility structures including storm drains, manhole covers, water gates and gas gates. The

Contractor shall remove the covers after completion of rolling operations each day that chip sealing is performed.

(3) Application of Asphalt Rubber Binder: The asphalt rubber binder for a 20% granulated rubber mixture shall be applied at a temperature of between 340°F and 410°F at a rate of 0.50 to 0.65 gallons per square yard. The actual rate of application within these ranges for a given pavement requires the cover aggregate be embedded at 50% of the stone particle size into the asphalt rubber binder with minimal stone loss following compaction.

Longitudinal and transverse joints shall be constructed to appear neat and uniform without buildup, uncovered areas, or unsightly appearance. Place longitudinal joints on lane lines reasonably true and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same and free from ridges and depressions. Transverse joints associated with starts and stops shall be neat in appearance and may require the use of felt paper, or similar, as directed by the Engineer. Longitudinal joints shall be overlapped from 4 to 6 inches. During application, adequate provisions shall be made to prevent impairing and discoloration of adjacent pavements, structures, vehicles, foliage, and personal property.

- (4) Application of Cover Aggregate: The application of aggregate shall follow as close as possible behind the application of the asphalt rubber binder, not to exceed 300 feet. Construction equipment or other vehicles shall not drive on the uncovered asphalt rubber binder. The pre-coated aggregate shall be spread uniformly by a self-propelled spreader at a rate directed by the Engineer, generally between 30 to 40 pounds per square yard. Any deficient areas shall be covered with additional material.
- (5) **Rolling Operations:** A minimum of three (3) self-propelled pneumatic-tired rollers must be used for aggregate compaction into the asphalt rubber binder.

Rolling shall commence immediately following the spread of aggregate. There shall be at least three (3) coverages by the pneumatic-tired rollers to embed the aggregate particles firmly into the asphalt rubber binder. Coverage shall be as many passes as are necessary to cover the entire width being spread with a pass defined as one movement of a roller in either direction. The roller speed shall not exceed 6 miles/hour. The rolling train shall stay within 1000 feet of the aggregate spreader. When the rolling train cannot keep within 1000 feet of the aggregate spreader and distributor truck shall stop and wait for the rollers. Water shall be applied to the tires as required, limiting sticking of the asphalt rubber binder and aggregate to the rollers.

(6) Sweeping: When the maximum amount of aggregate has been embedded into the asphalt rubber binder and the pavement has cooled, all loose material shall be swept or otherwise removed. This must be done at a time and in a manner which shall not displace any embedded aggregate or damage the new surface. All loose cover material shall be removed from the paved surface by sweeping once the chip sealed surface has cooled to below 120°F after application; however, if the Engineer determines that conditions are not conducive to obtaining best results due to weather, temperature, or other reasons, sweeping should be

discontinued until the Engineer has determined the best time for the removal of the loose cover materials. Final sweeping shall be performed two (2) to three (3) weeks after application or as directed by the Engineer. Final sweeping shall remove all loose aggregate.

(7) **Protection of Surface:** No traffic shall be permitted on the chip sealed road surface until all rolling has been completed and the asphalt rubber binder has cooled and set to a degree satisfactory to the Engineer. All traffic shall be held to speeds not exceeding 25 miles per hour by the use of a pilot car. The pilot car shall be used to control traffic flow at all points during chip seal work operations. "Loose Stone" signs shall be posted at the beginning limit of the chip seal operation and at every one (1) mile interval. Speed limit signing and other required signing shall meet all Department and Contract requirements. They shall remain in place for a minimum of 24 hours after the chip seal is placed. Signing shall not be removed until the loose aggregate is removed from the roadway and all other Contract requirements are fulfilled (i.e. line striping) so that the original posted speed limit can be reinstated.

Method of Measurement: This work will be measured for payment by the number of square yards of rubberized chip seal placed and accepted.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for "Rubberized Chip Seal," complete in place, which price shall include all materials, equipment, tools, and labor incidental thereto.

The work to remove pavement markings, seal cracks, and patch areas of distress will be paid under other items.

Pay Item	Pay Unit
Rubberized Chip Seal	s.y.

ITEM #0406198A – JOINT AND CRACK SEALING OF BITUMINOUS CONCRETE PAVEMENT

Description: This work consists of furnishing and applying hot-applied rubberized asphalt crack sealer to bituminous concrete pavement joints and cracks. It shall be constructed in close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. Joint and Crack Sealing of Bituminous Concrete Pavement may be used in conjunction with other repair treatments including, but not limited to, joint and crack filling or patching, in which case the sequence of treatments will be provided in the Contract Documents or directed by the Engineer.

For the purposes of this document, the word "crack" includes all longitudinal (along the direction of travel) and transverse (perpendicular to the direction of travel) cracks and joints. All work specified for "crack(s)" herein shall apply to all types of cracks and joints unless otherwise specified.

Materials:

- 1. <u>Crack Seal:</u> The crack seal material shall be composed of a hot-applied, rubberized asphalt meeting AASHTO M 324 Type II requirements. The crack seal material will also contain a minimum of 10% crumb rubber by weight. The Contractor must submit to the Engineer all Material Safety Data Sheet documents from the material manufacturer prior to the commencement of work. During work progress, the Contractor must submit to the Engineer the manufacturer's Material Certificate for compliance to AASHTO M 324 Type II requirements for each batch or lot of material utilized on the Contract.
- 2. <u>Optional Barrier Material Backer Rod:</u> The backer rod shall be a heat resistant material compatible with the crack sealant and acceptable to the manufacturer of the sealant. No bond or reaction shall occur between the sealant and the rod. It shall be of a non-water absorbent material and shall not melt or shrink when hot sealant is poured on it.

The backer rod shall have a maximum of 5% absorption when immersed in water for 24 hours with the ends sealed. The backer rod shall be of such a size that compression is required for installation in the crack, so that it maintains its position during the sealing operation. Backer rod shall be dry.

3. <u>Optional Barrier Material – Hot Mix Asphalt (HMA):</u> Any HMA placed in the bottom of a crack between 1.5 and 2 inches wide shall be HMA S0.25 Traffic Level 2 and shall meet all requirements of Section 4.06 - Bituminous Concrete.

The Contractor must submit to the Engineer all Material Safety Data Sheet documents from the material manufacturer(s) prior to the commencement of work. During work progress, the Contractor must submit to the Engineer the manufacturer's Material Certificate for compliance to applicable specifications for each batch or lot of material utilized on the Contract.

Construction Methods: The crack sealing operation shall proceed in accordance with the requirements of the "Maintenance and Protection of Traffic" and "Prosecution and Progress" specifications.

- 1. <u>Equipment:</u> The equipment used by the Contractor shall include, but not be limited to, the following:
 - a. Melter Applicator: The unit shall consist of a boiler kettle equipped with pressure pump, hose, and applicator wand; the boiler kettle may be a combination melter and pressurized applicator of a double-boiler type with space between the inner and outer shells filled with heat transfer oil. Heat transfer oil shall have a flash point of not less than 600°F. The kettle shall include a temperature control indicator. The kettle shall be capable of maintaining the crack seal material at the manufacturer's specified application temperature range. The kettle shall include an insulated applicator hose and application wand. The hose shall be equipped with a shutoff control. The kettle shall include a mechanical full sweep agitator to provide continuous blending. The unit shall be equipped with thermometers to monitor the material temperature and the heating oil temperature. The unit shall be equipped with thermostatic controls that allow the operator to regulate material temperature up to at least 425°F.
 - b. Application Wand and Squeegee Applicator: The material shall be applied with a wand followed by a squeegee applicator. The squeegee applicator shall be of commercial/industrial quality designed with a "U" shaped configuration. It shall be of a size adequate to strike off, flush with the surrounding pavement surface and without overflow around the sides, all crack seal material placed. This tool shall be either attached to the applicator wand or used separately as its own long handled tool.
 - c. Hot Air Lance: The unit shall be designed for cleaning and drying the pavement surface cracks. Minimum compressed air capacity shall be 100 psi. The compressed air emitted from the tip of the lance shall be capable of achieving a temperature of at least 1500°F.
 - d. Vertically Mounted Power Driven Wire Brush: This tool shall be used to remove any dirt, debris, or vegetation to the depths specified that cannot be removed by the hot air lance. It shall be of adequate size and power to remove all material from cracks as specified.
- 2. <u>Weather Requirements:</u> Work shall not be performed unless the pavement is dry. No frost, snow, ice, or standing water may be present on the roadway surface or within the cracks. The ambient temperature must be 40°F and rising during the field application operations for work to proceed.

- 3. <u>Material Mixing Procedure:</u> The prepackaged material shall be added to the melter applicator in the presence of the Engineer. It shall then be mixed and heated to the recommended application temperature. The crack seal material shall never exceed 400°F.
- 4. <u>Determination of Cracks to be Sealed</u>: The width and depth requirements for cracks to be sealed are as follows:

All crack width determinations shall be made by measuring the crack width flush at the surface of the pavement prior to being sealed. A straightedge shall be used whenever necessary to establish the location or limits of the flush surface of the pavement.

All cracks from 1/8 inch up to 1.5 inches wide shall be prepared and sealed as stated below. Cracks that are between 1/8 inch and 1.5 inches wide, but eventually taper in width below the minimum 1/8 inch, shall also be prepared and sealed as stated below. Only cracks that are less than 1/8 inch wide throughout their entire length shall be excluded.

Transverse cracks, where a portion of the crack (50% or less) exceeds a width of 1.5 inches, up to 2 inches, shall also be prepared and sealed as stated below.

All joints to be sealed that are raveled (loss of the pavement surface material) shall be at least $\frac{1}{2}$ inch in depth at the joint's deepest point. The minimum width of a raveled joint must be $\frac{1}{2}$ inch. The maximum width of a raveled joint to be sealed is 3 inches.

Any cracks exceeding the width and depth requirements specified above shall be repaired using separate items.

5. <u>Crack Preparation:</u> Cracks to be sealed shall be treated with a hot air lance prior to application of the crack seal material. Two (2) passes minimum shall be made with the hot air lance. The hot air lance operation shall proceed at a rate no greater than 120 feet per minute. There shall be no more than 10 minutes between the second hot air lance treatment and the material application.

The use of the hot air lance is not intended to heat the crack. It is to be used to blow all debris from the crack to the depths specified below and to remove any latent moisture from the crack until the inside of the crack is completely dry as determined by the Engineer. "Moisture" does not include standing water. The hot air lance is not to be used to boil off or blow standing water from the bottom of a crack. If standing water is present in the bottom of any crack, the sealing operation shall be postponed until such time that the standing water evaporates naturally. The Contractor may use compressed, oil-free air (not heated) to blow standing water from a crack to help accelerate the natural evaporation process. If standing water remains after using compressed air, the crack shall be allowed to dry naturally until remaining standing water evaporates. The hot air lance shall be used after visible water has evaporated. If a crack is already completely dry as determined by the Engineer, the hot air lance shall be operated at its lowest temperature possible.

The hot air lance is to be used to blow all debris from cracks (not including raveled joints) to a depth of at least $\frac{3}{4}$ inch for cracks between $\frac{1}{8}$ inch and $\frac{3}{4}$ inch wide, and to a depth of 1.25 inches for cracks between $\frac{3}{4}$ inch and 2 inches wide. The hot air lance shall be used to blow all debris from raveled joints to a depth of 1 inch or the full depth of the joint, whichever is smaller.

In the event that cracks are packed tightly with debris, dirt, vegetation, or other material, except previously placed sealant or filler, the Contractor shall use a vertically mounted power driven wire brush to remove all material and burnish the sides of the crack to the depths specified above. Cracks treated with the power driven wire brush shall subsequently be treated with a hot air lance as described in this section. The use of both the power driven wire brush and the hot air lance shall result in the complete removal of all material in the crack (except previously placed sealant or filler) to the depths specified above such that the sides of the crack are completely free and clean of any debris and moisture.

In the event that cracks have depths greater than 2 inches below the pavement surface, the Contractor may place a barrier composed of backer rod as specified herein. The backer rod shall be placed in a manner leaving 1.25 inches below the elevation of the pavement surface for crack seal material. Use of backer rod will not be allowed for cracks wider than 1.5 inches or less than ¹/₂ inch wide. For cracks between 1.5 and 2 inches wide, HMA S0.25 Traffic Level 2 may be placed in the bottom of the prepared crack. HMA shall be placed and compacted with a steel T-bar approved by the Engineer in a manner leaving 1.25 inches below the elevation of the pavement surface for crack seal material.

- 6. <u>Crack Sealing:</u> As soon as cracks have been prepared, they shall be filled to refusal along their entire length with the crack sealant material. The treatment material shall be maintained at the manufacturer's specified/recommended application temperature range at all times. The sealing operation shall be suspended if the temperature of the crack seal material falls outside the specified temperature range and shall remain suspended until the crack seal material is brought within the specified temperature range. Sealed cracks are to be squeegeed immediately following application of the crack seal material, striking excess sealer flat to the adjacent pavement surface. There shall be no build-up of treatment material fails to fill the crack or shrinks upon cooling such that there is a depression formed of at least ¼ inch or greater, a second application of sealant shall be placed over the first application.
- 7. <u>Protection of Sealed Cracks:</u> Traffic shall not be permitted on the pavement until the crack seal material is set so that the material does not track and is not deformed or pulled out by tires. If the work under this item is being performed prior to placing a hot mix overlay or other surface treatment, a detackifier or blotting agent will not be allowed. If work under this item is not followed by placement of an overlay of any kind, a detackifier or blotting agent may be used. If a detackifier or blotting agent is used, it shall be one recommended by the supplier of the crack seal material and shall be used as recommended by the supplier, except that no paper, cotton, or other organic materials shall be allowed. Information on the type and

usage of a detackifier or blotting agent shall be presented to the Engineer for their written acceptance prior to use.

8. <u>Removal and Disposal of Material:</u> All debris generated from the operations described above shall be removed from the roadway by the Contractor.

Treatment material remaining in the Contractor's kettle at the close of the daily work session shall be discarded. At no time shall treatment material be re-heated for use in subsequent crack sealing applications unless permitted by the Engineer following a review of specific circumstances.

All debris and surplus treatment material shall be properly disposed in accordance with Article 1.10.03 and State of Connecticut law.

9. <u>Acceptance of Work:</u> When work is complete, an inspection shall be scheduled with the Engineer. The Engineer will note all deficiencies including, but not limited to, areas exhibiting adhesion failure, cohesion failure, tracking of sealant material, and missed cracks. Work identified by the Engineer as not acceptable shall be repaired at the Contractor's expense. The Contractor shall notify the Engineer upon completion of any corrective work performed.

Method of Measurement: This work will be measured by the total Project area in square yards of bituminous concrete roadway surface, as indicated in the Contract plans and as measured, verified, and accepted by the Engineer.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for "Joint and Crack Sealing of Bituminous Concrete Pavement" complete and accepted in place. The price shall include all submittals, materials, equipment, tools, and labor incidental thereto. No payment will be made to the Contractor prior to submittal of required documents.

Pay Item	Pay Unit
Joint and Crack Sealing of Bituminous Concrete Pavement	s.y.

ITEM #0406290A – CENTERLINE RUMBLE STRIPS

Description:

Work under this item shall consist of installing centerline rumble strips on asphalt highways where shown on the plans or where directed by the Engineer.

Construction Methods:

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

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

Rumble strips shall not be installed where there is a break in the centerline, on bridge decks, at drainage structures, through loop detector sawcut locations, in two way left-turn lanes or in other areas identified by the Engineer.

Milling Equipment:

The cutting head(s) shall have the cutting tips arranged in such a pattern as to provide a relatively smooth cut (approximately 1/16 in between peaks and valleys) in one pass. The equipment shall include suitable provisions for the application of water to prevent dust.

Finished Cut:

The rumble strips shall have finished dimensions of 12 in (+/- 1/2 in) wide measured perpendicular to the direction of travel and shall be 7 in (+/- 1/2 in) long measured in the direction of travel. The depressions shall have a concave circular shape with a minimum 3/8 in depth at center (maximum allowable depth is 1/2 in measured to a valley). The rumble strips shall be placed in relation to the roadway according to the patterns shown in the plans or on the Centerline Rumble Strip Details. Alignment of the edge of the cut will be checked and verified by the Engineer.

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

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

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

The Contractor shall provide all traffic control in accordance with the Maintenance and Protection of Traffic special provision included in the Contract.

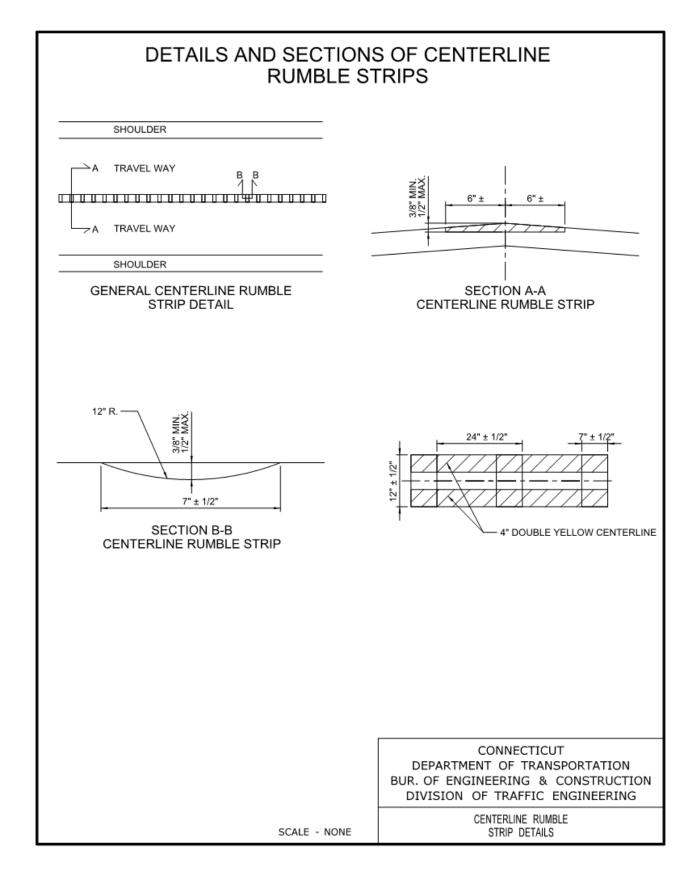
Method of Measurement:

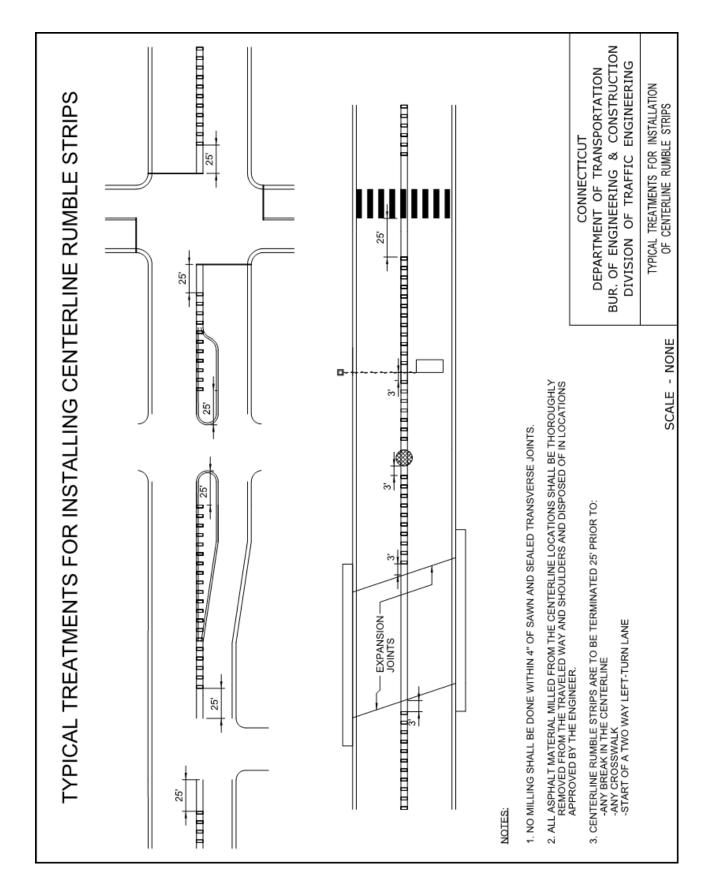
This work will be measured for payment by the actual number of linear feet of centerline where the rumble strips are placed and accepted. This distance shall be measured longitudinally along the edge of pavement with deductions for bridge decks, drainage structures, loop detector sawcut locations, and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

Basis of Payment:

This work will be paid for at the Contract unit price per linear foot for "Centerline Rumble Strips." The price shall include furnishing all equipment, tools, labor, a technical representative and work incidental thereto, and also collection and disposal of waste material resulting from the operation.

Pay ItemPay UnitCenterline Rumble Strips1.f.





ITEM #0520036A – ASPHALTIC PLUG EXPANSION JOINT SYSTEM

Description: Work under this item shall consist of furnishing and installing an asphaltic plug expansion joint system (APJ) in conformance with ASTM D6297, as shown on the plans, and as specified herein.

Work under this item shall also consist of the removal and disposal of bituminous concrete, membrane waterproofing, existing joint components and sealing elements, cleaning and sealing median barrier joints, parapet joints, and sidewalk joints.

Work under this item excludes the removal of Portland cement concrete headers.

Materials: The APJ component materials shall conform to ASTM D6297 and the following:

<u>Aggregate:</u> The aggregate shall meet the following requirements:

- a) Loss on abrasion: The material shall show a loss on abrasion of not more than 25% using AASHTO Method T96.
- b) Soundness: The material shall not have a loss of more than 10% at the end of five cycles when tested with a magnesium sulfate solution for soundness using AASHTO Method T 104.
- c) Gradation: The aggregate shall meet the requirements of Table A below:
- d) Dust: aggregate shall not exceed 0.5% of dust passing the #200 sieve when tested in accordance with AASHTO T-11.

Square Mesh Sieves	1"	³ / ₄ "	¹ / ₂ "	³ / ₈ "	No. 4
	(25.0 mm)	(19.0 mm)	(12.5 mm)	(9.5 mm)	(4.75 mm)
% passing	100	90 - 100	20 - 55	0 - 15	0 - 5

Table A	

A sample of the aggregate shall be submitted to the Department with a Certified Test Report in accordance with Article 1.06.07 for each 20 tons of loose material or its equivalent number of bags delivered to the job site. The Certified Test report must include a gradation analysis resulting from a physical test performed on the actual material that accompanies the report.

<u>Anti-Tacking Material</u>: This material shall be a fine graded granular material with 100% passing the $^{3}/_{16}$ " sieve and no more than 5% passing the #200 when tested in accordance with AASHTO T-27.

Backer Rod: All backer rods shall satisfy the requirements of ASTM D5249, Type 1.

<u>Bridging Plate:</u> The bridging plates shall be steel conforming to the requirements of ASTM A36 and be a minimum $\frac{1}{4}$ " thick and 8" wide. For joint openings in excess of 3" the minimum plate dimensions shall be $\frac{3}{8}$ " thick by 12" wide. Individual sections of plate shall not exceed

<u>4'</u> in length. Steel locating pins for securing the plates shall be size 16d minimum, hot-dip galvanized, and spaced no more than 12" apart.

<u>Concrete Leveling Material</u>: Shall be a cementitious-based material that conforms to ASTM C928 Standard Specification for Packaged, Dry, Rapid-Hardening Cementitious Materials for Concrete Repair, for R3 performance requirements in Table 1 and achieve the following:

- a. Final set in 45 Minutes
- b. 2500 psi compressive strength in 24 hours
- c. 5000 psi compressive strength in 7 days

<u>Parapet Sealant</u>: The sealant used in parapet joint openings shall be a single component nonsag silicone sealant that conforms to the requirements of ASTM D5893.

<u>Sidewalk Sealant:</u> The sealant used in sidewalk joint openings shall be a rapid cure, selfleveling, cold applied, two-component silicone sealant. The silicone sealant shall conform to the requirements listed in Table B:

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

<u>Table B</u>

- 1. Specimens cured at 77 ± 3^{0} F and $50\pm5\%$ relative humidity for 7 days
- 2. Specimens size: ¹/₂"wide by ¹/₂"thick by 2" long
- 3. Tensile Adhesion test only

The date of manufacture shall be provided with each lot. No sealant shall be used beyond its maximum shelf-life date.

The two-part silicone sealants shown in Table C are known to have met the specified requirements:

Table C

Product	Supplier	
Dow Corning 902RCS	Dow Corning Corporation	
	2200 W Salzburg Road	
	Auburn, Michigan 48611	
	BASF/Watson Bowman Acme Corporation	
Wabo SiliconeSeal	95 Pineview Drive	
	Amherst, New York 14228	

Other two-component silicone joint sealants expressly manufactured for use with concrete that conform to the aforementioned ASTM requirements will be considered for use provided they are submitted in advance for approval to the Engineer. Other joint sealants will be considered for use only if a complete product description is submitted, as well as documentation describing at least five installations of the product. These documented installations must demonstrate that the product has performed successfully for at least three years on similar bridge expansion joint applications.

A Materials Certificate and Certified Test Report for the asphaltic binder shall be submitted by the Contractor in accordance with the requirements of Article 1.06.07 certifying that the asphaltic binder satisfies the requirements of the most current version of ASTM D6297.

A Materials Certificate for all other components of the APJ, leveling material, backer rod and sealant used in sealing parapet and sidewalk joint openings, shall be submitted by the Contractor in accordance with the requirements of Article 1.06.07

Construction Methods: The APJ shall be installed at the locations shown on the plans and in stages in accordance with the traffic requirements in the special provisions "Maintenance and Protection of Traffic" and "Prosecution and Progress".

At least 30 days prior to start of the work, the Contractor shall submit to the Engineer for approval a detailed Quality Control Plan for the installation of the APJ. The submittal shall include:

- a) A list of all manufactured materials and their properties to be incorporated in the joint system, including, but not limited to the asphaltic binder, anti-tack material, backer rod, sealant, leveling material, as well as the aggregate's source.
- b) A detailed step by step installation procedure and a list of the specific equipment to be used for the installation. The Quality Control Plan must fully comply with the specifications and address all anticipated field conditions, including periods of inclement weather.

The APJ shall not be installed when bituminous concrete overlay or joint cutout is wet. The APJ shall only be installed when the bridge superstructure surface temperature is within the limits specified in Table D and when the ambient air temperature is within the range of 45^oF to 95^oF. The bridge superstructure surface temperature range is determined using the thermal movement

range provided on the contract plans for the proposed APJ deck installation location and the selected APJ product.

Installation Restrictions			
Designed Deck Joint Thermal Movement Range ²	Bridge Superstructure Surface Temperature ¹		
0" to 1"	45° F to 95° F		
1-1/8"	45° F to 90° F		
1-1/4"	45° F to 80° F		
1-3/8"	45° F to 70° F		
1-1/2"	45° F to 65° F		

- The superstructure surface temperature shall be determined from the average of three or more surface temperature readings taken at different locations on the interior girder surfaces by the Contractor as directed by the Engineer. Temperature measurements of the superstructure shall be taken by the contractor with a calibrated hand held digital infrared laser-sighted thermometer on the surfaces of an interior steel girder, or interior concrete girder protected from direct sunlight. The infrared thermometer to be supplied by the Contractor for this purpose shall meet certification requirements of EN61326-1, EN61010-1, and EN60825-1 maintained by the European Committee for Electrotechnical Standardization (CENELEC). The thermometer shall have a minimum distance-to-spot ratio of 50:1 and shall have adjustable emissivity control. The thermometer shall have a minimum accuracy value of ±1% of reading or ±2°F, whichever is greater. The thermometer shall be used in strict accordance with the manufacturer's written directions. An additional infrared thermometer satisfying the same standards to be used in this application mentation mentation and use a distance for guality assurance purposes.
- 2. Linear interpolation may be used to determine an allowable surface temperature range for thermal movement ranges in between values shown in the table, as approved by the Engineer.

Prior to installing the APJ, the Contractor shall determine the exact location of the deck joint beneath the bituminous concrete overly.

The APJ shall be installed symmetrically about the deck joint opening to the dimensions shown on the plans or as directed by the Engineer; not to exceed 24 inches measured perpendicular to the deck joint. The proposed saw cut lines shall be marked on the bituminous concrete overlay by the Contractor and approved by the Engineer, prior to saw-cutting. The saw-cuts delineating the edges of the APJ shall extend full depth of the bituminous concrete overlay.

The existing bituminous concrete overlay, waterproofing membrane and/or existing expansion joint material, within the saw cut limits shall be removed and disposed of by the Contractor to create the joint cutout.

Concrete surfaces that will support the bridging plates shall be smooth and form a plane along and across the deck joint. Rough or damaged concrete surfaces shall be repaired with a leveling compound meeting the requirements of this specification. Deteriorated concrete areas within the joint limits shall be repaired as directed by the Engineer: such repairs, when deemed necessary by the Engineer, shall be compensated for under the applicable concrete deck repair items in the Contract. The existing and repaired concrete surfaces shall provide continuous uniform support for the bridging plate and prevent the plate from rocking and deflecting.

Prior to the installation of the backer rod, all horizontal and vertical surfaces of the joint cutout shall be abrasive blast cleaned using an oil-free, compressed air supply. The entire cutout shall then be cleared of all loose blast media, dust, debris and moisture using an oil-free, hot air lance capable of producing an air stream at 3,000°F with a velocity of 3,000 feet per second.

A single backer rod, with a diameter at least 25% greater than the existing joint opening at the time of installation, shall be installed at an inch below the bridging plate in the existing deck joint opening between the concrete edges.

Asphaltic binder shall be heated to a temperature within the manufacturer's recommended application temperature range which shall be provided in the Quality Control Plan. During application, the temperature of the binder shall be maintained within this range. In no case shall the temperature of the binder go below 350° F nor exceed the manufacturer's recommended maximum heating temperature.

Asphaltic binder shall then be poured into the joint opening until it completely fills the gap above the backer rod. A thin layer of binder shall next be applied to the all horizontal and vertical surfaces of the joint cutout.

Bridging plates shall be abrasive blast-cleaned on-site prior to installation and then placed over the deck joint opening in the joint cutout. The plates shall be centered over the joint opening and secured with locating pins along its centerline. The plates shall be placed end to end, without overlap, such that the gap between plates does not exceed ¹/₄". The plates shall extend to the gutter line and be cut to match the joint's skew angle, where concrete support exists on both sides of the joint. Within APJ installation limits, where concrete support does not exist at both sides of the joint opening (such as where a bridge deck end abuts a bituminous concrete roadway shoulder), bridging plates shall not be installed. Installed bridging plates shall not rock or deflect in any way.

After installation of bridging plates, a thin layer of asphaltic binder shall be applied to all exposed surfaces of the plates.

The remainder of the joint cutout shall then be filled with a mixture of hot asphaltic binder and aggregate prepared in accordance with the submitted Quality Control Plan and the following requirements:

- The aggregate shall be heated in a vented, rotating drum mixer by the use of a hotcompressed air lance to a temperature of between 370° F. to 380° F. This drum mixer shall be dedicated solely for the heating and, if necessary, supplemental cleaning of the aggregate. Venting of the gas and loose dust particles shall be accomplished through ¹/₄" drilled holes spaced no more than 3" on center in any direction along the entire outside surface of the drum
- Once the aggregate has been heated, it shall then be transferred to a secondary drum mixer where it shall be fully coated with asphaltic binder. A minimum of two gallons of binder per 100lbs of stone is required.
- The temperature of the aggregate and binder shall be monitored by the contractor with a calibrated digital infrared thermometer.
- The coated aggregate shall be loosely placed in the joint cutout in lifts not to exceed 2 inches.
- Each lift shall be leveled, compacted and then flooded with hot asphaltic binder to the level of the aggregate to fill all voids in the coated aggregate layer. The surface of each lift shall be flooded until only the tips of the aggregate protrude out of the surface.
- The final lift shall be placed such that no stones shall project above the level of the adjacent overlay surface following compaction of the coated aggregate.
- Following installation of the final lift, sufficient time and material shall be provided to allow all voids in the mixture to fill. This step may be repeated as needed.
- The joint shall then be top-dressed by heating the entire area with a hot-compressed air lance and applying binder. The final joint surface must be smooth with no protruding stones and be absent of voids.
- Once top-dressed, the joint shall have an anti-tack material spread evenly over the entire surface to prevent tracking.

The Contractor shall be responsible for removing all binder material that leaks through the joint and is deposited on any bridge component, including underside of decks, headers, beams, diaphragms, bearings, abutments and piers.

Traffic shall not be permitted over the joint until it has cooled to 130° F when measured with a digital infrared thermometer. Use of water to cool the completed joint is permitted.

Sidewalk, parapet, and/or curb joint openings

Before placement of any sealing materials in parapets, curbs, or sidewalks, the joints shall be thoroughly cleaned of all scale, loose concrete, dirt, dust, or other foreign matter by abrasive blast cleaning. Residual dust and moisture shall then be removed by blasting with oil free compressed air using a hot air lance. Projections of concrete into the joint space shall also be removed. The backer rod shall be installed in the joint as shown on the plans. The joint shall be clean and dry before the joint sealant is applied. Under no circumstances is the binder material to be used as a substitute for the joint sealant.

Whenever abrasive blast cleaning is performed under this specification, the Contractor shall take adequate measures to ensure that the abrasive blast cleaning will not cause damage to adjacent traffic or other facilities.

The joint sealant shall be prepared and placed in accordance with the manufacturer's instructions and with the equipment prescribed by the manufacturer. Extreme care shall be taken to ensure that the sealant is placed in accordance with the manufacturer's recommended thickness requirements.

The joint sealant shall be tooled, if required, in accordance with the manufacturer's instructions.

Primer, if required, shall be supplied by the sealant manufacturer and applied in accordance with the manufacturer's instructions.

When the sealing operations are completed, the joints shall be effectively sealed against infiltration of water. Any sealant which does not effectively seal against water shall be removed and replaced at the Contractor's expense.

Any installed joint that exhibits evidence of failure, as determined by the Engineer, such as debonding, cracking, rutting, or shoving of the APJ mixture shall be removed and replaced full-width and full-depth to a length determined by the Engineer at no additional cost to the State.

Method of Measurement: This work will be measured for payment by the number of cubic feet of "Asphaltic Plug Expansion Joint System" installed and accepted within approved horizontal limits. No additional measurement will be made for furnishing and installing backer rod and joint sealant in the parapets, concrete medians, curbs and/or sidewalks.

Basis of Payment: This work will be paid for at the contract unit price per cubic foot for "Asphaltic Plug Expansion Joint System," complete in place, which price shall include the sawcutting, removal and disposal of bituminous concrete, membrane waterproofing, existing joint components and sealing elements, the furnishing and placement of the leveling compound, cleaning of the joint surfaces, furnishing and installing bridging plates, the furnishing and installing of the asphaltic plug joint mixture, the cost of furnishing and installing joint sealant in the parapets, concrete medians, curbs and sidewalks, and all other materials, equipment including, but not limited to, portable lighting, tools, and labor incidental thereto. No additional payment shall be made for the 12" wide bridging plates that are required for deck joint openings with widths in excess of 3".

If directed by the Engineer, additional deck repairs will be addressed and paid for under the applicable concrete deck repair items in the Contract.

ITEM #0520041A - PREFORMED JOINT SEAL

Description: Work under this item consists of furnishing and installing a preformed joint seal as shown on the plans. Work also includes a pre-installation survey to measure the pavement depth at all locations where the joint meets the curb.

Materials: One of the following Preformed Joint Seals specified on the plans shall be supplied:

V-Shaped Silicone Seals:

- Silicoflex: RJ Watson, Inc. 11035 Walden Ave Alden, New York 14004 Tel: (716) 901-7020 Website: <u>http://www.rjwatson.com</u>
- <u>V-Seal:</u> D.S. Brown Company 300 East Cherry Street North Baltimore, Ohio 45872 Tel: (419) 257-3561 Website: <u>http://www.dsbrown.com</u>

Foam-Supported Silicone Seals:

- Bridge Expansion Joint System (B.E.J.S.): EMSEAL Joint Systems Ltd.
 25 Bridle Lane, Westborough, MA 01581 Tel: (508) 836-0280 Website: http://www.emseal.com
- 4. Wabo FS Bridge Seal Watson Bowman Acme Corp.
 95 Pineview Drive Amherst, NY 14228 Tel: (716) 691-9239 Website: https://wbacorp.com/products/bridge-highway/joint-seals/wabofsbridge/

When foam-supported silicone joint seals are the only type allowed on the plans (such as at bridge joints that extend through sidewalks), the CTDOT will consider products from other foam-supported silicone joint manufacturers, if the products have been installed by another State Department of Transportation, are functioning successfully in a similar climate to Connecticut's for at least one year, and are deemed by the CTDOT to be suitable for use in the specific application for which the Contractor is requesting. To be considered, the Contractor shall submit documentation indicating the product name, manufacturer, the contact information for a Department of Transportation official who can confirm the successful installation and continued success of the product, the date of installation and the nature of the installation, including thermal movement range and skew of the installed joint.

A Materials Certificate for all components of the selected preformed joint seal shall be submitted by the Contractor in accordance with the requirements of Article 1.06.07

Construction Methods: All work at each joint location shall be accomplished in accordance with "Maintenance and Protection of Traffic" and "Prosecution and Progress."

Submittals:

Prior to ordering preformed joint seals, and prior to forming block-outs for the preformed joint seals in the headers, the Contractor shall submit the following to the Engineer:

- The Manufacturer and product information of the selected joint system;
- Material safety data sheets (MSDS) and technical product information;
- Name and credentials of a qualified technical representative supplied by the manufacturer and acceptable to the Engineer. This person shall be available to provide assistance at the beginning of the work and be available to provide training and guidance throughout the project.
- A detailed, step-by-step installation procedure, including surface preparation, splicing of the preformed joint seal, and a list of the specific equipment to be used for the installation.

<u>Installation</u>: The technical representative of the accepted joint system shall be notified of the scheduled installation a minimum of 2 weeks in advance and be present to provide direction and assistance for the first joint installation and succeeding joint installations until the Contractor becomes proficient in the work and to the satisfaction of the Engineer.

The minimum ambient temperature for installing any of the qualified, preformed joint seals is 40° F and rising. When the manufacturer's requirement for minimum installation temperature is greater than 40° F, the manufacturer's requirement will govern.

All concrete surfaces to which sealing glands will be bonded shall be prepared in accordance with International Concrete Repair Institute (ICRI) concrete surface profile standards. The minimum acceptable surface profile is CSP2 (grinding), but CSP3 (light abrasive blast) is preferred. Any discontinuities or sharp projections into the plane of the joint shall be ground smooth prior to blasting. Whenever abrasive blast cleaning is performed, the Contractor shall take adequate measures to ensure that the abrasive blast cleaning will not cause damage to adjacent traffic or other facilities. Traffic will not be allowed to pass over the joint after blasting has occurred.

Following blasting, the joint surfaces shall be wiped down or blown clean as recommended by the manufacturer.

The joint surfaces shall be completely dry before installing any of the components of the selected joint seal. The selected joint seal shall not be installed immediately after precipitation or if precipitation is forecast. Joint preparation and installation of the selected preformed joint seal must be done during the same day.

The selected joint sealing system shall be installed continuously with no field splices in the preformed seal in the roadway section, unless field splices are allowed by the manufacturer of the selected preformed joint seal. In no case shall field splices of the preformed joint seal be allowed in a wheel path or within the roadway shoulder. When splices cannot be avoided due to traffic constraints, the splice shall be at a painted lane line.

After the joint seal has been installed, water shall not be able to penetrate the joint. Any joint seal that does not effectively seal against water shall be removed and replaced at the Contractor's expense.

Method of Measurement: This work will be measured for payment by the number of linear feet of preformed joint sealing system installed and accepted. The measurement will be made along the centerline of the joint at the top surface of header, curb, sidewalk and parapet.

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

The Contract unit price shall include the cost of assistance from a technical representative of the selected joint system.

Pay Item Preformed Joint Seal Pay Unit l.f.

ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 – Description is supplemented by the following:

The Contractor shall maintain and protect traffic as described by the following and as limited in the Special Provision "Prosecution and Progress":

<u>Route 47 – Woodbury</u> <u>Route 111 – Monroe</u>

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

Excepted therefrom will be those periods, <u>during the allowable periods</u>, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation, on a paved travel path not less than 11 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet and there shall be no more than one alternating one-way traffic operation within the project limits without prior approval of the Engineer.

All Other Roadways

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

Commercial and Residential Driveways

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed, unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

Article 9.71.03 - Construction Method is supplemented as follows:

<u>General</u>

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 (bridge) section by the end of a workday (work night), or as directed by the Engineer.

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

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

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

The Contractor shall not store any material on-site which would present a safety hazard to motorists or pedestrians (e.g. fixed object or obstruct sight lines).

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

Construction vehicles entering travel lanes at speeds less than the posted speed are interfering with traffic, and shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds, in order to merge with existing traffic.

Requirements for Winter

The Contractor shall schedule a meeting with representatives from the Department including the offices of Maintenance and Traffic, and the Town/City to determine what interim traffic control measures the Contractor shall accomplish for the winter to provide safety to the motorists and permit adequate snow removal procedures. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings, and signing.

Signing Patterns

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

Pavement Markings - Non-Limited Access Roadways

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the Project.

Temporary pavement markings shall be installed on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work shift.

Permanent Epoxy Resin Pavement Markings shall be installed on the final course of bituminous concrete pavement within 10 calendar days of the final pavement installation if no Pavement Marking Grooves are proposed.

Temporary Pavement Markings

Temporary pavement markings that will be in place for less than 72 continuous hours may consist of temporary plastic pavement marking tape at the Contractor's expense. Additionally;

- 1. These temporary pavement markings shall include centerlines, lane lines (solid and broken), and stop bars.
- 2. Centerlines shall consist of two 4 inch wide yellow markings, 2 feet in length, side by side, 4 inches apart, at 40 foot intervals.
- 3. Lane lines shall consist of 4 inch wide white markings, 2 feet in length, at 40 foot intervals.
- 4. No passing zones shall be posted with signs in those areas where the final centerlines have not been established on two-way roadways.
- 5. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side.
- 6. The temporary plastic pavement marking tape shall be installed in accordance with Section 12.12.
- 7. The Contractor shall remove and dispose of the temporary plastic pavement marking tape prior to another course of bituminous concrete pavement being installed.

Temporary pavement markings that will be in place for 72 continuous hours or more should consist of temporary painted pavement markings and shall be installed in accordance with Section 12.09. The markings shall include centerlines, edge lines, lane lines (solid and broken), lane-use arrows, and stop bars on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work shift Edge lines and lane-use arrows are not required if the next course of bituminous concrete pavement will be placed within 10 calendar days.

All temporary pavement markings exposed throughout the winter shall be Epoxy Resin Pavement Markings, unless directed otherwise by the Engineer.

Temporary pavement markings, as described above, shall be maintained until the permanent pavement markings are installed.

Final Pavement Markings

Refer to Pavement Marking Groove special provisions for pavement marking requirements. Permanent epoxy resin pavement markings shall be installed in accordance with Section 12.10 and the applicable Traffic Engineering Standard Drawings.

If Temporary Plastic Pavement Marking Tape is installed, then the Contractor shall remove and dispose of these markings during the same work shift that the permanent epoxy resin pavement markings are to be installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

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 Traffic person(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.

<u>Allowable Adjustment of Signs and Devices Shown on the Construction Traffic Control</u> <u>Plans</u>

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.

POSTED SPEED	MINIMUM TAPER LENGTH		
LIMIT	FOR A SINGLE LANE CLOSURE (FEET)		
(MPH)	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	

Table 1 – Minimum Taper Length

<u>1. Work Zone Safety Meetings</u>

- 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 spacing 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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.

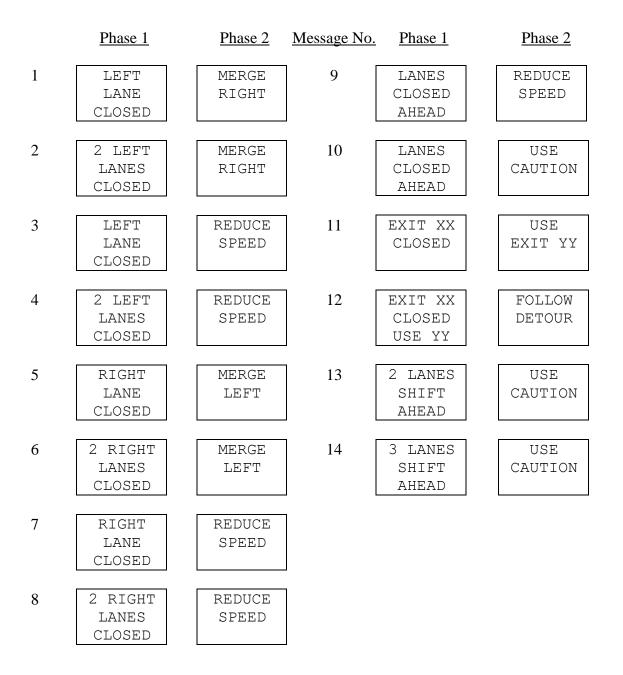


Figure 1: Typical PCMS Messages

Word Message Standard Word Message Standard			
word message	Abbreviation	word message	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	СВ	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	СТ	Prepare	PREP
Crossing	XING	Quality	QLTY
Crossing (other than	XING	Right	RT
highway-rail)		C	
Downtown	DWNTN	Road	RD
Drive	DR	Roadwork	RDWK
East	Е	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	[Route Abbreviation determined by highway
Friday	EDI	numbered route	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

Table 2: Acceptable Abbreviations

Hospital	HOSP	Tons of Weight	Т
Hour(s)	HR, HRS	Traffic	TRAF
Information	INFO	Trail	TR
International	INTL	Travelers	TRVLRS
Interstate	I-	Tuesday	TUES
Junction / Intersection	JCT	Turnpike	ТРК
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.

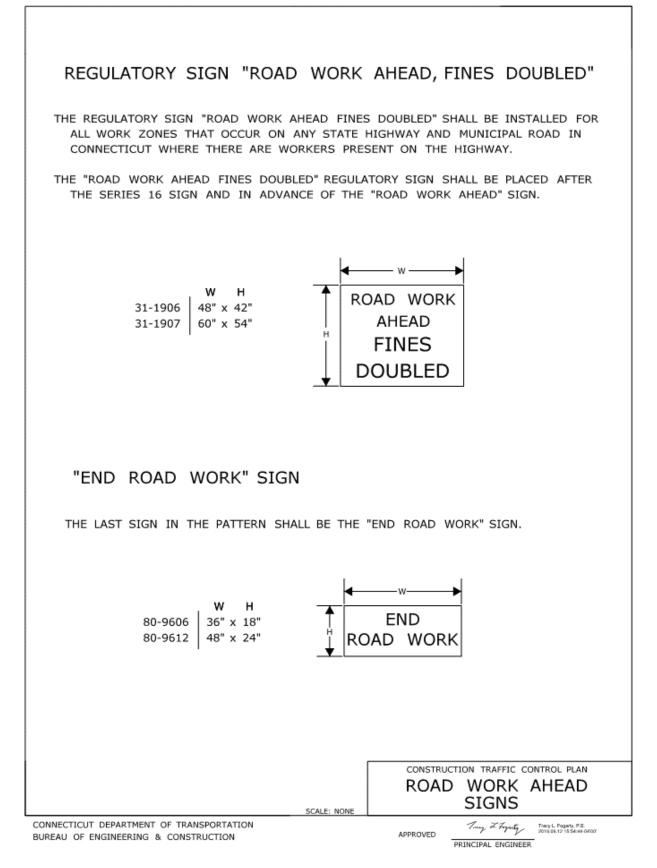
Unacceptable Abbreviation	Intended Word	Common Misinterpretation
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (Merge)
LT	Light (Traffic)	Left
PARK	Parking	Park
POLL	Pollution (Index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
WRNG	Warning	Wrong

<u>10. Use of State Police Officers</u>

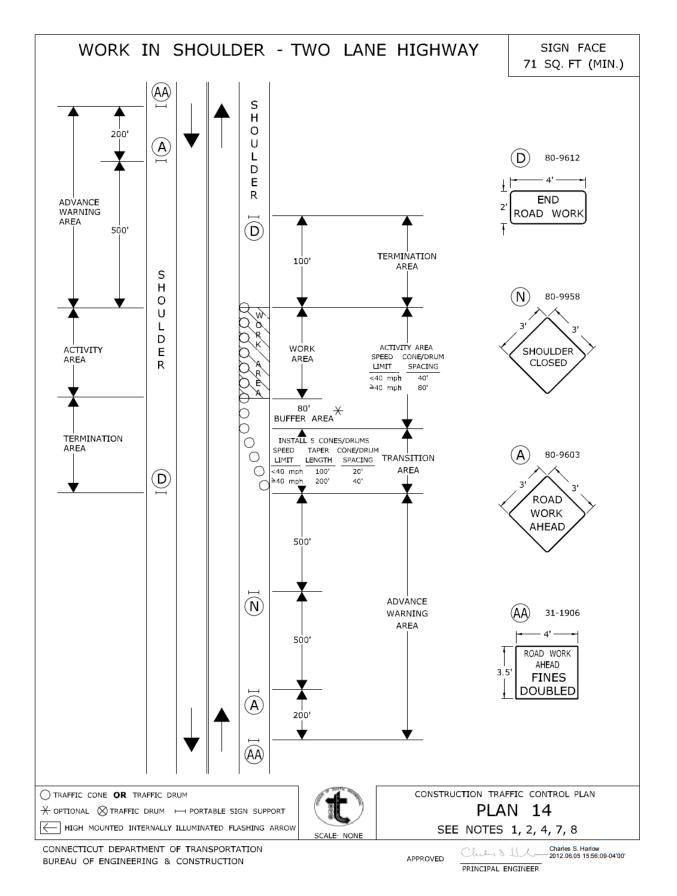
- 10.a) State Police may be used only on limited access highways and secondary roadways that are under their primary jurisdiction. A minimum of one Officer may be used per critical sign pattern; however, a State Police presence is not required. Shoulder closures and right lane closures can generally 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.

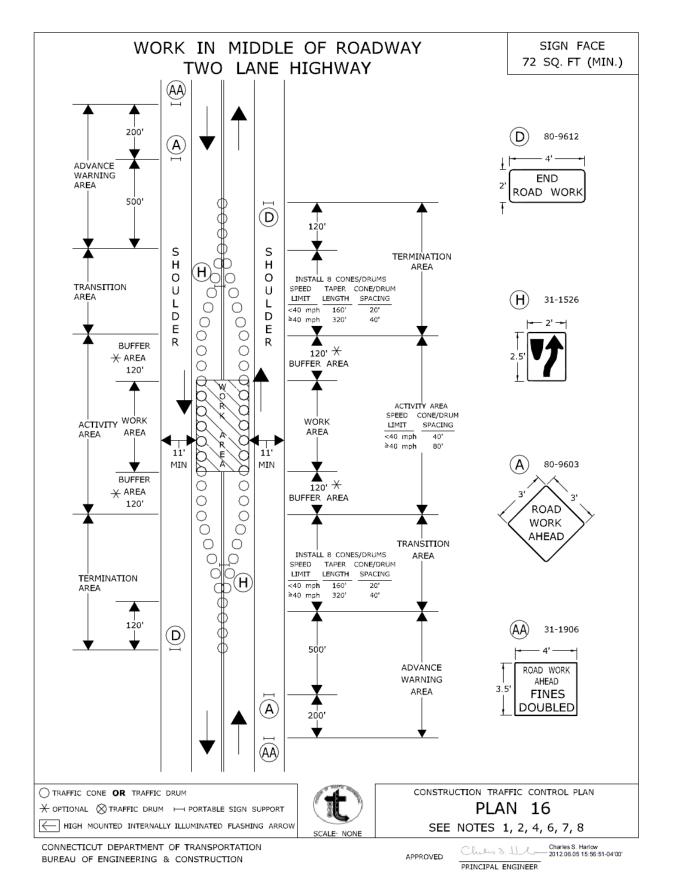
SERIES 16 SIGNS								
W H CONSTRUCTION AHEAD ROAD USE RESTRICTED STATE LIABILITY LIMITED GENERAL STATUTES SEC 130-115, 130-145 COMMISSIONER OF TRANSPORTATION W H 16-E 80-1605 84" x 60" 16-H 80-1608 60" x 42" 1 16-M 80-1613 30" x 24" 1	W CONSTRUCTION AHEAD SIDEWALK USE RESTRICTED STATE LIABILITY LIMITED GENERAL STATUTES SEC 13a-115, 13a-145 COMMISSIONER OF TRANSPORTATION 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 								
SIGNS 16-E AND 16-H SHALL BE POST-MOUNTED.								
SIGN 16-E SHALL BE USED ON ALL FREEWAYS AND EX	KPRESSWAYS.							
SIGN 16-H SHALL BE USED ON ALL RAMPS, OTHER STA TOWN/CITY ROADWAYS.	ATE ROADWAYS AND MAJOR							
SIGN 16-M SHALL BE USED ON OTHER TOWN ROADW.	AYS.							
SCALE: NONE	CONSTRUCTION TRAFFIC CONTROL PLAN SERIES 16 SIGNS							

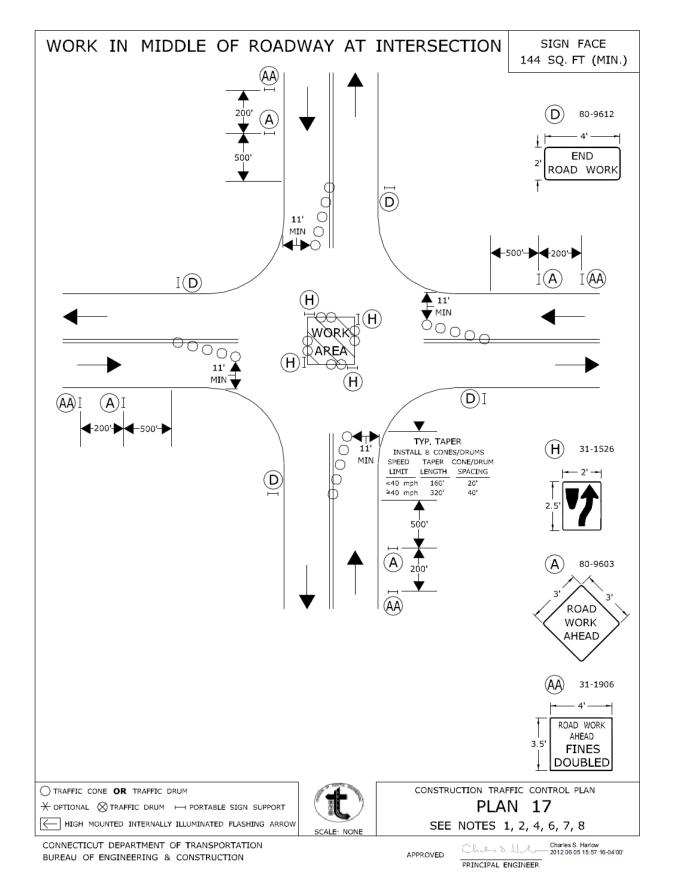
APPROVED Tracy Tracy Tracy L Fogoty P.E. 2012.10.09 16:20:32-0400 PRINCIPAL ENGINEER



NOTES FOR TRAFFIC CONTROL PLANS
 IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
 SIGNS (A), (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.
 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.
 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 \leqslant 40 MPH).
 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.
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 (MINIMUM TAPER LENGTH FOR (MILES PER HOUR)) 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
CONNECTICUT DEPARTMENT OF TRANSPORTATION
CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & CONSTRUCTION APPROVED Tray Tray Tray Tray Tray Tray Tray Tray







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".

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."

PERMITS, PLANS/DETAILS AND/OR REQUIRED PROVISIONS

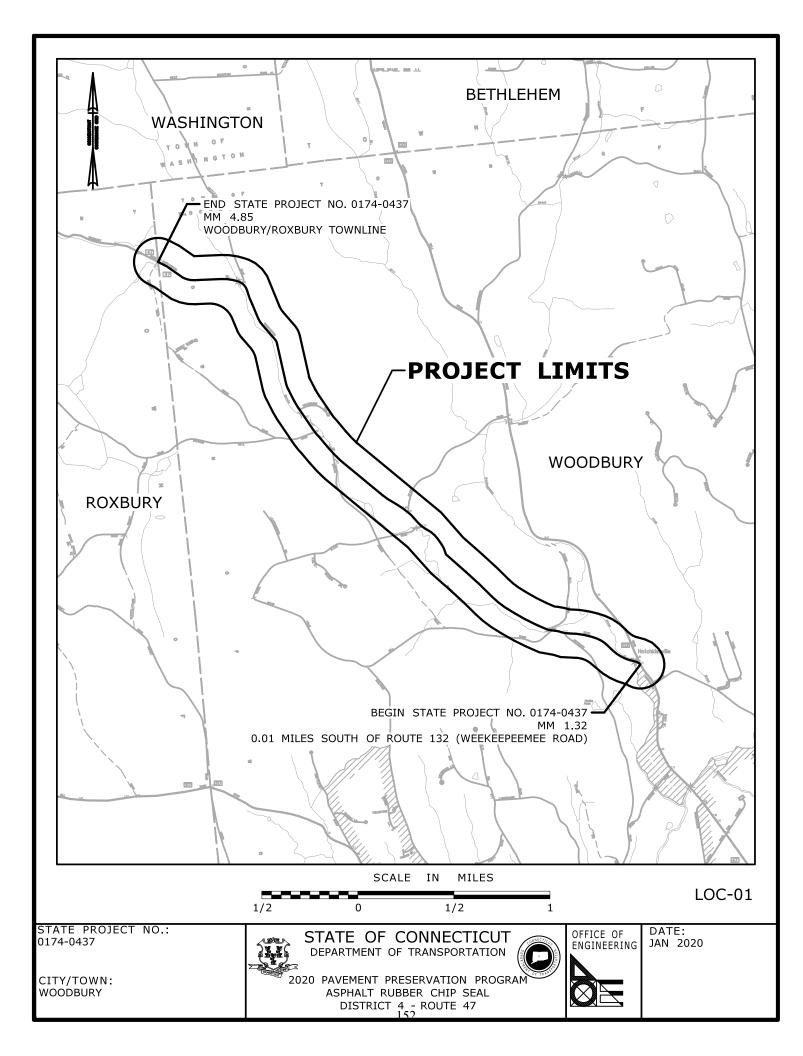
The following Permits, Plans/Details and/or and Required Provisions follow this page are hereby made part of this Contract.

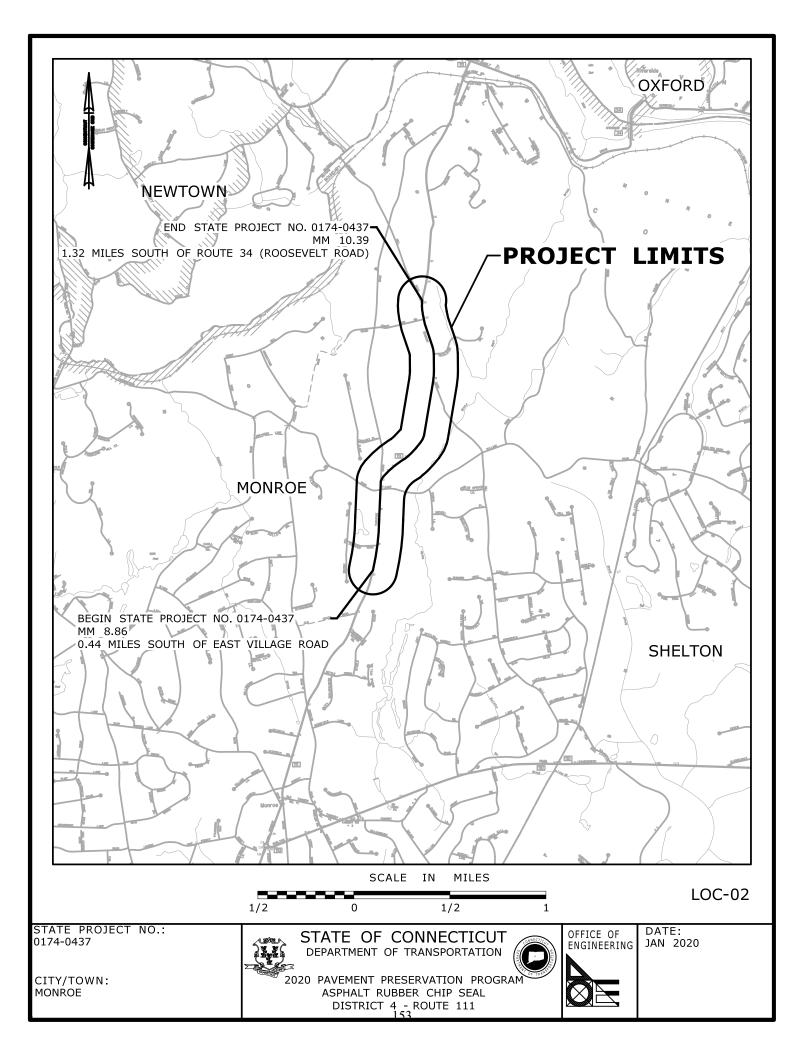
• <u>PERMITS AND/OR PERMIT APPLICATIONS</u>

No Permits are required for this contract.

• PLANS/DETAILS

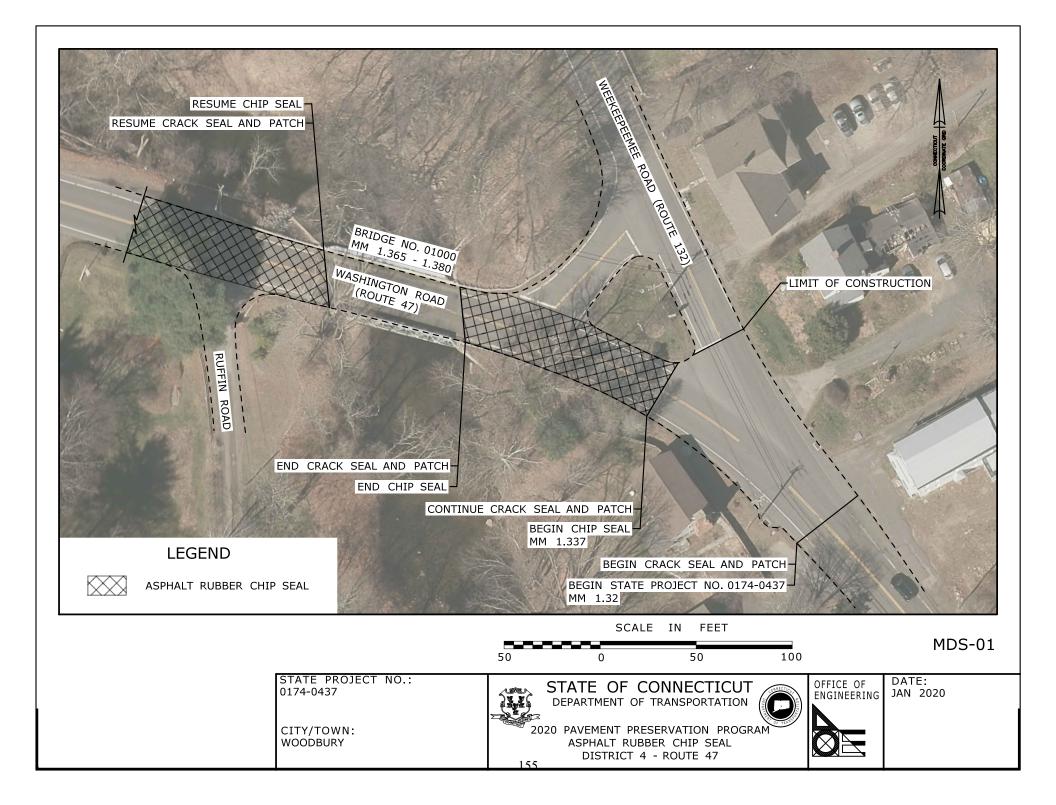
• <u>Construction Contracts - Required Contract Provisions (State Funded Only Contracts)</u>

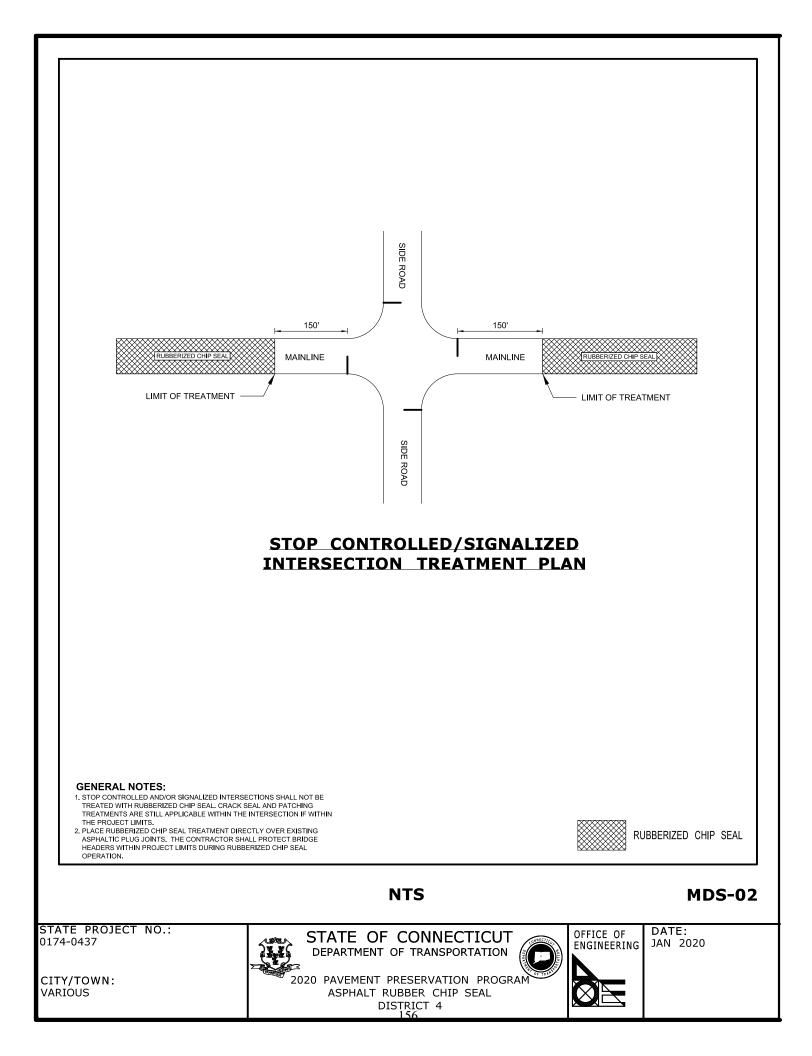


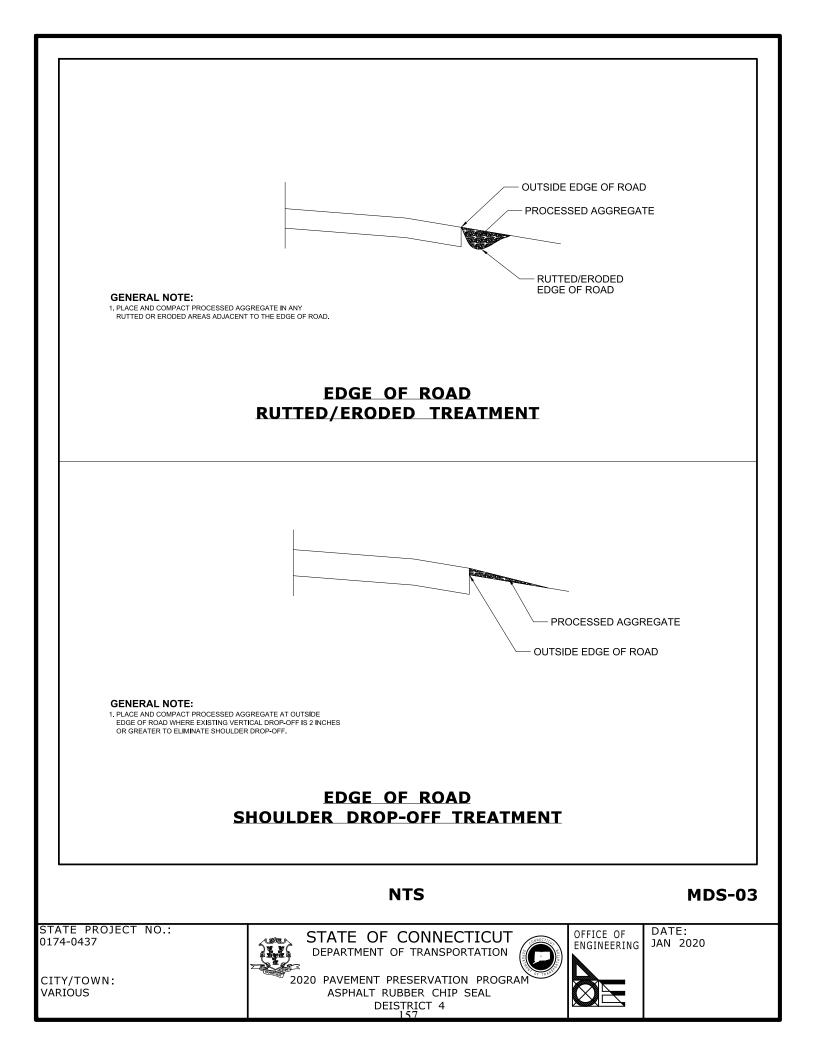


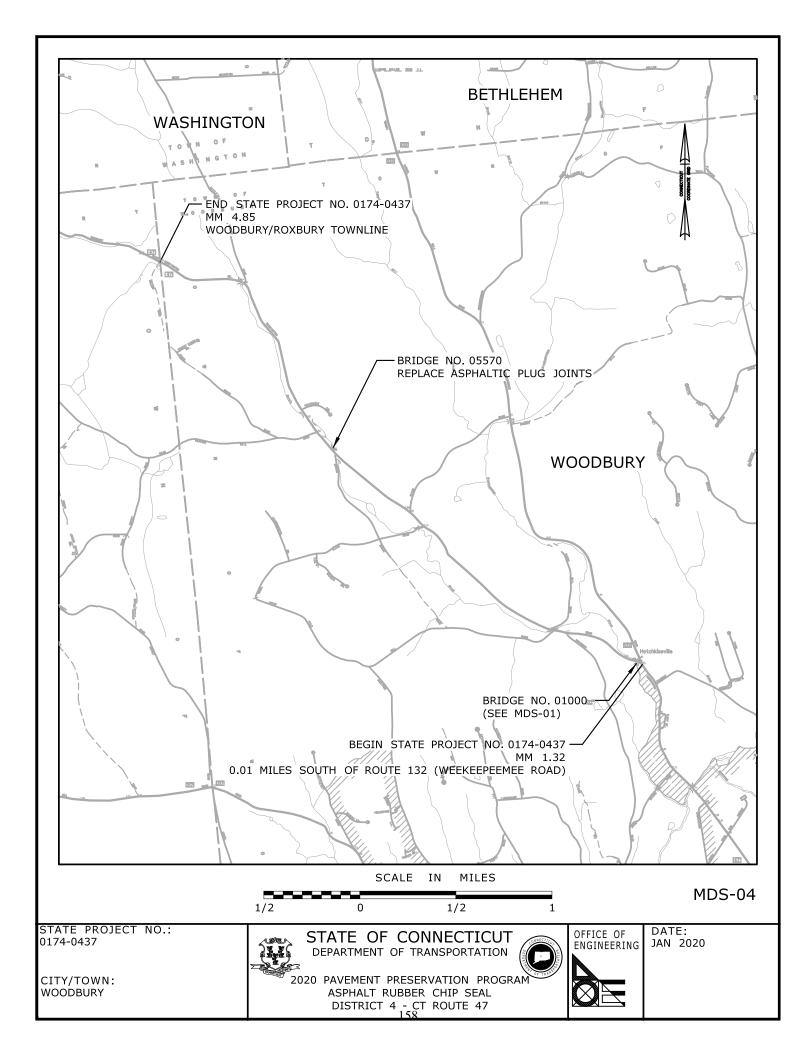
	ROADWAY ITEMS TRAFFIC ITEMS																														
				٨	A	۲	۲	4	۲								■		<												
ITEM NUMBER	0202000	0304002	0305000	0404101	0406125	0406133	0406198	0520036	0520041	0586601	0586603	0586750	0586751	0815001	0975004	0080001	0406290	2000760	0971001	0981100	1131002	1209114	1209124	1209131	1210101	1210102	1210105	1211001	1220027		
ITEM	Earth Excavation	PROCESSED AGGREGATE BASE	PROCESSED AGGREGATE	PATCHING -	BITUMINOUS CONCRETE SURFACE PATCH	RUBBERIZED CHIP SEAL	JOINT AND CRACK SEALING OF BITUMINOUS CONCRETE PAVEMENT	ASPHALTIC PLUG EXPANSION JOINT SYSTEM	PREFORMED JOINT SEAL	RESET TYPE 'C' CATCH BASIN	RESET TYPE 'C' CATCH BASIN DOUBLE GRATE TYPE 1	TYPE 'C' CATCH BASIN TOP	TYPE 'C' CATCH BASIN TOP DOUBLE GRATE TYPE 1	BITUMINOUS CONCRETE LIP CURBING	MOBILIZATION AND PROJECT CLOSEOUT	CONSTRUCTION STAKING	CENTERLINE RUMBLE STRIPS	TRAFFICPERSON (UNIFORMED FLAGGER)	MAINTENANCE AND PROTECTION OF TRAFFIC	42" TRAFFIC CONE	REMOTE CONTROL CHANGEABLE MESSAGE SIGN	HOT-APPLIED PAINTED PAVEMENT MARKINGS 4" YELLOW	HOT-APPLIED PAINTED PAVEMENT MARKINGS 4" WHITE	HOT-APPLIED PAINTED LEGEND, ARROWS AND MARKINGS	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS	REMOVAL OF PAVEMENT MARKINGS	CONSTRUCTION SIGNS		
UNIT	c.y.	c.y.	ton	s.y.	s.y.	s.y.	s.y.	c.f.	l.f.	ea.	ea.	ea.	ea.	Lf.	LS	LS	l.f.	hr	LS	ea.	day	l.f.	l.f.	s.f.	Lf.	l.f.	s.f.	s.f.	s.f.		
ROUTE 111	7		6	0	139	26505	26505	0	0	0	1	0	1	188	-	-	5500	130		75	28	34000	34000	0	17000	17000	0	11500	400		
ROUTE 47	6		63	194	693	65082	65634	51	100	16	0	16	0	153			0	290		0	28	76000	76000	250	38000	38000	125	26000	0		
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SUBTOTAL	13	8	69	194	832	91587	92139	51	100	16	1	16	1	341	LS	LS	5500	420	LS	75	56	110000	110000	250	55000	55000	125	37500	400		
UNASSIGNED	2	2	6	11	43	4583	4611	4	5	1	0	1	0	19	-	-	0	0	-	0	0	0	0	0	0	0	0	0	0		
TOTAL	15	10	75	205	875	96170	96750	55	105	17	1	17	1	360	LS	LS	5500	420	LS	75	56	110000	110000	250	55000	55000	125	37500	400		

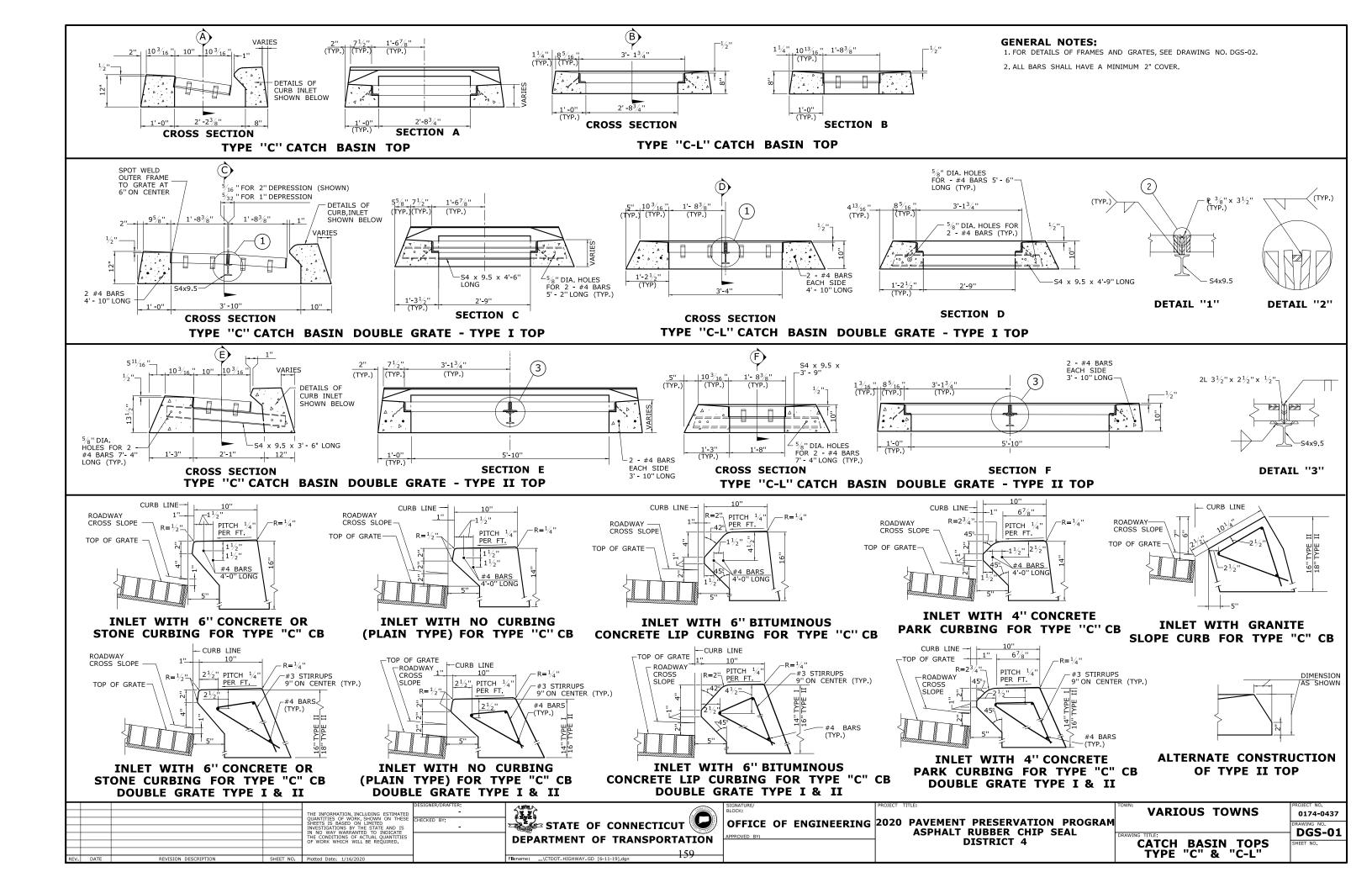
DATE: JAN 2020 DRAWING NO.: EST-01

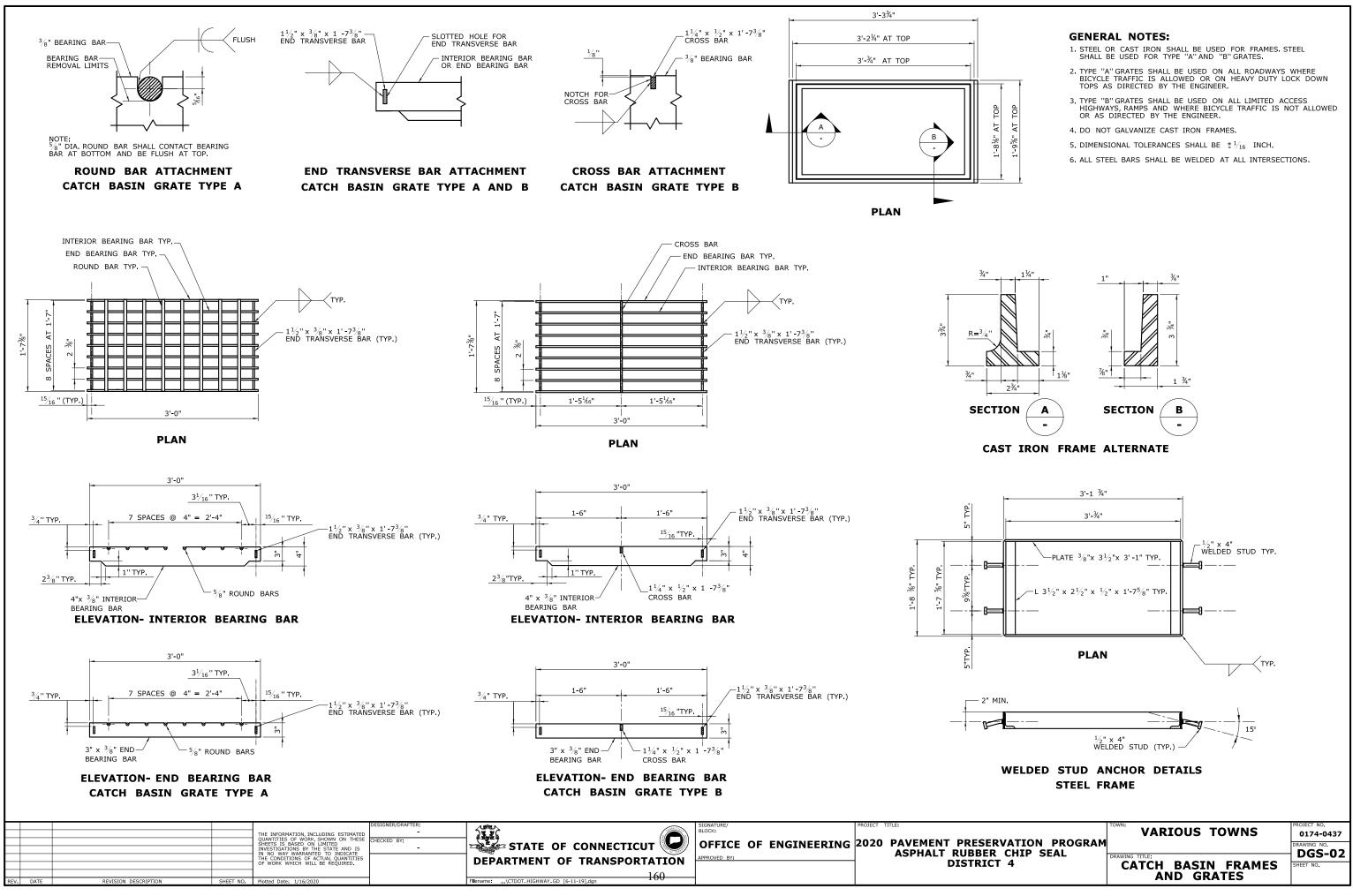












BITUMINOUS CONCRETE PLACEMENT AT ASPHALTIC PLUG JOINTS (APJ)

- THE REQUIREMENTS OF SPECIAL PROVISION SECTION 4.06 SHALL BE MET 1. EXCEPT IN LIEU OF DENSITY TESTING, THE METHODS DESCRIBED BELOW SHALL BE FOLLOWED TO ASSURE PROPER COMPACTION.
- TOP LIFT MUST BE UNIFORM THICKNESS; INTERMEDIATE LIFTS CAN BE 2. PLACED AT $1\frac{1}{4}$ " TO $2\frac{1}{2}$ "COMPACTED.
- REQUIREMENTS FOR PROPER COMPACTION:
 - MINIMUM 265° F DELIVERY TEMPERATURE OF MATERIAL, PLACE AND SPREAD MATERIAL BEFORE IT COOLS TO 260° F. MATERIAL BELOW а. TEMPERATURE REQUIREMENT WILL BE REJECTED.
 - COMPACT NON-SURFACE LIFTS WITH VIBRATORY PLATE COMPACTOR b. MEETING THE FOLLOWING REQUIREMENTS:
 - DESIGNED TO COMPACT ASPHALT EQUIPPED WITH A WATER TANK
 - iii
 - CENTRIFUGAL FORCE 3200 LBS TO 6000 LBS WEIGHS MINIMUM 160 LBS (WITHOUT WATER)
 - MINIMUM 4400 VIBRATIONS PER MINUTE v.
 - COMPACT TOP LIFT WITH 3 1/2 TO 4 1/2 TON DOUBLE DRUM ROLLER, c. DESIGNED TO COMPACT BITUMINOUS CONCRETE,
 - d. PROVIDE NUMBER OF PASSES BASED ON LIFT THICKNESS AS FOLLOWS:

LIFT THICKNESS (INCHES)	NUMBER OF PASSES
1 1/4 TO 1 1/2	8
1 1 /2 TO 2	10
2 TO 2 1/2	12

- ADDITIONAL COMPACTING EQUIPMENT MAY BE REQUIRED TO COMPLETE LIFT e. COMPACTION BEFORE MATERIAL COOLS TO 180° F
- AT CORNERS OR OTHER AREAS INACCESSIBLE TO PLATE TAMPER, HAND TAMP f. 20 TIMES MINIMUM BEFORE MATERIAL COOLS TO 180° F.
- ALTERNATE EQUIPMENT MAY BE REQUESTED AS A SUPPLEMENT TO CONTRACTOR'S QC PLAN. THE EQUIPMENT AND PROCEDURES MUST BE APPROVED BY THE ENGINEER PRIOR TO USE. 4.
- IF THESE METHODS ARE NOT PERFORMED TO THE SATISFACTION OF THE ENGINEER, DENSITY VERIFICATION MAY BE REQUIRED WHEREIN THE CONTRACTOR SHALL PROVIDE DENSITY TESTING WITH A QC NUCLEAR DENSITY 5. GAUGE OR COLLECT CORE SAMPLES AS SPECIFIED IN SECTION 4.06

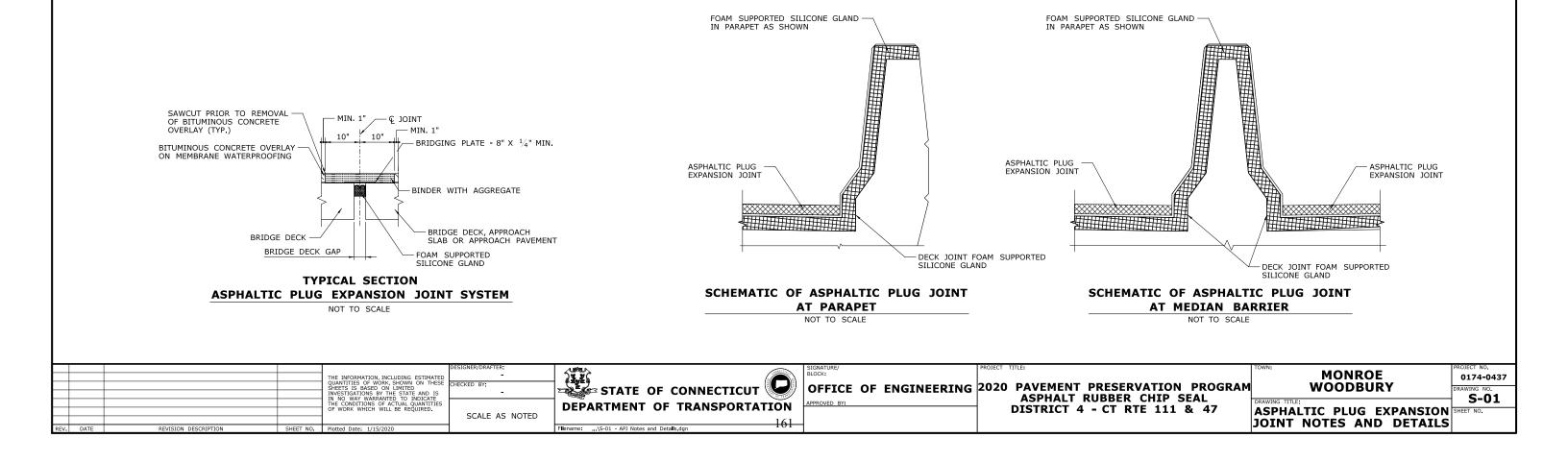
ASPHALTIC PLUG EXPANSION JOINT SYSTEM NOTES

- A BRIDGING PLATE SHALL BE USED TO SPAN THE GAP BETWEEN TWO DECK ENDS OR THE JOINT BETWEEN A DECK END AND A CONCRETE APPROACH SLAB. 1.
- DISCONTINUE THE INSTALLATION OF THE BRIDGING PLATE WHERE THE APPROACH SLAB IS DISCONTINUED (TYPICALLY IN THE ROADWAY SHOULDERS). SEE "ASPHALTIC PLUG EXPANSION JOINT SYSTEM" SPECIAL PROVISION. 2.
- NEW STEEL BRIDGING PLATES SHALL BE A MINIMUM OF $^{1}\!\!/_{4}$ "THICK BY 8" WIDE. FOR JOINT OPENINGS WHICH EXCEED 3", A $^{3}\!_{8}$ "THICK BY 12" WIDE PLATE WILL BE REQUIRED 3.
- 4. NO BRIDGING PLATE SHALL BE USED AT THE FOLLOWING LOCATIONS: A. JOINT BETWEEN A DECK END AND A CONCRETE APPROACH PAVEMENT WHERE A BRIDGE DECK END MEETS A BITUMINOUS APPROACH PAVEMENT
- THE REMOVAL OF ALL BITUMINOUS CONCRETE OVERLAY AND EXISTING JOINT 5. "ASPHALTIC PLUG EXPANSION JOINT SYSTEM".
- TEMPORARY CLOSED CELL BACKER ROD DIAMETER SHALL BE DETERMINED AFTER MEASURING THE JOINT OPENING, THE ROD SHALL BE 25% LARGER THAN THE JOINT 6. OPENING
- SAW-CUTTING AND REMOVAL OF PAVEMENT FOR JOINT INSTALLATION TO BE INCLUDED FOR PAYMENT UNDER THE ITEM "ASPHALTIC PLUG EXPANSION JOINT SYSTEM". 7.
- INSTALLATION OF FOAM SUPPORTED SILICONE GLAND TO BE PAID UNDER THE ITEM 8. "PREFORMED JOINT SEAL".
- ASPHALTIC PLUG EXPANSION JOINT SYSTEMS MAY BE INSTALLED ONLY WITHIN THE TEMPERATURE RANGE SPECIFIED IN THE SPECIAL PROVISION "ASPHALTIC PLUG EXPANSION JOINT SYSTEM". REFERENCE THE RANGE OF THERMAL MOVEMENT FOR THE SELECTED JOINT PRODUCT IN THE TABLE FOR "INSTALLATION RESTRICTIONS" IN THE 9. SPECIAL PROVISION.
- 10. CONTRACTOR SHALL NOTIFY THE DEPARTMENT IF THE EXISTING PAVEMENT IS DETERMINED TO BE LESS THAN 2" OR GREATER THAN 6" WITHIN THE BRIDGE LIMITS.



- 2.

- 5.



JOINT WORK FOR BRIDGES

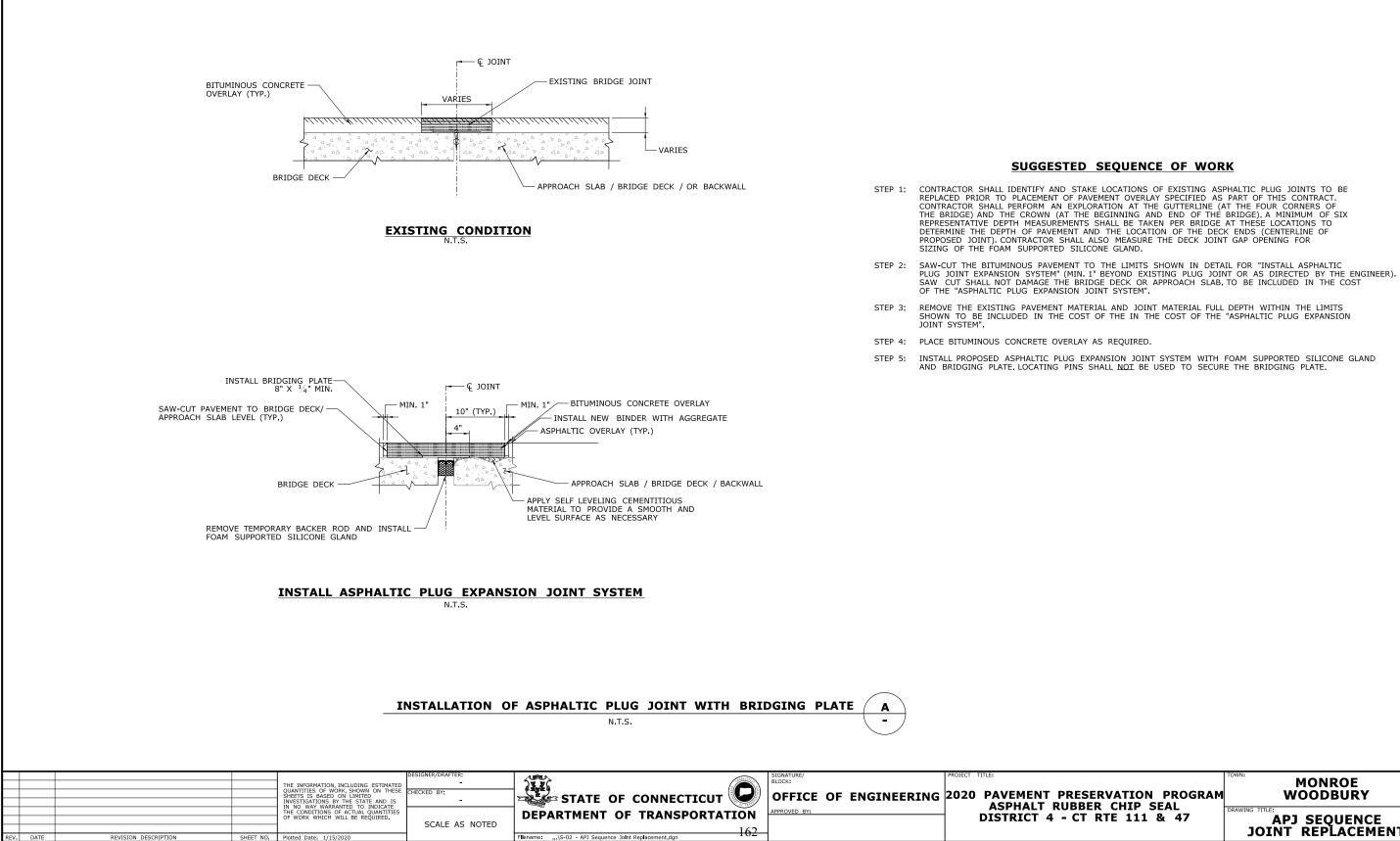
ALL WORK TO REMOVE BITUMINOUS CONCRETE OVERLAY AND EXISTING JOINT COMPONENTS AND SEALING ELEMENTS, SHALL BE INCLUDED IN THE COST OF THE "ASPHALTIC PLUG EXPANSION JOINT SYSTEM".

WHERE EXISTING BRIDGE DECK JOINTS ARE CONCEALED BENEATH BITUMINOUS CONCRETE OVERLAY THE CONTRACTOR SHALL VERIFY THE BRIDGE DECK JOINT LOCATION AND SUBMIT THE LIMITS OF SAW-CUTTING FOR THE ENGINEERS APPROVAL.

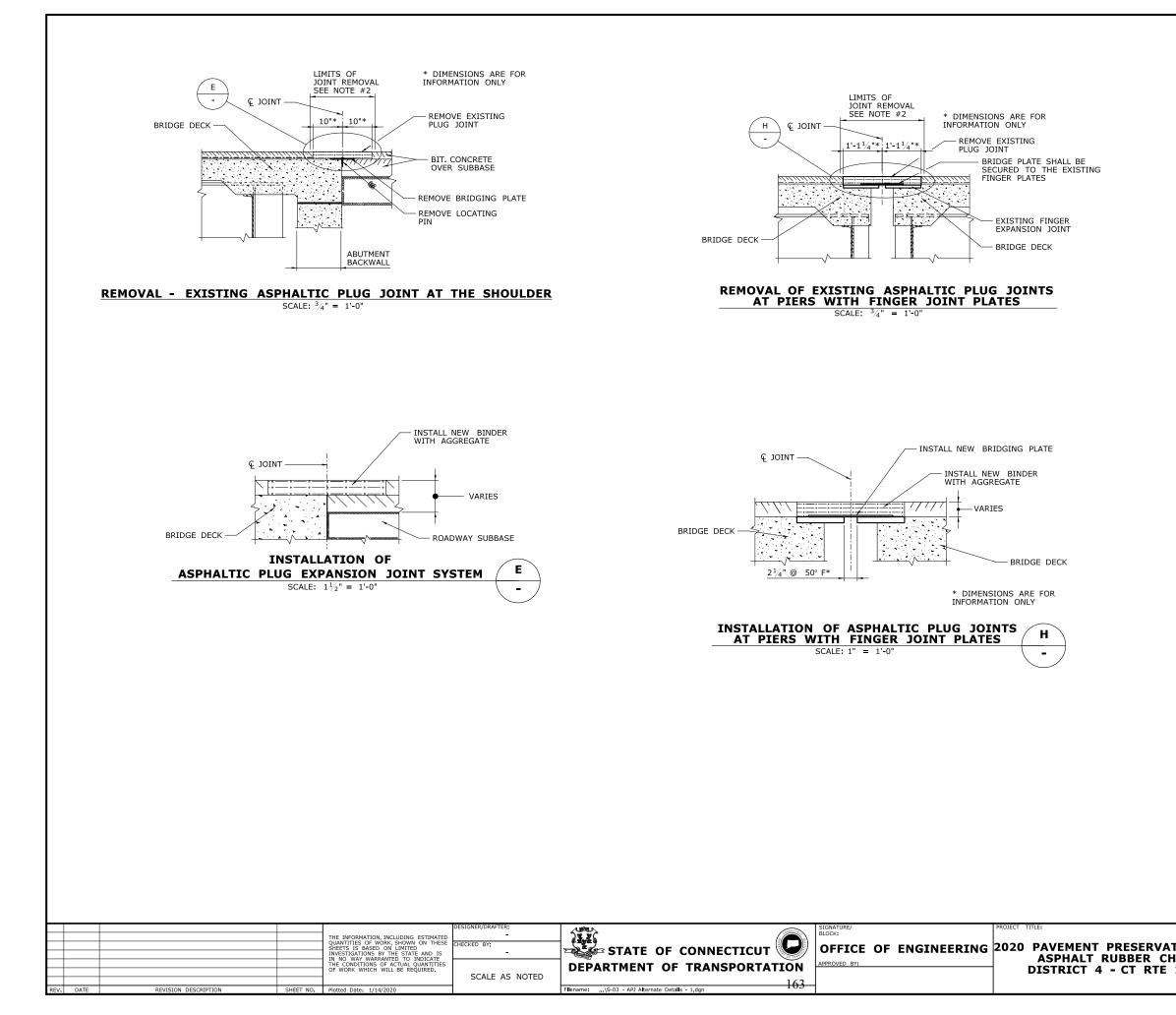
THE FURNISHING AND PLACING OF TEMPORARY PAVEMENT IN THE JOINT CUT-OUT SHALL CONFORM TO "BITUMINOUS CONCRETE PLACEMENT PLACEMENT AT ASPHALTIC PLUG JOINTS (APJ)" AND SHALL BE INCLUDED IN THE COST OF THE "ASPHALTIC PLUG EXPANSION JOINT SYSTEM".

ROUGH OR DAMAGED CONCRETE DECK SURFACES SHALL BE REPAIRED WITH A CONCRETE LEVELING MATERIAL INCLUDED FOR PAYMENT UNDER THE ITEM "ASPHALTIC PLUG EXPANSION JOINT SYSTEM".

THE DEPTH OF PROPOSED ASPHALTIC PLUG JOINT IS ESTIMATED TO BE 3" AVERAGE.



TION DROCRAM	MONROE	PROJECT NO. 0174-0437
TION PROGRAM	DRAWING TITLE:	S-02
111 & 47	APJ SEQUENCE JOINT REPLACEMENT	SHEET NO.



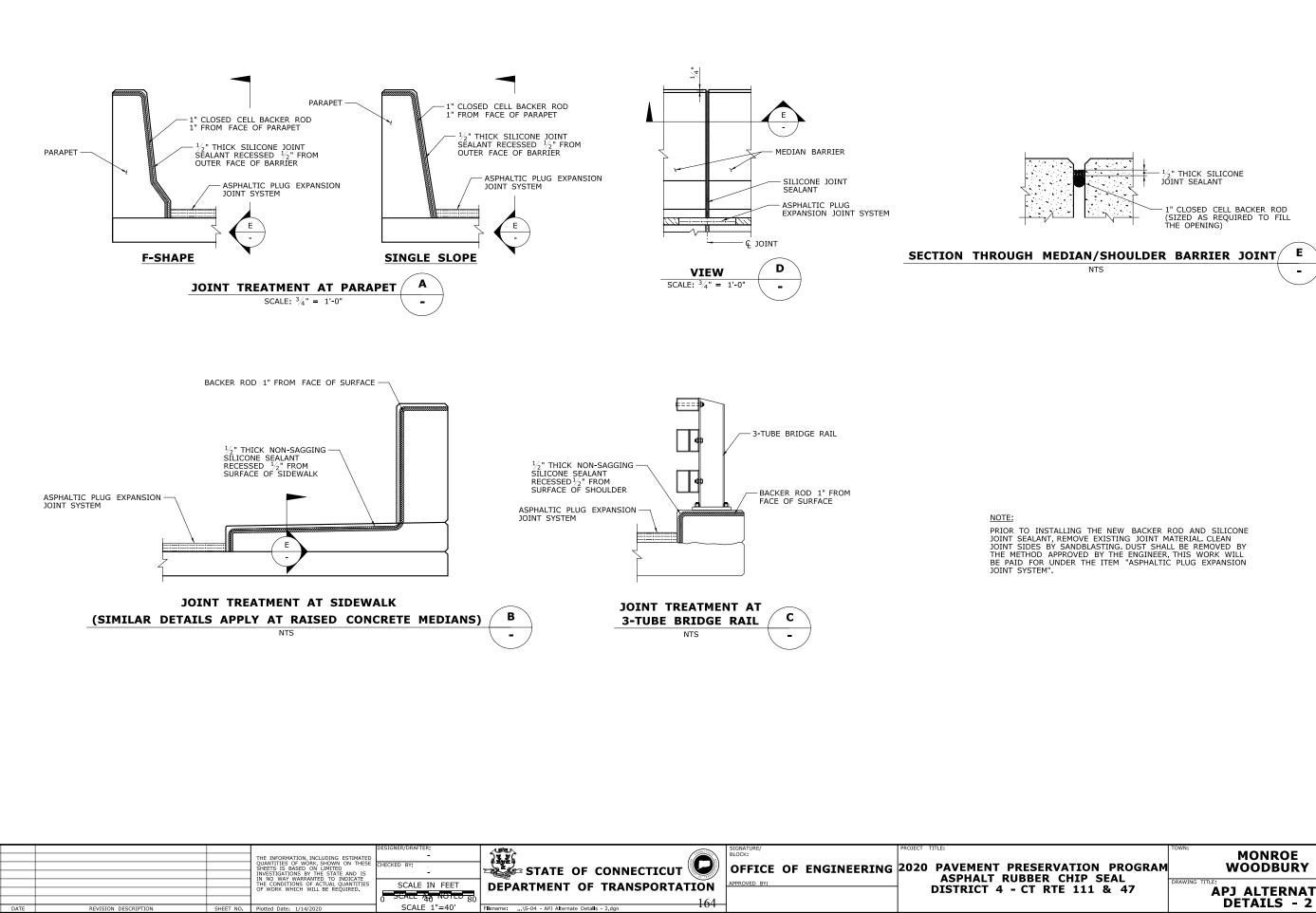
NOTES: 1. THE REMOVAL OF ALL EXISTING JOINT MATERIAL AND BITUMINOUS CONCRETE WITHIN THE LIMITS OF THE PROPOSED JOINT TO BE PAID FOR UNDER THE ITEM "ASPHALTIC PLUG EXPANSION JOINT SYSTEM"

2. WHERE EXISTING BRIDGE DECK JOINTS ARE CONCEALED BENEATH BITUMINOUS CONCRETE OVERLAY THE CONTRACTOR SHALL VERIFY THE BRIDGE DECK JOINT LOCATION AND HAVE THE LIMITS OF SAW CUTTING APPROVED BY THE ENGINEER.

3, LIMITS OF SAW CUTTING (1" MIN. BEYOND EXISTING PLUG JOINT OR AS DIRECTED BY THE ENGINEER) SHALL BE PAID FOR UNDER THE ITEM "ASPHALTIC PLUG EXPANSION JOINT SYSTEM" (TYP.)

4. NEW STEEL BRIDGING PLATES SHALL HAVE A MINIMUM THICKNESS OF $^1\!\!\!/_4$ ". FOR JOINT OPENINGS THAT EXCEED 3" A $^3\!\!/_8$ " THICK BY 12" WIDE SHALL BE REQUIRED.

	MONROE	PROJECT NO. 0174-0437
TION PROGRAM		DRAWING NO.
IIP SEAL 111 & 47	DRAWING TITLE:	S-03
111 & 47	APJ ALTERNATE DETAILS - 1	SHEET NO.



	MONROE	PROJECT NO. 0174-0437
TION PROGRAM	DRAWING TITLE:	S-04
111 & 47	APJ ALTERNATE DETAILS - 2	SHEET NO.

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

Index

- 1. Contractor Work Force Utilization / Specific Equal Employment Opportunity
- 2. Contract Wage Rates
- 3. Americans with Disabilities Act of 1990, as Amended
- 4. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List Limitation on Awarding Contracts
 - c. Construction Safety and Health Course
 - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
 - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
- 6. Tax Liability Contractor's Exempt Purchase Certificate (CERT 141)
- 7. Executive Orders (State of CT)
- 8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
- 9. Whistleblower Provision
- 10. Connecticut Freedom of Information Act
 - a. Disclosure of Records
 - b. Confidential Information
- 11. Service of Process
- 12. Substitution of Securities for Retainages on State Contracts and Subcontracts
- 13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 14. Forum and Choice of Law
- 15. Summary of State Ethics Laws
- 16. Audit and Inspection of Plants, Places of Business and Records
- 17. Campaign Contribution Restriction
- 18. Tangible Personal Property

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

20. Consulting Agreement Affidavit

Index of Exhibits

EXHIBIT A – Contractor Work Force Utilization / Equal Employment Opportunity (page 12) EXHIBIT B – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 15) EXHIBIT C - Campaign Contribution Restriction (page 23) EXHIBIT D - State Wage Rates (Attached at the end)

1. Contractor Work Force Utilization / Equal Employment Opportunity

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

2. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E hereof are hereby made part of this Contract.

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

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

3. Americans with Disabilities Act of 1990, as Amended

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

4. Connecticut Statutory Labor Requirements

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

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

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

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

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

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

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

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO

FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

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

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials

and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

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

6. Executive Orders

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

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

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:(1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section

and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

8. Whistleblower Provision

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

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

9. Connecticut Freedom of Information Act

- (a) **Disclosure of Records**. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- (b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and

shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, e.g., Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

10. Service of Process

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

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

This Contract is subject to the provisions of Section 3-ll2a of the General Statutes of the State of Connecticut, as revised.

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

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

13. Forum and Choice of Law

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

14. Summary of State Ethics Laws

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

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

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

16. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit D.

17. Tangible Personal Property

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

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

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

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

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am - 5:00 pm EST). Information will be treated confidentially and anonymity respected.

19. Consulting Agreement Affidavit

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

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

Minority

EXHIBIT A

CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY

1. Project Workforce Utilization Goals:

IAROR MARKET AREA COAL

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

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

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

<u>STATE FUNDED PROJECTS</u> (only) <u>APPENDIX A</u> (Labor Market Goals)

	<u>ET AREA GOAL</u>	<u>Minority</u>		
<u>Female</u>				
Bridgeport				22.7%
1.4%				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury				10.7%
3.8%				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington	-	-		
Danielson				4.3%
1.8% Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
mompson	Voluntown	Onion	WOOdstock	
Hartford				13.7%
2.1%				
Andover	Ashford	Avon	Barkhamsted	

				October 2019
Belin	Bloomfield	Bolton	Bristol	
Burlington	Canton	Chaplin	Colchester	
Columbia	Coventry	Cromwell	Durham	
East Granby	East Haddam	East Hampton	East Hartford	
East Windsor	Ellington	Enfield	Farmington	
Glastonbury	Granby	Haddam	Hartford	
Harwinton	Hebron	Lebanon	Manchester	
Mansfield	Marlborough	Middlefield	Middletown	
Newington	Plainville	Plymouth	Portland	
Rocky Hill	Simsbury	Somers	South Windsor	
Southington	Stafford	Suffield	Tolland	
Vernon	West Hartford	Wethersfield	Willington	
Winchester	Windham	Windsor	Windsor Locks	
Lower River				4.3%
1.8% Chester	Deep River	Essex	Old Lyme	
Westbrook	Deep Kivel	L9924		
() estoroom				
LABOR MARKE	<u>T AREA GOAL</u>			<u>Minority</u>
<u>Female</u>				
New Haven				17.9%
3.1%				
Bethany	Branford	Cheshire	Clinton	
East Haven	Guilford	Hamden	Killingworth	
Madison	Meriden	New Haven	North Branford	
North Haven	Orange	Wallingford	West Haven	
Woodbridge				
New London				7.4%
3.1%				
Bozrah	Canterbury	East Lyme	Franklin	
Griswold	Groton	Ledyard	Lisbon	
Montville	New London	North Stonington	Norwich	
Old Lyme	Old Saybrook	Plainfield	Preston	
Salem	Sprague	Stonington	Waterford	
Hopkinton	RI – Westerly Rho	ode Island		
Stamford 2.1%				33.2%
Darien	Greenwich	New Canaan	Norwalk	
Stamford	Weston	Westport	Wilton	
Torrington 1.8%				4.3%
Canaan	Colebrook	Cornwall	Goshen	
Hartland	Kent	Litchfield	Morris	
Norfolk	North Canaan	Salisbury	Sharon	
TOTOIR		Builsbui y	Sharon	

Torrington	Warren			October 2019
Waterbury 1.6%				12.4%
Bethlehem Southbury Wolcott	Middlebury Thomaston Woodbury	Naugatuck Waterbury	Prospect Watertown	

Rev. 4/24/2019

EXHIBIT B

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

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

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

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

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
 - B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

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

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

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

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

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

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

EXHIBIT C

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasipublic 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 quasipublic agency, whether in the classified 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 who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

EXHIBIT D

(state wages will be inserted here)

Minimum Rates and Classifications for

ID# 20-9177		Connecticut Department of Labor Wage and Workplace Standards		
Statutes of Conne payments and wil	ecticut, as am I apply only w	ed in the Labor Commissioner under provisions ended, the following are declared to be the p here the contract is advertised for bid within ractor or subcontractor not obligated by agre	revailing rates and 20 days of the dat	welfare
Project State#: unk	174-437	Project Towr FAP#: unk		
Project: Asphal	t Chip			
CLASSIFICATION			Hourly	Benefits
1) Boilermaker			33.79	34% + 8.96
1a) Bricklayer, C Masons	ement Masor	ns, Cement Finishers, Plasterers, Stone	35.72	33.16
2) Carpenters, P	iledrivermen		33.53	25.66
2a) Diver Tender	S		33.53	25.66
3) Divers			41.99	25.66
03a) Millwrights			34.94	26.19
4) Painters: (Br Water, etc.), Spi	-	ction) Brush, Roller, Blasting (Sand,	51.0	21.80
4a) Painters: Br	ush and Rolle	er	34.62	21.80
4d) Painters: Bla	ast and Spray	/	37.62	21.80
4e) Painters: Ta	nks, Tower a	and Swing	36.62	21.80
5) Electrician (T 1,2 V-1,2,7,8,9)		e required: E-1,2 L-5,6 C-5,6 T-1,2 L-	39.62	27.25+3% of gross wage
6) Ironworkers: Concrete Erectio		Reinforcing, Structural, and Precast	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)

----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	31.0	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
12) Group 5: Toxic waste removal (non-mechanical systems)	32.75	20.84
13) Group 6: Blasters	32.5	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	18.0	20.84
Group 9: Hydraulic Drills	29.3	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
13b) Brakemen, Trackmen	32.01	20.84 + a
CLEANING, CONCRETE AND CAULKING TUNNEL		
14) Concrete Workers, Form Movers, and Strippers	32.01	20.84 + a
15) Form Erectors	32.34	20.84 + a

43.62

32.06

Project: Asphalt Chip Seal ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.01	20.84 + a
17) Laborers Topside, Cage Tenders, Bellman	31.9	20.84 + a
18) Miners	32.98	20.84 + a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
18a) Blaster	39.47	20.84 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.27	20.84 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.29	20.84 + a
21) Mucking Machine Operator	40.06	20.84 + a
TRUCK DRIVERS(*see note below)		
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
POWER EQUIPMENT OPERATORS		

Project: Asphalt Chip Seal		
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	38.87	24.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	38.87	24.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	38.2	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
Group 13: Compressor Battery Operator.	34.58	24.80 + a

Project: Asphalt Chip Seal		
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		
LINE CONSTRUCTION(Railroad Construction and Maintenance)		
20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
LINE CONSTRUCTION		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	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

Project: Asphalt Chip Seal

Welders: Rate for craft to which welding is incidental.

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

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:

Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
 Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

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

Project: Asphalt Chip Seal

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

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

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

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

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

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

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

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

Elevator Constructors: Mechanics

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

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Information Bulletin Occupational Classifications

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

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

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

<u>ASBESTOS WORKERS</u>

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.

• <u>BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS,</u> <u>PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO</u> <u>WORKERS, TILE SETTERS</u>

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

• <u>CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR</u> <u>LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS</u>

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

• LABORER, CLEANING

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

DELIVERY PERSONNEL

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

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

• <u>ELECTRICIANS</u>

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

• ELEVATOR CONSTRUCTORS

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

• FORK LIFT OPERATOR

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

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

• <u>GLAZIERS</u>

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.

• <u>PAINTERS</u>

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*.

• <u>POWER EQUIPMENT OPERATORS</u>

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.

<u>ROOFERS</u>

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.)

• <u>SHEETMETAL WORKERS</u>

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

• SPRINKLER FITTERS

Installation, alteration, maintenance and repair of fire protection sprinkler systems. **License required per Connecticut General Statutes: F-1,2,3,4.*

• TILE MARBLE AND TERRAZZO FINISHERS

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

• TRUCK DRIVERS

~How to pay truck drivers delivering asphalt is under <u>REVISION~</u>

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **License required, drivers only, per Connecticut General Statutes.*

For example:

• Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

• Hauling material off site is not covered provided they are not dumping it at a location outlined above.

• Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

 Any questions regarding the proper classification should be directed to: Public Contract Compliance Unit Wage and Workplace Standards Division Connecticut Department of Labor 200 Folly Brook Blvd, Wethersfield, CT 06109 (860) 263-6543.



You are here: DOL Web Site N Wage and Workplace Issues N 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 mechanic, 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: <u>www.ctdol.state.ct.us</u>. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace

Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Workplace Laws

Published by the Connecticut Department of Labor, Project Management Office

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

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

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

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS. **Sec. 31-53b.** Construction safety and health course. Proof of completion required for employees on public building projects. Enforcement. Regulations. (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any employee required to complete a construction safety and health course required under subsection (a) of this section who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2007, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, "Public building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

Connecticut depart wage and workplace st	
CONTRACTORS WAGE CEI	RTIFICATION FORM
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Street and City	
the wages as listed in the schedule of prevailing rates rattached hereto).	required for such project (a copy of which is
Signed	
Signed	
Subscribed and sworn to before me this	day of, 2004.
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Return to:	Notary Public
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