TABLE OF CONTENTS OF SPECIAL PROVISIONS

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

Table of Contents

CONTRACT TIME AND LIQUIDATED DAMAGES 5
NOTICE TO CONTRACTOR - PAVEMENT MARKINGS 11
NOTICE TO CONTRACTOR - OTHER CONSTRUCTION PROJECTS 15
NOTICE TO CONTRACTOR - USE OF STATE POLICE OFFICERS 16
NOTICE TO CONTRACTOR - VOLUNTARY PARTNERING 17
NOTICE TO CONTRACTOR - CONNECTICUT DEPARTMENT OF 18
TRANSPORTATION DISCLAIMER 18
NOTICE TO CONTRACTOR - GORE AREAS 19
NOTICE TO CONTRACTOR - VEHICLE EMISSIONS 20
NOTICE TO CONTRACTOR - TRAFFIC DRUMS AND TRAFFIC CONES 22
NOTICE TO CONTRACTOR - NCHRP 350 REQ. FOR WORK ZONE 23
TRAFFIC CONTROL DEVICES 23
SECTION 1.02 - PROPOSAL REQUIREMENTS AND CONDITIONS 24
SECTION 1.03 - AWARD AND EXECUTION OF CONTRACT 25
SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES 27
SECTION 1.08 - PROSECUTION AND PROGRESS 29
ON-THE-JOB TRAINING (OJT) WORKFORCE DEVELOPMENT PILOT 47
D.B.E. SUBCONTRACTORS AND MATERIAL SUPPLIERS OR 51
MANUFACTURERS 51
ITEM #0406300A - 50 MIL PAVEMENT MARKING GROOVE 5” WIDE 65
ITEM #0406302A - 50 MIL PAVEMENT MARKING GROOVE 7” WIDE 65
ITEM #0406307A - 50 MIL PAVEMENT MARKING GROOVE 9” WIDE 65
ITEM #0406313A - 50 MIL PAVEMENT MARKING GROOVE 13” WIDE 65
ITEM #0969070A - CONSTRUCTION FIELD OFFICE FURNISHINGS 67
AND EQUIPMENT 67
ITEM #0970006A - TRAFFICPERSON (MUNICIPAL POLICE OFFICER) 71
ITEM #0970007A - TRAFFICPERSON (UNIFORMED FLAGGER) 71
ITEM #0971001A - MAINTENANCE AND PROTECTION OF TRAFFIC 74
ITEM #0980001A - CONSTRUCTION STAKING 103
ITEM #1131002A - REMOTE CONTROLLED CHANGEABLE MESSAGE 106
SIGN 106
ITEM #1210101A - 4” WHITE EPOXY RESIN PAVEMENT MARKINGS 109
ITEM #1210102A - 4” YELLOW EPOXY RESIN PAVEMENT MARKINGS 109
ITEM #1210103A - 6” WHITE EPOXY RESIN PAVEMENT MARKINGS 109
ITEM #1210104A - 8” WHITE EPOXY RESIN PAVEMENT MARKINGS 109
ITEM #1210105A - EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS 109
AND LEGENDS 109
ITEM #1210106A - 12” WHITE EPOXY RESIN PAVEMENT MARKINGS 109
ITEM #1220013A - CONSTRUCTION SIGNS - BRIGHT FLUORESCENT 110
SHEETING 110

SUPPLEMENTAL SPECIFICATIONS TO STANDARD SPECIFICATIONS FORM 816

Construction Contracts - Required Contract Provisions
(FHWA Funded Contracts)

Index

1. Federal Highway Administration (FHWA) Form 1273 (Revised May 1, 2012)

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

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

4. Requirements of Title 49, CFR , Part 26

5. Contract Wage Rates

6. Americans with Disabilities Act of 1990

7. Connecticut Statutory Labor Requirements

    a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
    b. Debarment List - Limitation on Awarding Contracts
    c. Construction Safety and Health Course
    d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
    e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)

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

9. Executive Orders (State of CT)

10. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)

11. Whistleblower Provision

12. Connecticut Freedom of Information Act

    a. Disclosure of Records
    b. Confidential Information

13. Service of Process

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

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

16. Forum and Choice of Law

17. Summary of State Ethics Laws

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

19. Campaign Contribution Restriction

20. Tangible Personal Property

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

22. Consulting Agreement Affidavit

Index of Exhibits

EXHIBIT A – FHWA Form 1273 (Begins on page 13)
EXHIBIT B – Title VI Contractor Assurances (page 34)
EXHIBIT C – Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity (page 35)
EXHIBIT D – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 42)
EXHIBIT E - Campaign Contribution Restriction (page 50)
EXHIBIT F – Federal Wage Rates (Attached at the end)
EXHIBIT G - State Wage Rates (Attached at the end)

DECEMBER 12, 2012
FEDERAL AID PROJECT NO. 000R(747)
STATE PROJECT NO. 173-424

EPOXY RESIN PAVEMENT
MARKING INSTALLATION ON
ROUTES I-91 & 1-95

Towns of Bridgeport, Darien, Fairfield, Guilford, Madison, North Haven,
Norwalk, Stamford, Stratford, Wallingford and Westport

Federal Aid Project No. 000R(747)

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004, as revised by the Supplemental Specifications dated July 2012 (otherwise referred to collectively as "ConnDOT Form 816") is hereby made part of this contract, as modified by the Special Provisions contained herein. The State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), May 14, 2010 edition or latest issue, is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available upon request from the Transportation Manager of Contracts. The Special Provisions relate in particular to the EPOXY RESIN PAVEMENT MARKING INSTALLATION ON ROUTES I-91 & 1-95 in the Towns of Bridgeport, Darien, Fairfield, Guilford, Madison, North Haven, Norwalk, Stamford, Stratford, Wallingford and Westport.

CONTRACT TIME AND LIQUIDATED DAMAGES

One Hundred Thirty One (131) calendar days will be allowed for completion of the work on this project and the liquidated damages charge to apply will be One Thousand Nine Hundred Dollars ($1,900.00) per calendar day.

LIQUIDATED DAMAGES PER HOUR

Route I-91 Northbound Within I-91 Project Limits 3 Lane Section		
If Working Periods Extends Into	1 Lane Closure	2 Lane Closure
1st Hour of Restrictive Period	$ 500	$ 500
2nd Hour of Restrictive Period	$ 500	$ 15,000
3rd Hour or any Subsequent Hour of Restrictive Period	$ 500	$ 40,000

Route I-91 Southbound Within I-91 Project Limits 3 Lane Section		
If Working Periods Extends Into	1 Lane Closure	2 Lane Closure
1st Hour of Restrictive Period	$ 500	$ 8,000
2nd Hour of Restrictive Period	$ 500	$ 40,000
3rd Hour or any Subsequent Hour of Restrictive Period	$ 500	$ 60,000

The above liquidated damages apply to those hours shown on the Limitation of Operations charts designated with a “3” or “E”.

For those hours on the Limitation of Operations charts designated with a "2", the liquidated damages shown above for "1 Lane Closure" shall apply when only one lane is open to traffic.

For each hour shown on the Limitation of Operations charts designated with an “E”, liquidated damages of $500 shall apply for each hour, or part thereof, if all available shoulder widths are not available to traffic.

Liquidated damages in the amount of $500 shall apply for each hour, or part thereof, that the Contractor interferes with existing traffic operations on any ramps or turning roadways during the non-allowable hours.

LIQUIDATED DAMAGES PER HOUR

Route I-95 Northbound Darien Project Limit to Exit 30 Off-Ramp 3 Lane Section		
If Working Periods Extends Into	1 Lane Closure	2 Lane Closure
1st Hour of Restrictive Period	$ 500	$ 500
2nd Hour of Restrictive Period	$ 500	$ 20,000
3rd Hour or any Subsequent Hour of Restrictive Period	$ 500	$ 60,000

Route I-95 Northbound Exit 30 Off-Ramp to Stratford Project Limit 3 Lane Section		
If Working Periods Extends Into	1 Lane Closure	2 Lane Closure
1st Hour of Restrictive Period	$ 500	$ 500
2nd Hour of Restrictive Period	$ 500	$ 15,000
3rd Hour or any Subsequent Hour of Restrictive Period	$ 500	$ 45,000

The above liquidated damages apply to those hours shown on the Limitation of Operations charts designated with a “3” or “E”.

For those hours on the Limitation of Operations charts designated with a "2", the liquidated damages shown above for "1 Lane Closure" shall apply when only one lane is open to traffic.

For each hour shown on the Limitation of Operations charts designated with an “E”, liquidated damages of $500 shall apply for each hour, or part thereof, if all available shoulder widths are not available to traffic.

Liquidated damages in the amount of $500 shall apply for each hour, or part thereof, that the Contractor interferes with existing traffic operations on any ramps or turning roadways during the non-allowable hours.

LIQUIDATED DAMAGES PER HOUR

Route I-95 Southbound Stratford Project Limit to Exit 30 On-Ramp 3 Lane Section		
If Working Periods Extends Into	1 Lane Closure	2 Lane Closure
1st Hour of Restrictive Period	$ 10,000	$ 45,000
2nd Hour of Restrictive Period	$ 20,000	$ 100,000
3rd Hour or any Subsequent Hour of Restrictive Period	$ 15,000	$ 100,000

Route I-95 Southbound Exit 30 On-Ramp to Stamford Project Limit 3 Lane Section		
If Working Periods Extends Into	1 Lane Closure	2 Lane Closure
1st Hour of Restrictive Period	$ 35,000	$ 90,000
2nd Hour of Restrictive Period	$ 60,000	$ 100,000
3rd Hour or any Subsequent Hour of Restrictive Period	$ 60,000	$ 100,000

The above liquidated damages apply to those hours shown on the Limitation of Operations charts designated with a “3” or “E”.

For those hours on the Limitation of Operations charts designated with a "2", the liquidated damages shown above for "1 Lane Closure" shall apply when only one lane is open to traffic.

For each hour shown on the Limitation of Operations charts designated with an “E”, liquidated damages of $500 shall apply for each hour, or part thereof, if all available shoulder widths are not available to traffic.

Liquidated damages in the amount of $500 shall apply for each hour, or part thereof, that the Contractor interferes with existing traffic operations on any ramps or turning roadways during the non-allowable hours.

LIQUIDATED DAMAGES PER HOUR

Route I-95 Northbound Guilford Project Limit to Exit 59 Off-Ramp 2 Lane Section	
If Working Periods Extends Into	1 Lane Closure
1st Hour of Restrictive Period	$ 500
2nd Hour of Restrictive Period	$ 2,000
3rd Hour or any Subsequent Hour of Restrictive Period	$ 6,000

Route I-95 Northbound Exit 59 Off-Ramp to Madison Project Limit 2 Lane Section	
If Working Periods Extends Into	1 Lane Closure
1st Hour of Restrictive Period	$ 500
2nd Hour of Restrictive Period	$ 500
3rd Hour or any Subsequent Hour of Restrictive Period	$ 500

The above liquidated damages apply to those hours shown on the Limitation of Operations charts designated with a “2” or “E”.

For each hour shown on the Limitation of Operations charts designated with an “E”, liquidated damages of $500 shall apply for each hour, or part thereof, if all available shoulder widths are not available to traffic.

Liquidated damages in the amount of $500 shall apply for each hour, or part thereof, that the Contractor interferes with existing traffic operations on any ramps or turning roadways during the non-allowable hours.

LIQUIDATED DAMAGES PER HOUR

Route I-95 Southbound Madison Project Limit to Exit 58 On-Ramp 2 Lane Section	
If Working Periods Extends Into	1 Lane Closure
1st Hour of Restrictive Period	$ 500
2nd Hour of Restrictive Period	$ 5,000
3rd Hour or any Subsequent Hour of Restrictive Period	$ 10,000

Route I-95 Southbound Exit 58 On-Ramp to Guilford Project Limit 2 Lane Section	
If Working Periods Extends Into	1 Lane Closure
1st Hour of Restrictive Period	$ 15,000
2nd Hour of Restrictive Period	$ 50,000
3rd Hour or any Subsequent Hour of Restrictive Period	$ 70,000

The above liquidated damages apply to those hours shown on the Limitation of Operations charts designated with a “2” or “E”.

For each hour shown on the Limitation of Operations charts designated with an “E”, liquidated damages of $500 shall apply for each hour, or part thereof, if all available shoulder widths are not available to traffic.

Liquidated damages in the amount of $500 shall apply for each hour, or part thereof, that the Contractor interferes with existing traffic operations on any ramps or turning roadways during the non-allowable hours.

NOTICE TO CONTRACTOR - PAVEMENT MARKINGS

The Contractor shall install epoxy resin pavement markings on the mainline and all ramps and turning roadways on the following expressways within the limits indicated (All Mile Points (MP) are approximate):

- Route I-95 NB & SB in the Towns of Guilford and Madison between the State Street overpass (MP 60.51) and the Clinton Town Line (MP 66.71).
- Route I-95 NB in the Towns of Darien, Norwalk, Westport, Fairfield, Bridgeport, and Stratford from the Exit 10 off-ramp (MP 10.63) to 0.27 miles north of the Route 113 overpass (MP 33.46).
- Route I-95 SB in the Towns of Stamford, Darien, Norwalk, Westport, Fairfield, Bridgeport, and Stratford from 0.27 miles north of the Route 113 overpass (MP 33.46) to the Greenwich Avenue underpass (MP 7.30).
- Route I-91 NB & SB in the Towns of North Haven and Wallingford between the NB end of the Amtrak Railroad underpass (MP 8.41) and the Meriden Town Line (MP 17.15).

All existing pavement markings located within the project limits are to be replaced.

The Contractor shall identify and eradicate all preformed plastic pavement markings and replace them with epoxy resin pavement markings. The new epoxy resin pavement markings shall be installed during the same work period that the existing preformed plastic pavement markings are removed.

All pavement markings shall be installed in accordance with Section 12.10 – "Epoxy Resin Pavement Markings, Symbols, and Legends" of Form 816, 2004 edition.

All long line pavement markings on the mainline, ramps, and turning roadways (edge lines; broken, dotted and solid lane lines; and channelizing lines) shall be installed in a groove that is one inch wider than the width of the pavement marking and is 50 mils in depth as stated in the special provisions for Item Nos. 0406300A – 50 Mil Pavement Marking Groove 5" Wide, 0406302A – 50 Mil Pavement Marking Groove-7" Wide, 0406307A – 50 Mil Pavement Marking Groove-9" Wide, and 0406313A – 50 Mil Pavement Marking Groove-13" Wide.

The Contractor shall install the new epoxy resin pavement markings in the same locations as the existing epoxy resin pavement markings and in accordance with Standard Sheets TR-1210_01 – Pavement Markings (Durable Markings) for Divided Highways, TR-1210_02 – Pavement Markings (Durable Markings) for Divided Highways, and TR-1210_03 – Special Details and Pavement Markings for Two-Way Highways, unless indicated otherwise in the contract documents or by the Engineer.

The Pavement Marking Standard Sheets noted above were revised in July of 2010 to meet the requirements of the 2009 MUTCD. As a result, there are locations where the new pavement markings to be installed under this project will differ from the existing pavement markings. The

Contractor should become familiar with these Standard Sheets so that these locations can be identified and the correct type of markings installed. These locations include, but are not limited to, the following:

- On-ramp and off-ramp locations on Route I-91 and I-95 mainline. At these locations, the pavement markings shall be installed as shown on the appropriate detail(s) included on Standard Sheets TR-1210_01 – Pavement Markings (Durable Markings) for Divided Highways and/or TR-1210_02 – Pavement Markings (Durable Markings) for Divided Highways.
- Where applicable on off-ramps, the broken lane lines for turning lanes shall consist of a 9 ft space and a 3 ft line in accordance with the "Pavement Markings for Turning Lanes" detail located on Standard Sheet TR-1210_03 – Special Details and Pavement Markings for Two Way Highways.
- Climbing lanes. At these locations, the pavement markings shall be installed as shown on "Detail L – Typical Climbing Lane" that is included on Standard Sheet TR-1210_02 - Pavement Markings (Durable Markings) for Divided Highways.

The installation of 12" wide white dotted lane lines on expressway lane drops and lane splits as shown on Details F and I of Standard Sheet TR-1210_01 – Pavement Markings (Durable Markings) for Divided Highways shall be paid for under Item No. 1210106A – 12" White Epoxy Resin Pavement Markings. The installation of 12" wide white epoxy stop bars shall be paid for under Item No. 1210105A – Epoxy Resin Pavement Markings, Symbols, and Legends.

Also, the pavement markings for the Route I-95 NB Exit 27 and 27A off-ramps in Bridgeport shall be installed as shown on the Pavement Marking plan titled "I-95 NB in Vicinity of Exits 27 and 27A Off-Ramps" found at the end of this NTC.

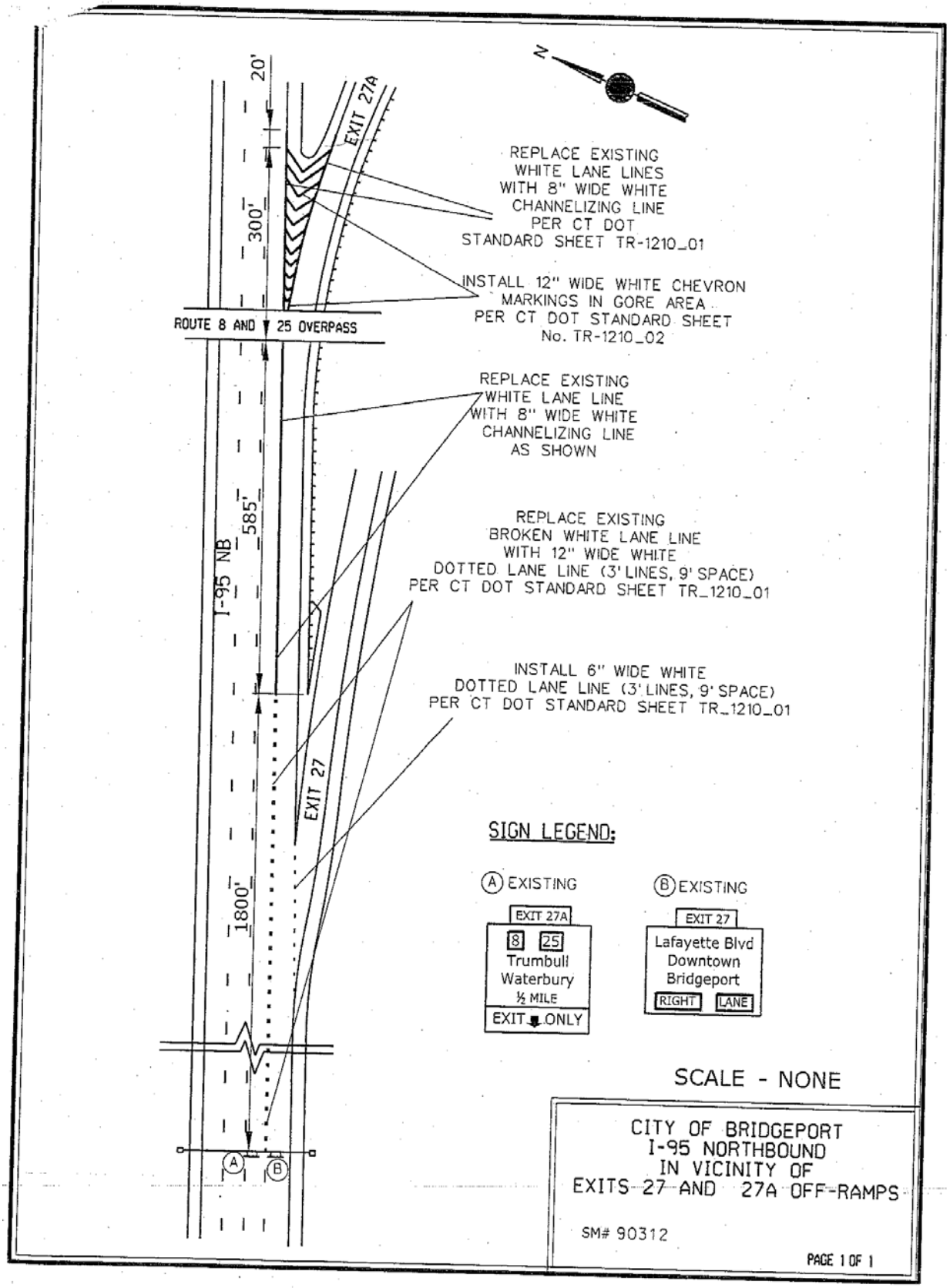
All existing pavement markings that will conflict with the new pavement markings shall be eradicated. Existing pavement markings that are removed during the grooving of the pavement surface for the installation of new pavement markings shall be paid for under the appropriate "50 Mil Pavement Marking Groove" item. The eradication of all other existing conflicting pavement markings shall be paid for under Item No. 1211001 – Removal of Pavement Markings.

Any layout necessary for the installation of new pavement markings at locations where the existing pavement markings are to be revised shall be paid for under Item No. 0980001A – Construction Staking.

Additional pavement markings, described below, are to be installed as follows:

- Two sets of pavement marking arrows consisting of a right turn pavement marking arrow and a left turn pavement marking arrow on the Route I-95 NB Exit 62 Off-Ramp in Madison. Install one set of markings at the start of the solid lane line (the end furthest from the stop bar) and the second set of markings approximately 120 feet from the stop bar in the dashed lane line section.
- A Wrong Way Pavement Marking Arrow on the Route I-91 NB Exit 14 off-ramp in Wallingford approximately 225 feet from the stop bar.

- One set of pavement marking arrows consisting of a right turn pavement marking arrow and a left turn pavement marking arrow on the Route I-91 SB Exit 12 Off-Ramp in North Haven. Install the markings at the start of the solid lane line (the end furthest from the stop bar).
- A Wrong Way Pavement Marking Arrow on the Route I-95 NB Exit 31 off-ramp in Norwalk approximately 225 feet from the stop bar.
- A Wrong Way Pavement Marking Arrow on the portion of the Route I-95 SB Exit 27 off-ramp that intersects with Lafayette Boulevard in Bridgeport approximately 375 feet from the stop bar.


N
20'
300'
585'
1800'
I-95 NB
EXIT 27A
EXIT 27
ROUTE 8 AND 25 OVERPASS
REPLACE EXISTING WHITE LANE LINES WITH 8" WIDE WHITE CHANNELIZING LINE PER CT DOT STANDARD SHEET TR-1210_01
INSTALL 12" WIDE WHITE CHEVRON MARKINGS IN GORE AREA PER CT DOT STANDARD SHEET No. TR-1210_02
REPLACE EXISTING WHITE LANE LINE WITH 8" WIDE WHITE CHANNELIZING LINE AS SHOWN
REPLACE EXISTING BROKEN WHITE LANE LINE WITH 12" WIDE WHITE DOTTED LANE LINE (3' LINES, 9' SPACE) PER CT DOT STANDARD SHEET TR_1210_01
INSTALL 6" WIDE WHITE DOTTED LANE LINE (3' LINES, 9' SPACE) PER CT DOT STANDARD SHEET TR_1210_01
SIGN LEGEND:
A EXISTING
EXIT 27A
8 25
Trumbull
Waterbury
½ MILE
EXIT ONLY
B EXISTING
EXIT 27
Lafayette Blvd
Downtown
Bridgeport
RIGHT LANE
A
B
SCALE - NONE
CITY OF BRIDGEPORT
I-95 NORTHBOUND
IN VICINITY OF
EXITS 27 AND 27A OFF-RAMPS
SM# 90312
PAGE 1 OF 1

NOTICE TO CONTRACTOR - OTHER CONSTRUCTION PROJECTS

The Contractor is hereby notified that other construction projects located within the limits of this project may be in construction at the same time as this project. The Contractor will be required to coordinate the installation of pavement markings at these locations with the other projects. The Contractor may be required to skip these locations, revise the existing markings to match the other project's pavement marking plans, and/or install those markings that are not being refreshed under the other projects.

A list of these potential locations include the following:

1. Route I-95 NB & SB in Darien: On and off-ramps to the existing Service Plazas.
2. Route I-95 NB & SB in Fairfield: On and off-ramps to the existing Service Plazas.
3. Route I-95 NB in Bridgeport: Exit 28 and 29 Off-Ramp.
4. Route I-95 NB & SB in Norwalk: Between the Route 7 interchange and the Exit 14 off-ramp.

Additional information regarding the potential locations will be distributed at the pre-construction meeting.

NOTICE TO CONTRACTOR - USE OF STATE POLICE OFFICERS

The Department will reimburse services of State Police Officers as a direct payment to the Department of Emergency Services and Public Protection. Payment for State Police Officers utilized by the Contractor for its convenience, not approved by the Engineer, is the responsibility of the Contractor. No separate payment item for State Police Officers is included in this contract.

Any costs associated with coordination and scheduling of State Police Officers will be included under the cost of Item No. 0971001A – Maintenance and Protection of Traffic.

NOTICE TO CONTRACTOR - VOLUNTARY PARTNERING

The Connecticut Department of Transportation (ConnDOT) intends to encourage the foundation of a cohesive partnership with the Contractor and its principal subcontractors on this project. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with plans and specifications.

This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnering will be agreed to by both parties and will be shared equally.

To implement this partner initiative, the Contractor and ConnDOT will meet and plan a partnering development seminar/team building workshop. At this planning session arrangements will be made to determine attendees at the workshop, agenda of the workshop, duration and location. Persons required to be in attendance will be the ConnDOT District Engineer and key project personnel, the Contractor's on-site project manager and key supervision personnel of both the prime and principal subcontractors. The project design engineers and key local government personnel will also be required to have Regional/District and Corporate/State level managers on the project team.

Follow-up workshops will be held periodically throughout the duration of the Contract as agreed by the Contractor and ConnDOT.

The establishment of a partnership charter on a project will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract.

ConnDOT and the Contractor will jointly select a facilitator to conduct the partnering workshops. The Contractor will obtain the services of the chosen facilitator and ConnDOT will reimburse the Contractor for fifty percent (50%) of the costs agreed to between ConnDOT and the Contractor.

NOTICE TO CONTRACTOR - CONNECTICUT DEPARTMENT OF TRANSPORTATION DISCLAIMER

Connecticut Department of Transportation bidding and other information and documents which are obtained through the Internet, World Wide Web Sites or other sources are not to be construed to be official information for the purposes of bidding or conducting other business with the Department.

It is the responsibility of each bidder and all other interested parties to obtain all bidding related information and documents from official sources within the Department.

Persons and/or entities which reproduce and/or make such information available by any means are not authorized by the Department to do so and may be liable for claims resulting from the dissemination of unofficial, incomplete and/or inaccurate information.

NOTICE TO CONTRACTOR - GORE AREAS

Gore areas will no longer be available for disposal of surplus material.

NOTICE TO CONTRACTOR - VEHICLE EMISSIONS

All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

The contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.

Idling of delivery and/or dump trucks, or other equipment shall not be permitted during periods of non-active use, and it should be limited to three minutes in accordance with the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed "to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

(i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,

(ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,

(iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,

(iv) To bring the mobile source to the manufacturer's recommended operating temperature,

(v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F),

(vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or

(vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed in close proximity (less than 50 feet (15 meters)) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to the Engineer for review and all comments are addressed prior to the commencement of any extensive construction work in close proximity (less than 50 feet (15 meters)) to sensitive receptors. The mitigation plan must address the control of vehicle emissions from all vehicles and construction equipment.

If any equipment is found to be in non-compliance with this specification, the contractor will be issued a Notice of Non-Compliance and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. If the contractor then does not comply, the Engineer shall withhold all payments for the work performed on any item(s) on which the non-conforming equipment was utilized for the time period in which the equipment was out of compliance.

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

NOTICE TO CONTRACTOR - TRAFFIC DRUMS AND TRAFFIC CONES

Traffic Drums and 42-inch (1 m) Traffic Cones shall have four six-inch (150 mm) wide stripes (two - white and two - orange) of flexible bright fluorescent sheeting.

The material for the stripes shall be one of the following, or approved equal:

- 3M Scotchlite Diamond Grade Flexible Work Zone Sheeting, Model 3910 for the white stripes and Model 3914 for the orange stripes,

- Avery Dennison WR-7100 Series Reboundable Prismatic Sheeting, Model WR-7100 for the white stripes and Model WR-7114 for the orange stripes.

NOTICE TO CONTRACTOR - NCHRP 350 REQ. FOR WORK ZONE TRAFFIC CONTROL DEVICES

CATEGORY 1 DEVICES (traffic cones, traffic drums, tubular markers, flexible delineator posts)

Prior to using the Category 1 Devices on the project, the Contractor shall submit to the Engineer a copy of the manufacturer's self-certification that the devices conform to NCHRP Report 350.

CATEGORY 2 DEVICES (construction barricades, construction signs and portable sign supports)

Prior to using Category 2 Devices on the project, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices (both sign and portable support tested together) conform to NCHRP Report 350 (TL-3).

Specific requirements for these devices are included in the Special Provisions.

Information regarding NCHRP Report 350 devices may be found at the following web sites:

FHWA: http://safety.fhwa.dot.gov/roadway_dept/road_hardware/index.htm

ATSSA: http://www.atssa.com/resources/NCHRP350Crashtesting.asp

NOTE: The portable wooden sign supports that have been traditionally used by most contractors in the State of Connecticut do NOT meet NCHRP Report 350 criteria and shall not be utilized on any project advertised after October 01, 2000.

CATEGORY 3 DEVICES (Truck-Mounted Attenuators & Work Zone Crash Cushions)

Prior to using Category 3 Devices on the project, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices conform to NCHRP Report 350.

SECTION 1.02 - PROPOSAL REQUIREMENTS AND CONDITIONS

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

Replace the third sentence of the last paragraph with:

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

SECTION 1.03 - AWARD AND EXECUTION OF CONTRACT

Article 1.03.07 – Insurance:

The first paragraph is revised as follows:

Before the Contract is executed, the Contractor must file with the Commissioner a certificate of insurance, fully executed by an insurance company or companies satisfactory to the Commissioner, on a form **acceptable to** the Department, for the insurance policy or policies required below, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Continuance of the required insurance during the entire term of the Contract shall be the responsibility of the Contractor and is a condition of the Contract.

Add the following after the second paragraph:

The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Contract.

Replace the like named paragraph with the following:

4. Owner's and Contractor's Protective Liability Insurance for and in the Name of the State:

With respect to the Contractor's Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the State, insurance which shall provide coverage of at least $1,000,000 for each accident or occurrence resulting in damages from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide an aggregate coverage of at least $2,000,000 for all pertinent damages arising during the policy period.

Delete subsections 8, 9 and 10 and replace them with the following:

8. Compensation:

There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to obtain and keep in effect any insurance or bonds in connection with the Project, but the cost thereof shall be considered included in the general cost of the Project work.

9. Protection and Indemnity Insurance for Marine Construction Operations in Navigable Waters:

If a vessel of any kind will be involved in Project work, the Contractor shall obtain the following additional insurance coverage:

A. Protection and Indemnity Coverage of at least $300,000 per vessel or equal to at least the value of hull and machinery, whichever is greater.

B. If there is any limitation or exclusion with regard to crew and employees under the protection and indemnity form, the Contractor must obtain and keep in effect throughout the Project a workers' compensation policy, including coverage for operations under admiralty jurisdiction, with a limit of liability of at least $300,000 per accident or a limit equal to at least the value of the hull and machinery, whichever is greater, or for any amount otherwise required by statute.

SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES

Article 1.07.05 - Load Restrictions:

Delete all three paragraphs and replace them with the following:

"(a) Vehicle Weights: This sub article will apply to travel both on existing pavements and pavements under construction. The Contractor shall comply with all legal load restrictions as to vehicle size, the gross weight of vehicles, and the axle weight of vehicles while hauling materials. Throughout the duration of the contract, the Contractor shall take precautions to ensure existing and newly installed roadway structures and appurtenances are not damaged by construction vehicles or operations.

Unless otherwise noted in contract specifications or plans, on and off road equipment of the Contractor, either loaded or unloaded, will not be allowed to travel across any bridge or on any highway when such a vehicle exceeds the statutory limit or posted limit of such bridge or highway. Should such movement of equipment become necessary the Contractor shall apply for a permit from the Department for such travel, as provided in the Connecticut General Statutes (CGS). The movement of any such vehicles within the project limits or detour routes shall be submitted to the Engineer for project record. Such permit or submittal will not excuse the Contractor from liability for damage to the highway caused by its equipment.

The Contractor is subject to fines, assessments and other penalties that may be levied as a result of violations by its employees or agents of the legal restrictions as to vehicle size and weight.

(b) Storage of Construction Materials/Equipment on Structures: Storage is determined to be non-operating equipment or material. The Contractor shall not exceed the statutory limit or posted limit for either an existing or new structure when storing materials and/or construction equipment. When a structure is not posted, then the maximum weight of equipment or material stored in each 12 foot wide travel lane of any given span shall be limited to 750 pounds per linear foot combined with a 20,000 pound concentrated load located anywhere within the subject lane. If anticipated storage of equipment or material exceeds the above provision, then the Contractor shall submit his proposal of storage supported by calculations stamped by a Professional Engineer registered in the State of Connecticut, to the Engineer for approval 14 days prior to the storage operation. Operations related to structural steel demolition or erection shall follow the guidelines under Section 6.03. All other submittals shall include a detailed description of the material/equipment to be stored, the quantity of storage if it is stockpiled materials, the storage location, gross weight with supporting calculations if applicable, anticipated duration of storage, and any environmental safety, or traffic protection that may be required. Storage location on the structure shall be clearly defined in the field. If structures are in a state of staged construction or demolition, additional structural analysis may be required prior to authorization of storage."

Article 1.07.10 - Contractor's Duty to Indemnify the State against Claims for Injury or Damage:

Add the following after the only paragraph:

"It is further understood and agreed by the parties hereto, that the Contractor shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Contractor, unless requested to do so by the State."

SECTION 1.08 - PROSECUTION AND PROGRESS

Article 1.08.01 – Transfer of Work or Contract: *Add the following after the last paragraph:*

The Contractor shall pay the subcontractor for work performed within thirty (30) days after the Contractor receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all the subcontractor's work.

For the purpose of this Item, satisfactory completion shall have been accomplished when:

(1) The subcontractor has fulfilled the contract requirements of both the Department and the subcontract for the subcontracted work, including the completion of any specified material and equipment testing requirement or plant establishment period and the submission of all submittals (i.e.: certified payrolls, material samples and certifications, required state and federal submissions, etc.) required by the specifications and the Department, and
(2) The work done by the subcontractor has been inspected and approved by the Department and the final quantities of the subcontractor's work have been determined and agreed upon.

If the Contractor determines that a subcontractor's work is not complete, the Contractor shall notify the subcontractor and the Engineer, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Engineer within twenty-one (21) days of the subcontractor's request for release of retainage.

The Engineer will institute administrative procedures to expedite the determination of final quantities for the subcontractor’s satisfactorily completed work.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 1.07.12, "Contractor's Responsibility for Work."

The inspection and approval of the subcontractor’s work does not release the subcontractor from its responsibility for maintenance and other periods of subcontractor responsibility specified for the subcontractor’s items of work. Failure of a subcontractor to meet its maintenance, warranty and/or defective work responsibilities may result in a finding that the subcontractor is non-responsible on future subcontract assignments.

For any dispute regarding prompt payment or release of retainage, the alternate dispute resolution provisions of this article shall apply.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Contractor to comply with the provisions of this section may result in a finding that the Contractor is non-responsible on future projects.

Article 1.08.04 - Limitation of Operations - Add the following:

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

ROUTE I-91
ROUTE I-95

On the following State observed Legal Holidays:
New Year's Day
Good Friday, Easter*
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day**
Christmas Day

The following restrictions also apply:

On the day before and the day after any of the above Legal Holidays.

On the Friday, Saturday, and Sunday immediately preceding any of the above Holidays celebrated on a Monday.

On the Saturday, Sunday, and Monday immediately following any of the above Holidays celebrated on a Friday.

* From 6:00 a.m. the Thursday before the Holiday to 8:00 p.m. the Monday after the Holiday.

** From 6:00 a.m. the Wednesday before the Holiday to 8:00 p.m. the Monday after the Holiday.

During all other times
The Contractor shall maintain and protect traffic as shown on the accompanying "Limitation of Operations" charts, which dictate the minimum number of lanes that must remain open for each day of the week.

ROUTE I-91 NORTHBOUND AND SOUTHBOUND (Log Mile 8.41 to 17.15)

Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: I-91 Northbound Location: Within I-91 Project Limits Number of Through Lanes: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	1	1	1	1	1	1	1
1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	1	1	1	1	1	1	1
6 AM	E	E	E	E	E	1	1
7 AM	E	E	E	E	E	1	1
8 AM	E	E	E	E	E	2	1
9 AM	2	2	2	2	2	2	1
10 AM	2	2	2	2	2	2	2
11 AM	2	2	2	2	2	2	2
Noon	2	2	2	2	2	2	2
1 PM	2	2	2	2	2	2	2
2 PM	2	2	2	2	3	2	2
3 PM	E	E	E	E	E	2	2
4 PM	E	E	E	E	E	2	2
5 PM	E	E	E	E	E	2	2
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	1	1	1	2	2	2	2
10 PM	1	1	1	1	1	1	1
11 PM	1	1	1	1	1	1	1

Route: I-91 Southbound Location: Within I-91 Project Limits Number of Through Lanes: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	1	1	1	1	1	1	1
1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	1	1	1	1	1	1	1
6 AM	E	E	E	E	E	1	1
7 AM	E	E	E	E	E	2	1
8 AM	E	E	E	E	E	2	1
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	2	2
11 AM	2	2	2	2	2	2	2
Noon	2	2	2	2	2	2	2
1 PM	2	2	2	2	2	2	2
2 PM	2	2	2	2	2	2	2
3 PM	E	E	E	E	E	2	2
4 PM	E	E	E	E	E	2	2
5 PM	E	E	E	E	E	2	2
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	1	1	1	2	2	2	2
9 PM	1	1	1	1	2	1	2
10 PM	1	1	1	1	1	1	1
11 PM	1	1	1	1	1	1	1

On Holidays and within Holiday Periods, all Hours shall be 'E.' 'E' = maintain existing traffic operations = all available travel lanes, including exit only lanes, climbing lanes and all available shoulder widths shall be open to traffic during this period

RAMPS AND TURNING ROADWAYS

Maintain existing traffic operations on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

INTERSECTING ROADWAYS – NORTH HAVEN

Route 5 (Washington Avenue)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. & 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

INTERSECTING ROADWAYS - WALLINGFORD

Route 68 (Barnes Road)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. & 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

ROUTE I-95 NORTHBOUND (Log Mile 10.63 to 14.65 & 15.25 to 33.46)
ROUTE I-95 SOUTHBOUND (Log Mile 33.46 to 15.43 & 14.79 to 7.3)

Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: I-95 Northbound Location: Darien Project Limit to Exit 30 Off Ramp Number of Through Lanes: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	1	1	1	1	1	2	2
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	2	2	2	2	2	1	1
6 AM	E	E	E	E	E	2	1
7 AM	E	E	E	E	E	3	2
8 AM	E	E	E	E	E	E	2
9 AM	E	E	E	E	E	E	3
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	E	E	E	E	E	E	E
7 PM	E	E	E	E	E	E	E
8 PM	3	3	3	E	E	3	E
9 PM	3	3	3	3	E	3	E
10 PM	3	3	3	3	3	3	3
11 PM	2	2	2	2	3	2	2

Route: I-95 Northbound Location: Exit 30 Off Ramp to Stratford Project Limit Number of Through Lanes: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	2	2	2	2	2	2	2
1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	2	2	2	2	2	1	1
6 AM	E	E	E	E	E	2	1
7 AM	E	E	E	E	E	3	2
8 AM	E	E	E	E	E	3	2
9 AM	3	3	3	3	E	E	3
10 AM	3	3	3	3	E	E	3
11 AM	3	3	3	3	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	3
5 PM	E	E	E	E	E	E	3
6 PM	E	E	E	E	E	E	3
7 PM	E	E	E	E	E	3	3
8 PM	3	3	3	E	E	3	3
9 PM	3	3	3	3	3	3	3
10 PM	2	2	2	3	3	3	3
11 PM	2	2	2	2	2	2	2

On Holidays and within Holiday Periods, all Hours shall be 'E.' 'E' = maintain existing traffic operations = all available travel lanes, including exit only lanes, climbing lanes and all available shoulder widths shall be open to traffic during this period

Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: I-95 Southbound Location: Stratford Project Limit to Exit 30 On Ramp Number of Through Lanes: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	1	1	1	1	1	1	1
1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	2	2	2	2	2	1	1
6 AM	E	E	E	E	E	2	1
7 AM	E	E	E	E	E	3	2
8 AM	E	E	E	E	E	3	2
9 AM	E	E	E	E	E	3	3
10 AM	E	E	E	E	E	E	3
11 AM	3	3	3	3	3	E	E
Noon	3	3	3	3	3	E	E
1 PM	3	3	3	3	3	E	E
2 PM	3	3	3	3	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	3
6 PM	3	3	3	3	3	3	3
7 PM	3	3	3	3	3	3	3
8 PM	2	2	2	2	2	3	3
9 PM	2	2	2	2	2	2	3
10 PM	2	2	2	2	2	2	2
11 PM	1	1	1	1	2	2	2

Route: I-95 Southbound Location: Exit 30 On Ramp to Stamford Project Limit Number of Through Lanes: 3							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	1	1	1	1	1	1	2
1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	2	2	2	2	2	2	1
6 AM	E	E	E	E	E	2	1
7 AM	E	E	E	E	E	3	2
8 AM	E	E	E	E	E	3	2
9 AM	E	E	E	E	E	E	3
10 AM	E	E	E	E	E	E	E
11 AM	E	E	E	E	E	E	E
Noon	E	E	E	E	E	E	E
1 PM	E	E	E	E	E	E	E
2 PM	E	E	E	E	E	E	E
3 PM	E	E	E	E	E	E	E
4 PM	E	E	E	E	E	E	E
5 PM	E	E	E	E	E	E	E
6 PM	E	E	E	E	E	E	E
7 PM	3	3	3	3	3	3	E
8 PM	3	3	3	3	3	3	E
9 PM	2	2	2	2	3	3	E
10 PM	2	2	2	2	2	3	3
11 PM	2	2	2	2	2	2	2

On Holidays and within Holiday Periods, all Hours shall be 'E.' 'E' = maintain existing traffic operations = all available travel lanes, including exit only lanes, climbing lanes and all available shoulder widths shall be open to traffic during this period

RAMPS & TURNING ROADWAYS

I-95 SB On-Ramp from SSR 493 (Washington Blvd.)
I-95 SB Exit 8 On-Ramp from Atlantic Street
Maintain existing traffic operations on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 7:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

I-95 NB Exit 15 On-Ramp from Route 7 SB
I-95 NB Exit 30 Off-Ramp to Route 113(Lordship Boulevard)
Maintain existing traffic operations on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 12:00 p.m. and 7:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

I-95 SB Exit 27 On-Ramp from Route 8 & 25 SB
I-95 NB Exit 27 On-Ramp from Route 8 & 25 SB
Shared Section of I-95 NB Exit 27 On-Ramp from Route 8 & 25 SB and On-Ramp from Lafayette Street
Shared Section of I-95 Exit 15 SB Off-Ramp to Route 7 & West Avenue
Maintain existing traffic operations on:
Monday through Friday between 5:00 a.m. and 8:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

I-95 SB Exit 16 On-Ramp from East Avenue
I-95 NB Exit 16 Off-Ramp to East Avenue
I-95 SB Exit 27A Off-Ramp to Routes 8 & 25 NB
Maintain existing traffic operations on:
Monday through Friday between 7:00 a.m. and 9:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

I-95 SB Exit 8 Off-Ramp to Elm Street
Maintain existing traffic operations on:
Monday through Friday between 6:00 a.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:

All other times

I-95 NB Exit 27A Off-Ramp to Routes 8 & 25 NB

Maintain existing traffic operations on:
Monday through Friday between 6:00 a.m. and 11:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

All Other Ramps and Turning Roadways

Maintain existing traffic operations on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

INTERSECTING ROADWAYS - STAMFORD

Canal Street
Atlantic Street
Route 493 (Washington Blvd.)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 10:00 a.m. & between 3:00 p.m. & 8:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

Elm Street
Route 1 (East Main Street)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

North State Street (1 Way Westbound)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

Seaside Avenue

Maintain the existing number of lanes of traffic, including turning lanes, on:

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. & 8:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

INTERSECTING ROADWAYS - DARIEN

Noroton Avenue

Route 136 (Tokeneke Road)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. & 8:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

Route 1 (Boston Post Road)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. & 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least two lanes of traffic in the southbound direction and at least one lane of traffic in the northbound direction on:
Monday through Friday between 9:00 a.m. and 3:00 p.m. & between 6:00 p.m. and 9:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

INTERSECTING ROADWAYS - NORWALK

Route 1 (Connecticut Avenue)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. & 7:00 p.m.

Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least two lanes of traffic in the southbound direction and at least one lane of traffic in the northbound direction on:
Monday through Friday between 9:00 a.m. and 3:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

West Avenue

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 10:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

East Avenue

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. & 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least two lanes of traffic in the northbound direction and one lane of traffic in the southbound direction on:
Monday through Friday between 9:00 a.m. and 3:00 p.m. & between 6:00 p.m. and 9:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

INTERSECTING ROADWAYS – WESTPORT

Route 33 (Saugatuck Avenue)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 7:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

SR 476 (Sherwood Island Connector)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.

Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

INTERSECTING ROADWAYS – FAIRFIELD

Route 1 (Post Road)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 10:00 a.m. & between 3:00 p.m. & 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least two lanes of traffic in the northbound direction and one lane of traffic in the southbound direction on:
Monday through Friday between 10:00 a.m. and 3:00 p.m. & between 6:00 p.m. and 8:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

Mill Plain Road
Route 135 (North Benson Road)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 10:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

Route 1 (Kings Highway Cut Off) One Way Sections

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 7:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

Route 1 (Kings Highway Cut Off) Bidirectional Traffic Sections

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

INTERSECTING ROADWAYS – BRIDGEPORT

Commerce Drive

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 10:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

Route 130 (Fairfield Avenue & Hollister Avenue)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 10:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

Wordin Avenue
LaFayette Boulevard

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

Myrtle Avenue

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

Seaview Avenue (One Lane in Each Direction)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.

Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

Seaview Avenue (Two Lanes in Each Direction)
Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

All Other Roadways
Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

INTERSECTING ROADWAYS – STRATFORD

Route 113 (Lordship Boulevard)
Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

West Broad Street (One Way Westbound at Traffic Circle)
Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

Linden Avenue
West Broad Street (Bidirectional Traffic)
Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

Beardsley Avenue (One Lane, One Way Section)

Maintain one lane of traffic at all times.

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

ROUTE I-95 NORTHBOUND & SOUTHBOUND (Log Mile 60.51 to 66.71)

Limitations of Operations Chart
Minimum Number of Lanes to Remain Open

Route: I-95 Northbound Location: Guilford Project Limit to Exit 59 Off Ramp Number of Through Lanes: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	1	1	1	1	1	1	1
1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	1	1	1	1	1	1	1
6 AM	E	E	E	E	E	1	1
7 AM	E	E	E	E	E	2	1
8 AM	E	E	E	E	E	2	1
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	2
11 AM	2	2	2	2	2	E	E
Noon	2	2	2	2	E	E	E
1 PM	2	2	2	2	E	E	E
2 PM	2	2	2	2	E	2	2
3 PM	E	E	E	E	E	2	2
4 PM	E	E	E	E	E	2	2
5 PM	E	E	E	E	E	2	2
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	1	1	1	2	2	2	1
10 PM	1	1	1	1	2	1	1
11 PM	1	1	1	1	1	1	1

Route: I-95 Northbound Location: Exit 59 Off Ramp to Madison Project Limit Number of Through Lanes: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	1	1	1	1	1	1	1
1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	1	1	1	1	1	1	1
6 AM	E	E	E	E	E	1	1
7 AM	E	E	E	E	E	2	1
8 AM	E	E	E	E	E	2	1
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	E	2
11 AM	2	2	2	2	2	E	2
Noon	2	2	2	2	E	E	2
1 PM	2	2	2	2	E	E	2
2 PM	2	2	2	2	E	2	2
3 PM	E	E	E	E	E	2	2
4 PM	E	E	E	E	E	2	2
5 PM	E	E	E	E	E	2	2
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	2	2	2	2	2	2	2
9 PM	1	1	1	1	2	2	1
10 PM	1	1	1	1	1	1	1
11 PM	1	1	1	1	1	1	1

On Holidays and within Holiday Periods, all Hours shall be 'E.' 'E' = maintain existing traffic operations = all available travel lanes, including exit only lanes, climbing lanes and all available shoulder widths shall be open to traffic during this period

Limitation of Operations Chart
Minimum Number of Lanes to Remain Open

Route: I-95 Southbound Location: Madison Project Limit to Exit 58 On Ramp Number of Through Lanes: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	1	1	1	1	1	1	1
1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	1	1	1	1	1	1	1
6 AM	E	E	E	E	E	1	1
7 AM	E	E	E	E	E	1	1
8 AM	E	E	E	E	E	2	1
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	2	2
11 AM	2	2	2	2	2	2	2
Noon	2	2	2	2	2	2	2
1 PM	2	2	2	2	2	2	2
2 PM	2	2	2	2	2	2	2
3 PM	E	E	E	E	E	2	2
4 PM	E	E	E	E	E	2	2
5 PM	E	E	E	E	E	2	2
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	1	1	1	1	2	2	2
9 PM	1	1	1	1	1	2	2
10 PM	1	1	1	1	1	1	1
11 PM	1	1	1	1	1	1	1

Route: I-95 Southbound Location: Exit 58 On Ramp to Guilford Project Limit Number of Through Lanes: 2							
Hour Beginning	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mid	1	1	1	1	1	1	1
1 AM	1	1	1	1	1	1	1
2 AM	1	1	1	1	1	1	1
3 AM	1	1	1	1	1	1	1
4 AM	1	1	1	1	1	1	1
5 AM	1	1	1	1	1	1	1
6 AM	E	E	E	E	E	1	1
7 AM	E	E	E	E	E	1	1
8 AM	E	E	E	E	E	2	1
9 AM	2	2	2	2	2	2	2
10 AM	2	2	2	2	2	2	2
11 AM	2	2	2	2	2	2	2
Noon	2	2	2	2	2	2	2
1 PM	2	2	2	2	2	2	2
2 PM	2	2	2	2	2	2	2
3 PM	E	E	E	E	E	2	2
4 PM	E	E	E	E	E	2	2
5 PM	E	E	E	E	E	2	2
6 PM	2	2	2	2	2	2	2
7 PM	2	2	2	2	2	2	2
8 PM	1	1	1	1	2	2	2
9 PM	1	1	1	1	1	2	2
10 PM	1	1	1	1	1	1	1
11 PM	1	1	1	1	1	1	1

On Holidays and within Holiday Periods, all Hours shall be 'E.' 'E' = maintain existing traffic operations = all available travel lanes, including exit only lanes, climbing lanes and all available shoulder widths shall be open to traffic during this period

RAMPS AND TURNING ROADWAYS

Maintain existing traffic operations on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic on:
All other times

INTERSECTING ROADWAYS – GUILFORD

S.R. 718 (Goose Lane)

Maintain the existing number of lanes of traffic on:
Monday through Friday between 6:00 a.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

INTERSECTING ROADWAYS – MADISON

Route 79 (Durham Road)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 8:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

S.R. 450 (Hammonasset Connector)

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 8:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least one lane of traffic in each direction on:
All other times

All Other Roadways

Maintain the existing number of lanes of traffic, including turning lanes, on:
Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

Maintain at least an alternating one-way traffic operation on:
All other times

ADDITIONAL LANE CLOSURE RESTRICTIONS

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

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

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

Description

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

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

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

Funding

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

Minorities and Women

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

Assigning Training Goals

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

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

The dollar thresholds for training assignments are as follows:

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

Training Classifications

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

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

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

Measurement and Payment

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

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

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

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

www.ct.gov/dot

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

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

Revised – May 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the award and execution of the contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "CDOT" means the Connecticut Department of Transportation.

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

C. "Broker" is acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.

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

E. "Contractor," means consultant, second party or any other entity doing business with CDOT or, as the context may require, with another contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted contract" means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. “Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 CFR Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

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

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

1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;

ii. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

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

B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs ("49 CFR Part 26") as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this contract, the name of the liaison officer shall be furnished to the Division of Contract Compliance of CDOT, in writing.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under Paragraph III-B to be performed by other than the named DBE organization without concurrence from the Office of Construction, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.

F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit bids with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in Paragraph III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in Paragraph III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.

H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations, time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. Contract goal for DBE participation equaling **0** percent of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under contract in accordance with 49 CFR Part 26 Subpart C Section 26.55, as revised. **Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime contractor or its affiliate can not be counted toward the goal**.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. The low bidder shall indicate, in writing on the forms provided by CDOT, to the Manager of Contracts within 7 days after the bid opening, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from CDOT. **In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.**

D. The prime Contractor shall submit to the Manager of Construction Operations all requests for subcontractor approvals on the standard forms provided by CDOT.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal contract between the prime and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the DBE subcontractor must also be submitted to the Manager of Construction Operations with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.

2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the Rental Agreement must be submitted.

3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's Office of Construction which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's Office of Construction) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's Office of Construction in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform or is terminated for just cause the contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to CDOT's Office of Construction together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:

1. An executed Affidavit "Connecticut Department of Transportation (Office of Construction) Bureau of Highway" (sample attached), and

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

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

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

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

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

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

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a contract violation.

B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Manager of Contracts, which documents the specific good faith efforts that were made to meet the DBE goal. Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from subcontractors;

2. a statement setting forth all parts of the contract that are likely to be sublet.

3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal.

4. copies of all letters sent to DBEs;

5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;

6. a statement listing the dates and DBEs that were contacted by other means other than telephone and the result of each contact;

7. copies of letters received from DBEs in which they decline to bid;

8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;

9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

10. any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance and in the absence of other reasons not to grant the extension or make the award CDOT will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Manager of Contracts shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within 14 days of receipt of the documentation the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within 14 days from receipt of the Contractors request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. **If the reconsideration is denied the Contractor shall indicate in writing to the Manager of Contracts within 14 days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm’s good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE

participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
(OFFICE OF CONSTRUCTION)
BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS

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

State Project No.

Federal Aid Project No.

Description of Project

I, _____ , acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or corporation)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or corporation)
is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or Corporation)

for the provision of the materials and/or supplies sought by _____ .
(State Contractor)
If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

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

(Name of Corporation or Firm)

(Signature & Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

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

_____ _____
(Signature of Person Certifying) (Date)

ITEM #0406300A - 50 MIL PAVEMENT MARKING GROOVE 5” WIDE

ITEM #0406302A - 50 MIL PAVEMENT MARKING GROOVE 7” WIDE

ITEM #0406307A - 50 MIL PAVEMENT MARKING GROOVE 9” WIDE

ITEM #0406313A - 50 MIL PAVEMENT MARKING GROOVE 13” WIDE

Description:

Work under this item shall consist of grooving the pavement surface of a road or highway to provide a location to install pavement markings.

Construction Methods:

The Contractor shall establish control points for measuring offsets and establishing pre-marks so that the pavement marking groove will be correctly installed. The Engineer shall review and approve the locations prior to grooving the pavement.

The equipment shall be able to cut a groove 1 inch wider than the pavement marking 50 mils +/- 10 mils in depth.

The grooving equipment shall consist of a truck mounted free floating independent cutting or grinding head that will allow the head to follow irregularities in the pavement surface. The cutting or grinding head shall provide a relatively smooth cut with no irregularities on the bottom of the groove.

Grooves should not be installed on bare concrete bridge decks, metal bridge decks, bridge joints, at drainage structures, at loop detector sawcut locations, or in other areas identified by the Engineer.

The groove will be considered unacceptable if the alignment varies more then .25 inch in a 10 foot length, or if there are unsightly deviations to the groove, or if the alignment of the groove visibility deviates from the alignment of the road.

Method of Measurement:

This work will be measured for payment by the number of linear feet of groove installed in the pavement as ordered and accepted by the Engineer.

Basis of Payment:

This work will be paid for at the contract unit price per linear foot of "Pavement Marking Groove" installed in the pavement and accepted. This price shall include cleaning of the pavement, all materials, equipment, tools and labor incidental thereto.

Pay Item	Pay Unit
50 Mil Pavement Marking Groove 5" Wide	L.F.
50 Mil Pavement Marking Groove 7" Wide	L.F.
50 Mil Pavement Marking Groove 9" Wide	L.F.
50 Mil Pavement Marking Groove 13" Wide	L.F.

Item #0406300A
Item #0406302A
Item #0406307A
Item #0406313A

ITEM #0969070A - CONSTRUCTION FIELD OFFICE FURNISHINGS AND EQUIPMENT

Description: This item requires that all equipment, labor, materials, service contracts, maintenance, replacements, and incidental work necessary to maintain said equipment, be provided by the Contractor, for the duration of the work, and if necessary, for a maximum of ninety days thereafter. The equipment will be supplied for the exclusive use of ConnDOT forces and others who may be engaged to augment ConnDOT forces with relation to the contract. Ownership and liability of the equipment shall remain with the Contractor.

Materials/Supplies/Equipment: Materials, supplies and equipment shall be in like new condition as approved by the Engineer.

General Requirements: This item does not include an office, but does include the equipment indicated below.

The Contractor shall provide the additional equipment and/or services described in this specification to the satisfaction of the Engineer.

The following equipment shall be provided:

QTY	Description:
1	Digital Camera as specified below under Computer Hardware and Software. All supplies and maintenance shall be provided by the Contractor.
1	Cellular Phone as specified below under Computer Hardware and Software. All supplies, maintenance and service plans shall be provided by the Contractor.
1	Laptop computer as specified below under Computer Hardware and Software. All supplies and maintenance shall be provided by the Contractor.

The equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the equipment above listed above shall be provided by the Contractor for the duration of the project at no additional charge.

Computer Hardware and Software:

The ConnDOT Project Engineer will provide the Contractor with a copy of the current PC specifications as soon as possible after the contract is awarded.

Before ordering the computer hardware and software, the Contractor must submit a copy of their proposed PC specifications to the ConnDOT Project Engineer for review by the ConnDOT Data Center. If the specification meets or exceeds the minimum specifications listed below, then the Contractor will be notified that the order may be placed.

Arrangements must be made a minimum of 24 hours in advance of delivery of equipment to the Data Center. Arrangements should be made by calling 860-594-3500 and following the

instructions. All software, hardware and licenses listed below shall be clearly labeled, specifying the (1) Project No., (2) Contractor Name, (3) Project Engineer's Name and (4) Project Engineer's Phone No., and shall be delivered to the ConnDOT Data Center, 2710 Berlin Turnpike, Newington, CT, where it will be configured and prepared for field use. Installation if necessary will then be coordinated with ConnDOT field personnel.

The computer system furnished shall have all software and hardware necessary for the complete installation of the latest versions of the software listed, and therefore supplements the minimum specifications below. The Engineer reserves the right to expand or relax the specification to adapt to the software and hardware limitations and availability, the compatibility with current agency systems, and to provide the Department with a computer system that can handle the needs of the project. This requirement is to ensure that the rapid changing environment that computer systems have experienced does not leave the needs of the project orphan to what has been specified. **Price adjustment due to the change in the minimum system requirements will not be entertained.**

The Contractor shall provide the Engineer with a licensed copy registered in the Department's name of the latest versions of the software listed and maintain customer support services offered by each software producer for the duration of the Contract. The Contractor shall deliver to the Engineer all supporting documentation for the software and hardware including any instructions or manuals. The Contractor shall provide original backup media for the software.

The Contractor shall provide the computer system with all required supplies, maintenance and repairs (including labor and parts) throughout the Contract life.

Once the Contract has been completed, the computer will remain the property of the Contractor. Prior to the return of any computer(s) to the Contractor, field personnel will coordinate with the Data Center personnel for the removal of Department owned equipment, software, data, and associated equipment.

A) Digital Camera – Minimum Specification:

Optical – 5 mega pixel, with 3x optical zoom.
Memory – 16 GB.
Features – Date/time stamp feature.
Connectivity – USB cable or memory card reader.
Software – Must be compatible with Windows 7 Professional 64-Bit.
Power – Rechargeable battery and charger.

B) Laptop Computer – Minimum Specification:

Processor – Intel® Core i5 Processor (2.50 GHz, 1333 MHz FSB, 3M Cache)
Memory – 4 GB DIMM DDR3 1333MHz.
Screen – 14.0 inch LED anti-glare.
Graphics – Intel Graphics Media Accelerator 3000. or equivalent.
Hard Drive – 250 GB 7200 rpm hard drive (Western Digital, IBM or Seagate).

USB ports – Four (4).
Optical Drive – CD-RW/DVD-RW Combo.
Multimedia Package – Integrated microphone and speakers.
Integrated Network Adapter – comparable to 3COM PCI 10/100/1000 twisted pair Ethernet.
Wireless Network Adapter – Intel® Centrino a/b/g/n.
Card Reader – multi-card reader including SD.
Battery – Two (2) 9-cell batteries: 1-primary and 1-spare.
Power adapters – One (1) AC wall adapter and One (1) 12 Volt DC Auto adapter.
Mouse – Cordless laser 2-button mouse with scroll wheel.
Operating System – Windows 7 Professional 64-Bit Service Pack 1.
Application Software – MS Office 2010 Professional Edition.
Additional Software (Latest Releases, including subscription services for the life of the Contract.–

- Norton Anti-Virus,
- CD/DVD burning software (ROXIO or NERO),
- Adobe Acrobat Standard

Resource or Driver CD/DVD – CD/DVD with all drivers and resource information so that computer can be restored to original prior to shipment back to the contractor.
Carrying Case – Carrying case sized to carry laptop and accessories.

The Contractor is responsible for service and repairs to all computer hardware. All repairs must be performed with-in 48 hours. If the repairs require more than a 48 hours then a replacement must be provided. All supplies and maintenance for the computers, laptops, shall be provided by the Contractor.

Repair(s) or replacement(s) of equipment for any reason shall be provided at no additional cost to the State excluding the case stated below.

Major repair or replacement of equipment due to physical damage, shall be limited to not more than two (2) occurrences per unit.

If the number of occurrences of major repair or replacement of computer equipment exceed two (2) occurrences per unit, due to physical damage, the cost of the repair or replacement, excluding the Contractor's labor and equipment costs, shall be compensated on a Cost Plus basis under a separate item.

Communications:

The Contractor shall provide rugged cell phones with unlimited nation-wide calling plan that operates on the Verizon, ATT or Sprint networks. The phones should be capable of sending and receiving text messaging and shall also include voice mail. Additional features beyond those described shall be at no additional cost to the Department. Accessories for each cell phone shall include holster, AC wall charger, DC auto charger, and extended life battery.

Method of Measurement: The furnishing and maintenance of the construction field office furnishings and equipment will be measured for payment by the number of calendar months that the equipment is in place and in operation, measured to the nearest month.

There will not be a price adjustment due to a change in the minimum computer system requirements.

Basis of Payment: The furnishing and maintenance of the construction field office furnishings and equipment will be paid at the listed unit price per month for the respective item "Construction Field Office Furnishings and Equipment", which price shall include all material, equipment, labor, service contracts, licenses, repair or replacement of hardware and software, and work incidental thereto, as outlined in the various sections of this specification.

The State will be responsible for payment of data communication user fees and for toll calls by State personnel.

Pay Item	Pay Unit
Construction Field Office Furnishings and Equipment	Month

ITEM #0970006A - TRAFFICPERSON (MUNICIPAL POLICE OFFICER)
ITEM #0970007A - TRAFFICPERSON (UNIFORMED FLAGGER)

9.70.01—Description: Under this item the Contractor shall provide the services of Trafficpersons of the type and number, and for such periods, as the Engineer approves for the control and direction of vehicular traffic and pedestrians. Traffic persons requested solely for the contractor's operational needs will not be approved for payment.

9.70.03—Construction Method: Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficperson agency or firm, Engineer, and State Police, if applicable, to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project. A copy of the municipality's billing rates for Municipal Police Officers and vehicles, if applicable, will be provided to the Engineer prior to start of work.

On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required. In the event of an unplanned, emergency, or short term operation, the Engineer may approve the temporary use of properly clothed persons for traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficpersons, and such that Trafficperson services are no longer required, the Contractor will be responsible for payment at no cost to the Department of any show-up cost for any Trafficperson not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons assigned to a work site are to only take direction from the Engineer.

Trafficpersons shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches (50 millimeters). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the State.

A Trafficperson shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring a Trafficperson to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer.

Trafficpersons shall consist of the following types:

1. Uniformed Law Enforcement Personnel: Law enforcement personnel shall wear the high visibility safety garment provided by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting the requirements stated for the Uniformed Flaggers' garment.

Law Enforcement Personnel may be also be used to conduct motor vehicle enforcement operations in and around work areas as directed and approved by the Engineer.

Municipal Police Officers: Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables who perform criminal law enforcement duties from the Municipality in which the project is located. Their services will also include an official Municipal Police vehicle when requested by the Engineer. Uniformed Municipal Police Officers will be used on non-limited access highways. If Uniformed Municipal Police Officers are unavailable, other Trafficpersons may be used when authorized in writing by the Engineer.
Uniformed Municipal Police Officers and requested Municipal Police vehicles will be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the construction sites.

2. Uniformed Flagger: Uniformed Flaggers shall be persons who have successfully completed flagger training by the American Traffic Safety Services Association (ATSSA), National Safety Council (NSC) or other programs approved by the Engineer. A copy of the Flagger's training certificate shall be provided to the Engineer before the Flagger performs any work on the project. Uniformed Flaggers shall conform to Chapter 6E, Flagger Control, in the Manual of Uniformed Traffic Control Devices (MUTCD) and shall wear high-visibility safety apparel, use a STOP/SLOW paddle that is at least 18 inches (450 millimeters) in width with letters at least 6 inches (150 millimeters) high. The paddle shall be mounted on a pole of sufficient length to be 6 feet (1.8 meters) above the ground as measured from the bottom of the sign.

Uniformed Flaggers will only be used on non-limited access highways to control traffic operations when authorized in writing by the Engineer.

9.70.04—Method of Measurement: Services of Trafficpersons will be measured for payment by the actual number of hours for each person rendering services approved by the Engineer. These services shall include, however, only such trafficpersons as are employed within the limits of construction, project right of way of the project or along detours authorized by the Engineer to assist the motoring public through the construction work zone. Services for continued use of a detour or bypass beyond the limitations approved by the Engineer, for movement of construction vehicles and equipment, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

Trafficpersons shall not work more than twelve hours in any one 24 hour period. In case such services are required for more than twelve hours, additional Trafficpersons shall be furnished and measured for payment. In cases where the Trafficperson is an employee on the Contractor's payroll, payment under the item "Trafficperson (Uniformed Flagger)" will be made only for those hours when the Contractor's employee is performing Trafficperson services.

Travel time will not be measured for payment for services provided by Uniformed Municipal Police Officers or Uniformed Flaggers.

Mileage fees associated with Trafficperson services will not be measured for payment.

Safety garments and STOP/SLOW paddles will not be measured for payment.

9.70.05—Basis of Payment: Trafficpersons will be paid in accordance with the schedule described herein.
There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

1. Uniformed Law Enforcement Personnel: The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the bid price even though payment will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount for the contract.

The Department will pay the Contractor its actual costs for "Trafficperson (Municipal Police Officer)" plus an additional 5% as reimbursement for the Contractor's administrative expense in connection with the services provided.

The invoice must include a breakdown of each officer's actual hours of work and actual rate applied. Mileage fees associated with Trafficperson services are not reimbursable expenses and are not to be included in the billing invoice. The use of a municipal police vehicle authorized by the Engineer will be paid at the actual rate charged by the municipality. Upon receipt of the invoice from the municipality, the Contractor shall forward a copy to the Engineer. The invoice will be reviewed and approved by the Engineer prior to any payments. *Eighty (80%) of the invoice will be paid upon completion of review and approval. The balance (20%) will be paid upon receipt of cancelled check or receipted invoice, as proof of payment.* The rate charged by the municipality for use of a uniformed municipal police officer and/or a municipal police vehicle shall not be greater than the rate it normally charges others for similar services.

2. Uniformed Flagger: Uniformed flaggers will be paid for at the contract unit price per hour for "Trafficperson (Uniformed Flagger)", which price shall include all compensation, insurance benefits and any other cost or liability incidental to the furnishing of the trafficpersons ordered.

Pay Item	Pay Unit
Trafficperson (Municipal Police Officer)	est.
Trafficperson (Uniformed Flagger)	Hr.

ITEM #0971001A - MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 – Description is supplemented by the following:

The Contractor shall maintain and protect traffic as described by the following and as limited in the Special Provision "Prosecution and Progress":

ROUTE I-91
ROUTE I-95
The Contractor shall maintain and protect the minimum number of through lanes and shoulders as dictated in the Special Provision for Section 1.08 - Prosecution and Progress "Limitations of Operations - Minimum Number of Lanes to Remain Open" Chart, on a paved travel path not less than 12 feet in width per lane.

RAMPS AND TURNING ROADWAYS
The Contractor shall maintain and protect existing traffic operations.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall be allowed to maintain and protect a minimum of one lane of traffic, on a paved travel path not less than 12 feet in width.

INTERSECTING ROADWAYS
The Contractor shall maintain and protect the existing number of lanes of traffic, including turning lanes, each lane on a paved travel path not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall be allowed to maintain and protect at least the minimum number of lanes of traffic specified in the Special Provision for "Prosecution and Progress", each lane on a paved travel path not less than 11 feet in width.

The length of the alternating one-way traffic operation shall not exceed 300 feet and there shall be no more than one alternating one-way traffic operation within the project limits without prior approval of the Engineer.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS
The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed, unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

Article 9.71.03 - Construction Method is supplemented as follows:

GENERAL

The Contractor shall not store any material on-site which would present a safety hazard to motorists or pedestrians (e.g. fixed object or obstruct sight lines).

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

Construction vehicles entering travel lanes at speeds less than the posted speed are interfering with traffic, and shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds, in order to merge with existing traffic.

EXISTING SIGNING

The Contractor shall maintain all existing overhead and side-mounted signs throughout the project limits during the duration of the project.

SIGNING PATTERNS

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory. 42-inch traffic cones and approved traffic drums are to be utilized for lane closures on expressways, and 36-inch traffic cones and traffic drums are allowed on all other roadways.

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for 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 when required.

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 Section 1.08, Prosecution and Progress
- Review Section 9.70, Trafficpersons
- Review 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 advanced 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 advanced 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) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.

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 travelpath 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 be uncovered.

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 removed separately.

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.

5.f) TMAs should be paid in accordance with how the unit is utilized. When it is used as a TMA and is in the proper location as specified, and then it should be paid at the specified hourly rate for "Type 'D' Portable Impact Attenuation System". When the TMA is used as a Flashing Arrow, it should be paid at the daily rate for "High Mounted Internally Illuminated Flashing Arrow". If a TMA is used to install and remove a pattern and then is used as a Flashing Arrow, the unit should be paid as a "Type 'D' Portable Impact Attenuation System" for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove), and is also paid for the day as a "High Mounted Internally Illuminated Flashing Arrow".

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).

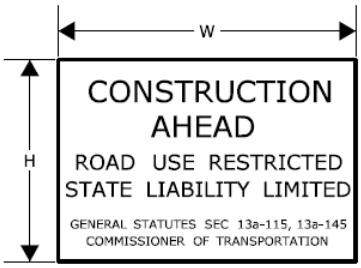
7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs. For special signs, please coordinate with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.

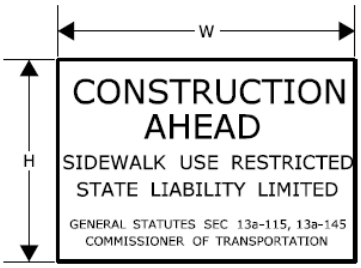
7.i) The messages that are allowed on the CMS are as follows:

Message No.	Frame 1	Frame 2	Message No.	Frame 1	Frame 2
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.

SERIES 16 SIGNS





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

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

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.

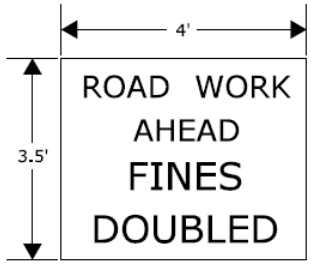
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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 NOT BE INSTALLED ON TOWN ROADS.

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.

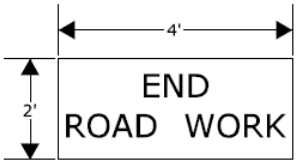
31-1906



"END ROAD WORK" SIGN

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

80-9612



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 11:35:43-04'00'
PRINCIPAL ENGINEER

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

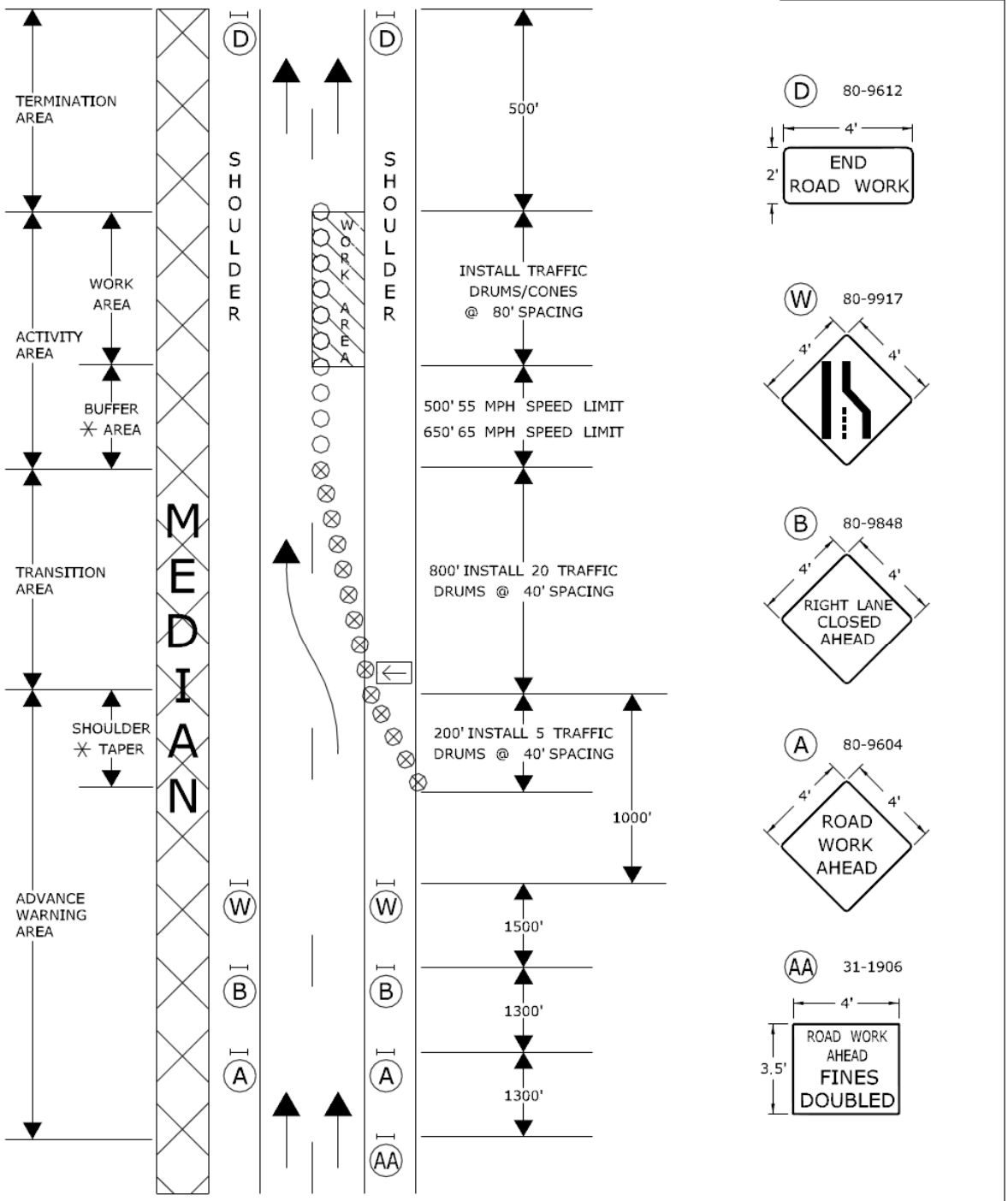
NOTES

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:50:35-04'00'
PRINCIPAL ENGINEER

WORK IN RIGHT LANE - MULTILANE HIGHWAY

SIGN FACE
126 SQ. FT (MIN.)



TRAFFIC CONE **OR** TRAFFIC DRUM
OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 1

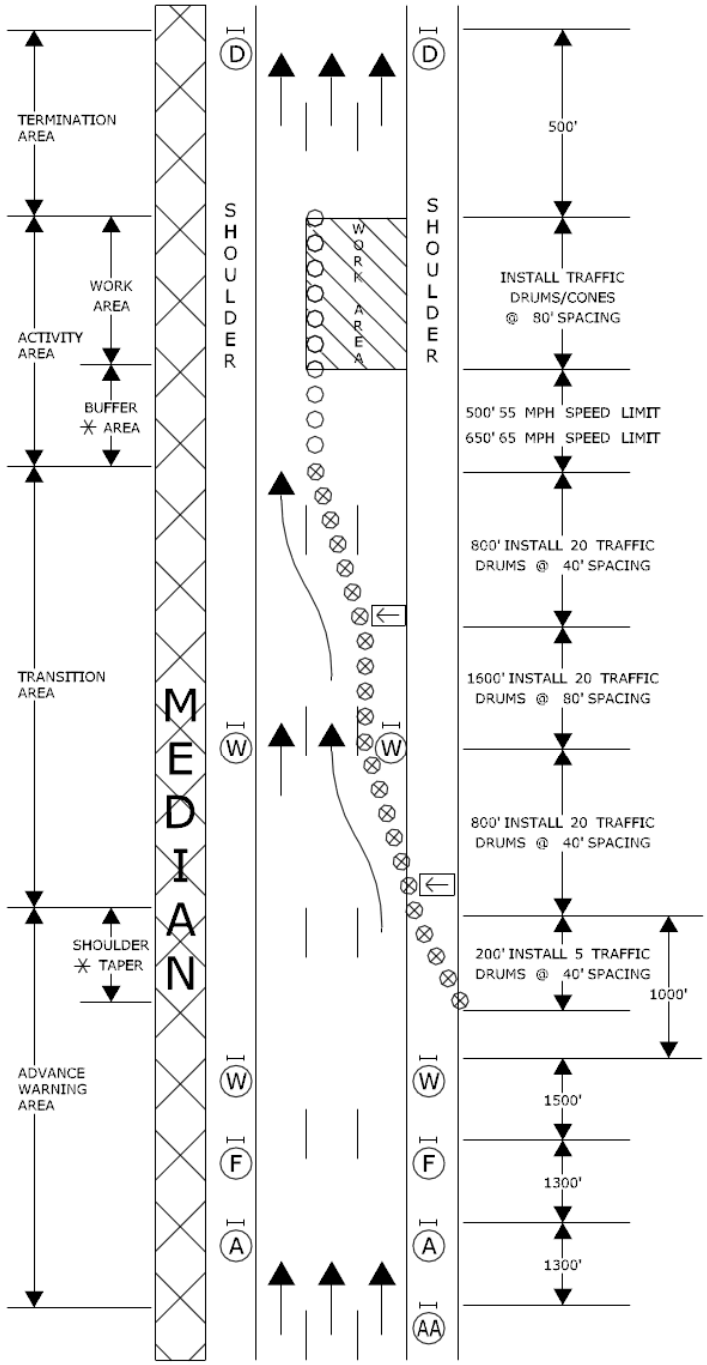
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

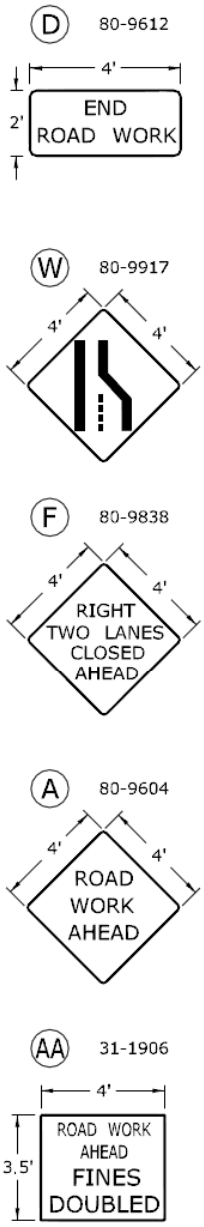
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:51:00-04'00'
PRINCIPAL ENGINEER

WORK IN RIGHT TWO LANES - MULTILANE HIGHWAY

SIGN FACE
158 SQ. FT (MIN.)





TRAFFIC CONE **OR** TRAFFIC DRUM
OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 2

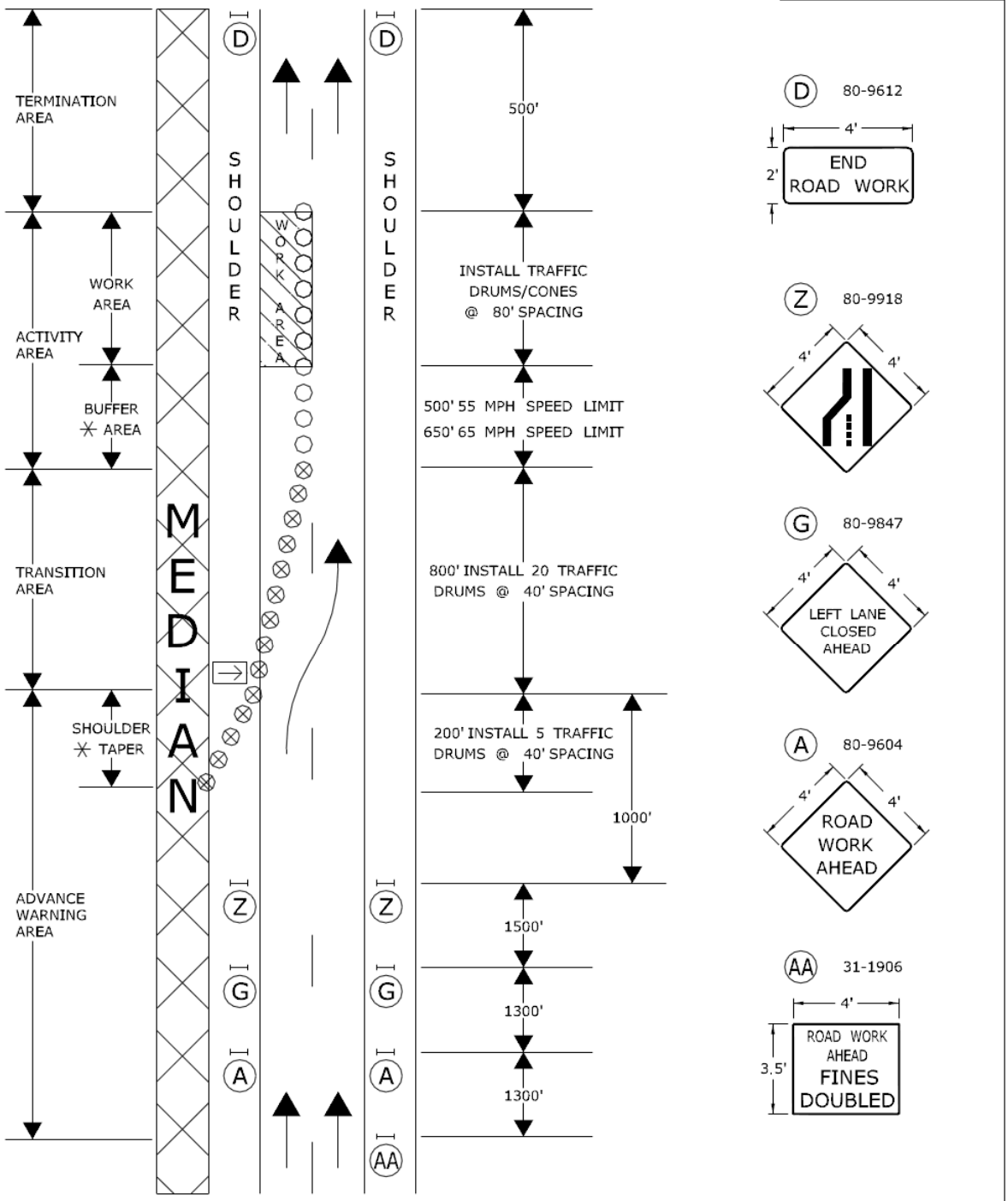
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:51:23-04'00'
PRINCIPAL ENGINEER

WORK IN LEFT LANE - MULTILANE HIGHWAY

SIGN FACE
126 SQ. FT (MIN.)



TRAFFIC CONE **OR** TRAFFIC DRUM
OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 3

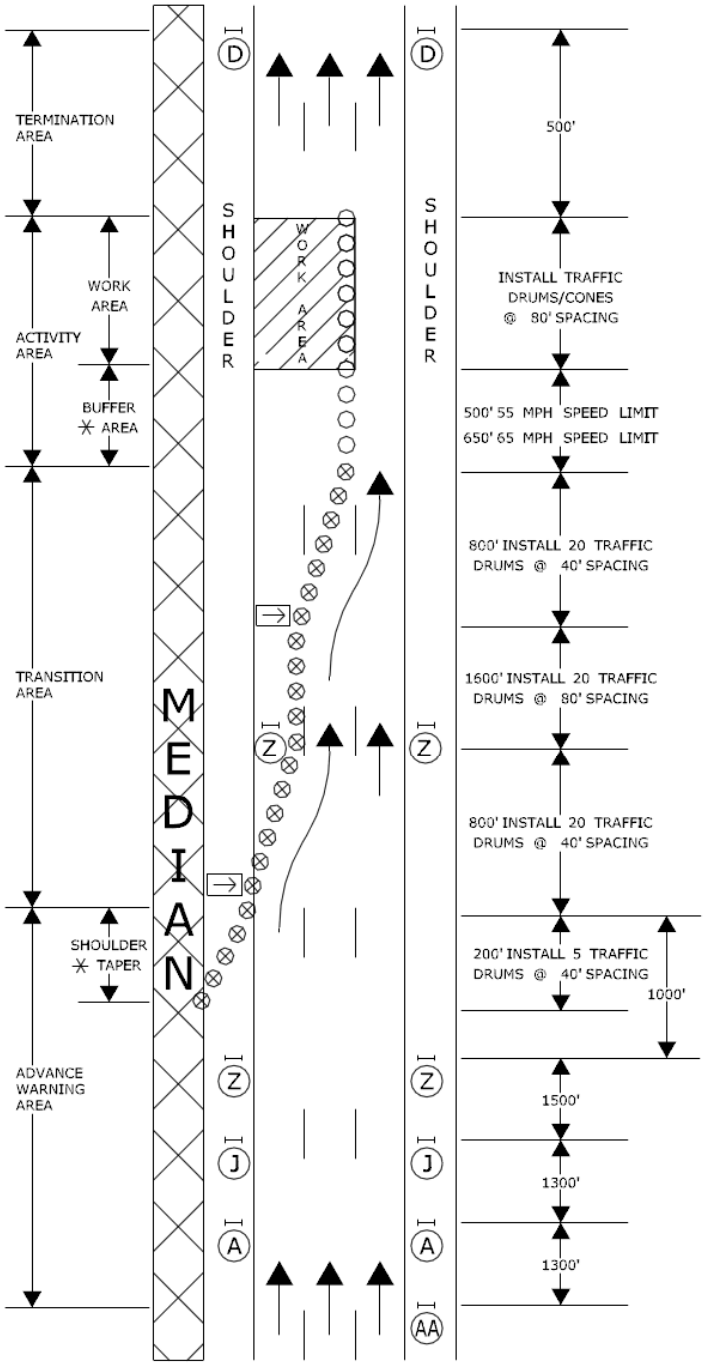
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

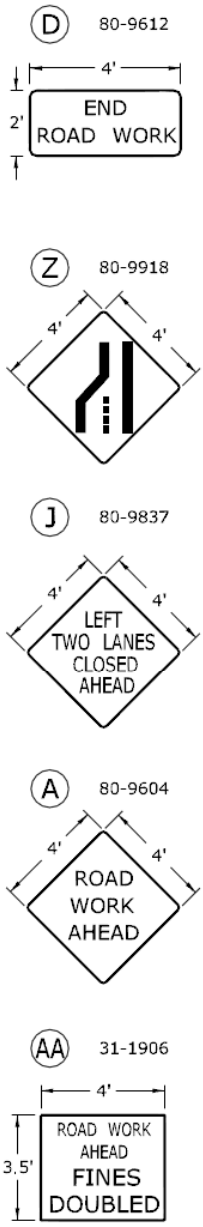
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:51:46-04'00'
PRINCIPAL ENGINEER

WORK IN LEFT TWO LANES - MULTILANE HIGHWAY

SIGN FACE
158 SQ. FT (MIN.)





TRAFFIC CONE **OR** TRAFFIC DRUM
OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 4

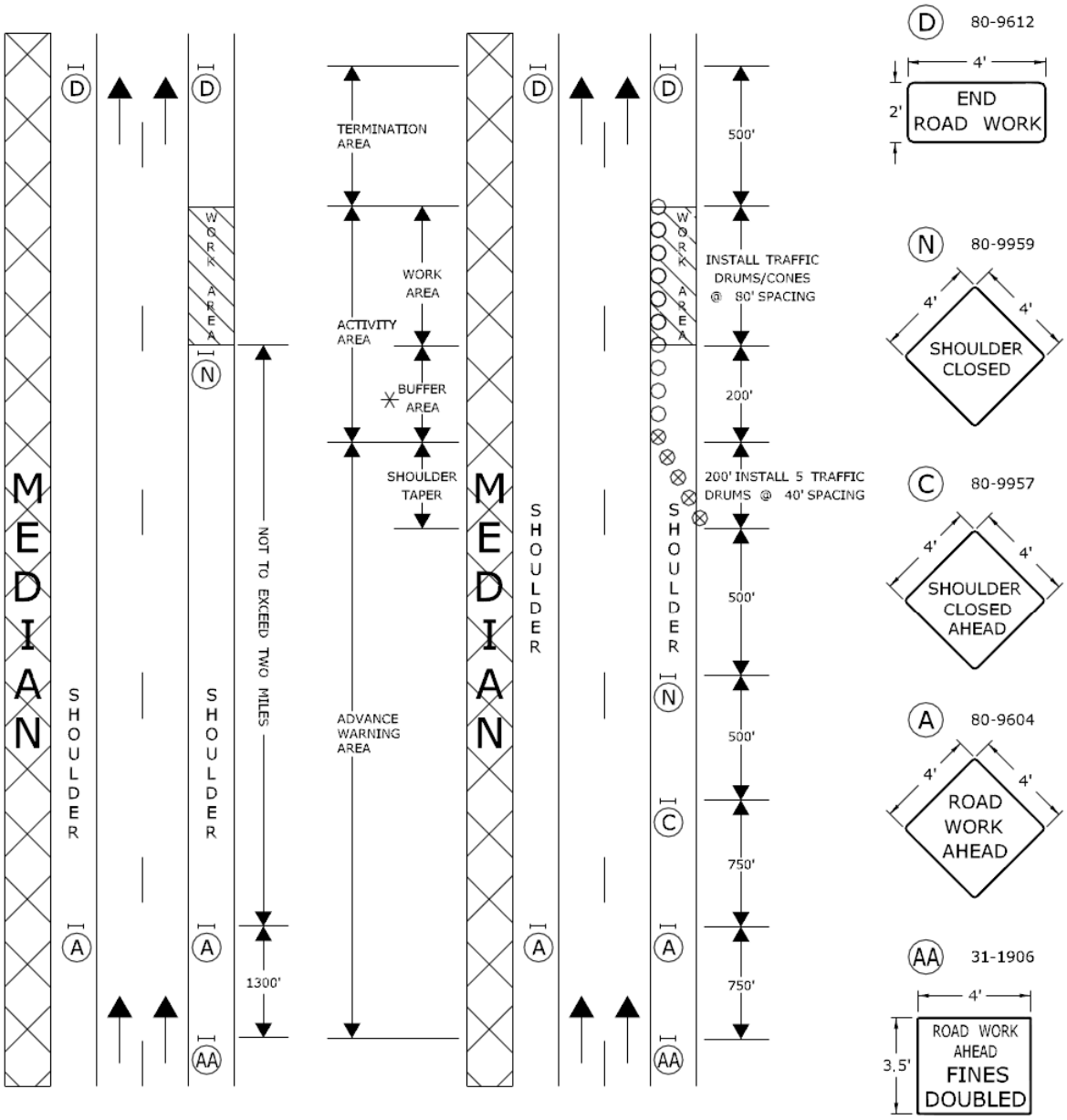
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:52:10-04'00'
PRINCIPAL ENGINEER

WORK IN SHOULDER AREA - MULTILANE HIGHWAY

SIGN FACE
94 SQ. FT (MIN.)



TRAFFIC CONE **OR** TRAFFIC DRUM
OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

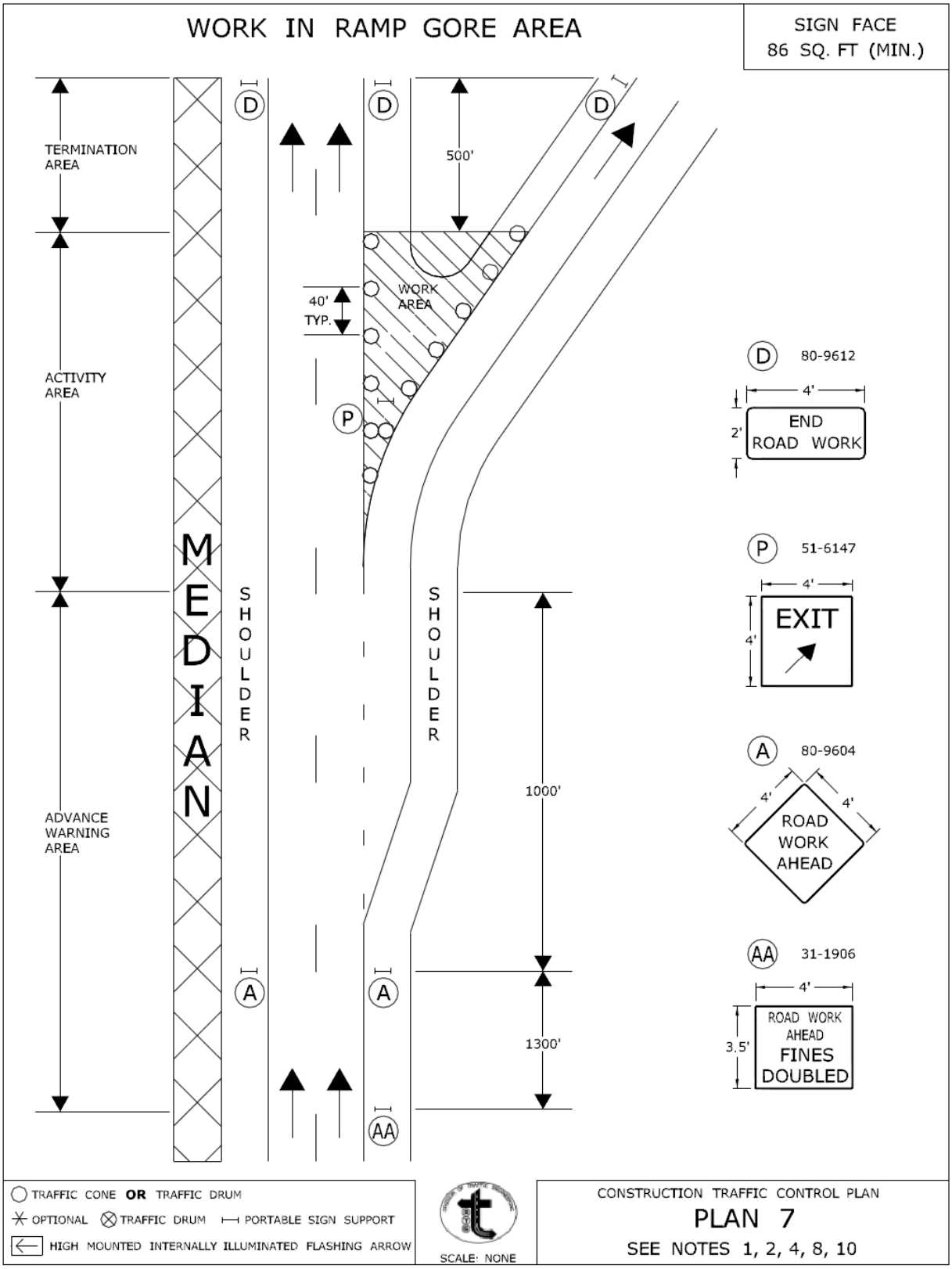
CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 6

SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:52:38-04'00'
PRINCIPAL ENGINEER

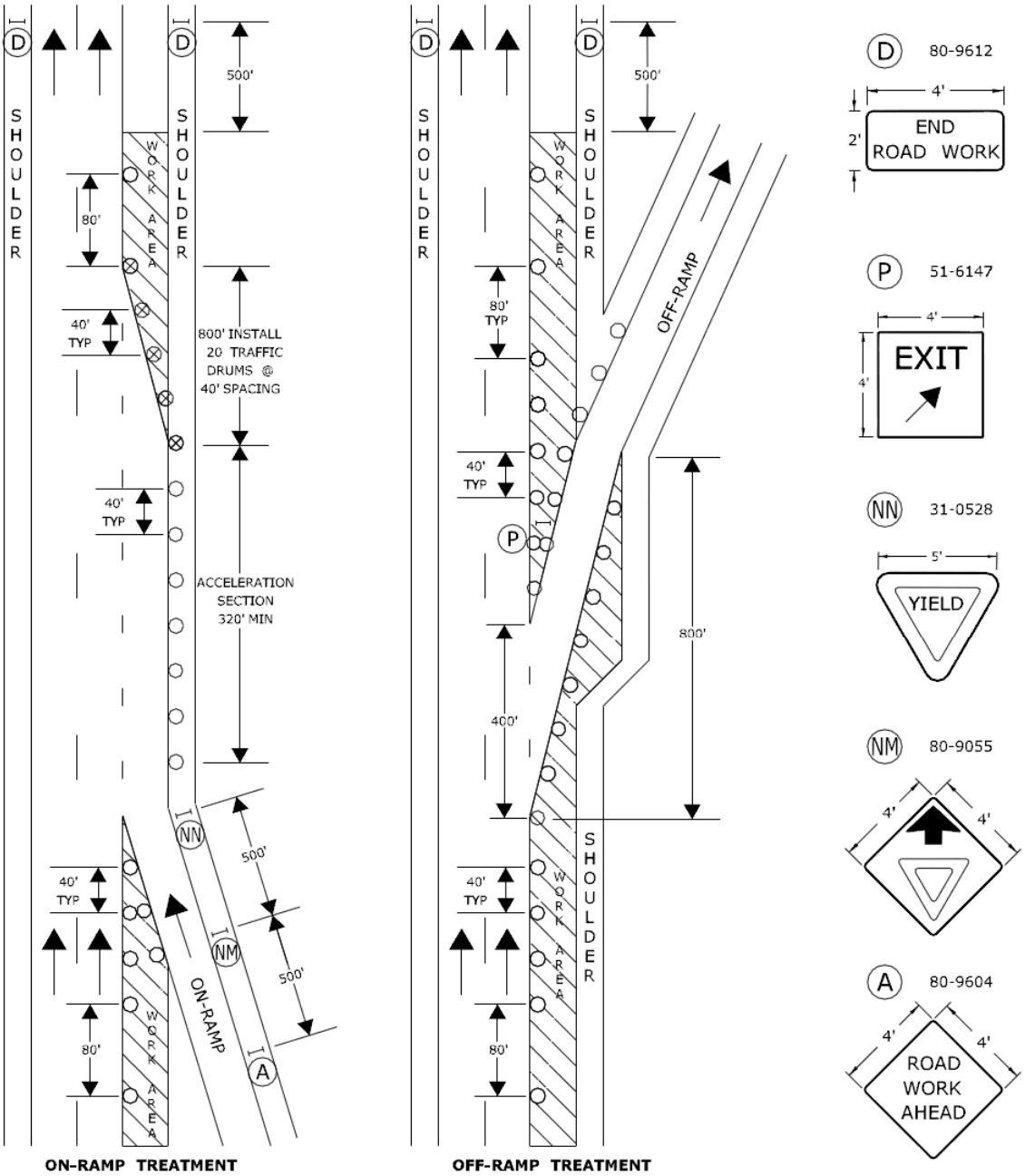


CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:53:03-04'00'
PRINCIPAL ENGINEER

TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

SIGN FACE
SQ. FT VARIES



ON-RAMP TREATMENT **OFF-RAMP TREATMENT**

USE TRAFFIC CONTROL PLAN 1 TO CLOSE THE RIGHT LANE

TRAFFIC CONE **OR** TRAFFIC DRUM
OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 8

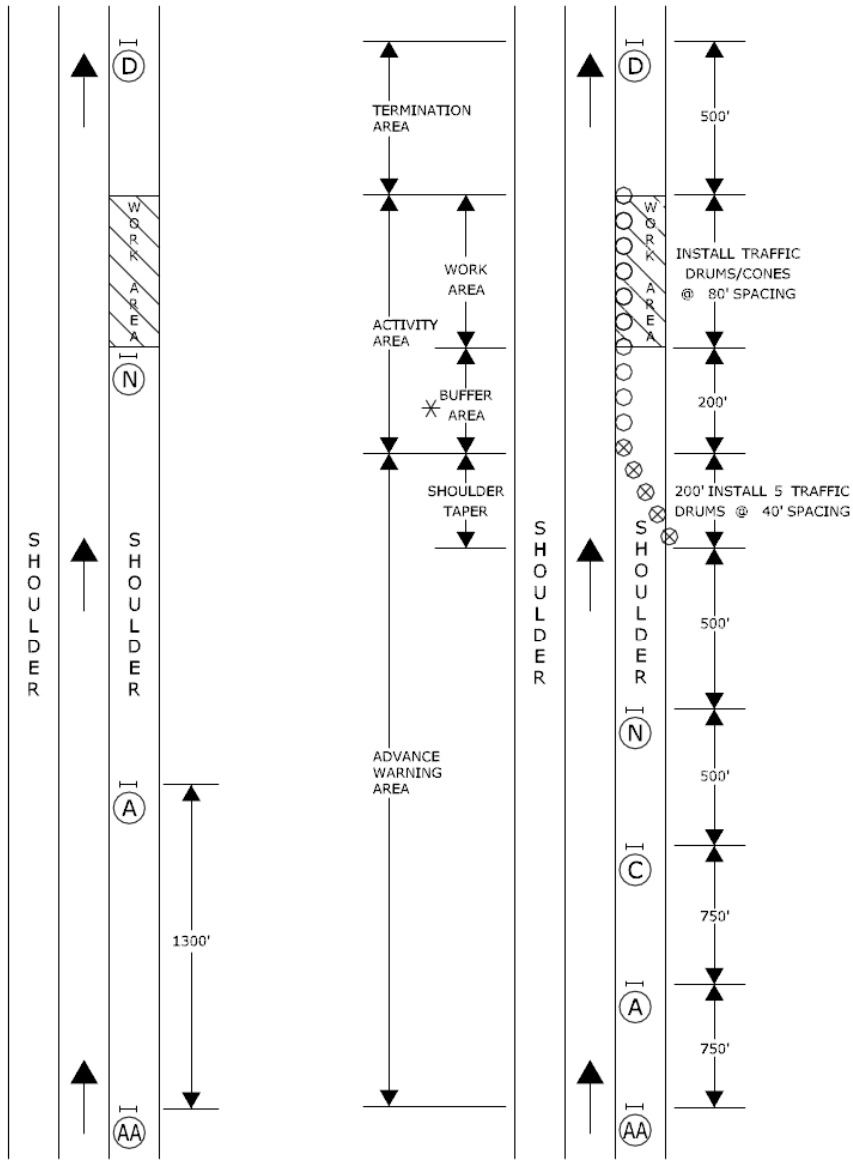
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9, 10

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:53:31-04'00'
PRINCIPAL ENGINEER

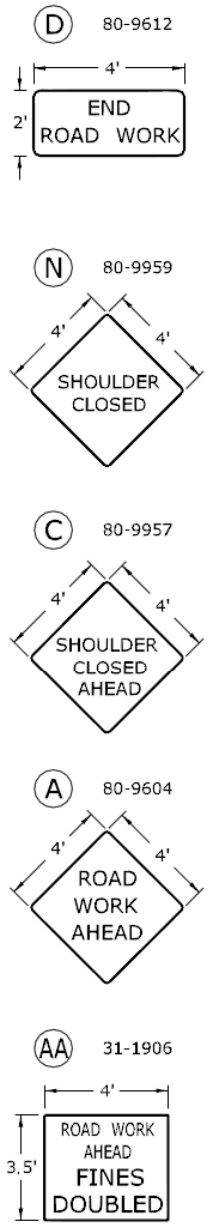
WORK IN SHOULDER AREA - TURNING ROADWAYS / RAMPS

SIGN FACE
70 SQ. FT (MIN.)



MOVING OPERATION

STATIONARY OPERATION



◯ TRAFFIC CONE **OR** TRAFFIC DRUM

✳ OPTIONAL ⊗ TRAFFIC DRUM ⊢⊣ PORTABLE SIGN SUPPORT

⟵ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

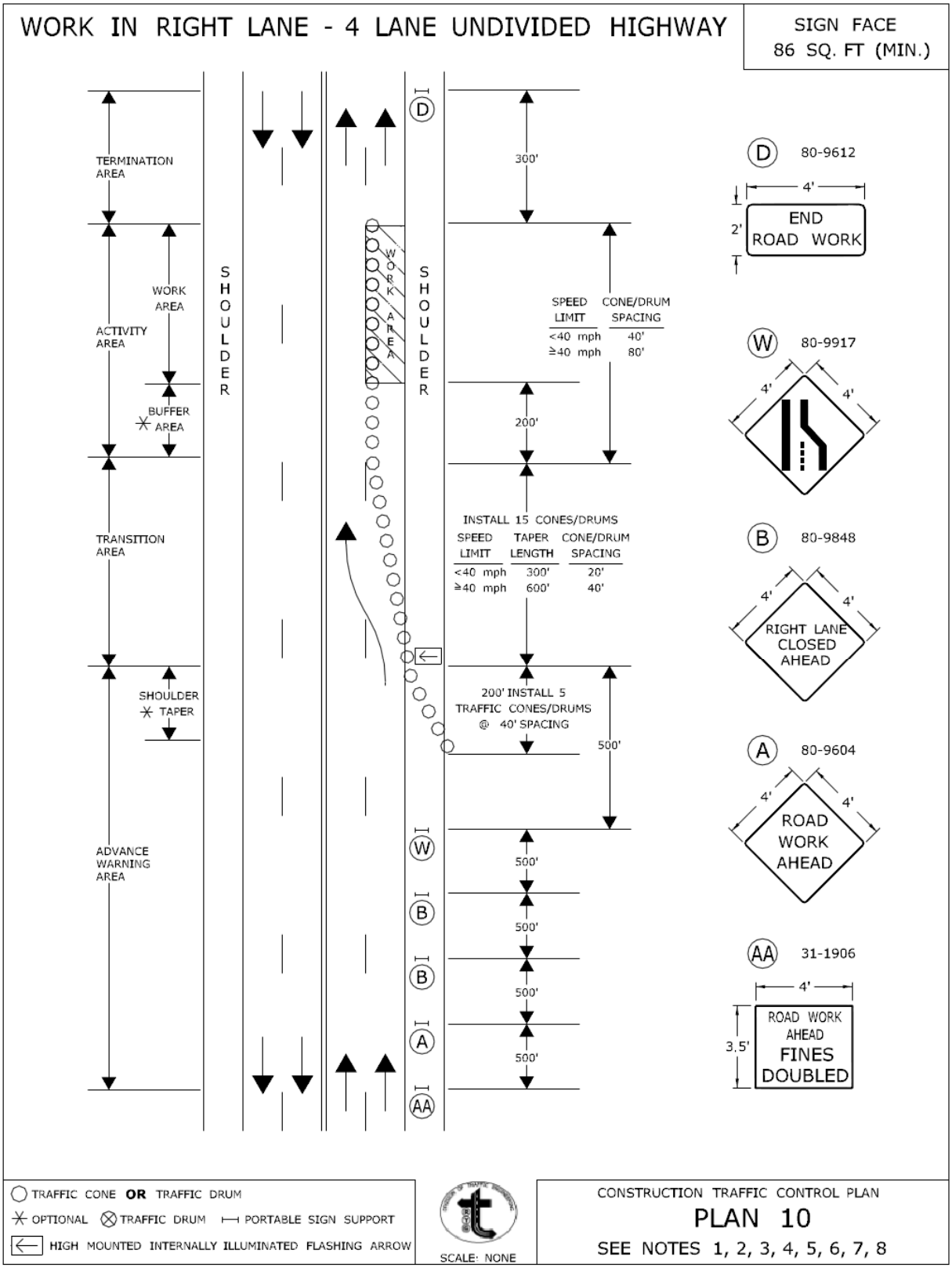
CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 9

SEE NOTES 1, 2, 4, 8

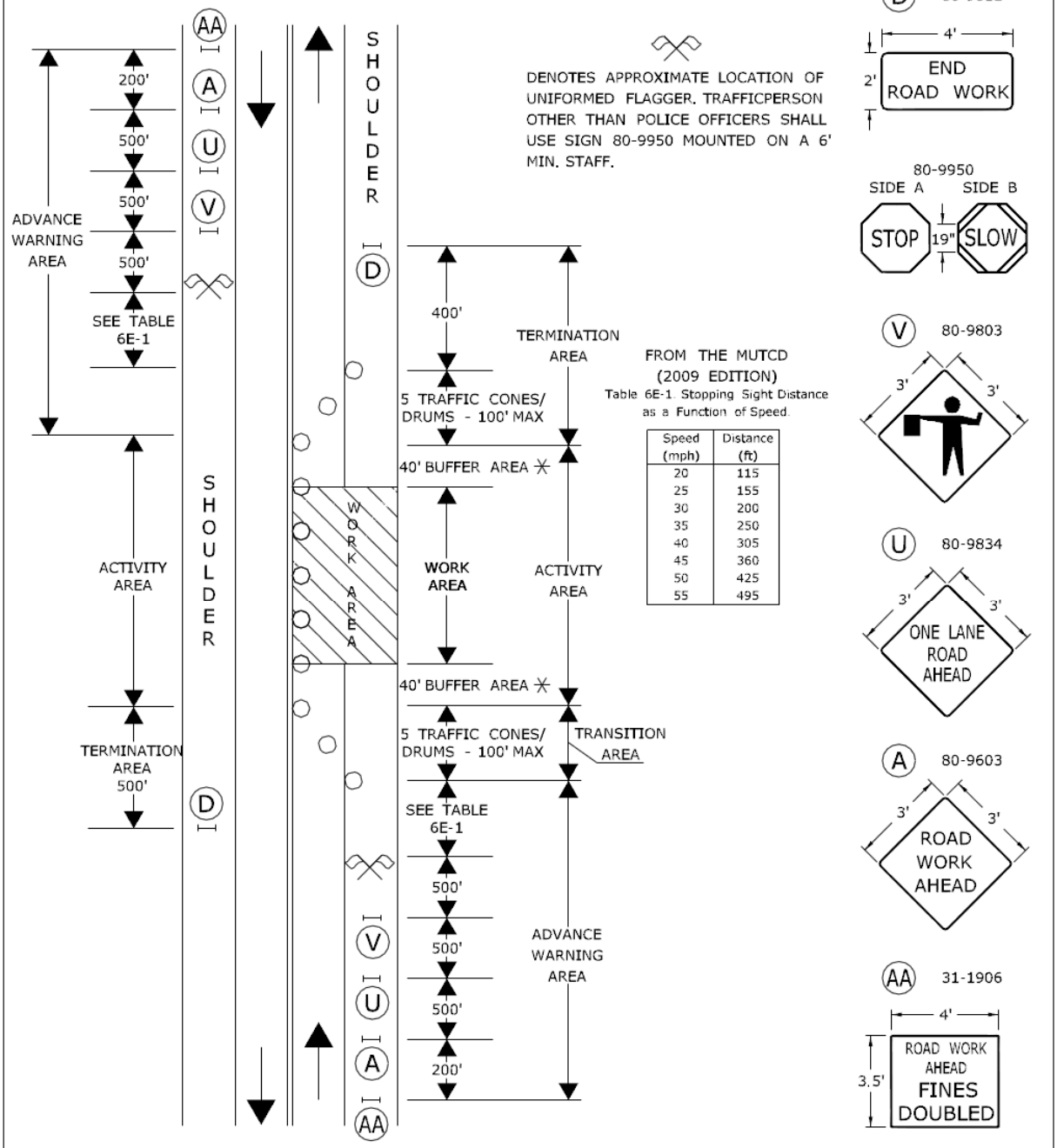
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:53:53-04'00'
PRINCIPAL ENGINEER


WORK IN RIGHT LANE - 4 LANE UNDIVIDED HIGHWAY
SIGN FACE
86 SQ. FT (MIN.)
TERMINATION AREA
WORK AREA
ACTIVITY AREA
BUFFER AREA
TRANSITION AREA
SHOULDER TAPER
ADVANCE WARNING AREA
SHOULDER
WORK AREA
SHOULDER
D
W
B
B
A
AA
300'
200'
500'
500'
500'
500'
500'
SPEED LIMIT
CONE/DRUM SPACING
<40 mph 40'
≥40 mph 80'
INSTALL 15 CONES/DRUMS
SPEED LIMIT
TAPER LENGTH
CONE/DRUM SPACING
<40 mph 300' 20'
≥40 mph 600' 40'
200' INSTALL 5 TRAFFIC CONES/DRUMS @ 40' SPACING
D 80-9612
4'
2'
END ROAD WORK
W 80-9917
4'
4'
B 80-9848
4'
4'
RIGHT LANE CLOSED AHEAD
A 80-9604
4'
4'
ROAD WORK AHEAD
AA 31-1906
4'
3.5'
ROAD WORK AHEAD
FINES DOUBLED
TRAFFIC CONE OR TRAFFIC DRUM
OPTIONAL
TRAFFIC DRUM
PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW
SCALE: NONE
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 10
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION
APPROVED
Charles S. Harlow
2012.06.05 15:54:15-04'00'
PRINCIPAL ENGINEER

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

SIGN FACE
108 SQ. FT (MIN.)



FROM THE MUTCD
(2009 EDITION)
Table 6E-1. Stopping Sight Distance as a Function of Speed.

Speed (mph)	Distance (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495

○ TRAFFIC CONE **OR** TRAFFIC DRUM
✳ OPTIONAL ⊗ TRAFFIC DRUM ⊢⊣ PORTABLE SIGN SUPPORT
⇦ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

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

SCALE: NONE

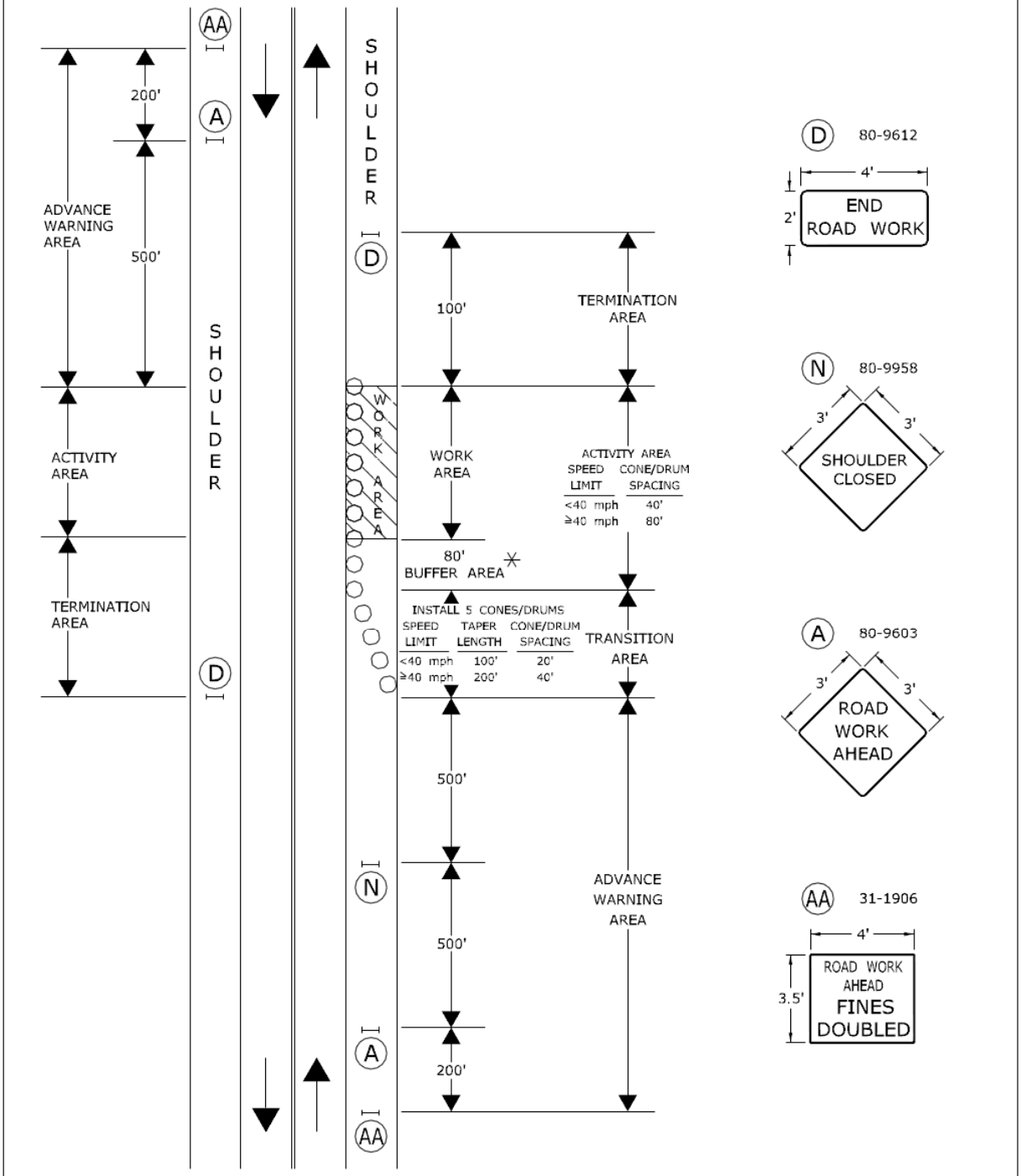
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

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

WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN.)



TRAFFIC CONE **OR** TRAFFIC DRUM
OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

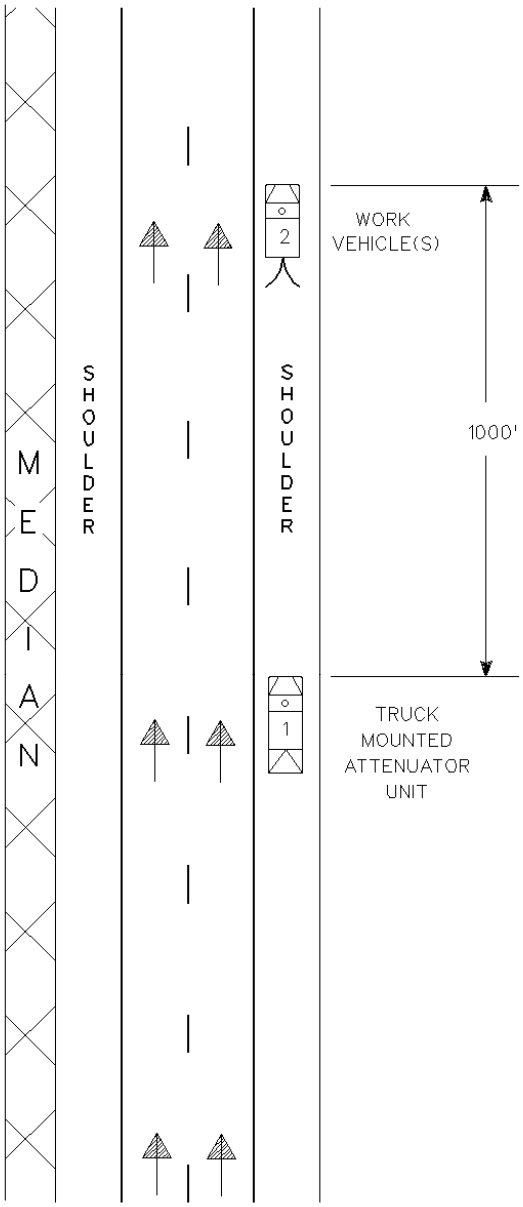
PLAN 14

SEE NOTES 1, 2, 4, 7, 8

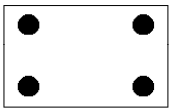
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:56:09-04'00'
PRINCIPAL ENGINEER

MOVING OPERATION ON RIGHT SHOULDER
MULTILANE HIGHWAY & SECONDARY ROADWAYS



SIGN MOUNTED ON TRUCK 1



DEPARTMENT APPROVED
ARROW BOARD
(FLASHING YELLOW MODE)

REV'D 1-02

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

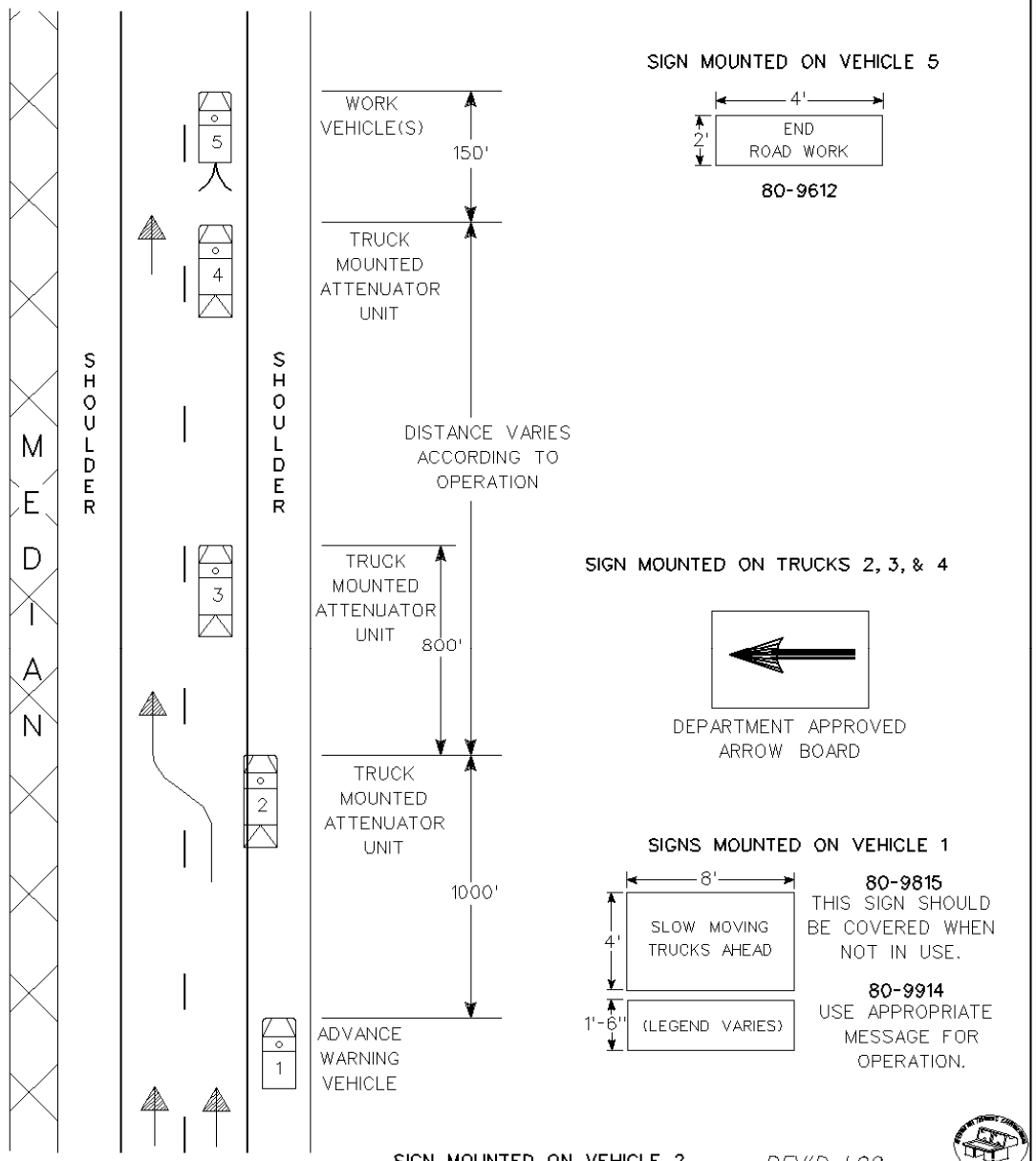
CONSTRUCTION
TRAFFIC CONTROL PLAN

PLAN 19

SCALE NONE

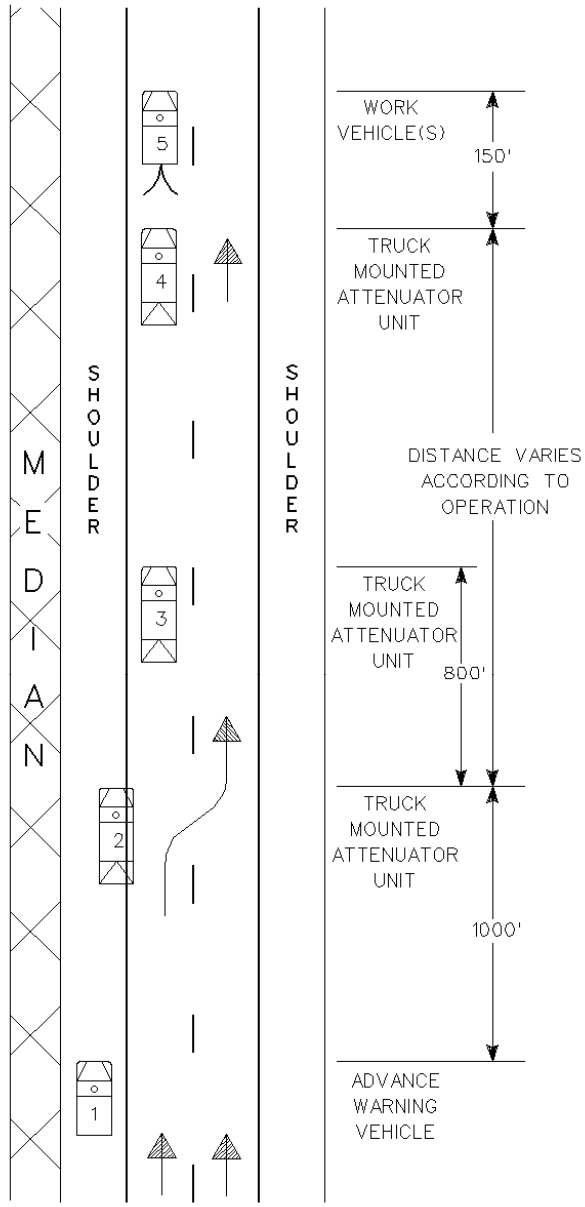
APPROVED J. Mccall
PRINCIPAL ENGINEER
DATE 1-30-02

MOVING OPERATION IN RIGHT LANE AND OUTSIDE SHOULDER AT THE SAME TIME MULTILANE HIGHWAY

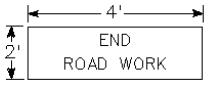


APPROVED John D. Micali PRINCIPAL ENGINEER DATE 1-30-02

MOVING OPERATION IN LEFT LANE AND INSIDE SHOULDER AT THE SAME TIME MULTILANE HIGHWAY

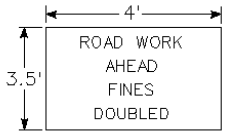


SIGN MOUNTED ON VEHICLE 5



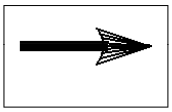
80-9612

SIGN MOUNTED ON VEHICLE 2



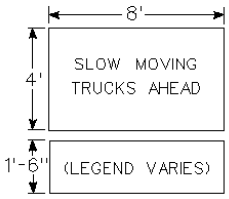
31-1906

SIGN MOUNTED ON TRUCKS 2, 3, & 4



DEPARTMENT APPROVED ARROW BOARD

SIGNS MOUNTED ON VEHICLE 1



80-9815
THIS SIGN SHOULD BE COVERED WHEN NOT IN USE.

80-9914
USE APPROPRIATE MESSAGE FOR OPERATION.

WHEN THE LEFT SHOULDER WIDTH CANNNOT ACCOMMODATE A VEHICLE, THEN ADVANCE WARNING VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

REV'D 1-02

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

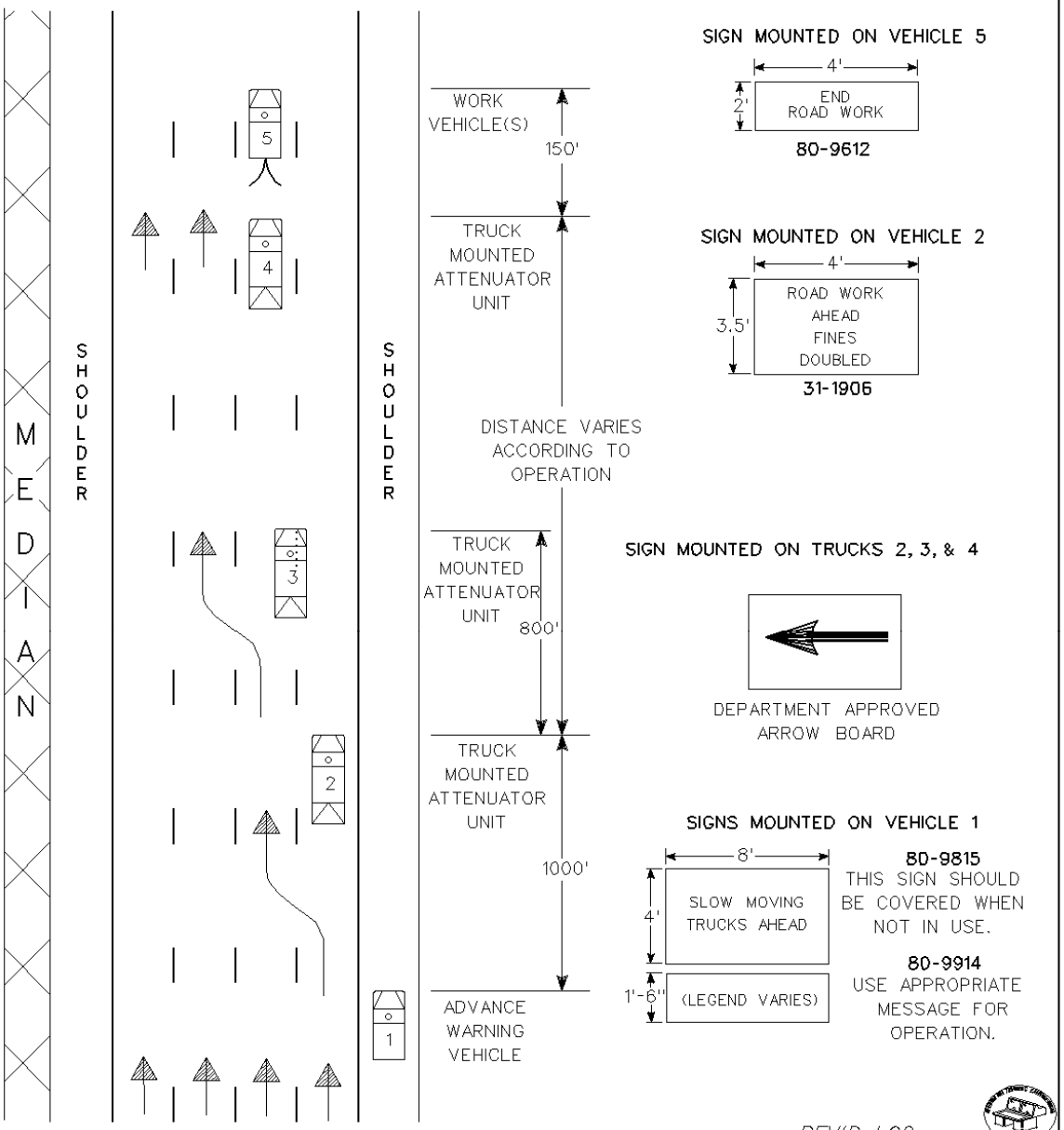
CONSTRUCTION
TRAFFIC CONTROL PLAN

PLAN 21

SCALE NONE

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

MOVING OPERATION IN CENTER LANE
MULTILANE HIGHWAY



REV'D 1-02

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

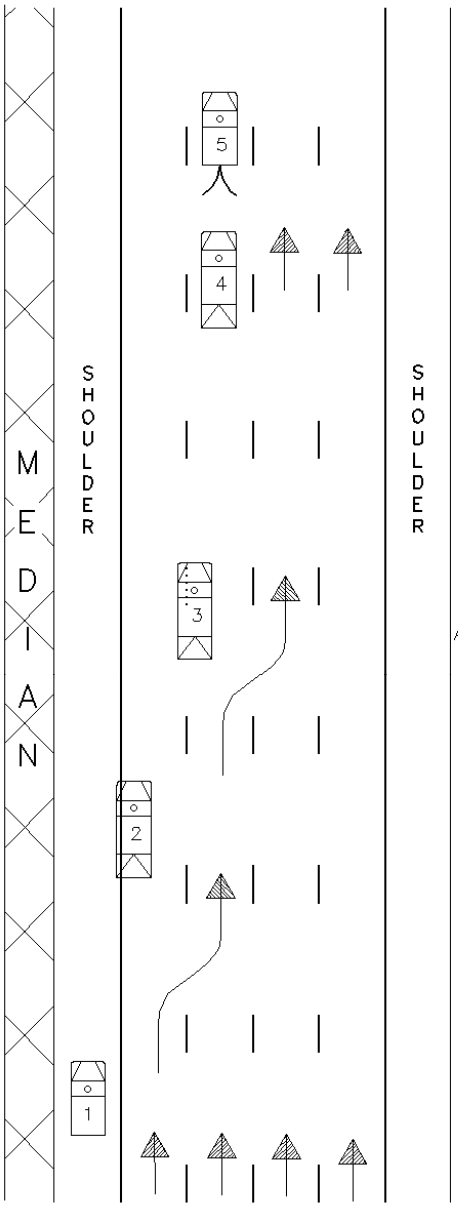
CONSTRUCTION
TRAFFIC CONTROL PLAN

PLAN 22

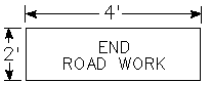
SCALE NONE

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

MOVING OPERATION IN CENTER LANE
MULTILANE HIGHWAY

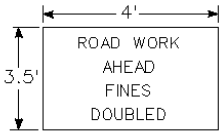


SIGN MOUNTED ON VEHICLE 5



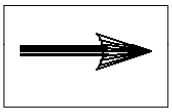
80-9612

SIGN MOUNTED ON VEHICLE 2



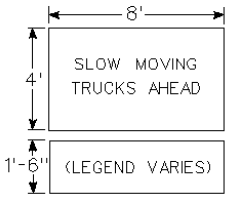
31-1906

SIGN MOUNTED ON TRUCKS 2, 3, & 4



DEPARTMENT APPROVED ARROW BOARD

SIGNS MOUNTED ON VEHICLE 1



80-9815
THIS SIGN SHOULD BE COVERED WHEN NOT IN USE.

80-9914
USE APPROPRIATE MESSAGE FOR OPERATION.

WHEN THE LEFT SHOULDER WIDTH CANNNOT ACCOMMODATE A VEHICLE, THEN ADVANCE WARNING VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

REV'D 1-02

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

CONSTRUCTION
TRAFFIC CONTROL PLAN

PLAN 23

SCALE NONE

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

ITEM #0980001A - CONSTRUCTION STAKING

9.80.01—Description: The work under this item shall consist of construction layout and reference staking necessary for the proper control and satisfactory completion of all work on the project, except property lines, highway lines, or non-access lines.

9.80.02—Materials: All stakes used for control staking shall be of the same quality as used by the Department for this purpose. For slope limits, pavement edges, gutter lines, etc., where so-called "green" or "working" stakes are commonly used, lesser quality stakes will be acceptable, provided the stakes are suitable for the intended purpose.

9.80.03—Construction Methods: The Department will furnish the Contractor such control points, bench marks, and other data as may be necessary for the construction staking and layout by qualified engineering or surveying personnel as noted elsewhere herein.

The Contractor shall be responsible for the placement and preservation of adequate ties to all control points, necessary for the accurate re-establishment of all base lines, center lines, and all critical grades as shown on the plans.

All stakes, references, and batter boards which may be required for construction operations, signing and traffic control shall be furnished, set and properly referenced by the Contractor. The Contractor shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys, plans, specifications or special provisions shall be called to the Engineer's attention immediately for correction or interpretation prior to proceeding with the work.

During roadway construction (or site work), the Contractor shall provide and maintain for the periods needed, as determined by the Engineer, reference stakes at 100 foot intervals outside the slope limits. Further, the Contractor shall provide and maintain reference stakes at 50 foot intervals immediately prior to and during the formation of subgrade and the construction of all subsequent pavement layers. These stakes shall be properly marked as to station, offset and shall be referenced to the proposed grade, even if laser or GPS machine controls are used.

The Contractor shall provide and maintain reference stakes at drainage structures, including reference stakes for the determination of the structure alignments as may be needed for the proper construction of the drainage structure. The reference stakes shall be placed immediately prior to and maintained during the installation of the drainage structure. These stakes shall be properly marked as to station, offset and shall be referenced to the proposed grade.

The Contractor shall furnish copies of data used in setting and referencing stakes and other layout markings used by the Contractor after completion of each operation.

The Contractor shall provide safe facilities for convenient access by Department forces to control points, batter boards, and references.

All staking shall be performed by qualified engineering or surveying personnel who are trained, experienced and skilled in construction layout and staking of the type required under the contract. Prior to start of work, the Contractor shall submit for review and comment the qualifications of personnel responsible for construction staking on the project. On all projects with an original contract value greater than $25 million and bridge rehabilitation and reconstruction projects greater than $10 million, surveying shall be performed under the direct supervision of a Professional Surveyor licensed in the State of Connecticut. The submission shall

include a description of the experience and training which the proposed staff possesses and a list of state projects the personnel have worked on previously. All field layout and staking required for the project shall be performed under the direct supervision of a person, or persons, of engineering background experienced in the direction of such work and acceptable to the Engineer. If the personnel responsible for construction staking change during the course of the project, then a revised submittal will be required.

The Department may check the control of the work, as established by the Contractor, at any time as the work progresses. The Contractor will be informed of the results of these checks, but the Department by so doing in no way relieves the Contractor of responsibility for the accuracy of the layout work. The Contractor shall correct or replace, at the Contractor's own expense, any deficient layout and construction work which may be the result of the inaccuracies in the Contractor's staking operations or the failure to report such inaccuracies, or the Contractor's failure to report inaccuracies found in work done by the Department or by others. If, as a result of these inaccuracies, the Department is required to make further studies, redesign, or both, all expenses incurred by the Department due to such inaccuracies will be deducted from any monies due the Contractor.

The Contractor shall furnish all necessary personnel, engineering equipment and supplies, materials, transportation, and work incidental to the accurate and satisfactory completion of this work.

For roadways where the existing pavement markings need to be reestablished:
Prior to any resurfacing or obliteration of existing pavement markings, the Contractor and a representative of the Engineer must establish and document pavement marking control points from the existing markings. These control points shall be used to reestablish the positions of the lanes, the beginnings and endings of tapers, channelization lines for on and off ramps, lane use arrows, stop bars, and any lane transitions in the project area. The Contractor shall use these control points to provide appropriate premarking prior to the installation of the final markings.

The Contractor shall provide and maintain reference stakes and/or markings at 100 foot intervals immediately off the edge of pavement to be used to reestablish the existing pavement markings. The Contractor shall also provide and maintain reference stakes and/or markings at any point where there is a change in pavement markings to reestablish the existing pavement markings.

For non-limited access roadways
On non-limited access roadways it may be necessary to adjust the final locations of the pavement markings to accommodate pedestrians and bicyclists where feasible. Prior to any resurfacing or obliteration of existing pavement markings, the Contractor, a representative of the Engineer, and a representative of the Division of Traffic Engineering must establish and document pavement marking control points from the existing markings as described above. The control points at that time may be adjusted to provide minimum shoulder widths of 4 to 5 feet wherever possible while maintaining travel lane widths of no less than 11 feet and no more than 12 feet.

9.80.04—Method of Measurement: Construction staking will be at the Contract lump sum for construction staking.

When no price for "Construction Staking" is asked for on the proposal form, the cost of the work described above shall be included in the general cost of the work and no direct payment for "Construction Staking" will be made.

9.80.05—Basis of Payment: Construction staking will be paid for at the Contract lump sum price for "Construction Staking," which price shall include all materials, tools, equipment, labor and work incidental thereto. A schedule of values for payment shall be submitted to the Department for review and comment prior to payment.

Pay Item	Pay Unit
Construction Staking	l.s.

ITEM #1131002A - REMOTE CONTROLLED CHANGEABLE MESSAGE SIGN

Description: Work under this item shall include furnishing and maintaining a trailer-mounted, "Changeable Message Sign", "Remote Controlled Changeable Message Sign", "Changeable Message Sign with Radar", or "Remote Controlled Changeable Message Sign with Radar" whichever is applicable, at the locations indicated on the plans or as directed by the Engineer.

Materials: The full matrix, internally illuminated variable message sign shall consist of a LED, fiber optic, lamp matrix, or hybrid magnetically operated matrix – LED message board; and a computer operated interface, all mounted on a towable, heavy duty trailer.

The sign shall have a minimum horizontal dimension of 115 inches and rotate a complete 360 degrees atop the lift mechanism.

In the raised position, the bottom of the sign shall be at least 7 feet above the roadway. The messages displayed shall be visible from a distance of 1/2 mile and be clearly legible from a distance of 900 feet during both the day and night.

The lighting system shall be controlled both manually and by a photocell for automatic sign dimming during nighttime use.

The sign shall be capable of storing a minimum of 100 preprogrammed messages and be able to display any one of those messages upon call from the trailer mounted terminal and/or through the cellular telephone hookup for the remote controlled sign.

The sign shall be a full matrix sign that is able to display messages composed of any combination of alphanumeric text, punctuation symbols, and graphic images (notwithstanding NTCIP limitations). The display shall be capable of producing arrow functions. Full- matrix displays shall allow the use of graphics, traffic safety symbols and various character heights.

Standard messages shall be displayed in a three-line message format with 8 characters per line. The letter height shall not be less than 18 inches.

The sign shall utilize yellow green for the display with a black background. Each matrix shall have a minimum size of 6 x 9 pixels. Each pixel shall utilize a minimum of four high output yellow green LEDs or equivalent light source. The LEDs or light source shall have a minimum 1.4 candela luminance intensity, 22 degrees viewing angle, and wavelength of 590 (+/- 3) nanometers.

For hybrid magnetically operated matrix – LED matrix, each pixel shall have one single shutter faced with yellow green retro-reflective sheeting with a minimum of four high output yellow green LEDs or equivalent light source. The hybrid magnetically operated matrix – LED matrix sign shall be capable of operating in three display modes; shutter only, LED only, and both LED

and shutter. These modes shall be automatically controlled by a photocell for day and night conditions and also capable of being manually controlled through the software.

The sign shall be controlled by an on-board computer. The sign shall automatically change to a preselected default message upon failure. That default message shall remain on display until the problem is corrected.

The sign shall include all necessary controls, including, but not limited to, personal computer, keyboard or alphanumeric hand-held keyboard, and software. The sign shall interface with PCs, cellular phones, and radar speed detection devices as required.

Controls shall be furnished for raising and lowering the message board, aligning the message board and, for solar powered units, a read-out of the battery bank charge.

Power shall be provided by a self-contained solar maintained power source or a diesel engine driven generator. Hardware for connection to a 110-volt power source shall also be provided.

Solar powered signs shall display programmed messages with the solar panel disconnected, in full night conditions, for a minimum of 30 consecutive days.

Remote Controlled Changeable Message Signs shall include one (1) industrial-grade cellular telephone and be equipped with a modem to control the sign and a security system to prevent unauthorized access. The security system shall allow access only through use of a code or password unique to that sign. If the proper code or password is not entered within 60 seconds of initial telephone contact, the call will be terminated. Remote control for the Remote Controlled Changeable Message Sign shall be by cellular telephone and touch tone modem decoder.

The radar equipped signs shall include a high-speed electronic control module (ECM-X), Radar SI transceiver, signal processing board and radar logging software.

The radar software will operate the sign in four modes:
1) The sign will display words “YOUR SPEED” followed by the speed (2 digits). The display will repeat the message as long as vehicles are detected. The sign will blank when no vehicles are present.
2) The sign will display a series of up to six messages (programmed by the user) when a preset speed (programmed by the user) is exceeded. The sign will blank when no vehicles are present.
3) Will perform like mode #2 with the addition of displaying the actual speed with it.
4) The sign will work as a standard Changeable Message Sign or Remote Controlled Changeable Message Sign with no radar.

Construction Methods: The Contractor shall furnish, place, operate, maintain and relocate the sign as required. When the sign is no longer required, it shall be removed and become the property of the Contractor. The cellular telephone required for the Remote Controlled Changeable Message Sign shall be provided to the Engineer for his use, and subsequently returned to the Contractor.

When the sign is not in use, it shall either be turned off with a blank display or turned from view.

Any signs that are missing, damaged, defaced or improperly functioning so that they are not effective, as determined by the Engineer and in accordance with the ATSSA guidelines contained in "Quality Standards for Work Zone Traffic Control Devices," shall be replaced by the Contractor at no cost to the State.

Method of Measurement: This work will be measured for payment for each "Changeable Message Sign", "Remote Controlled Changeable Message Sign", "Changeable Message Sign with Radar", or "Remote Controlled Changeable Message Sign with Radar", whichever applies, furnished and installed, for the number of calendar days that the sign is in place and in operation, measured to the nearest day. When a sign is in operation for less than a day, such a period of time shall be considered to be a full day regardless of actual time in operation.

Basis of Payment: This work will be paid for at the Contract unit price per day for each "Changeable Message Sign", "Remote Controlled Changeable Message Sign", "Changeable Message Sign with Radar", or "Remote Controlled Changeable Message Sign with Radar" which price shall include placing, maintaining, relocating and removing the sign and its appurtenances and all material, labor, tools and equipment incidental thereto. Additionally, for the "Remote Controlled Changeable Message Sign", or "Remote Controlled Changeable Message Sign with Radar", the cellular telephone service and telephone charges shall be included.

Pay Item	Pay Unit
Remote Controlled Changeable Message Sign	Day

ITEM #1210101A - 4" WHITE EPOXY RESIN PAVEMENT MARKINGS

ITEM #1210102A - 4" YELLOW EPOXY RESIN PAVEMENT MARKINGS

ITEM #1210103A - 6" WHITE EPOXY RESIN PAVEMENT MARKINGS

ITEM #1210104A - 8" WHITE EPOXY RESIN PAVEMENT MARKINGS

ITEM #1210105A - EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS

ITEM #1210106A - 12" WHITE EPOXY RESIN PAVEMENT MARKINGS

SECTION 12.10 – EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS is amended as follows:

*Delete "**SYMBOLS AND LEGENDS**" from the title of the section.*

SECTION 12.10.03 – Construction Methods is amended as follows:

*Delete the entire section titled "**WARRANTY**" under item number **3. Performance and Warranty.***

It was determined by the Office of Construction that the *First Year* warranty requirement is not necessary because early test results generally depict the outcome of pavement markings.

ITEM #1220013A - CONSTRUCTION SIGNS - BRIGHT FLUORESCENT SHEETING

Article 12.20.01 – Description: The Contractor shall furnish construction signs with bright fluorescent sheeting and their required portable supports or metal sign posts that conform to the requirements of NCHRP Report 350 (TL-3). The construction signs and their required portable supports or metal sign posts shall conform to the signing requirements stated in Article 9.71 "Maintenance and Protection of Traffic", as shown on the plans and/or as directed by the Engineer.

Article 12.20.02 – Materials: Prior to using the construction signs and their portable supports, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices (both sign and portable support tested together) conform to NCHRP Report 350 (TL-3).

Portable sign supports shall be designed and fabricated so as to prevent signs from being blown over or displaced by the wind from passing vehicles. Portable sign supports shall be approved by the Engineer before they are used. Mounting height of signs on portable sign supports shall be a minimum of 1 foot and a maximum of 2 feet, measured from the pavement to the bottom of the sign.

All sign faces shall be rigid and reflectorized. Sheet aluminum sign blanks shall conform to the requirements of Article M.18.13. Metal sign posts shall conform to the requirements of Article M.18.14. Application of reflective sheeting, legends, symbols, and borders shall conform to the requirements specified by the reflective sheeting manufacturer. Attachments shall be provided so that the signs can be firmly attached to the portable sign supports or metal posts without causing damage to the signs. A Materials Certificate and Certified Test Report conforming to Article 1.06.07 shall be required for the reflective sheeting.

The following types of construction signs shall not be used: mesh, non-rigid, roll-up, corrugated or waffle board types substrates, foam core and composite aluminum sign substrates.

Reflective sheeting shall conform to the following:
The fluorescent orange prismatic retroreflective sheeting shall consist of prismatic lenses formed in a transparent fluorescent orange synthetic resin, sealed, and backed with an aggressive pressure sensitive adhesive protected by a removable liner. The sheeting shall have a smooth surface.

Physical Properties:

A. Photometric - Coefficient of Retroreflection R_A

When the sheeting applied on test panels is measured in accordance with ASTM E 810, it shall have minimum coefficient of retroreflection values as shown in Table I. The rotation angle shall be as designated by the manufacturer for test purposes, the observation angles shall be 0.2 degrees and 0.5 degrees, the entrance angles (component B_1) shall be -4 degrees and +30 degrees.

TABLE I

Minimum Coefficient of Retroreflection R_A
Candelas per footcandle per square foot

Observation Angle (deg.)	Entrance Angle (deg.)	R_A Orange
0.2	- 4	200
0.2	+ 30	90
0.5	- 4	80
0.5	+ 30	50

The rotation shall be as designated by the manufacturer.

B. Daytime Color

Color shall conform to the requirements of Table II. Daytime color and maximum spectral radiance factor (peak reflectance) of sheeting mounted on test panels shall be determined instrumentally in accordance with ASTM E 991. The values shall be determined on a Hunter Lab Labscan 6000 0/45 Spectrocolorimeter with option CMR 559 (or approved equal 0/45 instrument with circumferential viewing illumination). Computations shall be done in accordance with ASTM E 308 for the 2 degree observer.

TABLE II

Color Specification Limits** (Daytime)

Color	1		2		3		4		Reflectance Limit Y (%)	
	X	Y	X	Y	X	Y	X	Y	MIN	MAX
Orange (new)	.583	.416	.523	.397	.560	.360	.631	.369	28	-
Orange (weathered)	.583	.416	.523	.397	.560	.360	.631	.369	20	45

Maximum Spectral Radiance Factor, new: 110%, min.
weathered: 60%, min.

** The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with standard illuminant D65.

C. Nighttime Color

Nighttime color of the sheeting applied to test panels shall be determined instrumentally in accordance with ASTM E 811 and calculated in the u', v' coordinate system in accordance with ASTM E 308. Sheeting shall be measured at 0.33 degrees observation and -4 degree entrance at rotation as determined by the manufacturer for test purposes. Color shall conform to the requirements of Table III.

TABLE III

Color Specification Limits ** (Nighttime)

Color	1		2		3		4	
	u'	v'	u'	v'	u'	v'	u'	v'
Orange (new and weathered)	.400	.540	.475	.529	.448	.522	.372	.534

D. Resistance to Accelerated Weathering

The retroreflective surface of the sheeting shall be weather resistant and show no appreciable cracking, blistering, crazing, or dimensional change after one year's unprotected outdoor exposure in south Florida, south-facing and inclined 45 degrees from the vertical, or after 1500 hours exposure in a xenon arc weatherometer in accordance with ASTM G26, Type B, Method A. Following exposure, panels shall be washed in a 5% HCL solution for 45 seconds, rinsed thoroughly with clean water, blotted with a soft clean cloth and brought to equilibrium at standard conditions. After cleaning, the coefficient of retroreflection shall be not less than 100 when measured as in D.2, below, and the color is expected to conform to the requirements of Tables II and III for weathered sheeting. The sample shall:

1. Show no appreciable evidence of cracking, scaling, pitting, blistering, edge lifting or curling or more than 0.031 inch shrinkage or expansion.

2. Be measured only at angles of 0.2 degrees observation, -4 degrees entrance, and rotation as determined by the manufacturer for test purposes. Where more than one panel of color is measured, the coefficient of retroreflection shall be the average of all determinations.

E. Impact Resistance

The retroreflective sheeting applied according to the manufacturer's recommendations to a test panel of alloy 6061-T6, 0.040 inch by 3 inches by 5 inches and conditioned for 24 hours, shall show no cracking outside the impact area when the face of the panel is subjected to an impact of 100 inch-pounds, using a weight with a 0.625 inch diameter rounded tip dropped from a height necessary to generate an impact of 100 inch-pounds, at test temperatures of both 32° F and 72° F.

F. Resistance to Heat

The retroreflective sheeting, applied to a test panel as in E., above, and conditioned for 24 hours, shall be measured in accordance with Paragraph A. at 0.2 degree observation and -4 degree entrance angles at rotation as determined by the manufacturer for test purposes and exposed to 170° ± 5° F for 24 hours in an air circulating oven. After heat exposure the sheeting shall retain a minimum of 70% of the original coefficient of retroreflection.

G. Field Performance:

Retroreflective sheeting processed and applied to sign blank materials in accordance with the sheeting manufacturer's recommendations, shall perform effectively for a minimum of 3 years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than 100 when measured at 0.2 degrees observation and -4 degree entrance. All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.

Article 12.20.03 – Construction Methods: Ineffective signs, as determined by the Engineer and in accordance with the ATSSA guidelines contained in "Quality Standards for Work Zone Traffic Control Devices", shall be replaced by the Contractor at no cost to the State.

Signs and their portable sign supports or metal posts that are no longer required shall be removed from the project and shall remain the property of the Contractor.

Article 12.20.04 – Method of Measurement: Construction Signs - Bright Fluorescent Sheeting will be measured for payment by the number of square feet of sign face. Sign supports will not be measured for payment.

Article 12.20.05 – Basis of Payment: "Construction Signs - Bright Fluorescent Sheeting" required and used on the project will be paid for at the Contact unit price per square foot. This price shall include the furnishing and maintenance of the signs, portable sign supports, metal sign posts and all hardware. Each sign and support or posts will be paid for once, regardless of the number of times it is used.

Pay Item	**Pay Unit**
Construction Signs – Bright Fluorescent Sheeting	S.F.

State of Connecticut

Department of Transportation

SUPPLEMENTAL SPECIFICATIONS

TO

THE STANDARD SPECIFICATIONS

FOR

ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION

FORM 816

2004

JULY 2012

July 2012

DIVISION I
GENERAL REQUIREMENTS AND COVENANTS

SECTION		SPECIFICATION NUMBER
1.01	Definition of Terms and Permissible Abbreviations	101
1.05	Control of the Work	105
1.08	Prosecution and Progress	108
1.09	Measurement and Payment	109
1.10	Environmental Compliance	110
1.11	Claims	111
1.20	General Clauses for Facilities Construction	120

DIVISION II
CONSTRUCTION DETAILS

SECTION		SPECIFICATION NUMBER
2.02	Roadway Excavation, Formation of Embankment and Disposal of Surplus Material	202
2.05	Trench Excavation	205
3.04	Processed Aggregate Base	304
4.01	Concrete Pavement	401
5.14	Prestressed Concrete Members	514
6.01	Concrete for Structures	601
6.03	Structural Steel	603
6.12	Concrete Cylinder Curing Box	612
6.51	Culverts	651
7.02	Piles	702
8.22	Temporary Precast Concrete Barrier Curb	822
9.10	Metal Beam Rail	910
9.18	Three-Cable Guide Railing (I-Beam Post) and Anchorages	918
9.22	Bituminous Concrete Sidewalk Bituminous Concrete Driveway	922
9.44	Topsoil	944
9.49	Furnishing, Planting and Mulching Trees, Shrubs, Vines and Ground Cover Plants	949
9.75	Mobilization	975
10.01	Trenching and Backfilling	1001
10.10	Concrete Handhole	1010
11.13	Control Cable	1113
12.10	Epoxy Resin Pavement Markings, Symbols and Legends	1210

July 2012

DIVISION III
MATERIALS SECTION

SECTION		SPECIFICATION NUMBER
M.06	Metals	M06
M.13	Roadside Development	M13
M.16	Traffic Control Signals	M16
M.17	Elastomeric Materials	M17
M.18	Signing	M18

July 2012

STANDARD SPECIFICATIONS
FOR
ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION
FORM 816

ERRATA

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
iv	Table of Contents	11	Change “Guild” to “Guide”
4	1.01.01	8	After the end of the definition for “Plans,” insert as a subset, “A. Standard Sheets – Standardized plans containing details approved by the Department and the FHWA, for construction of a given type on any project, included in contracts on an as-needed basis.”
6	1.01.02	41	Change “Aluminum Association” to “Aluminum Association, Inc. (The)”
6	1.01.02	42	Delete “AAA – Aluminum Alloy Association”
7	1.01.02	1	Insert “AABC – Associated Air Balance Council”
7	1.01.02	1	Insert “AAMA – American Architectural Manufacturers Association”
7	1.01.02	12	Insert “ABMA – American Bearing Manufacturers Association”
7	1.01.02	12	Insert “ACGIH – American Council of Government Industrial Hygienists”
7	1.01.02	12	Change “American Concrete Institute” to “ACI International (American Concrete Institute)”
7	1.01.02	14	Insert “ADAAG – Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities”
7	1.01.02	16	Change “Associated General Contractors of America” to “Associated General Contractors of America (The)”
7	1.01.02	19	Insert “AI – Asphalt Institute”
7	1.01.02	19	Change “American Institute of Architects” to “American Institute of Architects (The)”
7	1.01.02	20	Delete “AIEE – American Institute of Electrical Engineers “
7	1.01.02	24	Delete “ALI – Associated Laboratories, Inc.”
7	1.01.02	26	Change “American Lumber Standard Committee” to “American Lumber Standards Committee, Incorporated”
7	1.01.02	27	Change “Air Movement and Control Association” to “Air Movement and Control Association International, Inc.”
7	1.01.02	31	Delete “AOEC – Area of Environmental Concern”
7	1.01.02	33	Change “The Engineered Wood Association” to “APA-The Engineered Wood Association”
7	1.01.02	37	Change “Air Conditioning” to “Air-Conditioning”
8	1.01.02	7	Change “Air Conditioning” to “Air-Conditioning”
8	1.01.02	8	Change “American Society of Mechanical Engineers” to “ASME International (The American Society of Mechanical Engineers International)”
8	1.01.02	18	Delete “ATA – American Transit Association”
8	1.01.02	20	Delete “AWG – American Wire Gauge”
8	1.01.02	22	Change “Wood-Preservers” to “Wood-Preservers’ “
8	1.01.02	33	Delete “AZI – American Zinc Institute”
8	1.01.02	35	Change “Building Officials and Code Administrators International” to “BOCA International, Inc.”

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
8	1.01.02	38	Change “Library” to “Laboratory”
9	1.01.02	2	Change “CONNDOT” to “ConnDOT”
9	1.01.02	6	Delete “CPI – Clay Pipe Institute”
9	1.01.02	9	Delete “CS – Commercial Standard”
9	1.01.02	10	Change “Construction Specifications Institute” to “Construction Specifications Institute (The)”
9	1.01.02	12	Change “Tower” to ”Technology”
9	1.01.02	17	Delete “DFPA – Douglas Fir Plywood Association”
9	1.01.02	19	Change “Department of Defense” to “Department of Defense Military Specifications and Standards”
9	1.01.02	21	Change “Association” to “Alliance”
9	1.01.02	23	Delete “U.S. Department of Transportation”
9	1.01.02	28	Delete “U.S. Department of Transportation”
9	1.01.02	30	Insert “FMG – FM Global”
9	1.01.02	31	Delete “U.S. Department of Transportation”
10	1.01.02	2	Delete “HASP – Health and Safety Plan”
10	1.01.02	3	Delete “HMA – Hot Mix Asphalt or Bituminous Concrete”
10	1.01.02	4	Delete “HPMA – Hardwood Plywood Manufacturers Association”
10	1.01.02	5	Insert “HPVA – Hardwood Plywood & Veneer Association”
10	1.01.02	9	Insert “ICC – International Code Council”
10	1.01.02	9	Change “Insulated Cable Engineers Association” to “Insulated Cable Engineers Association, Inc.”
10	1.01.02	10	Change “Institute of Electrical and Electronics Engineers” to “Institute of Electrical and Electronics Engineers, Inc. (The)”
10	1.01.02	21	Change “Military Standardization Documents, U.S. Department of Defense” to “(MILSPEC) Military Specification and Standards”
10	1.01.02	24	Delete “MS – Military Specifications”
10	1.01.02	26	Change “Manufacturers Standardization Society of the Valve and Fittings Industry Inc.” to “Manufacturers Standardization Society of The Valve and Fittings the Valve Industry Inc.”
10	1.01.02	29	Change “National Association of Architectural Metal Manufacturers (The)” to “National Association of Architectural Metal Manufacturers”
10	1.01.02	31	Insert “NADCA – National Air Duct Cleaners Association”
10	1.01.02	34	Delete “NBS – National Bureau of Standards”
10	1.01.02	35	Delete “NC – National Course”
11	1.01.02	3	Delete “NCPRC – National Clay Pipe Research Corporation”
11	1.01.02	10	Change “International Electrical Testing Association” to “InterNational Testing Association”
11	1.01.02	12	Delete “NFS – NFS International”
11	1.01.02	13	Insert “NHLA – National Hardwood Lumber Association”
11	1.01.02	18	Insert “NLGA – National Lumber Grades Authority”
11	1.01.02	18	Delete “NLMA – National Lumber Manufacturers Association”
11	1.01.02	21	Insert “NSF – NSF International”
11	1.01.02	21	Change “National Terrazzo and Mosaic Association (The)” to “National Terrazzo and Mosaic Association, Inc.”
11	1.01.02	26	Delete “PCC – Portland Cement Concrete”
11	1.01.02	28	Delete “PLP – Plastic Laminate Producers”
11	1.01.02	29	Delete “PS – Product Standard of NBS, U.S. Department of Commerce”
11	1.01.02	32	Delete “RLMI – Reflector and Lamp Manufacturers’ Institute”

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
11	1.01.02	35	Delete “SAWP – Society of American Wood Preservers”
11	1.01.02	36	Insert “SDI – Steel Deck Institute”
11	1.01.02	36	Insert “S.D.I. – Steel Door Institute”
11	1.01.02	37	Insert “SJI – Steel Joist Institute”
11	1.01.02	37	Insert “SMACNA – Sheet Metal and Air Conditioning Contractors’ National Association”
11	1.01.02	37	Change “Southern Pine Inspection Bureau” to “Southern Pine Inspection Bureau (The)”
12	1.01.02	9	Change “Tile Council of America“ to “Tile Council of America, Inc.”
12	1.01.02	10	Insert “TIA – Telecommunications Industry Association”
12	1.01.02	10	Insert “TPI – Truss Plate Institute, Inc.”
12	1.01.02	10	Delete “UBC – Uniform Building Code”
12	1.01.02	11	Change “Underwriters Laboratories, Inc.” to “Underwriters Laboratories Inc.”
12	1.01.02	12	Delete “UMTA – Urban Mass Transportation Administration, U.S. Department of Transportation”
12	1.01.02	14	Delete “UPC – Uniform Plumbing Code”
12	1.01.02	15	Insert “USGBC – U.S. Green Building Council”
12	1.01.02	16	Delete “USS – United States Standard”
12	1.01.02	17	Delete “VOC – Volatile Synthetic Organic Chemicals”
12	1.01.02	19	Delete “WCLA – West Coast Lumberman’s Association”
12	1.01.02	20	Insert “WCSC – Window Covering Safety Council”
12	1.01.02	20	Delete “WSA – Temporary Waste Stockpile Area”
12	1.01.03	31	Insert “AOEC – Area of Environmental Concern”
12	1.01.03	31	Insert “AWG – American Wire Gauge”
13	1.01.03	16	Insert “HASP – Health and Safety Plan”
13	1.01.03	29	Insert “PCC – Portland Cement Concrete”
14	1.01.03	25	Insert “VOC – Volatile Organic Compound”
14	1.01.03	26	Insert “WSA – Temporary Waste Stockpile Area”
22	1.03.07	23	Change “**$1,000,000**” to “**$2,000,000**”
32	1.05.01	38	Change “Connecticut General Statutes” to “CGS”
45	1.05.15	29	Change “Department of Public Utility Control” to “DPUC”
105	1.20	29	Change “Workmen and Equipment” to “Personnel and Equipment”
105	1.20	31	Delete “Completion of Construction Work and”
107	1.20-1.02.13	15	Change “Americans with Disabilities Act Accessibility Guidelines” to “ADAAG”
108	1.20-1.04.01	26	Change “othewise” to “otherwise”
119	1.20-1.05.25	4	Change “Certificate of Compliance” to “C.O.C.”
122	1.20-1.06.08	3	Change “Certificate of Compliance” to “C.O.C.”
131	1.20-1.08.05	34	Change “Workmen and Equipment” to “Personnel and Equipment”
132	1.20-1.08.11	12	Change “Certificate of Compliance” to “C.O.C.”
133	1.20-1.08.13	7	Delete “Completion of Construction Work and”
133	1.20-1.08.13	9	Change “Certificate of Compliance” to “C.O.C.”
133	1.20-1.08.11	15	Change “Certificate of Compliance” to “C.O.C.”
133	1.20-1.08.11	20	Change “Certificate of Compliance” to “C.O.C.”
143	2.02.01	28	Insert “, swales” after “channels”
245	4.06.04	11	Change “**Over weight (mass) Adjustments -**” and replace with indented “Over weight (mass) Adjustments -” as a subsection of “**1. Bituminous Concrete Class ( )**”.

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
259	5.03.03	24	Change “Such requirements of Article 5.02.03 as are pertinent shall apply equally to this construction.” To “All such plans prepared by the Contractor shall be considered working drawings and shall be submitted with engineering calculations to the Engineer for review in accordance with the requirements of Article 1.05.02."
270	5.08.02	4	Change “M.06.02-12” to “M.06.02-4 Welded Stud Shear Connectors”
271	5.09.02	39	Change “M.06.02-12” to “M.06.02-4 Welded Stud Shear Connectors”
284	5.14.03-12	12	Change “Article M.06.02-13” to “Subarticle 6.03.03 (a) Shop Fabrication Notice”
351	6.03.03	8	Change “MS MIL-C-11796B” to “MIL-C-11796B”
434	9.04.02	14	Change “Subarticle M.06.02-1” to “Article 6.03.02”
434	9.04.02	15	Change “M.06.02-9(d) for metal bridge rail (cast post—aluminum).” to “Malleable castings shall conform to the requirements of the specifications for malleable iron castings, ASTM A 47, Grade No. 32510 (22010). Ductile iron castings shall conform to the Specifications for Ductile Iron Castings, ASTM A 536, Grade 60-40-18 (414-276-18) unless otherwise specified. In addition to the specified test coupons, test specimens from parts integral with the castings, such as risers, shall be tested for castings having a weight (mass) of more than 1000 pounds (455 kilograms) to determine that the required quality is obtained in the castings in the finished condition.”
452	9.14.02	2	Change “Subarticle M.06.02-8” to “ASTM A 53, Type E or S, Grade A, Schedule 40 Black Finish.”
452	9.14.02	4	Change “Subarticle M.06.02-9(d) except that the grade shall be 32510” to “the specifications for malleable iron castings, ASTM A 47, Grade No. 32510 (22010). Ductile iron castings shall conform to the Specifications for Ductile Iron Castings, ASTM A 536, Grade 60-40-18 (414-276-18) unless otherwise specified. In addition to the specified test coupons, test specimens from parts integral with the castings, such as risers, shall be tested for castings having a weight (mass) of more than 1000 pounds (455 kilograms) to determine that the required quality is obtained in the castings in the finished condition.”
496	9.70.01	37	Change “CDOT” to “ConnDOT”
569	11.14.05	19	Change “Span Wire” to “Span Wire (Type)”
577	12.01.03	7	Change “6.03.03-19” to “6.03.03-4 (f) High Strength Bolted Connections”
577	12.01.03	23	Change “Article 6.03.03-15” to “Subarticle 6.03.03-4(c) Bearings”
577	12.01.03	27	Change “Article 6.03.03-19 (c)(3)” to “Subarticle 6.03.03-4 (f) High Strength Bolted Connections Turn-of-Nut Installation Method”
604	18.00.02	7	Change “National Cooperative Highway Research Program (NCHRP)” to “NCHRP”
623	M.03.01	9	Change “Cement and Concrete Reference Laboratory” to “CCRL”
623	M.03.01	13	Change “Cement and Concrete Reference Laboratory” to “CCRL”
626	M.03.01	2	Change “Cement and Concrete Reference Laboratory” to “CCRL”

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
626	M.03.01	3	Change “NBS” to “NIST”
632	M.03.01	18	Change “Cement and Concrete Reference Laboratory” to “CCRL”
638	M.04.02	37	Change “Asphalt Institute’s” to “AI’s”
711	M.10.02-1	17	Change “Subarticle M.06.02-1(b)” to “Article M.06.02”
720	M.10.08-3	2	Change “Subarticle M.06.02-1(b)” to “Article M.06.02”
735	M.13.03	22	Change “AOAC International” to “AOAC”
760	M.15.15	21	Change “non-fusible” to “fused”
780	M.16.08	41	Change “Americans With Disabilities Act (ADA)” to “ADA”
790	M.16.10	24	Change “Underwriter’s Laboratory” to “UL”
800	M.17.01	19	Change “AAA 6061-T6” to “AA 6061-T6”
837	Pay Items	24	Change “Span Wire” to “Span Wire (Type)”
845	Index	6	Add page 133 to “Acceptance of Project”
846	Index	13	Add page 107 to “Bids: Consideration of”
847	Index	28	Add page 132 to “Cleaning Up, Final”
849	Index	25	Add page 107 to “Consideration of Bids”
849	Index	39	Add page 108 to “Contract: Intent of”
850	Index	3	Add page 133 to “Contractor’s: Responsibility, Termination of the”
850	Index	13	Add page 114 to “Cooperation by Contractor”
850	Index	15	Add page 114 to “Coordination of Special Provisions, Plans, Supplemental Specifications and Standard Specifications and Other Contract Requirements”
850	Index	40	Add page 128 to “Cutting and Patching:”
852	Index	16	Add page 106 to “Examination of Plans, Specifications, Special Provisions and Site of Work”
852	Index	38	Insert “Facilities, Temporary…126”
853	Index	7	Add page 132 to “Final: Cleaning Up”
854	Index	35	Add page 115 to “Inspection”
855	Index	11	Add page 108 to “Intent of Contract”
855	Index	22	Add page 106 to “Knowledge of Applicable Laws”
855	Index	25	Add page 106 to “Laws: Knowledge of Applicable”
856	Index	27	Add page 120 to “Materials: Source of Supply and Quality”
856	Index	28	Add page 121 to “Materials: Storage of”
857	Index	33	Add page 133 to “Operation and Maintenance Manuals:”
857	Index	34	Change page 133 to 136 for “Equipment and Systems Maintenance Manual”
859	Index	2	Add page 131 to “Personnel and Equipment”
860	Index	6	Add page 114 to “Plans: Coordination of Special Provisions, Supplemental Specifications and Standard Specifications and Other Contract Requirements”
860	Index	7	Add page 106 to “Plans: Examination of”
860	Index	30	Change page 108 to 112 for “Product Data”
860	Index	31	Change page 108 to 112 for “Product Samples “
860	Index	32	Add page 124 to “Product Selection:”
861	Index	12	Add page 126 to “Prosecution of Work”
861	Index	38	Change page 115 to 135 for “Record Drawings”
863	Index	3	Add page 125 to “Sanitary Provisions”
863	Index	18	Insert “Services, Temporary…126”
863	Index	23	Add page 111 to “Shop Drawings”
864	Index	4	Add page 106 to “Site of Work, Examination of”

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
864	Index	12	Add page 120 to “Source of Supply and Quality”
864	Index	19	Add page 114 to “Special Provisions: Coordination of Plans, Supplemental Specifications and Standard Specifications and Other Contract Requirements”
864	Index	20	Add page 106 to “Special Provisions: Examination of”
864	Index	26	Add page 114 to “Specifications: Coordination of Plans, Special Provisions and Other Contract Requirements”
864	Index	27	Add page 106 to “Specifications: Examination of”
864	Index	43	Add page 121 to “Storage”
865	Index	27	Delete page 108 from “Submittals: Shop Drawings”
865	Index	45	Insert “Temporary Utilities, Services, and Facilities…126”
866	Index	2	Add page 133 to “Termination of Contractor’s Responsibility”
866	Index	23	Insert “Training…137”
866	Index	45	Add page 133 to “Utility Services”
867	Index	8	Insert “Warranties…121”
867	Index	24	Add page 126 to “Work: Prosecution of”

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.01
DEFINITIONS OF TERMS AND PERMISSIBLE ABBREVIATIONS

1.01.01 — Definitions:

Add the following definition:

SUBSTANTIAL COMPLETION: The date at which the performance of all work on the Project has
been completed except minor or incidental items, final cleanup, work required under a warranty, and repair
of unacceptable work, and provided the Engineer has determined that:

A. The Project is safe and convenient for use by the public, and

B. All traffic lanes including all safety appurtenances are in their final configuration, and

C. Failure to complete the work and repairs excepted above does not result in the deterioration of other completed work; and provided further, that the value of work remaining to be performed, repairs, and cleanup is less than one percent (1%) of the estimated final Contract amount, and

D. If applicable a Certificate of Compliance has been issued.

1.01.02 — Abbreviations, Publications, and Standards:

Delete the like-named abbreviations and replace it with the following abbreviations:

"AA – Aluminum Association, Inc. (The)
ALSC – American Lumber Standard Committee, Incorporated
AMCA – Air Movement and Control Association International, Inc.
AOSA – Association of Official Seed Analysts, Inc.
ASME – ASME International (The American Society of Mechanical Engineers International)
CTI – Cooling Technology Institute
EIA – Electronic Industries Alliance
ICEA – Insulated Cable Engineers Association, Inc.
IEEE – Institute of Electrical and Electronics Engineers, Inc. (The)
NTMA – National Terrazzo & Mosaic Association, Inc. (The)
TCA – Tile Council of America, Inc."

Delete the Following abbreviations:

"ADA – Americans with Disabilities Act
AFPA – American Forest and Paper Association

BOCA – Building Officials and Code Administrators International
FM – Factory Mutual System
ICBO – International Conference of Building Officials
MIL – Military Standardization Documents, U.S Department of Defense
MS – Military Specifications
NWWDA – National Wood Window and Door Association
NFS – NFS International"

Add the following abbreviations:

"ADAAG – Americans with Disabilities Act (ADA)
AABC – Associated Air Balance Council
AAMA – American Architectural Manufacturers Association
ABMA – American Bearing Manufacturers Association
AF&PA – American Forest & Paper Association
AI – Asphalt Institute
BIA – Brick Industry Association (The)
CDA – Copper Development Association Inc.
CGA – Compressed Gas Association
FMG – FM Global
HI – Hydraulic Institute
HPVA – Hardwood Plywood & Veneer Association
ICC – International Code Council
ICC-ES – ICC Evaluation Service, Inc.
IEC – International Electrotechnical Commission
IGMA – Insulating Glass Manufacturers Alliance
ISO – International Organization for Standardization
MILSPEC – Military Specification and Standards
NADCA –National Air Duct Cleaners Association
NFRC – National Fenestration Rating Council
NHLA – National Hardwood Lumber Association
NSF – NSF International (National Sanitation Foundation International)
PDI – Plumbing & Drainage Institute
SDI – Steel Deck Institute *or*
- Steel Door Institute
SJI – Steel Joist Institute
SMACNA – Sheet Metal and Air Conditioning Contractors' National Association
SPRI – Single Ply Roofing Industry
SWRI – Sealant, Waterproofing, & Restoration Institute
TIA/EIA – Telecommunications Industry Association/Electronic Industries Alliance
TRB – Transportation Research Board
UFAS – Uniform Federal Accessibility Standards
USGBC – U.S. Green Building Council
WDMA – Window & Door Manufacturers Association"

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.05
CONTROL OF THE WORK

Replace Article 1.05.08 – Vacant with the following:

1.05.08—SCHEDULES AND REPORTS:

When a project coordinator is not required by the Contract the following shall apply:

Baseline Bar Chart Construction Schedule: Within 20 calendar days after contract award the Contractor shall develop a comprehensive bar chart as a baseline schedule for the project. The bar chart schedule shall be submitted to the Engineer for approval and shall be based on the following guidelines:
1. The bar chart schedule shall contain a list of activities that represents the major activities of the project. At a minimum, this list should include a breakdown by individual structure or stage, including major components of each. The bar chart schedule shall contain sufficient detail to describe the progression of the work in a comprehensive manner. As a guide, 10 to 15 bar chart activities should be provided for each $1 million of contract value. The following list is provided as an example only and is not meant to be all-inclusive or all-applicable:

General Activities Applicable to all projects

Project Constraints
- -Winter shutdowns
- -Environmental permits/application time of year restrictions
- -Milestones
- -Third Party approvals
- -Long lead time items (procurement and fabrication of major elements)
- -Adjacent Projects or work by others

Award
Notice to Proceed
Signing (Construction, temporary, permanent by location)
Mobilization
Permits as required
Field Office
Utility Relocations
Submittals/shop drawings/working drawings/product data
Construction of Waste Stock pile area
Clearing and Grubbing
Earthwork (Borrow, earth ex, rock ex etc.)
Traffic control items (including illumination and signalization)
Pavement markings
Roadway Construction (Breakdown into components)
Drainage (Breakdown into components)

Culverts
Plantings (including turf establishment)
Semi-final inspection
Final Cleanup

As required the following may supplement the activities listed above for the specific project types indicated:

a. For bridges and other structures, include major components such as abutments, wingwalls, piers, decks and retaining walls; further breakdown by footings, wall sections, parapets etc.

Temporary Earth Retention Systems
Cofferdam and Dewatering
Structure Excavation
Piles/test piles
Temporary Structures
Removal of Superstructure
Bearing Pads
Structural Steel (Breakdown by fabrication, delivery, installation, painting etc.)
Bridge deck

b. Multiple location projects such as traffic signal, incident management, lighting, planting and guiderail projects will be broken down first by location and then by operation. Other major activities of these types of projects should include, but are not limited to:

Installation of anchors
Driving posts
Foundations
Trenching and Backfilling
Installation of Span poles/mast arms
Installation of luminaries
Installation of cameras
Installation of VMS
Hanging heads
Sawcut loops
Energizing equipment

c. Facility Projects – Facilities construction shall reflect the same breakdown of the project as the schedule of values:

Division 2 – Existing Conditions
Division 3 – Concrete
Division 4 – Masonry
Division 5 – Metals

Division 6 – Wood, Plastic, and Composites
Division 7 – Thermal and Moisture Protection
Division 8 – Openings
Division 9 – Finishes
Division 10 – Specialties
Division 11 – Equipment
Division 12 - Furnishings
Division 13 – Special Construction
Division 14 – Conveying Equipment
Division 21 – Fire Suppression
Division 22 – Plumbing
Division 23 – Heating, Ventilating, and Air Conditioning
Division 26 – Electrical
Division 27 – Communications
Division 28 – Electronic Safety and Security
Division 31 – Earthwork
Division 32 – Exterior Improvements
Division 33 - Utilities

2. If the Engineer determines that additional detail is necessary, the Contractor shall provide it.
3. Each activity shall have a separate schedule bar. The schedule timeline shall be broken into weekly time periods with a vertical line to identify the first working day of each week.
4. The bar chart schedule shall show relationships among activities. The critical path for the Project shall be clearly defined on the schedule. The schedule shall show milestones for major elements of work, and shall be prepared on a sheet, or series of sheets of sufficient width to show data for the entire construction period.
5. If scheduling software is used to create the bar chart schedule, related reports such as a predecessor and successor report, a sort by total float, and a sort by early start shall also be submitted.

6. Project activities shall be scheduled to demonstrate that the construction completion date for the Project will occur prior to expiration of the Contract time. In addition, the schedule shall demonstrate conformance with any other dates stipulated in the Contract.
7. The Contractor is responsible to inform its subcontractor(s) and supplier(s) of the project schedule and any relevant updates.
8. There will be no direct payment for furnishing schedules, the cost thereof shall be considered as included in the general cost of the work.
9. For projects without a Mobilization item, 5% of the contract value will be withheld until such time as the Baseline Schedule is approved.

Monthly Updates: No later than the 10th day of each month, unless directed otherwise by the Engineer, the Contractor shall deliver to the Engineer three copies of the schedule to show the work actually accomplished during the preceding month, the actual time spent on each activity, and the estimated time needed to complete any

activity which has been started but not completed. Each time bar shall indicate, in 10% increments, the estimated percentage of that activity which remains to be completed. As the Project progresses, the Contractor shall place a contrasting mark in each bar to indicate the actual percentage of the activity that has been completed.

The monthly update shall include revisions of the schedule necessitated by revisions to the Project directed by the Engineer (including, but not limited to extra work), during the month preceding the update. Similarly, any changes of the schedule required due to changes in the Contractor's planning or progress shall also be included. The Engineer reserves the right to reject any such revisions. If the schedule revisions extend the contract completion date, due to extra or added work or delays beyond the control of the Contractor, the Contractor shall submit a request in writing for an extension of time in accordance with Article 1.08.08. This request shall be supported by an analysis of the schedules submitted previously.

Any schedule revisions shall be identified and explained in a cover letter accompanying the monthly update. The letter shall also describe in general terms the progress of the Project since the last schedule update and shall identify any items of special interest.

If the Contractor fails to provide monthly schedule updates, the Engineer has the right to hold 10% of the monthly estimated payment, or $5,000, whichever is less, until such time as an update has been provided in accordance with this provision.

Biweekly Schedules: Each week, the Contractor shall submit to the Engineer a two week look-ahead schedule. This short-term schedule may be handwritten but shall clearly indicate all work planned for the following two week period.

Recovery Schedules: If the updated schedule indicates that the Project has fallen behind schedule, the Contractor shall either submit a time extension request in accordance with 1.08.08 or immediately institute steps acceptable to the Engineer to improve its progress of the Project. In such a case, the Contractor shall submit a recovery plan, as may be deemed necessary by the Engineer, to demonstrate the manner in which an acceptable rate of progress will be regained.

Replace the first paragraph of Article 1.05.12 – Payrolls with the following:

For each week of the Project from the first week during which an employee of the Contractor does Project work to which prevailing wage requirements apply, until the last week on which such an employee does such work, the Contractor shall furnish to the Engineer certified copies of payrolls showing (a) the names of the employees who worked on the Project and whose work is subject to prevailing wage requirements, (b) the specific days and hours and numbers of hours that each such employee worked on the Project, and (c) the amount of money paid to each such employee for Project work. Each such payroll shall include the statement(s) of compliance with prevailing wage laws required by the State of Connecticut and, if applicable, by the Federal government. Said payrolls must contain all information required by Connecticut General Statutes Section 31-53 (as it may be revised). For contracts subject to Federal prevailing wage requirements, each payroll shall also contain the information required by the Davis Bacon and Related Acts (DBR). All of the payroll requirements in this Article shall also apply to the work of any subcontractor or other party that performs work on the Project site, and the Contractor shall be responsible for ensuring that each such party meets said requirements.

Add the following Article:

1.05.17 - WELDING

The Contractor shall ensure that all welding of materials permanently incorporated into the work, and welding of materials used temporarily during construction of the work is performed in accordance with the following codes:

- American Welding Society (AWS) Structural Welding Code – Steel – ANSI/AWS D1.1: Miscellaneous steel items that are statically loaded including but not limited to columns, and floor beams in buildings, railings, sign supports, cofferdams, tubular items, and modifications to existing statically loaded structures.
- AWS Structural Welding Code – Aluminum – AWS D1.2/D1.2M: Any aluminum structure or member including but not limited to brackets, light standards, and poles.
- AWS Structural Welding Code – Sheet Steel – AWS D1.3/D1.3M: Sheet steel and cold-formed members 0.18 in.(4.6 mm) or less in thickness used as, but not limited, to decking and stay-in-place forms.
- AWS Structural Welding Code – Reinforcing Steel – AWS D1.4/D1.4M: Steel material used in the reinforcement of cast-in-place or pre-cast Portland cement concrete elements including but not limited to bridge decks, catch basin components, walls, beams, deck units, and girders.
- AASHTO/AWS – Bridge Welding Code, AASHTO/AWS D1.5/D1.5M: Steel highway bridges and other dynamically loaded steel structures. Also includes sign supports, and any other fracture critical structure.

The edition governing the work shall be in effect on the date the Contract was advertised for solicitation of bids.

The Contractor is responsible to provide a Certified Welding Inspector in accordance with the above noted codes. The cost for this service is included in the general cost of the work.

All welders shall be certified by the Engineer in accordance with Section 6.03.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.08
PROSECUTION AND PROGRESS

Article 1.08.01 – Transfer of Work or Contract:

Replace the last paragraph with the following:

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any individual or entity without the written consent of the Commissioner. No payment will be made for such work until written consent is provided by the Commissioner.

Article 1.08.07 – Determination of Contract Time:

Replace the fifth paragraph with the following:

The total elapsed time in calendar days, computed as described above, from the commencement date specified in the Engineer's "Notice to Proceed" to the “Substantial Completion” date specified in the Engineer's "Notice of Substantial Completion" shall be considered as the time used in the performance of the Contract work.

Article 1.08.09 – Failure to Complete Work on Time:

Replace the second paragraph with the following:

If the last day of the initial Contract time or the initial Contract date determined for Substantial Completion is before December 1 in the given year, liquidated damages as specified in the Contract shall be assessed against the Contractor per calendar day (including any days during a winter shutdown period) from that day until the date on which the Project is substantially completed.

1.08.12—Final Inspection:

Replace the first paragraph with the following:

If the Engineer determines that the work may be substantially complete, a Semi Final Inspection will be held as soon as practical. After the Semi Final Inspection is held and the Engineer determines that the requirements for Substantial Completion have been satisfied the Engineer will prepare a “Notice of Substantial Completion”.

When the Contractor has completed all work listed in the “Notice of Substantial Completion” the Contractor shall prepare a written notice requesting a Final Inspection and a “Certificate of Acceptance of Work”. The Engineer will hold an Inspection of the Project as soon as practical after the Engineer determines that the Project may be completed. If the Engineer deems the Project complete, said inspection shall constitute the Final Inspection, and the Engineer will notify the Contractor in writing that the Final Inspection has been performed.

1.08.13 – Acceptance of Work and Termination of the Contractor’s Responsibility:

Replace the only paragraph with the following:

The Contractor’s responsibility for non-administrative Project work will be considered terminated when the final inspection has been held, any required additional work and final cleaning-up have been completed, all final operation and maintenance manuals have been submitted, and all of the Contractor’s equipment and construction signs have been removed from the Project site. When these requirements have been met to the satisfaction of the Engineer, the Commissioner will accept the work by certifying in writing to the Contractor that the non-administrative Project work has been completed.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.09
MEASUREMENT AND PAYMENT

Article 1.09.04 – Extra and Cost-Plus Work

Delete the word "bonding" *under section* ***(a) Labor****, (3).*

Delete existing section (e) and replace with the following:

(e) Administrative Expense: When extra work on a cost-plus basis is performed by an authorized subcontractor, the Department will pay the Contractor an additional 7.5% for that work; such payment will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in connection with such work. Approval of such additional payments will be given only after the Contractor provides to the Engineer receipted invoices for all relevant costs.

Change Section designation for Miscellaneous from:

(f) Miscellaneous to: **(g) Miscellaneous**

Add the following as ***(f)****:*

(f) Bonding Costs: For bonding on the total cost of the cost-plus work including administrative expenses as outlined in (e) above, the Contractor shall receive its actual cost. The Contractor shall provide to the Engineer documentation, satisfactory to the Engineer in form and substance, of all such costs.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.10
ENVIRONMENTAL COMPLIANCE

Add the following Article:

1.10.08 – VEHICLE EMISSIONS

All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

The Contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.

Idling of delivery trucks, dump trucks, and other equipment shall not be permitted in excess of 3 minutes during periods of non-activity except as allowed by the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed "to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

(i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,

(ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,

(iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,

(iv) To bring the mobile source to the manufacturer's recommended operating temperature,

(v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F) [negative seven degrees Celsius (-7 degrees C)],

(vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or

(vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed within (less than 50 feet (15 meters)) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to the Engineer for review and all comments are addressed in a manner acceptable to the Engineer. The mitigation plan must address the control of vehicle emissions from all vehicles and construction equipment.

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

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.11
CLAIMS

Add the following Section:

1.11.01 – General: When filing a formal claim under Section 4-61 (referred to as "Section 4-61" below) of the C.G.S. (as revised), either as a lawsuit in the Superior Court or as a demand for arbitration, the Contractor must follow the procedures and comply with the requirements set forth in this Section of the Specifications. This Section does not, unless so specified, govern informal claims for additional compensation which the Contractor may bring before the Department. The Contractor should understand, however, that the Department may need, before the Department can resolve such a claim, the same kinds of documentation and other substantiation that it requires under this Section. It is the intent of the Department to compensate the Contractor for actual increased costs caused by or arising from acts or omissions on the part of the Department that violate legal or contractual duties owed to the Contractor by the Department.

1.11.02 – Notice of Claim: Whenever the Contractor intends to file a formal claim against the Department under Section 4-61, seeking compensation for additional costs, the Contractor shall notify the Commissioner in writing (in strict compliance with Section 4-61) of the details of said claim. Such written notice shall contain all pertinent information described in Article 1.11.05 below.

Once formal notice of a claim under C.G.S. Section 4-61 (b) (as revised) has been given to the Commissioner, the claimant may not change the claim in any way, in either concept or monetary amount, (1) without filing a new notice of claim and demand for arbitration to reflect any such change and (2) without the minimum period of six months after filing of the new demand commencing again and running before any hearing on the merits of the claim may be held. The only exception to this limitation will be for damages that continue to accrue after submission of the notice, in ways described and anticipated in the notice.

1.11.03 – Record Keeping: The Contractor shall keep daily records of all costs incurred in connection with its construction-related activities on behalf of the Department. These daily records shall identify each aspect of the Project affected by matters related to any claim for additional compensation that the Contractor has filed, intends to file, or has reason to believe that it may file against the Department; the specific Project locations where Project work has been so affected; the number of people working on the affected aspects of the Project at the pertinent time(s); and the types and number of pieces of equipment on the Project site at the pertinent time(s). If possible, any potential or anticipated effect on the Project's progress or schedule which may result in a claim by the Contractor should also be noted contemporaneously with the cause of the effect, or as soon thereafter as possible.

1.11.04 – Claim Compensation: The payment of any claim, or any portion thereof, that is deemed valid by the Engineer shall be made in accordance with the following provisions of this Article:

(a) Compensable Items: The liability of the Department for claims will be limited to the following specifically-identified items of cost, insofar as they have not otherwise been paid for by the Department, and insofar as they were caused solely by the actions or omissions of the Department or its agents (except that with regard to payment for extra work, the Department will pay to the Contractor the mark-ups provided for in Article 1.04.05.):

(1) Additional Project-site labor expenses.
(2) Additional costs for materials.
(3) Additional, unabsorbed Project-site overhead (**e.g.**, for mobilization and demobilization).
(4) Additional costs for active equipment.
(5) For each day of Project delay or suspension caused solely by actions or omissions of the Department, either

(i) an additional ten percent (10%) of the total amount of the costs identified in Subarticles (1) through (4) above; except that if the delay or suspension period prevented the Contractor from incurring enough Project costs under Subarticles (1) through (4) during that period to require a payment by the Department that would be greater than the payment described in subparagraph (ii) below, then the payment for affected home office overhead and profit shall instead be made in the following *per diem* amount:

(ii) six percent (6%) of the original total Contract amount divided by the original number of days of Contract time.

Payment under either (i) or (ii) hereof shall be deemed to be complete and mutually-satisfactory compensation for any unabsorbed home office overhead and any profit related to the period of delay or suspension.

(6) Additional equipment costs. Only actual equipment costs shall be used in the calculation of any compensation to be made in response to claims for additional Project compensation. Actual equipment costs shall be based upon records kept in the normal course of business and in accordance with generally-accepted accounting principles. Under no circumstances shall Blue Book or other guide or rental rates be used for this purpose (unless the Contractor had to rent the equipment from an unrelated party, in which case the actual rental charges paid by the Contractor, so long as they are reasonable, shall be used). Idle equipment, for instance, shall be paid for based only on its actual cost to the Contractor.
(7) Subcontractor costs limited to, and determined in accordance with, Subarticles (1), (2), (3), (4), and (5) above and applicable statutory and case law. Such subcontractor costs may be paid for by the Department only (a) in the context of an informal claims settlement or (b) if the Contractor has itself paid or legally-assumed, present unconditional liability for those subcontractor costs.

(b) Non-Compensable Items: The Department will have no liability for the following specifically-identified non-compensable items:

(1) Profit, in excess of that provided for herein.
(2) Loss of anticipated profit.
(3) Loss of bidding opportunities.
(4) Reduction of bidding capacity.
(5) Home office overhead in excess of that provided for in Article 1.11.04(a)(5) hereof.
(6) Attorneys fees, claims preparation expenses, or other costs of claims proceedings or resolution.
(7) Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these Specifications or elsewhere in the Contract.

1.11.05 – Required Claim Documentation: All claims shall be submitted in writing to the Commissioner, and shall be sufficient in detail to enable the Engineer to ascertain the basis and the amount of each claim, and to investigate and evaluate each claim in detail. As a minimum, the Contractor must provide the following information for each and every claim and sub-claim asserted:

(a) A detailed factual statement of the claim, with all dates, locations and items of work pertinent to the claim.
(b) A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim, must be specifically identified or explained.
(c) Excerpts from manuals or other texts which are standard in the industry, if available, that support the Contractor's claim.
(d) The details of the circumstances that gave rise to the claim.
(e) The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the Contractor.
(f) Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.
(g) If an extension of time is sought, the specific dates and number of days for which it is sought, and the basis or bases for the extension sought. A critical path method, bar chart, or other type of graphical schedule that supports the extension must be submitted.

(h) When submitting any claim over $50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:
    (1) That supporting data is accurate and complete to the Contractors best knowledge and belief;
    (2) That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Departments liability;
    (3) The certification shall be executed by:
        a. If the Contractor is an individual, the certification shall be executed by that individual.
        b. If the Contractor is not an individual, the certification shall be executed by a senior company official in charge at the Contractor's plant or location involved or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractors affairs.

1.11.06 – Auditing of Claims: All claims filed against the Department shall be subject to audit by the Department or its agents at any time following the filing of such claim. The Contractor and its subcontractors and suppliers shall cooperate fully with the Department's auditors. Failure of the Contractor**,** its subcontractors, or its suppliers to maintain and retain sufficient records to allow the Department or its agents to fully evaluate the claim shall constitute a waiver of any portion of such claim that cannot be verified by specific, adequate, contemporaneous records, and shall bar recovery on any claim or any portion of a claim for which such verification is not produced. Without limiting the foregoing requirements, and as a minimum, the Contractor shall make available to the Department and its agents the following documents in connection with any claim that the Contractor submits:

(1) Daily time sheets and foreman's daily reports.
(2) Union agreements, if any.
(3) Insurance, welfare, and benefits records.
(4) Payroll register.
(5) Earnings records.
(6) Payroll tax returns.
(7) Records of property tax payments.
(8) Material invoices, purchase orders, and all material and supply acquisition contracts.
(9) Materials cost distribution worksheets.
(10) Equipment records (list of company equipment, rates, etc.).
(11) Vendor rental agreements
(12) Subcontractor invoices to the Contractor, and the Contractor's certificates of payments to subcontractors.
(13) Subcontractor payment certificates.
(14) Canceled checks (payroll and vendors).
(15) Job cost reports.
(16) Job payroll ledger.

(17) General ledger, general journal (if used), and all subsidiary ledgers and journals**,** together with all supporting documentation pertinent to entries made in these ledgers and journals.
(18) Cash disbursements journals.
(19) Financial statements for all years reflecting the operations on the Project.
(20) Income tax returns for all years reflecting the operations on the Project.
(21) Depreciation records on all company equipment**,** whether such records are maintained by the company involved, its accountant, or others.
(22) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
(23) All documents which reflect the Contractor's actual profit and overhead during the years that the Project was being performed**,** and for each of the five years prior to the commencement of the Project.
(24) All documents related to the preparation of the Contractor's bid**,** including the final calculations on which the bid was based.
(25) All documents which relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.
(26) Worksheets used to prepare the claim, which indicate the cost components of each item of the claim, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and subcontractors' damages, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.
(27) The name, function, and pertinent activity of each Contractor's or subcontractor's official, or employee involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.
(28) The amount(s) of additional compensation sought and a break-down of the amount(s) into the categories specified as payable under Article 1.11.04 above.
(29) The name, function, and pertinent activity of each Department official, employee or agent involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.20
GENERAL CLAUSES FOR FACILITIES CONSTRUCTION

1.20-1.00 – General:

Delete the last sentence of the first paragraph and replace with the following:

"Facilities Construction is defined as the type of construction that requires the issuance of a Certificate of Compliance (C.O.C.) by the State Building Inspector or his authorized representative at the completion of a project, and includes site work considered ancillary to this type of construction."

Add the following article:

1.20-1.01.01—Definitions:

OWNER: Where used herein, it is synonymous with Department or State.

1.20-1.02.04 – Examination of Plans, Specifications, Special Provisions and Site of Work:

Delete the first sentence of the first paragraph and replace with the following:

"CSI-formatted specifications are organized into Divisions and Sections based on the CSI's "MasterFormat" numbering system."

1.20-1.02.13 – Knowledge of Applicable Laws:

Delete Items 1 through 9 in their entirety and replace with the following:

1. "The 2003 International Building Code with the State Building Code, including latest Connecticut Supplement and Amendments.
2. The 2003 International Plumbing Code.
3. The 2003 International Mechanical Code.
4. The 2003 International Existing Building Code.
5. The 2006 International Energy Conservation Code.
6. The 2005 NFPA 70 National Electrical Code.
7. The 2003 ICC/ANSI A117.1.

8. The Fire Safety Code, including latest Connecticut Supplement and Amendments.
9. The 2003 International Fire Code.
10. The 2003 NFPA 1 Uniform Fire Code.
11. The 2003 NFPA 101 Life Safety Code."

Add the following as the new last paragraph:

"All work to be performed by the Contractor shall comply with the "Americans with Disabilities Act Accessibility Guidelines."

1.20-1.03.01 – Consideration of Bids:

Delete the entire article and replace with the following:

"The apparent low bidder shall submit to the Manager of Contracts a Schedule of Values within 14 days after bid opening. Any other Contractor that the Department may subsequently designate as the apparent lowest bidder shall make the aforesaid submission within 14 days from the date on which the Department notifies said Contractor that it has become the apparent lowest bidder. If, however, the Department deems it necessary for such a subsequently designated Contractor to make said submission within a shorter period of time, the Contractor shall make the submission within the time designated by the Department.

The total in the Schedule of Values shall equal the bid dollar amount for the Major Lump Sum Item (MLSI).

The Schedule of Values shall be divided into "Line Items" listed separately for each CSI Section of the Special Provisions. An additional line item for "Mobilization" may be incorporated into the Schedule of Values; however, this item may not exceed 10% of the value of the MLSI. The "Mobilization" line item will also include costs associated with "General Conditions" and "Insurance/Bonding." Where requested by the Department, the Contractor shall break down the line items further into more specific line items.

In the event that this Contract is terminated or a portion of this Contract is deleted for any reason or in any way allowable by law under this Contract after the apparent low bidder has been awarded the Contract, the Schedule of Values will <u>not</u> be used for estimating payment due the Contractor for work completed prior to such termination of the Contract or deletion of work thereunder. In the case of Contract termination, payment shall be made in accordance with Article 1.05.14."

1.20-1.05.02--Shop Drawings, Product Data, Product Samples and Quality Assurance Submittals

Delete the last sentence of the first paragraph and replace with the following:

"All facsimiles or other electronic documents from the Contractor shall be followed by an official transmittal."

Delete the third paragraph and replace with the following:

"The Contractor shall number each submittal consecutively: When resubmitting a "Revise and Resubmit" or "Rejected" submittal, the Contractor shall label the transmittal with the original submittal number followed by a letter to designate the additional submission. All submittals shall be numbered conforming to the following examples:"

In column B of line 001, line 001a, and line 001b of the table in subsection 1, replace "07511" with "075110."

Add the following to the end of the first paragraph of subsection 2:

"The Department reserves the right to return partial submittals unreviewed to the Contractor."

Revise the third paragraph of subsection 2 to read:

"The Contractor shall allow at least 60 calendar days for review of any submittal requiring approval by FAA, FTA, any railroad, DEP, U.S. Coast Guard, Army Corps of Engineers, or any other outside agency."

Delete the third and fourth paragraphs of subsection 3 and replace with the following:

"The Designer will not review submittals and the Engineer will not process payment estimates until the initial submittal schedule has been provided. Any delays in construction due to the Contractor's failure to provide a submittal schedule shall be the responsibility of the Contractor.

The Contractor must update its submittal schedule at least once a month, and distribute and post each updated schedule in the manner described above. The Engineer reserves the right not to process payment estimates without a recently updated submittal schedule on file."

Replace the first sentence of the first paragraph of subsection 4 with the following:

"Shop Drawings consist of fabrication and installation drawings, roughing-in and setting drawings, schedules, patterns, templates and similar drawings, and wiring diagrams showing field-installed wiring, including power, signal, and control wiring."

Replace the second paragraph of subsection 4 with the following:

"Shop drawings shall include the following information: Contract number, Project description, number and title of the drawing, date of drawing, revision number, name of Contractor and subcontractor submitting drawings, dimensions, identification of products, shopwork manufacturing instructions, design calculations, statement of compliance with Contractual standards, notation of dimensions established by field measurement, relationship to adjoining construction clearly indicated, seal and signature of a professional engineer if specified, and any other information required by individual Contract provisions."

Replace the first sentence of the first paragraph of subsection 5 with the following:

"Product data consist of printed information such as manufacturer's product specifications, manufacturer's installation instructions, manufacturer's catalog cuts, standard color charts, wiring diagrams showing factory-installed wiring, printed performance curves, operational range diagrams, and mill reports."

Replace the first sentence of the first paragraph of subsection 7 with the following:

"Quality assurance submittals consist of qualification data, design data, certifications, manufacturer's instructions, manufacturer's field reports, test reports, Material Safety Data Sheets (MSDSs), and other quality assurance information required by individual Contract provisions."

1.20-1.05.04—Coordination of Special Provisions, Plans, Supplemental Specifications and Standard Specifications and Other Contract Requirements:

Delete the first and second paragraphs and replace with the following:

"Industry Standards: Each entity engaged in construction of the Contract shall be familiar with industry standards applicable to that entity's construction activities. If printed standards have been established by organizations referenced in Article 1.01.02 or in the Contract, the Contractor shall obtain copies of said standards directly from the publication source.

Unless the Special Provisions include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Special Provisions to the extent referenced. Such standards are made a part of the Contract by reference."

Add the following article:

1.20-1.05.08—Schedules and Reports:

Daily Construction Reports: The Contractor shall assist the Engineer in the preparation of a daily construction report, by ensuring that each of the Contractor's employees and subcontractors working on the Project site on a given day signs the Engineer's sign-in sheet for that day; and by keeping and providing to the Engineer its own daily list of employees and subcontractors who worked on the Project site on that day.

Add the following article:

1.20-1.05.23—Requests for Information (RFIs):

The Contractor shall forward all RFIs to the Engineer in writing (facsimile or other electronic document) for review. The Engineer will forward the RFI to the Designer for review. Upon receipt of an RFI, the Designer will attempt to determine if additional information is required from the Contractor to respond to the RFI, and request said information from the Engineer.

All other RFIs will be responded to within 10 calendar days of receipt by the Designer.

1.20-1.05.24--Project Meetings:

Delete the third paragraph under subsection 1.

Delete the second paragraph under subsection 2 and replace with the following:

"The meeting participants shall review progress of other construction activities and preparations for the particular activity under consideration, including requirements of Contract documents, related requests for interpretations, related construction orders, purchases, deliveries, submittals, review of mockups, possible conflicts, compatibility problems, time schedules, weather limitations, manufacturer's written recommendations, warranty requirements, compatibility of materials, acceptability of substrates, temporary facilities and controls, space and access limitations, regulations of authorities having jurisdiction, testing and inspecting requirements, installation procedures coordination with other work, required performance results, protection of adjacent work, and protection of construction and personnel."

Delete the second, third and fourth paragraph under subsection 3 and replace with the following:

"The Contractor shall provide the Engineer with a detailed agenda for the proposed

meeting, specifying what topics will be covered. In addition to representatives of the Engineer, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall attend these meetings. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Project.

At each progress meeting, the participants shall (1) review items of significance that could affect progress; (2) discuss topics appropriate to the current status of the Project; (3) review progress since the last meeting; (4) determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the Contractor's Construction Schedule; (5) determine how to expedite any Project work that may be behind schedule; (6) discuss whether or not schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract time; and (7) review the present and future needs of each entity represented at the meeting, including such items as interface requirements, time, sequences, deliveries, off-site fabrication problems, access, site utilization, temporary facilities and controls, hours of work, hazards and risks, housekeeping, quality and work standards, status of correction of deficient items, field observations, requests for interpretations, status of proposal requests, pending changes, status of construction orders, and documentation of information for payment requests. The Engineer will distribute copies of minutes of the meeting to the Designer and the Contractor. The Contractor shall distribute copies to parties who were or should have been at the meeting."

*Delete article **1.20-1.05.25—Schedules and Reports** in its entirety*

1.20-1.06.08 - Warranties:

Delete the eighth and ninth paragraph and replace with the following:

"The Contractor shall:

(a) Bind warranties in heavy-duty, commercial-quality, durable 3-ring vinyl-covered loose-leaf binders, thick enough to accommodate the contents, and sized to receive 8 1/2-inch x 11-inch paper (216-millimeter x 279-millimeter) paper.

(b) Identify the binder's contents on the binder's front and spine with the typed or printed title "WARRANTIES," the Project title or name, and the name of the Contractor.

(c) Provide a heavy paper divider with a tab for each separate warranty.

(d) Mark the tab to identify the related product or installation.

(e) Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the Contractor or pertinent subcontractor.

(f) Furnish to the Department a written warranty for all Project work accompanied by a cover letter with the following contents:

[Addressed to:]

Commissioner of Transportation
Department of Transportation
P.O. Box 317546
Newington, Connecticut 06131-7546

Project Title and Number

[We] hereby warrant all materials and workmanship for all work performed under this Contract for a period of one (1) year from [date of issuance of C.O.C.] against failures of workmanship and materials in accordance with the Contract. Furthermore, as a condition of this warranty, [we] agree to have in place all insurance coverage identified in the Contract for the performance of any warranty work.

[Signature:] [Name of authorized signatory]
[Title]

(g) Submit to the Engineer, upon completion of installation of materials or assemblies that are required to have either a flame-rating or a fire-endurance hourly rating, a detailed letter certifying that the required rating has been attained.

Upon determination by the Engineer that Project work covered by a warranty has failed, the Contractor shall replace or rebuild the work to an acceptable condition complying with Contract requirements. The Contractor is responsible for the cost of replacing or rebuilding defective construction or components and those which may have needed to be damaged or removed in order to cure the defective work including costs of material, equipment, labor, and material disposal, regardless of whether or not the State has benefited from use of the work through a portion of its anticipated useful service life. The Contractor shall respond to the Project Site when Project work covered by a warranty has failed within 3 calendar days, unless in the Engineer's opinion said failure is deemed to be an emergency, in which case the Contractor shall respond to the Project Site as directed by the Engineer."

1.20-1.08.03—Prosecution of Work:

Under subsection '3. Cutting and Patching,' delete the heading 'B. Protection of Structural Elements' and replace with the following:

"**B. Protection:**"

Move the existing first and second paragraphs to under the following subparagraph:

"1. Structural Elements:"

Add the following after the first paragraph under B:

"2. Operational Elements: The Contractor shall not cut and patch operating elements and related components in a manner that results in their reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Miscellaneous Elements: The Contractor shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety."

Add the following after subsection 3:

"4. Selective Demolition:

A. Definitions:

Remove: The Contractor shall detach materials from existing construction and legally dispose or recycle them off-site, unless indicated to be removed and salvaged or removed and reinstalled. Except for materials indicated to be reused, salvaged,

reinstalled, or otherwise indicated to remain Engineer's property, demolished materials shall become Contractor's property and shall be removed from the Project Site.

Remove and Salvage: The Contractor shall detach materials from existing construction and deliver them to Engineer. The Engineer reserves the right to identify other materials for salvage during the course of demolition.

Remove and Reinstall: The Contractor shall detach materials from existing construction, prepare them for reuse, and reinstall them where indicated.

Existing to Remain: Existing materials of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

B. Approval Process:

The Contractor shall submit pre-demolition photographs to the Engineer prior to the commencement of Project work to show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations.

Well in advance of performing any selective demolition on the Project, the Contractor shall submit to the Engineer a proposal describing the procedures that the Contractor intends to use for same.

The Contractor shall include the following information, as applicable, in its proposal: (1) detailed sequence of selective demolition and removal work with starting and ending dates for each activity while ensuring that the Engineer's on-site operations are not disrupted; (2) interruption of utility services; (3) coordination for shutoff, capping, and continuation of utility services; (4) use of elevators and stairs; (5) locations of temporary partitions and means of egress; (6) coordination of Engineer's continuing occupancy of

portions of existing building and of Engineer's partial occupancy of completed Project work; and (7) means of protection for items to remain and items in path of waste removal from building.

The Contractor shall comply with (1) governing EPA notification regulations before beginning selective demolition; (2) hauling and disposal regulations of authorities having jurisdiction; (3) ANSI A10.6; and (4) NFPA 241.

The Engineer will conduct a Pre-Demolition Meeting at the Project site in accordance with Article 1.20-1.05.24. Said meeting will review the methods and procedures related to selective demolition including, but not limited to, the following: (1) an inspection and discussion of the condition of construction to be selectively demolished; (2) a review of the structural load limitations of the existing structure; (3) a review and finalization of the

selective demolition schedule and a verification of the availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays; (4) a review of requirements of Project work performed by other trades that rely on substrates exposed by selective demolition operations; and (5) a review of areas where existing construction is to remain and requires protection.

C. Repair Materials:

The Contractor shall comply with Article 1.20-1.08.03 subsection 3E for repair materials and shall comply with material and installation requirements specified in other Contract provisions.

D. Examination:

The Contractor shall (1) verify that utilities have been disconnected and capped; (2) survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required; (3) inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged; (4) investigate and measure the nature and extent of unanticipated mechanical, electrical, or structural elements that conflict with intended function or design and submit a written report to

Engineer; and (5) perform surveys as the Project work progresses to detect hazards resulting from selective demolition activities.

E. Utility Services:

The Contractor shall (1) maintain existing utility services indicated to remain and protect them against damage during selective demolition operations; (2) not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by the Engineer; (3) provide temporary services during interruptions to existing utilities, as acceptable to Engineer; (4) provide at least 3 calendar days notice to the Engineer if shutdown of service is required during changeover; and (5) locate, identify, disconnect,

and seal or cap off indicated utilities serving areas to be selectively demolished. The Contractor shall arrange to shut off indicated utilities with utility companies. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition the Contractor shall provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building. The Contractor shall cut off pipe or conduit in walls or partitions
to be removed and shall cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

The Contractor shall refer to other Contract provisions for shutting off, disconnecting, removing, and sealing or capping utilities. The Contractor shall not start selective demolition work until utility disconnecting and sealing have been completed and verified by the Engineer in writing.

F. Preparation:

The Contractor shall conduct selective demolition and debris-removal operations to ensure minimum interference with adjacent occupied and used facilities on the Project site. The Contractor shall not disrupt the Owner's operations without the Engineer's permission. The Contractor shall protect existing site improvements, appurtenances, and landscaping to remain.

The Contractor shall provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain. The Contractor shall provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas. The Contractor shall protect walls, ceilings, floors, and other existing finish work that are to remain or that are
exposed during selective demolition operations. The Contractor shall cover and protect furniture, furnishings, and equipment that have not been removed.

The Contractor shall provide temporary enclosures for protection of existing building

and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. The Contractor shall provide temporary weathertight enclosure for building exterior. Where heating is needed and permanent enclosure is not complete, the Contractor shall provide insulated temporary enclosures and shall coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

The Contractor shall erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

The Contractor shall provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished. The Contractor shall strengthen or add new supports when required during progress of selective demolition.

G. Pollution Controls:

The Contractor shall comply with governing regulations pertaining to environmental protection.

The Contractor shall not use water when it may create a hazardous or objectionable condition such as ice, flooding, or pollution.

The Contractor shall remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. The Contractor shall remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

The Contractor shall clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. The Contractor shall return adjacent areas to condition existing before selective demolition operations began.

H. Performance:

The Contractor shall not use explosives for demolition purposes.

The Contractor shall demolish and remove existing construction only to the extent required by new construction and as indicated. The Contractor shall (1) proceed with selective demolition systematically; (2) neatly cut openings and holes plumb, square, and true to dimensions required; (3) use cutting methods least likely to damage

remaining or adjoining construction; (4) use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces; (5) temporarily cover openings to remain; (6) cut or drill from the

exposed or finished side into concealed surfaces to avoid marring existing finished surfaces; (7) not use cutting torches until work area is cleared of flammable materials; (8) verify condition and contents of concealed spaces such as duct and pipe interiors before starting flame-cutting operations; (9) maintain fire watch and portable fire-suppression devices during flame-cutting operations; (10) maintain adequate ventilation when using cutting torches; (11) remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site; (12) remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation; (13) locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing; and (14) dispose of demolished items and materials promptly.

The Contractor shall comply with the Engineer's requirements for using and protecting walkways, building entries, and other building facilities during selective demolition operations.

The Contractor shall demolish and remove foundations and other below grade structures completely unless otherwise indicated on the plans. The Contractor shall fill below grade areas and voids resulting from demolition of structures with granular fill materials. Prior to placement of fill materials, the Contractor shall ensure that the areas to be filled are free of standing water, frost, frozen material, trash, and debris. After fill placement and compaction, grade surface to meet adjacent contours and provide flow

to surface drainage structures. Backfilling and grading related to demolition is included in the Major Lump Sum Item (MLSI) for the Project. There will be no separate payment for this backfilling and grading.

The Contractor shall (1) demolish concrete in sections; (2) cut concrete at junctures with construction to remain to the depth shown on the Contract plans and at regular intervals using power-driven saw; and (3) remove concrete between saw cuts.

The Contractor shall (1) demolish masonry in small sections; (2) cut masonry at junctures with construction to remain using power-driven saw; and (3) remove masonry between saw cuts.

The Contractor shall (1) saw-cut perimeter of concrete slabs-on-grade to be demolished as shown on the Contract plans; and (2) break up and remove concrete slabs-on-grade.

The Contractor shall (1) remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum; and (2) remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

The Contractor shall (1) only remove existing roofing in one day to the extent that it can

be covered by new roofing; and (2) refer to other Contract provisions for new roofing requirements.

The Contractor shall remove air conditioning equipment without releasing refrigerants.

I. Reuse of Building Elements:

The Contractor shall not demolish building elements beyond what is indicated on the plans without the Engineer's approval.

J. Removed and Salvaged Materials:

Unless otherwise directed by the Engineer, the Contractor shall (1) store materials in a secure area until delivery to the owner; (2) transport materials to the owner's storage area off-site; and (3) protect materials from damage during transport and storage.

K. Removed and Reinstalled Materials:

Unless otherwise directed by the Engineer, the Contractor shall (1) clean and repair materials to functional condition adequate for intended reuse; (2) paint equipment to match the color of new equipment; (3) protect materials from damage during transport and storage; and (4) reinstall items in locations indicated complying with installation requirements for new materials and equipment and providing connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

L. Existing Materials to Remain:

The Contractor shall protect construction indicated to remain against damage and soiling during selective demolition.

The Contractor shall drain piping and cap or plug piping with the same or a compatible piping material for piping to be abandoned in place.

The Contractor shall cap or plug ducts with the same or a compatible ductwork material for ducts to be abandoned in place.

The Contractor shall cut and remove concealed conduits and wiring to be abandoned in place 2-inches (50-mm) below the surface of the adjacent construction, cap the conduit end, and patch the surface to match the existing finish. The Contractor shall cut existing conduits installed in concrete slabs to be abandoned in place flush with the top of the slab and fill conduit end with a minimum of 4-inches (100-mm) of concrete.

M. Patching and Repairing:

The Contractor shall comply with Article 1.20-1.08.03 subsection 3H for patching and

repairing damage to adjacent construction caused by selective demolition operations.

N. Disposal of Demolished Materials:

The Contractor shall (1) not allow demolished materials to accumulate or be sold on the Project Site; (2) not burn demolished materials on the Project Site; and (3) promptly and legally dispose or recycle demolished materials off the Project Site."

1.20-1.08.05--Personnel and Equipment:

Replace "FM with "FMG" in subsection (a)

Add the following article:

"**1.20-1.08.12--Semi-Final and Final Inspections:**

1. Semi-Final Inspection: Before requesting the Semi-Final Inspection, the Contractor shall show 100% completion for all Project work claimed as complete. The Contractor shall submit final test/adjust/balance records including the final air and water balance report. For all incomplete Project work, the Contractor shall prepare its own "Punch List" of the incomplete items and reasons the work is not complete. The Contractor shall submit final test/adjust/balance records including the final air and water balance report.

On receipt of a Contractor request for inspection, the Engineer will proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare a "Punch List" of unfilled, substandard, or incomplete items. During this inspection, the Contractor shall have all technicians necessary to demonstrate the complete operation of all systems on-site. Examples of such systems include, but are not limited to, the following: boiler, HVAC, fire alarm, and building automation. The Engineer will advise the Contractor of the construction that must be completed or corrected before the issuance of the C.O.C. Results of the completed inspection will form the basis of requirements for the Final Inspection. The Engineer reserves the right to issue the C.O.C. after the Semi-Final Inspection if there are no Building Code or Fire Code compliance issues or any major "Punch List" items.

2. Final Inspection: Before requesting Final Inspection for issuance of the C.O.C., the Contractor shall: (1) submit specific warranties, maintenance service agreements, final certifications and similar documents; (2) submit Record Drawings, Record Specifications, operations and maintenance manuals, final project photographs, property surveys, and similar final record information; (3) deliver spare parts; (4) make final changeover of permanent locks and deliver the keys to the Engineer; (5) complete start-up testing of systems; (6) train the owner's operation and maintenance personnel; (7) discontinue or change over and remove temporary facilities from the Project Site, along with construction tools, mock-ups, and similar elements; (8) complete final

cleaning requirements, including touch-up painting; (9) touch-up and otherwise repair and restore marred exposed finishes to eliminate visual defects; (10) submit a certified copy of the Engineer's “Punch List” of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer; (11) submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Final Inspection, or when the Engineer took possession of and responsibility for corresponding elements of the Project work; and (12) install permanent electrical service. The Contractor shall

install permanent electrical service prior to Semi-Final Inspection if requested by the Engineer, or if necessary for the Engineer or Contractor to perform testing of building and other related systems and equipment to certify acceptance and completion of Project work. The Contractor shall submit all outstanding items or unacceptable submissions from the Semi-Final Inspection, or other outstanding items required for submittal, prior to the Final Inspection.

On receipt of a Contractor request for inspection, the Engineer will proceed with inspection and notify the Contractor of unfulfilled requirements.”

1.20 – 1.08.13 – Termination of the Contractor’s Responsibility:

Add subsection 3 as follows:

“**3. Insurance Coverage:** The Contractor shall have in place all insurance coverage identified in Article 1.03.07 for the performance of any warranty work.”

1.20-1.08.14--Acceptance of Project:

Add the following to subsection 2 under the heading “Equipment and Systems Maintenance Manual:”

“(j) Copies of maintenance agreements with service agent name and telephone number.”

Add the following paragraph in subsection 3 after the second paragraph:

“The Contractor shall provide a syllabus prior to the training to ensure that the appropriate owner’s operation and maintenance personnel are in attendance.”

Delete the last paragraph and replace with the following:

The Contractor shall submit to the Engineer for approval, a qualified commercial videographer to videotape the training sessions. The videographer shall be a firm or an individual of established reputation that has been regularly engaged as a professional videographer for not less than 3 years.

The Contractor shall video record each training session and provide said video in DVD format to the Engineer for the owner's future use."

Add the following section:

"1.20-1.09.06—Partial Payments:

With each payment request under the MLSI, the Contractor shall submit AIA Form G702 (Application and Certificate of Payment) and Form G703 (Continuation Sheet). The Contractor is not required to obtain the Architect's signature on Form G702. Once approved by the Engineer, the Forms G702 and G703 become the basis of payment under the MLSI."

Add the following section:

"1.20-9.75.04—Method of Measurement:

Mobilization as defined in Article 1.20-1.03.01 will be paid in the manner described hereinafter; however, the determination of the total contract price earned shall not include the amount of mobilization earned during the period covered by the current monthly estimate – but shall include amounts previously earned and certified for payment:

1. When the first payment estimate is made, 25 percent of the "Mobilization" line item will be certified for payment.

2. When the Baseline Schedule, as specified under Section 1.05.08, is accepted, 50 percent of the "Mobilization" line item, minus any previous payments, will be certified for payment.

3. When 10 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 75 percent of the "Mobilization" line item, minus any previous payments, will be certified for payment.

4. When 30 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 100 percent of the "Mobilization" line item, minus any previous payments, will be certified for payment."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 2.02
ROADWAY EXCAVATION, FORMATION OF EMBANKMENT AND DISPOSAL OF SURPLUS MATERIAL

2.02.04 – Method of Measurement:

Second to last Paragraph - replace the last sentence with the following:

"Bituminous parking areas are considered as bituminous concrete pavement."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 2.05
TRENCH EXCAVATION

Delete the entire Section and replace with the following:

2.05.01--Description:

Paragraph 2 - Delete the only sentence and replace with the following:

2) The removal of stormwater drainage structures, stormwater pipes and appurtenances beyond the limits of the roadway and structure excavation.

Sub article 2 - Rock in Trench - Delete the only sentence and replace with the following:

(2) Rock, insofar as it applies to trench excavation, shall be defined as rock in definite ledge formation, boulders, or portions of boulders, cement masonry structures, concrete structures, reinforced concrete pipe, Portland cement concrete pavement or base, of 1/2 cubic yard (0.5 cubic meters) or more in volume, removed as indicated or directed from within the payment lines for trench excavation.

2.05.05 -Basis of Payment

Paragraph 13 - Delete the entire sentence “There will be no direct payment for the plugging of existing pipes....." and replace with the following:

There will be no direct Payment for the plugging of existing pipes, removal and disposal of metal or plastic pipes or for the breaking up of floors in drainage structures being abandoned. The cost shall be included in the contract unit prices of the drainage and excavation items.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 3.04
PROCESSED AGGREGATE BASE

Delete the entire Section and replace with the following:

3.04.01--Description: The base shall consist of a foundation constructed on the prepared subbase or subgrade in accordance with these specifications and in conformity with the lines, grades, compacted thickness and typical cross-section as shown on the plans.

3.04.02--Materials: All materials for this work shall conform to the requirements of Article M.05.01.

3.04.03--Construction Methods: Only one type of coarse aggregate shall be used on a project unless otherwise permitted by the Engineer.

Prior to placing the processed aggregate base, the prepared subbase or subgrade shall be maintained true to line and grade, for a minimum distance of 200 feet (60 meters) in advance of the work. None of the aggregate courses shall be placed more than 500 feet (150 meters) ahead of the compaction and binding operation on that particular course.

The processed aggregate base shall be spread uniformly by a method approved by the Engineer. The thickness of each course shall not be more than 4 inches (100 millimeters) after compaction, unless otherwise ordered.

After the aggregate is spread, it shall be thoroughly compacted and bound by use of equipment specifically manufactured for that purpose. Rollers shall deliver a ground pressure of not less than 300 pounds per lineal inch (52.5 newtons/millimeter) of contact width and shall have a weight (mass) not less than 10 tons (9100 kilograms). Vibratory units shall have a static weight (mass) of not less than 4 tons (3650 kilograms). Water may be used during the compaction and binding operation and shall be applied from an approved watering device. The compacting and binding operation shall begin at the outside edges, overlapping the shoulders for a distance of not less than 6 inches (150 millimeters) and progress towards the middle, parallel with the centerline of the pavement. The work shall cover the entire surface of the course with uniform overlapping of each preceding track or pass. Areas of super-elevation and special cross slope shall be compacted by beginning at the lowest edge and proceeding towards the higher edge, unless otherwise directed by the Engineer. The compacting and binding operation shall be continued until the voids in the aggregates have been reduced to provide a firm and uniform surface satisfactory to the Engineer. The amount of compactive effort shall in no case shall be less than four (4) complete passes of the compacting and binding operations. All aggregate shall be completely compacted and bound at the end of each day's work or when traffic is to be permitted to operate on the

road. The dry density of each layer of processed aggregate base after compaction shall not be less than 95 percent of the dry density for that material when tested in accordance with AASHTO T180, Method D.

Should the subbase or subgrade material become churned up or mixed with the processed aggregate base at any time, the Contractor shall, without additional compensation remove the mixture. The Contractor shall add new subbase material, if required, and reshape and recompact the subbase in accordance with the requirements of Article 2.12.03. New aggregate material shall be added, compacted and bound, as hereinbefore specified, to match the surrounding surface.

Any surface irregularities which develop during, or after work on each course, shall be corrected by loosening material already in place and removing or adding aggregate as required. The entire area, including the surrounding surface, shall be re-compacted and rebound until it is brought to a firm and uniform surface satisfactory to the Engineer.

3.04.04--Method of Measurement: Processed Aggregate Base will be measured horizontally in–place after final grading and compaction. Materials placed beyond the horizontal limits indicated on the plans will not be measured for payment.

The total thickness shall be as indicated on the plans, or as ordered by the Engineer and within a tolerance of minus three-fourths of an inch (-$^{3}/_{4}$") to plus one-half inch (+ $^{1}/_{2}$") (-19 millimeters to +13 millimeters).

Measurements to determine the thickness will be taken by the Engineer at intervals of 500 feet (150 meters) or less, along lanes, and shall be considered representative of the lane. For the purpose of these measurements, a shoulder will be considered a lane.

If a thickness measurement is taken and found deficient, the Engineer will take such additional measurements as he considers necessary to determine the longitudinal limits of the deficiency. Areas not within allowable tolerances shall be corrected, as ordered by the Engineer, without additional compensation to the Contractor.

3.04.05--Basis of Payment: This work will be paid for at the contract unit price per cubic yard for "Processed Aggregate Base", complete in place, which price shall include all materials, tools, equipment and work incidental thereto.

Pay Item	Pay Unit
Processed Aggregate Base	c.y. (cu. m)

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 4.01
CONCRETE PAVEMENT

Article 4.01.03-A. Composition:

Add the following new paragraph before the last paragraph:

"The temperature of the concrete at the time of placement shall not be less than 60˚ F (15.5˚ C) or greater than 90˚ F (32˚ C). For pumped concrete, the temperature shall be determined at the placement end of the pump line. The temperature of the concrete shall be determined in accordance with ASTM C1064."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 5.14
PRESTRESSED CONCRETE MEMBERS

Article 5.14.03 – Construction Methods:

Change the last sentence of 5.14.03-16 – Methods and Equipment to read:

"The results of this investigation, including computations, shall be submitted to the Engineer."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 6.01
CONCRETE FOR STRUCTURES

Article 6.01.02 – Materials:

Add the following:

Material for stay-in-place metal forms shall be made of zinc-coated (galvanized) steel sheet conforming to ASTM Specification A653, Structural Steel (SS) Grade 33 through 80 (ASTM Specification A653M, Structural Steel (SS) Grade 250 through 550). The minimum gage thickness shall be 20 gage. Coating weight shall conform to ASTM A924, Class G235 (ASTM A924M, Class Z700) and shall otherwise meet all requirements relevant to steel stay-in-place metal forms and the placing of concrete as specified herein and as noted on the contract drawings.

Material for the form supports shall be fabricated from the same material and conform to the same material requirements as the forms themselves or they shall be fabricated from structural steel conforming to the requirements of ASTM A36 (ASTM A36M) which shall be hot-dip galvanized in accordance with ASTM A123 (ASTM A123M).

Lightweight filler material shall be as recommended by the form's manufacturer.

Subarticle 6.01.03 – 3, Forms:

Add the following:

Stay-in-Place Metal Form System:

Stay-in-place metal forms shall have a minimum depth of form valley equal to two inches (50 millimeters). The forms shall have closed tapered ends. Lightweight filler material shall be used in the form valleys.

The metal forms shall be designed on the basis of dead load of the form, reinforcement and the plastic concrete, including the additional weight of concrete due to the deflection of the metal forms, plus 50 pounds per square foot (2.40 kilopascals) for construction loads. The allowable stress in the corrugated form and the accessories shall not be greater than 0.725 times the yield strength of the furnished material and the allowable stress shall not exceed 36,000 psi (250 megapascal). The span for design and deflection shall be the clear distance between edges of the beams or girders less two inches (50 millimeters) and shall be measured parallel to the form flutes. Maximum deflection of the forms under the weight of the plastic concrete, reinforcement, and forms shall not exceed 1/180 of the form span or 0.5 inches (13 millimeters), whichever is less. The permissible form camber shall be based on the actual dead load condition. Camber shall not be used to compensate for deflection in excess of the foregoing limits.

Form support angles shall be designed as a cantilever. The horizontal leg of the form's support angle shall not be greater than 3 inches (75 millimeters).

Before fabricating any material, the Contractor shall submit working drawings to the Engineer for review in accordance with Article 1.05.02-2, Working Drawings. These drawings shall include the proposed method of form construction, erection plans including weld procedure(s), material lists, material designation, gage of all materials, and the details of corrugation. Also, copies of the form design computations shall be submitted with the working drawings.

Form supports shall be used and no stay-in-place metal forms shall be placed over or be directly supported by the top flanges of beams or girders. The form supports may be supported by or be attached to the top flanges. Stay-in-place metal forms shall not be used in bays where longitudinal slab construction joints are located. Stay-in-place metal forms shall not be used under cantilevered slabs such as the overhang outside of fascia members.

Welding to the top flanges of steel beams and girders is not allowed in the areas where the top flanges are in tension, or as indicated on the plans. Alternate installation procedures shall be submitted addressing this condition.

Drilling of holes in prestressed concrete beams or the use of power-actuated tools on the prestressed concrete beams for fastening of the form supports to the prestressed concrete beams will not be permitted. No welding will be permitted on the reinforcing steel in the prestressed units.

All edges of openings cut for drains, pipes, and similar appurtenances shall be independently supported around the entire periphery of the opening.

All fabricated stay-in-place metal forms shall be unloaded, stored, and handled in such a manner as to preclude damage to the forms. Damaged material shall be replaced at no additional cost. Any exposed form or form support metal where the galvanized coating has been damaged, shall be thoroughly cleaned, wire brushed, then coated with two coats of a zinc dust-zinc oxide primer, FS No. TT-P-641d, Type II, as directed by the Engineer.

All fabricated stay-in-place metal forms shall be stored at the project site at least four inches (100 millimeters) above the ground on platforms, skids or other suitable supports and shall be protected against corrosion and damage.

Forms shall be installed from the topside in accordance with the manufacturer's placing plans, recommended details, and printed instructions. Forms shall be constructed to the lines, grades, shapes, and dimensions shown on the plans, unless otherwise directed by the Engineer. Form supports shall ensure that forms retain their correct dimensions and positions during use at all times. Form supports shall provide vertical adjustment to maintain design slab thickness at the crest of corrugation, to compensate for variations in camber of beams and girders, and to allow for deflections.

Field cutting of form sheet metal shall be made by a steel cutting saw. Supports, closures and cut-outs shall be cut with shears or saw. No flame cutting will be permitted.

All welding shall be accomplished by Connecticut certified welders in accordance with Subarticle 6.03.03 – 6, Welding.

The steel form supports shall be placed in direct contact with the flange of stringer or floor beam flanges and attached by bolts, clips, welding where permitted, or other approved means. Form sheets shall not be permitted to rest directly on the top of the stringer or floor beam flanges. Forms shall be securely fastened to form supports with self-drilling fasteners and shall have a minimum bearing length of one inch (25 millimeters) at each end.

In the areas where the form sheets lap, the form sheets shall be securely fastened to one another by fasteners at a maximum spacing of eighteen inches (450 millimeters). The ends of the form sheets shall be securely attached to the support angles with fasteners at a maximum spacing of eighteen inches (450 millimeters) or two corrugation widths, whichever is less. Welding of forms to supports is not allowed.

The depth of the concrete slab shall be as shown on the plans and the corrugated forms shall be placed so that the top of the corrugation will coincide with the bottom of the deck slab. No part of the forms or their supports shall protrude into the slab. All reinforcement in the bottom reinforcement mat shall have a minimum concrete cover of one inch (25 millimeters) unless noted otherwise on the plans.

The completed stay-in-place metal form system shall be sufficiently tight to prevent leakage of mortar or concrete.

Where forms or their installation are unsatisfactory in the opinion of the Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the construction work. The cost of such corrective work shall be at the sole expense of the Contractor.

There will be no direct payment for the cost of the forms and form supports, or any material, tools, equipment, or labor incidental thereto, but the cost shall be considered included in the contract unit price per cubic yard (cu. m) for “Class ‘F’ Concrete”.

<u>Article 6.01.03-8. Placing Concrete:</u>

Add the following new paragraph after the first paragraph:

“The temperature of the concrete at the time of placement shall not be less than 60˚ F (15.5˚ C) or greater than 90˚ F (32˚ C). For pumped concrete, the temperature shall be determined at the placement end of the pump line. The temperature of the concrete shall be determined in accordance with ASTM C1064.”

Subarticle 6.01.03 – 9, Concrete for Bridge Decks:

Add the following:

Screed and runway supports shall not be located on any stay-in-place metal form sheets, form supports or reinforcing steel.

Concrete shall not be placed on the forms to a depth greater than twelve inches (300 millimeters) above the top of the forms. Concrete shall not be dropped more than three feet (1 meter) above the top of the forms, beams or girders.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 6.03
STRUCTURAL STEEL

Delete the entire section and replace it with the following:

SECTION 6.03
STRUCTURAL STEEL

Description: Work under this item shall consist of furnishing, fabricating, transporting, storing, handling and erecting of structural steel of the type and size designated, as shown on the plans, as directed by the Engineer and in accordance with these specifications.

All work except as stated in the following paragraph shall conform to the requirements of the AASHTO LRFD Bridge Construction Specifications and the ANSI/AASHTO/AWS D1.5 – Bridge Welding Code.

All work subject to railroad loading shall conform to AREMA and the ANSI/AASHTO/AWS D1.5 – Bridge Welding Code.

Materials: The materials for this work shall conform to the requirements of Section M.06.

Materials for this work shall be stored off the ground before, during, and after fabrication. It shall be kept free from dirt, grease and other contaminants and shall be reasonably protected from corrosion. In addition, weathering steel shall be stored as to allow free drainage and promote the development of the oxide coating and a uniform appearance.

Construction Methods:

1. Pre-qualification:

(a) Fabricators producing material for Department projects under this item are required to have as a minimum, an active AISC Certification for Simple Steel Bridges. For fabrication of material for use on bridges other than un-spliced rolled beam bridges, AISC Major Steel Bridge Certification is required. If so noted on the plans, additional AISC endorsement for fabrication of fracture critical members is also required.

(b) Field Welders: Prior to working on material for Department projects under this specification, all field welders, field welding operators, and field tackers must posses a valid welder certification card issued by the Department's Division of Materials Testing. If such person has not been engaged in welding operations on a Department project or

project acceptable to the Department within a period of six months, or if he cannot produce an approved welding certificate dated within the previous twelve months from a welding agency acceptable to the Engineer, he shall be required to re-qualify through examination. The Engineer may require re-qualification of anyone whose quality of work he questions.

2. Submittals:

(a) Shop Drawings: Prior to any fabrication, the Contractor shall submit shop drawings in accordance with Article 1.05.02-3 to the Engineer for review and approval. Shop drawings shall include a cambering procedure and diagram. In the case of trusses, the Contractor is responsible for calculation of the camber (lengthening and shortening) of all truss members.

(b) Shop Schedule: The Contractor shall submit a detailed shop fabrication schedule to the Engineer for review within 30 days of the notice to proceed unless otherwise agreed to by the Engineer. At a minimum the schedule shall include the start date, milestone dates, and completion date. Any significant changes shall be brought to the attention of the Engineer immediately.

(c) Welding Procedures: Prior to start of fabrication, all weld procedures shall be submitted to the Engineer for review and approval.

(d) Working Drawings for Falsework and Erection of Structural Steel: Prior to erecting any steel fabricated under this specification, the Contractor shall submit drawings and supporting calculations, including erection stresses, in accordance with Article1.05.02-2 to the Engineer. The design of temporary supports and falsework shall conform to the *AASHTO Specifications,* the *AASHTO Guide Design Specifications for Bridge Temporary Works* or any other standard acceptable to the Engineer. Falsework shall be of sufficient rigidity and strength to safely support all loads imposed and to produce in the finished structure the lines and grades indicated in the contract documents. The submittal shall include at a minimum:

- Title block with contract number, project identification number (PIN), town, and structure number and name.
- Plan of the work area showing support structures, roads, railroad tracks, Federal and State regulated areas as depicted on the plans, utilities or any other information relative to erection.
- A detailed narrative describing the erection sequence for main members and secondary members (cross frames, diaphragms, lateral bracing, portals, etc.), noting use of holding cranes or temporary supports, falsework, or bents.
- Delivery location of each girder.
- Location of each crane for each pick.
- Capacity chart for each crane and boom length used in the work.
- The capacity of the crane and of all lifting and connecting devices shall be adequate for the total pick load including spreaders and other materials. In the area of railroads and navigable waterways, the capacity shall be as required by Amtrak, Metro North, U.S. Coast Guard or other regulatory authorities. No picks shall be

allowed over vehicular or pedestrian traffic unless otherwise noted on the plans or permitted by the Engineer.

- Pick point location(s) on each member.
- Lifting weight of each member (including clamps, spreader beams, etc.)
- Lift and setting radius for each pick (or maximum lift radius).
- Description of lifting devices or other connecting equipment.
- Girder tie-down details or other method of stabilizing erected girders.
- Bolting requirements, including the minimum number of bolts and erection pins required to stabilize members during the erection sequence.
- Blocking details for stabilizing members supported on expansion bearings and on bearings that do not limit movement in the transverse direction.
- The method and location for temporary supports for field spliced or curved girders, including shoring, false work, holding cranes, guys, etc. The Engineer will review, but not approve details of temporary supports. The design, erection, and stability of these supports shall be the sole responsibility of the Contractor.
- Offsets necessary to adjust expansion bearings during erection to provide for temperature variance and dead load rotation.

The following notes shall be placed on the Erection Drawings:

- Cranes shall be operated in accordance with the Connecticut Department of Public Safety regulations.
- The Contractor shall be responsible for verifying the weight of each lift and for insuring the stability of each member during all phases of erection.
- Members shall be subject to only light drifting to align holes. Any drifting that results in distortion of the member or damage to the holes will be cause for rejection of the member.
- Field reaming of holes shall not be performed unless required by the Contract Drawing or approved by the Engineer.

The Contractor shall submit these documents to the Engineer at least 60 calendar days in advance of their proposed use. If the proposed method of erection requires additional members or modifications to the existing members of the structure, such additions and modifications shall be made by the Contractor at no expense to the State.

3. Shop Fabrication: Unless otherwise shown on the plans or indicated in the Special Provisions, Structural Steel shall be fabricated in accordance with the AASHTO LRFD Bridge Construction Specifications, amended as follows:

(a) Notification: The Contractor shall submit written notification to both the Engineer and the Director of Research and Materials Testing not less than 30 calendar days prior to start of fabrication. No material shall be manufactured or worked in the shop before the Engineer has been so notified. The notification shall include the name and location of the fabrication shop where the work will be done so that arrangements can be made for an audit of the facility and the assignment of a Department Quality Assurance inspector.

(b) Camber: All members shall be cambered prior to heat curving and painting. Rolled beams shall be heat cambered by methods approved by the Engineer. Plate girders shall be cambered by cutting the web to the prescribed shape with allowances for shrinkage due to cutting, welding, and heat curving. The fabricator is responsible to determine what allowances should be made. Rolled, plate-rolled, or fabricated sections shall be cambered to the total amount shown on the plans and within the camber deviation tolerances permitted for welded beams and girders, as indicated in the ANSI/AASHTO/AWS D1.5 Bridge Welding Code. The Contractor must submit to the Engineer for approval, a plan for corrective action if the actual camber is not within tolerance.

(c) Welding: Unless otherwise indicated on the plans or specifications, all work shall be performed in accordance with ANSI/AASHTO/AWS D1.5 – Bridge Welding Code.

(d) Preassembly of Field Connections: Field connections of main members of continuous beams, plate girders, bents, towers, rigid frames, trusses and arches shall be preassembled prior to erection as necessary to verify the geometry of the completed structure or unit and to verify or prepare field splices. The Contractor shall propose an appropriate method of preassembly for review and comment by the Engineer. The method and details of preassembly shall be consistent with the erection procedures shown on the working drawings and camber diagrams. As a minimum, the preassembly procedure shall consist of assembling three contiguous panels accurately adjusted for line and camber. Successive assemblies shall consist of at least one section or panel of the previous assembly plus two or more sections or panels added at the advancing end. In the case of structures longer than 150 feet (45 meters), each assembly shall not be less than 150 feet (45 meters) long regardless of the length of individual continuous panels or section. All falsework, tools, machinery and appliances, including drift pins and bolts necessary for the expeditious handling of the work shall be provided by the Contractor at no cost to the State.

(e) Inspection: The Contractor shall furnish facilities for the inspection of material and workmanship in the shop by the Engineer. The Engineer and his representative shall be allowed free access to the necessary parts of the premises.

The Engineer will provide Quality Assurance (QA) inspection at the fabrication shop to assure that all applicable Quality Control plans and inspections are adequately adhered to and maintained by the Contractor during all phases of the fabrication. A thorough inspection of a random selection of elements at the fabrication shop may serve as the basis of this assurance.

Prior to shipment to the project, each individual piece of structural steel shall be stamped or marked in a clear and permanent fashion by a representative of the fabricators' Quality Control (QC) Department to indicate complete final inspection by the fabricator and conformance to the project specifications for that piece. The stamp or mark must be dated. A Materials Certificate in accordance with Article 1.06.07 may be used in lieu of individual stamps or markings, for all material in a single shipment. The Materials Certificate must list each piece within the shipment and accompany the shipment to the project site.

Following the final inspection by the fabricator's QC personnel, the Engineer may select pieces of structural steel for re-inspection by the Department's QA inspector. Should non-conforming pieces be identified, all similar pieces must be re-inspected by the fabricator and repair procedure(s) submitted to the Engineer for approval. Repairs will be made at the Contractor's expense.

The pieces selected for re-inspection and found to be in conformance, or adequately repaired pieces, may be stamped or marked by the QA inspector. Such markings indicate the Engineer takes no exception to the pieces being sent to the project site. Such marking does not indicate acceptance or approval of the material by the Engineer.

Following delivery to the project site, the Engineer will perform a visual inspection of all material to verify shipping documents, fabricator markings, and that there was no damage to the material or coatings during transportation and handling.

The Engineer is not responsible for approving or accepting any fabricated materials prior to final erection and assembly at the project site.

(f) Nondestructive Testing: All nondestructive testing of structural steel and welding shall be performed as designated on the plans and in the project specifications. Such testing shall be performed by personnel approved by the Engineer.

Personnel performing Radiographic, Ultrasonic or Magnetic Particle testing shall be certified as a NDT Level II technician in accordance with the American Society for Non Destructive Testing (ASNT), Recommended Practice SNT-TC-1A.

Nondestructive testing shall be performed in accordance with the procedures and standards set forth in the AASHTO/AWS D1.5, Bridge Welding Code. The Department reserves the right to perform additional testing as determined by the Engineer.

All nondestructive testing shall be witnessed by an authorized representative of the Department. Certified reports of all tests shall be submitted to the Materials Testing Division for examination. Each certified report shall identify the structure, member, and location of weld or welds tested. Each report shall also list the length and location of any defective welds and include information on the corrective action taken and results of all retests of repaired welds.

Should the Engineer require nondestructive testing on welds not designated in the contract, the cost of such inspection shall be borne by the Contractor if the testing indicates that any weld is defective. If the testing indicates the weld to be satisfactory, the actual cost of such inspection will be paid by the Department.

(g) Marking: Each member shall be identified with an erection mark corresponding with the member identification mark on the approved shop drawings. Identification marks shall be impressed into the member with a low stress stamp in a location in accordance with standard industry practice.

(h) Shipping, Handling, Storage and Receiving: The Contractor shall make all arrangements necessary to properly load, transport, unload, handle and store all material. The Contractor shall furnish to the Engineer copies of all shipping statements. The weight (mass) of the individual members shall be shown on the statements. Members having a weight (mass) of more than 3 tons (2700 kilograms) shall have the weight (mass) marked thereon. All material shall be unloaded promptly upon delivery. The Contractor shall be responsible for any demurrage charges. Damage to any material during transportation, improper storage, faulty erection, or undocumented fabrication errors may be cause for rejection of said material at the project site. Top lateral bracing should be installed in tub girders prior to shipping and erection of the field pieces. All costs associated with any corrective action will be borne by the Contractor.

4. Field Erection: A meeting shall be held on site prior to any erection of structural steel. The Contractor shall name the person responsible for the steel erection work and provide copies of all crane operator licenses. Proposed equipment, rigging, timetable and methods shall be proposed at this meeting.

(a) Falsework: Any temporary work shall be constructed in conformance with the working drawings. The Contractor shall verify that the quality of materials and work employed are consistent with their design.

All girders shall be stabilized with falsework, temporary braces, or holding cranes until a sufficient number of adjacent girders are erected with all diaphragms and cross frames connected to provide necessary lateral support as shown in the erecting diagrams.

Adjustment shall be provided in the falsework and other temporary supports so that the temporary elevation of the structural steel provided by the falsework is consistent with the deflections that will occur as the structure is completed. The elevation of falsework shall be such as to support the girders at the cambered no-load elevation. Unloading of temporary supports should be performed such that all temporary supports at each cross section are unloaded uniformly. Unless specifically permitted by the Engineer, welding of falsework support brackets to structural steel is not allowed.

Unless erected by the cantilever method, truss spans shall be erected on blocking. The blocking shall be left in place until the tension chord splices are fully bolted and all other truss connections pinned and bolted and the proper geometric shape is achieved.

(b) Anchorages: Anchor bolts and similar materials which are to be placed during the erection of the structural steel shall be carefully and accurately set to the requirements of Article 6.01.03.

(c) Bearings: Bearing plates shall have a full and uniform bearing upon the substructure masonry. Bearing plates shall be placed upon bearing areas which are finished according to the requirements of Article 6.01.03.

Prefabricated pads conforming to the requirements of Article M-12.01 shall be installed unless specifically noted otherwise on the contract plans.

Each piece shall be the same size as the bearing plate it is to support and the holes to accommodate the anchor bolts shall be clearly and accurately punched before setting the pad in place.

In placing expansion bearings, due consideration shall be given to the temperature at the time of erection and stage construction requirements. The nuts of anchor bolts at expansion bearings shall be adjusted to permit the free movement of the span.

(d) Field Assembly: Members and components shall be accurately assembled as shown on the plans and any match marks shall be followed. The material shall be carefully handled so that no components will be bent, broken or otherwise damaged.

Hammering which will injure or distort the members is not permitted. Bearing surfaces and surfaces to be in permanent contact shall be cleaned before the members are assembled.

Cylindrical erection pins shall be 1/32 inch (0.8 mm) larger than the nominal diameter of the holes.

Splices and field connections of main stress carrying members shall be made with a minimum of 50% of the holes filled and tightened with high strength bolts before the lifting system is released. The bolts shall be installed uniformly throughout the connection. Lateral stability must be maintained until the deck is placed.

The Contractor shall ensure that girders are stable throughout the erection process. The stage of completeness of the bolted connections shall be considered when evaluating the strength and stability of the steel during erection. For Closed Box and Tub Girders the Contractor shall ensure that the cross- section shape of each box is maintained during erection. Top lateral bracing should be installed in tub girders prior to shipping and erection of the field pieces.

(e) Welded Connections:

Unless otherwise shown on the plans or indicated by the special provisions, welding of structural steel shall be done in accordance with “ANSI/AASHTO/AWS D1.5 Bridge Welding Code.”

The Contractor’s welding and inspection procedures for each type of field weld and field tacking must be submitted to the Engineer on the form designated by the Department. All procedures must be approved by the Materials Testing Division prior to any work and must be adhered to at all times.

Quality control is the responsibility of the Contractor. The Contractor must provide an AWS Certified Welding Inspector (CWI) in accordance with AWS D1.5. The CWI must be qualified and certified in accordance with the provisions of AWS QC1, *Standard for Qualification and Certification of Welding Inspectors.*

The CWI shall make visual inspection of all welds. The Contractor will perform magnetic particle inspection, ultrasonic testing inspection, or radiographic testing inspection of field welds when required on the plans or special provisions. Each test may be witnessed by an authorized representative of the Engineer.

Welds or sections of welds containing imperfections determined to be unacceptable by either the CWI or the Engineer shall be removed and re-welded by the Contractor at their expense. Welds so removed and replaced shall be re-inspected by the CWI. All costs for re-inspection or testing of such welds shall be borne by the Contractor.

(f) High Strength Bolted Connections:

The assembly of structural connections using ASTM A 325/ A 325M or ASTM A 490/A 490M high-strength bolts shall be installed so as to develop the minimum required bolt tension specified in Table A. The Manufacturer's certified test report; including the rotational capacity test results **must** accompany the fastener assemblies. Fastener Assemblies delivered without the certified reports will be rejected.

Bolts, nuts and washers from each rotational-capacity lot shall be shipped in the same container. If there is only one production lot number for each size of nut and washer, the nuts and washers may be shipped in separate containers. Each container shall be permanently marked with the rotational-capacity lot number such that identification will be possible at any stage prior to installation. Assemblies of bolts, nuts and washers shall be installed from the same rotational-capacity lot. Pins, small parts and packages of bolts, washers, and nuts shall be shipped in boxes, crates, kegs, or barrels. A list and description of the contained materials shall be plainly marked on the outside of each shipping container.

Bolted Parts: All material within the grip of the bolt shall be steel; there shall be no compressible material, such as gaskets or insulation, within the grip. Bolted steel shall fit solidly together after the bolts are tensioned. The length of the bolts shall be such that the end of the bolt will be flush with or outside of the face of the nut when properly installed.

Surface Conditions: At the time of assembly, all connection surfaces, including surfaces adjacent to the bolt head and nut, shall be free of scale, except tight mill scale, and shall be free of dirt or other foreign material. Burrs that would prevent solid seating of the connected parts in the snug tight condition shall be removed.

Paint is permitted on the faying surface, including slip critical connections, only when shown on the plans. The faying surfaces of slip-critical connections shall meet the requirements of the following paragraphs, as applicable:

- Connections specified to have un-coated faying surfaces: any paint, including any inadvertent over spray, shall be excluded from areas closer than one bolt diameter, but not less than 1.0 in. (25 mm), from the edge of any hole and all areas within the bolt pattern.

- Connections specified to have painted faying surfaces: shall be blast cleaned and coated in accordance with Section 6.04, and shall not be assembled until the coating system has been properly cured.

- Connections specified to have galvanized faying surfaces: shall be hot-dip galvanized in accordance with ASTM A 123/A 123M, and shall subsequently be roughened by means of hand wire brushing. Power wire brushing is not permitted.

Installation: At the pre-erection meeting, the Contractor shall inform the Engineer of their planned method of tensioning high strength bolts. Acceptable methods are: Turn-of-Nut, Calibrated Wrench or Direct Tension Indicator.

Fastener Assemblies:

A "fastener assembly" is defined as a bolt, a nut, and a washer. Only complete fastener assemblies of appropriately assigned lot numbers shall be installed.

Fastener assemblies shall be stored in an area protected from dirt and moisture. Only as many fastener assemblies as are anticipated to be installed and tensioned during a work shift shall be taken from protected storage. Fastener assemblies not used shall be returned to protected storage at the end of the shift. Prior to installation, fastener assemblies shall not be cleaned of lubricant. Fastener assemblies which accumulate rust or dirt resulting from site conditions shall be cleaned, relubricated and tested for rotational-capacity prior to installation. All galvanized nuts shall be lubricated with a lubricant containing a visible dye. Plain bolts must be oily to the touch when delivered and installed. Lubricant shall be removed prior to painting.

All bolts shall have a hardened washer under the turned element (nut or bolt head). All hardened washers shall conform to the requirements of ASTM F 436/F 436M.

Where necessary, washers may be clipped on one side to a point not closer than 7/8 of the bolt diameter from the center of the washer. Circular and beveled washers, when used adjacent to direct tension indicator washers shall not be clipped. Direct tension indicator washers shall not be clipped.

Bolt Tension Measuring Device: The Contractor shall provide a calibrated bolt tension measuring device (a Skidmore-Wilhelm calibrator (Skidmore) or other acceptable bolt tension indicating device) at all times when, and at all locations where high-strength fasteners are being installed and tensioned. The tension measuring device (Skidmore) shall be calibrated by an approved testing agency at least annually. The Skidmore shall be used to perform the rotational-capacity test of the fastener assemblies. The Skidmore will also be used to substantiate (1) the suitability of the fastener assembly to satisfy the requirements of Table A, including lubrication as required, (2) calibration of the installation wrenches, if applicable, and (3) the understanding and proper use by the contractor of the selected method of tensioning to be used.

Complete fastener assemblies shall be installed in properly aligned holes and then tensioned by the Turn-of-Nut, Calibrated Wrench or Direct Tension Indicator method to the minimum tension specified in Table A. Tensioning may be done by turning the bolt while the nut is prevented from rotating when it is impractical to turn the nut. Impact wrenches, if

used, shall be of adequate capacity and sufficiently supplied with air to perform the required tensioning of each bolt in approximately 10 seconds.

Bolts shall be installed in all holes of the connection and the connection brought to a snug condition. Snug is defined as having all the plies of the connection in firm contact. Snugging shall progress systematically from the most rigid part of the connection to the free edges. The bolts of the connection shall then be tightened in a similar manner as necessary until the connection is properly tensioned.

Nuts shall be located, whenever practical, on the side of the connection which will not be visible from the traveled way.

Unless otherwise approved by the Engineer fastener assemblies shall be brought to full tension immediately following snugging.

Fully tensioned fastener assemblies shall not be reused. Retightening previously tensioned bolts which may have been loosened by the tensioning of adjacent bolts shall not be considered as reuse.

Rotational-Capacity Tests: In addition to the certified test reports, on site Rotational-capacity tests may be required by the Engineer. This test shall be performed by the Contractor at the location where the fasteners are installed and tensioned. When performed in the field, the procedure shall conform to the requirements of ASTM A 325/ A 325M Appendix A-1.

Turn-of-Nut Installation Method:

At the start of the work, the Contractor shall demonstrate that the procedure used by the bolting crew to develop a snug condition and to control the turns from a snug condition develops the tension required in Table A. To verify their procedure, the Contractor shall test a representative sample of not less than three complete fastener assemblies of each diameter, length and grade to be used in the work. This shall be performed at the start of work using a Skidmore. Periodic retesting shall be performed when ordered by the Engineer.

After snugging the connection, the applicable amount of rotation specified in Table B shall be achieved. During the tensioning operation there shall be no rotation of the part not turned by the wrench. Tensioning shall progress systematically from the most rigid part of the connection to its free edges.

Calibrated Wrench Installation Method:

Calibrated wrench method may be used only when the installation wrenches are properly calibrated daily, or as determined by the Engineer. Standard torques determined from tables or from formulas which are assumed to relate torque to tension **shall not** be acceptable.

The Contractor shall demonstrate to the Engineer periodically that all equipment and wrenches are providing a torque which has been calibrated to produce the minimum tension specified in Table A. The installation procedures shall be verified periodically, as determined by the Engineer, for each bolt diameter, length and grade using the fastener assemblies that are being installed in the work. This verification testing shall be accomplished in a Skidmore by tensioning three complete fastener assemblies of each diameter, length and grade from those being installed with a hardened washer under the element turned.

When significant difference is noted in the surface condition of the bolts, threads, nuts or washers, as determined by the Engineer, wrenches shall be recalibrated. The Contractor shall verify during the installation of the assembled steel work that the wrench adjustment selected by the calibration does not produce a nut or bolt head rotation from snug greater than that permitted in Table B. If manual torque wrenches are used, nuts shall be turned in the tensioning direction when torque is measured.

When calibrated wrenches are used to install and tension bolts in a connection, bolts shall be installed with hardened washers under the element turned to tension the bolts. Once the connection has been snugged, the bolts shall be tensioned using the calibrated wrench. Tensioning shall progress systematically from the most rigid part of the connection to its free edges. A calibrated torque wrench shall be used to "touch up" previously tensioned bolts which may have been relaxed as a result of the subsequent tensioning of adjacent bolts until all bolts are tensioned to the prescribed amount.

Direct Tension Indicator Installation Method:

When Direct Tension Indicators (DTIs) meeting the requirements of Section M.06 are used with high-strength bolts to indicate bolt tension, they shall be subjected to the verification testing described below and installed in accordance with the method specified below. Unless otherwise approved by the Engineer, the DTIs shall be installed under the head of the bolt and the nut turned to tension the bolt. The Manufacturer’s recommendations shall be followed for the proper orientation of the DTI and additional washers, if any, required for the correct use of the DTI. Installation of a DTI under the turned element may be permitted if a washer is used to separate the turned element from the DTI.

Verification: Verification testing shall be performed in a Skidmore. A special flat insert shall be used in place of the normal bolt head holding insert. Three verification tests shall be required for each combination of fastener assembly rotational-capacity lot, DTI lot, and DTI position relative to the turned element (bolt head or nut) to be used on the project. The fastener assembly shall be installed in the tension-measuring device with the DTI located in the same position as in the work. The element intended to be stationary (bolt or nut) shall be restrained from rotation.

The verification tests shall be conducted in two stages. The bolt nut and DTI assembly shall be installed in a manner so that at least three and preferably not more than five threads are located between the bearing face of the nut and the bolt head. The bolt shall be tensioned first to the load equal to that listed in Table C

under Verification Tension for the grade and diameter of the bolt. If an impact wrench is used, the tension developed using the impact wrench shall be no more than two-thirds of the required tension. Subsequently, a manual wrench shall be used to attain the required tension. The number of refusals of the 0.005-in. (0.125-mm) tapered feeler gage in the spaces between the protrusions shall be recorded. The number of refusals for uncoated DTIs under the stationary or turned element, or coated DTIs under the stationary element, shall not exceed the number listed under Maximum Verification Refusals in Table C for the grade and diameter of bolt used. The maximum number of verification refusals for coated DTIs (galvanized, painted, or epoxy-coated), when used under the turned element, shall be no more than the number of spaces on the DTI less one. The DTI lot shall be rejected if the number of refusals exceeds the values in the table or, for coated DTIs if the gage is refused in all spaces.

After the number of refusals is recorded at the verification load, the bolt shall be further tensioned until the 0.005-in (0.125-mm) feeler gage is refused at all the spaces and a visible gap exists in at least one space. The load at this condition shall be recorded and the bolt removed from the tension-measuring device. The nut shall be able to be run down by hand for the complete thread length of the bolt excluding thread run-out. If the nut cannot be run down for this thread length, the DTI lot shall be rejected unless the load recorded is less than 95 percent of the average load measured in the rotational capacity test of the fastener lot as specified previously in "Rotational-Capacity Tests."

If the bolt is too short to be tested in the calibration device, the DTI lot shall be verified on a long bolt in a calibrator to determine the number of refusals at the verification tension listed in Table C. The number of refusals shall not exceed the values listed under maximum verification refusals in Table C. Another DTI from the same lot shall then be verified with the short bolt in a convenient hole in the work. The bolt shall be tensioned until the 0.005-in. (0.125-mm) feeler gage is refused in all spaces and a visible gap exists in at least one space. The bolt shall then be removed from the tension-measuring device and the nut shall be able to be run down by hand for the complete thread length of the bolt excluding thread run-out. The DTI lot shall be rejected if the nut cannot be run down this thread length.

Installation: Installation of fastener assemblies using DTIs shall be performed in two stages. The stationary element shall be held against rotation during each stage of the installation. The connection shall be first snugged with bolts installed in all holes of the connection and tensioned sufficiently to bring all the plies of the connection into firm contact. The number of spaces in which a 0.005-in. (0.125-mm) feeler gage is refused in the DTI after snugging shall not exceed those listed under maximum verification refusals in Table C. If the number exceeds the values in the table, the fastener assembly shall be removed and another DTI installed and snugged.

For uncoated DTIs used under a stationary or turned element and for coated DTIs used under a stationary element, the bolts shall be further tensioned until the number of refusals of the 0.005-in. (0.125-mm) feeler gage shall be equal or greater than the number listed under Minimum Installation Refusals in Table C. If the bolt is

tensioned so that no visible gap in any space remains, the bolt and DTI shall be removed and replaced by a new properly tensioned bolt and DTI.

When coated DTIs (galvanized, painted or epoxy coated) are used under a turned element, the 0.005-in (0.125-mm) feeler gage shall be refused in all spaces.

Inspection:

The Contractor shall provide all the material, equipment, tools and labor necessary for the inspection of the bolted connections. Access to the bolted parts and fastener assemblies, both before and after the fasteners are installed and tensioned, shall be provided.

The Contractor is responsible for Quality Control (QC). The Contractor shall review this specification with its project personnel prior to performing the work. The Contractor shall verify the proper markings, surface conditions and storage of fastener assemblies. The Contractor shall inspect the faying surfaces of connections for compliance with the plans and specifications. The Contractor shall provide to the Engineer a copy of their written QC report for each shift of the calibration or verification testing specified. This report shall confirm that the selected procedure is properly used and that the fastener assemblies installed meet the tensions specified in Table A. The Contractor shall monitor the installation of fasteners in the work to assure that the selected procedure, as demonstrated in the initial testing to provide the specified tension, is routinely and properly applied.

The Contractor, in the presence of the Engineer, shall inspect the tensioned bolts using an inspection torque wrench, as defined below. If direct tension indicator devices are used, the appropriate feeler gauge will be used. Inspection tests shall be performed within 24 hours of bolt tensioning to prevent possible loss of lubrication or corrosion influence on tensioning torque.

The inspection torque wrench shall be calibrated as follows. Three bolts of the same grade, size, and condition as those under inspection shall be placed individually in a device calibrated to measure bolt tension. This calibration operation shall be done at least once each inspection day. There shall be a washer under the part turned in torquing each bolt. In the calibrated device, each bolt shall be tightened by any convenient means to the specified tension. The inspection wrench shall then be applied to the tensioned bolt to determine the torque required to turn the nut or head five degrees in the tightening direction. The average of the torque required for all three bolts shall be defined as the job-inspection torque.

Twenty-five percent, but a minimum of two, of the tensioned bolts shall be selected by the Engineer for inspection in each connection. (The Engineer may reduce the number of bolts tested at a connection to 10% based on the Contractor's past performance and splice location.) The job-inspection torque shall then be applied to each selected assembly with the inspection torque wrench turned in the tightening direction. If all inspected bolt heads or nuts do not turn, the bolts in the connection shall be considered to be properly tensioned. If the torque turns one or more bolt heads or nuts, the job-inspection torque shall then be applied to **all** bolts in the connection or to the satisfaction of the Engineer. Any bolt whose head or nut turns shall be re-tensioned and re-inspected. The Contractor

may, however, re-tension all the bolts in the connection with the inspection torque wrench and resubmit it for inspection, so long as the bolts are not over-tensioned or damaged by this action.

(g) Field Corrections and Misfits: Reaming of bolt holes during erection shall be permitted only with approval of the Engineer. No excessive forces shall be applied to any member to provide for proper alignment of the bolt holes.

The correction of minor misfits involving minor amounts of reaming, cutting, grinding and chipping shall be considered a legitimate part of the erection. However, any error in the shop fabrication or deformation resulting from handling and transportation may be cause for rejection. The Contractor shall be responsible for all misfits, errors and damage and shall make the necessary corrections and replacements.

TABLE A (Metric)
Minimum Bolt Tension in Kilonewtons*

Bolt Size	ASTM A 325M	ASTM A 490M
M16	91	114
M20	142	179
M22	176	221
M24	205	257
M27	267	334
M30	326	408
M36	475	595

*Equal to 70% of specified minimum tensile strength of bolts (as specified in ASTM Specifications for tests of full-size A 325M and A 490M bolts with metric coarse threads series ANSI B1.13M, loaded in axial tension) rounded to the nearest kilonewton.

Table A (English)
Minimum Bolt Tension in kips*

Bolt Size (Inches)	ASTM A 325	ASTM A 490
5/8	19	24
¾	28	35
7/8	39	49
1	51	64
11/8	56	80
1¼	71	102
13/8	85	121
1½	103	148

*Equal to 70% of specified minimum tensile strength of bolts (as specified in ASTM Specifications for tests of full-size A 325 and A 490 bolts with UNC threads, loaded in axial tension) rounded to the nearest kip.

TABLE B (English and Metric)
Nut Rotation from the Snug Condition
Geometry[a,b,c] of Outer Faces of Bolted Parts

Bolt Length (measured from underside of head to end of bolt)	Both Faces Normal to Bolt Axis	One Face Normal to Bolt Axis and Other Face Sloped Not More Than 1:20, Bevel Washer Not Used	Both Faces Sloped Not More Than 1:20 From Normal to Bolt Axis, Bevel Washer Not Used
Up to and including 4 diameters	1/3 turn	1/2 turn	2/3 turn
Over 4 diameters but not exceeding 8 diameters	1/2 turn	2/3 turn	5/6 turn
Over 8 diameters but not exceeding 12 diameters	2/3 turn	5/6 turn	1 turn

(a) Nut rotation, as used in Table B, shall be taken as relative to the bolt, regardless of the element (nut or bolt) being turned. For bolts installed by 1/2 turn and less, the tolerance should be plus or minus 30 degrees; for bolts installed by 2/3 turn and more, the tolerance should be plus or minus 45 degrees.

To determine the nut rotation for installation and inspection of the fasteners, the nut and the end of the bolt or the head of the bolt and the adjacent steel shall be match marked.

(b) The values, given in Table B, shall be applicable only to connections in which all material within grip of the bolt is steel.

(c) No research work has been performed by the Research Council Riveted and Bolted Structural Joints to establish the turn-of-nut procedure when bolt lengths exceed 12 diameters. For situations in which the bolt length, measured from the underside of the head to the end of the bolt, exceeds 12 diameters, the required rotation shall be determined by actual tests in a suitable tension device simulating the actual conditions.

TABLE C (Metric)

Bolt Dia. (in.)	Verification Tension		Maximum Verification Refusals		DTI Spaces		Minimum Installation Refusals	
	A325	A490	Type 8.8	Type 10.9	Type 8.8	Type 10.9	Type 8.8	Type 10.9
M16	96	120	1	1	4	4	2	2
M20	149	188	2	2	5	6	3	3
M22	185	232	2	2	5	6	3	3
M24	215	270	2	2	5	6	3	3
M27	280	351	2	3	6	7	3	4
M30	342	428	3	3	7	8	4	4
M36	499	625	3	4	8	9	4	5

TABLE C (English)

Bolt Dia. (in.)	Verification Tension		Maximum Verification Refusals		DTI Spaces		Minimum Installation Refusals	
	A325	A490	325	490	325	490	325	490
5/8	20	25	1	2	4	5	2	3
¾	29	37	2	2	5	6	3	3
7/8	41	51	2	2	5	6	3	3
1	54	67	2	3	6	7	3	4
1 1/8	59	84	2	3	6	7	3	4
1¼	75	107	3	3	7	8	4	4
1 3/8	89	127	3	3	7	8	4	4
1½	108	155	3	4	8	9	4	5

Method of Measurement: Payment under this item will be at the contract lump sum price per each complete bridge structure or shall be based on the net weight (mass) of metal in the fabricated structure, whichever method appears on the proposal form.

When payment is based on a lump sum basis, the work, including anchor bolts, steel bearings and plates will not be measured for payment. Bearing plates welded to the girder are included in the price of the structural steel and bearing plates bonded to the bearings are included in the price of the bearing.

When payment is based on the net weight (mass) of metal in the fabricated structure, it shall be computed as described below.

The weight (mass) of the metal works to be paid for under the item of structural steel shall be computed on the basis of the net finished dimensions of the parts as shown on the shop drawings, deducting for copes, cuts, clips and all open holes, except bolt holes, and on the following basis:

1. The weights (masses) of rolled shapes shall be computed on the basis of their nominal weights (masses) per foot (meter), as shown in the shop drawings or listed in handbooks.

The weight (mass) of plates shall be computed on the basis of the nominal weight (mass) for their width and thickness as shown on the shop drawings.

2. The weight (mass) of temporary erection bolts, shop and field paint, galvanization, boxes, crates and other containers used for shipping, and materials used for supporting members during transportation and erection, shall not be included.

3. The weight (mass) of all high strength bolts, nuts, and washers shall be included on the basis of the following weights (masses):

Weight per 100				
Nominal diameter of H.S. bolt (inch)	**Bolthead, nut, 1 washer and stickthrough (lbs)**		**Nominal diameter of H.S. bolt (mm)**	**Bolthead, nut, 1 washer and stickthrough (kg)**
1/2	22		16	17
5/8	33		20	26
3/4	55		22	39
7/8	84		24	50
1	120		27	60
1 1/8	169		30	73
1 1/4	216		36	122

4. The weight (mass) of weld metal shall be computed on the basis of the theoretical volume from plan dimensions of the welds.

Size of fillet in Inches (mm)		**Weight of weld in pounds per foot (kg per meter)**	
3/16	(5)	0.08	(0.119)
¼	(6)	0.14	(0.208)
5/16	(8)	0.22	(0.327)
3/8	(9.5)	0.30	(0.446)
½	(13)	0.55	(0.818)
5/8	(16)	0.80	(1.190)
¾	(19)	1.10	(1.636)
7/8	(22)	1.50	(2.231)
1	(25)	2.00	(2.974)

5. The weight (mass) of steel shims, filler plates and anchor bolts shall be measured for payment.

When the pay item “Materials for Structural Steel (Site No.)” is included in the Contract, payment for furnishing of the raw steel material for the plates and shape material only, excluding any markup, based on the net weight (mass) required, and the payment will be made under the estimated item “Materials for Structural Steel (Site No.)”. The overruns or wastage shall not exceed ten per cent for straight girders and fifteen per cent for curved girders. All other work specified in this section for the bridge will be deemed paid for under the lump sum price. In the absence of the pay item “Materials for Structural Steel (Site No.)”, the cost of the raw material is included in the Lump Sum payment for this item, “Structural Steel (Site No.)”.

Basis of Payment: The structural steel, incorporated in the completed and accepted structure, will be paid for at the contract lump sum price for "Structural Steel (Site No.)," or at the contract unit price per hundred weight (kilogram) for "Structural Steel," whichever is indicated in the contract documents.

Payment for either method shall be for structural steel, complete in place, which price shall include quality control, furnishing, fabricating, transporting, storing, erecting, welding, surface preparation and all materials including fastener assemblies, steel bearing assemblies and anchor bolts, equipment, tools and labor incidental thereto.

When the pay item “Materials for Structural Steel (Site No.)” is included in the Contract, payment for furnishing of the raw steel material for the plates and shape material only,

excluding any markup, based on the net weight (mass) required, and the payment will be made under the estimated item “Materials for Structural Steel (Site No.)”. All remaining work including, but not limited to, preparation of shop drawings, fabricating, transporting, storage and handling, erecting, surface preparation and all materials, equipment, tools and labor incidental thereto, will be paid for under “Structural Steel (Site No.)”.

In the absence of the pay item “Materials for Structural Steel (Site No.)”, the cost of the raw material is included in the Lump Sum payment for this item, “Structural Steel (Site No.)”. All remaining work including, but not limited to, preparation of shop drawings, fabricating, transporting, storage and handling, erecting, surface preparation and all materials, equipment, tools and labor incidental thereto, will be paid for under “Structural Steel (Site No.)”.

No direct payment will be made for setting anchor bolts, preparing bearing areas, furnishing and placing materials under bearings. No direct payment will be made for non destructive testing as shown on the plans.

Pay Item	Pay Unit
Structural Steel (Site No.)	l.s. (l.s.)
Structural Steel	cwt. (kg)

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 6.12
CONCRETE CYLINDER CURING BOX

Delete the entire section and replace with it the following:

6.12.01 –Description: This item shall consist of furnishing a box for curing concrete test cylinders. The box shall be commercially available and manufactured specifically for curing concrete test cylinders. The box will remain the property of the Contractor at the conclusion of the project. The box shall be delivered to a location on the project as directed by the Engineer.

6.12.02 – Materials: A catalog cut listing detailed specifications of the box and operating instructions from the manufacturer must be submitted to the Engineer. The box and its components shall be constructed of non-corroding materials and shall be capable of storing a minimum of 18 test cylinders, 6” X 12” (152 mm X 305 mm) stored vertically with the lid closed. The lid must be watertight when closed and hinged in the back with security latches on the front that can be padlocked. The box must be capable of holding water to a maximum level of one inch above test cylinders placed in the box vertically. A drain hole must be provided in a wall of the box to allow manual drainage of the water that exceeds this level. A drain hole must also be provided at the bottom of the box so that it can be manually emptied. The temperature of the water must be controlled by heating and cooling device capable of maintaining the temperature of the water within a range of 60 to 80º F, +/- 2 ºF (15.5 to 26.7 ºC, +/- 1 ºC) within an outside ambient air temperature range of -10 to 120 º F (-23.3 to 49 ºC). The heating and cooling device must be positioned to allow free circulation of air and water around the cylinders and be rated at 120 volts and 15 amps. A rack must be provided within the box to support the cylinders above the pool of temperature controlled water. The device must be thermostatically controlled with a digital readout that is capable of displaying the high/low water temperature within the box since the last reading was taken.

6.12.03 - Construction Methods: The Contractor shall maintain the curing box in working order and shall provide all necessary electrical service and water so that the curing box can be used properly during the entire course of the project. Any curing box that is not operating properly, as determined by the Engineer, shall be replaced within 24 hours by the Contractor at no expense to the State. The Engineer reserves the right to prohibit placement of fresh concrete on the project until a curing box acceptable to the Engineer is operational on the project site.

6.12.04 - Method of Measurement: The furnishing of the concrete test cylinder curing box will be measured for payment by the number of boxes delivered by the Contractor and accepted by the Engineer.

6.12.05 – Basis of Payment: This item will be paid for at the contract unit price each for "Concrete Cylinder Curing Box" ordered and accepted on the project, which price shall include all submittals, material, tools, equipment, and labor incidental thereto. The price shall also include all maintenance and operating costs related to the curing box for the duration of the project.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 6.51
CULVERTS

6.51.02 – Materials:

In the 2nd paragraph replace "Gravel fill" with "Granular fill".

6.51.03 – Construction Methods:

In the 8th paragraph replace "gravel fill" with "granular fill".

Delete the 13th paragraph, "Bituminous fiber and … as the pipe."

6.51.04 – Methods of Measurement:

In the 7th paragraph replace "Gravel Fill" with "Granular Fill".

6.51.05 – Basis of Payment:

In the 8th paragraph replace "Gravel Fill" with "Granular Fill".

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 7.02
PILES

Article 7.02.05- Basis of Payment:

In the first sentence of the first paragraph of Section "2. Timber Piles" change "Furnishing Timber Piles Foot (Meter Length) and Furnishing Treated Timber Piles Foot (Meter Length)" to "Furnishing (Type) Timber Piles (Foot (Meter) Length)".

In the first sentence of the last paragraph of Section "2. Timber Piles" change "Driving Timber Piles" and "Driving Treated Timber Piles " to "Driving (Type) Timber Piles".

Under Pay Items:

Delete:

Pay Item	Pay Unit
Furnishing (Type) Piles (Lengths)	lb. (kg)

Add:

Pay Item	Pay Unit
Furnishing (Type) Timber Piles (Length)	ea. (ea)
Furnishing Steel Piles	lb. (kg)
Furnishing (Type) Prestressed Concrete Piles	l.f. (m)
Cast-in-Place Concrete Piles	l.f. (m)

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 8.22
TEMPORARY PRECAST CONCRETE BARRIER CURB

Article 8.22.04 – Method of Measurement:

Add the following sentence to the end of the second paragraph:

"Relocation of Temporary Precast Concrete Barrier Curb for access to the work area or for the convenience of the Contractor shall be considered incidental to Maintenance and Protection of Traffic and will not be measured for payment."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.10
METAL BEAM RAIL

Article 9.10.04 – Method of Measurement

Subarticle 1 – Metal Beam Rail (Type)

Delete the only sentence and replace with the following:

The length of metal beam rail measured for payment will be the number of linear feet (meters) of accepted rail of the type or designation installed, including radius rail other than Curved Guide Rail Treatment, measured along the top of rail between centers of end posts in each continuous section.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.18
THREE CABLE GUIDE RAILING
(I-BEAM POSTS) AND ANCHORAGES

9.18.03 – Construction Methods:

In the 10th paragraph, replace "MIL" with "MILSPEC."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.22
BITUMINOUS CONCRETE SIDEWALK
BITUMINOUS CONCRETE DRIVEWAY

9.22.03 – Construction Methods:

Replace the first paragraph with the following:

"**1. Excavation:** Excavation, including saw cutting, removal of any existing sidewalk, or driveway, shall be made to the required depth below the finished grade, as shown on the plans or as directed by the Engineer. All soft and yielding material shall be removed and replaced with suitable material."

9.22.05 – Basis of Payment:

Replace the only paragraph with the following:

"This work will be paid for at the contract unit price per square yard (square meter) for "Bituminous Concrete Sidewalk" or "Bituminous Concrete Driveway," as the case may be, complete in place, which price shall include all saw cutting, excavation as specified above, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, and all equipment, tools, labor and materials incidental thereto."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.44
TOPSOIL

Add the following paragraph to the beginning of article 9.44.03 – Construction Methods:

"The Contractor shall notify the Engineer of the location of the topsoil at least 15 calendar days prior to delivery. The topsoil and its source shall be inspected and approved by the Engineer before the material is delivered to the project. Any material delivered to the project, which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the Contractor with acceptable material."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.49
FURNISHING, PLANTING and MULCHING
TREES, SHRUBS, VINES and GROUND COVER PLANTS

9.49.03 – Construction Methods:

Replace subsection 5. Pits with the following:

"5. Pits: The pit diameters shall be twice the diameter of the root-spread or container diameters, and shall be 2- inches (50 millimeters) less than the height of the rootball measured from the bottom of the ball to the root collar. (i. e. A 12-inch (300 millimeters) measurement between the root collar and the bottom of the rootball will require a 10-inch (250 millimeters) deep pit). Any excavation in excess of that required shall be replaced with planting soil and compacted to the satisfaction of the Engineer."

Add the following sentence to subsection 6. Obstructions Below Ground:

"If removal of obstructions results in a deeper hole than needed for planting, backfill material shall be added and compacted to the satisfaction of the Engineer."

Replace subsection 7. Preparation of Backfill with the following:

"**7. Backfill:** Backfill shall conform to M.13.01-1 Planting Soil."

Replace subsection 8. Setting Plants with the following:

"**8. Setting Plants:** All plants shall be plumb and at a level that is 2-inches (50 millimeters) higher than the surrounding ground. Backfill material for all plants shall be thoroughly and properly settled by firming or tamping. Thorough watering shall accompany backfilling. Saucers capable of holding water shall be formed at individual plants (exclusive of plant beds) by placing ridges of planting soil around each, or as directed by the Engineer.

a. Balled and Burlapped plants: Plants shall be handled in such manner so that the soil will not be loosened from the roots inside of the ball. Carefully place the plant into the prepared pits and backfill with planting soil to one - half the depth of the pit, thoroughly tamp to the satisfaction of the Engineer around the ball. Fill the remaining area of the pit with water. Once water has completely drained, loosen the burlap and peel down the top one third. If wire baskets are used, cut and bend down the top third of the basket. Roots that have been wrapped around the ball within the burlap shall be straightened and the remainder of the pit filled with planting soil tamped to ensure that no air pockets remain.

b. Container Grown Plants: Carefully remove the plant from the container over the prepared pits. Gently loosen the soil and straighten all roots as naturally as possible. Place into the bottom of the pit. Backfill with planting soil to one - half the depth of the pit. Thoroughly tamp to the satisfaction of the Engineer. Fill remaining area of the pit with water. Once water has completely drained fill the remainder of the pit with planting soil tamped to ensure that no air pockets remain.

c. Bare-roots Plants: Carefully spread roots as naturally as possible and place into the bottom of the pit. All broken or frayed roots shall be cleanly cut off. Backfill with planting soil to one - half the depth of the pit. Thoroughly tamp to the satisfaction of the Engineer. Fill remaining area of the pit with water. Once water has completely drained fill the remainder of the pit with planting soil tamped to ensure that no air pockets remain."

Replace subsection 10. Watering with the following:

"**10. Watering:** All plants shall be watered upon setting and as many times thereafter as conditions warrant.

The following is a guide for minimum requirements:

Trees:
2 ½" Caliper and less – Fifteen (15) gallons each.
3" to 5" Caliper – Twenty (20) gallon each.
5 ½" Caliper and above – Twenty-five (25) gallon each.
Shrubs:
24" and less – Six (6) gallon each.
More than 24"- Ten (10) gallon each.
Vines, Perennials, and Ornamental Grasses – Three (3) gallons each.
Groundcovers and Bulbs – Two (2) gallons per square foot.

Water shall be applied at a controlled rate and in such a manner to ensure that the water reaches the root zone (saucer) of the plant or plant bed and does not run off to adjacent areas. Watering shall be applied in a manner that does not dislodge plants, erode soil or mulch, or cause damage to saucer.

The Contractor may use slow-release, drip irrigation bags for watering in accordance with manufacturer's instructions. The use of these portable/temporary irrigation bags will require the approval of the Engineer.

Overhead hydro-seeder spray nozzles shall not be used as watering devices."

Replace subsection 17. Establishment Period with the following:

"**17. One-Year Establishment Period:** All plant material shall be subject to a One-Year Establishment Period. During this time, the Contractor shall use currently accepted horticultural practices to keep all plant material installed in a healthy, vigorous growing condition at the date of final acceptance. The date of final

acceptance shall be one full calendar year following the satisfactory completion of the planting activities as confirmed by the Engineer.

An inspection will be held one year from the date of installation with the Contractor, Engineer, and Landscape Designer to determine the acceptability of the plant establishment. An inventory of losses and rejected materials will be made and corrective and necessary clean up measures will be determined at the plant inspection."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.75
MOBILIZATION

9.75.04 – Method of Measurement:

Delete the entire section and replace with the following:

This work will be measured for payment in the manner described hereinafter; however, the determination of the total contract price earned shall not include the amount of mobilization earned during the period covered by the current monthly estimate- but shall include amounts previously earned and certified for payment:

1. When the first payment estimate is made, 25 percent of the lump sum bid price for this item or 2.5 percent of the total original contract price, whichever is less, shall be certified for payment.

2. When the Baseline Schedule, as specified under Section 1.05.08, is accepted, 50 percent of the lump sum bid price or 5 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.

3. When 10 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 75 percent of the lump sum price of this item or 7.5 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.

4. When 30 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 100 percent of the lump sum price of this item or 10 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided for by the contract.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 10.01
TRENCHING AND BACKFILLING

Article 10.01.01- Description:

In the only sentence of the first paragraph after "…satisfactory…" *add the following:* "clean-up and".

In the only sentence of the second paragraph after "…reconstruction of…" *add the following:* "bituminous, concrete and granite curbing,".

Article 10.01.05- Basis of Payment:

In the only sentence of the second paragraph after "…mulching…" *add the following:* "clean-up and". *After* "…installing…" *add the word* "curbing,".

At the end of the third paragraph, add the following: "In the absence of a "Rock in Trench Excavation" item, the work will be compensated as extra work."

In the only sentence of the sixth paragraph, after …"…unit price for 'Concrete Sidewalk'…" *add the following:* "or as extra work, if no unit price has been established."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 10.10
CONCRETE HANDHOLE

Article 10.10.05 – Basis of Payment

Remove the words “ground wire”.

At the end of the paragraph add the following sentence:

The ground wire (bonding wire) is included in the Contract unit price under Section 10.08 – Electrical Conduit.

Add the word “Cover” *to the end of the pay item* “Cast Iron Handhole”

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 11.13
CONTROL CABLE

11.13.03 – Construction Methods:

In the 1st paragraph of subsection 2 replace "MIL" with "MILSPEC."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 12.10
EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS

12.10.03 (2) – Procedures:

Insert the following after the sixth paragraph:

The epoxy shall be uniformly applied to the surface to be marked to ensure a wet film thickness of the applied epoxy, without glass beads, of 20 mils +/- 1 mil (500 um +/- 25 um).

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.06
METALS

Article M.06.01 – Reinforcing Steel:

Subarticle 1. Bar Reinforcement:

Delete the third paragraph and replace it with:

"Epoxy coated bar reinforcement shall conform to the requirements of ASTM A 615/A 615M, Grade 60 (420) and shall be epoxy coated to the requirements of ASTM A 775/A 775M. All field repairs of the epoxy coating shall conform to the requirements of ASTM D 3963/D 3963M."

Article M.06.02—Structural Steel and Other Structural Materials:

Delete the entire article and replace it with the following:

Article M.06.02—Structural Steel: The materials for this work shall conform to the following requirements:

1. **Structural Steel:**
   Structural steel for bridges shall conform to the designation shown on the plans. Unless otherwise indicated in the plans or specifications, structural steel for non-bridge related members or components shall conform to ASTM A709/A709M, Grade 36 (250).

   All surfaces of steel plates and shapes used in the fabrication of bridge girders shall be blast cleaned and visually inspected by the Contractor prior to any fabrication or preparation for fabrication. Blast cleaning shall conform to the requirements of SSPC-SP-6-Commercial Blast.

   All steel plates and shapes used in the fabrication of bridge girders shall be substantially free from pitting and gouges, regardless of the cause. Substantially free is defined as:
   - The measured surface area of all pits and gouges regardless of depth represent less than 1% of the surface area of theplate or shape.
   - No pit or gouge greater than 1/32 (0.08mm) inch deep.
   - No pit or gouge closer than six inches (15.25 cm) from another.

Any repair of plates or shapes will be performed in accordance with ASTM A6/A 6M.

2. **Anchor Bolts:**
Unless otherwise designated on the plans, anchor bolts, including suitable nuts and washers, shall conform to the following requirements:

Anchor bolt assemblies shall conform to the requirements of ASTM F1554, Grade 36 (250). All components of the bolt assembly shall be galvanized in conformance with ASTM A 153/A 153M.

Certified Test Reports and Material Samples: The Contractor shall submit notarized copies of Certified Test Reports in conformance with Article 1.06.07. Prior to incorporation into the work, the Contractor shall submit samples of the anchor bolt assemblies to the Engineer for testing in accordance with the latest edition of the "Schedule of Minimum Requirements for Acceptance Testing". One sample shall be submitted for each diameter, material designation, grade or coating of anchor bolt assembly.

3. **High Strength Bolts:** High strength bolts, including suitable nuts and hardened washers, shall conform to the following requirements:

   a) High strength bolts shall conform to ASTM A325 or ASTM A490 as shown on the plans. High-strength bolts used with coated steel shall be mechanically galvanized, unless otherwise specified. High-strength bolts used with uncoated weathering grades of steel shall be Type 3.

   Nuts for ASTM A325 bolts shall conform to ASTM A563, grades DH, DH3, C, C3 and D. Where galvanized high-strength bolts are used, the nuts shall be galvanized, heat treated grade DH or DH3. Where Type 3 high-strength bolts are used, the nuts shall be grade C3 or DH3.

   Nuts for ASTM A490 bolts shall conform to the requirements of ASTM A563, grades DH and DH3. Where Type 3 high-strength bolts are used, the nuts shall be grade DH3.

   All galvanized nuts shall be lubricated with a lubricant containing a visible dye of any color that contrasts with the color of the galvanizing. Black bolts must be oily to the touch when delivered and installed.

   Circular flat and square or rectangular beveled, hardened steel washers shall conform to ASTM F436. Unless otherwise specified, galvanized washers shall be furnished when galvanized high-strength bolts are specified, and washers with atmospheric corrosion resistance and weathering characteristics shall be furnished when Type 3 high-strength bolts are specified.

   Compressible-washer-type direct tension indicator washers, used in conjunction with high strength bolts, shall conform to ASTM F959. Where galvanized high-strength bolts are used, the washers shall be galvanized in accordance with ASTM B695, Class 50. Where Type 3 high-strength bolts are used, the washers shall be galvanized in accordance with ASTM B695, Class 50 and coated with epoxy.

b) **Identifying Marks:** ASTM A325 for bolts and the specifications referenced therein for nuts require that bolts and nuts manufactured to the specification be identified by specific markings on the top of the bolt head and on one face of the nut. Head markings must identify the grade by the symbol "A325", the manufacturer and the type, if Type 2 or 3. Nut markings must identify the grade, the manufacturer and if Type 3, the type. Markings on direct tension indicators must identify the manufacturer and Type "325". Other washer markings must identify the manufacturer and if Type 3, the type.

   ASTM A490 for bolts and the specifications reference therein for nuts require that bolts and nuts manufactured to the specifications be identified by specific markings on the top of the bolt head and on one face of the nut. Head markings must identify the grade by the symbol "A490", the manufacturer and the type, if Type 2 or 3. Nut markings must identify the grade, the manufacturer and if Type 3, the type. Markings on direct tension indicators must identify the manufacturer and Type "490". Other washer markings must identify the manufacturer and if Type 3, the type.

c) **Dimensions:** Bolt and nuts dimensions shall conform to the requirements for Heavy Hexagon Structural Bolts and for Heavy Semi-Finished Hexagon Nuts given in ANSI Standard B18.2.1 and B18.2.2, respectively.

d) **Galvanized Bolts:** Galvanized bolts shall conform to ASTM A325, Type 1. The bolts shall be hot-dip galvanized in accordance with ASTM A153, Class C or mechanically galvanized in accordance with ASTM B695, Class 50. Bolts, nuts, and washers of any assembly shall be galvanized by the same process. The nuts shall be overtapped to the minimum amount required for the fastener assembly, and shall be lubricated with a lubricant containing a visible dye so a visual check can be made for the lubricant at the time of field installation. Galvanized bolts shall be tension tested after galvanizing. ASTM A 490 bolts shall not be galvanized.

e) **Test Requirements:** The maximum hardness of A325 bolts 1" or less in diameter shall be 33 HRC.

   Plain, ungalvanized nuts shall have a minimum hardness of 89 HRB.

   Proof load tests, in accordance with the requirements of ASTM F606 Method 1, shall be required for the bolts. Wedge tests of full-size bolts are required in accordance with Section 8.3 of ASTM A325. Galvanized bolts shall be wedge tested after galvanizing. Proof load tests of ASTM A563 are required for nuts. Proof load tests for nuts used with galvanized bolts shall be performed after galvanizing, overtapping and lubricating.

Rotational-capacity tests are required and shall be performed on all plain or galvanized (after galvanizing) bolt, nut and washer assemblies by the manufacturer or distributor prior to shipping and by the Contractor at the job site.

The thickness of galvanizing on bolts, nuts and washers shall be measured. On bolts, it shall be measured on the wrench flats or on top of the bolt head, and on nuts it shall be measured on the wrench flats.

f) Certified Test Reports and Materials Certificates: The Contractor shall submit notarized copies of Certified Test Reports and Materials Certificates in conformance with Article 1.06.07 for fastener assemblies. In addition the Certified Test Reports and Materials Certificates shall include the following:

a. Mill test reports shall indicate the place where the material was melted and manufactured.

b. Test reports for proof load tests, wedge tests, and rotational-capacity tests shall indicate where the tests were performed, date of tests, location of where the components were manufactured and lot numbers.

c. The test report for galvanized components shall indicate the thickness of the galvanizing.

g) Material Samples: Prior to incorporation into the work, the Contractor shall submit samples of the bolt assemblies to the Engineer for testing in accordance with the latest edition of the "Schedule of Minimum Requirements for Acceptance Testing". Samples shall be submitted for each diameter, length, material designation, grade, coating and manufacturer of bolt assembly.

4. Welded Stud Shear Connectors:

a) Materials: Stud shear connectors shall conform to the requirements of ASTM A 108, cold-drawn bar, Grades 1015, 1018 or 1020, either semi- or fully-killed. If flux-retaining caps are used, the steel for the caps shall be of a low carbon grade suitable for welding and shall comply with ASTM A 109.

Stud shear connectors shall be of a design suitable for electrically end-welding to steel with automatically timed stud welding equipment. The studs shall be of the sizes and dimensions noted on the plans. Flux for welding shall be furnished with each stud, either attached to the end of the stud or combined with the arc shield for automatic application in the welding operation. Each stud shall be furnished with a disposable ferrule of sufficient strength to remain intact during the welding operation and not crumble or break; it shall not be detrimental to the weld or create excessive slag.

Tensile properties, as determined by tests of bar stock after drawing or of finished studs, shall conform to the following requirements in which the yield strength is as determined by the 0.2% offset method:

Tensile strength (min.)	60,000 psi (415 megapascals)
Yield strength (min.)	50,000 psi (345 megapascals)
Elongation (min.)	20% in 2 inches (50 millimeters)
Reduction of area (min.)	50%

b) Test Methods: Tensile properties shall be determined in accordance with the applicable sections of ASTM A 370. Tensile tests of finished studs shall be made on studs welded to test plates using a test fixture similar to that shown in Figure 7.2 of the current AASHTO/AWS D1.5 – Bridge Welding Code. If fracture occurs outside of the middle half of the gage length, the test shall be repeated.

c) Finish: Finished studs shall be of uniform quality and condition, free from injurious laps, fins, seams, cracks, twists, bends or other injurious defects. Finish shall be as produced by cold-drawing, cold-rolling or machining.

d) Certified Test Reports and Materials Certificates: The Contractor shall submit a certified copy of the in-plant quality control test report in conformance with Article 1.06.07. The Contractor shall submit a Materials Certificate in conformance with Article 1.06.07 for the welded studs.

e) Sample Materials for Testing: Prior to incorporation into the work, the Contractor shall submit samples of the stud shear connectors to the Engineer for testing in accordance with the latest edition of the "Schedule of Minimum Requirements for Acceptance Testing". One sample shall be submitted for each diameter and length of welded stud.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.13
ROADSIDE DEVELOPMENT

Delete article M.13.01 – Topsoil and replace it with the following:

"**Article M.13.01 – Topsoil:** The term topsoil used herein shall mean a soil meeting the soil textural classes established by the USDA Classification System based upon the proportion of sand, silt, and clay size particles after passing a No. 10 (2 millimeter) sieve and subjected to a particle size analysis. The topsoil shall contain 5% to 20% organic matter as determined by loss on ignition of oven-dried samples dried at 221° F (105° C). The pH range of the topsoil shall be 5.5 to 7.0.

The following textural classes shall be acceptable:

Loamy sand, including coarse, loamy fine, and loamy very fine sand, with not more than 80% sand
Sandy loam, including coarse, fine and very fine sandy loam
Loam
Clay loam, with not more than 30% clay
Silt loam, with not more than 60% silt
Sandy clay loam, with not more than 30% clay
All textural classes of topsoil with greater than 80% sand content will be rejected.

The topsoil furnished by the Contractor shall be a natural, workable soil that is screened and free of subsoil, refuse, stumps, roots, brush, weeds, rocks and stones over 1 1/4 inches (30 millimeters) in diameter, and any other foreign matter that would be detrimental to the proper development of plant growth.

The Contractor shall notify the Engineer of the location of the topsoil at least 15 calendar days prior to delivery. The topsoil and its source shall be inspected and approved by the Engineer before the material is delivered to the project. Any material delivered to the project, which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the Contractor with acceptable material.

When topsoil is not furnished by the Contractor, it shall be material that is stripped in accordance with Section 2.02 or is furnished by the State, and will be tested as determined by the Engineer.

1. Planting Soil: Soil Material to be used for plant backfill shall be one of the following textural classes:

Loamy sand, with not more than 80% sand
Sandy loam
Loam
Clay loam, with not more than 30% clay
Silt loam, with not more than 60% silt
Sandy clay loam, with not more than 30% clay

Planting soil shall be premixed, consisting of approximately 50 % topsoil, 25 % compost or peat, and 25% native soil. Planting soil shall be loose, friable, and free from refuse, stumps, roots, brush, weeds, rocks and stones 2 inches (50 millimeters) in diameter. In addition, the material shall be free from any material that will prevent proper development and plant growth.

(a) For ericaceous plants and broad-leaved evergreens requiring an acid soil, planting soil shall have a true pH of 4.5 to 5.5. If it has not, it shall be amended by the Contractor at his own expense to the proper pH range by mixing with sulphur.

(b) Planting soil for general planting of nonacid-loving plants shall have a true pH value of 5.6 to 6.5. If it has not, it shall be amended by the Contractor at his own expense to the proper pH range by mixing with dolomitic limestone.

The amount of either sulphur or limestone required to adjust the planting soil to the proper pH range (above) shall be determined by the Engineer based on agronomic tests. The limestone shall conform to the requirements of Article M.13.02. The sulphur shall be commercial or flour sulphur, unadulterated, and shall be delivered in containers with the name of the manufacturer, material, analysis, and net weight (mass) appearing on each container.

The Engineer reserves the right to draw such samples and to perform such tests as he deems necessary to ensure that these specifications are met.”

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.16
TRAFFIC CONTROL SIGNALS

Article M.16.04 – Poles:

Subarticle 1. Steel Poles:

(i) Wire Entrance Fitting:

In the second sentence, delete "required to accept the cables".

Article M.16.06 – Traffic Signals:

In the 1st paragraph of subsection 9 replace "MIL" with "MILSPEC".

Under the paragraph entitled Third Coat, replace the first two sentence with the following:

" Dark Green Enamel: Shall be Dark Green exterior baked enamel and shall comply with FS A-A 2962. The color shall be No. 14056, FS No. 595."

and in the third sentence replace "MIL" with "MILSPEC."

Article M.16.08 – Pedestrian Push Button

Subarticle – Painting

Delete the entire "Third Coat" paragraph and replace with the following:

Third Coat: Dark Green Enamel, shall be DARK GREEN exterior-baking enamel and shall comply with Federal Specifications A-A 2962. The color shall be No. 14056, Federal Standard No. 595.

M.16.15 – Messenger and Span Wire:

Delete the entire article and replace with the following:

The materials for this work shall conform to the following requirements:

1. Messenger wire shall be made of double-galvanized 7-strand utilities-grade steel wire cable, not less than 3/16 inch (4.8 millimeters) in diameter, with at least a 2,400-pound (10.7-killinewton) breaking strength.

2. Span wire:

(a) “Span wire” shall be made of double-galvanized 7-strand utilities-grade steel wire cable, not less than 3/8 inch (9.5 millimeters) in diameter, with at least an 11,200-pound (50-kilonewton) breaking strength.

(b) “Span wire (high strength)” shall be made of double-galvanized 7-strand extra-high-strength-grade steel wire cable, not less than 7/16 inch (11.1 millimeters) in diameter, with at least a 20,800-pound (94-kilonewton) breaking strength.

3. All hardware accessories shown on the plans to be used in span wire or messenger mounting shall be made of high-strength, double-galvanized, first-quality materials.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.17
ELASTOMERIC MATERIALS

M.17.01 – Elastomeric Bearing Pads:

In the 2nd paragraph of subsection 4(b), replace "MS MIL" with "MILSPEC."

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.18
SIGNING

M.18.10 – Demountable Copy:

In the chart under subsection 3H, replace "MS MIL" with "MILSPEC."

Construction Contracts - Required Contract Provisions
(FHWA Funded Contracts)

Index

1. Federal Highway Administration (FHWA) Form 1273 (Revised May 1, 2012)

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

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

4. Requirements of Title 49, CFR , Part 26

5. Contract Wage Rates

6. Americans with Disabilities Act of 1990

7. Connecticut Statutory Labor Requirements

    a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
    b. Debarment List - Limitation on Awarding Contracts
    c. Construction Safety and Health Course
    d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
    e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)

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

9. Executive Orders (State of CT)

10. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)

11. Whistleblower Provision

12. Connecticut Freedom of Information Act

    a. Disclosure of Records
    b. Confidential Information

13. Service of Process

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

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

16. Forum and Choice of Law

17. Summary of State Ethics Laws

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

19. Campaign Contribution Restriction

20. Tangible Personal Property

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

22. Consulting Agreement Affidavit

Index of Exhibits

EXHIBIT A – FHWA Form 1273 (Begins on page 13)
EXHIBIT B – Title VI Contractor Assurances (page 34)
EXHIBIT C – Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity (page 35)
EXHIBIT D – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 42)
EXHIBIT E - Campaign Contribution Restriction (page 50)
EXHIBIT F – Federal Wage Rates (Attached at the end)
EXHIBIT G - State Wage Rates (Attached at the end)

1. Federal Highway Administration (FHWA) Form 1273

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

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

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

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

(a) The Contractor shall comply with the Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity requirements attached at Exhibit C and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of $10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.

(b) Companies with contracts, agreements or purchase orders valued at $10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

4. Requirements of Title 49, Code of Federal Regulations (CFR), Part 26

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

"The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as ConnDOT (recipient) deems appropriate."

5. Contract Wage Rates

The Contractor shall comply with:

The Federal and State wage rate requirements indicated in Exhibits F and G hereof are hereby made part of this Contract. If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

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

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

6. Americans with Disabilities Act of 1990

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

7. Connecticut Statutory Labor Requirements

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

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 3l-53a of the Connecticut General Statutes, as revised.

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

telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

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

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

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

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

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

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

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

9. Executive Orders

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their

respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

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

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

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
iv. "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.
v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
vi. "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;
vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
viii. "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;
ix. "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
x. "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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by

regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter."

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928

11. Whistleblower Provision

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

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

12. Connecticut Freedom of Information Act

(a) Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a

Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

13. Service of Process

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

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

This Contract is subject to the provisions of Section 3-ll2a of the General Statutes of the State of Connecticut, as revised.

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

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

16. Forum and Choice of Law

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

17. Summary of State Ethics Laws

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

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

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor

Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

19.Campaign Contribution Restriction

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

20. Tangible Personal Property

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

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

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

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

22. Consulting Agreement Affidavit

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

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

EXHIBIT A

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential

minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is

registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit

any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1**. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

2. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

EXHIBIT B

TITLE VI CONTRACTOR ASSURANCES

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

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

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

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

A. Withholding contract payments until the Contractor is in-compliance; and/or
B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may -direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

EXHIBIT C

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

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

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

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

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

   If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's of subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

   The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in

which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other

information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific Foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work-force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4 8.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

FEDERALLY FUNDED OR ASSISTED PROJECTS
APPENDIX A
(Labor Market Goals)

Standard Metropolitan Statistical Area (SMSA)

Female **Minority**

Bridgeport – Stamford – Norwalk – Danbury			**10.2%**
6.9%			
Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield
Greenwich	Milford	Monroe	New Canaan
New Fairfield	Newton	Norwalk	Redding
Shelton	Stamford	Stratford	Trumbull
Weston	Westport	Wilton	

Hartford – Bristol – New Britain			**6.9%**
6.9%			
Andover	Avon	Berlin	Bloomfield
Bolton	Bristol	Burlington	Canton
Colchester	Columbia	Coventry	Cromwell
East Granby	East Hampton	East Hartford	East Windsor
Ellington	Enfield	Farmington	Glastonbury
Granby	Hartford	Hebron	Manchester
Marlborough	New Britain	New Hartford	Newington
Plainville	Plymouth	Portland	Rocky Hill
Simsbury	South Windsor	Southington	Stafford
Suffield	Tolland	Vernon	West Hartford
Wethersfield	Willington	Windsor	Windsor Locks

New Haven – Waterbury – Meriden			**9.0%**
6.9%			
Beacon Falls	Bethany	Branford	Cheshire
Clinton	East Haven	Guilford	Hamden
Madison	Meriden	Middlebury	Naugatuck
New Haven	North Branford	North Haven	Orange
Prospect	Southbury	Thomaston	Wallingford
Waterbury	Watertown	West Haven	Wolcott
Woodbridge	Woodbury		

New London – Norwich			**4.5%**
6.9%			
Bozrah	East Lyme	Griswold	Groton
Ledyard	Lisbon	Montville	New London
Norwich	Old Lyme	Old Saybrook	Preston
Sprague	Stonington	Waterford	

Non SMSA

Female **Minority**

Litchfield – Windham				**5.9%**
6.9%				
Abington	Ashford	Ballouville	Bantam	
Barkhamsted	Bethlehem	Bridgewater	Brooklyn	
Canaan	Canterbury	Central Village	Cahplin	
Colebrook	Cornwall	Cornwall Bridge	Danielson	
Dayville	East Canaan	East Killingly	East Woodstock	
Eastford	Falls Village	Gaylordsville	Goshen	
Grosvenor Dale	Hampton	Harwinton	Kent	
Killignly	Lakeside	Litchfield	Moosup	
Morris	New Milford	New Preston	New Preston Marble Dale	
Norfolk	North Canaan	No. Grosvenordale	North Windham	
Oneco	Pequabuck	Pine Meadow	Plainfield	
Pleasant Valley	Pomfret	Pomfret Center	Putnam	
Quinebaug	Riverton	Rogers	Roxbury	
Salisbury	Scotland	Sharon	South Kent	
South Woodstock	Sterling	Taconic	Terryville	
Thompson	Torrington	Warren	Warrenville	
Washington	Washington Depot	Wauregan	West Cornwall	
Willimantic	Winchester	Winchester Center	Windham	
Winsted	Woodstock	Woodstock Valley		

EXHIBIT D

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

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

(6) "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(9) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

    2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

    3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

    4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

    5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

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

D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

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

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

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

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

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

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(g)(2), as amended by P.A. 10-1, 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 resulting the contract being voided.

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

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.
Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS

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

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

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising 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 or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

EXHIBIT F

(federal wage rate package will be inserted here)

EXHIBIT G

(state wages will be inserted here)

General Decision Number: CT130001 01/04/2013 CT1

Superseded General Decision Number: CT20120001

State: Connecticut

Construction Type: Highway

Counties: Fairfield, Litchfield, Middlesex, New Haven, Tolland and Windham Counties in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

BRCT0001-004 03/31/2012

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS AND STONE MASONS	$ 32.50	24.55

CARP0024-006 05/07/2012

LITCHFIELD COUNTY
Harwinton, Plymouth, Thomaston, Watertown
MIDDLESEX COUNTY
NEW HAVEN COUNTY
Beacon Falls, Bethany, Branford, Cheshire, East Haven, Guilford, Hamden. Madison, Meriden, Middlebury, Naugatuck, New Haven, North Branford, North Haven, Orange (east of Orange Center Road and north of Route 1, and north of Route 1 and east of the Oyster River), Prospect, Southbury, Wallingford, Waterbury, West Haven, Wolcott, Woodbridge
TOLLAND COUNTY
Andover, Columbia, Coventry, Hebron, Mansfield, Union, Willington
WINDHAM COUNTY

	Rates	Fringes
Carpenters:		
Carpenters, Piledrivers	$ 29.65	21.00
Diver Tenders	$ 29.65	21.00
Divers	$ 38.11	21.00

CARP0043-004 05/07/2012

	Rates	Fringes
Carpenters: (TOLLAND COUNTY Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS	$ 29.65	21.00
DIVER TENDERS	$ 29.65	21.00
DIVERS	$ 38.11	21.00

CARP0210-002 05/07/2012

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS	$ 29.65	21.00
DIVER TENDERS	$ 29.65	21.00
DIVERS	$ 38.11	21.00

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stamford, Stratford, Trumbull, Weston, Westport, Wilton;

LITCHFIELD COUNTY

Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook,

Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon, Torrington, Warren, Washington, Winchester, Woodbury;

NEW HAVEN COUNTY

Ansonia, Derby, Milford, Orange (west of Orange Center Road and south of Route 1 and west of the Oyster River), Oxford, Seymour;

ELEC0003-002 05/08/2008

	Rates	Fringes
Electricians		
FAIRFIELD COUNTY		
Darien, Greenwich, New Canaan, Stamford	$ 44.75	30.42

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* ELEC0035-001 06/01/2012

	Rates	Fringes
Electricians:		
MIDDLESEX COUNTY (Cromwell, Middlefield, Middleton and Portland); TOLLAND COUNTY; WINDHAM COUNTY	$ 37.10	22.12

ELEC0090-002 06/01/2012

	Rates	Fringes
Electricians:	$ 36.25	22.49

LITCHFIELD COUNTY

Plymouth Township;

MIIDDLESEX COUNTY

Chester, Clinton, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Old Saybrook, Westbrook;

NEW HAVEN COUNTY

All Townships excluding Beacon Falls, Middlebury,Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott.

ELEC0488-002 06/01/2011

	Rates	Fringes
Electricians	$ 35.10	22.26

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield, Monroe, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stratford, Trumbull, Weston, Westport and Wilton.

LITCHFIELD COUNTY

Except Plymouth;

NEW HAVEN COUNTY

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott

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ENGI0478-001 04/01/2012

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 35.50	20.50+a
GROUP 2	$ 35.18	20.50+a
GROUP 3	$ 34.44	20.50+a
GROUP 4	$ 34.05	20.50+a

GROUP 5	$ 33.46	20.50+a
GROUP 6	$ 33.15	20.50+a
GROUP 7	$ 32.81	20.50+a
GROUP 8	$ 32.41	20.50+a
GROUP 9	$ 31.98	20.50+a
GROUP 10	$ 29.94	20.50+a
GROUP 11	$ 29.94	20.50+a
GROUP 12	$ 29.88	20.50+a
GROUP 13	$ 31.41	20.50+a
GROUP 14	$ 29.30	20.50+a
GROUP 15	$ 28.99	20.50+a
GROUP 16	$ 28.16	20.50+a
GROUP 17	$ 27.75	20.50+a
GROUP 18	$ 27.10	20.50+a

Hazardous waste premium $3.00 per hour over classified rate.

Crane with boom, including jib, 150 feet - $1.50 extra.
Crane with boom, including jib, 200 feet - $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & over), Excavator over 2 cubic yards, piledriver ($3.00 premium when operator controls hammer).

GROUP 3: Excavator, 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 or operation) Rubber Tire Excavator (drott 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooper).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller.

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

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).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer,ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator,welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

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* IRON0015-002 07/02/2012

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection)	$ 33.50	27.98+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-003 04/01/2012

	Rates	Fringes
Laborers:		
GROUP 1	$ 25.80	16.45
GROUP 2	$ 26.05	16.45
GROUP 3	$ 26.30	16.45
GROUP 4	$ 26.80	16.45
GROUP 5	$ 27.55	16.45
GROUP 6	$ 27.80	16.45
GROUP 7	$ 16.00	16.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-001 06/01/2012

	Rates	Fringes
Painters:		
Blast and Spray	$ 33.22	16.90
Brush and Roll	$ 30.22	16.90
Tanks, Towers, Swing	$ 32.22	16.90

PAIN0011-003 06/01/2012

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray	$ 42.75	16.90

TEAM0064-001 04/01/2012

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix	$ 27.98	17.22+a
2 Axle	$ 27.88	17.22+a
3 Axle Ready Mix	$ 28.03	17.22+a
3 Axle	$ 27.98	17.22+a
4 Axle Ready Mix	$ 28.13	17.22+a
4 Axle	$ 28.08	17.22+a
Heavy Duty Trailer 40 tons and over	$ 28.33	17.22+a
Heavy Duty Trailer up to 40 tons	$ 28.08	17.22+a
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids)	$ 28.13	17.22+a

Hazardous waste removal work receives additional $1.25 per hour.

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: CT120002 07/06/2012 CT2

Superseded General Decision Number: CT20100003

State: Connecticut

Construction Type: Highway

County: New London County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/20/2012
2	04/06/2012
3	06/01/2012
4	06/15/2012
5	07/06/2012

BRCT0001-003 03/31/2012

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS, STONE MASONS	$ 32.50	24.55

CARP0024-002 05/07/2012

	Rates	Fringes
Carpenters:		
Carpenters, Piledrivers	$ 29.65	21.00
Diver Tenders	$ 29.65	21.00
Divers	$ 38.11	21.00

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* ELEC0035-003 06/01/2012

	Rates	Fringes
Electricians:		
Bozrah, Colchester, Franklin, Griswold, Lebanon, Ledyard, Lisbon, Montville, North Stonington, Norwich, Preston, Salem, Sprague, Stonington and Voluntown	$ 37.10	22.12

ELEC0090-003 06/01/2010

East Lyme, Groton, New London, Old Lyme, Waterford, plus the part of Ledyard wherein the property of the Submarine Base is located

	Rates	Fringes
ELECTRICIAN	$ 35.20	20.51

ENGI0478-002 04/01/2012

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 35.50	20.50+a
GROUP 2	$ 35.18	20.50+a
GROUP 3	$ 34.44	20.50+a
GROUP 4	$ 34.05	20.50+a
GROUP 5	$ 33.46	20.50+a
GROUP 6	$ 33.15	20.50+a
GROUP 7	$ 32.81	20.50+a
GROUP 8	$ 32.41	20.50+a
GROUP 9	$ 31.98	20.50+a
GROUP 10	$ 29.94	20.50+a
GROUP 11	$ 29.94	20.50+a
GROUP 12	$ 29.88	20.50+a
GROUP 13	$ 31.41	20.50+a

GROUP 14.....$ 29.30 20.50+a
GROUP 15.....$ 28.99 20.50+a
GROUP 16.....$ 28.16 20.50+a
GROUP 17.....$ 27.75 20.50+a
GROUP 18.....$ 27.10 20.50+a

Hazardous waste premium $3.00 per hour over classified rate.

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.

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Handling or Erecting Structural Steel or tone; Hoisting Engineer (2 drums or over); Front End Loader (7 cubic yards or over) Work Boat 26 ft. & over.

GROUP 2: Cranes (100 ton rated capacity and over); Excavator over 2 cubic yards; Piledriver ($3.00 premium when operator controls hammer).

GROUP 3: Excavator; 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.)

GROUP 4: Trenching machines; Lighter Derrick; Concrete Finishing Machine, cmi Machine or Similar; Koehring Loader Skooper).

GROUP 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming achine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell); Side Boom; Combination Hoe and Loader; Directional Driller.

GROUP 6: Front End Loader (3 cu. yds. up to 7 cubic yards); Bulldozer (Rough grade dozer).

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).

GROUP 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welder; Work Boat Under 26 ft.; Transfer Machine.

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).

GROUP 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.

GROUP 11: Conveyor; Earth Roller; Power Pavement Breaker (Whiphammer); Robot Demolition Equipment.

GROUP 12: Wellpoint Operator.

GROUP 13: Portable Asphalt Plant Operator; Portable Concrete Plant Operator; Portable Crusher Plant Operator.

GROUP 14: Compressor Battery Operator.

GROUP 15: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL License)

GROUP 16: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).

GROUP 17: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater operator.

GROUP 18: Maintenance Engineer.

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* IRON0015-003 07/02/2012

	Rates	Fringes
Ironworkers: (Reinforcing & Structural)	$ 33.50	27.98+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-003 04/01/2012

	Rates	Fringes
Laborers:		
GROUP 1	$ 25.80	16.45
GROUP 2	$ 26.05	16.45
GROUP 3	$ 26.30	16.45
GROUP 4	$ 26.80	16.45
GROUP 5	$ 27.55	16.45
GROUP 6	$ 27.80	16.45
GROUP 7	$ 16.00	16.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-002 06/01/2012

	Rates	Fringes
Painters:		
Blast and Spray	$ 33.22	16.90
Brush and Roll	$ 30.22	16.90
Tanks, Towers, Swing	$ 32.22	16.90

PAIN0011-003 06/01/2012

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray	$ 42.75	16.90

TEAM0064-003 04/01/2012

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix	$ 27.98	17.22+a
2 Axle	$ 27.88	17.22+a
3 Axle Ready Mix	$ 28.03	17.22+a
3 Axle	$ 27.98	17.22+a
4 Axle Ready Mix	$ 28.13	17.22+a
4 Axle	$ 28.08	17.22+a

Heavy Duty Trailer 40 tons and over	$ 28.33	17.22+a
Heavy Duty Trailer up to 40 tons	$ 28.08	17.22+a
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids)	$ 28.13	17.22+a

Hazardous waste removal work receives additional $1.25 per hour.

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: CT130003 01/04/2013 CT3

Superseded General Decision Number: CT20120003

State: Connecticut

Construction Type: Highway

County: Hartford County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

BRCT0001-003 03/31/2012

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS, STONE MASONS	$ 32.50	24.55

CARP0024-005 05/07/2012

	Rates	Fringes
Carpenters: (Berlin, Bristol, Burlington,Canton, Marlborough, New Britain, Newington, Plainville, Southington)		
CARPENTERS; PILEDRIVERS	$ 29.65	21.00
DIVER TENDERS	$ 29.65	21.00
DIVERS	$ 38.11	21.00

CARP0043-003 05/07/2012

	Rates	Fringes
Carpenters: (Avon, Bloomfied, East Granby, East Hartford, East Windsor, Enfield, Farmington, Glastonbury, Granby, Hartford, hartland, Manchester, Rocky Hill, Simsbury, South Windsor, Suffield, West Hartford, Wethersfield, Windsor, Windsor Locks)		
CARPENTERS; PILEDRIVERS	$ 29.65	21.00
DIVER TENDERS	$ 29.65	21.00
DIVERS	$ 38.11	21.00

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* ELEC0035-002 06/01/2012

	Rates	Fringes
Electricians:		
Entire County, excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington	$ 37.10	22.12

ELEC0090-001 06/01/2010

	Rates	Fringes
Electricians:		
Berlin, Bristol, New Britain, Newington, Plainville, Southington	$ 35.20	20.51

ELEC0488-004 06/01/2011

	Rates	Fringes
Electricians:	$ 35.10	22.26

ENGI0478-002 04/01/2012

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 35.50	20.50+a
GROUP 2	$ 35.18	20.50+a
GROUP 3	$ 34.44	20.50+a
GROUP 4	$ 34.05	20.50+a
GROUP 5	$ 33.46	20.50+a
GROUP 6	$ 33.15	20.50+a
GROUP 7	$ 32.81	20.50+a
GROUP 8	$ 32.41	20.50+a
GROUP 9	$ 31.98	20.50+a
GROUP 10	$ 29.94	20.50+a
GROUP 11	$ 29.94	20.50+a
GROUP 12	$ 29.88	20.50+a
GROUP 13	$ 31.41	20.50+a
GROUP 14	$ 29.30	20.50+a
GROUP 15	$ 28.99	20.50+a
GROUP 16	$ 28.16	20.50+a
GROUP 17	$ 27.75	20.50+a
GROUP 18	$ 27.10	20.50+a

Hazardous waste premium $3.00 per hour over classified rate.

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.

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Handling or Erecting Structural Steel or tone; Hoisting Engineer (2 drums or over); Front End Loader (7 cubic yards or over) Work Boat 26 ft. & over.

GROUP 2: Cranes (100 ton rated capacity and over); Excavator over 2 cubic yards; Piledriver ($3.00 premium when operator controls hammer).

GROUP 3: Excavator; 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.)

GROUP 4: Trenching machines; Lighter Derrick; Concrete Finishing Machine, cmi Machine or Similar; Koehring Loader Skooper).

GROUP 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming achine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell); Side Boom; Combination Hoe and Loader; Directional Driller.

GROUP 6: Front End Loader (3 cu. yds. up to 7 cubic yards); Bulldozer (Rough grade dozer).

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).

GROUP 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welder; Work Boat Under 26 ft.; Transfer Machine.

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).

GROUP 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.

GROUP 11: Conveyor; Earth Roller; Power Pavement Breaker (Whiphammer); Robot Demolition Equipment.

GROUP 12: Wellpoint Operator.

GROUP 13: Portable Asphalt Plant Operator; Portable Concrete Plant Operator; Portable Crusher Plant Operator.

GROUP 14: Compressor Battery Operator.

GROUP 15: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL License)

GROUP 16: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).

GROUP 17: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater operator.

GROUP 18: Maintenance Engineer.

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* IRON0015-002 07/02/2012

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection)	$ 33.50	27.98+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-003 04/01/2012

	Rates	Fringes
Laborers:		
GROUP 1	$ 25.80	16.45
GROUP 2	$ 26.05	16.45
GROUP 3	$ 26.30	16.45
GROUP 4	$ 26.80	16.45
GROUP 5	$ 27.55	16.45
GROUP 6	$ 27.80	16.45
GROUP 7	$ 16.00	16.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-003 06/01/2012

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray	$ 42.75	16.90

PAIN0011-004 06/01/2012

	Rates	Fringes
Painters:		
Blast and Spray	$ 33.22	16.90
Brush and Roll	$ 30.22	16.90
Tanks, Towers, Swing	$ 32.22	16.90

TEAM0064-005 04/01/2012

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix	$ 27.98	17.22+a
2 Axle	$ 27.88	17.22+a
3 Axle Ready Mix	$ 28.03	17.22+a
3 Axle	$ 27.98	17.22+a
4 Axle Ready Mix	$ 28.13	17.22+a
4 Axle	$ 28.08	17.22+a
Heavy Duty Trailer 40 tons and over	$ 28.33	17.22+a
Heavy Duty Trailer up to 40 tons	$ 28.08	17.22+a
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids)	$ 28.13	17.22+a

Hazardous waste removal work receives additional $1.25 per hour.

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the

rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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Washington, DC 20210

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END OF GENERAL DECISION

General Decision Number: CT120005 01/06/2012 CT5

Superseded General Decision Number: CT20100007

State: Connecticut

Construction Types: Heavy Dredging

Counties: Fairfield, Middlesex, New Haven and New London Counties in Connecticut.

HOPPER DREDGING CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

SUCT1993-001 05/20/1993

	Rates	Fringes
Self-Propelled Hopper Dredge Drag Tenders	$ 8.21	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor
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Washington, DC 20210

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END OF GENERAL DECISION

General Decision Number: CT130006 01/04/2013 CT6

Superseded General Decision Number: CT20120006

State: Connecticut

Construction Type: Heavy Dredging

Counties: Connecticut Statewide.

CONNECTICUT

ALL DREDGING, EXCEPT SELF-PROPELLED HOPPER DREDGES, ON THE ATLANTIC OCEAN AND TRIBUTARY WATERS EMPTYING INTO THE ATLANTIC OCEAN.

Modification Number	Publication Date
0	01/04/2013

* ENGI0025-001 10/01/2009

STATEWIDE

	Rates	Fringes
Dredging:		
CLASS A	$ 32.89	8.05+a+b
CLASS B1	$ 28.49	8.05+a+b
CLASS B2	$ 26.84	8.05+a+b
CLASS C1(a)	$ 25.55	8.05+a+b
CLASS C1	$ 26.14	8.05+a+b
CLASS C2	$ 25.29	8.05+a+b
CLASS D(a)	$ 20.43	8.05+a+b
CLASS D	$ 21.09	8.05+a+b

CLASSIFICATIONS:

CLASS A: Lead Dredgeman, Operator, Leverman, Licensed Tug Operator over 1000 HP
CLASS B1: Derrick Operator, Spider/Spill Barge Operator, Engineer, Electrician. Chief Welder, Cheif Mate, Fill Placer, Operator II, Maintenance Engineer, Licensed Boat Operator
CLASS B2: Licensed Boat Operator, Certified Welder.
CLASS C1: Mate, Drag Barge Operator, Steward, Assistant Fill Placer.
CLASS C1(a): Welder.

CLASS C2: Boat Operator
CLASS D: Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor.
CLASS D(a) Oiler.

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day

b. VACATION: Eight percent (8%) of the straight time rate, multiplied by the total hours worked.

INCENTIVE PAY: (Add to Hourly Rate)

Operator (NCCCO License/Certification) $0.50 Licensed Tug Operator over 1000 HP (Assigned as Master) (USCG licensed Master of Towing Vessels (MOTV) $1.00;
Licensed Boat Operator (Assigned as lead boat captain) USCG licensed boat operator $0.50;
Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) $0.50
Oiler (QMED and Tankerman endorsement (USCG) $0.50; All classifications (Tankerman endorsement only) USCG $0.25;
Deckhand or Mate (AB with Lifeboatman endorsement (USCG)

$0.50; All classifications (lifeboatman endorsement only (USCG) $0.25; Welder (ABS certification) $0.50

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

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Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

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WAGE DETERMINATION APPEALS PROCESS

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* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: CT130016 01/04/2013 CT16

Superseded General Decision Number: CT20120016

State: Connecticut

Construction Type: Heavy

County: New Haven County in Connecticut.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

BRCT0001-011 03/31/2012

	Rates	Fringes
BRICKLAYER	$ 32.50	24.55

BRCT0001-012 03/31/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.50	24.55

CARP0024-015 05/07/2012

Beacon Falls, Bethany, Branford, Cheshire, East Haven, Guilford, Hamden, Madison, Meriden, Middlebury, Naugatuck, New Haven, North Branford, North Haven, Orange (east of Orange Center Road and north of Route 1, and north of Route 1 and east of the Oyster River), Prospect, Southbury, Wallingford, Waterbury, West Haven, Wolcott, Woodbridge

	Rates	Fringes
CARPENTER	$ 29.65	21.00

CARP0210-006 05/07/2012

Ansonia, Derby, Milford, Orange (West of Orange Center Road and South of Route 1 and West of the Oyster River), Oxford, Seymour

	Rates	Fringes
CARPENTER	$ 29.65	21.00

ELEC0090-004 06/01/2012

Entire County excluding Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott Townships

	Rates	Fringes
ELECTRICIAN	$ 36.25	22.49

ELEC0488-007 06/01/2011

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott Townships

	Rates	Fringes
ELECTRICIAN	$ 35.10	22.26

ENGI0478-011 04/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	$ 33.46	20.50+a
Asphalt Roller	$ 32.81	20.50+a
Asphalt Spreader	$ 33.46	20.50+a

Backhoe/Excavator 2 cubic yards and over	$ 35.18	20.50+a
Backhoe/Excavator under 2 cubic yards	$ 34.44	20.50+a
Crane handling or erecting structural steel or stone	$ 35.50	20.50+a
Cranes (100 ton capacity & over)	$ 35.18	20.50+a
Cranes (under 100 ton rated capacity)	$ 34.44	20.50+a
Drills with self contained power units; Directional driller	$ 33.46	20.50+a
Earth Roller	$ 29.94	20.50+a
Forklift	$ 31.98	20.50+a
Front End Loader (3 cubic yards up to 7 cubic yards)	$ 33.15	20.50+a
Front End Loader (7 cubic yards or over)	$ 35.50	20.50+a
Front End Loader (under 3 cubic yards)	$ 31.98	20.50+a
Grader/Blade	$ 34.44	20.50+a
Maintenance Engineer/Oiler	$ 27.10	20.50+a
Mechanic	$ 32.41	20.50+a
Rubber Tire Backhoe/Excavator	$ 34.44	20.50+a

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

b. Crane with boom, including jib, 150 feet - $1.50 extra .
Crane with boom, including jib, 200 feet- $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra.

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* IRON0015-005 07/02/2012

	Rates	Fringes
IRONWORKER, REINFORCING	$ 33.50	27.98+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-005 04/01/2012

	Rates	Fringes
LABORERS		
GROUP 1	$ 25.80	16.45
GROUP 2	$ 26.05	16.45
GROUP 3	$ 26.30	16.45
GROUP 4	$ 26.80	16.45
GROUP 5	$ 27.55	16.45
GROUP 6	$ 27.80	16.45
GROUP 7	$ 16.00	16.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-013 06/01/2010

	Rates	Fringes
PAINTER		
Brush and Roller	$ 28.47	15.40
Spray Only	$ 31.47	15.40
Steel Only	$ 30.47	15.40

SUCT2002-011 12/16/2008

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 24.85	13.83
OPERATOR: Bulldozer	$ 25.33	9.64

TEAM0064-006 04/01/2012

	Rates	Fringes
TRUCK DRIVER: 4 Axle Truck	$ 28.08	17.22+a

Hazardous waste removal work receives additional $1.25 per hour.

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

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 clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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END OF GENERAL DECISION

General Decision Number: CT130015 01/04/2013 CT15

Superseded General Decision Number: CT20120015

State: Connecticut

Construction Type: Heavy

Counties: Middlesex and Tolland Counties in Connecticut.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

CARP0024-016 05/07/2012

MIDDLESEX COUNTY
TOLLAND COUNTY
Andover, Columbia, Coventry, Hebron, Mansfield, Union, Willington

	Rates	Fringes
CARPENTER, Includes Form Work....	$ 29.65	21.00

CARP0043-006 05/07/2012

TOLLAND COUNTY
Bolton, Ellington, Somers, Tolland, Vernon

	Rates	Fringes
CARPENTER, Includes Form Work....	$ 29.65	21.00

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* ELEC0035-004 06/01/2012

Cromwell, Middlefield, Middleton and Portland

	Rates	Fringes
ELECTRICIAN.....	$ 37.10	22.12

ELEC0090-006 06/01/2012

Chester, Clinton, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingsworth, Old Saybrook, Westbrook

	Rates	Fringes
ELECTRICIAN.....	$ 36.25	22.49

ENGI0478-007 04/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	$ 33.46	20.50+a
Asphalt Roller.....	$ 32.81	20.50+a
Asphalt Spreader.....	$ 33.46	20.50+a
Backhoe/Excavator 2 cubic yards and over.....	$ 35.18	20.50+a
Backhoe/Excavator under 2 cubic yards.....	$ 34.44	20.50+a
Bulldozer (Rough Grade Dozer).....	$ 33.15	20.50+a
Bulldozer Fine Grade(includes slopes, shaping, laser or gps).....	$ 34.44	20.50+a
Crane handling or erecting structural steel or stone...	$ 35.50	20.50+a
Cranes (100 ton capacity & over).....	$ 35.18	20.50+a
Cranes (under 100 ton rated capacity).....	$ 34.44	20.50+a
Drills with self contained power units; Directional		

driller.....$ 33.46 20.50+a
Earth Roller.....$ 29.94 20.50+a
Forklift.....$ 31.98 20.50+a
Front End Loader (3 cubic
yards up to 7 cubic yards)..$ 33.15 20.50+a
Front End Loader (7 cubic
yards or over).....$ 35.50 20.50+a
Front End Loader (under 3
cubic yards).....$ 31.98 20.50+a
Grader/Blade.....$ 34.44 20.50+a
Maintenance Engineer/Oiler..$ 27.10 20.50+a
Mechanic.....$ 32.41 20.50+a
Rubber Tire
Backhoe/Excavator.....$ 34.44 20.50+a

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

b. Crane with boom, including jib, 150 feet - $1.50 extra .
Crane with boom, including jib, 200 feet- $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra.

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* IRON0015-008 07/02/2012

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL	$ 33.50	27.98+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-007 04/01/2012

	Rates	Fringes
LABORERS		
GROUP 1	$ 25.80	16.45
GROUP 2	$ 26.05	16.45
GROUP 3	$ 26.30	16.45
GROUP 4	$ 26.80	16.45
GROUP 5	$ 27.55	16.45
GROUP 6	$ 27.80	16.45
GROUP 7	$ 16.00	16.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason
tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-013 06/01/2010

	Rates	Fringes
PAINTER		
Brush and Roller	$ 28.47	15.40
Spray Only	$ 31.47	15.40
Steel Only	$ 30.47	15.40

SUCT2002-010 12/16/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 25.52	8.49
TRUCK DRIVER: 3 Axle & Semi - Truck	$ 19.93	7.39

TEAM0064-006 04/01/2012

	Rates	Fringes
TRUCK DRIVER: 4 Axle Truck	$ 28.08	17.22+a

Hazardous waste removal work receives additional $1.25 per hour.

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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END OF GENERAL DECISION

General Decision Number: CT130014 01/04/2013 CT14

Superseded General Decision Number: CT20120014

State: Connecticut

Construction Type: Heavy

County: Hartford County in Connecticut.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

BRCT0001-012 03/31/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.50	24.55

CARP0024-014 05/07/2012

Berlin, Bristol, Burlington, Canton, Marlborough, New Britain, Newington, Plainville and Southington

	Rates	Fringes
CARPENTER, Includes Form Work	$ 29.65	21.00

CARP0043-005 05/07/2012

Avon, Bloomfield, East Branby, East Hartfod, East Windsor, Enfield, Farmington, Glastonbury, Granby, Hartford, Hartland, Manchester, Rocky Hill, Simsbury, South Windsor, Suffield, West Hartford, Wethersfield, Windsor, Windsor Locks

	Rates	Fringes
CARPENTER, Includes Form Work	$ 29.65	21.00

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* ELEC0035-006 06/01/2012

Entire County excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington Townships

	Rates	Fringes
ELECTRICIAN	$ 37.10	22.12

ELEC0090-005 06/01/2012

Berlin, Bristol, New Britain, Newington, Plainville, Southington Townships

	Rates	Fringes
ELECTRICIAN	$ 35.70	22.49

ELEC0488-005 06/01/2011

Hartland Township

	Rates	Fringes
ELECTRICIAN	$ 35.10	22.26

ENGI0478-010 04/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	$ 33.46	20.50+a
Asphalt Roller	$ 32.81	20.50+a
Asphalt Spreader	$ 33.46	20.50+a
Bulldozer (Rough Grade		

Dozer).....$ 33.15 20.50+a
Bulldozer Fine
Grade(includes slopes,
shaping, laser or gps).....$ 34.44 20.50+a
Crane handling or erecting
structural steel or stone...$ 35.50 20.50+a
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Cranes (under 100 ton
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yards and over.....$ 35.18 20.50+a
Excavator/Backhoe under 2
cubic yards.....$ 34.44 20.50+a
Forklift.....$ 31.98 20.50+a
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yards up to 7 cubic yards)..$ 33.15 20.50+a
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a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

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Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra.

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* IRON0015-007 07/02/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	$ 33.50	27.98+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-006 04/01/2012

	Rates	Fringes
LABORERS		
GROUP 1.....	$ 25.80	16.45
GROUP 2.....	$ 26.05	16.45
GROUP 3.....	$ 26.30	16.45
GROUP 4.....	$ 26.80	16.45
GROUP 5.....	$ 27.55	16.45
GROUP 6.....	$ 27.80	16.45
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LABORERS CLASSIFICATIONS

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GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-013 06/01/2010

	Rates	Fringes
PAINTER		
Brush and Roller	$ 28.47	15.40
Spray Only	$ 31.47	15.40
Steel Only	$ 30.47	15.40

SUCT2002-009 12/16/2008

	Rates	Fringes
IRONWORKER, REINFORCING	$ 27.13	13.57
LABORER: Common or General	$ 21.03	5.30
OPERATOR: Excavator	$ 27.77	7.60
TRUCK DRIVER: 3 Axle & Semi - Truck	$ 19.93	7.39

TEAM0064-006 04/01/2012

	Rates	Fringes
TRUCK DRIVER: 4 Axle Truck	$ 28.08	17.22+a

Hazardous waste removal work receives additional $1.25 per hour.

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
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Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: CT130013 01/04/2013 CT13

Superseded General Decision Number: CT20120013

State: Connecticut

Construction Type: Heavy

County: Fairfield County in Connecticut.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

BRCT0001-011 03/31/2012

	Rates	Fringes
BRICKLAYER	$ 32.50	24.55

BRCT0001-012 03/31/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.50	24.55

CARP0210-005 05/07/2012

	Rates	Fringes
CARPENTER	$ 29.65	21.00

ELEC0003-004 05/03/2012

Darien, Greenwich, New Canaan, Stamford and the portion of Norwalk lying West of Five Mile River

	Rates	Fringes
ELECTRICIAN	$ 48.75	37.73

ELEC0488-006 06/01/2011

Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield, Monroe, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stratford, Trumball, Weston, Westport and Wilton Townships

	Rates	Fringes
ELECTRICIAN	$ 35.10	22.26

ENGI0478-007 04/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	$ 33.46	20.50+a
Asphalt Roller	$ 32.81	20.50+a
Asphalt Spreader	$ 33.46	20.50+a
Backhoe/Excavator 2 cubic yards and over	$ 35.18	20.50+a
Backhoe/Excavator under 2 cubic yards	$ 34.44	20.50+a
Bulldozer (Rough Grade Dozer)	$ 33.15	20.50+a
Bulldozer Fine Grade(includes slopes, shaping, laser or gps)	$ 34.44	20.50+a
Crane handling or erecting structural steel or stone	$ 35.50	20.50+a
Cranes (100 ton capacity & over)	$ 35.18	20.50+a
Cranes (under 100 ton rated capacity)	$ 34.44	20.50+a
Drills with self contained power units; Directional		

driller	$ 33.46	20.50+a
Earth Roller	$ 29.94	20.50+a
Forklift	$ 31.98	20.50+a
Front End Loader (3 cubic yards up to 7 cubic yards)	$ 33.15	20.50+a
Front End Loader (7 cubic yards or over)	$ 35.50	20.50+a
Front End Loader (under 3 cubic yards)	$ 31.98	20.50+a
Grader/Blade	$ 34.44	20.50+a
Maintenance Engineer/Oiler	$ 27.10	20.50+a
Mechanic	$ 32.41	20.50+a
Rubber Tire Backhoe/Excavator	$ 34.44	20.50+a

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

b. Crane with boom, including jib, 150 feet - $1.50 extra .
Crane with boom, including jib, 200 feet- $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra.

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* IRON0015-005 07/02/2012

	Rates	Fringes
IRONWORKER, REINFORCING	$ 33.50	27.98+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-005 04/01/2012

	Rates	Fringes
LABORERS		
GROUP 1	$ 25.80	16.45
GROUP 2	$ 26.05	16.45
GROUP 3	$ 26.30	16.45
GROUP 4	$ 26.80	16.45
GROUP 5	$ 27.55	16.45
GROUP 6	$ 27.80	16.45
GROUP 7	$ 16.00	16.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-013 06/01/2010

	Rates	Fringes
PAINTER		
Brush and Roller	$ 28.47	15.40
Spray Only	$ 31.47	15.40
Steel Only	$ 30.47	15.40

SUCT2002-008 12/16/2008

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	$ 28.62	10.84

TEAM0064-006 04/01/2012

	Rates	Fringes
TRUCK DRIVER: 4 Axle Truck.....	$ 28.08	17.22+a

Hazardous waste removal work receives additional $1.25 per hour.

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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U.S. Department of Labor
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END OF GENERAL DECISION

General Decision Number: CT130017 01/04/2013 CT17

Superseded General Decision Number: CT20120017

State: Connecticut

Construction Type: Heavy

County: New London County in Connecticut.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

CARP0024-007 05/07/2012

	Rates	Fringes
CARPENTER, Includes Form Work....	$ 29.65	21.00

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* ELEC0035-011 06/01/2012

Bozrah, Colchester, Franklin, Griswold, Lebanon, Ledyard, Lisbon, Montville, North Stonington, Norwich, Preston, Salem, Sprague, Stonington and Voluntown

	Rates	Fringes
ELECTRICIAN.....	$ 37.10	22.12

ELEC0090-003 06/01/2010

East Lyme, Groton, New London, Old Lyme, Waterford, plus the part of Ledyard wherein the property of the Submarine Base is located

	Rates	Fringes
ELECTRICIAN.....	$ 35.20	20.51

ENGI0478-008 04/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	$ 33.46	20.50+a
Asphalt Roller.....	$ 32.81	20.50+a
Asphalt Spreader.....	$ 33.46	20.50+a
Backhoe/Excavator 2 cubic yards and over.....	$ 35.18	20.50+a
Backhoe/Excavator under 2 cubic yards.....	$ 34.44	20.50+a
Bulldozer (Rough Grade Dozer).....	$ 33.15	20.50+a
Bulldozer Fine Grade(includes slopes, shaping, laser or gps).....	$ 34.44	20.50+a
Crane handling or erecting structural steel or stone...	$ 35.50	20.50+a
Cranes (100 ton capacity & over).....	$ 35.18	20.50+a
Cranes (under 100 ton rated capacity).....	$ 34.44	20.50+a
Drills with self contained power units; Directional driller.....	$ 33.46	20.50+a
Earth Roller.....	$ 29.94	20.50+a
Forklift.....	$ 31.98	20.50+a
Front End Loader (3 cubic yards up to 7 cubic yards)..	$ 33.15	20.50+a
Front End Loader (7 cubic yards or over).....	$ 35.50	20.50+a
Front End Loader (under 3 cubic yards).....	$ 31.98	20.50+a
Grader/Blade.....	$ 34.44	20.50+a
Maintenance Engineer/Oiler..	$ 27.10	20.50+a
Mechanic.....	$ 32.41	20.50+a

Rubber Tire
Backhoe/Excavator.....$ 34.44 20.50+a

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

b. Crane with boom, including jib, 150 feet - $1.50 extra .
Crane with boom, including jib, 200 feet- $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra.

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* IRON0015-008 07/02/2012

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL	$ 33.50	27.98+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-007 04/01/2012

	Rates	Fringes
LABORERS		
GROUP 1	$ 25.80	16.45
GROUP 2	$ 26.05	16.45
GROUP 3	$ 26.30	16.45
GROUP 4	$ 26.80	16.45
GROUP 5	$ 27.55	16.45
GROUP 6	$ 27.80	16.45
GROUP 7	$ 16.00	16.45

LABORERS CLASSIFICATIONS

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tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-013 06/01/2010

	Rates	Fringes
PAINTER		
Brush and Roller	$ 28.47	15.40
Spray Only	$ 31.47	15.40
Steel Only	$ 30.47	15.40

SUCT2002-012 12/16/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 25.52	8.49
TRUCK DRIVER: 3 Axle & Semi - Truck	$ 19.93	7.01

TEAM0064-006 04/01/2012

	Rates	Fringes

TRUCK DRIVER: 4 Axle Truck.....$ 28.08 17.22+a

Hazardous waste removal work receives additional $1.25 per hour.

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

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Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

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Survey wage rates will remain in effect and will not change until a new survey is conducted.

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1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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Washington, DC 20210

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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END OF GENERAL DECISION

General Decision Number: CT130026 01/04/2013 CT26

Superseded General Decision Number: CT20120026

State: Connecticut

Construction Type: Heavy

Counties: Litchfield and Windham Counties in Connecticut.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

BRCT0001-015 03/31/2012

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, STONE MASONS	$ 32.50	24.55

CARP0024-011 05/07/2012

	Rates	Fringes
CARPENTER		
Carpenters, Piledrivers	$ 29.65	21.00
Diver Tenders	$ 29.65	21.00
Divers	$ 38.11	21.00
Millwrights	$ 30.15	21.39

ELEC0035-008 06/01/2012

WINDHAM COUNTY

	Rates	Fringes
ELECTRICIAN	$ 37.10	22.12

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* ELEC0042-001 09/03/2012

	Rates	Fringes
Line Construction: (Railroad Construction and Maintenance)		
Eqiupment Operator	$ 38.62	6.5%+14.30
Groundmen	$ 24.99	6.5%+9.75
Heavy Equipment Operators	$ 40.89	6.5%+14.60
Lineman, Cable Splicer, Technician	$ 45.43	6.5%+16.20
Truck Driver	$ 34.07	6.5%+13.45

ELEC0090-008 06/01/2012

LITCHFIELD COUNTY
Plymouth Township

	Rates	Fringes
ELECTRICIAN	$ 36.25	22.49

ELEC0488-011 06/01/2011

LITCHFIELD COUNTY (Excluding Plymouth Township)

	Rates	Fringes
ELECTRICIAN	$ 35.10	22.26

ENGI0478-001 04/01/2012

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 35.50	20.50+a
GROUP 2	$ 35.18	20.50+a

GROUP 3	$ 34.44	20.50+a
GROUP 4	$ 34.05	20.50+a
GROUP 5	$ 33.46	20.50+a
GROUP 6	$ 33.15	20.50+a
GROUP 7	$ 32.81	20.50+a
GROUP 8	$ 32.41	20.50+a
GROUP 9	$ 31.98	20.50+a
GROUP 10	$ 29.94	20.50+a
GROUP 11	$ 29.94	20.50+a
GROUP 12	$ 29.88	20.50+a
GROUP 13	$ 31.41	20.50+a
GROUP 14	$ 29.30	20.50+a
GROUP 15	$ 28.99	20.50+a
GROUP 16	$ 28.16	20.50+a
GROUP 17	$ 27.75	20.50+a
GROUP 18	$ 27.10	20.50+a

Hazardous waste premium $3.00 per hour over classified rate.

Crane with boom, including jib, 150 feet - $1.50 extra.
Crane with boom, including jib, 200 feet - $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & over), Excavator over 2 cubic yards, piledriver ($3.00 premium when operator controls hammer).

GROUP 3: Excavator, 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 or operation) Rubber Tire Excavator (drott 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooper).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller.

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

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).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer,ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator,welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

IRON0015-001 07/02/2012

	Rates	Fringes
Ironworkers: (Ornamental, Reinforcing, Structural and Precast Concrete Erection).....	$ 33.50	27.98+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-004 04/01/2012

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	$ 30.37	16.45+a
Form Erectors.....	$ 30.68	16.45+a
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	$ 30.37	16.45+a
Laborers Topside, Cage Tenders, Bellman.....	$ 30.26	16.45+a
Miners.....	$ 31.28	16.45+a
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	$ 30.37	16.45+a
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	$ 31.28	16.45+a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	$ 37.41	16.45+a
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	$ 37.22	16.45+a
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....	$ 35.35	16.45+a
Mucking Machine Operator...	$ 37.97	16.45+a

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

LABO0056-013 04/01/2012

	Rates	Fringes
LABORER (HEAVY CONSTRUCTION)		
GROUP 1	$ 25.80	16.45
GROUP 2	$ 26.05	16.45
GROUP 3	$ 26.30	16.45
GROUP 4	$ 26.80	16.45
GROUP 5	$ 27.55	16.45
GROUP 6	$ 27.80	16.45
GROUP 7	$ 16.00	16.45

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-003 06/01/2012

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray	$ 42.75	16.90

PAIN0011-018 06/01/2012

	Rates	Fringes
PAINTER		
Blast and Spray	$ 33.22	16.90
Brush and Roll	$ 30.22	16.90
Tanks, Towers, Swing	$ 32.22	16.90

PLUM0777-002 06/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 38.67	25.56

TEAM0064-001 04/01/2012

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix	$ 27.98	17.22+a
2 Axle	$ 27.88	17.22+a
3 Axle Ready Mix	$ 28.03	17.22+a
3 Axle	$ 27.98	17.22+a
4 Axle Ready Mix	$ 28.13	17.22+a
4 Axle	$ 28.08	17.22+a
Heavy Duty Trailer 40 tons and over	$ 28.33	17.22+a
Heavy Duty Trailer up to 40 tons	$ 28.08	17.22+a
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids)	$ 28.13	17.22+a

Hazardous waste removal work receives additional $1.25 per

hour.

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

Minimum Rates and Classifications
for Heavy/Highway Construction

Connecticut Department of Labor
Wage and Workplace Standards Division

ID#: **H** 17261

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

Project Number: | Project Town Statewide
FAP Number: 000R(747) | State Number: 173-424
Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

CLASSIFICATION	Hourly Rate	Benefits
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**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	24.55
2) Carpenters, Piledrivermen	29.65	21.00

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

2a) Diver Tenders	29.65	21.00
3) Divers	38.11	21.00
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	42.75	16.90
4a) Painters: Brush and Roller	30.22	16.90
4b) Painters: Spray Only	33.22	16.90
4c) Painters: Steel Only	30.47	15.40
4d) Painters: Blast and Spray	33.22	16.90

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

4e) Painters: Tanks, Tower and Swing	32.22	16.90
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)	37.10	22.12
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection)	33.50	27.98 + 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)	38.67	25.56

----LABORERS---- - Last updated 4/11/12

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	25.80	16.45
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	26.05	16.45

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

10) Group 3: Pipelayers	26.30	16.45
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	26.30	16.45
12) Group 5: Toxic waste removal (non-mechanical systems)	27.80	16.45
13) Group 6: Blasters	27.55	16.45
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	26.80	16.45
Group 8: Traffic control signalmen	16.00	16.45

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---- Last updated 4/11/12----

As of: Thursday, December 27, 2012

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	16.45 + a
13b) Brakemen, Trackmen	30.37	16.45 + a

----CLEANING, CONCRETE AND CAULKING TUNNEL----Last updated 4/11/12----

14) Concrete Workers, Form Movers, and Strippers	30.37	16.45 + a
15) Form Erectors	30.68	16.45 + a

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----Last updated 4/11/12----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	16.45 + a

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

17) Laborers Topside, Cage Tenders, Bellman	30.26	16.45 + a
18) Miners	31.28	16.45 + a

----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----Last updated 4/11/12----

18a) Blaster	37.41	16.45 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	16.45 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	16.45 + a
21) Mucking Machine Operator	37.97	16.45 + a

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

----TRUCK DRIVERS----(*see note below)

Two axle trucks	27.88	17.22 + a
Three axle trucks; two axle ready mix	27.98	17.22 + a
Three axle ready mix	28.03	17.22 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	28.08	17.22 + a
Four axle ready-mix	28.13	17.22 + a
Heavy duty trailer (40 tons and over)	28.33	17.22 + a

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.13	17.22 + 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. (Trade License Required)	35.50	20.50 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver ($3.00 premium when operator controls hammer). (Trade License Required)	35.18	20.50 + 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)	34.44	20.50 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	34.05	20.50 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	33.46	20.50 + a

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	33.46	20.50 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.15	20.50 + 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).	32.81	20.50 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	32.41	20.50 + 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).	31.98	20.50 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	29.94	20.50 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	29.94	20.50 + a

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

Group 12: Wellpoint Operator.	29.88	20.50 + a
Group 13: Compressor Battery Operator.	29.30	20.50 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	28.16	20.50 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	27.75	20.50 + a
Group 16: Maintenance Engineer/Oiler	27.10	20.50 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.41	20.50 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	28.99	20.50 + a

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----Last updated 9/3/2010----

20) Lineman, Cable Splicer, Dynamite Man	44.36	3% + 13.70
21) Heavy Equipment Operator	39.92	3% + 13.70
22) Equipment Operator, Tractor Trailer Driver, Material Men	37.71	3% + 13.70
23) Driver Groundmen	33.27	3% + 13.70

----LINE CONSTRUCTION----Last updated 4/17/09----

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

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*

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 journeyperson instructing and supervising the work of each apprentice in a specific trade.

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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

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

As of: Thursday, December 27, 2012

Project: Epoxy Resin Pavement Marking Installation On Routes I-91 And I-95

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

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

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

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

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

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

As of: Thursday, December 27, 2012

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

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

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

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

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

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

Elevator Constructors: Mechanics

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Information Bulletin
Occupational Classifications

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

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

- **CLEANING LABORER**

  The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification.*

- **DELIVERY PERSONNEL**

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

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

- **ELECTRICIANS**

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

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

  Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

  Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

  Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

  Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

  Painter's Rate
  1. Removal of lead paint from bridges.
  2. Removal of lead paint as preparation of any surface to be repainted.
  3. Where removal is on a Demolition project prior to reconstruction.

  Laborer's Rate
  1. Removal of lead paint from any surface NOT to be repainted.
  2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

  Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

  Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

  Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

  Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

  Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

  Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

Definitions:

1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contact or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;

(b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

Truck drivers <u>are covered</u> for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.

- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.

- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while" engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

Truck Drivers <u>are not</u> covered in the following instances:

- Material delivery truck drivers while off "the site of the work"

- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"

- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543

Statute 31-55a

Last Updated: June 02, 2008

- Special Notice -

To All State and Political Subdivisions,Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the ***contractor's*** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace

Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Workplace Laws

Published by the Connecticut Department of Labor, Project Management Office

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

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

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

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007,* where the total cost of all work to be performed is at least $100,000)

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

(3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least $100,000;

(4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

Sec. 31-53b. **Construction safety and health course**. **Proof of completion required for employees on public building projects. Enforcement. Regulations**. (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any employee required to complete a construction safety and health course required under subsection (a) of this section who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2007, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, "Public building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I,_____of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

_____
Street

_____
City

and all of its subcontractors will pay all workers on the

_____
Project Name and Number

_____
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

_____
Signed

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

_____
Notary Public

☞ Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109