

**19PSX0261- Bituminous Concrete Materials and Bridge Deck Membrane  
Waterproofing (Complete in Place)**

**Contract Usage Instructions**

This is a multiple award contract. The Client Agency shall select the town that the work is to be performed and enter the project requirements into the “bituminous tool.” The bituminous tool is uploaded under the Common Documents section in BizNet. The bituminous tool will generate the available Contractor(s) and associated pricing.

The Client Agency shall issue a purchase order to the lowest cost Contractor based on the results generated using the bituminous tool.

**Bituminous Mill and Fill**

Five (5) Contractors have been awarded the Bituminous Mill and Fill portion of the Contract as indicated in Exhibit B3- Price Schedule. Please follow the steps below prior to issuing a purchase order.

1. Determine the DOT Section that the mill and fill will be performed in. Please refer to Attachment 2- DOT Maintenance Section Map for geographic limits.
2. Review Exhibit B3 to determine which Contractor(s) bid the desired DOT Section and obtain a quote or estimate from all Contractors based on the project requirements.
3. A purchase order is issued to the lowest cost Contractor.

CONTRACT AWARD  
SP-38 - Rev. 11/14/19  
Prev. Rev. 10/23/19

Daniel Dion  
Contract Specialist

860-713-5168  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

19PSX0261

Contract Award Date:

20 March 2020

Bid Due Date:

30 January 2020

## CONTRACT AWARD

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

### DESCRIPTION:

#### Bituminous Concrete Materials and Bridge Deck Membrane Waterproofing (Complete In Place)

FOR:  
Department of Transportation, All Using State Agencies,  
Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:  
March 20, 2020 through February 28, 2021

AGENCY REQUISITION NUMBER: 0000147212

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$44,647,058.72 EST	\$8,117,647.04 EST	\$16,235,294.08 EST	\$69,000,000.00 EST

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**DISCLAIMER OF VALUE:** The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Alcaide, Inc.**

Company Address: **150 Laurel Hill Road, Brookfield, CT 06804**

Contact Person: **Erik Maher**

Company/Contact Person Email Address: [erik@ajpaving.com](mailto:erik@ajpaving.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site: [www.ajpaving.com](http://www.ajpaving.com)

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Tel. No.: **(203)775-1385**

Delivery: **As stated in Exhibit A**

Contract Value: **\$4,058,823.52 EST**

Agrees to Supply Political SubDivisions: **Yes**

Company Name: **All States Asphalt, Inc.**

Company Address: **325 Amherst Road, Sunderland, MA 01375**

Contact Person: **Alan L. Chicoine**

Company/Contact Person Email Address: [achicoine@asmg.com](mailto:achicoine@asmg.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site: [www.asmg.com](http://www.asmg.com)

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Tel. No.: **(413)665-7021**

Delivery: **As stated in Exhibit A**

Contract Value: **\$4,058,823.52 EST**

Agrees to Supply Political SubDivisions: **Yes**

Company Name: **American Industries, Inc.**  
Company Address: **630 Plainfield Road, Jewett City, CT 06351**  
Contact Person: **Elizabeth Yonts**  
Company/Contact Person Email Address: [eyonts@americanind.net](mailto:eyonts@americanind.net)  
Contact Person Address: **Same as above**  
Remittance Address: **Same as above**  
Company Web Site: [www.americanind.net](http://www.americanind.net)  
Certification Type (SBE, MBE or None): **None**  
Prompt Payment Terms: **0% 00 Net 45**

Tel. No.: **(860)376-2537**

Delivery: **As stated in Exhibit A**  
Contract Value: **\$4,058,823.52 EST**  
Agrees to Supply Political SubDivisions: **Yes**

Company Name: **B & W Paving & Landscaping, LLC**  
Company Address: **70 Foster Road, Waterford, CT 06385**  
Contact Person: **James Wray**  
Company/Contact Person Email Address: [jim@bandwpaving.com](mailto:jim@bandwpaving.com)  
Contact Person Address: **Same as above**  
Remittance Address: **Same as above**  
Company Web Site: [www.bandwpaving.com](http://www.bandwpaving.com)  
Certification Type (SBE, MBE or None): **None**  
Prompt Payment Terms: **0% 00 Net 45**

Tel. No.: **(860)572-9942**

Delivery: **As stated in Exhibit A**  
Contract Value: **\$4,058,823.52 EST**  
Agrees to Supply Political SubDivisions: **Yes**

Company Name: **Blythe Construction Inc**  
Company Address: **2911 N Graham Street, Charlotte, NC 28206**  
Contact Person: **Lee Bradley**  
Company/Contact Person Email Address: [lee.bradley@blytheconstruction.com](mailto:lee.bradley@blytheconstruction.com)  
Contact Person Address: **Same as above**  
Remittance Address: **Same as above**  
Company Web Site: [www.blytheconstruction.com](http://www.blytheconstruction.com)  
Certification Type (SBE, MBE or None): **None**  
Prompt Payment Terms: **0% 00 Net 45**

Tel. No.: **(704)375-8474**

Delivery: **As stated in Exhibit A**  
Contract Value: **\$4,058,823.52 EST**  
Agrees to Supply Political SubDivisions: **Yes**

Company Name: **Charles Pasteryak Jr., Inc.**  
Company Address: **20 North Burnham Highway, Lisbon, CT 06351**  
Contact Person: **Carl Pasteryak**  
Company/Contact Person Email Address: [cpasteryak@att.net](mailto:cpasteryak@att.net)  
Contact Person Address: **Same as above**  
Remittance Address: **Same as above**  
Company Web Site:  
Certification Type (SBE, MBE or None): **SBE**  
Prompt Payment Terms: **0% 00 Net 25**

Tel. No.: **(860)376-4951**

Delivery: **As stated in Exhibit A**  
Contract Value: **\$4,058,823.52 EST**  
Agrees to Supply Political SubDivisions: **Yes**

Company Name: **Empire Paving, Inc.**  
Company Address: **30 Bernhard Road, North Haven, CT 06473**  
Contact Person: **Earl W. Tucker, III**  
Company/Contact Person Email Address: [earl@empirepaving.com](mailto:earl@empirepaving.com)  
Contact Person Address: **Same as above**  
Remittance Address: **Same as above**  
Company Web Site: [www.empirepaving.com](http://www.empirepaving.com)  
Certification Type (SBE, MBE or None): **None**  
Prompt Payment Terms: **0% 00 Net 45**

Tel. No.: **(203)752-0002**

Delivery: **As stated in Exhibit A**  
Contract Value: **\$4,058,823.52 EST**  
Agrees to Supply Political SubDivisions: **Yes**

Company Name: **Galasso Materials, LLC**

Company Address: **60 South Main Street, East Granby, CT 06026**

Contact Person: **Craig Timpson**

Tel. No.: **(860)653-2524**

Company/Contact Person Email Address: [ctimpson@galassomaterials.com](mailto:ctimpson@galassomaterials.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site:

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **None**

Contract Value: **\$4,058,823.52 EST**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

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Company Name: **Hain Materials Corp.**

Company Address: **249 Windham Center Road, PO Box 245, Windham, CT 06280-0245**

Contact Person: **Patrick Carey**

Tel. No.: **(860)423-9691**

Company/Contact Person Email Address: [pcarey@hainmaterials.com](mailto:pcarey@hainmaterials.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site:

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **None**

Contract Value: **\$4,058,823.52 EST**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

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Company Name: **J.H. Lynch & Sons, Inc.**

Company Address: **50 Lynch Place, Cumberland, RI 02864**

Contact Person: **Stephen P. Lynch Jr.**

Tel. No.: **(401) 333-4300**

Company/Contact Person Email Address: [sales@jhlynch.com](mailto:sales@jhlynch.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site: [www.jhlynch.com](http://www.jhlynch.com)

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **None**

Contract Value: **\$4,058,823.52 EST**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

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Company Name: **Laydon Industries, LLC**

Company Address: **51 Longhini Lane, New Haven, CT 06519**

Contact Person: **Kristy Laydon**

Tel. No.: **(203) 562-7283**

Company/Contact Person Email Address: [info@laydonindustries.com](mailto:info@laydonindustries.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site: [www.laydonindustries.com](http://www.laydonindustries.com)

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **None**

Contract Value: **\$4,058,823.52 EST**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

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Company Name: **O & G Industries, Inc.**

Company Address: **112 Wall Street, Torrington, CT 06790-5464**

Contact Person: **Holly Hunt**

Tel. No.: **(860)626-6439**

Company/Contact Person Email Address: [hollyhunt@ogind.com](mailto:hollyhunt@ogind.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site: [www.ogind.com](http://www.ogind.com)

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **None**

Contract Value: **\$4,058,823.52 EST**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

Company Name: **Palmer Paving Corporation**

Company Address: **25 Blanchard Street, Palmer, MA 01069**

Contact Person: **Fred Hugli**

Tel. No.: **(413) 283-8354**

Company/Contact Person Email Address: [fhugli@palmerpaving.com](mailto:fhugli@palmerpaving.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site:

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **None**

Contract Value: **\$4,058,823.52 EST**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

Company Name: **Rafferty Fine Grading, Inc.**

Company Address: **57 South Road, Enfield, CT 06082**

Contact Person: **Rhonda Rafferty**

Tel. No.: **(860)763-0100**

Company/Contact Person Email Address: [rhonda@raffertyfinegrading.com](mailto:rhonda@raffertyfinegrading.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site: [www.raffertyfinegrading.com](http://www.raffertyfinegrading.com)

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **MBE**

Contract Value: **\$4,058,823.52 EST**

Prompt Payment Terms: **0% 00 Net 25**

Agrees to Supply Political SubDivisions: **Yes**

Company Name: **The Grasso Companies, LLC**

Company Address: **485 Pepper Street, Monroe, CT 06468**

Contact Person: **Ralph Vavala**

Tel. No.: **(203)838-0123**

Company/Contact Person Email Address: [rv@grassoconstruction.com](mailto:rv@grassoconstruction.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site: [www.grassoconstruction.com](http://www.grassoconstruction.com)

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **None**

Contract Value: **\$4,058,823.52 EST**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

Company Name: **Tilcon Connecticut Inc.**

Company Address: **301 Hartford Avenue, Newington, CT 06111**

Contact Person: **Richard H. Birge**

Tel. No.: **(860)224-6011**

Company/Contact Person Email Address: [rbirge@tilcon-inc.com](mailto:rbirge@tilcon-inc.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site: [www.tilconct.com](http://www.tilconct.com)

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **None**

Contract Value: **\$4,058,823.52 EST**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

Company Name: **Waters Construction Co., Inc.**

Company Address: **300 Bostwick Avenue, Bridgeport, CT 06605-2436**

Contact Person: **Mario Smith**

Tel. No.: **(203)334-6888**

Company/Contact Person Email Address: [msmith@watersconst.com](mailto:msmith@watersconst.com)

Contact Person Address: **Same as above**

Remittance Address: **Same as above**

Company Web Site: [www.watersconst.com](http://www.watersconst.com)

Delivery: **As stated in Exhibit A**

Certification Type (SBE, MBE or None): **None**  
Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **\$4,058,823.52 EST**  
Agrees to Supply Political SubDivisions: **Yes**

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The signature below by the DAS Commissioner is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: \_\_\_\_\_  
(Original Signature on Document in Procurement Files)

Name: **JOSH GEBALLE**

Title: Commissioner

Date:

# **CONTRACT #19PSX0261**

Between

## **THE STATE OF CONNECTICUT**

Acting by its

### **DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

Alcaide, Inc., All States Asphalt, Inc., American Industries, Inc., B & W Paving & Landscaping, LLC, Blythe Construction Inc, Charles Pasteryak Jr., Inc., Empire Paving, Inc., Galasso Materials, LLC, Hain Materials Corp., J.H. Lynch & Sons, Inc., Laydon Industries, LLC, O & G Industries, Inc., Palmer Paving Corporation, Rafferty Fine Grading, Inc., The Grasso Companies, LLC, Tilcon Connecticut Inc. and Waters Construction Co., Inc.

Awarded Contractor

**BITUMINOUS CONCRETE MATERIALS AND BRIDGE DECK  
MEMBRANE WATERPROOFING (COMPLETE-IN-PLACE)**

# Contract # 19PSX0261

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Josh Geballe, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Bid: A submittal in response to an Invitation to Bid.
  - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
  - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
  - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A 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.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

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2. Term of Contract; Contract Extension. The Contract will be in effect from the effective date through February 28, 2021.  
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
  - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
  - (b) Payment Terms and Billing:
    - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
    - (2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
  - (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
  - (d) Price Adjustments:

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the

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requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

### 5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the

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State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice,

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undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. **Cost Modifications.** The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

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11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
  - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
  - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.
14. Purchase Orders.
  - (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
  - (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

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- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

**15. Indemnification.**

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of



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the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

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**20. Delivery.**

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. **Goods Inspection.** The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. **Emergency Standby for Goods and/or Services.** If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. **Setoff.** In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other

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agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
  - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
  - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
  - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
  - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft,

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- forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
  - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
  - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
  - (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
  - (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
  - (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
  - (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
  - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
  - (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
  - (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
  - (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
  - (q) they owe no unemployment compensation contributions;

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- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
  - (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
  - (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
  - (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
  - (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
  - (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
  - (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
  - (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
  - (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
  - (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
  - (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
  - (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

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- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after

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becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

32. 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, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

(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.

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- (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, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(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 of 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] ensure 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 of 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



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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

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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.

### 34. 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

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- (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.
35. 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.
36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103

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Attention: Daniel Dion

If to the Contractor:

At the address set forth on Form SP-38.

37. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- (a) **Owner's and Contractor's Protective Liability:** The Contractor shall purchase Owner's and Contractor's Protective Liability Insurance for and in the name of the State of Connecticut. This insurance will provide a total limit of one million dollars (\$1,000,000.00) per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of two million dollars (\$2,000,000.00) for all damages arising out of bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
- (b) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (c) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) **Railroad Protective Liability:** When the Contract involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by the contractor and/or its subcontractor(s), the Contractor shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State (v) any other party with an

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insurable interest. If such insurance is required, the Contractor shall obtain and submit evidence of the minimum coverage indicated above to the State prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

(f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) **Reserved**

38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

41. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those

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provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

**43. 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.
- (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 will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) 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 Contract, or (ii) the expiration or earlier termination of this Contract, 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.
- (f) 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.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**44. Background Checks.** The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

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45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
- (c) Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide DAS with any additional reports as DAS may request from time to time within ten (10) days following receipt of DAS' written request. Timely submission of these reports is a material requirement of the Contract. All Title and propriety rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, DAS shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this section.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. 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. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("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

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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, especially including the Bid, the Records and the specifications, 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 said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, 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. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

### 50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

### 51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.



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52. 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.
53. 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.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Reserved.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) 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," attached as Exhibit C.
58. Reserved.
59. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

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- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

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Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Reserved.

## EXHIBIT A

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

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

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

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

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

The Standards are located at the below link:

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

**3. Definitions:**

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

**4. Contractor Notification:**

The Client Agency shall attempt to contact the Contractor for a period of two (2) consecutive days or forty-eight (48) hours (whichever is longer) if the Contractor is deemed to be the lowest qualified Contractor for a particular project. Saturday and Sunday will be excluded from the notice period. If the Contractor cannot be reached or does not respond within the notice period, the Client Agency may, among other remedies, enforce Section 13 of the Contract.

**5. Client Agency Notification:**

Contractor shall notify Client Agency’s District Maintenance personnel and Client Agency’s central Materials Testing of its proposed work schedules. Notifications must be made on or before 3:00

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p.m. on the day prior to the start of work and must include the following: the actual time the work is to begin; the plant location where the material is drawn from, and whether or not storage bins will be used for overnight storage.

**6. Start of Work:**

The Contractor shall start each project within ten (10) business days after the start date that is ordered by the Client Agency at the preconstruction meeting. If the Contractor cannot meet the start date ordered at the preconstruction meeting, Client Agency may, at its discretion, among other remedies, enforce in Section 13 of the Contract.

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

**7. Minimum Wage Rates:**

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

**8. Wage Regulations:**

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

Contractor shall comply with the provisions of CGS §31-55a, which states the following: "Each Contractor that is awarded a Contract on or after October 1, 2002, for (1) construction of a state highway or bridge that falls under the provisions of section 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 shall contact the Labor Commissioner on or before 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

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necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee effective each July 1<sup>st</sup>.”

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

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

Definition of such work periods are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**e. Restricted Time Period:**

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

**Payment Example:**

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

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

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

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

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

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

**10. Equipment Regulations:**

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

**11. Motor Carrier Administrative Review:**

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

In order for ConnDMV to conduct this review, Contractors must provide DAS with their Connecticut Tax registration number and their U.S. DOT number with their bid response where specified in Exhibit B, Price Schedule . If you do not include the numbers in Exhibit B and then fail to provide it subsequently when and as asked, your submittal will be rejected.

Further information about the Administrative Review process may be obtained from ConnDMV at: <https://portal.ct.gov/DMV/Commercial-Vehicle-Safety/Commercial-Vehicle-Safety/Motor-Carriers-Applying-for-State-Contracts>

**12. Equipment Inspections:**

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

**13. Transportation:**

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

**14. Tolls:**

Contractor shall be responsible for payment of all applicable tolls.

**15. Connecticut Registration Requirements:**

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

**16. Equipment Exceptions:**

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

**17. Safety Equipment:**

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

**18. Material Specifications:**

Contractor shall test, haul and place material, including any other related services, in accordance with Section 4.06 of Attachment 1- Bituminous Concrete Standards and the Standards including all supplements, revisions and other applicable standards as stated in 2. Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, of this Exhibit A.

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



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

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

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

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

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

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

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

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

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

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

Client Agency does not guarantee that any particular amount of bituminous concrete material will be required during the Contract term. Contractor shall provide quantities of material on purchase orders issued in accordance with Exhibit B1, Price Schedule. Contractor shall be responsible for and capable of installing in place tonnage in accordance with Contract price and from plants on Contractor's list of suppliers in Exhibit B2, Price Schedule. Prices will not be accepted that provide less than one thousand five hundred (1,500) tons per eight (8) hour continuous paving operation within the travel way of a limited access highway, and one thousand (1,000) tons per eight (8) hour

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continuous paving operation on all other projects. These minimum tonnage requirements apply only to surface course pavements of two (2) inches or more. Ramps, shoulders and adjustments to the paving operation that are directed by Engineer are excluded.

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

If Contractor cannot provide the required tonnage per day in accordance with Exhibit B, Price Schedule, the Client Agency may, among other remedies, enforce Section 13 of the Contract.

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

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

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

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

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

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

**22. Handwork and Curbing:**

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

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

#### **Adjustments:**

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

#### **23. Milling Machine:**

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

The milling machine must be provided with an operator. The Client Agency shall pay for required milling machine services for a minimum of four (4) hours. The Client Agency shall not pay for transportation to and from the project site. If a milling machine is specified for a project but pricing is not available on Exhibit B, Price Schedule from that particular Contractor, the Client Agency shall

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

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issue work to the next Contractor with the next lowest price. The Client Agency District Maintenance personnel shall schedule the use of the milling machine. Schedule details must be discussed at the pre-construction meeting held prior to the start of paving work.

#### **24. Material Transfer Vehicle:**

A MTV must be used in accordance with the Section 4.06 and M.04 of the Standards when placing a bituminous concrete surface course as indicated in the Contract or as determined by Client Agency Engineer.

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

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

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

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

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

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

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

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

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

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

The Client Agency shall not allow priming or waterproofing in wet weather or when the temperature of the air or concrete surface is below thirty-five (35) degrees Fahrenheit, without written authorization from the Engineer. Unless otherwise directed by the Engineer, construction joints above those at the footings of abutments, wing walls and retaining walls must be made impervious to water by the application of membrane waterproofing on the unexposed surface for a distance of eighteen (18) inches on each side of the joint.

1. **Primer:** Beginning at the curb line of the surface to be waterproofed, the primer must be applied in one (1) coat at a rate recommended by the manufacturer, but not less than one-twentieth

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(1/20) of a gallon per square yard, without allowing the primer to pond. Ponding of the primer requires a longer cure time. The primer drying time shall be in accordance with manufacturers', recommendations at seventy-seven (77) degrees Fahrenheit and fifty-five (55) percent relative humidity. Higher temperatures may require less drying time.

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

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

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

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

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

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

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

The entire membrane must be free of wrinkles, air bubbles, or other defects. In the event bubbles or blisters form under the membrane, they must be punctured with a sharp pointed instrument and the membrane pressed firmly into contact with the deck by the Contractor. All tears, holes, misaligned or inadequately lapped seams must be repaired with a patch of membrane extending three (3) inches beyond the damaged area. The Contractor shall repair intentionally punched holes with a two (2) inch lap.

The Contractor shall take precaution to prevent damage to the finished membrane caused by the work crew and equipment. Any damage that occurs must be repaired by patching. Patches

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must extend at least twelve (12) inches beyond the outer-most damaged portion, and the second ply must extend at least three (3) inches beyond the first.

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

3. Drains:

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

4. Method of Measurement:

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

5. Basis of Payment:

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

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

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

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

**30. Geographical Limits:**

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

**31. Environmental Compliance:**

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

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orders to Contractor until such noncompliance has been cured.

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

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

Prior to the work beginning, the Client Agency shall determine, at its sole discretion, whether the Client Agency or the Contractor shall perform traffic control, including providing the required number of Trafficpersons (as defined in Section 33 below). If the Client Agency determines that the Contractor is responsible for traffic control, the Contractor shall (i) assume all responsibility for traffic control, (ii) adhere to all Client Agency traffic control policies and procedures, and (iii) comply with Connecticut General Statute Sections 13a-23, Sec. 13a-24, Sec. 13a-33, and Sec. 13b-24. The Contractor shall supply, erect, maintain, move and remove all signs, sign supports, barricades, traffic cones, traffic delineators and any, but not limited to, other material that may be necessary to set up the various traffic control patterns as set forth in the provisions of Attachment 3-Work Zone Traffic Control Operations (Rev. Date 5/18/18). In addition, Contractor shall furnish the required number of Trafficpersons throughout the Term of this Contract.

Only planned detours with appropriate notification to the appropriate parties and approved by the Client Agency will be allowed.

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

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

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

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

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

The Contractor shall be paid for Traffic Control for Mill and Fill Complete-In- Place as indicated in Exhibit B3, Price Schedule, under "Work Zone Traffic Control". The unit price must include the Contractor's costs to supply, erect, maintain, move and remove any necessary lighting that may be required to illuminate the work area including the illumination of any signing operations. In addition, Contractor shall hire and schedule the Connecticut State Police Officers as set forth in the below described minimum number of Trafficpersons requirements.

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

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

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

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

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

**Construction Method:** The Contractor shall inform the Client Agency of its scheduled operations for the following week and the number of Trafficpersons it proposes to use for those operations. The Client Agency shall review the proposal and, if it is acceptable, approve the type and number of Trafficpersons to be used.

If the Contractor changes or cancels any scheduled operation without prior notice of same as may be required by the Client Agency providing the Trafficpersons, the Contractor shall be responsible for payment, at no cost to the Client Agency, of any show-up cost charged by said Client Agency for affected Trafficpersons who would have been used if not for the pertinent change or cancellation. The Client Agency may approve exceptions for adverse weather conditions and unforeseeable causes beyond the control, and not involving the fault or negligence, of the Contractor.

The Contractor shall not direct Trafficpersons assigned to a work site. Trafficpersons must only take direction from the Client Agency. When Connecticut State Police Officers are requested, the Contractor must notify the Client Agency of the upcoming operations as well as complete a Request Form and Cancellation Form for State Police Traffic Control Services, DPS-691-C3 (Attachment 4-DESPP Request and Cancellation Form). The Client Agency shall review the Contractor's upcoming schedule and the completed DPS-691-C3 and will fax or email it to DESPP Overtime Office between



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normal business hours from 8:00 a.m. to 2:00 p.m., Monday-Friday (except State scheduled holidays):

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

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

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

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

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

Trafficpersons consist of the following types:

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

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

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

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

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

**Method of Measurement:** The following will not be measured for payment: Travel time for Uniformed Municipal Police Officers or Uniformed Flaggers, mileage fees associated with Trafficperson services, and safety garments and STOP/SLOW paddles. The Client Agency shall consider the prices listed in Exhibit B Price Schedule, for traffic control including the minimum number of traffic control personnel in determining the lowest cost Contractor for a project. The pricing for Trafficpersons must be adhered to throughout the term of Contract. The number and type of traffic control personnel to be used by Contractor when furnishing traffic control remains at the discretion of the Client Agency and may be modified by the Client Agency at any time. Except for Connecticut State Police Officers, if the Client Agency requires additional traffic control personnel, the Contractor shall be paid at the rate of seventy-five dollars (\$75.00) per hour for each additional Uniformed Flagger and ninety-five dollars (\$95.00) per hour for each Municipal Officer. The cost for such additional Traffic Control Personnel will not be a factor used in determining the lowest cost Contractor for a project. The Client Agency district personnel shall determine the amount and type of any additional Traffic Control Personnel needed at the pre-construction meeting.

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

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

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

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

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

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

**Construction Methods:** During the pre-construction meeting, the Client Agency and Contractor shall determine if a TMA is required and who will furnish, operate and relocate each TMA(s). Each TMA must be utilized and maintained according to the Traffic Control Pattern described in the special provisions for Maintenance and Protection of Traffic included in the Standards and Attachment 3-Work Zone Traffic Control Operations (Rev. Date 5/18/18). The Contractor shall maintain each Contractor provided TMA in a fully operable condition at all times. Any TMA that is not fully functional will not be permitted at the project site.

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

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

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

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

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

#### **Materials:**

Materials for this work must consist of the following:

- HMA S0.5, or an equivalent PMA must meet the requirements set forth in Section 4.06 of the Standards and Attachment 1- Bituminous Concrete Standards. All HMA, or PMA, must be Traffic Level 2 unless indicated otherwise by the Client Agency.
- Tack coat must meet the material requirements set forth in Section 4.06 of the Standards and Attachment 1- Bituminous Concrete Standards.

#### **Construction Methods:**

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

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

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

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

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

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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 shall be permitted to use a lesser equipped milling machine with a minimum milling width of at least eighteen (18) inches and approved by the Client Agency.

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

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

- Demarcating: The Client Agency representative shall mark out areas for repair and determine the appropriate milling depth of two (2) inches. Any area to be repaired must completely encompass the entire distressed pavement area and extend at least three (3) feet beyond into the surrounding pavement wherever possible or as indicated by the Client Agency representative.
- Milling: The Contractor shall mill marked out areas to specified depths.
- Sweeping, Cleaning and Drying: Milled surfaces must be swept clean and allowed to dry. Any moisture in or on the milled areas must be allowed to evaporate or removed with the assistance of the hot air lance. When the milled area is dry to the satisfaction of the Engineer, it must be blown clean of any residual dust or debris using compressed air.
- Applying Tack Coat: The Contractor shall apply tack coat to the entire clean and dry milled area, including the sides/walls of the area to be patched, and in accordance with the Section 4.06 and M.04 of the Standards and Attachment 1- Bituminous Concrete Standards.
- Placing Material: After the tack coat has had sufficient time to cure or break, the Contractor shall apply HMA S0.5 or equivalent PMA and compact the material to the requirements above

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and in the Standards, Section 4.06. The Contractor shall confirm the surface elevation of the finished repair matches the elevation of the surrounding pavement surface to within one-quarter (1/4) inch using the ten (10) foot straightedge.

The Contractor shall confirm all placed bituminous material is uniform in appearance, smooth, dense and without segregation. All transverse and longitudinal surface joints including joints abutting to existing pavement must be sealed with a rubberized joint seal material in accordance with ASTM D6690 - Type 2 as specified in the Standards and Attachment 1- Bituminous Concrete Standards.

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

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

“Movements”: To transport equipment from one work area to another by truck.

“Relocation”: To relocate equipment from one work area to another using its own power.

“Skip”: To skip from one work are to another using its own power.

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

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

All distances will be measured from the closest work location.

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

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

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

<b><u>DISTANCE</u></b>	<b><u>PRICE</u></b>
Under 500'	\$No Payment

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501' to 2640'	\$50.00
2641' to 5280'	\$75.00

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

**CALL BEFORE YOU DIG ("CBYD"):**

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

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

**Method of Measurement:**

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

**Basis of Payment:**

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

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Bituminous Concrete ( <b>delivered material only</b> ) HMA S0.5	(t) ton
Bituminous Concrete ( <b>delivered material only</b> ) PMA S0.5	(t) ton
Mill and Fill (Complete-In-Place)	(s.y.) square yard

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Movement, Relocation, or Skip (MRS) (501' - 2640')	(ea.) each
Movement, Relocation, or Skip (MRS) (2641' - 5280')	(ea.) each
Work Zone Traffic Control Patterns	Additional per square yard (s.y.), Two Lane/Expressway
Each Trafficperson – Uniformed Flagger	(hr.) Hour
Each Trafficperson – Municipal Police Officer	(hr.) Hour
Truck Mounted or Trailer Mounted Attenuator (TMA)	Additional per square yard (s.y.)
Night Hours	Additional per square yard (s.y.), Two Lane/Expressway
Saturday	Additional per square yard (s.y.), Two Lane/Expressway
Sunday	Additional per square yard (s.y.), Two Lane/Expressway

**36. Payment Bond**

Payment Bond: Contractor shall provide (i) a single Payment Bond in the amount of one hundred percent (100%) of each Purchase Order issued, or (ii) a single blanket Payment Bond in the minimum amount of five million dollars (\$5,000,000.00) within five (5) business days, upon written request of the Client Agency.

If the Contractor fails to submit a Payment Bond in a form satisfactory to the Client Agency within five (5) business days, such failure may result in a vendor performance report or a breach of the Contract or both, as determined by DAS. In such an event, the Client Agency may, among other remedies, issue a Purchase Order to the next lowest contractor responsive to the Client Agency's Payment Bond request.

The Client Agency may waive the Payment Bond for Contractors that (i) manufacture and supply their own material and (ii) do not purchase materials or services required for Performance of this Contract from any third party source or subcontractor. Contractor shall provide documentation evidencing the foregoing with each project bid when requesting a waiver of the Payment Bond.

Payment Bonds must meet the following requirements:



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

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1. Corporation: The Payment Bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The Payment Bond must be executed by all the partners and indicate such partners are "Doing Business As (name of firm)".
3. Individual: The Payment Bond must be signed by the individual owning the business and indicated as the "Owner".
4. The surety company executing the Payment Bond must be licensed to do business in the State of Connecticut, or the Payment Bond must be countersigned by a company so licensed.
5. The Payment Bond must be signed by an official of the surety company and the corporate seal must be affixed over his or her signature.
6. Signature of two (2) witnesses for both principal and the surety must appear on the Payment Bond.
7. A power of attorney for the official executing the Payment Bond for the surety company must be submitted with the Payment Bond, unless such power of attorney has previously been filed with the Client Agency.

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

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

**37. Notices:**

Notice address for ConnDOT as the Client Agency:

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

**38. Invoices and Payments:**

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

**EXHIBIT A**

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All invoices must include:

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

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

State of Connecticut  
Department of Transportation  
Bureau of Finance and Administration  
Attn: Accounts Payable  
2800 Berlin Turnpike  
Newington, CT 06111

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

**39. Additional Terms and Conditions:**

**(a) Set Aside Participation**

Partial Set Aside:

It is the intention of the state to award 8% of this contract to only Connecticut Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) certified by the State of Connecticut's Department of Administrative Services/Supplier Diversity Program, pursuant to Connecticut General Statute 4a-60g. SBE and MBE Contractors are required to be certified at the time of the bid opening and are requested to provide a copy of their company's current certification certificate with their bid.

The Small Business Enterprises (SBE) requirement for the Contract is 8%; meaning that Contractor shall set aside 8% of the total purchase order value of all work performed to SBEs certified by DAS/Supplier Diversity Program for each purchase order initiated under the Contract, before any adjustments for material and/or density deficiencies.

The Contractor shall submit to the Client Agency any certifications from its subcontractors as proof that its subcontractors hold the proper SBE certification.

## EXHIBIT A

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

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The cost of material will not be used to satisfy any of the 8% SBE obligations. Contractor may claim SBE credit for hauling (transporting) material if the hauling services are provided by a SBE. If approved in writing by the Client Agency Bureau Chief of Highway Operations, work may be accepted under a particular purchase order with a set aside of less than 8% provided that Contractor makes up the balance on a future purchase order. The Client Agency shall maintain records of the set aside credits.

If a Contractor intends to use asphalt supplied toward the set aside requirement, the Contractor shall request letters from its asphalt producers showing the amount of liquid asphalt purchased from SBEs and used for each job pursuant to the purchase order issued under the Contract.

Prior to the start of work, the Contractor shall request confirmation that any and all SBEs that the Contractor will be using during the term of Contract are acceptable to Client Agency. The Contractor shall submit such requests to the applicable Client Agency District Maintenance Director, along with a copy of all SBE certification letters for each SBE subcontractor that the Contractor plans to use in a particular district for the paving season. Should the Contractor need to obtain additional SBE subcontractors or make changes to the approved subcontractors during the course of the Contract, the Contractor shall request Client Agency approval by making such request at the next pre-construction meeting and providing the Client Agency District Maintenance Director with a copy of the corresponding SBE certification for the proposed subcontractor(s). Any approvals granted will be for the term of the Contract. The Client Agency shall communicate any approval in writing in the form of a report of the pre-construction meeting where the Client Agency approval took place or by letter to the Contractor. The Contractor shall certify the actual dollar amount paid to each approved SBE and submit this certification to the Client Agency District Maintenance Director administering the purchase order within thirty (30) days after the completion of work.

If the Contractor is unable to achieve the 8% SBE set-aside requirement, the Contractor shall submit written documentation to the Client Agency Bureau Chief of Highway Operations indicating the good faith efforts that were made to satisfy the 8% requirement. A determination of good faith efforts shall be made by said Client Agency Bureau Chief, in concurrence with the Client Agency Manager of the Division of Contract Compliance.

The Contractor's documentation of good faith efforts shall include, but not be limited to, the following:

- (1) A detailed statement of all efforts made to identify SBE contractor opportunities under the Contract.
- (2) A detailed statement including documentation of all efforts made to hire SBE subcontractors for the work required under Contract, including the names, addresses and telephone numbers of each SBE contacted; the dates of each contact and a description of the information provided to each SBE regarding the scope of services, anticipated work schedule the SBE would perform and the nature of the response from the SBEs contacted.

## EXHIBIT A

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

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- (3) A detailed statement of the reasons why the Contractor did not accept any subcontract quotation from an SBE.
- (4) Documents showing contact with the Client Agency requesting assistance in satisfying the 8% Contract requirement.
- (5) Documents showing other efforts made by the Contractor to meet the 8% SBE requirement.

If the Contractor fails to comply with the 8% SBE requirement or fails to prove, to the satisfaction of the Client Agency Bureau Chief of Highway Operations, in consultation with the Client Agency Manager of Contract Compliance, that good faith efforts were made then such failure may constitute a breach of the Contract and may result in the Contractor being disqualified from any further work under the Contract or future awards and/ or cancellation of the Contract. No action will be taken by the Client Agency when the Contractor adequately documents and substantiates its good faith efforts to meet the 8% SBE requirement, to the satisfaction of the Client Agency Bureau Chief of Highway Operations, in consultation with the Client Agency Manager of Contract Compliance.

Nothing herein is intended to relieve Contractor or subcontractor from compliance with all applicable Federal and State laws, regulations or provisions concerning equal employment opportunity/equal opportunity, affirmative action, nondiscrimination and related subjects, during the term of Contract.

Further information about the Supplier Diversity Program can be found at the following link:  
<https://portal.ct.gov/DAS/Services/For-Agencies-and-Municipalities/Procurement/Supplier-Diversity>

#### **(b) Contract Separately/Additional Savings Opportunities**

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

#### **(c) Mandatory Extension to State Entities**

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

#### **(d) P-Card (Purchasing MasterCard Credit Card)**

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

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard

## EXHIBIT A

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

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purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

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

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

#### **(e) Subcontractors**

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). Contractor shall promptly provide a performance evaluation of any subcontractor to DAS upon request.

Contractor shall provide the majority of services described in this Exhibit A.

#### **(f) Prevailing Wages**

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a): The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

- (1) Facility Admittance

## EXHIBIT A

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

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- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
1. Name
  2. Date of Birth
  3. Social Security Number
  4. Driver's License Number
  5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

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

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

## EXHIBIT A

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

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- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

(3) Rules Concerning Department of Correction Facilities

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

(A) Restricted Areas

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

(B) Inmates

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

(C) Vehicle Control

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

(D) Contraband

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

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

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any

## EXHIBIT A

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

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questions regarding such matters with the Facility supervisor immediately upon those questions arising.

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

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

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

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

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.



**EXHIBIT A**

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

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2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
  2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.



## 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](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

Project: Bituminous Concrete Materials And Bridge Deck Membrane Waterproofing

**Minimum Rates and Classifications  
for Heavy/Highway Construction**

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

ID#: H 26750

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 19PSX0261

Project Town: Statewide

FAP Number:

State Number:

Project: Bituminous Concrete Materials And Bridge Deck Membrane Waterproofing

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	34.72	32.15
2) Carpenters, Piledrivermen	33.53	25.66
2a) Diver Tenders	33.53	25.66

**As of:** Friday, November 29, 2019

## Project: Bituminous Concrete Materials And Bridge Deck Membrane Waterproofing

3) Divers	41.99	25.66
03a) Millwrights	34.04	26.09
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	51.00	21.80
4a) Painters: Brush and Roller	34.62	21.80
4b) Painters: Spray Only	36.62	21.80
4c) Painters: Steel Only	35.62	21.80
4d) Painters: Blast and Spray	37.62	21.80

*As of:* Friday, November 29, 2019

Project: Bituminous Concrete Materials And Bridge Deck Membrane Waterproofing

4e) Painters: Tanks, Tower and Swing	36.62	21.80
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.00	27.67+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	43.62	32.06
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.75	20.84
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.00	20.84

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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	32.50	20.84
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.75	20.84
Group 8: Traffic control signalmen	18.00	20.84
Group 9: Hydraulic Drills	29.30	18.90

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----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
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13b) Brakemen, Trackmen	32.01	20.84 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	32.01	20.84 + a
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15) Form Erectors	32.34	20.84 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL  
IN FREE AIR:----



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16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.01	20.84 + a
17) Laborers Topside, Cage Tenders, Bellman	31.90	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

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21) Mucking Machine Operator	40.06	20.84 + a
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----TRUCK DRIVERS----(\*see note below)

Two axle trucks	29.51	24.52 + a
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Three axle trucks; two axle ready mix	29.62	24.52 + a
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Three axle ready mix	29.67	24.52 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.72	24.52 + a
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Four axle ready-mix	29.77	24.52 + a
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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----		
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

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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	38.87	24.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	38.87	24.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	38.20	24.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	37.79	24.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	37.34	24.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	35.24	24.80 + a

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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	35.24	24.80 + a
Group 12: Wellpoint Operator.	35.18	24.80 + a
Group 13: Compressor Battery Operator.	34.58	24.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	33.41	24.80 + a
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

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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	34.26	24.80 + a
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\*\*NOTE: SEE BELOW

---LINE CONSTRUCTION---(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.50	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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## ---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **\*\*See Laborers Group 5 and 7\*\***



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*Welders: Rate for craft to which welding is incidental.*

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

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

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

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

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

***3) Cranes (under 100 ton rated capacity)***

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

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

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

*~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~*

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

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

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*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

## **SECTION M.04 - BITUMINOUS CONCRETE MATERIALS**

This Special Provision Section M.04 supersedes and replaces in its entirety the M.04 in the FORM 817 with the following:

### **M.04.01—Bituminous Concrete Materials and Facilities**

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

### **M.04.03—Production Requirements**

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

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

**1. Coarse Aggregate:** All coarse aggregate shall meet the requirements listed in M.01.

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

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

#### **4. Performance Graded (PG) Asphalt Binder:**

##### **(a) General:**

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

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

##### **(c) Standard Performance Grade (PG) Binder:**

- i. Standard PG binder shall be defined as “Neat.” Neat PG binders shall be free from modification with: fillers, extenders, reinforcing agents, adhesion promoters, thermoplastic polymers, acid modification and other additives such as re-refined motor oil, and shall indicate such information on each bill of lading and Certified Test Report.
- ii. The standard asphalt binder shall be PG 64S-22.

**(d) Modified Performance Grade (PG) Binder:** The modified asphalt binder shall be Performance Grade PG 64E-22 asphalt modified solely with a Styrene-Butadiene-Styrene (SBS) polymer. The polymer modifier shall be added at either the refinery or terminal and delivered to the bituminous concrete production facility as homogenous blend. The stability of the modified

binder shall be verified in accordance with ASTM D7173 using the Dynamic Shear Rheometer (DSR). The DSR  $G^*/\sin(\delta)$  results from the top and bottom sections of the ASTM D7173 test shall not differ by more than 10%. The results of ASTM D7173 shall be included on the Certified Test Report. The binder shall meet the requirements of AASHTO M 332 (including Appendix X1) and AASHTO R 29.

**(e) Warm Mix Additive or Technology:**

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

**5. Emulsified Asphalts:**

**(a) General:**

- i. The emulsified asphalt shall meet the requirements of AASHTO M 140(M) or AASHTO M 208 as applicable.
- ii. The emulsified asphalts shall be free of contaminants such as fuel oils and other solvents.
- iii. The blending at mixing Plants of emulsified asphalts from different suppliers is prohibited.

**(b) Basis of Approval:**

- i. The request for approval of the source of supply shall list the location where the material is manufactured, the handling and storage methods, and certifications in accordance with AASHTO R 77. Only suppliers that have an approved "Quality Control Plan for Emulsified Asphalt" formatted in accordance with AASHTO R 77 and that submit monthly split samples per grade to the Engineer may supply emulsified asphalt to Department projects.
- ii. Each shipment of emulsified asphalt delivered to the Project site shall be accompanied with the corresponding Certified Test Report listing Saybolt viscosity, residue by evaporation, penetration of residue, and weight per gallon at 77°F and Material Certificate.
- iii. Anionic emulsified asphalts shall meet the requirements of AASHTO M-140. Materials used for tack coat shall not be diluted and meet grade RS-1 or RS-1h. When ambient temperatures are 80°F and rising, grade SS-1 or SS-1h may be substituted if permitted by the Engineer.
- iv. Cationic emulsified asphalt shall meet the requirements of AASHTO M-208. Materials used for tack coat shall not be diluted and meet grade CRS-1. The settlement and demulsibility test will not be performed unless deemed necessary by the Engineer. When ambient temperatures are 80°F and rising, grade CSS-1 or CSS-1h may be substituted if permitted by the Engineer.

**6. Reclaimed Asphalt Pavement (RAP):**

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

**(b) Basis of Approval:** The RAP material will be accepted on the basis of one of the following criteria:

- i. When the source of all RAP material is from pavements previously constructed on Department projects, the Contractor shall provide a Materials Certificate listing the

detailed locations and lengths of those pavements and that the RAP is only from those locations listed.

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

**7. Crushed Recycled Container Glass (CRCG):**

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

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

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

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

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

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

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

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

**10. Plant Requirements:**

**(a) General:** The Plant producing bituminous concrete shall comply with AASHTO M 156.

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

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

\*Not to exceed HMA limits

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

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

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

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

For batch Plants, the Plant ticket shall be produced for each bath and maintained by the vendor for a period of 3 years after the completion of the Project. In addition, an asterisk (\*) shall be automatically printed next to any individual batch weight(s) exceeding the following tolerances:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **1. Curb Mix:**

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

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

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

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

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

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

Mix	Curb Mix	Production Tolerances from JMF Target
<b>Grade of PG Binder content %</b>	<b>PG 64S-22 6.5 - 9.0</b>	<b>0.4</b>
<b>Sieve Size</b>		
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		
<b>Additionally, the fraction of material retained between any 2 consecutive sieves shall not be less than 4%.</b>		
<b>Mixture Temperature</b>		
<b>Binder</b>	325°F maximum	
<b>Aggregate</b>	280-350°F	
<b>Mixtures</b>	265-325°F	
<b>Mixture Properties</b>		
<b>Air Voids (VA) %</b>	0 – 4.0 (a)	
<b>Notes:</b> (a) Compaction Parameter 50 gyrations ( $N_{des}$ ) (b) The percent passing the No. 200 sieve shall not exceed the percentage of bituminous asphalt binder.		

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

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

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

All bituminous concrete mixes shall be tested for stripping susceptibility by performing the TSR test procedure in accordance with AASHTO T 283(M) at a minimum every 36 months. The compacted specimens may be fabricated at the Plant and then tested at an AMRL accredited facility. A minimum of 45000 grams of laboratory or plant blended mixture and the corresponding complete Form MAT-412s shall be submitted to the Division of Material Testing (DMT) for design TSR testing verification. The mixture submitted shall be representative of the corresponding mix design as determined by the Engineer.

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

- RAP amounts up to 15% may be used with no binder grade modification.
- RAP amounts up to 20% may be used provided a new JMF is approved by the Engineer. The JMF submittal shall include the grade of virgin binder added. The JMF



shall be accompanied by a blending chart and supporting test results in accordance with AASHTO M 323 Appendix X1, or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.

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

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

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

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

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

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

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

	<b>S0.25</b>		<b>S0.375</b>		<b>S0.5</b>		<b>S1</b>	
Sieve	Control Points		Control Points		Control Points		Control Points	
inches	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)
2.0	-	-	-	-	-	-	-	-
1.5	-	-	-	-	-	-	100	-
1.0	-	-	-	-	-	-	90	100
3/4	-	-	-	-	100	-	-	90
1/2	100	-	100	-	90	100	-	-
3/8	97	100	90	100	-	90	-	-
No. 4	72	90	-	72	-	-	-	-
No. 8	32	67	32	67	28	58	19	45
No. 16	-	-	-	-	-	-	-	-
No. 30	-	-	-	-	-	-	-	-
No. 50	-	-	-	-	-	-	-	-
No. 100	-	-	-	-	-	-	-	-
No. 200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0
VMA (%)	16.5 ± 1		16.0 ± 1		15.0 ± 1		13.0 ± 1	
VA (%)	4.0 ± 1		4.0 ± 1		4.0 ± 1		4.0 ± 1	
Gse	JMF value		JMF value		JMF value		JMF value	
Gmm	JMF ± 0.030		JMF ± 0.030		JMF ± 0.030		JMF ± 0.030	
Dust / effective binder	0.6 - 1.2		0.6 - 1.2		0.6 - 1.2		0.6 - 1.2	
TSR	≥ 80%		≥ 80%		≥ 80%		≥ 80%	
T-283 Stripping	Minimal as determined by the Engineer							

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

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

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

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

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

Mix status is defined as:

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

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

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

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

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

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

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

Witnessing or verifying by the Department of compliant test results will change the mix’s status to “A”

The differences between the Department’s test results and the Contractor’s must be within the “C” tolerances included in the [Department’s QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures](#) in order to be verified.

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

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

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

Notes:

(1) 95/90 denotes that a minimum of 95% of the coarse aggregate, by mass, shall have one fractured face and that a minimum of 90% shall have two fractured faces.

(2) Criteria presented as maximum Percent by mass of flat and elongated particles of materials retained on the No. 4 sieve, determined at 5:1 ratio.

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

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

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

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

**M.04.03—Production Requirements:**

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

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

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

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

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

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

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

Control personnel and their duties.

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

## **2. Acceptance Requirements:**

### **(a) General:**

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

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

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

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

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

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

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

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

<b>Protocol</b>	<b>Reference</b>	<b>Description</b>
<b>1</b>	<b>AASHTO T 30(M)</b>	Mechanical Analysis of Extracted Aggregate
<b>2</b>	<b>AASHTO T 168</b>	Sampling of Bituminous Concrete
<b>3</b>	<b>AASHTO T 308</b>	Binder Content by Ignition Oven Method (adjusted for aggregate correction factor)
<b>4</b>	<b>AASHTO T 209(M)<sup>(2)</sup></b>	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
<b>5</b>	<b>AASHTO T 312<sup>(2)</sup></b>	<sup>(1)</sup> Superpave Gyrotory Molds Compacted to N <sub>des</sub>
<b>6</b>	<b>AASHTO T 329</b>	Moisture Content of Hot-Mix Asphalt (HMA) by Oven Method

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

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

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

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

Production Sub Lot:

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

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

    - completion of the course;
    - a Job Mix Formula revision due to changes in:
      - o cold feed percentages over 5%,
      - o target combined gradation over 5%,
      - o target binder over 0.15%,

- any component specific gravity; or
- a lot spanning 30 calendar days.

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

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

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

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

The payment adjustment will be calculated as described in 4.06.

**TABLE M.04.03-2:  
Superpave Acceptance Testing Frequency per Type/Level/Plant for Non-PWL Lots**

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



The following test procedures shall be used for acceptance:

**TABLE M.04.03-3: Superpave Acceptance Testing Procedures**

Protocol	Procedure	Description
1	AASHTO T 168	Sampling of bituminous concrete
2	AASHTO R 47	Reducing samples to testing size
3	AASHTO T 308	Binder content by ignition oven method (adjusted for aggregate correction factor)
4	AASHTO T 30(M)	Gradation of extracted aggregate for bituminous concrete mixture
5	AASHTO T 312	<sup>(1)</sup> Superpave gyratory molds compacted to $N_{des}$
6	AASHTO T 166	<sup>(2)</sup> Bulk specific gravity of bituminous concrete
7	AASHTO R 35	<sup>(2)</sup> 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:** <sup>(1)</sup> One (1) set equals 2 each of 6-inch molds. Molds to be compacted to  $N_{max}$  for PPTs and to  $N_{des}$  for production testing. The first sub lot of the year shall be compacted to  $N_{max}$ .
- <sup>(2)</sup> Average value of 1 set of 6-inch molds.

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

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

i. Determination of Off-Test Status:

1. Superpave mixes shall be considered “*off test*” when any control point sieve, binder content, VA, VMA, and Gmm value is outside of the limits specified in Table M.04.03-4 or the target binder content at the Plant is below the minimum binder content stated in Table M.04.02-5. Note that further testing of samples or portions of samples not initially tested for this purpose cannot be used to change the status.
2. Any time the bituminous concrete mixture is considered off-test:
  - A. The Contractor shall notify the Engineer when the Plant is “*off test*” for any mix design that is delivered to the Project in any production day. When multiple silos are located at 1 site, mixture supplied to 1 project is considered as coming from 1 source for the purpose of applying the “*off test*” determination.
  - B. The Contractor must take immediate actions to correct the deficiency, minimize “*off*

*test*” production to the Project, and obtain an additional Process Control (PC) test after any corrective action to verify production is in conformance with the specifications. A PC test will not be used for acceptance and is solely for the use of the Contractor in its quality control process.

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

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

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

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

iii. JMF revisions:

JMF revisions are only permitted prior to or after a production shift. A JMF revision is effective from the time it was submitted and is not retroactive to the previous test(s).

JMF revisions shall be justified by a documented trend of test results.

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

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

**TABLE M.04.03-4: Superpave Mixture Production Requirements**

	<b>S0.25</b>		<b>S0.375</b>		<b>S0.5</b>		<b>S1</b>		Tolerances
Sieve	Control Points		Control Points		Control Points		Control Points		From JMF Targets <sup>(2)</sup>
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 <sup>(3)</sup>
VMA (%)	16.5		16.0		15.0		13.0		1.0 <sup>(4)</sup>
VA (%)	4.0		4.0		4.0		4.0		1.0 <sup>(5)</sup>
Gmm	JMF value		JMF value		JMF value		JMF value		0.030
Mix Temp. – HMA <sup>(6)</sup>	265-325°F <sup>(1)</sup>		265-325°F <sup>(1)</sup>		265-325°F <sup>(1)</sup>		265-325°F <sup>(1)</sup>		
Mix Temp. – PMA <sup>(6)</sup>	285-335°F <sup>(1)</sup>		285-335°F <sup>(1)</sup>		285-335°F <sup>(1)</sup>		285-335°F <sup>(1)</sup>		
Prod. TSR	N/A		N/A		≥80%		N/A		
T-283 Stripping	N/A		N/A		Minimal TBD by the Engineer		N/A		

**Notes:** <sup>(1)</sup> 300°F minimum after October 15.

<sup>(2)</sup> JMF tolerances shall be defined as the limits for production compliance.

<sup>(3)</sup> 0.4 for PWL lots

<sup>(4)</sup> 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

<sup>(5)</sup> 1.2 for PWL lots

<sup>(6)</sup> Also applies to placement

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

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

## **ITEM #0406999A - ASPHALT ADJUSTMENT COST**

**Description:** The Asphalt Adjustment Cost will be based on the variance in price for the performance-graded binder component of hot mix asphalt (HMA), Polymer Modified Asphalt (PMA), and Ultra-Thin Bonded Hot-Mix Asphalt mixtures completed and accepted during the Contract.

**The Asphalt Price is available on the Department of Transportation website at:**  
<http://www.ct.gov/dot/asphaltadjustment>

### **Construction Methods:**

An asphalt adjustment will be applied only if all of the following conditions are met: I.

For HMA and PMA mixtures:

- a. The HMA or PMA mixture for which the adjustment would be applied is listed as a Contract item with a pay unit of tons.
- b. ***The total quantity for all HMA and PMA mixtures in the Contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or the Project duration is greater than 6 months.***
- c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.

II. For Ultra-Thin Bonded HMA mixtures:

- a. The Ultra-Thin Bonded HMA mixture for which the adjustment would be applied is listed as a Contract item.
- b. The total quantity for Ultra-Thin Bonded HMA mixture in the Contract exceeds:
  - i. 800 tons if the Ultra-Thin Bonded HMA item has a pay unit of tons.
  - ii. 30,000 square yards if the Ultra-Thin Bonded HMA item has a pay unit of square yards.

Note: The quantity of Ultra-Thin Bonded HMA measured in tons shall be determined from the material documentation requirements set forth in the Ultra-Thin Bonded HMA item Special Provision.

- c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
- d. No Asphalt Adjustment Cost will be applied to the liquid emulsion that is specified as part of the Ultra-Thin Bonded HMA mixture system.

III. Regardless of the binder used in all HMA or PMA mixtures, the Asphalt Adjustment Cost will be based on PG 64-22.

The Connecticut Department of Transportation (CTDOT) will post on its website, the average per ton selling price (asphalt price) of the performance-graded binder. The average is based on the high and low selling price published in the most recent available issue of the **Asphalt Weekly Monitor®** furnished by Poten & Partners, Inc. under the “East Coast Market – New England, New Haven, Connecticut area,” F.O.B. manufacturer’s terminal.

The selling price furnished from the Asphalt Weekly Monitor ® is based on United States dollars per standard ton (US\$/ST). **Method of Measurement:**

$$\text{Formula: HMA} \times [\text{PG}\%/100] \times [(\text{Period Price} - \text{Base Price})] = \$ \underline{\hspace{2cm}}$$

where

- **HMA:**
  1. For HMA, PMA, and Ultra-Thin Bonded HMA mixtures with pay units of tons: The quantity in tons of accepted HMA, PMA, or Ultra-Thin Bonded HMA mixture measured and accepted for payment.
  2. For Ultra-Thin Bonded HMA mixtures with pay units of square yards: The quantity of Ultra-Thin Bonded HMA mixture delivered, placed, and accepted for payment, calculated in tons as documented according to the Material Documentation provision (Construction Methods, paragraph G) of the Ultra-Thin Bonded HMA Special Provision.
- **Asphalt Base Price:** The asphalt price posted on the CTDOT website 28 days before the actual bid opening posted.
- **Asphalt Period Price:** The asphalt price posted on the CTDOT website during the period the HMA or PMA mixture was placed.
- **PG%:** Performance-Graded Binder percentage
  1. For HMA or PMA mixes:
    - PG% = 4.5 for HMA S1 and PMA S1
    - PG% = 5.0 for HMA S0.5 and PMA S0.5
    - PG% = 6.0 for HMA S0.375, PMA S0.375, HMA S0.25 and PMA S0.25
  2. For Ultra-Thin Bonded HMA mixes:
 

PG% = Design % PGB (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to the tenth place (e.g. 5.1%)

The asphalt adjustment cost shall not be considered as a changed condition in the Contract as result of this provision since all bidders are notified before submission of bids.

**Basis of Payment:** The "Asphalt Adjustment Cost" will be calculated using the formula indicated above. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.

The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this item will be considered the bid price although the adjustment will be made as described above. The estimated cost figure 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 cost figure will be used to determine the amount of the bid for the Contract.

Pay Item	Pay Unit
Asphalt Adjustment Cost	est.

**STATE OF CONNECTICUT**  
**Regulation of Environmental Protection**  
**Section 22a-174-20 of the Regulations of Connecticut**

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**(k) Restrictions on VOC emissions from cutback and emulsified asphalt.**

(1) Definitions. For the purposes of this subsection:

- (A) "Asphalt" means a dark brown or black solid, liquid or semisolid cementitious material composed primarily of bitumens that occur in nature or are obtained as residue in refining petroleum.
- (B) "Cutback asphalt" means asphalt that has been liquefied by blending with a diluent of petroleum solvents or any other diluent that contains VOC.
- (C) "Emulsified asphalt" means an emulsion of asphalt and water that contains a small amount of an emulsifying agent; it is a heterogeneous system containing two normally immiscible phases (asphalt and water) in which the water forms the continuous phase of the emulsion, and minute globules of asphalt form the discontinuous phase.

(2) Applicability.

This subsection shall apply to any person who, on or after May 1, 2009, stores, uses, solicits the use of, or applies asphalt for road paving, road maintenance or road repair.

(3) Standards.

- (A) Except with prior written approval of the Commissioner and the Administrator as provided in subdivision (4) of this subsection, during the period from May 1 through September 30 of any calendar year, no person shall use or apply:
  - (i) Cutback asphalt; or
  - (ii) Emulsified asphalt, unless:
    - (I) The asphalt, as applied, was formulated to contain not greater than 0.1% VOC by weight, or
    - (II) The asphalt, as applied, produces not greater than 6.0 milliliter of oil distillate by distillation as tested by ASTM Method D 244 or AASHTO Method T 59.
- (B) Any person who stores asphalt during the period of time from October 1 through April 30, may continue to store such asphalt during May 1 through September 30.

**STATE OF CONNECTICUT**  
**Regulation of Environmental Protection**  
**Section 22a-174-20 of the Regulations of Connecticut**

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(4) Exceptions.

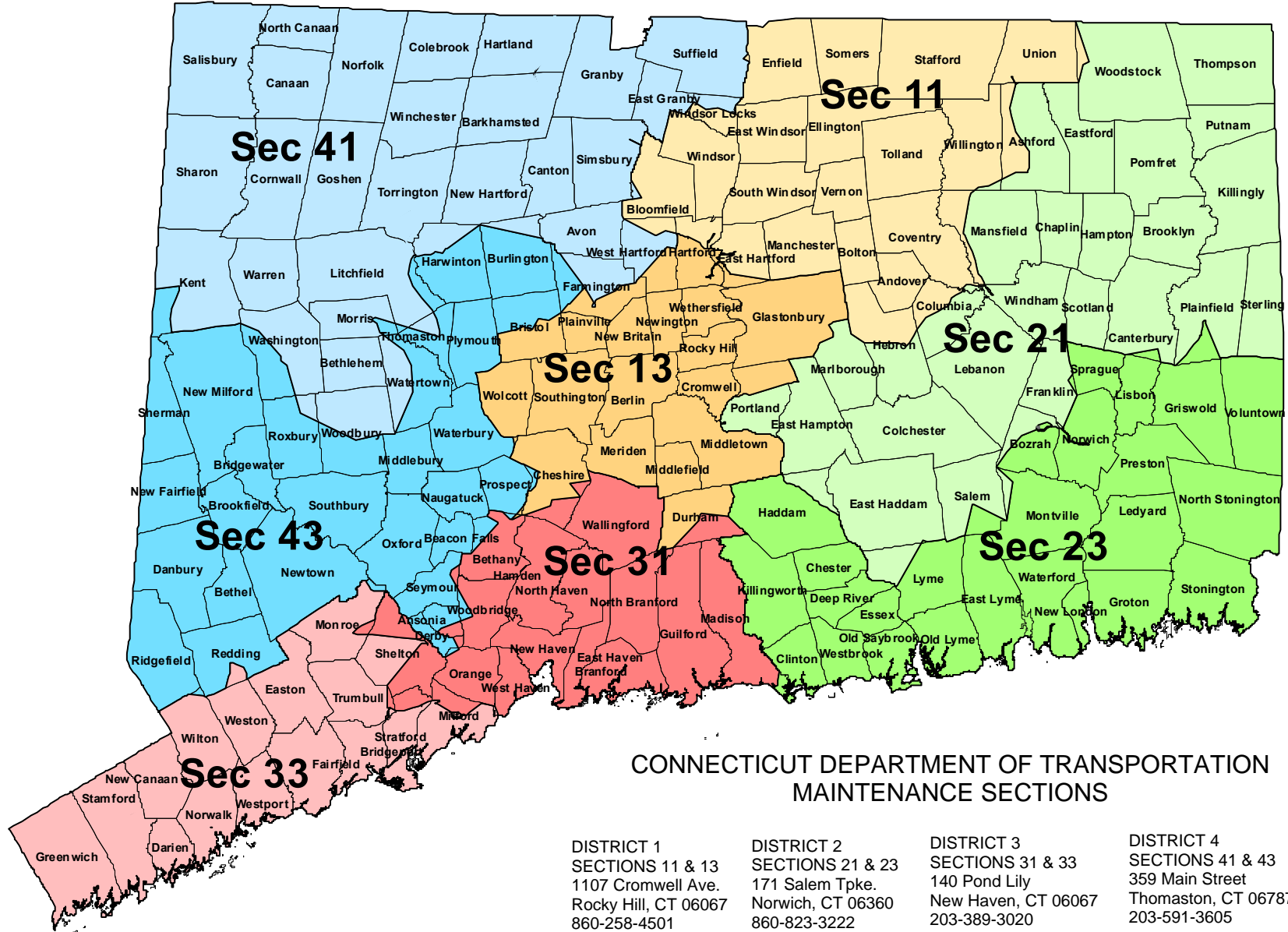
- (A) The use or application of cutback asphalt or emulsified asphalt that does not comply with subdivision (3) of this subsection may be allowed upon obtaining approval from the Commissioner and the Administrator.
- (B) Any request for an approval under this subdivision shall be made in writing to the Commissioner and the Administrator and shall include, at a minimum, the following information:
  - (i) The scope of the activity,
  - (ii) An assessment of alternative materials and procedures,
  - (iii) Quantification of the amount of VOC that would be emitted as a result of such activity,
  - (iv) The dates during which the activity will occur, and
  - (v) A demonstration that it is necessary for the activity to occur during the period commencing on May 1 and ending after September 30.

(5) Recordkeeping.

- (A) Any person subject to this subsection shall:
  - (i) Maintain records of test, formulation, and usage data, and any other information necessary for the Commissioner to determine compliance with the requirements of this subsection,
  - (ii) Maintain all records required pursuant to this subsection in a readily accessible location in Connecticut for a minimum of five (5) years, and
  - (iii) Provide records made pursuant to this subsection to the Commissioner not later than thirty (30) days after a request to provide such records.
- (B) Any person who has obtained approval for a non-complying use pursuant to subdivision (4) of this subsection shall maintain copies of the request, all supporting materials and the written approval of the Commissioner.



Attachment 2- DOT Maintenance Sections Map



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
MAINTENANCE SECTIONS

DISTRICT 1 SECTIONS 11 & 13 1107 Cromwell Ave. Rocky Hill, CT 06067 860-258-4501	DISTRICT 2 SECTIONS 21 & 23 171 Salem Tpke. Norwich, CT 06360 860-823-3222	DISTRICT 3 SECTIONS 31 & 33 140 Pond Lily New Haven, CT 06067 203-389-3020	DISTRICT 4 SECTIONS 41 & 43 359 Main Street Thomaston, CT 06787 203-591-3605
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## **WORK ZONE TRAFFIC CONTROL 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 the safe and 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. 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 so as to command respect from the motorist.

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.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Typical traffic control plans 19 through 25 may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate trafficperson shall be used whenrequired.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

## **PLACEMENT OF SIGNS**

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

## **ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS**

The 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 whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer may require that the traffic control pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

**TABLE I – MINIMUM TAPER LENGTHS**

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

**SECTION 1. WORK ZONE SAFETY MEETINGS**

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of 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. 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 should include:
- Review Project scope of work and time
  - Review pertinent contract plans and requirements related to work zone traffic control operations.
  - Review FORM 817, Section 9.70, Trafficpersons
  - Review FORM 817, Section 9.71, Maintenance and Protection of Traffic
  - Review Contractor's schedule and method of operations.
  - Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
  - Open discussion of work zone questions and issues
  - Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

**SECTION 2. GENERAL**

- 2.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.
- 2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment 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 loss time.
- 2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. 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.

### **SECTION 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 work area, or end of the traffic control pattern, and proceeding back toward the advance warning signs.
- 3.c) Stopping traffic may be allowed:
- As per the contract for such activities as blasting, steel erection, etc.
  - During paving, milling operations, etc. 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 and traffic should not travel across the longitudinal joint or difference in roadway elevation.
  - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) Temporary road closures using Rolling Road Blocks (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:
- RRB may not start prior to the time allowed in the contract Limitations of Operation for sign pattern installation. Sign pattern removal must be complete prior to the time indicated in the Limitations of Operation for restoring the lanes to traffic.
  - On limited access highways with 4 lanes or more, a RRB may not start until the Limitations of Operation Chart allows a 2 lane closure. In areas with good sight lines and full shoulders, opposite side lead signs should be installed in a separate operation.
  - Truck-Mounted Impact Attenuators (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 Truck-Mounted Impact Attenuators TMAs and police vehicles leave the shoulder or on-ramp and accelerate to a normal roadway speeds in each lane, then the vehicles will position themselves side by side and decelerate to the RRB speed on the highway.
  - An additional Truck-Mounted Impact Attenuator TMAs equipped with a Portable Changeable Message Sign shall be utilized to advise the motorists that sign pattern installation / removal is underway. The Pre-Warning Vehicle (PWV) should be initially positioned in the right shoulder ½ mile prior to the RRB operation. If a traffic queue reaches the PWV's initial location, the contractor shall slowly reverse the PWV along the shoulder to position itself prior to the new back of queue. A Pre-Warning Vehicle, as specified elsewhere in the contract, shall be utilized to advise the motorists that sign pattern installation / removal is underway.
  - The RRB duration shall not exceed 15 minutes from start of the traffic block until all lanes are opened as designated in the Limitation of Operation 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 respective construction District.

- RRB should not be utilized 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. Attenuator trucks (and State Police if available) should be used to protect the workers installing the taper in the additional lane.
  - Exceptions to these work procedures may be submitted to the District Office for consideration. A minimum of 2 business days should be allowed for review and approval by the District.
  - The RRB procedures (including any approved exceptions) will be reviewed and discussed by the inspection team and the Contractor 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, the work will proceed as recommended by the Department Trooper. Any unresolved issues will be addressed the following day.
- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.f) 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/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall beuncovered.
- 3.h) On limited access roadways, workers are prohibited from crossing the travel lanes 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 removedseparately.

#### **SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW**

- 4.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).
- 4.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.

- 4.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
- 4.d) The Flashing Arrow board display shall be in the “arrow” mode for lane closure tapers and in the “caution” mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the “caution” mode when it is positioned in the closed lane.
- 4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

#### **SECTION 5. USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)**

- 5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.
- 5.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 should be considered in the decision to utilize the TMAs.
- 5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the “flashing arrow” mode when taking the lane. The sign truck and workers should be immediately 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 Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the “caution” mode when traveling in the closed lane.
- 5.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 flashing arrow board mounted on the TMA should be in the “caution” mode when in the closed lane.
- 5.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 the specification entitled “Type ‘D’ Portable Impact Attenuation System”. 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) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.

#### **SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES**

- 6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps,

and turning roadways and to delineate raised catch basins and other hazards.

- 6.b) 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.
- 6.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- 6.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

### **SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS)**

- 7.a) For lane closures on limited access roadways, one CMS shall be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS shall be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS shall be positioned ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 7.b) CMS should not be installed within 1000 feet of an existing CMS.
- 7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.
- 7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.
- 7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.
- 7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).
- 7.g) The CMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).
- 7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs.
- 7.i) No more than two (2) displays shall be used within any message cycle and the frame time



needs to be 3 seconds per frame.

7.j) The messages that are allowed on the CMS are as follows:

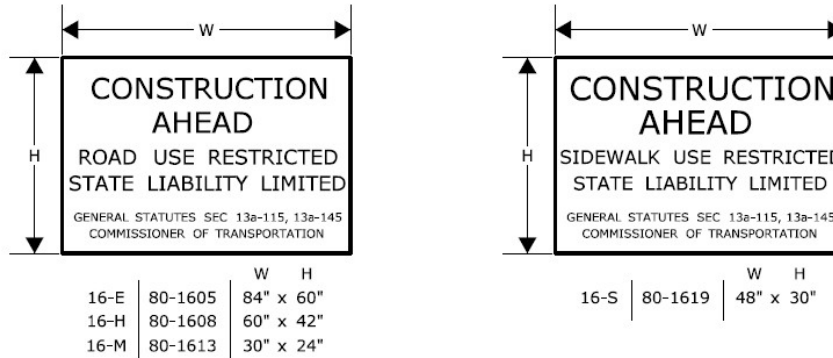
<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>	<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	WORKERS ON ROAD	SLOW DOWN
5	RIGHT LANE CLOSED	MERGE LEFT	13	EXIT XX CLOSED	USE EXIT YY
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	EXIT XX CLOSED USE YY	FOLLOW DETOUR
7	RIGHT LANE CLOSED	REDUCE SPEED	15	2 LANES SHIFT AHEAD	USE CAUTION
8	2 RIGHT LANES CLOSED	REDUCE SPEED	16	3 LANES SHIFT AHEAD	USE CAUTION

For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

**SECTION 8. USE OF STATE POLICE OFFICERS**

- 8.a) State Police may be utilized only on limited access highways and secondary roadways under their primary jurisdiction. One Officer may be used per critical sign pattern. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Likewise in areas with moderate traffic and wide, unobstructed medians, left lane closures can be implemented without State Police presence. Under some situations it may be desirable to have State Police presence, when one is available. Examples of this include: 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.
- 8.b) Once the pattern is in place, the State Police Officer should be positioned in a non-hazardous location in advance of the pattern. If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall be repositioned prior to the backup to give warning to the oncoming motorists. The State Police Officer and TMA should not be in proximity to each other.
- 8.c) Other functions of the State Police Officer(s) may include:
- Assisting entering/exiting construction vehicles within the workarea.
  - Enforcement of speed and other motor vehicle laws within the work area, if specifically requested by the project.
- 8.d) State Police Officers assigned to a work site are to only take direction from ConnDOT.

**SERIES 16 SIGNS**



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

THE LOCATION OF SERIES 16 SIGNS CAN BE FOUND ELSEWHERE IN THE PLANS OR INSTALLED AS DIRECTED BY THE ENGINEER.

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

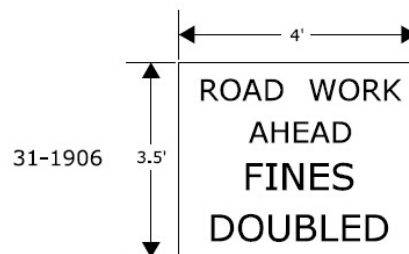
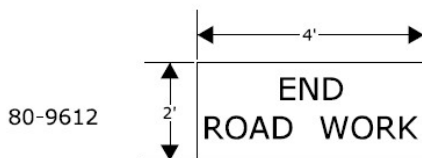
**REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"**

THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHERE THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.

**"END ROAD WORK" SIGN**

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN  
**REQUIRED SIGNS**

### NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED 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. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 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 < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm



SCALE: NONE

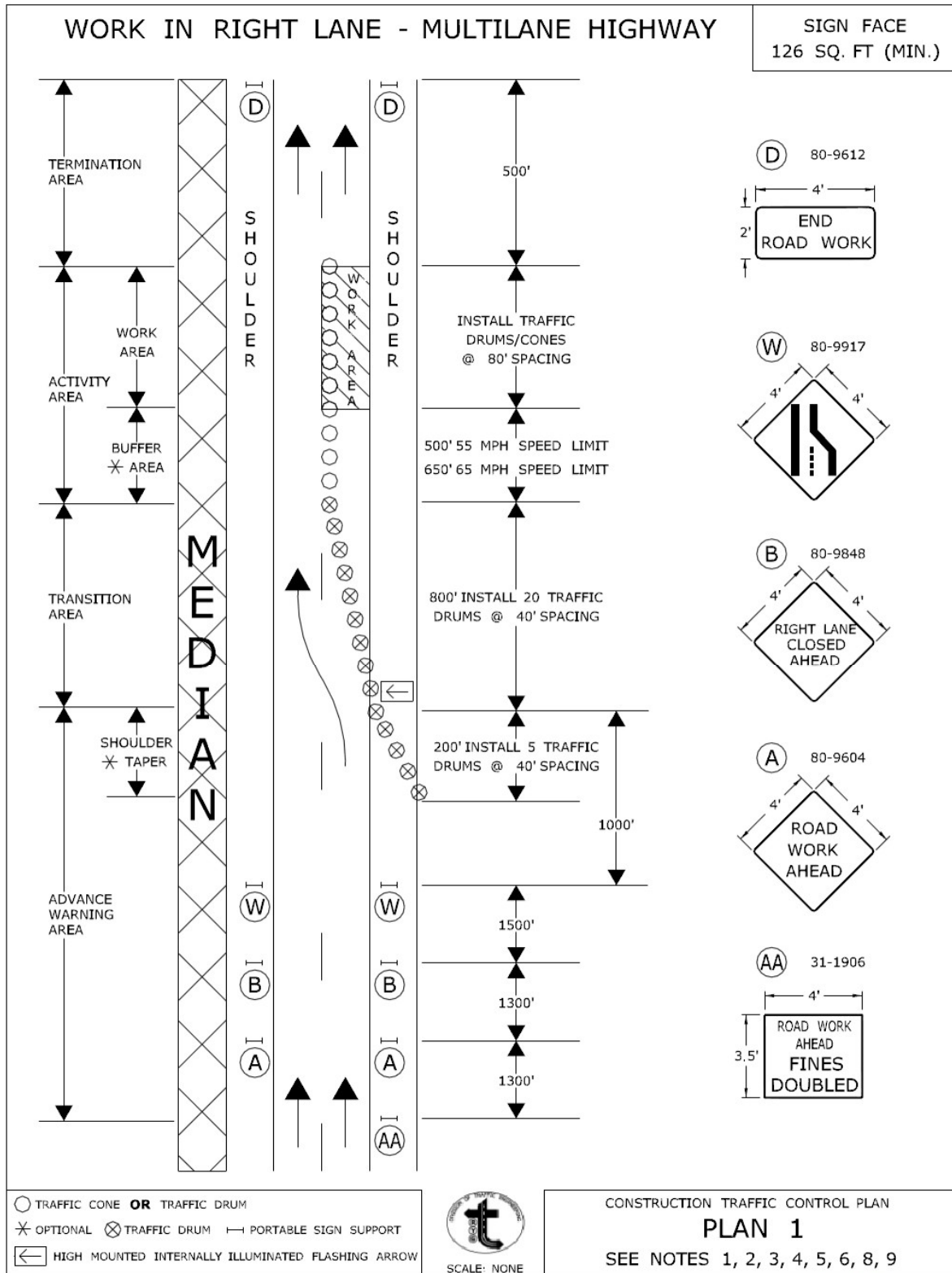
#### CONSTRUCTION TRAFFIC CONTROL PLAN NOTES

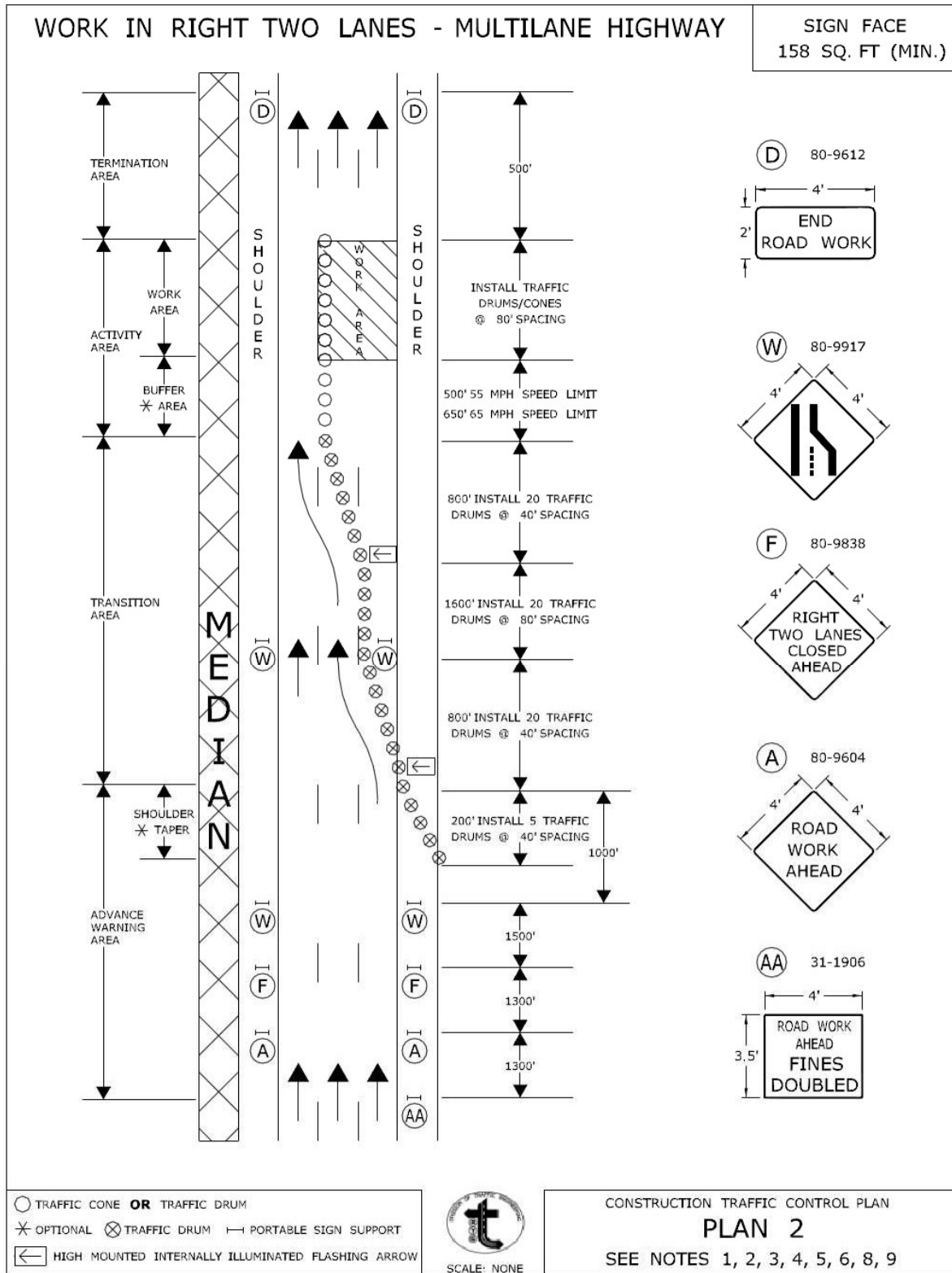
CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

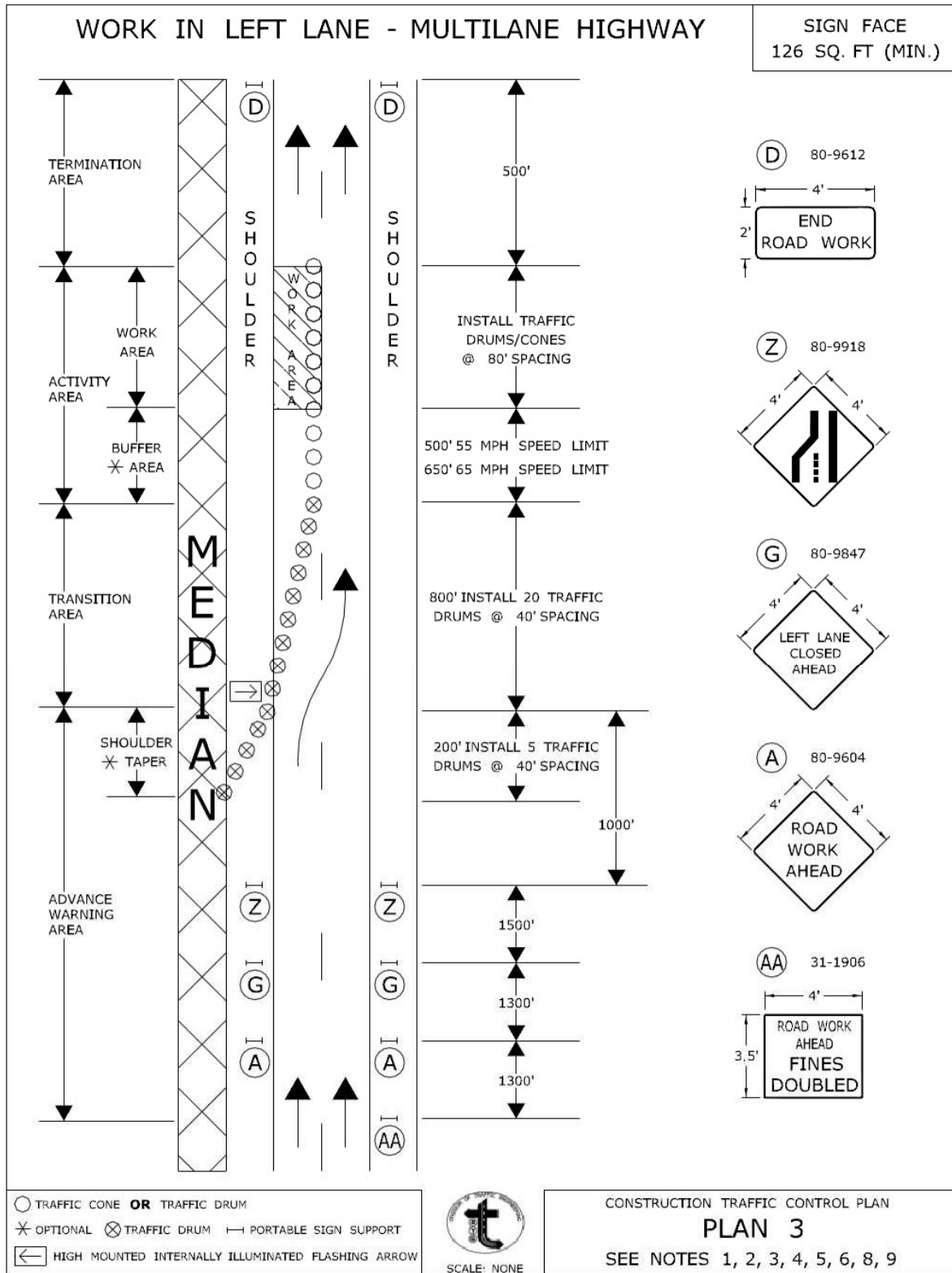
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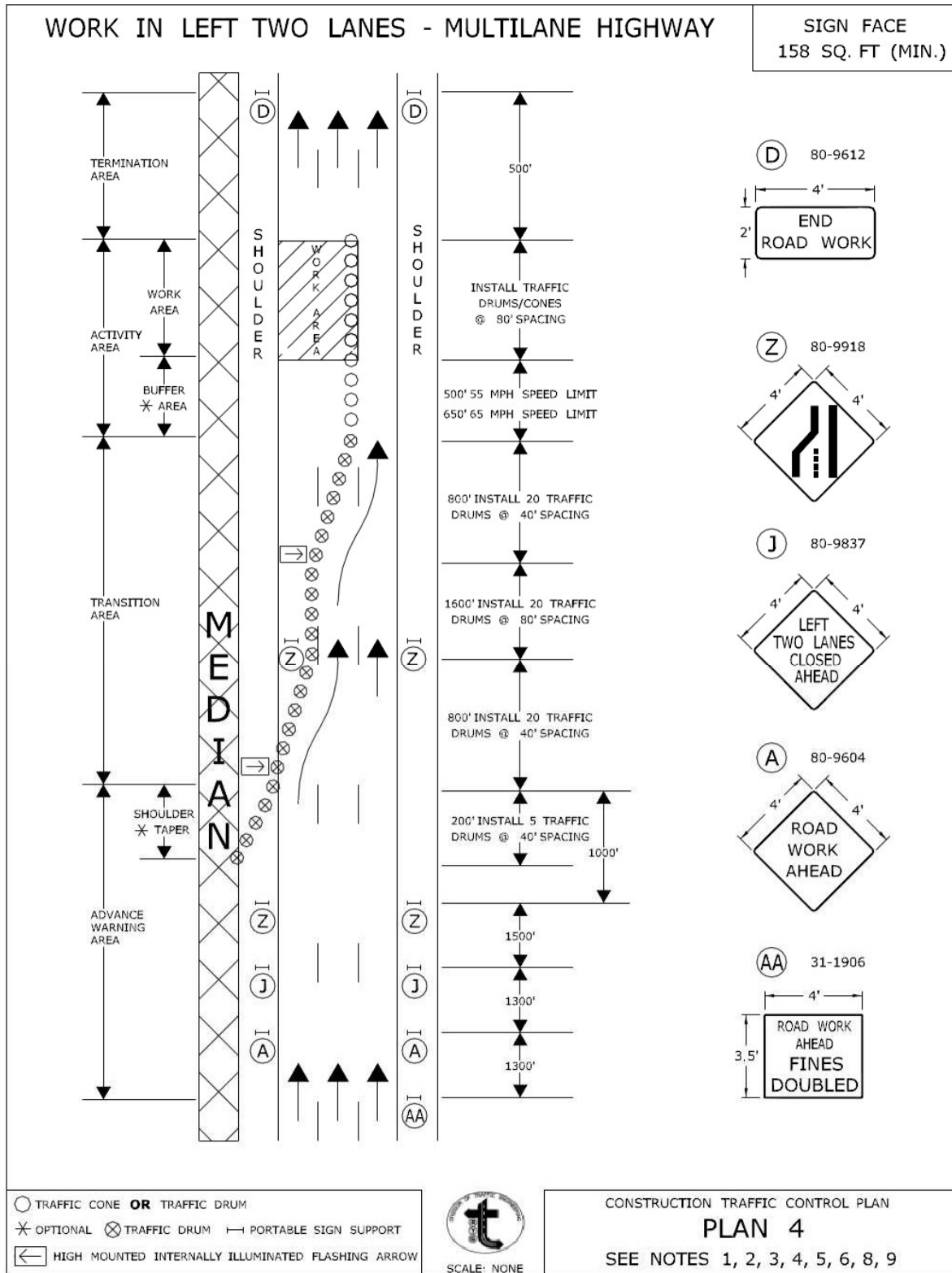
*Charles S. Harlow*  
PRINCIPAL ENGINEER

Charles S. Harlow  
2012.06.05 15:50:35-0400

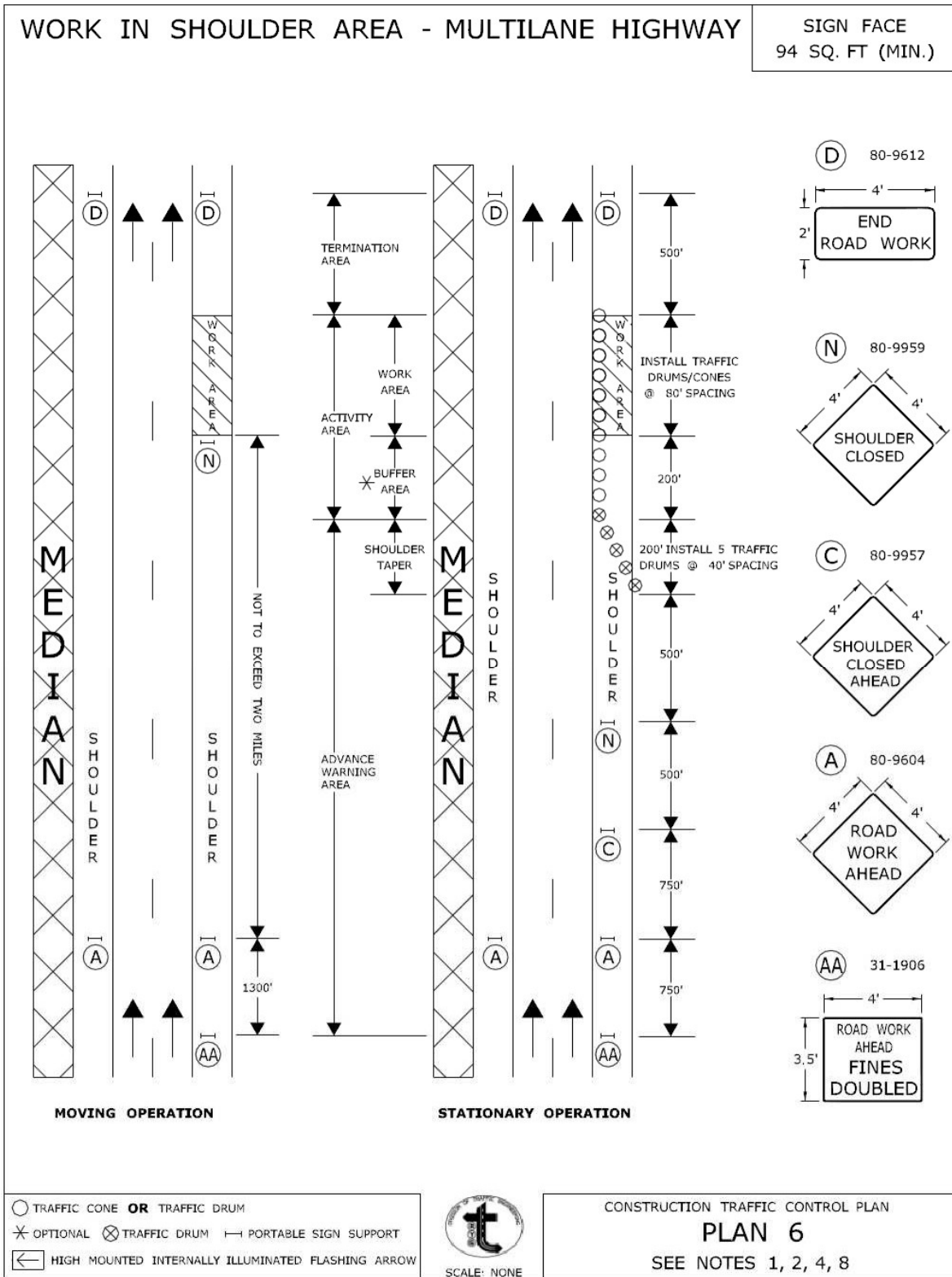


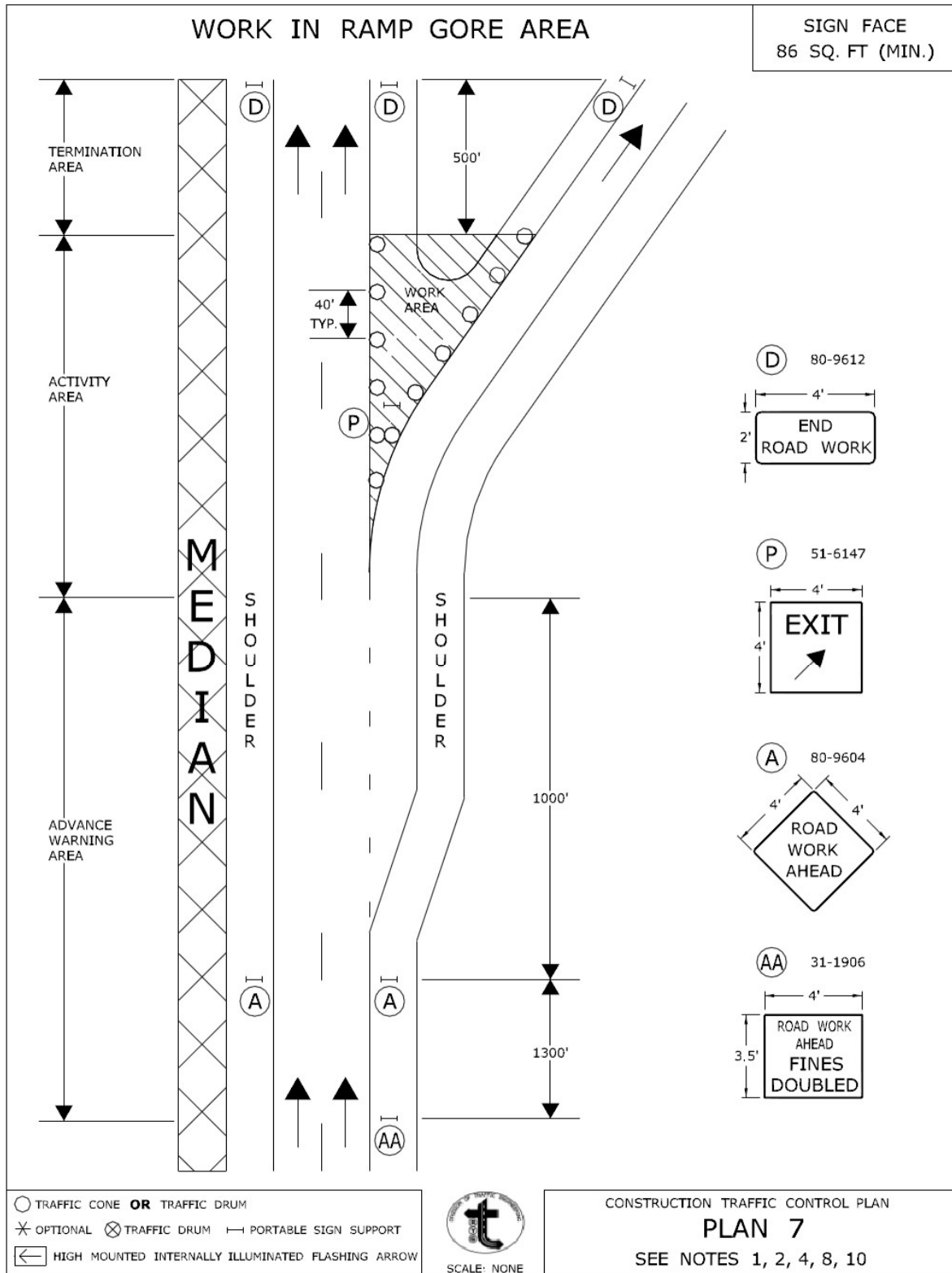




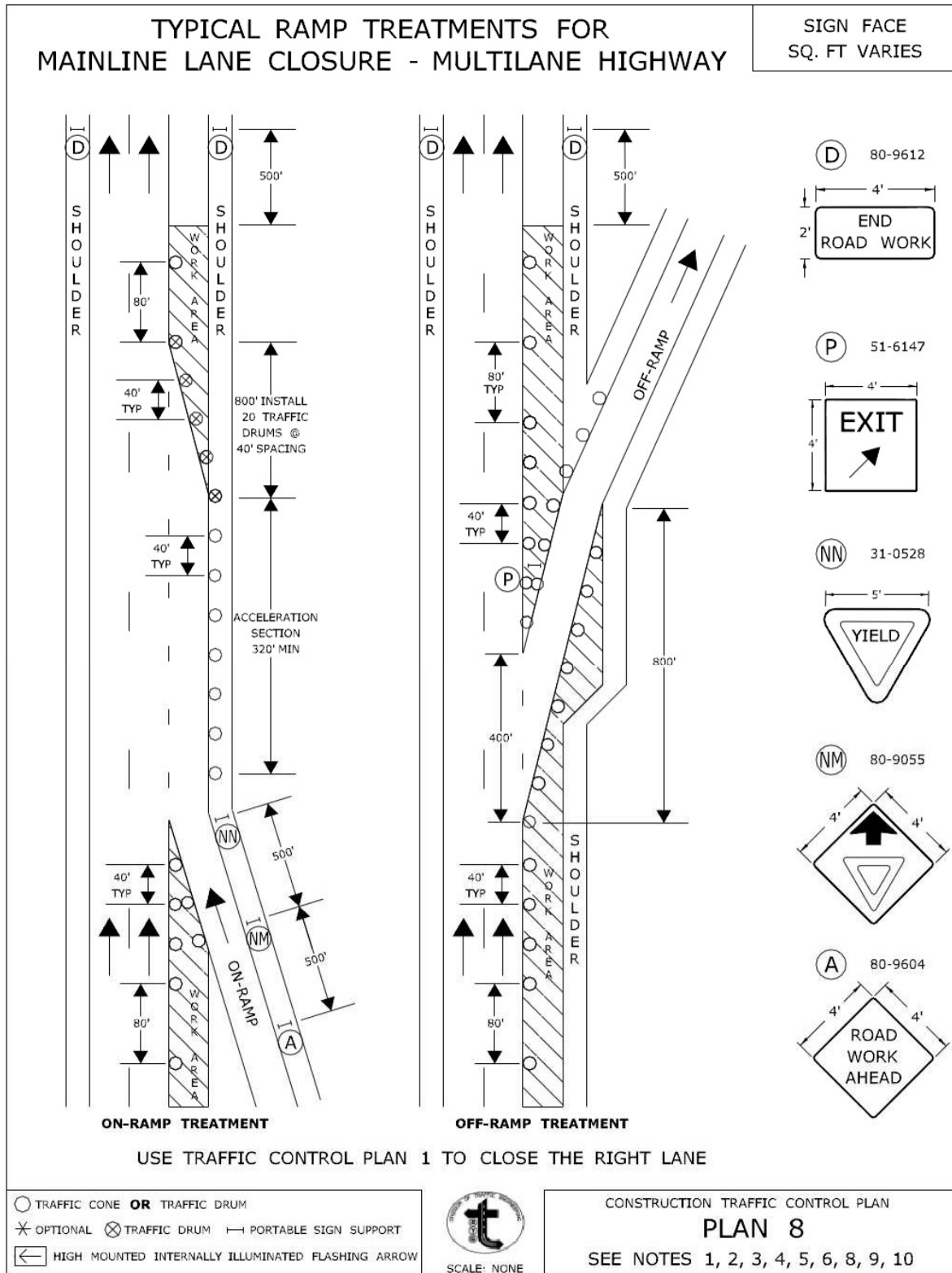


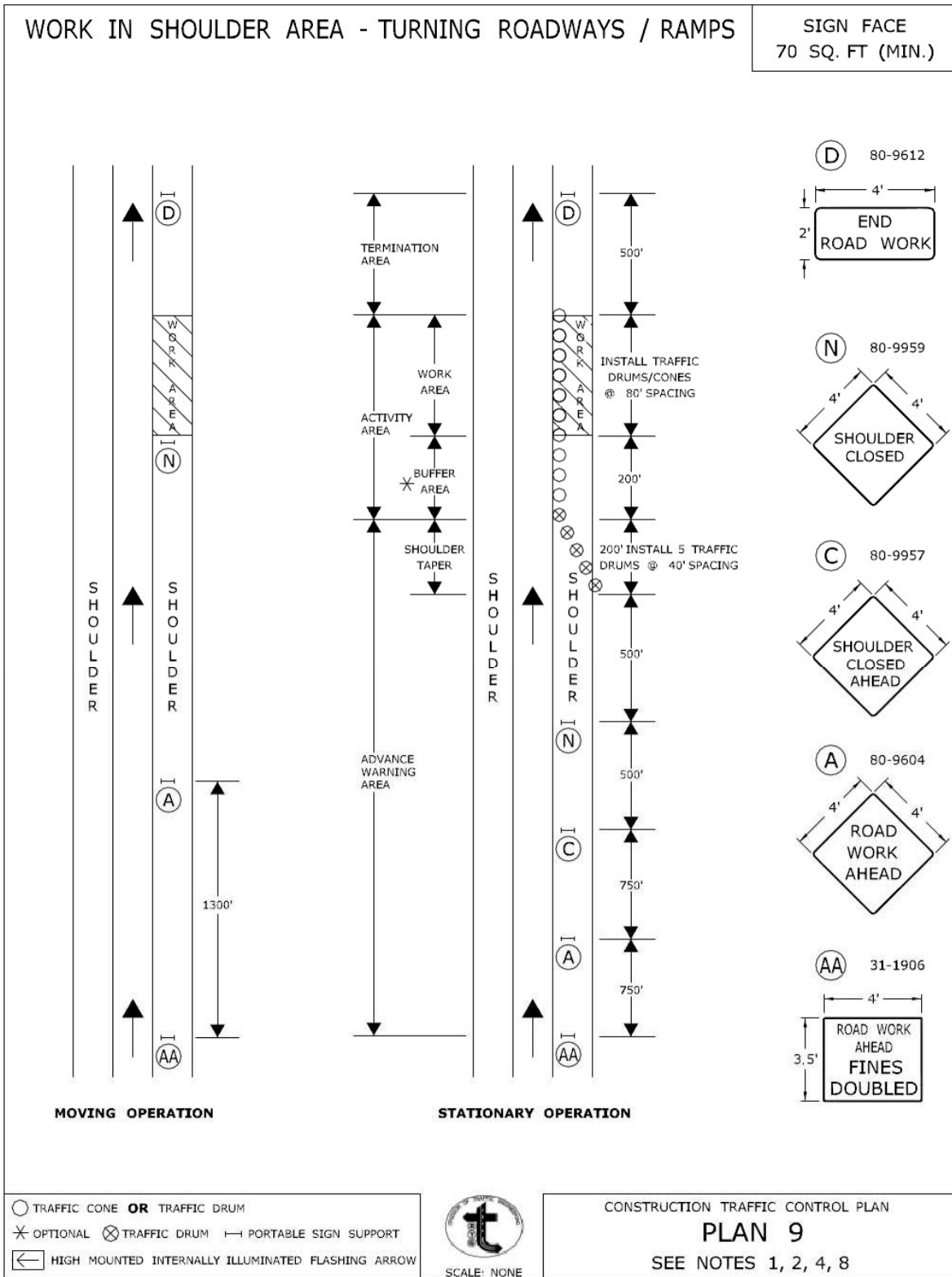


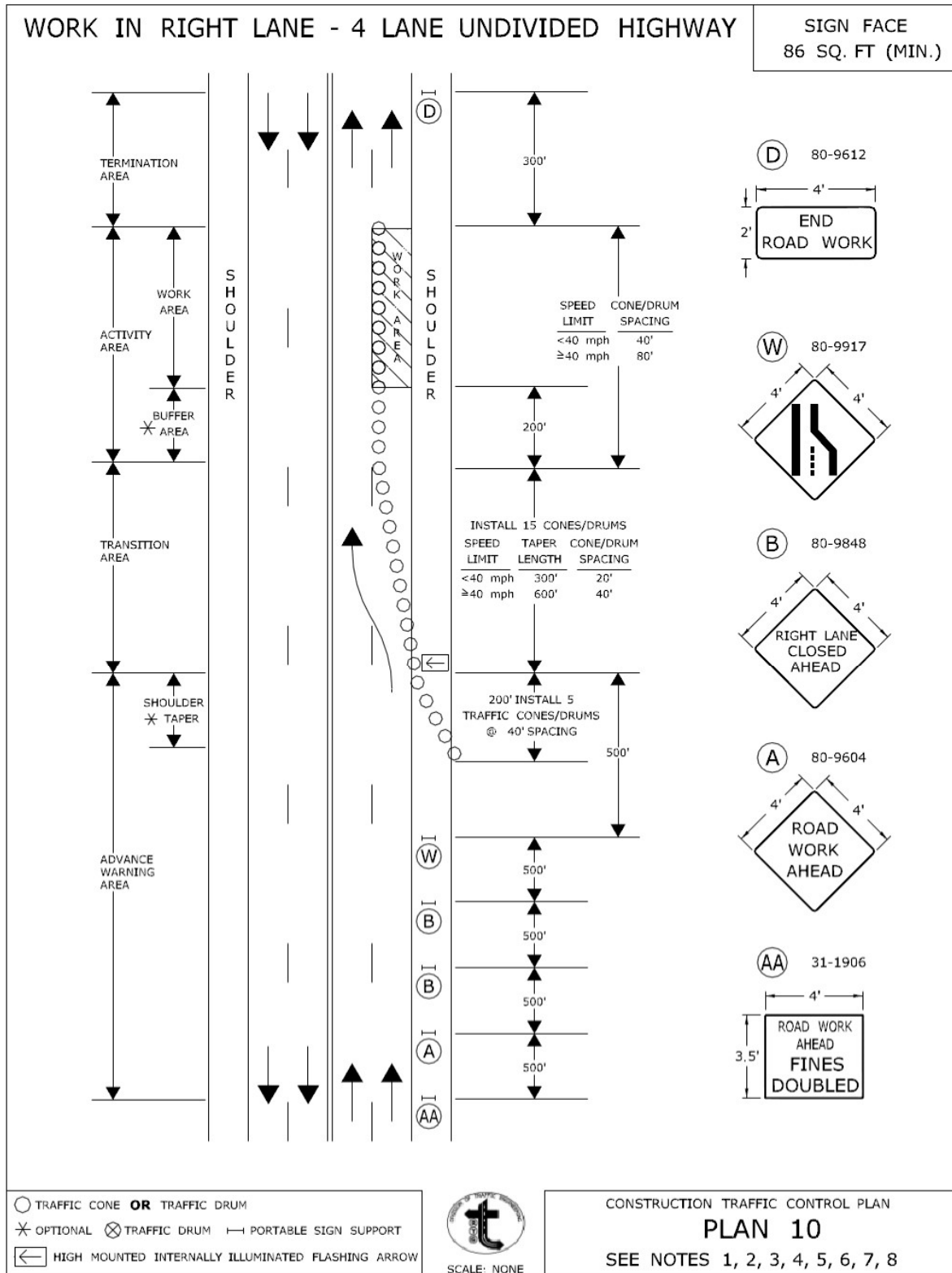




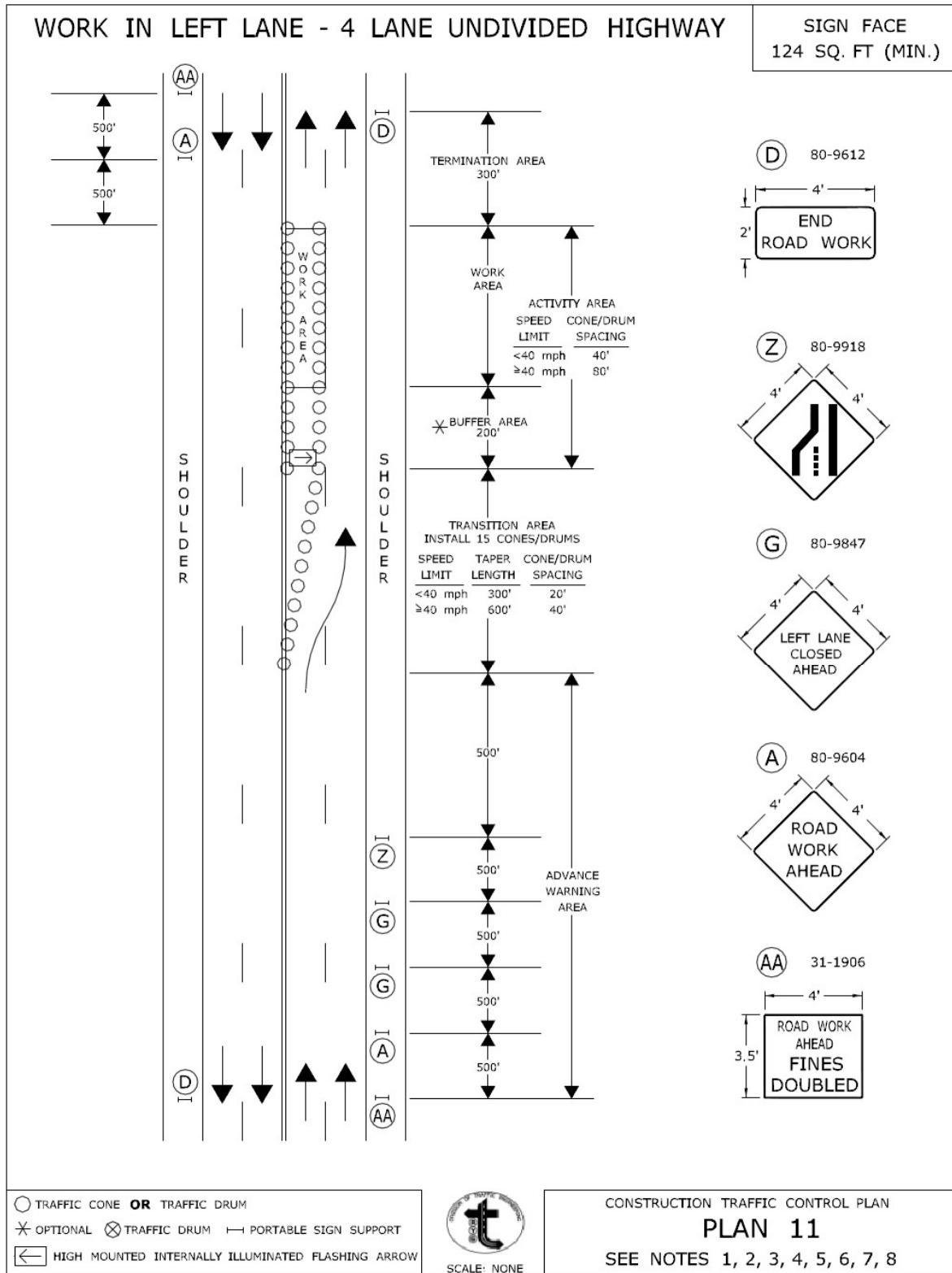
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BUREAU OF ENGINEERING & CONSTRUCTION

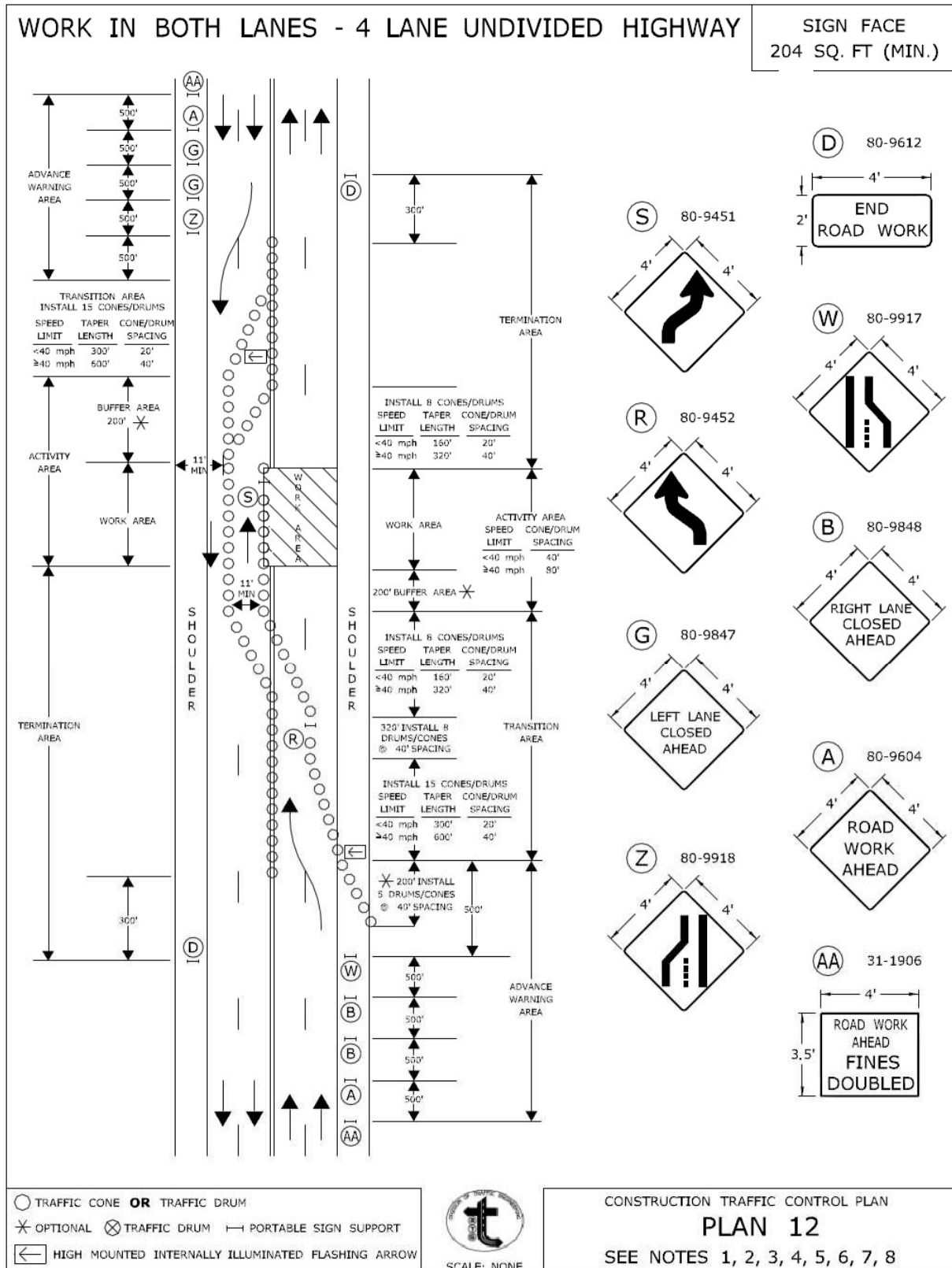






CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION





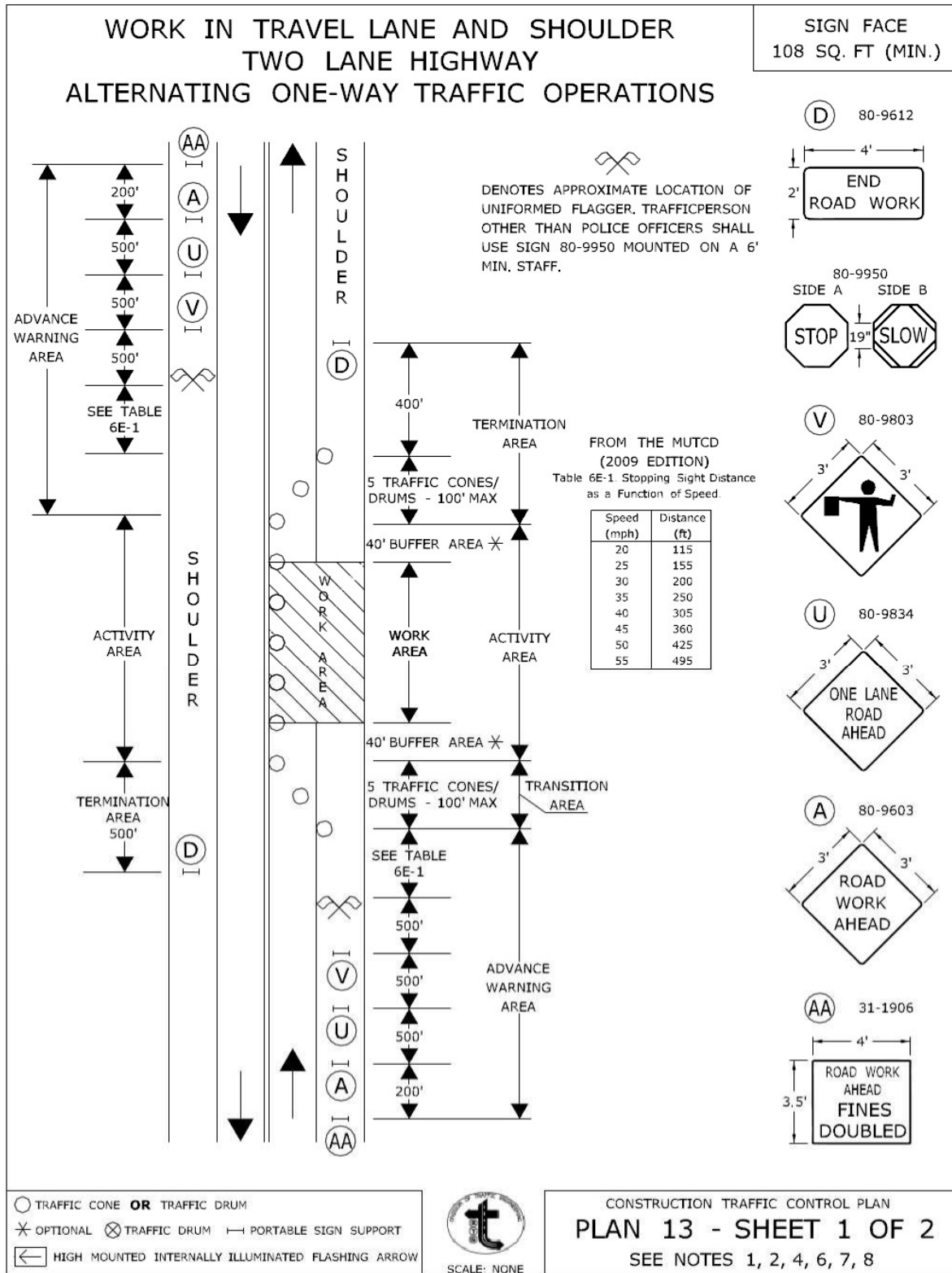
- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ✕ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 12**  
 SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
 BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow  
 2012.06.05 15:55:01-0400'  
 PRINCIPAL ENGINEER





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

SIGN FACE  
108 SQ. FT (MIN.)

### HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

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

**A. TO STOP TRAFFIC**

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



**B. TO DIRECT TRAFFIC TO PROCEED**

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



**C. TO ALERT OR SLOW TRAFFIC**

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



- TRAFFIC CONE **OR** TRAFFIC DRUM
- \* OPTIONAL    ⊗ TRAFFIC DRUM    ⇨ PORTABLE SIGN SUPPORT
- ⇐ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



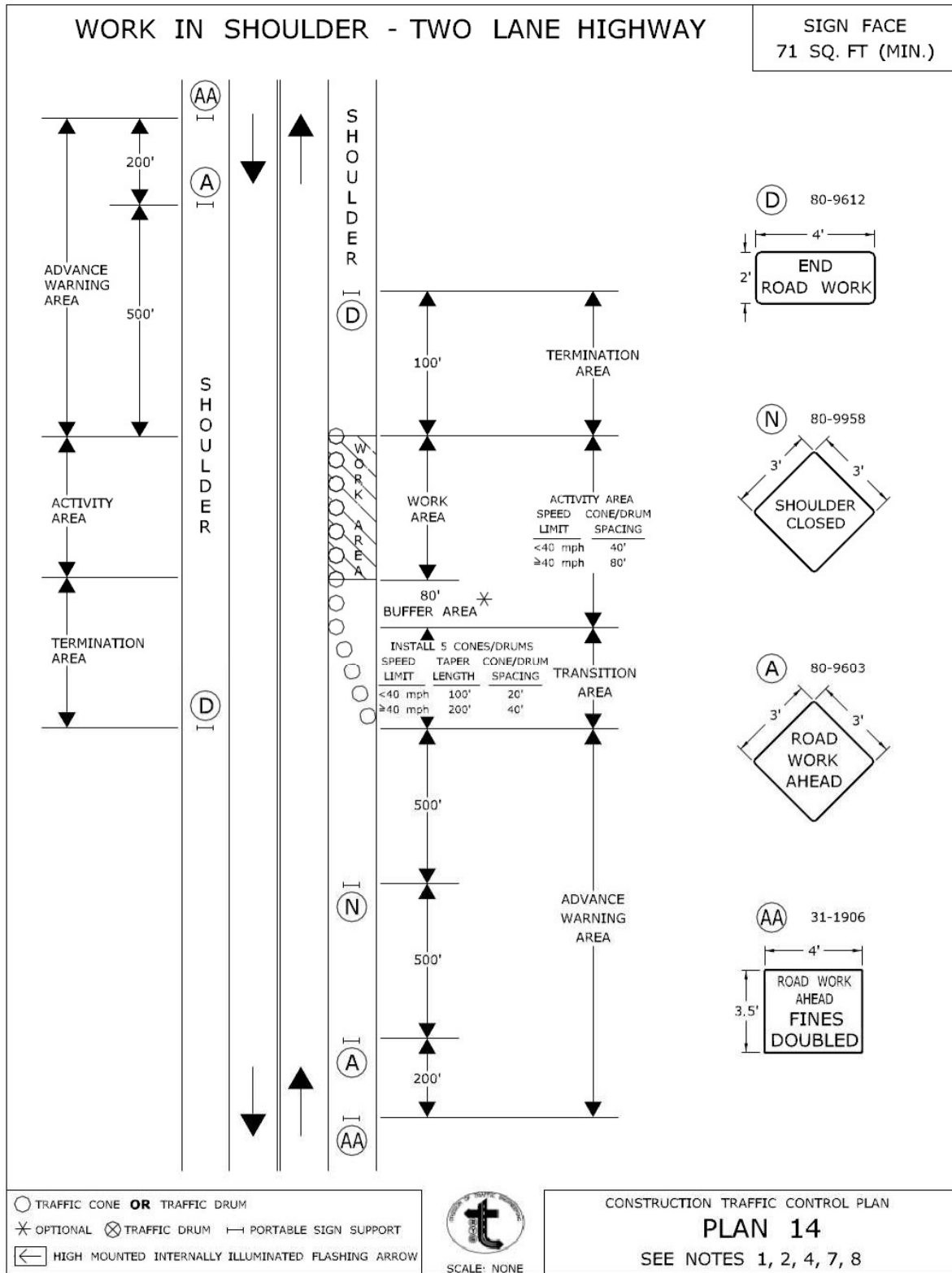
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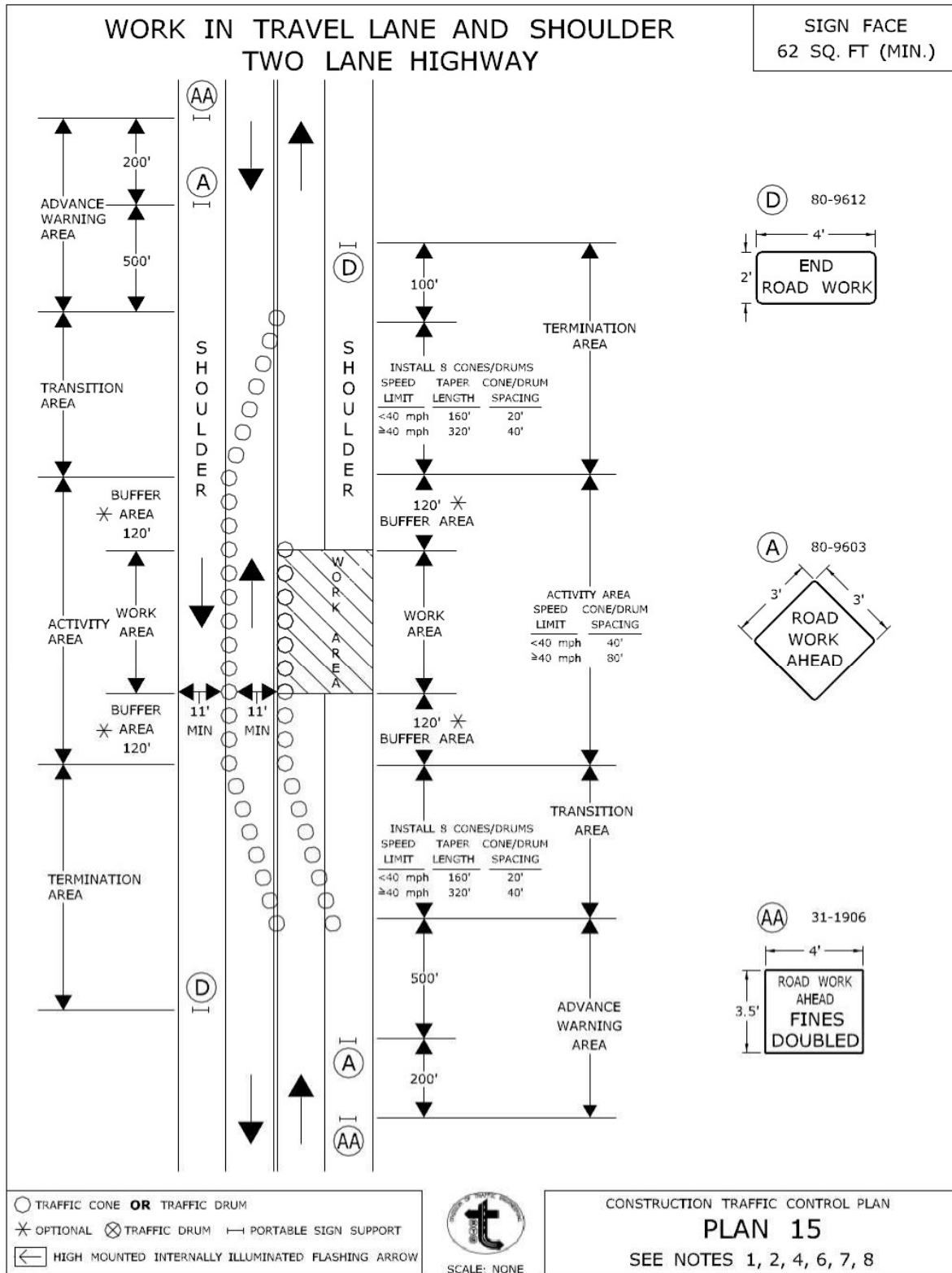
CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 13 - SHEET 2 OF 2**  
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

*Charles S. Harlow*  
Charles S. Harlow  
2012.06.05 15:55:45-04'00'  
PRINCIPAL ENGINEER

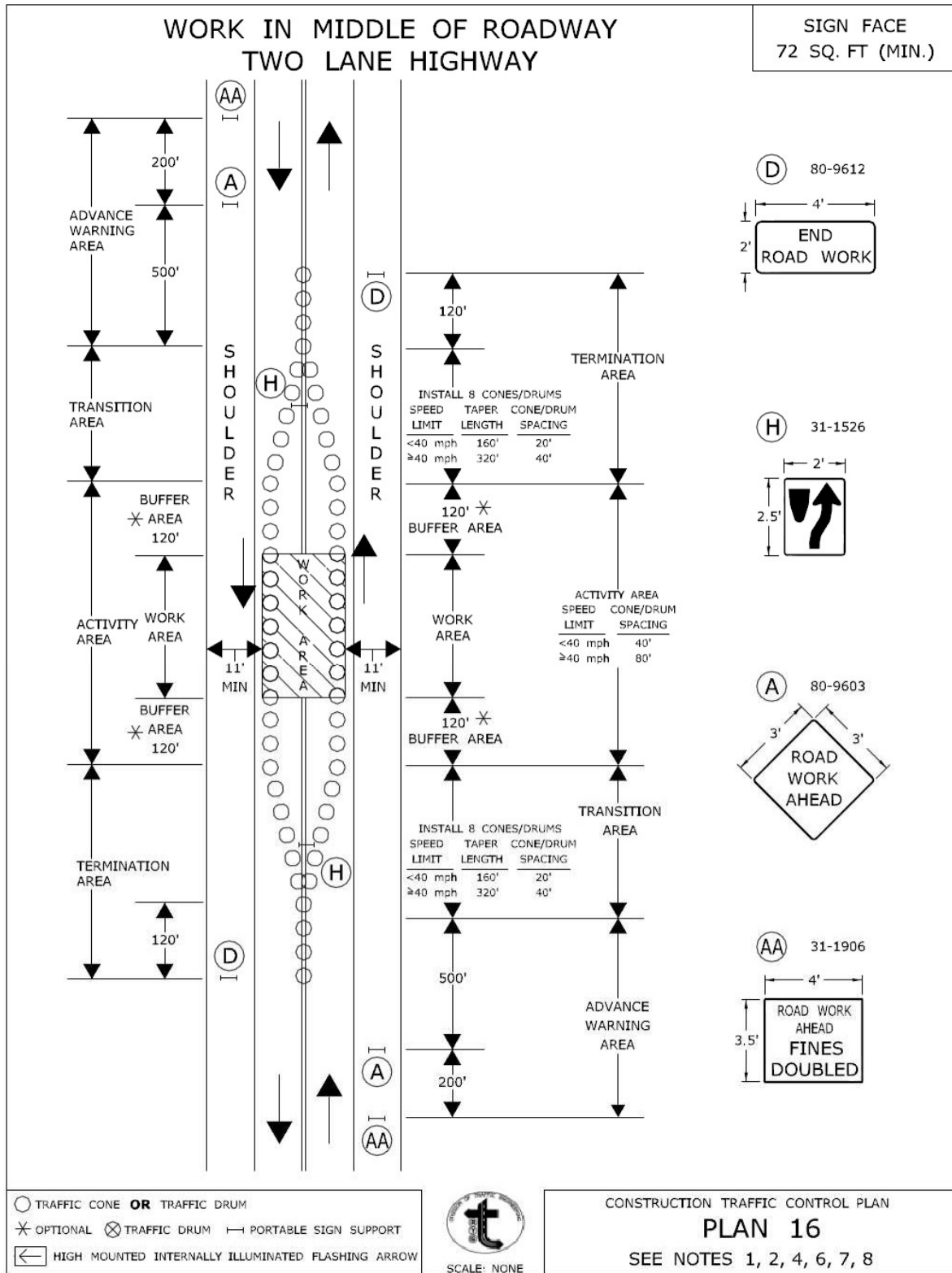


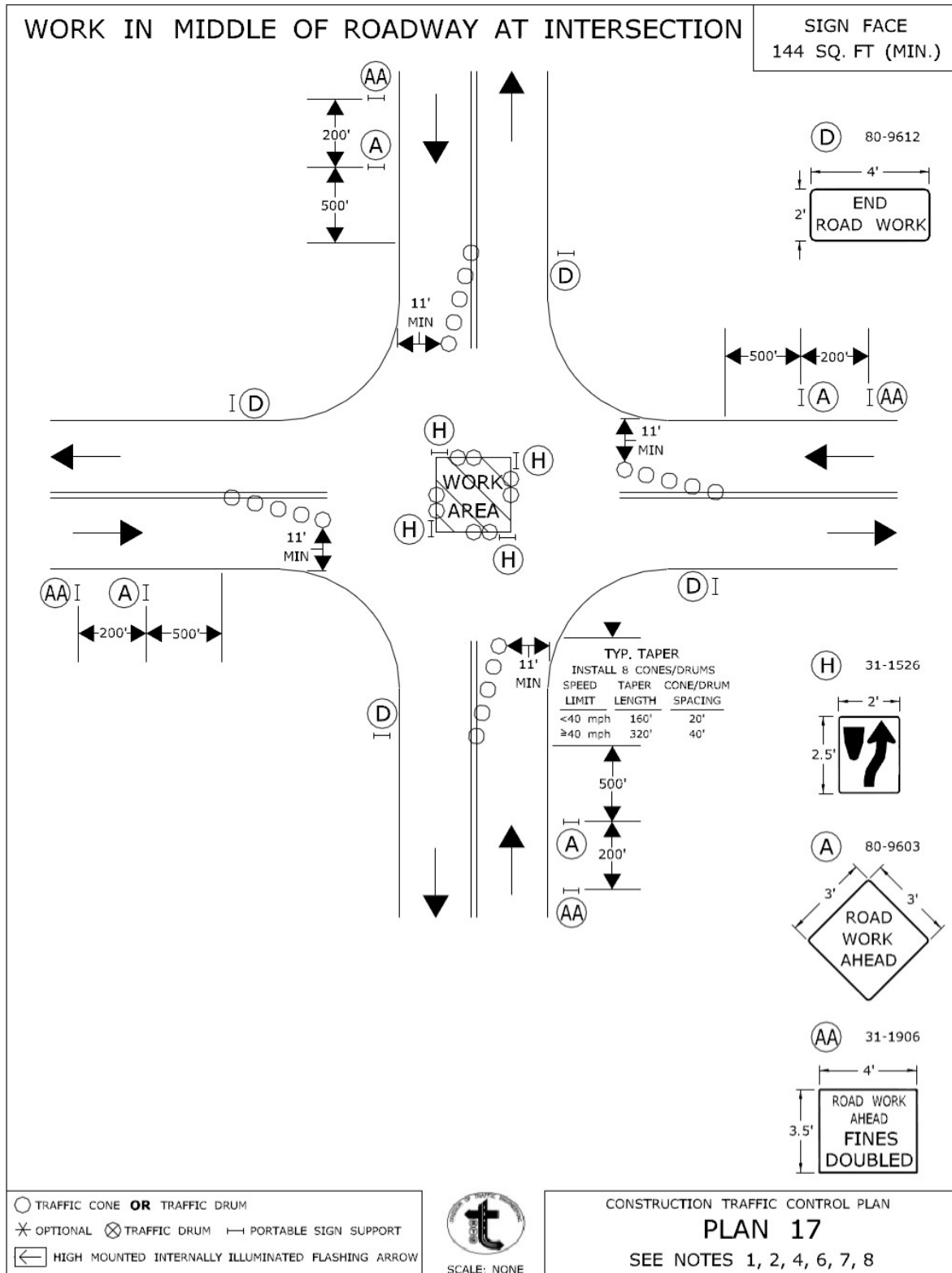


CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

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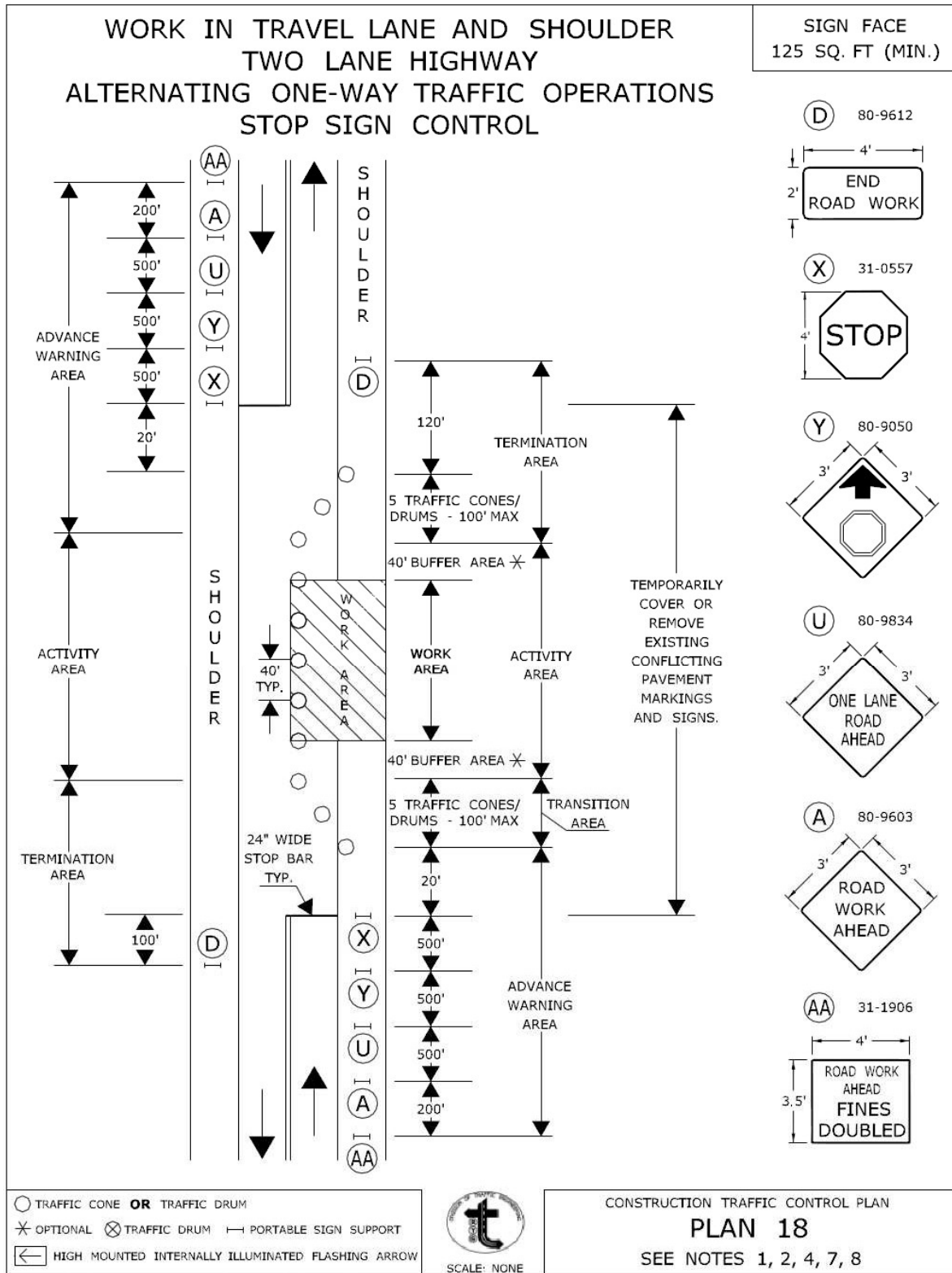
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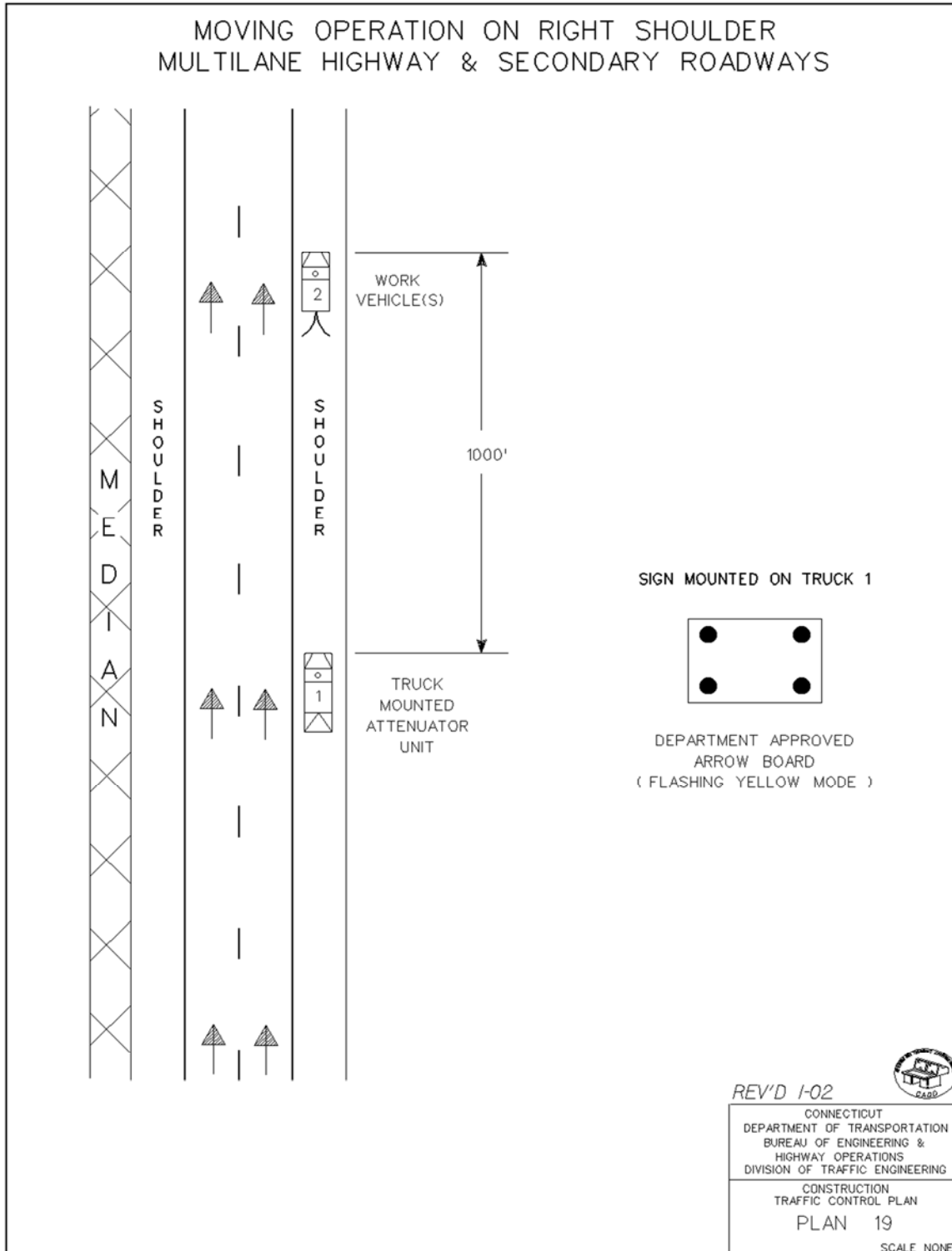
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 BUREAU OF ENGINEERING & CONSTRUCTION

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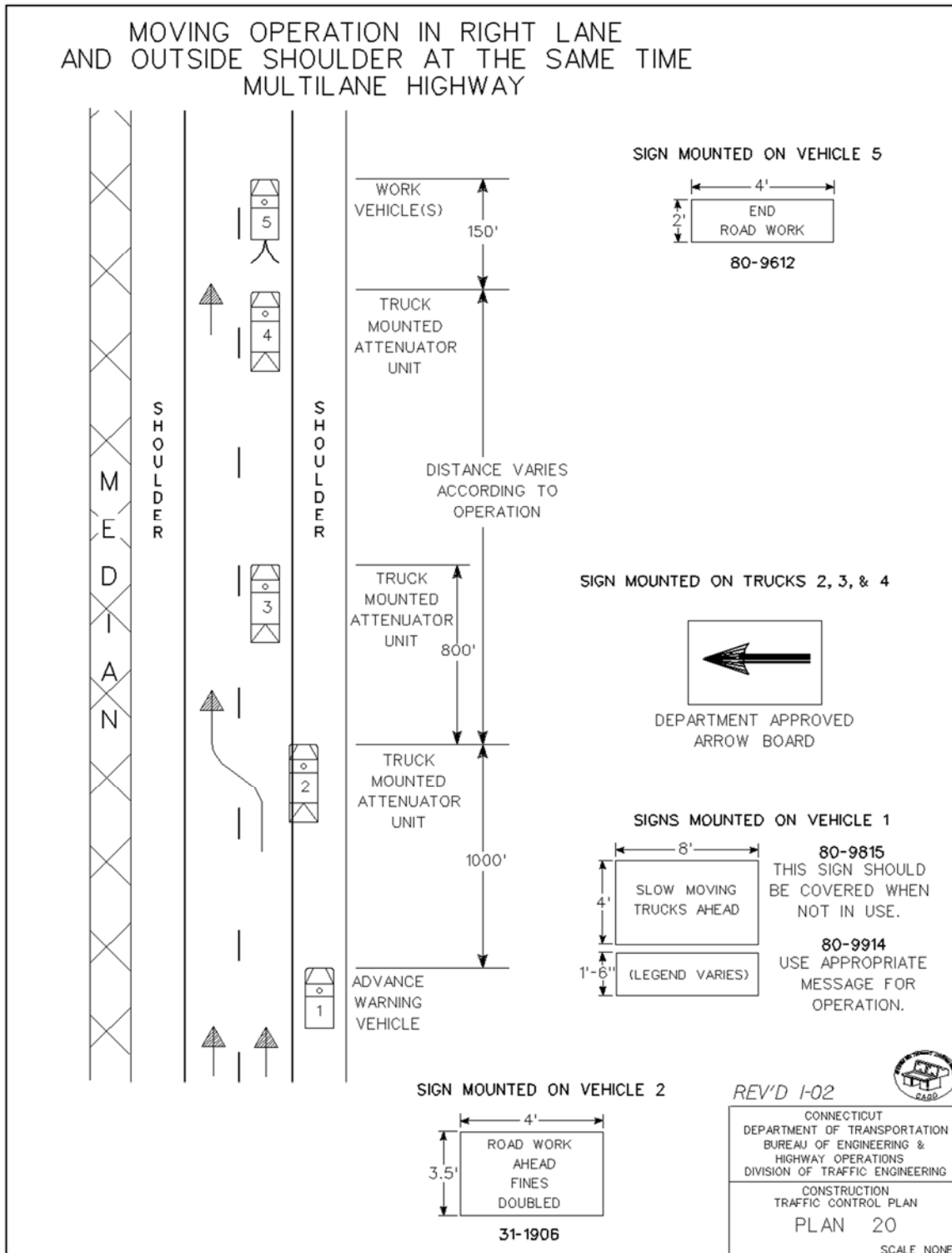


CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

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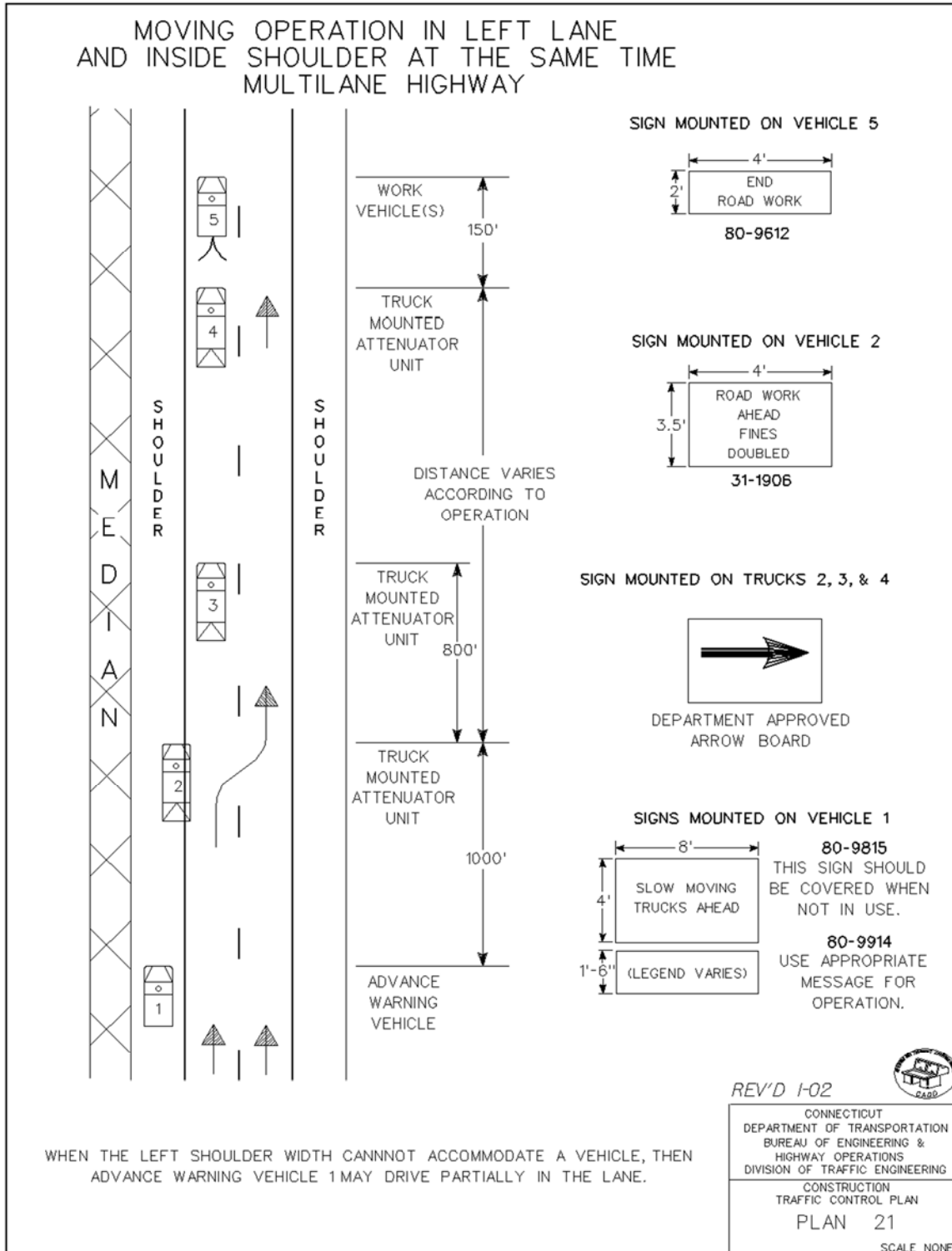


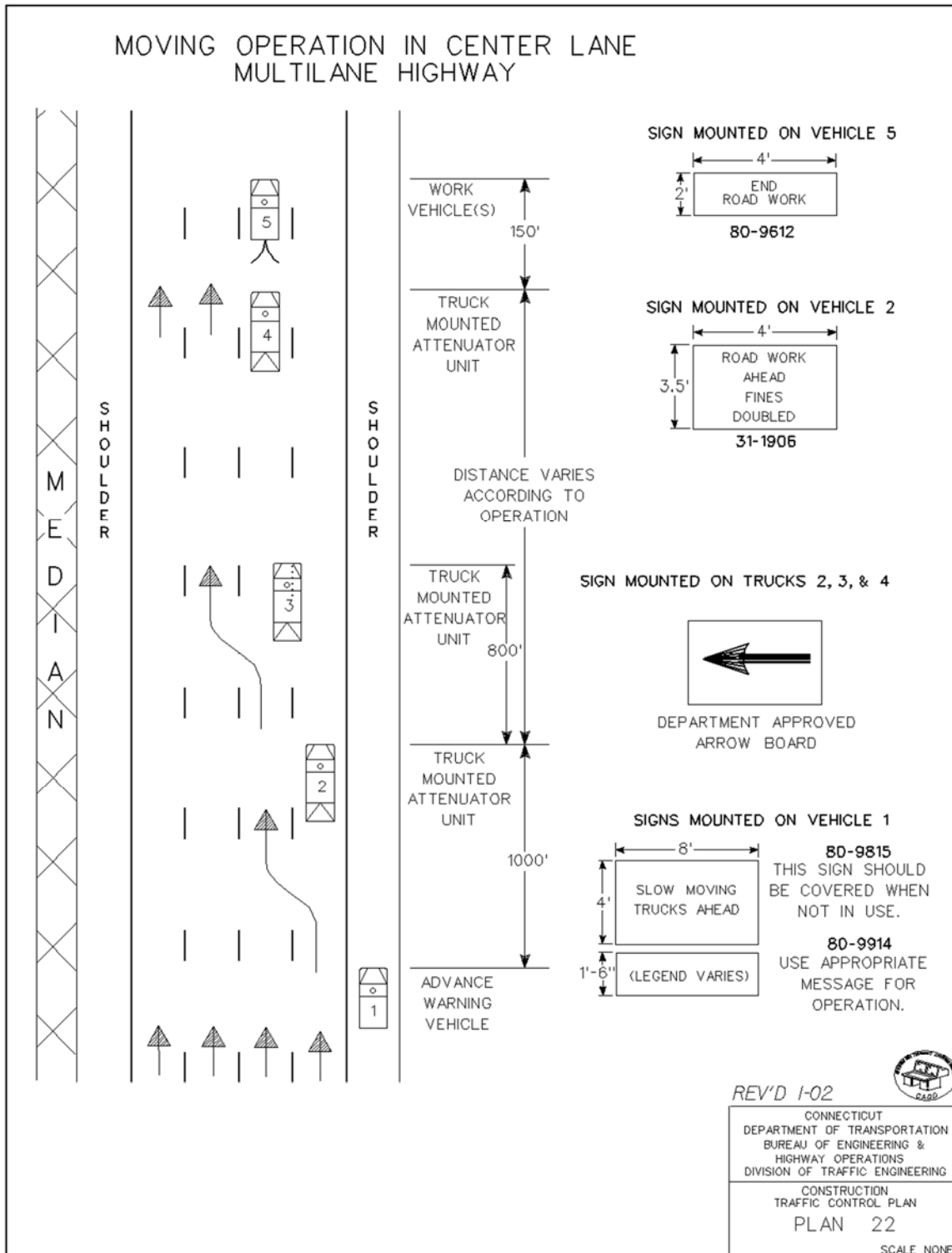
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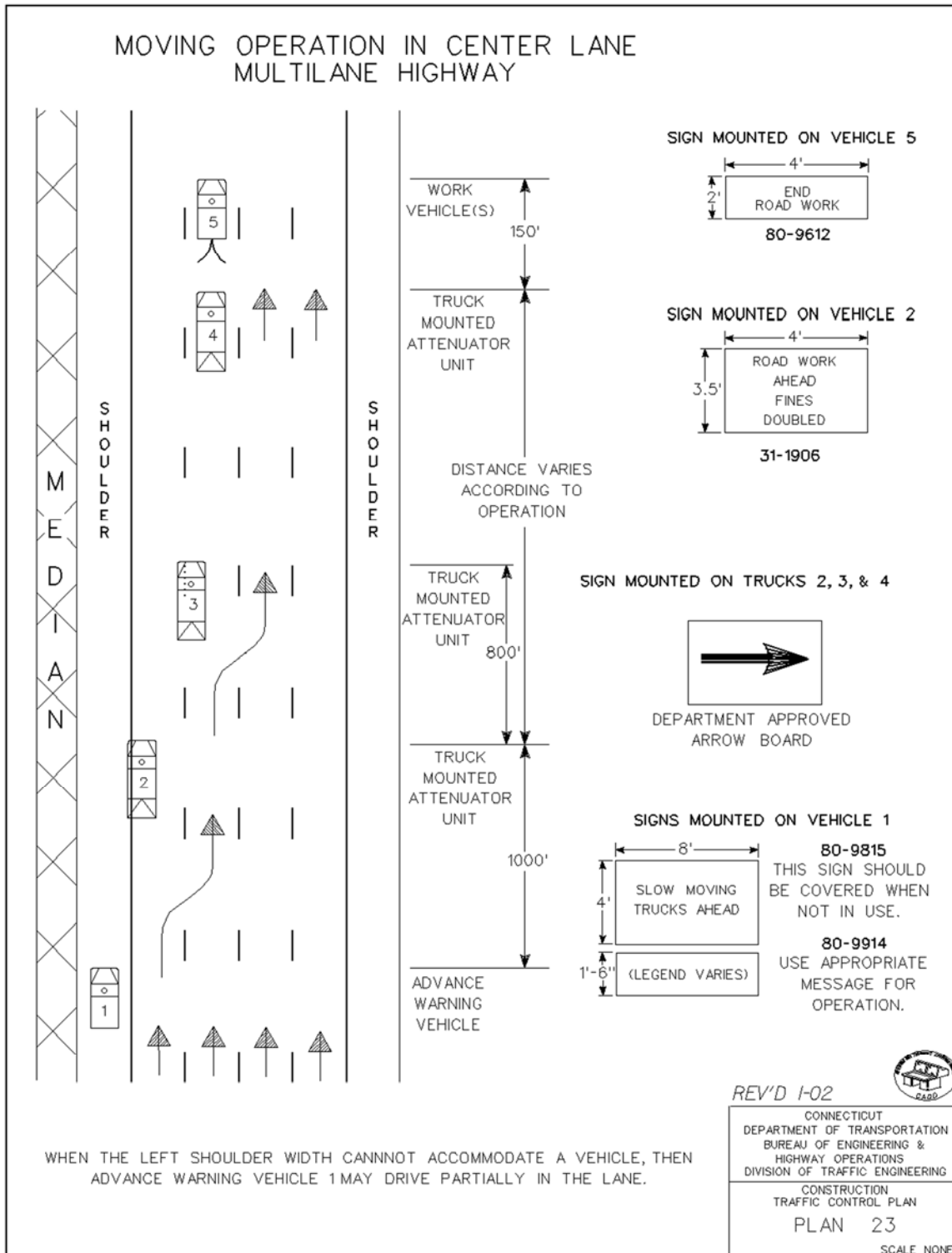
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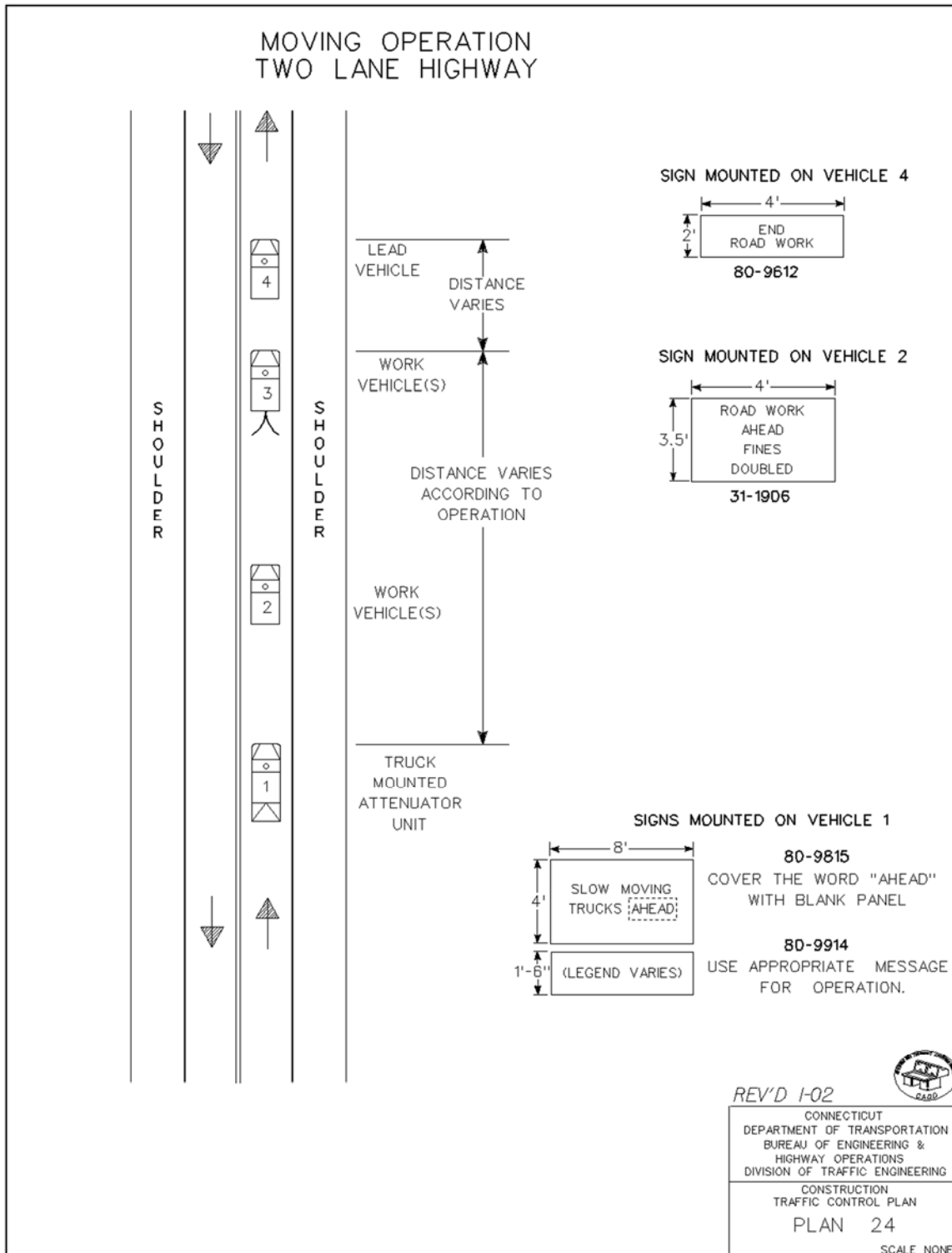




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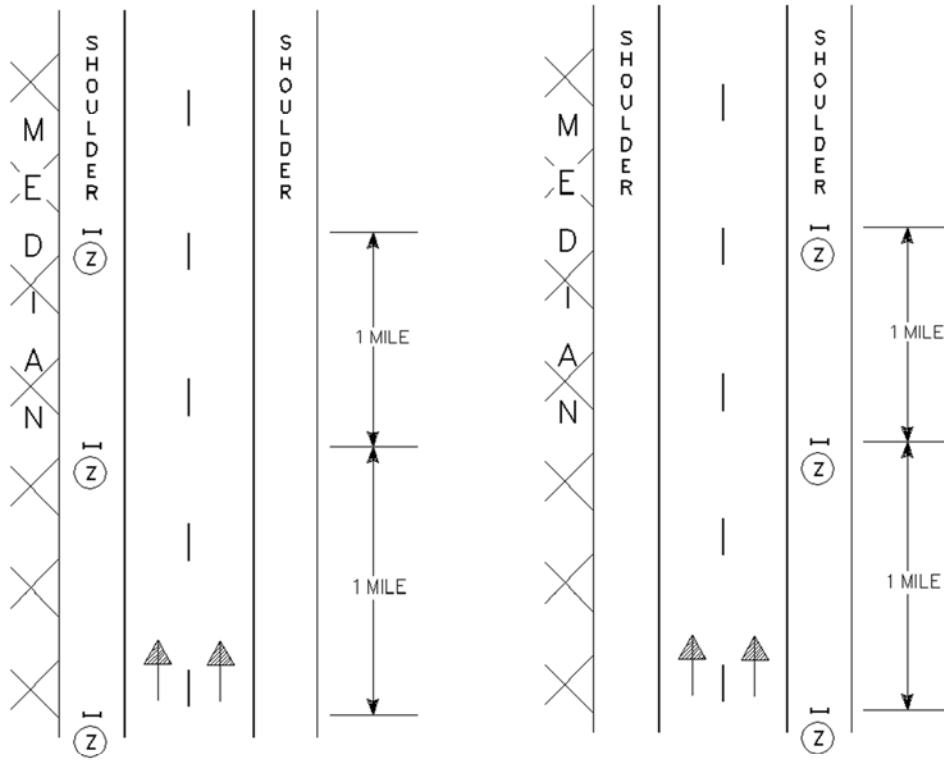
APPROVED John D. Micalf PRINCIPAL ENGINEER DATE 1-30-02



APPROVED John D. McCall DATE 1-30-02  
PRINCIPAL ENGINEER

### MOWING OPERATION - MULTILANE HIGHWAY

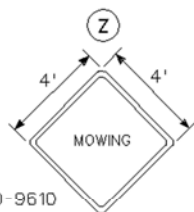
FOR EQUIPMENT ON THE ROADWAY, ROADSIDE  
OR ON THE MEDIAN COMPLETELY OFF THE ROADWAY



**MOWING IN MEDIAN**

INSTALL "MOWING" SIGNS ON OPPOSITE TRAVELWAY MEDIAN SHOULDER AS SHOWN ABOVE.

**MOWING RIGHT OF TRAVELWAY**



80-961D

ERECT "MOWING" SIGNS AT 1 MILE INTERVAL AND IMMEDIATELY BEYOND THE ENTRANCE RAMP.

WHEN MOWING FROM A TRAVEL LANE, USE BACK UP VEHICLES 1, 2 & 3 AS SHOWN ON PLANS 20 & 21 TO PROTECT MOWING OPERATIONS. WHEN MOWING EQUIPMENT MUST USE THE TRAVELWAY TO GET AROUND AN OBSTACLE, USE BACKUP VEHICLES 2 & 3 ONLY. THE BACKUP VEHICLES MUST REMAIN OFF THE ROADWAY UNTIL MOWING EQUIPMENT IS READY TO GET OUT ONTO THE TRAVELWAY. THE DISTANCE BETWEEN VEHICLE 3 AND THE MOWING EQUIPMENT IS TO BE 200 FEET.

REV'D 1-02



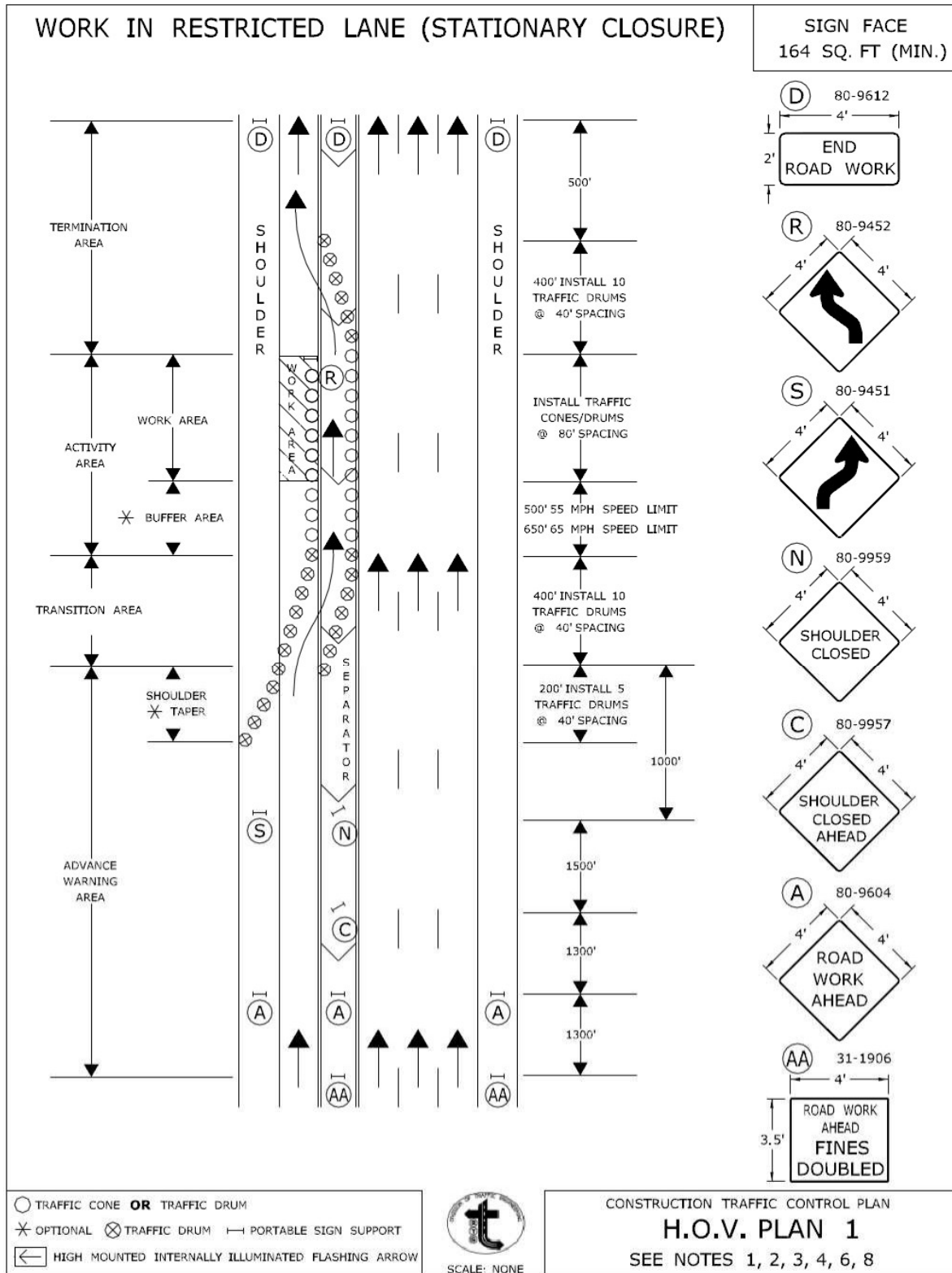
CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING &  
HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

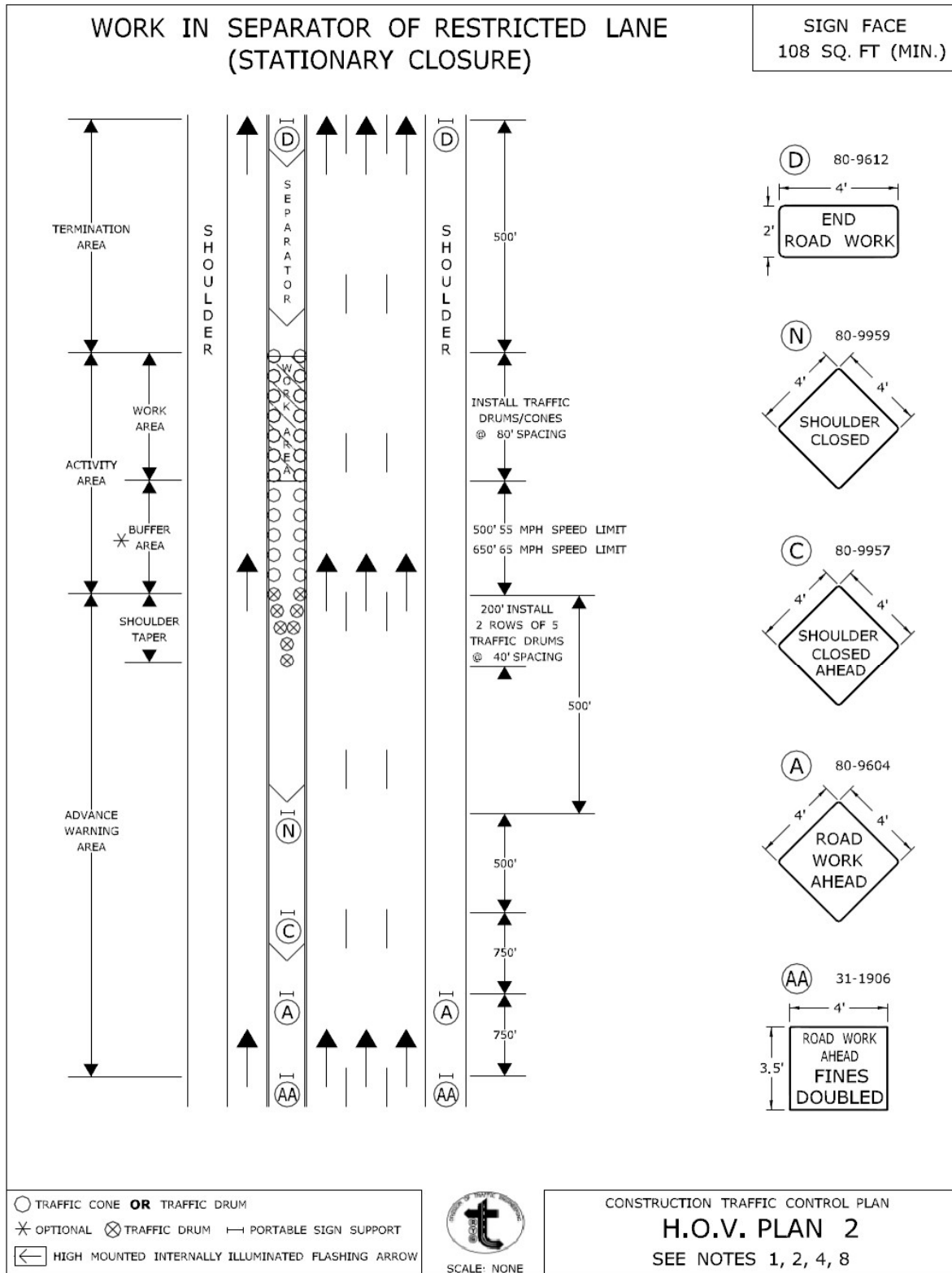
CONSTRUCTION  
TRAFFIC CONTROL PLAN

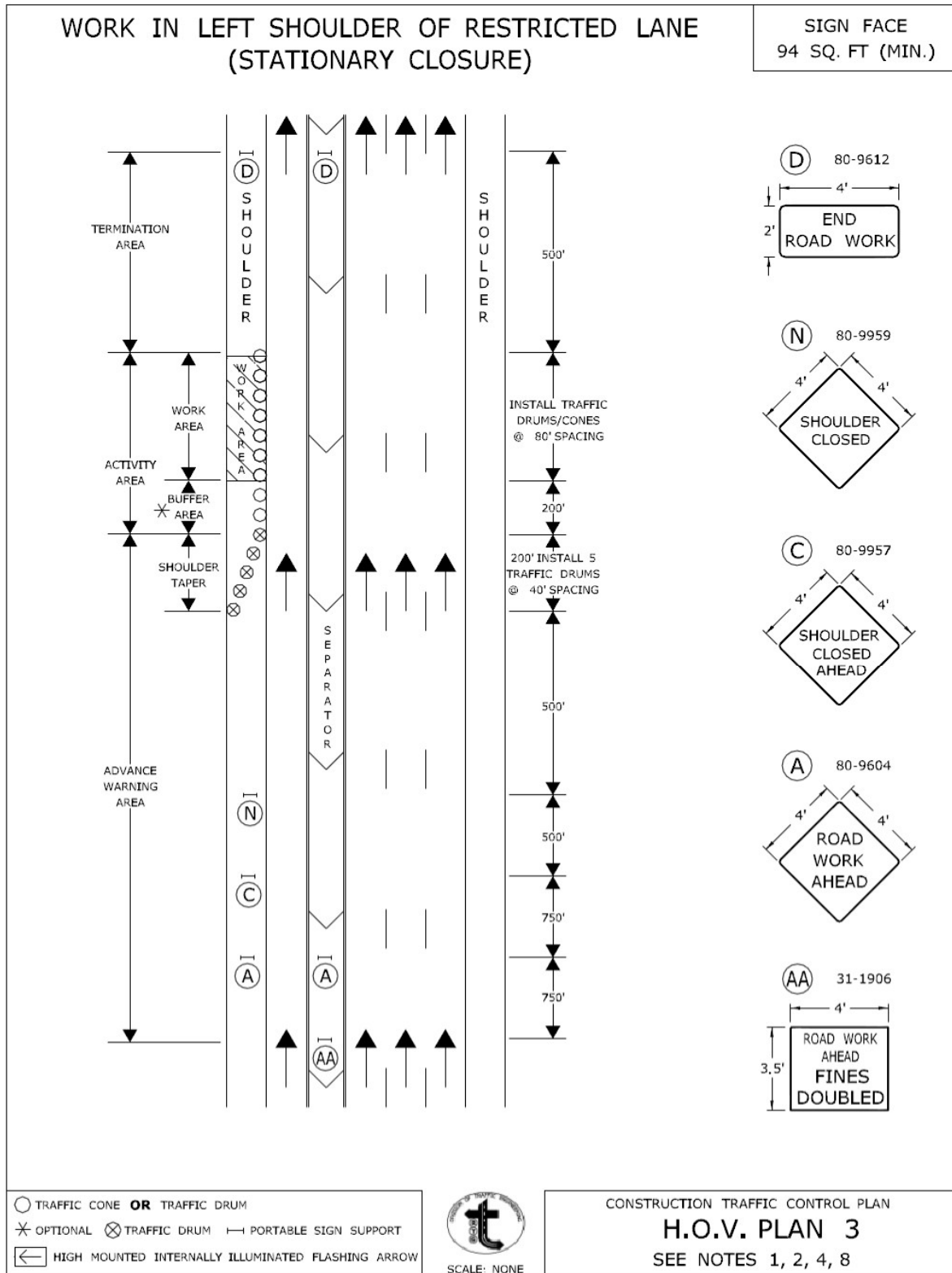
PLAN 25

SCALE NONE

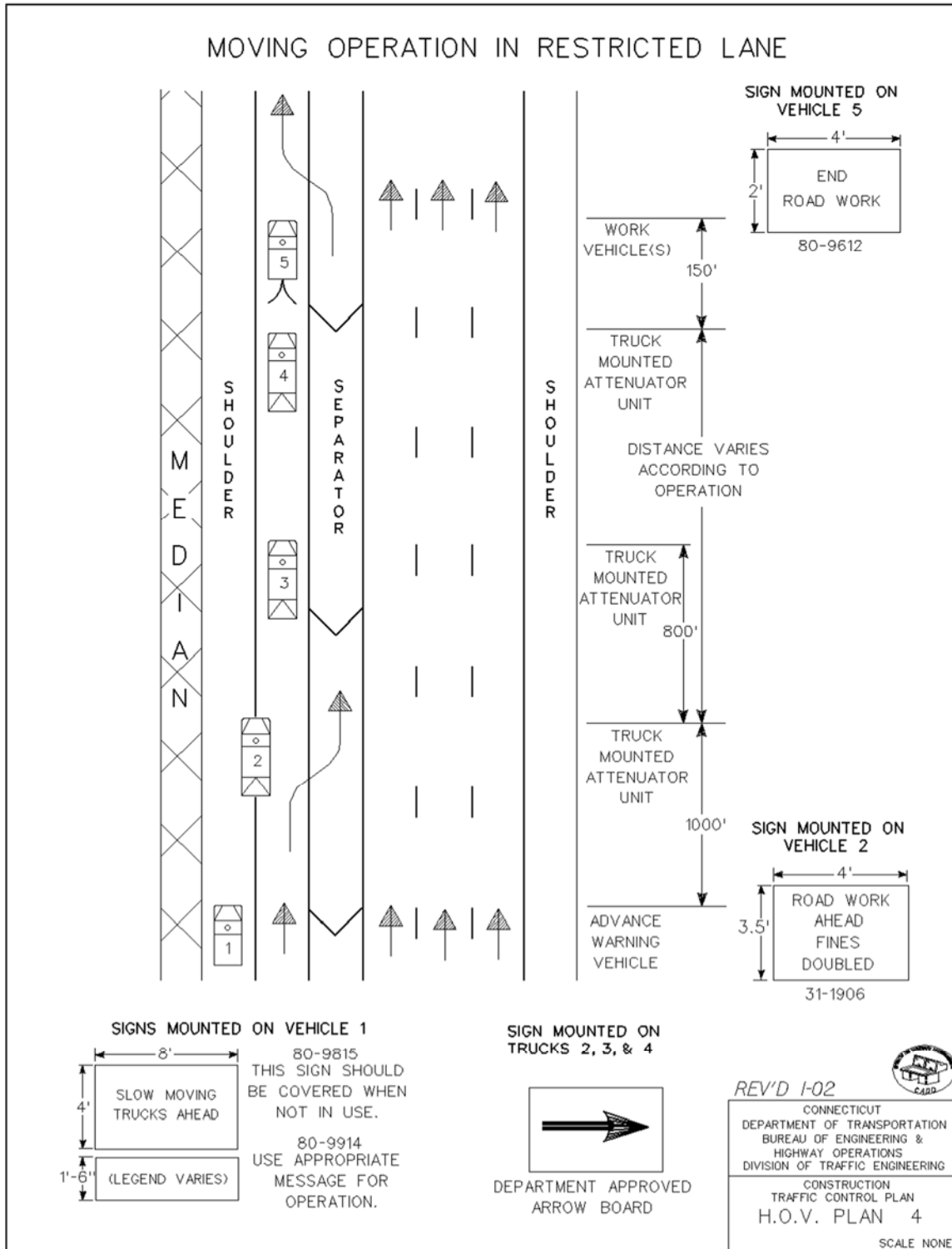
APPROVED John D. McCall DATE 1-30-02  
PRINCIPAL ENGINEER













### REQUEST FORM AND CANCELLATION FORM STATE POLICE TRAFFIC CONTROL SERVICES



**Instructions: All Requests for State Police Traffic Control Services at DOT highway construction sites, for jobs for which the direct DOT-DESPP reimbursement payment method will be used, must be made using this form.**

- The form must be submitted to the DESPP Special Duty Overtime Coordinator via Facsimile: **860-706-1407/E-mail: [specduty.clerk@ct.gov](mailto:specduty.clerk@ct.gov)** between regular business hours 0730 hours through 1730 hours, Monday through Friday (except holidays).
- Requests must be submitted at least five (5) business days in advance.
- There is no guarantee that any request made with less than 24 hour notice to the start of the job can be accommodated.
- Any request for services submitted to DESPP after 1730, will not be scheduled until the following business day except in the case of an emergency.
- **In the event of an emergency requiring services during normal business hours please contact the Special Duty Office at 860-684-8420. After normal business hours for the current day and prior to the start of the next business day, a request must be submitted to the State Police Message Center via E-mail [dps.messagecenter@ct.gov](mailto:dps.messagecenter@ct.gov) or facsimile: 860-685-8346. DOT must also submit the request to the DESPP Special Duty office at the same time via facsimile or email.**
- DESPP cannot guarantee the availability of State Police personnel for requests not submitted in a timely manner.
- This form shall be used for the cancellation of any Request for State Police Traffic Control Services. See Instructions in Section II, regarding cancellation.
- Requests must be made in military time. (Example: 1:00 PM = 1300 hours – 8:00 PM = 2000 hours)

REQUEST DATE: _____	Is This a New Job? <input type="checkbox"/> Yes <input type="checkbox"/> Ongoing
<b>I. PROJECT INFORMATION:</b>	
DOT District/Unit:	DOT Project Identifier No:
Town in Which Job is Located:	Job Location/Meeting Location:
Special Instructions:	
Contractor's Name:	Name & Title of Contact Person (print):
Contractor's Cellular Telephone No.	Contractor's Contact Person E-mail address :
Name & Title of DOT Contact Person (Print)	DOT Contact Email Address/Phone No.
DOT Authorization Person (Name/Title)	DOT E-mail of Authorized Person(must be an @ct.gov contact)
<b>II. REQUEST OR CANCELLATION FOR STATE POLICE TRAFFIC CONTROL SERVICES:</b>	
Cancellation Procedures: To cancel a request for services or any portion thereof, the applicable cancellation boxes must be checked and then re-submit the form to DESPP, with all sections completed. For cancellations between 0730 hours through 1730 hours, Monday through Friday (except holidays), submit to the DESPP Special Duty Coordinator by facsimile to 860-706-1407 or e-mail to the <a href="mailto:specduty.clerk@ct.gov">specduty.clerk@ct.gov</a> ; for cancellations at all other times and holidays, submit to the State Police Message Center by facsimile to 860-685-8346 or e-mail to the <a href="mailto:dps.messagecenter@ct.gov">dps.messagecenter@ct.gov</a> . Any cancellation made without at least twenty-eight (28) hours advance notice will result in a charge for four (4) hours minimum pay for each Trooper/Sergeant assigned to the project.	

	DATE(S)	<CI FG'	NUMBER OF TROOPER(S)	(Revision) TIME CHANGE		(Revision) CHANGE NUMBER OF TROOPERS		CANCEL
				FROM	TO	FROM	TO	
1.				FROM	TO	FROM	TO	<input type="checkbox"/>
2.				FROM	TO	FROM	TO	<input type="checkbox"/>
3.				FROM	TO	FROM	TO	<input type="checkbox"/>
4.				FROM	TO	FROM	TO	<input type="checkbox"/>
5.				FROM	TO	FROM	TO	<input type="checkbox"/>
6.				FROM	TO	FROM	TO	<input type="checkbox"/>
7.				FROM	TO	FROM	TO	<input type="checkbox"/>
8.				FROM	TO	FROM	TO	<input type="checkbox"/>
9.				FROM	TO	FROM	TO	<input type="checkbox"/>
10.				FROM	TO	FROM	TO	<input type="checkbox"/>

## Attachment 5

## TENTATIVE 2020 VIP RESURFACING PROGRAM

\*\* DENOTES TENTATIVE PMA TERMINI

DISTRICT 1

RTE	TOWN(S)	TERMINI	BGN LOG	END LOG	LOG	2-LANE	CUM
			MILES	MILES	LENGTH	MILES	MILES
SECTION 11							
5	ENFIELD **	END OP ROUTE 190 TO MASS SL	52.06	54.59	2.53	4.76	4.76
44	MANCHESTER EAST HARTFORD	MARY ST (ONE-WAY SB) TO ACC TO WB I-84 (302a)	58.17	59.15	0.98	1.24	6.00
83	ELLINGTON	S JCT RTE 140 (MAPLE ST) TO SOMERS TL	18.36	21.39	3.03	3.03	9.03
178	BLOOMFIELD	RTE 185 TO RTE 189	0.00	1.69	1.69	1.88	10.91
190	UNION	.02 MI EO END OP I-84 TO ROUTE 171 (BIGELOW HOLLOW ROAD)	26.34	28.27	1.93	1.93	12.84
171	UNION	UNION TOWN GARAGE TO ROUTE 190	2.62	2.74	0.12	0.12	12.96
190	STAFFORD	RTE 30 (CRYSTAL LAKE RD) SB TO RTE 32	15.77	18.25	2.48	2.54	15.50
190	UNION	STAFFORD TL TO ACC TO EB I-84	23.37	26.36	2.99	2.99	18.49
220	ENFIELD	SSR 404 (TAYLOR RD) TO MASS SL	4.38	5.78	1.40	1.40	19.89
533	BOLTON VERNON	.03 MI NO BOX MTN RD TO GRADY ROAD	0.86	1.95	1.09	1.09	20.98
534	MANCHESTER	RTE 83 TO BOLTON TL	0.00	2.81	2.81	2.89	23.87
534	BOLTON	MANCHESTER TL TO RTE 85	2.81	4.45	1.64	1.64	25.51
SECTION 11 TOTALS====>					22.69	25.51	
SECTION 13							
44	HARTFORD **	SCARBOROUGH STREET TO .02 MI EO OP CENTRAL NE RR (BRIDGE 04397)	51.32	51.58	0.26	0.66	0.66
70	CHESHIRE	E JCT OLD WATERBURY RD TO RTE 10 (HIGHLAND AVE)	0.79	4.36	3.57	3.81	4.47
71	MERIDEN BERLIN	END OP I-691 TO .02 MI NO N JCT BUTLER ST	4.56	6.28	1.72	2.01	6.48
72	PLAINVILLE **	NB ACC FR RTE 372 TO RTE 372(FORESTVILLE AVE) (INCL RAMPS)	4.32	6.34	2.02	3.03	9.51
72	PLAINVILLE **	SB-ACC WB I-84 TO RTE 372(FORESTVILLE AVE) (INCL RAMPS)	4.13	6.34	2.21	2.67	12.18
72	BRISTOL	BLAKESLEE ST TO RTE 69 (WEST ST)	8.56	9.88	1.32	1.54	13.72
84	EAST HARTFORD **	WB ACC FR SR 518 (ROBERTS ST) TO EXIT 56 NB SR 500 (INC RAMPS)	63.63	64.39	0.76	2.24	15.96
91	HARTFORD **	.17 MI SO UP PEDESTRIAN WALK TO .14 SO JCT EB SR 598 (INCL RAMPS)	37.66	38.71	1.05	4.08	20.04
99	WETHERSFIELD **	OXFORD ST TO HARTFORD TL (INCL RAMPS TO RTE 15)	10.06	10.64	0.58	1.65	21.69
157	MIDDLETOWN	MIDDLEFIELD TOWN LINE TO ROUTE 66 (WASHINGTON ST)	5.22	6.86	1.64	1.64	23.33
322	SOUTHINGTON **	ACC TO EB I-84 TO UP RTE 10 (CHESHIRE RD)	6.27	7.34	1.07	1.48	24.81
571	BERLIN **	RTE 71A (HIGH RD) TO EB-RTE 9 SB(KOREAN WAR VET MEM HWY)	0.00	1.52	1.52	2.91	27.72
SECTION 13 TOTALS====>					17.72	27.72	
DISTRICT 1 TOTALS====>					40.41	53.23	

# Attachment 5

## DISTRICT 2

RTE	TOWN(S)	TERMINI	BGN LOG	END LOG	LOG	2-LANE	CUM
			MILES	MILES	LENGTH	MILES	MILES
SECTION 21							
395 N/S	THOMPSON **	PUTNAM TL TO THE MASS SL (INCLUDING RAMPS)	47.78	54.69	6.91	13.66	13.66
12	PLAINFIELD	GRISWOLD TL TO OP MILL BK	23.44	26.29	2.85	2.85	16.51
66	WINDHAM **	SR 661 TO TUCKIE RD	36.21	38.24	2.03	2.03	18.54
97	POMFRET	S JCT US 44 TO RT 169	24.69	29.14	4.45	4.45	22.99
SECTION 21 TOTALS====>						16.24	22.99
SECTION 23							
165	NORWICH	PRESTON	RTE 2 TO RTE 164	0.00	5.16	5.16	5.16
201	NORTH STONINGTON		STONINGTON TL TO RTE 2	1.94	4.13	2.19	7.35
627	NORTH STONINGTON		RTE 201 TO RTE 2	0.00	0.91	0.91	8.26
32	NORWICH **		MONTVILLE TL TO RTE 82	9.80	12.15	2.35	10.61
156	LYME	OLD LYME	RTE 82 TO W/B JCT US 1	0.00	8.44	8.44	19.05
153	WESTBROOK		US 1 TO THE ESSEX TL	0.00	3.02	3.02	22.07
213	WATERFORD	NEW LONDON	RTE 156 TO US 1	0.00	6.66	6.66	28.73
12	LISBON	GRISWOLD	ACC TO NB I-395 TO CANTERBURY TL	19.55	23.44	3.89	32.65
SECTION 23 TOTALS====>						32.62	32.65
DISTRICT 2 TOTALS====>						48.86	55.64

Attachment 5

DISTRICT 3

RTE	TOWN(S)	TERMINI	BGN LOG	END LOG	LOG	2-LANE	CUM
			MILES	MILES	LENGTH	MILES	MILES
SECTION 31							
1	BRANFORD **	EAST HAVEN TL TO ORCHARD HILL RD	52.16	53.49	1.33	2.80	2.80
122	WEST HAVEN **	SR 745 TO BGN OVL P US 1	0.00	0.90	0.90	1.26	4.06
121	MILFORD	ORANGE RTE 1 TO ROUTE 34	0.00	5.66	5.66	5.67	9.73
80	NORTH BRANFORD	.01 MI W/O CHAPEL ST TO GUILFORD TL	6.41	8.08	1.67	1.67	11.40
150	WALLINGFORD **	SOUTH ELM ST TO RIVER RD	4.65	5.75	1.10	1.28	12.68
68	CHESHIRE **	WALLINGFORD ** RTE 70 (SOUTH MERIDEN RD) TO BGN AMTRAK & US 5 (01867)	10.76	14.59	3.83	5.05	17.73
1	NEW HAVEN **	WEST HAVEN TL TO CHURCH ST SOUTH #1 (LOCAL)	46.53	47.67	1.14	4.06	21.79
10	CHESHIRE **	HAMDEN TL TO RTE 42 (EB) (NO BROOKSVALE RD)	13.97	15.77	1.80	1.96	23.75
454	SHELTON	RTE 110 (HOWE AVE) TO BIRCHBANK RD #1	0.00	1.89	1.89	1.89	25.64
SECTION 31 TOTALS====>						19.32	25.64
SECTION 33							
137	STAMFORD **	US 1 (SB) (TRESSER BLVD) TO HIGH RIDGE RD #1	0.00	1.83	1.83	4.23	4.23
1	MILFORD **	SCHOOL HOUSE RD TO WEST RIVER ST (ONE-WAY SB) (OMIT LOG MI 38.34 - 38.84 PROJ. 83-247 (2014))	37.03	39.03	1.50	3.34	7.57
106	WILTON	NEW CANAAN TL TO BELDEN HILL RD	9.10	11.03	1.93	1.93	9.50
136	DARIEN	NORWALK US 1 (BOSTON POST RD) TO HIGHLAND AVE #2	0.00	2.32	2.32	2.34	11.84
137	STAMFORD **	HIGH RIDGE RD #1 TO TO ACC TO SB RTE 15	1.83	4.61	2.78	6.51	18.35
1	WESTPORT **	FAIRFIELD ** SSR 476 (NB) SHERWOOD ISLAND CONNECTOR TO KINGS LANE	20.81	23.52	2.71	5.47	23.82
113	STRATFORD	OAK BLUFF AVE (DE) (LOCAL) TO US 1 (BARNUM AVE) (NB)	2.33	6.48	4.15	5.08	28.90
SECTION 33 TOTALS====>						17.22	28.90
DISTRICT 3 TOTALS====>						36.54	54.54

# Attachment 5

## DISTRICT 4

RTE	TOWN(S)		TERMINI	BGN LOG	END LOG	LOG	2-LANE	CUM	
				MILES	MILES	LENGTH	MILES	MILES	
SECTION 41									
167	FARMINGTON	AVON	SIMSBURY	RTE 4 TO US 44	0.00	4.96	4.96	5.01	5.01
827	KENT			NEW MILFORD TL TO RTE 341	0.00	3.44	3.44	3.46	8.47
128	SHARON	CORNWALL		US 7 TO RTE 4	0.00	4.03	4.03	4.10	12.57
7	SHARON	SALISBURY		RTE 128 TO CANAAN TL	64.20	69.00	4.80	4.80	17.37
44	SALISBURY			NEW YORK SL TO W JCT RTE 41	0.00	3.06	3.06	3.06	20.43
183	TORRINGTON	WINCHESTER		RTE 4 TO US 44	0.00	8.21	8.21	8.46	28.89
SECTION 41 TOTALS====>							28.50	28.89	
SECTION 43									
847	WATERBURY			FRENCH ST TO SOUTH MAIN ST	3.05	3.70	0.65	0.91	0.91
68	PROSPECT	CHESHIRE		RTE 69 TO RT 70 (WATERBURY RD)	4.28	7.67	3.39	3.42	4.33
55	SHERMAN	NEW MILFORD		NEW YORK SL TO US 7 (KENT RD)	0.00	2.64	2.64	2.64	6.97
39	SHERMAN			NEW FAIRFIELD TL TO BGN OVLP RTE 37	14.51	17.92	3.41	3.41	10.38
4	BURLINGTON			RTE 69 (SB)(MILFORD ST) TO RTE 179 (CANTON RD)	33.45	36.24	2.79	2.93	13.31
6	BRISTOL			PLYMOUTH TL TO SHERMAN ST	44.64	46.50	1.86	2.10	15.41
6	DANBURY **	BETHEL **	NEWTOWN **	SR911 TO W JUNCTION RTE 25 MAIN ST	8.44	11.56	3.12	3.95	19.36
911	DANBURY			US 6 WB (NEWTOWN RD) TO US 6 E/B	0.00	0.14	0.14	0.30	19.66
822	RIDGEFIELD			NEW YORK SL TO RTE 35 (MAIN ST)	0.00	3.62	3.62	3.62	23.28
317	ROXBURY			RTE 67 (SOUTHBURY RD) TO WOODBURY TL	0.00	2.73	2.73	2.73	26.01
816	NEWTOWN			US 6 (CHURCH HILL RD) TO WASHINGTON ST	0.00	0.57	0.57	0.57	26.58
6	NEWTOWN			RTE 25 TO CONNERS RD	14.26	15.00	0.74	0.91	27.49
SECTION 43 TOTALS====>							25.66	27.49	
DISTRICT 4 TOTALS====>							54.16	56.38	
STATEWIDE TOTALS====>							179.97	219.79	