

Pam Anderson
Contract Specialist

860-713-5088
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

14PSX0103

Contract Award Date:

1 December 2014

Proposal Due Date:

29 October 2014

SUPPLEMENT DATE:

10 December 2014

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: Equipment Services for CT Dept of Transportation's (CONNDOT) Statewide Advance Traffic Mgmt System

FOR: The Department of Transportation

TERM OF CONTRACT: December 1, 2014 through November 30, 2019

AGENCY REQUISITION NUMBER: DOT ATMS

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
	\$900,000.00 Est.		\$900,000.00 Est.

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

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

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

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

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **Fibre Optic Plus, Inc.**

Company Address: **302 Adams St., Manchester, CT 06042**

Tel. No.: **(860) 646-3581**

Fax No.: **(860) 643-2124**

Contract Value: **\$900,000.00 est.**

Contact Person: **Dan Ballsieper**

Delivery: **As Requested**

Contact Person Address: **Same as Above**

Company E-mail Address and/or Company Web Site dball@fibreopticplus.com www.fibreopticplus.com

Remittance Address: **Same as Above**

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

Terms: **Net 30 Days**

[Agrees to Supply Political SubDivisions: N/A](#)

PLEASE NOTE:

Effective Immediately Fibre Optic Plus, Inc. has been added to this contract for Fiber Optic Cable and Conduit System. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

PAM ANDERSON

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT

14PSX0103

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Fibre Optic Services, Inc.

Awarded Contractor

**EQUIPMENT SERVICES FOR THE CONNECTICUT DEPARTMENT OF
TRANSPORTATION'S (CONNDOT) STATEWIDE ADVANCE TRAFFIC
MANAGEMENT SYSTEM (ATMS)**

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EXHIBIT A - Description of Goods & Services and Additional Terms & Conditions; **EXHIBIT B** - Price Schedule; **EXHIBIT C** - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations; **ATTACHMENT 1** - Federal Wage rates; **ATTACHMENT 2** - Federal Highway Administration (FHWA) Form FHWA-1273; **ATTACHMENT 3** - Traffic Control Plans; **ATTACHMENT 4** - 13-2.0 Clear Zones

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This Contract (the "Contract") is made as of December 1, 2014 (the "Effective Date") by and between, Fibre Optic Plus, Inc. (the "Contractor,") with a principal place of business at 302 Adams Street, Manchester, CT 06042, acting by Don Ballsieper, its President and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Pam Anderson, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

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

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

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

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- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through November 30, 2019. The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
- (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of

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the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the

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State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

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

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further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

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- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

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

- 16. Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State

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of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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

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

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

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

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- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the

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nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

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

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- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

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- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and

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shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if

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they had been fully set forth in it. The Contract may also be subject to 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 Client Agency or DAS shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

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(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (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;

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- (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.

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(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.

34. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

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

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such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Pam Anderson

If to the Contractor:

Fibre Optic Plus, Inc.
302 Adams Street
Manchester, CT 06042
Attention: Don Ballsieper
Signatory Name: Don Ballsieper
Title: President

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

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

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- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - (e) Reserved
 - (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
 - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
 - (h) Reserved
38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
41. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a) its certificate of incorporation or other organizational document;
 - b) more than a controlling interest in the ownership of the Contractor; or
 - c) the individual(s) in charge of the Performance.

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

42. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably

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requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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

(a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

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46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which

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the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

51. Cross-Default.

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

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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

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54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.

This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Health Insurance Portability and Accountability Act.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

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

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

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Fibre Optic Plus, Inc.

By: _____

Name: _____

Print or Type Name

Title: _____

Date: _____

STATE OF CONNECTICUT

Department of Administrative Services

By: _____

Name: Pamela Anderson

Title: Contract Specialist

Date: _____

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DEFINITIONS

Unless otherwise indicated, the following terms shall have the following corresponding definitions.

a.m.	Ante Meridiem
ASTM	American Society of Testing and Materials
ATMS	Advance Traffic Management System
	ATMS Shop Repairs - Work performed at the Contractor's place of business to repair equipment. This work includes, but is not be limited to, all insurance, parts, labor, materials, testing and debugging of units, preparing and maintaining records, shop repairs and all normal repairs and service work.
BOC	Bridgeport Operations Center
CBYD	Call Before You Dig
CCTV	Closed Circuit Television
CGS	Connecticut General Statutes
ConnDOT	Connecticut Department of Transportation and designated agents
CRESCENT	ConnDOT's Advance Traffic Management Systems Software
DBE	Disadvantaged Business Enterprise
DEEP	Connecticut Department of Energy and Environmental Protection
DMV	Connecticut Department of Motor Vehicles
DOL	Connecticut Department of Labor
Equipment Services	This work includes, but is not be limited to, all insurance, parts, labor, materials, testing and debugging of units, preparing and maintaining records, transportation to and from job sites, all normal repairs and service work and all lane closures.
etc.	Etcetera
FBAS	Flashing Beacon Advisory Signs
FCC	Federal Communications Commission
F.E.I.N.	Federal Employee Identification Number
FHWA	Federal Highway Administration
HAR	Highway Advisory Radio
HD	High Definition
hp.	Horsepower
Hr.	Hour
HVAC	Heating, Ventilation, and Air Conditioning
Hz	Hertz
IFB	Invitation for Bid
in.	Inch

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kw.	Kilowatt
LAN	Local Area Network
LED	Light Emitting Diode
lb.	Pound
LCOM	Local Communicator
LD	Lowering Devices
l.f.	Linear Foot
Maintenance of Highway Cable and Conduit System	Work by non-certified staff (fiber splicing) to repair or replace fiber cable and conduit system equipment.
MBE	Minority Business Enterprise
MFH	Main Fiber Hub
MP&T	Maintenance and Protection of Traffic
NEC	National Electric Code
NOC	Newington Operations Center
NTP	Notice to Proceed
NY	New York
NYS	New York State
OEM	Original Equipment Manufacturer
Off Hours Repair	Labor, travel, vehicles, insurance, equipment and tools required during the Off Hours Work Period. (defined on page 4 #7)
OSHA	Occupational Safety and Health
OTDR	Optimum Time Domain Reflectometer
p	Pixels
P.O.	Post Office
p.m.	Post Meridiem
Psi	Pounds per square inch
PVMS	Portable Variable Message Signs
Regular Hours Repair	Labor, travel, vehicles, insurance, equipment and tools required during the Regular Hours Work Period (defined on page 4 #6).
Replacement Parts	Any part required to repair equipment.
RFP	Request For Proposals
RWIS	Roadway Weather Information System
SBE	Small Business Enterprise
TFM	Traffic Flow Monitor

EXHIBIT A

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US	United States
V	Volt
VMS	Variable Message Sign
WAN	Wide Area Network

2. REQUIRED SERVICES

Contractor shall provide the necessary support services required to keep the Client Agency's Fiber Optic Cable and Conduit System (Category B) operating to the original installation and manufacturer's specifications.

The equipment locations are noted in the attached Price Schedule (Exhibit B). The equipment provides roadway related information to the following Client Agency locations: Bridgeport Operations Center (BOC) for the I-95 Corridor is located at the State Police Troop G Barracks, 149 Prospect Street, Bridgeport, CT. Newington Operations Center (NOC) for the Hartford Area and other locations is located at Client Agency's Central Headquarters, 2800 Berlin Turnpike, Newington, CT. The Main Fiber Hub is located on the I-84 Westbound Exit 50 off ramp in Hartford, CT.

Client Agency's ATMS includes:

<u>Category</u>	<u>System Component</u>	<u>Description</u>
B	System Component #7	Maintenance of Highway Fiber Cable and Conduit System
B	System Component #8	Repair of Fiber Cable and Conduit System
B	System Component #9	Trenching and Backfilling for Highway Fiber Cable and Conduit System
B	System Component #10	Maintenance and Protection of Traffic for Repair of Highway Fiber Cable and Conduit System
B	System Component #11	Services for Call-Before-You-Dig (CBYD) markings for Client Agency's Highway Fiber Cable and Conduit System
B	System Component #12	RWIS Roadway Weather Information System

3. STANDARDS

Contractors supplying services shall comply with the current Connecticut Occupational Safety and Health (OSHA) Standards, Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations.

4. FORM 816

Form 816 is the Client Agency's "Standard Specifications for Roads, Bridges and Incidental Construction" ("FORM 816"). Work is to be in accordance with FORM 816 including all supplements and other applicable standards. A hard copy of FORM 816 may be purchased from:

State of Connecticut
Department of Transportation
Engineering Records and Reproduction
160 Pascone Place
Newington, CT 06111

The price is twenty dollars (\$20.00) if FORM 816 is mailed and sixteen dollars (\$16.00) if FORM 816 is picked up. Checks are to be made out to: Treasurer – State of Connecticut.

OR

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You may access Form 816 on the Client Agency's website at:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=455784>

In the event of a dispute regarding materials and/or work processes, FORM 816 would prevail.

5. REQUIRED FEDERAL CONTRACT PROVISIONS

Federal Highway Administration (FHWA) Form FHWA-1273 is incorporated into this Contract as Attachment 2.

Federal Wage Rates may apply to certain work carried out under this Contract. Information regarding Federal Wage Rates, including contact information, is available on the following website:

<http://www.dol.gov/compliance/laws/comp-dbra.htm>

Please see Attachment 1 for more information.

A traffic controller/flagger is not performing a mechanic and laborer's function under this Contract; and therefore may be paid at the minimum wage or above.

6. HOURS

Regular Hours Work Period

The hours between 7:30 A.M. and 3:30 P.M, Monday through Friday are considered regular hours (the "Regular Hours Work Period"), excluding the following holidays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

7. Off-Hours Work Period

All work outside the Regular Hours Repair Work Period is considered as off-hours work ("Off Hours Work"). The hourly rate for both Regular Hours Repair Period and Off-Hours Work will be based on one (1) person working for one (1) hour of work including, but not limited to, all travel, equipment, vehicles, tools, test equipment, etc.

8. PAY ITEMS CATEGORY B

Regular Hours Repair

Method of Measurement:

This work will be measured for payment by the actual number of hours of work performed during the Regular Hours Repair Period.

Basis of Payment:

This work will be paid for at the Contract hourly rate for each man-hour actually performed; no additional payment because of time of day or day of week will be authorized. Regular Hours Repair must be approved by the Client Agency in writing prior to the start of work. When directed by the Client Agency, the Contractor shall work in tandem with other contractors to complete required repairs.

Pay Item

Regular Hours Repair

Pay Unit

Hr.

Off-Hours Repair

Method of Measurement:

This work will be measured for payment by the actual number of hours of Off-Hours Repair performed.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Basis of Payment:

Off Hours Repair must be approved by the Client Agency in writing prior to the start of any work. When directed by the Client Agency, the Contractor shall work in tandem with other contractors to complete the required repairs.

Pay Item

Off Hours Repair

Pay Unit

Hr.

Maintenance and Protection of Traffic (MP&T)

MP&T will be paid for the at the Contract unit price per lane closure per location for Traffic Control Plans as described in Attachment 3. During the time period directed by the Client Agency, the Contractor shall be required to close the lane or shoulder on any multi-lane roadway or turning roadway while maintaining and protecting traffic on remaining lanes in accordance with attached Traffic Control Plans 1, 2, 3, 4, 6, 7, 8, 9, 10 and 13 all as described in Attachment 3.

Lane and/or shoulder closures will be required during repair only when work is being performed in the area of the roadway. Lane and/or shoulder closures will require prior written approval from the Client Agency. The Contractor will not be paid for the lane closures in the event the Regular Hours Repair and Off-Hours Repair will take less time than the set-up and breakdown of the lane closure. Areas where the work is outside the 13-2.0 Clear Zones as described in Attachment 4 or off the road. In the event the maintenance interferes with the safe work or traffic passage, Client Agency and Contractor shall agree to the implementation of the lane closure. The Contractor will coordinate all lane closures with the Client Agency and applicable District Maintenance and Construction offices, and if directed by the Client Agency, the Contractor will be permitted to provide Off-Hours Repairs during the above periods. The Contractor will be required to coordinate all work with other Contractors who may be working in the same areas, to avoid any conflicts. Costs for MP&T include all necessary signs, sign trucks, cones, drums, labor etc. necessary to meet the requirements of the Traffic Control Plans described in Attachment 3. Traffic Control Plans; 1, 2, 3, 4 and 10 include two (2) truck mounted impact attenuator vehicles and one (1) police officer.

Method of Measurement (MP&T, Traffic Control Plans described in Attachment 3): This work will be measured for payment by the actual number of Contractor executed Traffic Control Plans.

Basis of Payment (MP&T, Traffic Control Plans described in Attachment 3):

MP&T for Maintenance Traffic Control Plans will be paid for at the Contract unit price per Traffic Control Plan executed by the Contractor. Rates include all necessary signs, sign trucks, truck mounted attenuator (If required), cones, drums, labor, police officer(s) (If required), and insurance, etc. necessary to meet the requirements of the Contractor executed Traffic Control Plans.

Pay Item

- MP&T for MTCP 1**
- MP&T for MTCP 2**
- MP&T for MTCP 3**
- MP&T for MTCP 4**
- MP&T for MTCP 6**
- MP&T for MTCP 7**
- MP&T for MTCP 8**
- MP&T for MTCP 9**
- MP&T for MTCP 10**
- MP&T for MTCP 13**

Pay Unit

- Ea.**

MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall close the outside (right) lane, left lane, center lanes or shoulder on any multi-lane roadway while maintaining and protecting traffic on remaining lanes in accordance with the Traffic Control

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Plans described in Attachment 3 as approved for each circumstance by the Client Agency prior to execution. Client Agency may require modifications to Contractor proposed Traffic Control Plans from time to time. Lane and/or shoulder closures are required when work is being performed in or over the travel and/or shoulder areas of the roadway. All closures require prior approval from the Client Agency. The Contractor will not be paid for lane closures in the event the work will take less time than the set-up and breakdown of the lane closure. Lane closures and shoulder closures will be paid for under separate items when invoiced). The Contractor shall coordinate all lane closures with Client Agency, and if directed by Client Agency, the Contractor shall be permitted to provide emergency repairs to the system components listed in section 2. Required Services. The Contractor shall coordinate all work with other Contractors who may be working in the same areas, to avoid any conflicts. This item includes all necessary signs, sign trucks, cones, labor etc. necessary to plan and execute applicable Traffic Control Plans or emergency measures. Contractor shall ensure that all of its employees and subcontractors wear FWHA/ConnDOT field safety apparel as required.

Replacement Parts

Replacement Parts will be paid for at the OEM published price list or authorized manufacturer’s reseller price list plus a 15% mark-up on the material only. The Contractor shall submit the manufacturer’s invoice, or current manufacturer’s catalog or price list to the Client Agency in order to receive payment in accordance with the provision noted above. Replacement parts available through original equipment manufacturers (OEM) or existing Client Agency inventory must be used whenever possible.

Pay Item

Replacement Parts

Pay Unit

Ea.

Maintenance of Highway Fiber Cable and Conduit System

Method of Measurement:

This work will be measured for payment by the actual number of hours spent conducting Maintenance of Highway Fiber Cable and Conduit System.

Basis of Payment:

Maintenance will be paid for at the Contract unit price for each man-hour performed. The fixed hourly rate will include, but not be limited to all labor, travel, vehicles, insurance, equipment and tools necessary to efficiently complete the work. Maintenance under this section will be directed by and approved in writing by the Client Agency prior to the start of work. When directed by Client Agency, the Contractor shall work in tandem with other contractors to complete the required services.

Pay Item

Maintenance of Highway Fiber Cable and Conduit System

Pay Unit

Hr.

Regular Hours - Trenching and Backfilling

Off Hours - Trenching and Backfilling

Trenching and backfilling work must conform to the following:

Construction Methods:

All cuts in roadways must be done in a neat and workmanlike manner, so as to cause the least possible injury to all other improvements. The Contractor should provide protection to all slopes, roadways, guide rails, drainage structures, illumination conduit and appurtenances, utilities, etc. as may be necessary or as required by Client Agency. Any property damage caused by excavation must be repaired as directed by, and to the satisfaction of Client Agency at no additional compensation. Excavating may not be performed until immediately before installation of conduit and other appurtenances. The material from the

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excavation must be placed where directed by Client Agency and in a position where the least disruption to vehicular traffic and the least interference with the surface drainage will occur.

All excavations must be closed at the end of each day.

All pavement cutting required for this item, regardless of the type, will be included as work under this item.

When trenching occurs in roadways, neat lines must be drawn on the surface and the roadway must be saw cut and removed to neat lines as directed by Client Agency.

Temporary Pavement Repair

Description:

Temporary pavement repair consists of replacing pavement that has been removed for the installation of conduits. The Contractor shall repair the pavement immediately upon completion of the trench backfilling and compaction in accordance with these specifications and to the dimensions as directed by Client Agency.

Materials:

Hot mix asphalt must conform to the requirements of the FORM 816 and as directed by the Client Agency.

Construction Methods:

Temporary pavement replacement must be constructed in accordance with the details shown on the plans, which can be found at: http://www.ct.gov/dot/lib/dot/CTDOT_HIGHWAY_OPS_GD.pdf

Permanent Pavement Repair

Description:

After the temporary pavement has been in place for thirty (30) days and within three (3) months of placing the temporary pavement, the Contractor shall make permanent pavement repairs. Where trenching occurs across bituminous concrete overlay concrete pavement, immediate permanent pavement repairs must be made by the Contractor when the trenching is complete. These repairs must include filling the trench with high-early concrete fill and upon curing, permanent surface pavement repairs.

Materials:

Concrete fill for restoration of bituminous concrete overlay, concrete pavement must conform to the requirements of Article M.03.01 of the FORM 816 and be capable of achieving 3000 psi within twelve (12) hours. The Contractor shall submit a design mix to Client Agency for approval prior to any use in restoration.

Processed aggregate base must conform to the requirements of Article M.05.01 of the FORM 816.

Hot mix asphalt must conform to the requirements of Article M.04 of the FORM 816 and as further directed by the Client Agency.

Joint seal must conform to the requirements of Article M.04.02 of the FORM 816.

Reinforcement of pavement must conform to the requirements of ASTM A615, Grade 60.

Unpaved Areas

Description:

Unpaved areas disturbed during construction must be restored by the Contractor at its expense with a minimum of 2" of topsoil and established turf.

Materials:

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Topsoil used must conform to the requirements of Article M.13.01-1 of FORM 816. Turf Establishment materials shall conform to Article M.13 of FORM 816.

Construction Methods:

Topsoil must be provided in conformance to Section 9.44.03 of FORM 816. Turf establishment must conform to Section 9.50.03 of FORM 816.

Method of Measurement

This work will be measured for payment by the number of linear feet of trenching and backfilling, completed by Contractor and accepted by the Client Agency. The Contractor shall adhere to the Client Agency's FORM 816 during these operations. The price for this item reflects trenching and backfilling associated with regular and off hours repair work.

Basis of Payment

This work will be paid at the Contract unit price per linear foot for "Trenching and Backfilling" which price includes all materials, tools, insurance, equipment and labor necessary to complete the work in conformity with the plans or as ordered.

The price also includes all sand encasement, backfilling, grading, seeding, fertilizing, mulching, disposal of surplus material, saw cutting sidewalks and paved areas, as well as furnishing and installing riprap, crushed stone, top soil, sidewalk, pavement or structure, as conditions dictate.

Pay Item

Regular Hours Trenching and Backfilling
Off Hours Trenching and Backfilling

Pay Unit

I.f.
I.f.

Services for Call-Before-You-Dig (CBYD) markings for Client Agency 's Highway Fiber Cable and Conduit System

Method of Measurement:

This work will be measured for payment by the actual number of hours of services provided for CBYD markings related to work performed on the Client Agency highway fiber cable and conduit system.

Basis of Payment:

Services for CBYD markings will be paid for at the Contract unit price for each man-hour performed. The fixed hourly rate includes, but is not limited to all labor, travel, vehicles, insurance, equipment and tools necessary to efficiently complete the work. When directed by Client Agency, the Contractor shall work in tandem with other contractors to complete the required services to the system.

Pay Item

CBYD Services **Hr.**

Pay Unit

Equipment Services

Method of Measurement:

This work will be measured for payment by each occasion of Equipment Services completed per location.

Basis of Payment:

Equipment Services will be paid for at the Contract unit price per occasion per location, when work is completed; monthly in arrears. Each price includes service on all equipment locations as described in Exhibit B.

Pay Item

Equipment Services

Pay Unit

Ea.

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9. LICENSE REQUIREMENTS

Where applicable, Contractors shall meet the license requirement of Chapter 393 - electricians, plumbers, heating, piping and cooling contractor's journeyman, elevator and fire protection sprinkler craftsmen of the Connecticut General Statutes. The Contractor shall submit a copy of its E-1 Electrician - Unlimited electrical contractor's license, and a copy of its E-2 Electricians - Unlimited electrical journeyman's license (if company intends to have an E-2 working under the supervision of an E-1), and any other licenses required by law for employees working under the authority of this Contract prior to beginning any related work.

Throughout the Contract term the State shall verify the licensing credentials of the Contractor from time to time. The E-1 holder must be employed by the Contractor. Apprentices must be in an apprentice program with the State of Connecticut. The ratio of E-1 to E-2 apprentices must be one-to-one.

10. ENVIRONMENTAL COMPLIANCE

Contractors shall be required at all times to be in compliance with the environmental standards criteria and regulations promulgated by the Connecticut Department of Energy and Environmental Protection (DEEP). During any period that a Contractor is found to be in non-compliance, no new purchase orders will be issued by the Client Agency. The Contractor shall comply with Article 1.07.16 and Article 1.10.03 of FORM 816 and the Client Agency's Best Management Practices.

11. EQUIPMENT INSPECTION

The Client Agency reserves the right to inspect a Contractor's equipment or facility at any time to determine if the Contractor is qualified to perform the services required by this Contract.

12. DOCUMENTATION OF INSPECTIONS

The Contractor shall provide within ten (10) days of inspection, complete, detailed documentation to Client Agency identifying deficiencies and all recommended repairs.

13. TRANSPORTING EQUIPMENT

All equipment is to be insured and properly lighted as required by the Department of Motor Vehicles (DMV). All equipment is to be equipped with any required warning devices. The cost of transporting equipment to and from the area in which it will be used is the responsibility of the Contractor. No transportation charges, setup or breakdown fees or charges are allowed.

14. SAFETY EQUIPMENT

The Contractor shall insure that all proper safety items are worn by all personnel at each job site.

15. SECURITY

The Contractor must adhere to established security and/or property entrance policies and procedures established for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises.

16. PURCHASE ORDERS:

Questions concerning purchase orders are to be directed to Client Agency's Processing Unit at 860-594-2070.

17. INVOICE SUBMITTAL

The Contractor shall submit any and all invoices for Client Agency related to work completed in a calendar month by the fifteenth (15th) day of the following month for payment. Any invoices received after the fifteenth (15th) day will be processed in the following month.

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18. INSPECTION

The Client Agency has the right to inspect all work completed before approving payment.

19. INVOICES AND PAYMENTS:

Client Agency's Accounts Payable Unit through the Comptroller's Office will issue payments. Payment and invoicing inquiries should be directed to Client Agency's Accounts Payable Unit at 860-594-2305.

All invoices must include:

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

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

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

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

State of Connecticut payment terms are net 45 days.

State of Connecticut General Statutes prohibits any Client Agency from making prepayments for repair or maintenance service. All payments must be made in arrears.

20. PRE-CONSTRUCTION MEETINGS

Pre-construction/progress meetings may be scheduled by the Client Agency as needed. Such meetings shall be held at a site to be determined by the Client Agency, at no additional cost to the State.

21. SUBCONTRACTORS

The Client Agency must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractors acknowledge that any work provided under the Contract is work conducted on behalf of the State and that the Commissioner of Client Agency or his representative may communicate directly with any subcontractor as deemed necessary or appropriate. The Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to the Client Agency upon request. The Contractor must perform a minimum of 51% of the services described in the specifications.

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22. RESPONSE TIME

The Contractor shall service and maintain the equipment described herein. Contractor shall be available to service and maintain all equipment on twenty-four (24) hours per day, seven (7) days per week basis. The Contractor shall provide a suitable means of communication between the Contractor and the Client Agency. This shall include a twenty-four (24) hour telephone number for contacting Contractor personnel along with an e-mail address and fax number for daily communications and log activities. Emergency maintenance repairs must commence not more than eight (8) hours after notification by the Client Agency and be completed within twenty-four (24) hours of notification. The time and dates of Equipment Services work must be mutually agreed between the Contractor and the Client Agency. Equipment Services (if required) must be completed for all sites requested by the Client Agency within five (5) months of the Contract start date or mutually agreed dates between the Contractor and the Client Agency.

23. REPORTING OF REGULAR/OFF HOURS REPAIRS

When a major malfunction of the video equipment system occurs, it will be reported by the Client Agency to the Contractor via the twenty-four (24) hour emergency telephone number. The Contractor shall dispatch its service personnel, who shall arrive at the required location(s) within eight (8) hours of notification. The Contractor shall notify the Client Agency immediately by telephone upon arrival at the required location. The Contractor shall notify the Client Agency immediately upon completion of the work operation and confirm with the Client Agency's Representative that the task has been completed prior to leaving the site. This notification procedure must be followed for each work site the Contractor is dispatched to.

24. LIMITATION OF OPERATIONS

The Contractor shall conduct the work at all times in such a manner and in such sequence as will ensure the least interference with traffic that is practicable. The Contractor shall plan the location of detours and the provisions for handling traffic.

In order to provide minimum disruption of traffic operations, the Contractor shall not be permitted to perform Equipment Services that will directly interfere with traffic operations for all roadways except where noted, during the following periods or as directed by the Client Agency representative:

- On Monday through Friday between 6:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 7:00 p.m.
- On all Saturdays and Sundays on I-95.
- Federal Holidays.
- On the day before and day after Federal Holidays.

25. TRAFFIC CONTROL OF SHORT DURATION

The Contractor shall adhere to the following best practices for traffic control of short durations: Short duration activities are generally considered to be those in which it takes longer to set up and remove the traffic control zone than to perform the work. Typically, such operations can be accomplished in thirty (30) minutes or less. During short duration work, there are hazards involved for the crew in setting up and taking downs traffic controls. Also, since the work time is short, the time during which the motorists are affected is significantly increased as the traffic control is expanded. Considering these factors, it is generally held that simplified control procedures may be warranted for short-duration work. Such shortcomings may be offset by the use of other, more dominant devices such special lighting units (arrow boards, strobe lights) on work vehicles in conjunction with traffic cones to delineate the work vehicle and/or work area. Conditions may vary. Flaggers and "Advance Warning Workers Ahead" signs or symbols may also be needed. The Contractor shall contact the Client Agency for final written approval of necessary traffic control devices and measures for short durations twenty-four (24) hours before the start of related work.

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26. LANE CLOSURES

The closures noted for each location in Exhibit B are required. The Client Agency reserves the right to direct the Contractor to conduct other closures or modify those identified, at its sole discretion.

27. CLIENT AGENCY PARTICIPATION FOR SPARE OR REPLACEMENT EQUIPMENT

The Client Agency reserves the option of supplying to the Contractor spare parts or any component, part or assembly that the Contractor needs to replace parts or equipment that have been damaged due to traffic accident, vandalism, theft or catastrophic Act of God.

28. REPLACEMENT PARTS

All replacement parts must be OEM or existing Client Agency inventory whenever possible. When parts are available through existing Client Agency inventory, the Contractor (with approval from Client Agency) shall draw out required loan equipment from Client Agency inventory. As soon as possible and to Client Agency's satisfaction the Contractor shall provide replacement equipment to be re-entered into Client Agency's inventory located at the Darien, East Haven and Rocky Hill Stores facilities. Any non-salvageable equipment deemed inoperable and replaced, i.e., locks, relays, etc. must be turned over to Client Agency. Failure to do so will result in Client Agency purchasing the item and taking the cost of replacement including any restocking charges or administrative charges as a deduction from what is owed the Contractor. At Client Agency's discretion, Client Agency may also charge a restocking fee for any parts re-entered into Client Agency inventory. Contractor shall supply all other miscellaneous equipment (wire, connectors, and relays) from the OEM if needed.

29. REPORTING MALFUNCTIONS

Each normal workday, at approximately 07:00 a.m., Client Agency, shall fax or e-mail a status information form to the Contractor. This form will contain a list of all malfunctioning video and traffic flow monitor equipment requiring service. Upon review of this form, the Contractor shall provide a list to Client Agency, stating support services that are scheduled for the current day, including their estimated starting time and route, if field equipment is to be serviced. The Contractor shall keep a neat and accurate logbook of all malfunctions received. This logbook must include a malfunction/repair form supplied by Client Agency, and is to be completely filled out by the Contractor. A separate form must be filled out for each service call. The logbook must be submitted monthly to Client Agency for review and approval by the fifteenth (15th) calendar day of the following month.

- A) The Contractor, as requested by Client Agency shall be required to take pictures onsite at various field locations in order to determine the extent of field conditions. The Contractor while in the field is required to send images from a mobile electronic device back to the Client Agency representative. The images submitted from the field shall be of HD quality and at a minimum of 1080p resolution.

30. REPORTING OF VANDALISM, THEFT OR TRAFFIC ACCIDENT

When in the course of Regular Hour Repair, Off-Hours Repair or Equipment Services, the Contractor discovers equipment damaged as a result of vandalism, theft or traffic accident, Contractor shall immediately report same to the State Police. The Contractor shall also report the incident to Client Agency as soon as possible during normal working hours. In cases when the damage is immediately repairable in the field, the Contractor shall repair the damage "on the spot" after the State Police have completed their investigation.

31. KNOCKDOWNS

All knocked down or damaged equipment must be removed from the highway within the next working day by Client Agency and subsequently handed over to the Contractor for repair or removed by the Contractor. In times of emergency, when it is imperative that an accurate assessment of damage and units be removed from the highway with minimum delay, the Contractor shall be available and ready to access and remove (if needed) the unit within eight (8) hours of the reported incident, if so directed by Client Agency. A written report on the condition of the equipment and the estimated cost of repairs must be provided to

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Client Agency within ten (10) calendar days after the Contractor receives the equipment. In the event the knockdown damages the structural capacity of the camera pole, camera pole foundation, VMS structure, VMS structure foundation, Portable Variable Message Signs (PVMS) concrete pad, the Contractor shall obtain at the request of Client Agency three (3) written quotes for repair or replacement of any or all of the structural equipment listed herein this contract. The quoted material must meet all of Client Agency's current standards.

32. REPLACEMENT OF KNOCKED DOWN EQUIPMENT

The Contractor shall normally reinstall knocked down equipment as soon as possible. In cases when the infrastructure is not available or erected, the Contractor shall reinstall the equipment within twenty-four (24) hours from the time the structure is available for attachment.

33. REMOVAL OR RELOCATION OF EQUIPMENT

The Contractor, at the written order of Client Agency, shall remove any equipment for reinstallation in any other location designated by Client Agency.

34. ADJUSTMENTS: System Component #8 (Repair of Fiber Cable and Conduit), System Component #9 (Trenching and Backfilling), System Component #10 (MP&T) Only

- A. The Contractor shall pay Client Agency the sum of \$500.00 per day for each field control location which is not serviced within three (3) working days from the date it was first reported on the daily fax report
- B. The Contractor shall pay the sum of \$500.00 a day for not responding within eight (8) hours to major malfunctions as such malfunctions are identified by the Client Agency. .
- C. For major malfunctions, the Contractor shall pay Client Agency the sum of \$500.00 a day for the number of days beyond the first day the equipment is malfunctioning. If the Contractor can show, with reasonable certainty, that he responded promptly and made every attempt to repair major malfunctioning components and has promptly ordered renewal parts by the best available methods, then at the discretion of the Client Agency, there will be no such charge to the Contractor.

ADJUSTMENTS: (This Section Applies to System Component #11 (CBYD) Only)

The Contractor shall agree to pay Client Agency the sum of \$300.00 per day for each field control location which was not serviced within two (2) working days from the date it was first reported by CBYD. The adjustment amount for equipment repairs shall be for the number of working days exceeding two (2) that the equipment location was not checked.

Note: "Working days" for adjustment purposes are Regular Work Periods. "Days" are calendar days including Saturdays, Sundays and Federal Holidays.

Adjustments shall not be levied for failures attributable to the utility company providing power connections. For repair work on equipment which is located in certain areas, such as bridges without shoulder areas, the repair work may be restricted to those times as described in the limitations of operations section. The adjustment charges for not repairing these units within two (2) days may be waived at the discretion of Client Agency, if it is determined that conditions for not making repairs were beyond the control of the Contractor. In addition to the adjustment charges listed above, the Contractor shall not be paid for repair of equipment which remains inoperable. The price shall be based on the monthly contract price broken down by day, for the number of days the equipment is not operating.

Client Agency reserves the right to hire an outside Contractor to facilitate repairs with the cost of repair to be brought to and paid for by the Equipment Services Contractor.

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35. ADDITION AND REMOVAL OF LOCATIONS

Locations may be added, removed or relocated. Any change in locations may occur at any time for the duration of the Contract and extensions thereto. The Contractor shall be notified by the Client Agency prior to any work being added, removed or relocated by this Contract. The Client Agency shall provide written documentation and plans to the Contractor for the additional locations. Repair to the additional locations shall be paid for using the pay items listed herein. The Contractor shall not receive payment for locations removed from the Contract.

36. SYSTEM COMPONENTS 7-12 TECHNICAL SPECIFICATIONS

SYSTEM COMPONENT #7 - TECHNICAL SPECIFICATION

**Maintenance of Highway Fiber Cable and Conduit System
I-95 Corridor, Newington and other locations - Various Towns and Various Routes**

OVERVIEW

The purpose of this Technical Specification is to provide the necessary maintenance and support services required to keep Client Agency's fiber cable and conduits system operating to the original installation and manufacturer's specifications.

CONTRACTOR PERSONNEL

The Contractor shall use personnel who have experience servicing fiber optic conduit on limited access highways to maintain the fiber cable and conduit system. The Contractor is responsible for replacing any personnel at the Contractor's expense to retain the minimum number of qualified personnel for the duration of the Contract. The names and qualifications of the personnel, along with two (2) copies of all personnel resumes, shall be provided as required herein. If subcontractors are to be utilized to perform work with specific equipment, the resumes must be provided to Client Agency prior to the start of work and meet the qualified technician requirements.

Non-qualified personnel shall be used only to assist in non-technical tasks.

EQUIPMENT TO BE SERVICED

The Contractor shall maintain existing fiber conduit including, but not limited to, the following: Conduit, conduit openings, conduit hardware, pull boxes, pull box covers, handholes, handhole covers, cables and connectors from field cabinets to pull boxes and handholes, all fiber optic appurtenances, all associated wiring, and connectors.

MAINTENANCE SERVICES CHECKS

As directed by Client Agency, a service schedule, including proposed service dates, shall be submitted to Client Agency for review and approval. The Contractor shall service all field equipment at intervals recommended by the OEM, but not exceeding one (1) year. The Contractor shall propose a Maintenance Services schedule for approval by Client Agency. This service shall be performed within a five (5) month period from the award of the Contract.

In the performance of Maintenance Services, the Contractor shall use only OEM replacement parts and materials or parts and materials of equal or better quality. No change or modification to the standard equipment shall be made in any way without written approval from Client Agency. The Maintenance Services work shall be in accordance with the OEM's recommendations and the "Equipment Services" checklist provided by Client Agency.

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SYSTEM COMPONENT #8 - TECHNICAL SPECIFICATION

**Repair of Fiber Cable and Conduit System
I-95 Corridor, Newington and other locations - Various Towns and Various Routes**

OVERVIEW

The purpose of this Technical Specification is to provide the necessary repair required to keep Client Agency's fiber cable and conduits system operating to the original installation and manufacturer's specifications. The equipment locations are noted on Exhibit B, Price Schedule.

CONTRACTOR PERSONNEL

The Contractor shall use only qualified technicians to test and/or repair the fiber optic cable system. Qualified technicians are technicians who are certified by the equipment manufacturer to be capable of maintaining the fiber cable when the contract commences. The Contractor shall retain all equipment manufacturer and fiber cable certifications throughout the contract period.

No Sub-contractors are to be utilized to perform maintenance of fiber cable. Non-qualified personnel shall be used only to assist in non-technical tasks.

The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two (2) field site locations can be serviced simultaneously should the need arise

EQUIPMENT TO BE SERVICED

The Contractor shall maintain existing fiber cable and conduit including, but not limited to, the following: Main-line fiber cable, drop fiber cable from mainline fiber cable to cabinet terminations and splice enclosures, fiber connectors, fiber splice trays, fiber optic splice enclosures, all fiber optic appurtenances, all associated wiring.

SYSTEM COMPONENT #9 - TECHNICAL SPECIFICATION

**Trenching and Backfilling for Highway Fiber Cable and Conduit System
I-95 Corridor, Newington and other locations - Various Towns and Various Routes**

OVERVIEW

The purpose of this component is to provide the necessary trenching and backfilling required to keep Client Agency's fiber cable and conduit system operating to the original installation and manufacturer's specifications (OEM).

CONTRACTOR PERSONNEL

Only qualified personnel shall be used in these tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two (2) field site locations can be serviced simultaneously should the need arise.

TRENCHING AND BACKFILLING

The Contractor shall provide for the necessary trenching and backfilling support or repair Conduit, conduit openings, conduit hardware, pull boxes, pull box covers, handholes, handhole covers, cables and connectors from field cabinets to pull boxes and handholes, all fiber optic appurtenances, all associated wiring, and connectors.

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SYSTEM COMPONENT #10 - TECHNICAL SPECIFICATION

**Maintenance and Protection of Traffic
I-95 Corridor, Newington and other locations - Various Towns and Various Routes**

OVERVIEW

The purpose of this Technical Specification is to provide the necessary support services required for Maintenance and Protection of Traffic to keep Client Agency's fiber optic cable and conduit system operating to the original installation and manufacturer's specifications.

CONTRACTOR PERSONNEL

The Contractor shall use only qualified personnel to set up and remove maintenance and protection of traffic.

Non-qualified personnel shall be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two (2) field site locations can be serviced simultaneously should the need arise.

MAINTENANCE AND PROTECTION

The Contractor shall provide for the necessary maintenance and protection support for repair and maintenance of the fiber optic cable and conduit system.

SYSTEM COMPONENT #11 - TECHNICAL SPECIFICATION

**Services for "Call-Before-You-Dig" (CBYD) markings for Client Agency's Highway Fiber Cable and Conduit System
I-95 Corridor, Newington and other locations - Various Towns and Various Routes**

OVERVIEW

The purpose of this component is to provide the necessary support services for CBYD mark outs required to keep Client Agency's fiber optic cable and conduit system operating to the OEM's specifications. Client Agency provides the geographical location for the underground conduit and cable infrastructure to CBYD. Client Agency will provide an e-mail account that will identify the underground utility mark-out requests or "tickets" that will require field identification. The Contractor shall provide a cable location device, for example: -RIGID DeekTech SR-20 to locate the underground cable and conduit system. The Contractor shall identify the location of the ATMS underground infrastructure based upon the CBYD ticket requests through the means of wooden stakes, flags or painted markings. The Contractor performing the mark-out of the ATMS facilities in the field shall have an electronic device (iPod, Tablet or Laptop Computer) with an internet connection to receive e-mail correspondence and .Pdf plans from Client Agency. The Contractor's vehicle shall be outfitted with high visibility strobes or flashers. This contract will be required to comply with the CBYD response time of two (2) full working days identified by the following link: http://www.cbyd.com/new_users.html.

CONTRACTOR PERSONNEL

The Contractor shall use only qualified personnel to perform CBYD mark-out services. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of one (1) field site location can be serviced at any one (1) time.

CBYD SERVICES (I-95 Corridor)

This contract shall include the field mark-out of the ATMS underground conduit and cable infrastructure for the approximately 300 miles of mainline fiber optic cable in conduit. In addition, this contract shall provide

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field mark-out for the underground conduit and cable infrastructure for the CCTV Camera, Variable Message Sign (VMS), Highway Advisory Radio (HAR), Roadway Weather Information (RWIS) identified on Exhibit B.

REPORTING OF REGULAR/OFF HOURS SERVICES

The Contractor shall dispatch its service personnel as noted herein this contract. This contract will be required to comply with the CBYD response time of two (2) full working days identified by the following link.: http://www.cbyd.com/new_users.html. The Contractor shall notify Client Agency immediately by telephone upon arrival at the required location. The Contractor shall notify Client Agency immediately upon completion of the work operation and confirm with Client Agency's Representative that the task has been completed prior to leaving the site. This notification procedure shall be followed for each work site the Contractor is dispatched to.

SYSTEM COMPONENT #12 - TECHNICAL SPECIFICATION

Maintenance Advanced Traffic Management Roadway Weather Information System Sensors (RWIS) Statewide - Various Towns and Various Routes

OVERVIEW

The purpose of this Technical Specification is to provide the necessary support services required to keep Client Agency's RWIS sensors and RWIS sites operating to the OEM specifications. The equipment locations are noted on Exhibit B.

CONTRACTOR PERSONNEL

The Contractor shall use only qualified technicians to test and/or repair the system equipment. Qualified technicians are those individuals who are certified by the original equipment manufacturer (OEM) for servicing, supplying and repair of RWIS sensors, equipment to Client Agency and be capable of maintaining the sensors and equipment for the duration of the contract. The Contractor shall have a minimum of two (2) certified technicians to service both the sensors and equipment four (4) weeks after award and for the duration of the contract period. Failure to obtain certifications may result in dismissal of the Contractor from the contract. The awarded Contractor shall be responsible for all costs incurred during the necessary technician certifications period four (4) weeks after the award and for the duration of the contract. The Contractor is responsible for replacing any certified technician at the Contractor's expense to retain the minimum number of certified technicians for the duration of the Contract. The names and qualifications of the technicians, along with two (2) copies of all technician training certificates, shall be provided as required herein. If subcontractors are to be utilized to perform work with specific equipment, the training certificates must be provided to Client Agency prior to the start of work and meet the qualified technician requirements.

Non-qualified personnel shall be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two (2) field site locations can be serviced simultaneously should the need arise.

EQUIPMENT TO BE SERVICED

The Contractor shall support or repair existing equipment including, but not limited to, the following: Installing road sensors units, equipment cabinets, antenna tower structures, equipment foundations, electrical service cabinets, equipment brackets, auxiliary termination cabinets, conduits, cables, hand holes, fencing, connectors, all associated wiring. The Contractor is **not responsible** for purchase of road sensor units, equipment cabinet back panel, illuminator, power supplies, surge protectors, iso-con units, camera, precipitation sensors, wind sensors, temperature sensors, LCOM or local communicator.

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EQUIPMENT SERVICES CHECKS

As directed by Client Agency, a service schedule, including proposed service dates, shall be submitted to Client Agency for review and approval. The Contractor shall service all field equipment at intervals recommended by the OEM, but not exceeding one (1) year. The Contractor shall propose an Equipment Services schedule for approval by Client Agency. This service shall be performed within a five (5) month period from the award of the Contract.

Note: All maintenance and protection of traffic patterns required to perform "Road Sensor Repair" shall be included as part of this item. No maintenance and protection of traffic patterns are required to perform "Equipment Services" as part of this item.

In the performance of Equipment Services, the Contractor shall use only OEM replacement parts and materials or parts and materials of equal or better quality. No change or modification to the standard equipment shall be made in any way without written approval from Client Agency. The Equipment Services work shall be in accordance with the OEM's recommendations and the "Equipment Services" checklist provided by Client Agency. The Equipment Services at each location shall include, but is not limited to the following:

- Cabinet Exterior - Check for damage, grouting, erosion, door and lock operation and lubricate and repair as needed.
- Cabinet Interior - Check for proper operation of fan, heater, thermostat, dust filter and light. Replace or repair as needed. Clean and vacuum interior of all foreign matter.
- Electrical Service cabinet - Check for damage, grouting, erosion, door and lock operation and repair as needed. Clean and vacuum interior of service cabinet of all foreign matter.
- Check conduit, conduit sealant, and ducts, general condition of wiring, equipment grounding, and any signs of rodent or insect infestation. Seal up where needed, remove nest and clean up as needed. Replace and repair any damages as required
- Sensor Check - Check sensors for wear, pavement damage, cable and cable installation in pavement, check hand holes at cable in pavement termination.
- Check antenna tower, check brackets for atmospheric sensors, check cables from sensors to cabinet.
- Check perimeter fencing for damages along fencing, fence posts, at foundation and at gate entryways locks and hinges. Report any issues discovered repair and lubricate as needed.
- The Contractor shall complete the "Equipment Services" checklist upon completion of each service performed. These checklists shall be submitted monthly to Client Agency for approval by the fifteenth (15th) calendar day of the following month.

NOTE: Replacement of lighting suppressers or other minor parts is not considered a catastrophic Act of God. When in question, Client Agency's judgment shall prevail.

37. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

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

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(b) Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, 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.

**Contractor:
Fibre Optic Plus, Inc.**

PROMPT PAYMENT TERMS: NET 30 Days

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Highway Fiber Cable and Conduit System 3
Category B, System Component # 12 – Maintenance of ATMS Roadway Weather Information System Sensors (RWIS)..... 4

Contractor:
Fibre Optic Plus, Inc.

PROMPT PAYMENT TERMS: NET 30 Days

Category B, System Component #7 – Maintenance of Highway Fiber Cable and Conduit System

<i>Various Towns</i>	Regular Hours Repair	
<i>Location address</i>	Hr.	\$110.00

Category B, System Component #8 – Repair of Fiber Cable and Conduit System

<i>Various Towns</i>	Regular Hours Repair		Off Hours Repair	
	Hr.	\$110.00	Hr.	\$150.00

Category B, System Component #9 – Trenching and Backfilling for Highway Fiber Cable and Conduit System

<i>Various Towns</i>	Regular Hours Repair		Off Hours Repair	
	L.F	95.00	L.F	\$120.00

Contractor:
Fibre Optic Plus, Inc.

PROMPT PAYMENT TERMS: NET 30 Days

Category B, System Component #10 – Maintenance and Protection of Traffic

MP&T Plan #	MP&T	
MP&T Plan 1	Ea.	\$1750.00
MP&T Plan 2	Ea.	\$1850.00
MP&T Plan 3	Ea.	\$1750.00
MP&T Plan 4	Ea.	\$1850.00
MP&T Plan 6	Ea.	\$650.00
MP&T Plan 7	Ea.	\$550.00
MP&T Plan 8	Ea.	\$550.00
MP&T Plan 9	Ea.	\$650.00
MP&T Plan 10	Ea.	\$1750.00
MP&T Plan 13	Ea.	\$1850.00

Category B, System Component #11 – Services for Call-Before-You-Dig (CBYD) markings for ConnDOT’s Highway Fiber Cable and Conduit System

Various Towns	Regular Hours Service	
	Hr.	\$110.00

Contractor:
Fibre Optic Plus, Inc.

PROMPT PAYMENT TERMS: NET 30 Days

Category B, System Component # 12 – Maintenance of ATMS Roadway Weather Information System Sensors (RWIS)

RWIS-Town/Sensor ID	Locations	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
East Hartford	I-384 WB On Ramp to I-84 WB	None	ea. \$420.00	Hr. \$140.00	Hr. \$180.00	ea. \$1750.00
384WBRL	I-384 WB Departure	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
384WBRCNTR	I-384 WB Bridge	2	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
84WBLL	I-84 WB	3	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
84EBRL	I-84 EB	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
Lebanon	Rte. 2 @ Camp Mooween Rd.	None	ea. \$420.00	Hr. \$140.00	Hr. \$180.00	ea. \$1750.00
2EBLL	Rte. 2 EB	3	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
2EBLL	Rte. 2 EB Bridge	3	ea. \$420.00	Hr. \$110.00	Hr. \$1500.00	ea. \$1750.00
2WBLL	Rte. 2 WB Bridge	3	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
2WBLL	Rte. 2 WB	3	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
Seymour	Rte. 8 NB @ Rte. 67 (Exit 22)	None	ea. \$420.00	Hr. \$140.00	Hr. \$180.00	ea. \$1750.00
8NBLL	8 NB Fast Lane	3	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
8SBRL	8 SB Bridge Fast Lane	3	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
8SBLL	8 SB Slow Lane	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
8NBRL	8 NB Bridge Slow Lane	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. 1750.00
Torrington	Rte. 8 @ Winthrop St. (Exit 44)	None	ea. \$420.00	Hr. \$140.00	Hr. \$180.00	ea. \$1750.00
8NBLL	8 NB Fast Lane	3	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
8NBRL	8NBRL	4	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
8SBLL	8 SB Bridge Fast Lane	4	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
8SBLS	8 SB Sow Lane	4	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00

**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**Contractor:
Fibre Optic Plus, Inc.**

PROMPT PAYMENT TERMS: NET 30 Days

RWIS-Town/Sensor ID	Locations	MP&T Plan #	Equipment Services		Regular Hours Repair		Off Hours Repair		Maint. & Protect. of Traffic	
			ea.	\$	Hr.	\$	Hr.	\$	ea.	\$
Danbury	I-84 WB @ Milestone Rd. Exit 2B	None	ea.	\$420.00	Hr.	\$140.00	Hr.	\$180.00	ea.	\$1750.00
I84WBRL	I-84 WB Fast Lane	3	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
I84WBLL	I-84 WB Bridge Slow Lane	1	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
I84EBRL	I-84 EB Slow Lane	1	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
I84EBLL	I-84 EB Bridge Fast Lane	3	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
North Canaan	Rte. 44 @ North Canaan Rd	None	ea.	\$420.00	Hr.	\$140.00	Hr.	\$180.00	ea.	\$1750.00
44EB	Rte. 44 EB (Travel Lane)	13	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
44EB	Rte. 44 WB Bridge (Travel Lane)	13	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
Stamford	I-95 NB @ US Rte. 1 (Exit 9)	None	ea.	\$420.00	Hr.	\$140.00	Hr.	\$180.00	ea.	\$1750.00
I95NBLL	I-95 NB Slow Lane	1	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
I95NBRL	I-95 SB Slow Lane	1	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
Rte1SBLL	US Rte. 1 Bridge SB Slow Lane	1	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
Middletown	Rte. 9 NB @ Exit 13 (Rte. 17)	None	ea.	\$420.00	Hr.	\$140.00	Hr.	\$180.00	ea.	\$1750.00
17NBLL	Rte. 17 NB Ramp to Rte. 9	6	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
17NBRL	Rte. 17 Bridge	6	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
8SBLL	Rte. 9 NB	1	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
8SBLL	Rte. 9 SB	1	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
Groton	I-95 @ Gold Star Memorial Bridge	None	ea.	\$420.00	Hr.	\$140.00	Hr.	\$180.00	ea.	\$1750.00
I95NBLL	I-95 NB Departure Slow Lane	1	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
I95NBLL	I-95 NB Bridge (West) Fast Lane	3	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00
I95SBRL	I-95 SB Bridge (East) Fast Lane	3	ea.	\$420.00	Hr.	\$110.00	Hr.	\$150.00	ea.	\$1750.00

**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**Contractor:
Fibre Optic Plus, Inc.**

PROMPT PAYMENT TERMS: NET 30 Days

RWIS-Town/Sensor ID	Locations	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
New London	I-95 SB @ State Pier Road	None	ea. \$420.00	Hr. \$140.00	Hr. 180.00	ea. \$1750.00
I95SBRL	I-95 SB Departure	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
I95SBLL	I-95 SB Departure Exit 83 Fast Lane	3	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
I95NBLL	I-95 NB Bridge (East) Fast Lane	3	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
I95SBRL	I-95 SB Bridge (East)	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
Sikorsky Bridge	Milford Rte. 15 SB		ea. \$420.00	Hr. \$140.00	Hr. \$180.00	ea. \$1750.00
15SBRL	Rte. 15 SB Bridge Slow Lane	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
15SBRL	Rte. 15 SB Slow Lane	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
15NBRL	Rte. 15 NB Slow Lane	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
New Haven	I-95 SB @ Fulton Terrace (Exit 50)	None	ea. \$420.00	Hr. \$140.00	Hr. \$180.00	ea. \$1750.00
I95SBRL	I-95 SB Slow Lane	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
I95SBRL	I-95 SB Bridge Slow Lane	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
I95NBRL	I-95 NB Bridge Slow Lane	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
I95NBRL	I-95 NB Slow Lane	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
Avon Mountain	Rte. 44 @ MacDonald Park	None	ea. \$420.00	Hr. \$140.00	Hr. \$180.00	ea. \$1750.00
44EBRL	Rte. 44 EB Bottom East of Pine Tree Lake	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
44WBRL	Rte. 44 WB Bottom East of Pine Tree Lake	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
44EBRL	Rte. 44 EB Top West of Deercliff Rd	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
44WBRL	Rte. 44 WB Top West of Deercliff Rd	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
44EBRL	Rte. 44 EB Middle @ Tower location	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00
44WBRL	Rte. 44 WB Middle @ Tower location	1	ea. \$420.00	Hr. \$110.00	Hr. \$150.00	ea. \$1750.00



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 of 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 possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any 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.

Attachment 1

Federal Wage Rates

General Decision Number: CT140001 07/11/2014 CT1

Superseded General Decision Number: CT20130001

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	01/03/2014
1	01/31/2014
2	04/11/2014
3	05/23/2014
4	05/30/2014
5	06/13/2014
6	06/27/2014
7	07/04/2014
8	07/11/2014

BRCT0001-004 12/30/2013

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS AND STONE MASONS.	\$ 32.50	27.06

CARP0024-006 05/05/2014

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.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

CARP0043-004 05/05/2014

	Rates	Fringes
Carpenters: (TOLLAND COUNTY Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHT.....	\$ 31.60	22.75

CARP0210-002 05/05/2014

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

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

ELEC0035-001 06/01/2014

	Rates	Fringes
Electricians:		
MIDDLESEX COUNTY (Cromwell, Middlefield, Middleton and Portland); TOLLAND COUNTY; WINDHAM		

COUNTY.....	\$ 38.10	23.86

ELEC0090-002 06/01/2014		
	Rates	Fringes
Electricians:.....	\$ 37.05	24.37
LITCHFIELD COUNTY		
Plymouth Township;		
MIDDLESEX 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 06/01/2014		
	Rates	Fringes
Electricians.....	\$ 37.27	23.37
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		

ENGI0478-001 04/06/2014		
	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.80	22.30
GROUP 2.....	\$ 36.48	22.30
GROUP 3.....	\$ 35.74	22.30
GROUP 4.....	\$ 35.35	22.30
GROUP 5.....	\$ 34.76	22.30
GROUP 6.....	\$ 34.45	22.30
GROUP 7.....	\$ 34.11	22.30
GROUP 8.....	\$ 33.71	22.30
GROUP 9.....	\$ 33.28	22.30
GROUP 10.....	\$ 31.24	22.30
GROUP 11.....	\$ 31.24	22.30
GROUP 12.....	\$ 31.18	22.30

GROUP 13.....	\$ 32.71	22.30
GROUP 14.....	\$ 30.60	22.30
GROUP 15.....	\$ 30.29	22.30
GROUP 16.....	\$ 29.46	22.30
GROUP 17.....	\$ 29.05	22.30
GROUP 18.....	\$ 28.40	22.30

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

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

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), Bauer Drill/Caisson

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 (skoper).

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.

* IRON0015-002 06/30/2014

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 34.47	29.74

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-003 04/06/2014

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.05	17.80
GROUP 2.....	\$ 27.30	17.80

GROUP 3.....	\$ 27.55	17.80
GROUP 4.....	\$ 28.05	17.80
GROUP 5.....	\$ 28.80	17.80
GROUP 6.....	\$ 29.05	17.80
GROUP 7.....	\$ 16.00	17.80

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

LABO0056-004 04/06/2014

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 30.37	17.80
Form Erectors.....	\$ 30.68	17.80
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 30.37	17.80
Laborers Topside, Cage Tenders, Bellman.....	\$ 30.26	17.80
Miners.....	\$ 31.28	17.80
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 30.37	17.80
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 31.28	17.80
TUNNELS, CAISSON AND CYLINDER WORK IN		

COMPRESSED AIR:

Blaster.....	\$ 37.41	17.80
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 37.22	17.80
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....	\$ 35.35	17.80
Mucking Machine Operator...	\$ 37.97	17.80

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.

PAIN0011-001 06/01/2014

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 34.02	18.55
Brush and Roll.....	\$ 31.02	18.55
Tanks, Towers, Swing.....	\$ 33.02	18.55

PAIN0011-003 06/01/2014

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 45.10	18.55

TEAM0064-001 04/06/2014

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 28.43	19.14
2 Axle.....	\$ 28.33	19.14
3 Axle Ready Mix.....	\$ 28.48	19.14
3 Axle.....	\$ 28.43	19.14
4 Axle Ready Mix.....	\$ 28.58	19.14
4 Axle.....	\$ 28.53	19.14
Heavy Duty Trailer 40 tons and over.....	\$ 28.78	19.14
Heavy Duty Trailer up to 40 tons.....	\$ 28.53	19.14
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 28.58	19.14

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:

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.

=====
END OF GENERAL DECISION

General Decision Number: CT140002 07/11/2014 CT2

Superseded General Decision Number: CT20130002

State: Connecticut

Construction Type: Highway

County: New London County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014
2	04/11/2014
3	05/23/2014
4	05/30/2014
5	06/13/2014
6	06/27/2014
7	07/04/2014
8	07/11/2014

BRCT0001-003 12/30/2013

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT		
MASONS, CEMENT FINISHERS,		
PLASTERERS, STONE MASONS....\$ 32.50		27.06

CARP0024-002 05/05/2014

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....\$ 31.00		22.50
DIVER TENDERS.....\$ 31.00		22.50
DIVERS.....\$ 39.46		22.50
MILLWRIGHTS.....\$ 31.60		22.75

ELEC0035-003 06/01/2014

	Rates	Fringes
Electricians:		
Bozrah, Colchester,		
Franklin, Griswold,		
Lebanon, Ledyard, Lisbon,		
Montville, North		
Stonington, Norwich,		
Preston, Salem, Sprague,		
Stonington and Voluntown....\$ 38.10		23.86

ELEC0090-003 06/01/2014

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.....	\$ 37.05	24.37

ENGI0478-002 04/06/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.80	22.30
GROUP 2.....	\$ 36.48	22.30
GROUP 3.....	\$ 35.74	22.30
GROUP 4.....	\$ 35.35	22.30
GROUP 5.....	\$ 34.76	22.30
GROUP 6.....	\$ 34.45	22.30
GROUP 7.....	\$ 34.11	22.30
GROUP 8.....	\$ 33.71	22.30
GROUP 9.....	\$ 33.28	22.30
GROUP 10.....	\$ 31.24	22.30
GROUP 11.....	\$ 31.24	22.30
GROUP 12.....	\$ 31.18	22.30
GROUP 13.....	\$ 32.71	22.30
GROUP 14.....	\$ 30.60	22.30
GROUP 15.....	\$ 30.29	22.30
GROUP 16.....	\$ 29.46	22.30
GROUP 17.....	\$ 29.05	22.30
GROUP 18.....	\$ 28.40	22.30

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 Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

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); Bauer Drill/Caisson

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:

 * IRON0015-003 06/30/2014

	Rates	Fringes
Ironworkers: (Reinforcing & Structural).....	\$ 34.47	29.74

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

 LABO0056-003 04/06/2014

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.05	17.80
GROUP 2.....	\$ 27.30	17.80
GROUP 3.....	\$ 27.55	17.80
GROUP 4.....	\$ 28.05	17.80
GROUP 5.....	\$ 28.80	17.80
GROUP 6.....	\$ 29.05	17.80
GROUP 7.....	\$ 16.00	17.80

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

 LABO0056-004 04/06/2014

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION) CLEANING, CONCRETE AND CAULKING TUNNEL: Concrete Workers, Form Movers and Strippers.....	\$ 30.37	17.80

Form Erectors.....	\$ 30.68	17.80
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....		
	\$ 30.37	17.80
Laborers Topside, Cage Tenders, Bellman.....		
	\$ 30.26	17.80
Miners.....		
	\$ 31.28	17.80
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....		
	\$ 30.37	17.80
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....		
	\$ 31.28	17.80
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....		
	\$ 37.41	17.80
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....		
	\$ 37.22	17.80
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....		
	\$ 35.35	17.80
Mucking Machine Operator...\$ 37.97		
		17.80

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.

PAIN0011-002 06/01/2014

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 34.02	18.55
Brush and Roll.....	\$ 31.02	18.55
Tanks, Towers, Swing.....	\$ 33.02	18.55

PAIN0011-003 06/01/2014

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...\$ 45.10		18.55

TEAM0064-003 .04/06/2014

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 28.43	19.14
2 Axle.....	\$ 28.33	19.14
3 Axle Ready Mix.....	\$ 28.48	19.14
3 Axle.....	\$ 28.43	19.14
4 Axle Ready Mix.....	\$ 28.58	19.14
4 Axle.....	\$ 28.53	19.14
Heavy Duty Trailer 40 tons and over.....	\$ 28.78	19.14
Heavy Duty Trailer up to 40 tons.....	\$ 28.53	19.14
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 28.58	19.14

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:

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: CT140003 07/11/2014 CT3

Superseded General Decision Number: CT20130003

State: Connecticut

Construction Type: Highway

County: Hartford County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014
2	04/11/2014
3	05/23/2014
4	05/30/2014
5	06/13/2014
6	06/27/2014
7	07/04/2014
8	07/11/2014

BRCT0001-003 12/30/2013

	Rates	Fringes
BRICKLAYER BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS, STONE MASONS....	\$ 32.50	27.06

CARP0024-005 05/05/2014

	Rates	Fringes
Carpenters: (Berlin, Bristol, Burlington, Canton, Marlborough, New Britain, Newington, Plainville, Southington)		
CARPENTERS; PILEDRIVERS.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

CARP0043-003 05/05/2014

	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.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

ELEC0035-002 06/01/2014

	Rates	Fringes
Electricians: Entire County, excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington..	\$ 38.10	23.86

ELEC0090-001 06/01/2014

	Rates	Fringes
Electricians: Berlin, Bristol, New Britain, Newington, Plainville, Southington.....	\$ 37.05	24.37

ELEC0488-004 06/01/2014

	Rates	Fringes
Electricians:.....	\$ 37.27	23.37

ENGI0478-002 04/06/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.80	22.30
GROUP 2.....	\$ 36.48	22.30
GROUP 3.....	\$ 35.74	22.30
GROUP 4.....	\$ 35.35	22.30
GROUP 5.....	\$ 34.76	22.30
GROUP 6.....	\$ 34.45	22.30
GROUP 7.....	\$ 34.11	22.30
GROUP 8.....	\$ 33.71	22.30
GROUP 9.....	\$ 33.28	22.30
GROUP 10.....	\$ 31.24	22.30
GROUP 11.....	\$ 31.24	22.30
GROUP 12.....	\$ 31.18	22.30
GROUP 13.....	\$ 32.71	22.30
GROUP 14.....	\$ 30.60	22.30
GROUP 15.....	\$ 30.29	22.30
GROUP 16.....	\$ 29.46	22.30
GROUP 17.....	\$ 29.05	22.30
GROUP 18.....	\$ 28.40	22.30

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 Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

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); Bauer Drill/Caisson

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.

 * IRON0015-002 06/30/2014

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 34.47	29.74

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

 LABO0056-003 04/06/2014

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.05	17.80
GROUP 2.....	\$ 27.30	17.80
GROUP 3.....	\$ 27.55	17.80
GROUP 4.....	\$ 28.05	17.80
GROUP 5.....	\$ 28.80	17.80
GROUP 6.....	\$ 29.05	17.80
GROUP 7.....	\$ 16.00	17.80

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

LABO0056-004 04/06/2014

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 30.37	17.80
Form Erectors.....	\$ 30.68	17.80
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 30.37	17.80
Laborers Topside, Cage		
Tenders, Bellman.....	\$ 30.26	17.80
Miners.....	\$ 31.28	17.80
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 30.37	17.80
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 31.28	17.80
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 37.41	17.80
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 37.22	17.80
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....	\$ 35.35	17.80
Mucking Machine Operator...	\$ 37.97	17.80

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.

 PAIN0011-003 06/01/2014

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 45.10	18.55

 PAIN0011-004 06/01/2014

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 34.02	18.55
Brush and Roll.....	\$ 31.02	18.55
Tanks, Towers, Swing.....	\$ 33.02	18.55

 TEAM0064-005 04/06/2014

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 28.43	19.14
2 Axle.....	\$ 28.33	19.14
3 Axle Ready Mix.....	\$ 28.48	19.14
3 Axle.....	\$ 28.43	19.14
4 Axle Ready Mix.....	\$ 28.58	19.14
4 Axle.....	\$ 28.53	19.14
Heavy Duty Trailer 40 tons and over.....	\$ 28.78	19.14
Heavy Duty Trailer up to 40 tons.....	\$ 28.53	19.14
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 28.58	19.14

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.

Attachment 2

Federal Highway Administration (FHWA) Form FHWA-1273

**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 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 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-L.L.L., "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.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment 3

Traffic Control Plans

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 travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall 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.

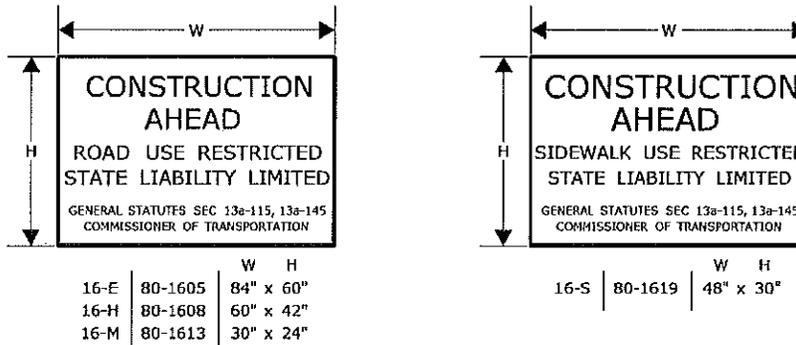
SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS)

- 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:

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

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

SERIES 16 SIGNS



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

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMP 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 RAMP, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

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

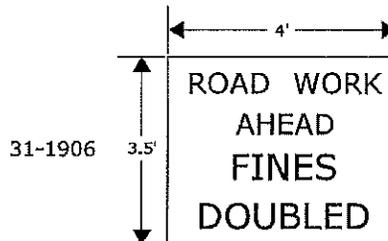
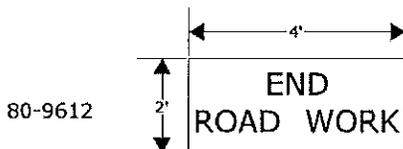
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

"END ROAD WORK" SIGN

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 11:35:43-04'00"

ITEM #971001A

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

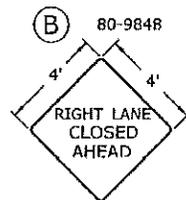
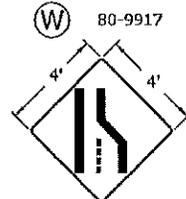
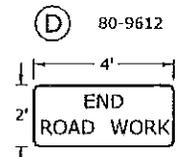
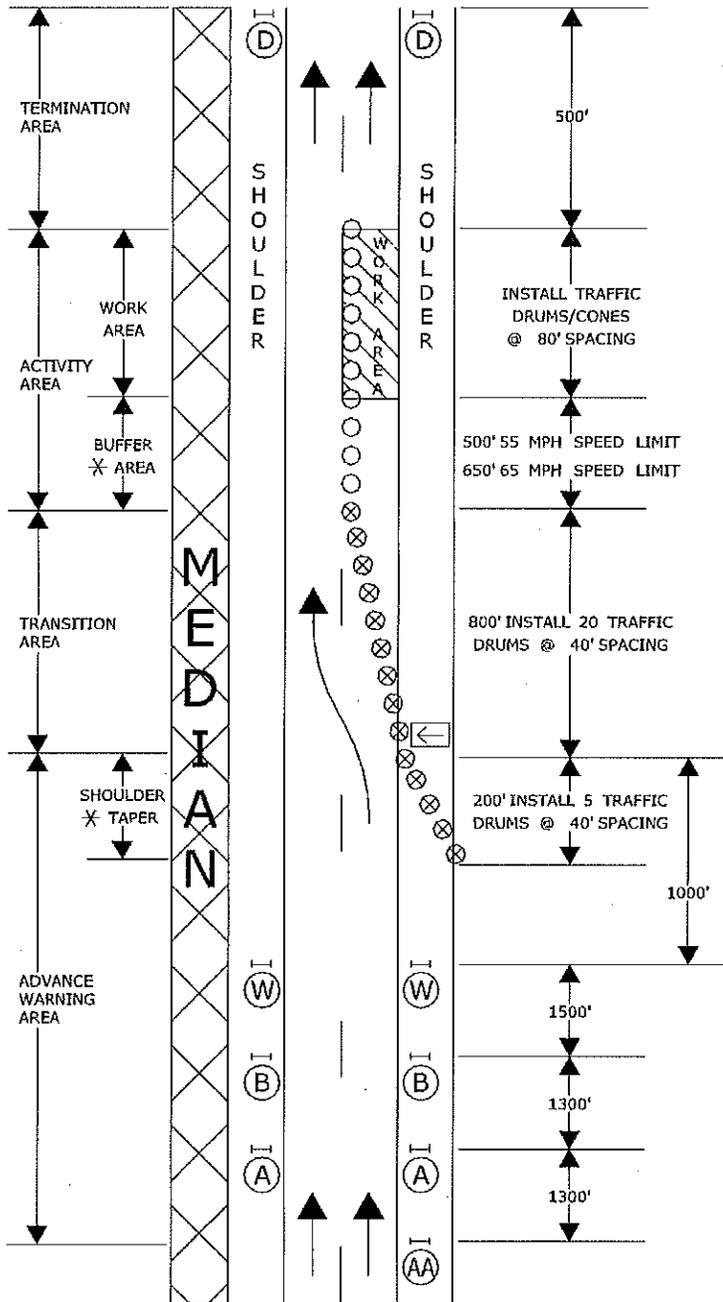
Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
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ITEM #971001A

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



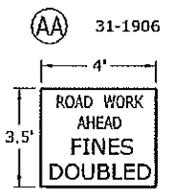
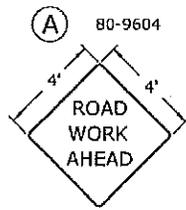
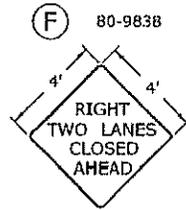
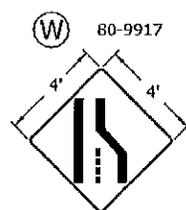
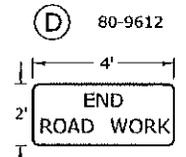
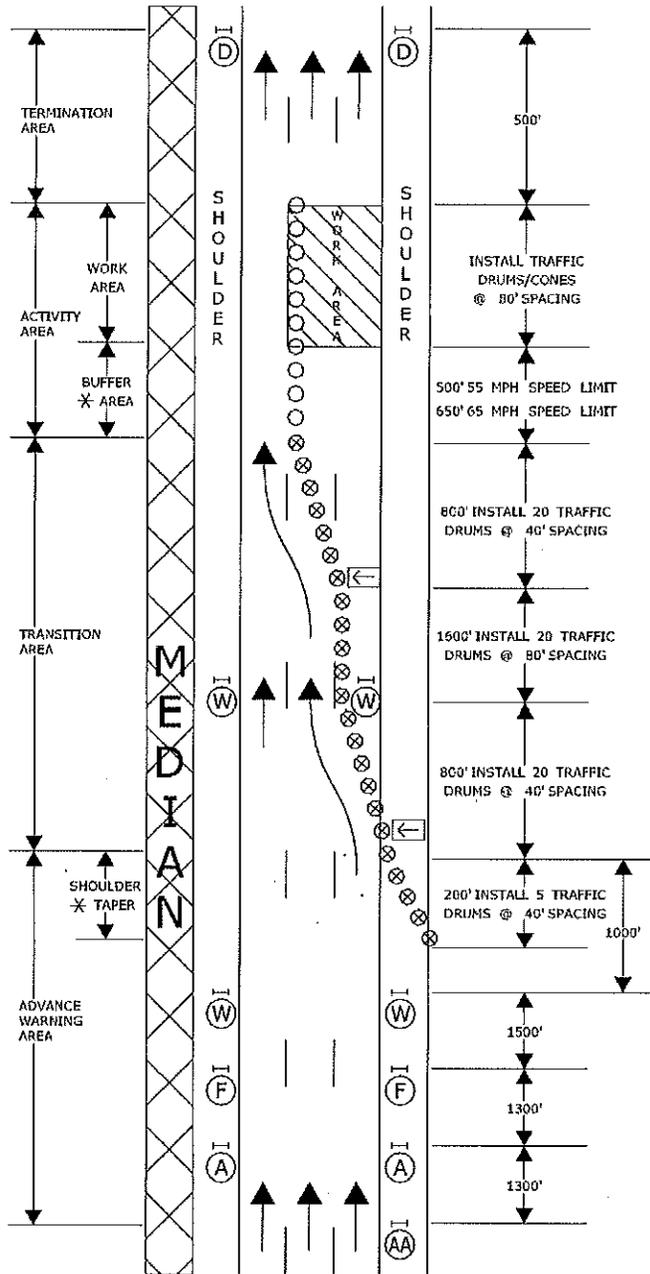
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 1
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012 05 05 15:51:00-0400
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



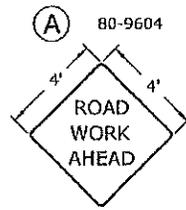
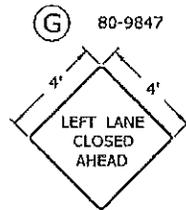
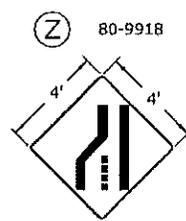
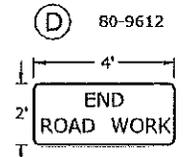
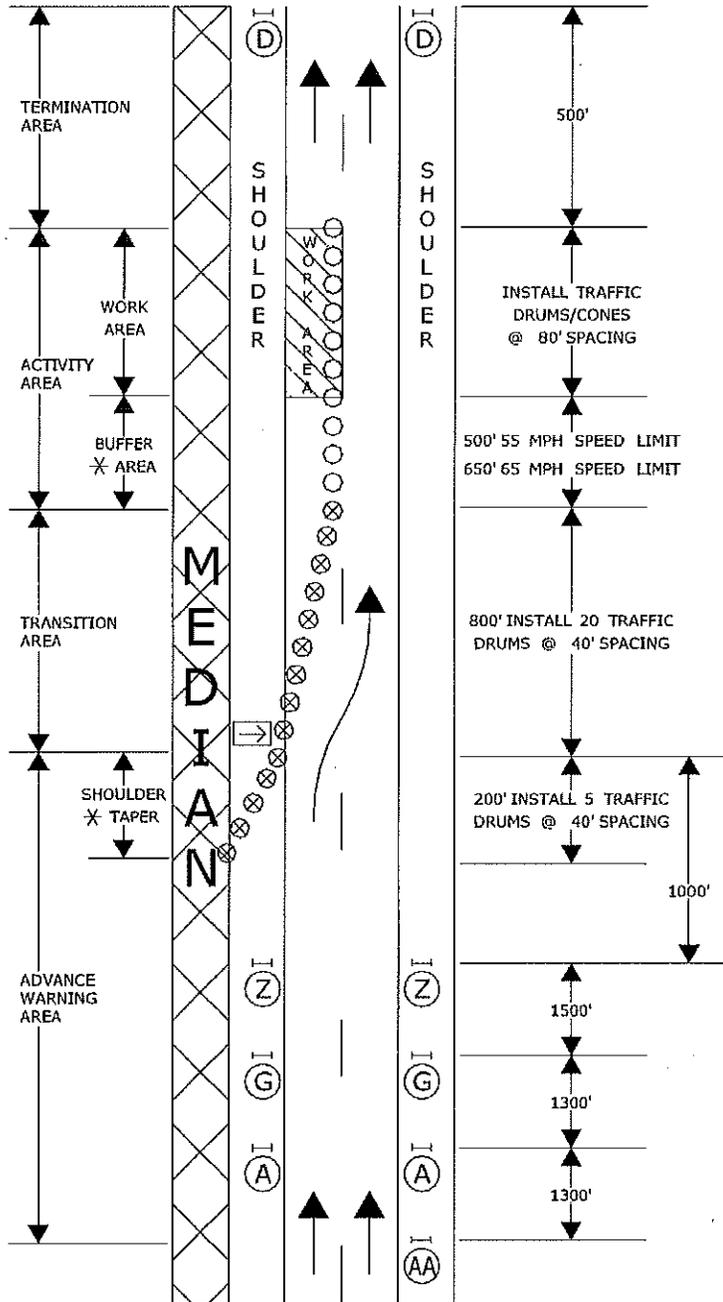
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 2
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*
PRINCIPAL ENGINEER
Charles S. Harlow
2012.06.05 15:51:23-04:07

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



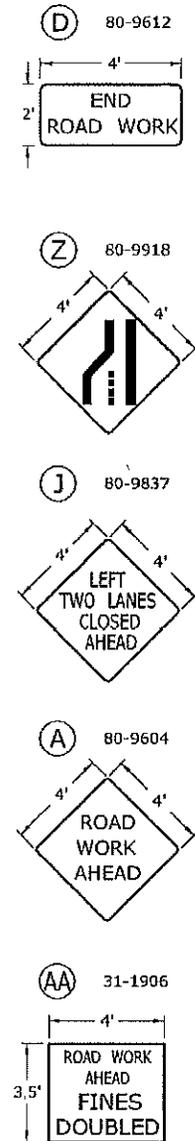
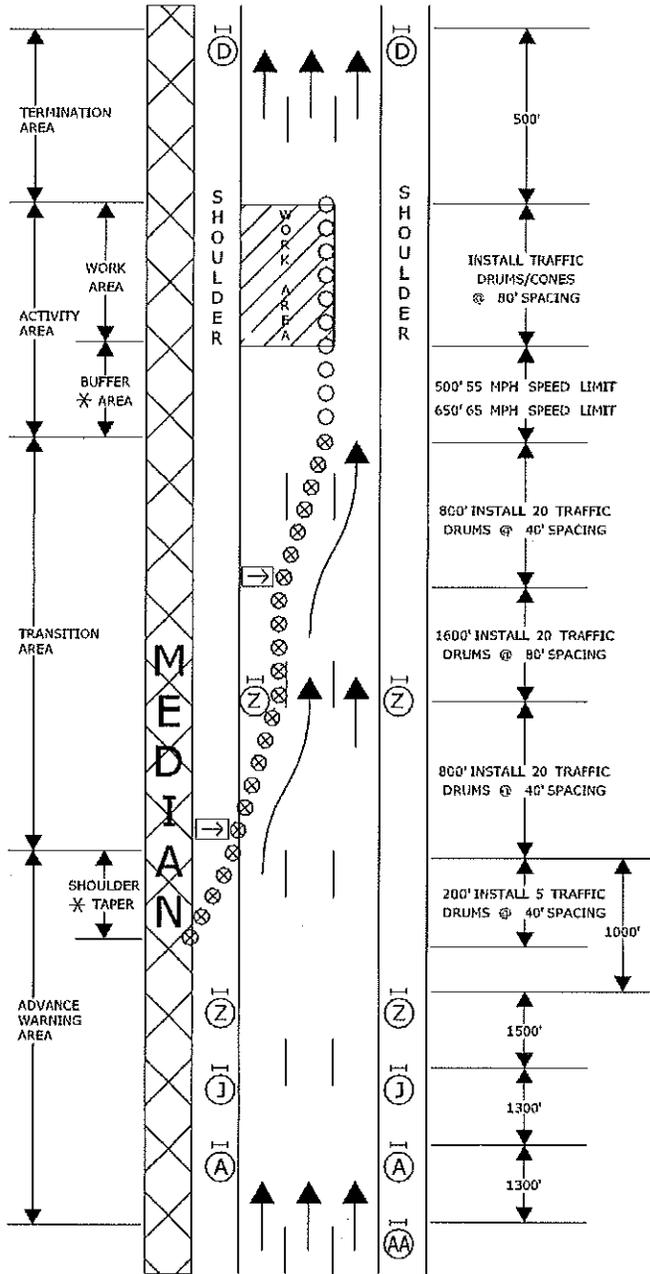
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 3
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harow* Charles S. Harow
2012.06.05 15:51:45-0407
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

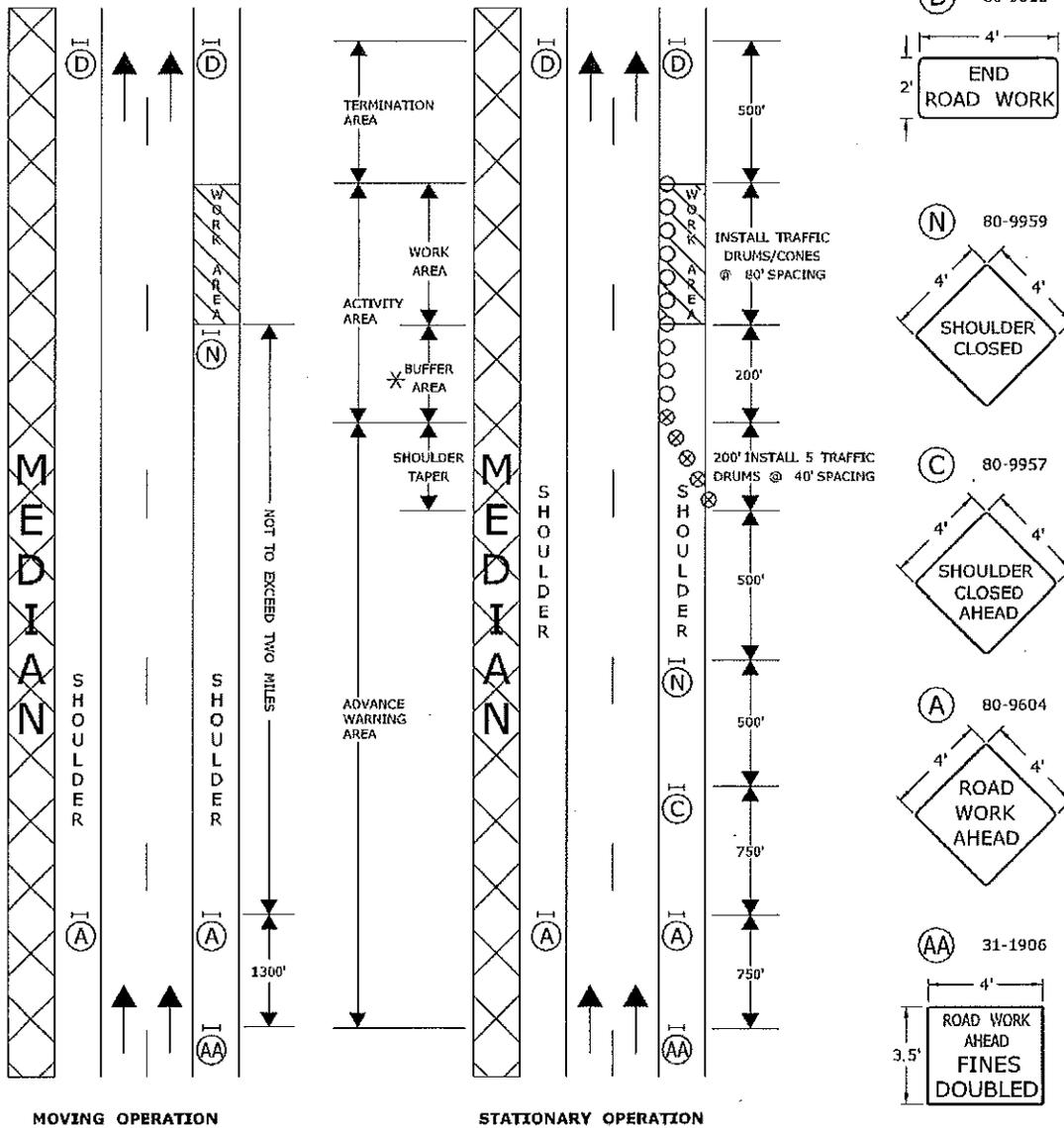
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 1552-10-0400

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

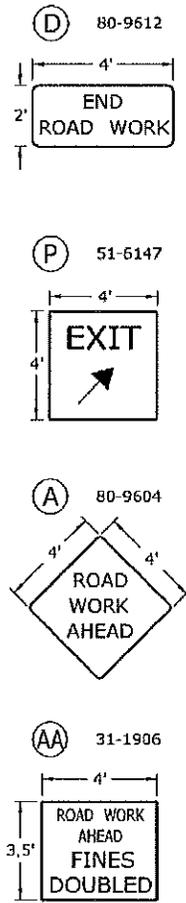
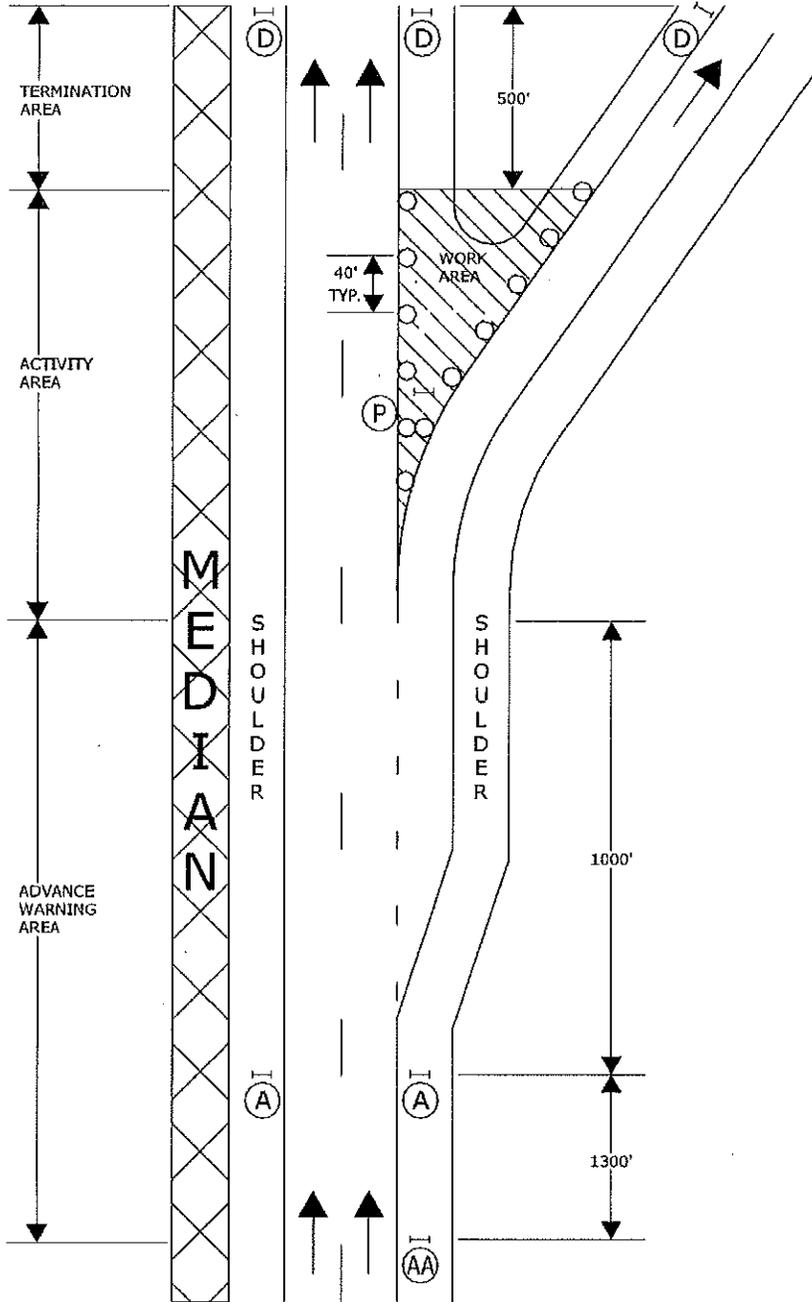
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

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

WORK IN RAMP GORE AREA

SIGN FACE
86 SQ. FT. (MIN.)



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



SCALE: NONE

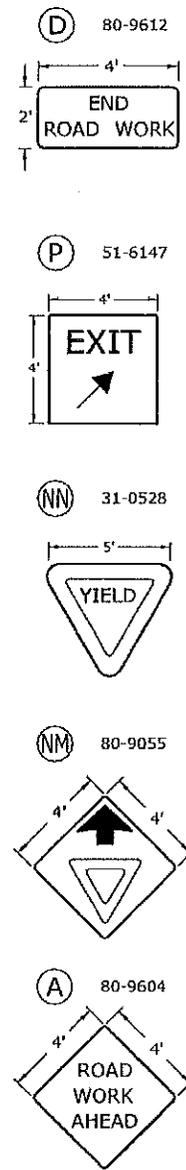
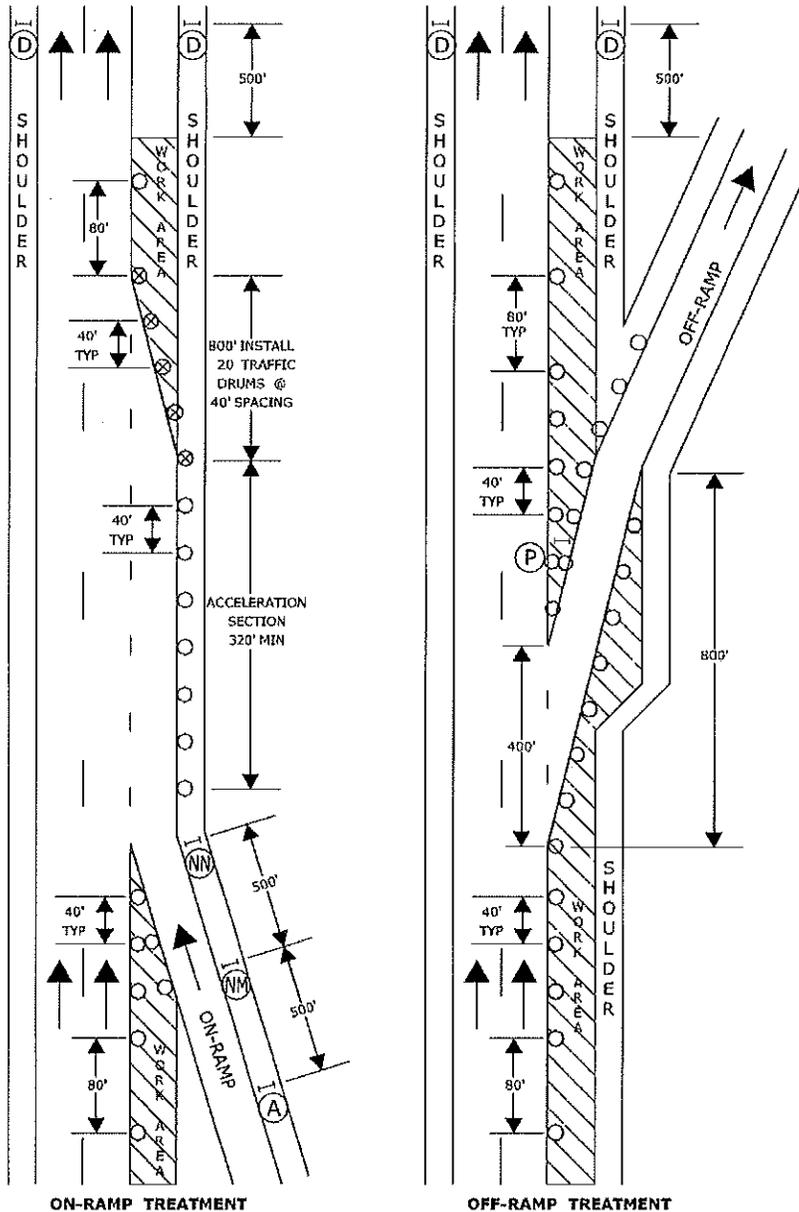
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 7
SEE NOTES 1, 2, 4, 8, 10

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:53:00-0400
PRINCIPAL ENGINEER

TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

SIGN FACE
SQ. FT VARIES



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

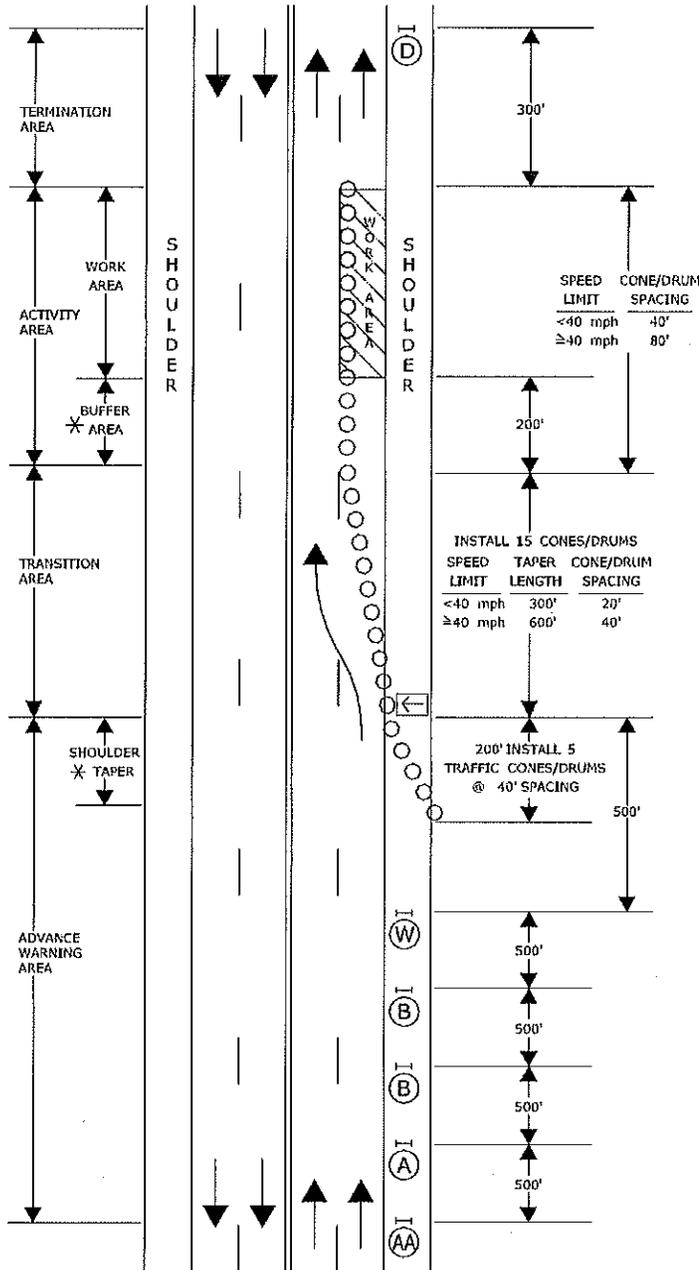
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

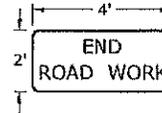
Charles S. Harlow
Charles S. Harlow
2012.06.08 15:53:31-0400
PRINCIPAL ENGINEER

WORK IN RIGHT LANE - 4 LANE UNDIVIDED HIGHWAY

SIGN FACE
86 SQ. FT (MIN.)



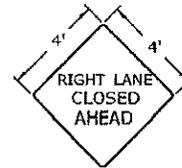
(D) 80-9612



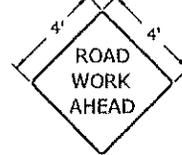
(W) 80-9917



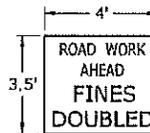
(B) 80-9848



(A) 80-9604



(AA) 31-1906



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

- 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

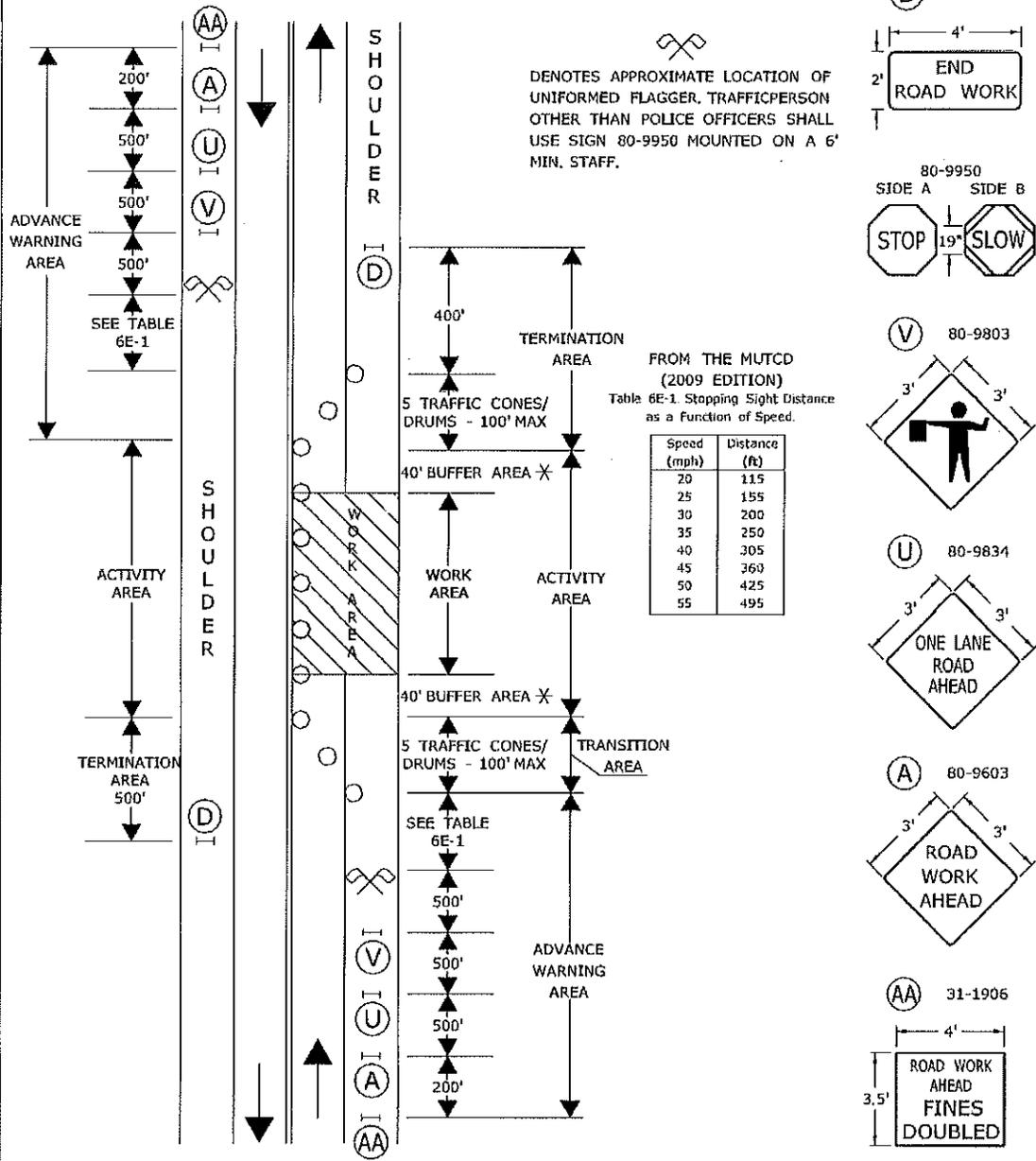
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harkow
Charles S. Harkow
2012 06 05 15:54:15-0400
PRINCIPAL ENGINEER

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

SIGN FACE
108 SQ. FT. (MIN.)



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



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* 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
Charles S. Harlow
2012.08.05 15:55:45-04'00"
PRINCIPAL ENGINEER

Attachment 4

13-2.0 Clear Zones

13-2.0 CLEAR ZONES

13-2.01 Background

The clear zone concept was first established in the 1967 AASHTO report entitled *Highway Design and Operational Practices Related to Highway Safety*, known as the *Yellow Book* and revised in 1974. It provided the designer with a numerical value of 30 ft as the lateral extent needed for 80%-85% of run-off-the-road vehicles to recover. The 30-ft clear zone was predicated on the following set of conditions:

1. 60-mph vehicular speed,
2. tangent section, and
3. flat side slope.

If these conditions vary, the 30-ft clear zone should be adjusted accordingly. For example, at higher speeds, vehicles will travel farther before recovering; at lower speeds, vehicles will travel less before recovering.

Section 13-2.02 presents clear zone distances for various roadway conditions. The overall objective of these clear zone values is to achieve the 80%-85% target recovery area for run-off-the-road vehicles on any given roadway.

13-2.02 Application

The calculated clear zone widths presented in Figure 13-2A are recommended values and need not be achieved at all costs. The methodology used to determine the values in this chart are valid and provides the designer with a good frame of reference for making decisions to design safer roadside recovery areas. However, the designer must exercise judgment when applying the distances because they do not apply to every conceivable set of highway conditions. Each application of the clear zone distance must be evaluated individually.

When applying the clear zone distance, the designer must consider right-of-way availability, environmental concerns, economic factors, identification of potential hazards, safety needs and crash histories. The following items further describe the proper usage of the clear zone distances presented in Figure 13-2A:

1. Boundaries. The designer should not use the clear zone distances as boundaries for introducing roadside hazards such as bridge piers, non-breakaway sign supports or utility poles. These should be placed as far from the roadway as practical. Where roadside hazards must be placed along the highway, at a minimum they should be placed at the clear zone boundary and possibly shielded.

Design Speed	Design Year of ADT	Cuts or Fills (Negative Shelf)		Cuts or Fills (Positive Shelf)	
		1:6 or flatter	1:4	1:4	1:6 or flatter
40 mph or less	Under 750	7	7	7	7
	750-1500	10	12	10	10
	1500-6000	12	14	12	12
	Over 6000	14	16	14	14
45 – 50 mph	Under 750	10	12	8	10
	750-1500	14	16	12	14
	1500-6000	16	20	14	16
	Over 6000	20	24	18	20
55 mph	Under 750	12	14	10	10
	750-1500	16	20	14	16
	1500-6000	20	24	16	20
	Over 6000	22	26	20	22
60 mph	Under 750	16	20	12	14
	750-1500	20	26	16	20
	1500-6000	26	30	18	24
	Over 6000	30	30	24	26
65 – 70 mph	Under 750	18	20	14	14
	750-1500	24	28	18	20
	1500-6000	28	30	22	26
	Over 6000	30	30	26	28

Notes:

1. All distances are measured from the edge of traveled way. See Section 13-2.02, Comment #5.
2. See Section 13-2.02, Comment #2, for application of clear zone criteria on fill slopes.
3. See Figure 5H for illustration of a cut section with a positive shelf. See Section 13-2.02, Comment #3, on cut slopes and ditch sections.
4. The values in the table apply to all facilities both urban and rural. See Section 13-2.02, Comment #4, for utility poles in urban areas.

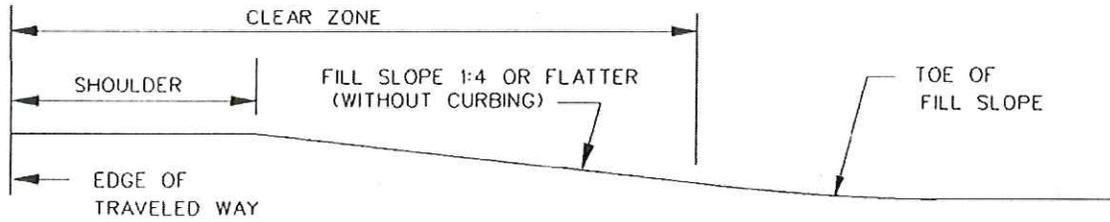
RECOMMENDED CLEAR ZONE DISTANCES (ft)

Figure 13-2A

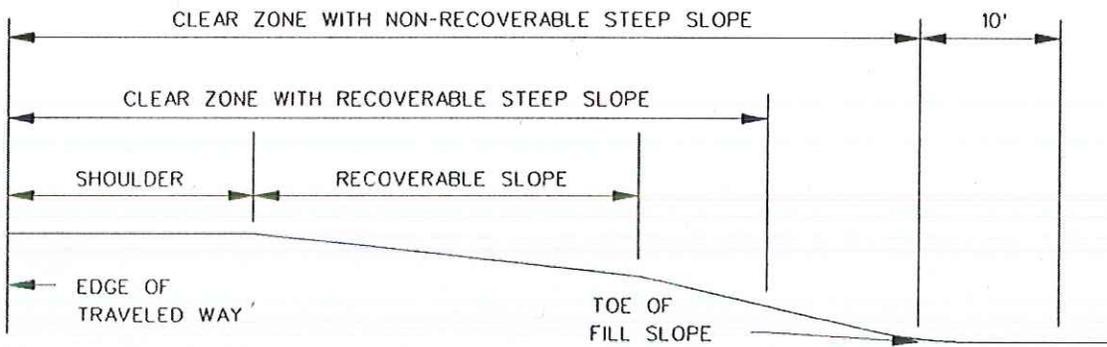
2. Fill Slopes. Figure 13-2A provides clear zone values as a function of design speed, traffic volume, and the rate of fill slopes with a positive or negative shelf. Figure 13-2B illustrates the clear zone application on fill slopes with a negative shelf. Barn-roof fill slopes may be designed with two slope rates where the second slope is steeper than the slope adjacent to the shoulder. See Figure 13-2B(b). This design requires less right-of-way and embankment material than a continuous, flatter slope. Although a “weighted” average of the slopes may be used, a simple average of the clear zone distances for each slope is sufficiently accurate if the variable slopes are approximately the same width. If one slope is significantly wider, the clear zone computation based on that slope alone may be used.
3. Cut Slopes. Figure 13-2A also provides clear zone values as a function of design speed, traffic volume, and the rate of cut slopes with a positive or negative shelf. Figure 13-2C illustrates the clear zone application in a cut section. The designer must also reference Section 13-3.06 for guidance on the proper treatment of drainage features encountered within the clear zone.

The outside limit of rounding for the backslope should be outside of the clear zone. This is illustrated in the typical section figures in Chapters Four and Five. When this is not achievable, the following approach should be used to calculate the clear zone for a ditch section:

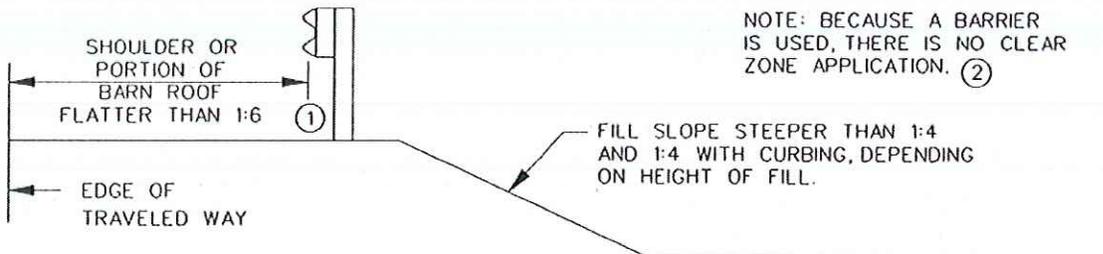
- a. Calculate the percentage of the clear zone from Figure 13-2A (negative shelf) available to the toe of the backslope.
 - b. Subtract this percentage from 100 percent and multiply the results by the clear zone for the backslope from Figure 13-2A (positive shelf).
 - c. Add the available clear zone to the toe of the backslope to the value determined in b. This yields the required clear zone from the edge of traveled way to a point on the backslope.
4. Urban Facilities. A minimum horizontal obstruction-free clearance of 1.5 ft should be provided as measured from the gutter line to any utility pole, sign or traffic signal pole. This distance is not considered a clear zone, but an operational offset. Clear zones to other fixed objects such as buildings should conform to Figure 13-2A. Refer to the Utility Setback and Design Exceptions Procedure in Section 13-2.04.
 5. Auxiliary Lanes. For auxiliary lanes, such as climbing lanes, passing lanes, etc., the clear zone will be the same as for the mainline and will be measured from the outside edge of the auxiliary lane. The clear zone will not normally apply to left- and right-turning lanes at intersections. When evaluating crossover crash potential for undivided roadways, the clear zone will be measured from the left edge of the through traveled way.



RECOVERABLE PARALLEL SLOPE (a)



BARN-ROOF PARALLEL SLOPE (b)



NOTE: BECAUSE A BARRIER IS USED, THERE IS NO CLEAR ZONE APPLICATION. ②

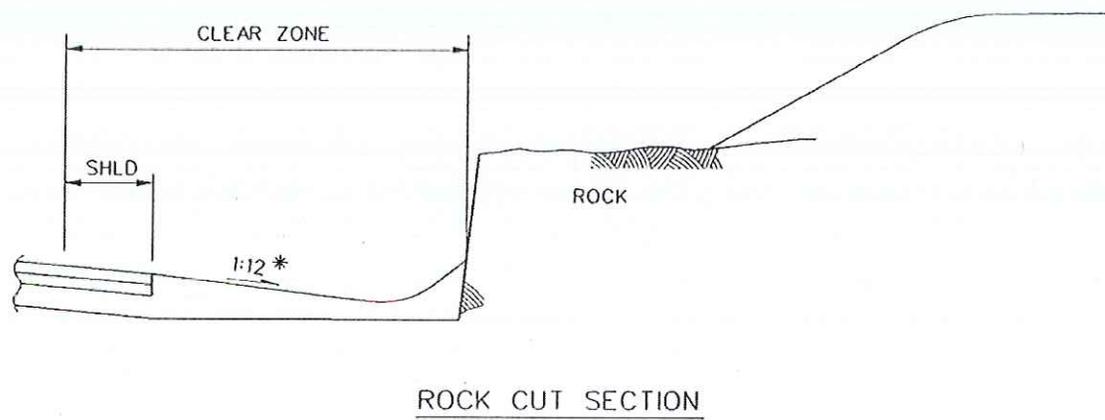
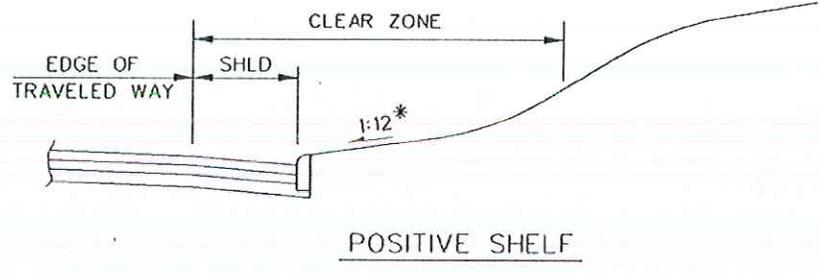
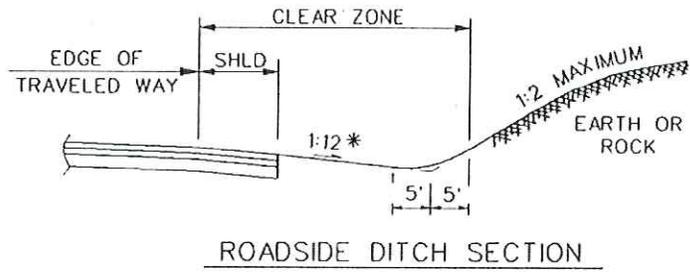
CRITICAL PARALLEL SLOPE (c)

① WHEN GUIDERAIL IS NOT USED AND THE CLEAR ZONE EXTENDS BEYOND THE TOP OF THE SLOPE, A MINIMUM DISTANCE OF 10 FT WILL BE CLEARED AT THE TOE OF SLOPE.

② SEE FIGURE 13-3A TO DETERMINE BARRIER NEED.

**CLEAR ZONE APPLICATION FOR FILL SLOPES
(Negative Shelf)**

Figure 13-2B



* 1:12 TYPICAL, 1:10 MAXIMUM

CLEAR ZONE APPLICATION FOR CUT SLOPES

Figure 13-2C

6. Horizontal Curves. Additional clear zone may be provided on the outside of horizontal curves by the use of curve correction factors that are included in the *RDG*. These increases should be considered only where crash histories indicate a need or where specific investigations indicate a high potential for crashes and where the increase to the clear zone is cost effective.

13-2.03 Rock Removal

Because of the often considerable expense in removing rock to meet roadside clear zone criteria, the Department has adopted a policy specifically for rock removal. If the costs and associated impacts with removing rock to meet the clear zone criteria in Figure 13-2A are reasonable, the designer should meet these criteria. If, however, there are significant negative impacts and/or the costs are major, the designer should evaluate the following factors:

7. Other Benefits. The rock removal may generate benefits other than those for roadside safety. These include:
 - a. improving intersection sight distance;
 - b. improving sight distance around horizontal curves; or
 - c. improving any rock stability, ground water and/or icing problems.

Any additional benefits should be considered when determining the extent of the rock removal.

8. Alternative Improvements. Where the designer determines that retaining the rock within the clear zone presents a significant roadside hazard, the designer should consider alternative improvements to rock removal. These include:
 - a. installing a single-faced concrete barrier or guiderail, and
 - b. providing a positive slope (with rounding at its toe) up to the face of the rock (1:4 or steeper) to provide limited vehicular redirection; see Figure 13-2C.
9. Application. If rock is within the clear zone and more than 18 ft from the edge of traveled way, the ConnDOT Design Exception Committee will review the case and will either:
 - a. determine that rock removal is appropriate because of its crash potential, or
 - b. grant a waiver of the clear zone criteria.

Designers should also discern whether or not the rock is in a condition that may imperil the traveling public by flaking, falling or icing. If so, the designer should evaluate the need for and proper type of roadside barrier protection. This should be documented in the project file and verification sought from the Design Exception Committee.

CONTRACT AWARD
RFP-38 Rev. 3/12/14
Prev. Rev. 1/3/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Pam Anderson
Contract Specialist

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

860-713-5088
Telephone Number

CONTRACT AWARD NO.:

14PSX0103

Contract Award Date:

1 December 2014

RFP Due Date:

29 October 2014

PARTIAL CONTRACT AWARD

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

DESCRIPTION: Equipment Services for CT Dept of Transportation's (CONNDOT) Statewide Advance Traffic Mgmt System

FOR: Department of Transportation

TERM OF CONTRACT:

December 1, 2014 through November 30, 2019

AGENCY REQUISITION NUMBER: DOT ATMS

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$3,000,000.00			\$3,000,000.00

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

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

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

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

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

(<http://www.das.state.ct.us/busopp.asp>)

Company Name: Semac Electrical Co., Inc.

Company Address: 45 Peter Court, New Britain, CT 06050-0638

Tel. No.: 860-229-0800 x 333

Fax No.: 860-229-0406

Contract Value: \$3,000,000.00 est.

1-80-348-4740

Contact Person: Thomas M. Scanlon

Delivery: As Required

Company E-mail Address and/or Company Web Site tscanlon@semacelectric.com www.semacelectric.com

Remittance Address: Same as above

Certification Type (SBE, MBE, WBE or None): None Terms: Net 45 Days Agrees to Supply Political Sub Divisions: NA

APPROVED _____

Carol Wilson

Director of Procurement

(Original Signature on Document in Procurement Files)

CONTRACT

14PSX0103

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Semac Electric Company, Inc.

Awarded Contractor

**EQUIPMENT SERVICES FOR THE CONNECTICUT DEPARTMENT OF
TRANSPORTATION'S (CONNDOT) STATEWIDE ADVANCE TRAFFIC
MANAGEMENT SYSTEM (ATMS)**

Contract # 14PSX0103

Contract Document

RFP-50 Rev. 9/3/14

Prev. Rev. 4/3/14

Contract Table of Contents

1. Definitions
2. Term of Contract; Contract Extension
3. Description of Goods and Services
4. Price Schedule, Payment Terms and Billing, and Price Adjustments
5. Rejected Items; Abandonment
6. Order and Delivery
7. Contract Amendments
8. Assignment
9. Termination
10. Cost Modifications
11. Breach
12. Waiver
13. Open Market Purchases
14. Purchase Orders
15. Indemnification
16. Forum and Choice of Law
17. Contractor Guaranties
18. Implied Warranties
19. Goods, Standards and Appurtenances
20. Delivery
21. Goods Inspection
22. Emergency Standby for Goods and/or Services
23. Setoff
24. Force Majeure
25. Advertising
26. Americans With Disabilities Act
27. Representations and Warranties
28. Representations and Warranties Concerning Motor Vehicles
29. Disclosure of Contractor Parties Litigation
30. Entirety of Contract
31. Exhibits
32. Executive Orders
33. Non-Discrimination
34. Tangible Personal Property
35. Whistleblowing
36. Notice
37. Insurance
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EXHIBIT A - Description of Goods & Services and Additional Terms & Conditions; **EXHIBIT B** - Price Schedule; **EXHIBIT C** - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations; **ATTACHMENT 1** - Federal Wage rates; **ATTACHMENT 2** - Federal Highway Administration (FHWA) Form FHWA-1273; **ATTACHMENT 3** - Traffic Control Plans; **ATTACHMENT 4** - 13-2.0 Clear Zones

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This Contract (the "Contract") is made as of the Effective Date by and between, Semac Electric Company, Inc. (the "Contractor,") with a principal place of business at 45 Peter Court, new Britain, CT, acting by Thomas Scanlon, its President and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Pam Anderson, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

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

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- of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
 - (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A submittal in response to a Request for Proposals.
 - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

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- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from December 1, 2014 through November 30, 2019. The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
- (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of

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the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the

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State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

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

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further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

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- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

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

- 16. Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State

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of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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

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

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

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

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- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the

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nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

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

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- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

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- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and

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shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if

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they had been fully set forth in it. The Contract may also be subject to 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 Client Agency or DAS shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

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(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (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;

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- (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.

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(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.

34. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

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

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such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Pam Anderson

If to the Contractor:

Semac Electric Company, Inc.
45 Peter Court
New Britain, CT 06051
Attention: Thomas Scanlon
Signatory Name: Thomas Scanlon
Title: President

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

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

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- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - (e) Reserved
 - (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
 - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
 - (h) Reserved
38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
41. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a) its certificate of incorporation or other organizational document;
 - b) more than a controlling interest in the ownership of the Contractor; or
 - c) the individual(s) in charge of the Performance.

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

42. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably

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requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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

(a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

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46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which

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the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

51. Cross-Default.

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

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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

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54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.

This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Health Insurance Portability and Accountability Act.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

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

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

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Semac Electric Company, inc.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: _____

Name: Carol Wilson

Print or Type Name

Title: _____

Title: Director of Procurement

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DEFINITIONS

Unless otherwise indicated, the following terms shall have the following corresponding definitions.

a.m.	Ante Meridiem
ASTM	American Society of Testing and Materials
ATMS	Advance Traffic Management System
	ATMS Shop Repairs - Work performed at the Contractor's place of business to repair equipment. This work includes, but is not be limited to, all insurance, parts, labor, materials, testing and debugging of units, preparing and maintaining records, shop repairs and all normal repairs and service work.
BOC	Bridgeport Operations Center
CBYD	Call Before You Dig
CCTV	Closed Circuit Television
CGS	Connecticut General Statutes
ConnDOT	Connecticut Department of Transportation and designated agents
CRESCENT	ConnDOT's Advance Traffic Management Systems Software
DBE	Disadvantaged Business Enterprise
DEEP	Connecticut Department of Energy and Environmental Protection
DMV	Connecticut Department of Motor Vehicles
DOL	Connecticut Department of Labor
Equipment Services	This work includes, but is not be limited to, all insurance, parts, labor, materials, testing and debugging of units, preparing and maintaining records, transportation to and from job sites, all normal repairs and service work and all lane closures.
etc.	Etcetera
FBAS	Flashing Beacon Advisory Signs
FCC	Federal Communications Commission
F.E.I.N.	Federal Employee Identification Number
FHWA	Federal Highway Administration
HAR	Highway Advisory Radio
HD	High Definition
hp.	Horsepower
Hr.	Hour
HVAC	Heating, Ventilation, and Air Conditioning
Hz	Hertz
IFB	Invitation for Bid
in.	Inch

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kw.	Kilowatt
LAN	Local Area Network
LED	Light Emitting Diode
lb.	Pound
LCOM	Local Communicator
LD	Lowering Devices
l.f.	Linear Foot
MBE	Minority Business Enterprise
MFH	Main Fiber Hub
MP&T	Maintenance and Protection of Traffic
NEC	National Electric Code
NOC	Newington Operations Center
NTP	Notice to Proceed
NY	New York
NYS	New York State
OEM	Original Equipment Manufacturer
Off Hours Repair	Labor, travel, vehicles, insurance, equipment and tools required during the Off Hours Work Period. (defined on page 4 #7)
OSHA	Occupational Safety and Health
OTDR	Optimum Time Domain Reflectometer
p	Pixels
P.O.	Post Office
p.m.	Post Meridiem
Psi	Pounds per square inch
PVMS	Portable Variable Message Signs
Regular Hours Repair	Labor, travel, vehicles, insurance, equipment and tools required during the Regular Hours Work Period (defined on page 4 #6).
Replacement Parts	Any part required to repair equipment.
RFP	Request For Proposals
RWIS	Roadway Weather Information System
SBE	Small Business Enterprise
TFM	Traffic Flow Monitor
US	United States
V	Volt
VMS	Variable Message Sign
WAN	Wide Area Network

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

2. REQUIRED SERVICES

Contractor shall provide the necessary support services required to keep the Client Agency's ATMS (Category A) operating to the original installation and manufacturer's specifications.

The equipment locations are noted in the attached Price Schedule (Exhibit B). The equipment provides roadway related information to the following Client Agency locations: Bridgeport Operations Center (BOC) for the I-95 Corridor is located at the State Police Troop G Barracks, 149 Prospect Street, Bridgeport, CT. Newington Operations Center (NOC) for the Hartford Area and other locations is located at Client Agency's Central Headquarters, 2800 Berlin Turnpike, Newington, CT. The Main Fiber Hub is located on the I-84 Westbound Exit 50 off ramp in Hartford, CT.

Client Agency's ATMS includes:

<u>Category</u>	<u>System Component</u>	<u>Description</u>
A	System Component #1	Maintenance of ATMS Closed Circuit Television (CCTV)
A	System Component #2	Maintenance of ATMS Variable Message Signs (VMS)
A	System Component #3	Maintenance of ATMS Flashing Beacon Advisory Signs (FBAS)
A	System Component #4	Maintenance of ATMS Highway Advisory Radio (HAR)
A	System Component #5	Maintenance of Main Fiber Hub (MFH) on Exit 50 off Ramp, I-84 Westbound, Hartford Ct.
A	System Component #6	ATMS Shop Repairs

3. STANDARDS

Contractors supplying services shall comply with the current Connecticut Occupational Safety and Health (OSHA) Standards, Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations.

4. FORM 816

Form 816 is the Client Agency's "Standard Specifications for Roads, Bridges and Incidental Construction" ("FORM 816"). Work is to be in accordance with FORM 816 including all supplements and other applicable standards. A hard copy of FORM 816 may be purchased from:

State of Connecticut
Department of Transportation
Engineering Records and Reproduction
160 Pascone Place
Newington, CT 06111

The price is twenty dollars (\$20.00) if FORM 816 is mailed and sixteen dollars (\$16.00) if FORM 816 is picked up. Checks are to be made out to: Treasurer – State of Connecticut.

OR

You may access Form 816 on the Client Agency's website at:
<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=455784>

In the event of a dispute regarding materials and/or work processes, FORM 816 would prevail.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

5. REQUIRED FEDERAL CONTRACT PROVISIONS

Federal Highway Administration (FHWA) Form FHWA-1273 is incorporated into this Contract as Attachment 2.

Federal Wage Rates may apply to certain work carried out under this Contract. Information regarding Federal Wage Rates, including contact information, is available on the following website:

<http://www.dol.gov/compliance/laws/comp-dbra.htm>

Please see Attachment 1 for more information.

A traffic controller/flagger is not performing a mechanic and laborer's function under this Contract; and therefore may be paid at the minimum wage or above.

6. HOURS

Regular Hours Work Period

The hours between 7:30 A.M. and 3:30 P.M, Monday through Friday are considered regular hours (the "Regular Hours Work Period"), excluding the following holidays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

7. Off-Hours Work Period

All work outside the Regular Hours Repair Work Period is considered as off-hours work ("Off Hours Work"). The hourly rate for both Regular Hours Repair Period and Off-Hours Work will be based on one (1) person working for one (1) hour of work including, but not limited to, all travel, equipment, vehicles, tools, test equipment, etc.

8. PAY ITEMS CATEGORY A

Equipment Services

Method of Measurement:

This work shall be measured for payment by each occasion of Equipment Services completed per location.

Basis of Payment:

Equipment Services will be paid for at the Contract unit price per occasion per location, when work is completed; monthly in arrears. Each price includes service on all equipment locations as described in Exhibit B.

Pay Item

Equipment Services

Pay Unit

Ea.

ATMS Shop Repairs

Method of Measurement:

This work will be measured for payment by the actual number of ATMS Shop Repairs hours performed.

Basis of Payment:

This work will be paid for at the Contract hourly rate for each man-hour actually performed; no additional payment because of time of day or day of week will be authorized. ATMS Shop Repairs must be approved in writing by the Client Agency prior to the start of work.. When directed by the Client Agency, the Contractor shall work in tandem with other contractors to complete required repairs.

Pay Item

ATMS Shop Repairs

Pay Unit

Hr.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

9. PAY ITEMS CATEGORY A

Regular Hours Repair

Method of Measurement:

This work will be measured for payment by the actual number of hours of work performed during the Regular Hours Repair Period.

Basis of Payment:

This work will be paid for at the Contract hourly rate for each man-hour actually performed; no additional payment because of time of day or day of week will be authorized. Regular Hours Repair must be approved by the Client Agency in writing prior to the start of work. When directed by the Client Agency, the Contractor shall work in tandem with other contractors to complete required repairs.

Pay Item
Regular Hours Repair

Pay Unit
Hr.

Off-Hours Repair

Method of Measurement:

This work will be measured for payment by the actual number of hours of Off-Hours Repair performed.

Basis of Payment:

Off Hours Repair must be approved by the Client Agency in writing prior to the start of any work. When directed by the Client Agency, the Contractor shall work in tandem with other contractors to complete the required repairs.

Pay Item
Off Hours Repair

Pay Unit
Hr.

Maintenance and Protection of Traffic (MP&T)

MP&T will be paid for the at the Contract unit price per lane closure per location for Traffic Control Plans as described in Attachment 3. During the time period directed by the Client Agency, the Contractor shall be required to close the lane or shoulder on any multi-lane roadway or turning roadway while maintaining and protecting traffic on remaining lanes in accordance with attached Traffic Control Plans 1, 2, 3, 4, 6, 7, 8, 9, 10 and 13 all as described in Attachment 3.

Lane and/or shoulder closures will be required during repair only when work is being performed in the area of the roadway. Lane and/or shoulder closures will require prior written approval from the Client Agency. The Contractor will not be paid for the lane closures in the event the Regular Hours Repair and Off-Hours Repair will take less time than the set-up and breakdown of the lane closure. Areas where the work is outside the 13-2.0 Clear Zones as described in Attachment 4 or off the road. In the event the maintenance interferes with the safe work or traffic passage, Client Agency and Contractor shall agree to the implementation of the lane closure. The Contractor will coordinate all lane closures with the Client Agency and applicable District Maintenance and Construction offices, and if directed by the Client Agency, the Contractor will be permitted to provide Off-Hours Repairs during the above periods. The Contractor will be required to coordinate all work with other Contractors who may be working in the same areas, to avoid any conflicts. Costs for MP&T include all necessary signs, sign trucks, cones, drums, labor etc. necessary to meet the requirements of the Traffic Control Plans described in Attachment 3. Traffic Control Plans; 1, 2, 3, 4 and 10 include two (2) truck mounted impact attenuator vehicles and one (1) police officer.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Method of Measurement (MP&T, Traffic Control Plans described in Attachment 3): This work will be measured for payment by the actual number of Contractor executed Traffic Control Plans.

Basis of Payment (MP&T, Traffic Control Plans described in Attachment 3):

MP&T for Maintenance Traffic Control Plans will be paid for at the Contract unit price per Traffic Control Plan executed by the Contractor. Rates include all necessary signs, sign trucks, truck mounted attenuator (If required), cones, drums, labor, police officer(s) (If required), insurance, etc. necessary to meet the requirements of the Contractor executed Traffic Control Plans.

<u>Pay Item</u>	<u>Pay Unit</u>
MP&T for MTCP 1	Ea.
MP&T for MTCP 2	Ea.
MP&T for MTCP 3	Ea.
MP&T for MTCP 4	Ea.
MP&T for MTCP 6	Ea.
MP&T for MTCP 7	Ea.
MP&T for MTCP 8	Ea.
MP&T for MTCP 9	Ea.
MP&T for MTCP 10	Ea.
MP&T for MTCP 13	Ea.

MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall close the outside (right) lane, left lane, center lanes or shoulder on any multi-lane roadway while maintaining and protecting traffic on remaining lanes in accordance with the Traffic Control Plans described in Attachment 3 as approved for each circumstance by the Client Agency prior to execution. Client Agency may require modifications to Contractor proposed Traffic Control Plans from time to time. Lane and/or shoulder closures are required when work is being performed in or over the travel and/or shoulder areas of the roadway. All closures require prior approval from the Client Agency. The Contractor will not be paid for lane closures in the event the work will take less time than the set-up and breakdown of the lane closure. Lane closures and shoulder closures will be paid for under separate items when invoiced). The Contractor shall coordinate all lane closures with Client Agency, and if directed by Client Agency, the Contractor shall be permitted to provide emergency repairs to the system components listed in section 2. Required Services. The Contractor shall coordinate all work with other Contractors who may be working in the same areas, to avoid any conflicts. This item includes all necessary signs, sign trucks, cones, labor etc. necessary to plan and execute applicable Traffic Control Plans or emergency measures. Contractor shall ensure that all of its employees and subcontractors wear FWHA/ConnDOT field safety apparel as required.

Replacement Parts

Replacement Parts will be paid for at the OEM published price list or authorized manufacturers reseller price list plus a 15% mark-up on the material only. The Contractor shall submit the manufacturer's invoice, or current manufacturer's catalog or price list to the Client Agency in order to receive payment in accordance with the provision noted above. Replacement parts available through original equipment manufacturers (OEM) or existing Client Agency inventory must be used whenever possible.

<u>Pay Item</u>	<u>Pay Unit</u>
Replacement Parts	Ea.

10. LICENSE REQUIREMENTS

Where applicable, Contractors shall meet the license requirement of Chapter 393 - electricians, plumbers, heating, piping and cooling contractor's journeyman, elevator and fire protection sprinkler craftsmen of the Connecticut General Statutes. The Contractor shall submit a copy of its E-1 Electrician - Unlimited electrical contractor's license, and a copy of its E-2 Electricians - Unlimited electrical journeyman's license (if company intends to have an E-2 working under the supervision of an E-1), and any other

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licenses required by law for employees working under the authority of this Contract prior to beginning any related work.

Throughout the Contract term the State shall verify the licensing credentials of the Contractor from time to time.

The E-1 holder must be employed by the Contractor. Apprentices must be in an apprentice program with the State of Connecticut. The ratio of E-1 to E-2 apprentices must be one-to-one.

11. ENVIRONMENTAL COMPLIANCE

Contractors shall be required at all times to be in compliance with the environmental standards criteria and regulations promulgated by the Connecticut Department of Energy and Environmental Protection (DEEP). During any period that a Contractor is found to be in non-compliance, no new purchase orders will be issued by the Client Agency. The Contractor shall comply with Article 1.07.16 and Article 1.10.03 of FORM 816 and the Client Agency's Best Management Practices.

12. EQUIPMENT INSPECTION

The Client Agency reserves the right to inspect a Contractor's equipment or facility at any time to determine if the Contractor is qualified to perform the services required by this Contract.

13. DOCUMENTATION OF INSPECTIONS

The Contractor shall provide within ten (10) days of inspection, complete, detailed documentation to Client Agency identifying deficiencies and all recommended repairs.

14. TRANSPORTING EQUIPMENT

All equipment is to be insured and properly lighted as required by the Department of Motor Vehicles (DMV). All equipment is to be equipped with any required warning devices. The cost of transporting equipment to and from the area in which it will be used is the responsibility of the Contractor. No transportation charges, setup or breakdown fees or charges are allowed.

15. SAFETY EQUIPMENT

The Contractor shall insure that all proper safety items are worn by all personnel at each job site.

16. SECURITY

The Contractor must adhere to established security and/or property entrance policies and procedures established for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises.

17. PURCHASE ORDERS:

Questions concerning purchase orders are to be directed to Client Agency's Processing Unit at 860-594-2070.

18. INVOICE SUBMITTAL

The Contractor shall submit any and all invoices for Client Agency related to work completed in a calendar month by the fifteenth (15th) day of the following month for payment. Any invoices received after the fifteenth (15th) day will be processed in the following month.

19. INSPECTION

The Client Agency has the right to inspect all work completed before approving payment.

20. INVOICES AND PAYMENTS:

Client Agency's Accounts Payable Unit through the Comptroller's Office will issue payments. Payment and invoicing inquiries should be directed to Client Agency's Accounts Payable Unit at 860-594-2305.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

All invoices must include:

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

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

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

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

State of Connecticut payment terms are net 45 days.

State of Connecticut General Statutes prohibit any Client Agency from making prepayments for repair or maintenance service. All payments must be made in arrears.

21. PRE-CONSTRUCTION MEETINGS

Pre-construction/progress meetings may be scheduled by the Client Agency as needed. Such meetings shall be held at a site to be determined by the Client Agency, at no additional cost to the State.

22. SUBCONTRACTORS

the Client Agency must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractors acknowledge that any work provided under the Contract is work conducted on behalf of the State and that the Commissioner of Client Agency or his representative may communicate directly with any subcontractor as deemed necessary or appropriate. The Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to the Client Agency upon request. The Contractor must perform a minimum of 51% of the services described in the specifications.

23. RESPONSE TIME

The Contractor shall service and maintain the equipment described herein. Contractor shall be available to service and maintain all equipment on a twenty-four (24) hours per day, seven (7) days per week basis. The Contractor shall provide a suitable means of communication between the Contractor and the Client Agency. This shall include a twenty-four (24) hour telephone number for contacting Contractor personnel along with an e-mail address and fax number for daily communications and log activities. Emergency maintenance repairs must commence not more than eight (8) hours after notification by the Client Agency and be completed within twenty-four (24) hours of notification. The time and dates of Equipment Services work must be mutually agreed between the Contractor and the Client Agency. Equipment Services (if

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

required) must be completed for all sites requested by the Client Agency within five (5) months of the Contract start date or mutually agreed dates between the Contractor and the Client Agency.

24. REPORTING OF REGULAR/OFF HOURS REPAIRS

When a major malfunction of the video equipment system occurs, it will be reported by the Client Agency to the Contractor via the twenty-four (24) hour emergency telephone number. The Contractor shall dispatch its service personnel, who shall arrive at the required location(s) within eight (8) hours of notification. The Contractor shall notify the Client Agency immediately by telephone upon arrival at the required location. The Contractor shall notify the Client Agency immediately upon completion of the work operation and confirm with the Client Agency's Representative that the task has been completed prior to leaving the site. This notification procedure must be followed for each work site the Contractor is dispatched to.

25. LIMITATION OF OPERATIONS

The Contractor shall conduct the work at all times in such a manner and in such sequence as will ensure the least interference with traffic that is practicable. The Contractor shall plan the location of detours and the provisions for handling traffic.

In order to provide minimum disruption of traffic operations, the Contractor shall not be permitted to perform Equipment Services that will directly interfere with traffic operations for all roadways except where noted, during the following periods or as directed by the the Client Agency representative:

- On Monday through Friday between 6:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 7:00 p.m.
- On all Saturdays and Sundays on I-95.
- Federal Holidays.
- On the day before and day after Federal Holidays.

26. TRAFFIC CONTROL OF SHORT DURATION

The Contractor shall adhere to the following best practices for traffic control of short durations: Short duration activities are generally considered to be those in which it takes longer to set up and remove the traffic control zone than to perform the work. Typically, such operations can be accomplished in thirty (30) minutes or less. During short duration work, there are hazards involved for the crew in setting up and taking downs traffic controls. Also, since the work time is short, the time during which the motorists are affected is significantly increased as the traffic control is expanded. Considering these factors, it is generally held that simplified control procedures may be warranted for short-duration work. Such shortcomings may be offset by the use of other, more dominant devices such special lighting units (arrow boards, strobe lights) on work vehicles in conjunction with traffic cones to delineate the work vehicle and/or work area. Conditions may vary. Flaggers and "Advance Warning Workers Ahead" signs or symbols may also be needed. The Contractor shall contact the Client Agency for final written approval of necessary traffic control devices and measures for short durations twenty-four (24) hours before the start of related work.

27. LANE CLOSURES

The closures noted for each location in Exhibit B are required. The Client Agency reserves the right to direct the Contractor to conduct other closures or modify those identified, at its sole discretion.

28. CLIENT AGENCY PARTICIPATION FOR SPARE OR REPLACEMENT EQUIPMENT

The Client Agency reserves the option of supplying to the Contractor spare parts or any component, part or assembly that the Contractor needs to replace parts or equipment that have been damaged due to traffic accident, vandalism, theft or catastrophic Act of God.

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29. REPLACEMENT PARTS

All replacement parts must be OEM or existing Client Agency inventory whenever possible. When parts are available through existing Client Agency inventory, the Contractor (with approval from Client Agency) shall draw out required loan equipment from Client Agency inventory. As soon as possible and to Client Agency's satisfaction the Contractor shall provide replacement equipment to be re-entered into Client Agency's inventory located at the Darien, East Haven and Rocky Hill Stores facilities. Any non-salvageable equipment deemed inoperable and replaced, i.e., locks, relays, etc. must be turned over to Client Agency. Failure to do so will result in Client Agency purchasing the item and taking the cost of replacement including any restocking charges or administrative charges as a deduction from what is owed the Contractor. At Client Agency's discretion, Client Agency may also charge a restocking fee for any parts re-entered into Client Agency inventory. Contractor shall supply all other miscellaneous equipment (wire, connectors, and relays) from the OEM if needed.

30. REPORTING MALFUNCTIONS

Each normal workday, at approximately 07:00 a.m., Client Agency, shall fax or e-mail a status information form to the Contractor.. This form will contain a list of all malfunctioning video and traffic flow monitor equipment requiring service. Upon review of this form, the Contractor shall provide a list to Client Agency, stating support services that are scheduled for the current day, including their estimated starting time and route, if field equipment is to be serviced. The Contractor shall keep a neat and accurate logbook of all malfunctions received. This logbook must include a malfunction/repair form supplied by Client Agency, and is to be completely filled out by the Contractor. A separate form must be filled out for each service call. The logbook must be submitted monthly to Client Agency for review and approval by the fifteenth (15th) calendar day of the following month.

- A) The Contractor, as requested by Client Agency shall be required to take pictures onsite at various field locations in order to determine the extent of field conditions. The Contractor while in the field is required to send images from a mobile electronic device back to the Client Agency representative. The images submitted from the field shall be of HD quality and at a minimum of 1080p resolution.

31. REPORTING OF VANDALISM, THEFT OR TRAFFIC ACCIDENT

When in the course of Regular Hour Repair, Off-Hours Repair or Equipment Services, the Contractor discovers equipment damaged as a result of vandalism, theft or traffic accident, Contractor shall immediately report same to the State Police. The Contractor shall also report the incident to Client Agency as soon as possible during normal working hours. In cases when the damage is immediately repairable in the field, the Contractor shall repair the damage "on the spot" after the State Police have completed their investigation.

32. KNOCKDOWNS

All knocked down or damaged equipment must be removed from the highway within the next working day by Client Agency and subsequently handed over to the Contractor for repair or removed by the Contractor. In times of emergency, when it is imperative that an accurate assessment of damage and units be removed from the highway with minimum delay, the Contractor shall be available and ready to access and remove (if needed) the unit within eight (8) hours of the reported incident, if so directed by Client Agency. A written report on the condition of the equipment and the estimated cost of repairs must be provided to Client Agency within ten (10) calendar days after the Contractor receives the equipment. In the event the knockdown damages the structural capacity of the camera pole, camera pole foundation, VMS structure, VMS structure foundation, Portable Variable Message Signs (PVMS) concrete pad, the Contractor shall obtain at the request of Client Agency three (3) written quotes for repair or replacement of any or all of the structural equipment listed herein this contract. The quoted material must meet all of Client Agency's current standards.

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33. REPLACEMENT OF KNOCKED DOWN EQUIPMENT

The Contractor shall normally reinstall knocked down equipment as soon as possible. In cases when the infrastructure is not available or erected, the Contractor shall reinstall the equipment within twenty-four (24) hours from the time the structure is available for attachment.

34. REMOVAL OR RELOCATION OF EQUIPMENT

The Contractor, at the written order of Client Agency, shall remove any equipment for reinstallation in any other location designated by Client Agency.

35. EQUIPMENT SHOP REPAIRS

The Contractor shall provide a repair shop within two (2) hours driving time (average) to any location within the contract area.

Each component serviced in the Contractor's or manufacturer's service shop must have a report sheet supplied by Client Agency, and completely filled out by the Contractor. These report sheets, along with any invoices for each service provided, shall be submitted monthly to a location(s) specified by Client Agency for review and approval by the fifteenth (15th) calendar day of the following month. The Contractor shall provide a quarterly physical inventory of all parts and report in the next invoice period.

36. ADJUSTMENTS: (This Section Applies to System Component #1 (CCTV), System Component #2 (VMS), System Component #5 (MFH))

- A. The Contractor shall pay Client Agency the sum of \$500.00 per day for each field control location which is not serviced within three (3) working days from the date it was first reported on the daily fax report
- B. The Contractor shall pay the sum of \$500.00 a day for not responding within eight (8) hours to major malfunctions as such malfunctions are identified by the Client Agency. .
- C. For major malfunctions, the Contractor shall pay Client Agency the sum of \$500.00 a day for the number of days beyond the first day the equipment is malfunctioning. If the Contractor can show, with reasonable certainty, that he responded promptly and made every attempt to repair major malfunctioning components and has promptly ordered renewal parts by the best available methods, then at the discretion of the Client Agency, there will be no such charge to the Contractor.

37. ADDITION AND REMOVAL OF LOCATIONS

Locations may be added, removed or relocated. Any change in locations may occur at any time for the duration of the Contract and extensions thereto. The Contractor shall be notified by the Client Agency prior to any work being added, removed or relocated by this Contract. The Client Agency shall provide written documentation and plans to the Contractor for the additional locations. Repair to the additional locations shall be paid for using the pay items listed herein. The Contractor shall not receive payment for locations removed from the Contract.

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38. SYSTEM COMPONENTS 1-6 TECHNICAL SPECIFICATIONS

SYSTEM COMPONENT #1 - TECHNICAL SPECIFICATION

**Maintenance of ATMS (CCTV)
Statewide - Various Towns and Various Routes**

OVERVIEW

The purpose of this technical specification is to provide the necessary support services required to keep the Client Agency's CCTV System operating to the OEM specifications. The equipment locations are noted in Exhibit B Price Schedule.

CONTRACTOR PERSONNEL

The Contractor shall use only qualified technicians to test and/or repair the system equipment. Qualified technicians are those individuals who are certified by the original equipment manufacturer (OEM) for servicing, supplying and repair of CCTV and Traffic Flow Monitors (TFM) equipment are capable of maintaining the CCTV and TFM for the duration of the Contract. The Contractor shall have a minimum of two (2) certified technicians to service both the CCTV and the TFM for the duration of the Contract. Failure to obtain certifications may result in termination of the Contractor from the Contract. The awarded Contractor shall be responsible for all costs in maintaining the necessary technician certifications for the duration of the Contract. The Contractor is responsible for replacing any certified technician at the Contractor's expense retaining the minimum number of certified technicians for the duration of the Contract. The names and qualifications of the technicians, along with two (2) copies of all technician training certificates, shall be on file with the Client Agency at all times. If subcontractors are to be utilized to perform work with specific equipment, the training certificates must be provided to the Client Agency prior to the start of work and meet the qualified technician requirements.

Non-qualified personnel may be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two (2) field site locations can be serviced simultaneously should the need arise.

EQUIPMENT TO BE SERVICED

The Contractor shall support or repair existing equipment including, but not limited to, the following: camera units, TFM, camera poles, camera pole foundations, enclosures, pan and tilt units, code converters, field equipment cabinets, mini-hub cabinets, key holes and locks, cables and connectors from field cabinets to camera assemblies, field equipment cabinet foundations, concrete pads, electrical service cabinets, cables and connectors from field cabinets to camera assemblies, surge suppression, port sharing devices, optical video data transmitters and optical video data receivers, all fiber optic appurtenances, all associated wiring, and connectors (see locations listed below). Locations with TFM and lowering devices (LD) are listed with the respective camera number:

EQUIPMENT SERVICES CHECKS

Contractor shall submit a service schedule, including proposed service dates, to Client Agency for review and approval. Such service schedule may be required to be modified from time to time at Client Agency request. The Contractor shall service all field equipment at intervals recommended by the OEM, but not exceeding one (1) year between each servicing

In the performance of Equipment Services, the Contractor shall use only OEM replacement parts and materials or parts and materials of equal or better quality. No change or modification to the standard equipment may be made in any way without written approval from the Client Agency. The Equipment Services work must be carried out in accordance with the OEM's recommendations and the Equipment Services checklist provided by the Client Agency. The Equipment Services at each location shall include, but is not limited to the following:

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- Cabinet Exterior - Check for damage to grouting, confirm any signs of erosion or water leakages and clean and repair door, key, lock and hinges as needed.
- Cabinet Interior - Check for proper operation of fan, heater, thermostat, dust filter and light. Replace or repair as needed. In addition, check conduits, conduit sealant, ducts and general condition of wiring, equipment grounding, and confirm any signs of rodent or insect infestation. Clean replace damages and repair as needed.
- Camera Unit - Clean faceplate of tube cameras, clean inside and outside of dome bubble with a clean micro fiber cloth. Check and repair any evidence of water or insect intrusion or moisture build-up. Check all exposed wiring and connectors and repair if needed. Contractor shall contact the Client Agency from location prior to exiting the location to perform a final review.
- The Contractor shall clean the camera lens using a clean micro fiber cloth. The Contractor shall be familiar with best practices for cleaning sensitive camera lens.
- Electrical Service cabinet - Check for damage, grouting, erosion, door, key and lock operation and repair as needed. Check conduit, conduit sealant, and ducts, general condition of wiring, equipment grounding, and any signs of rodent or insect infestation. Replace or repair as needed. Clean and vacuum interior of service cabinet of all foreign matter.
- The Contractor shall complete the Equipment Services checklist upon completion of each service performed. These checklists shall be submitted monthly to the Client Agency for approval by the fifteenth (15th) calendar day of the following month.
- Use OEM software to check all diagnostic functions for camera and TFM equipment. Diagnose and repair any faults reported by the software.
- Provide one (1) copy of the field completed check lists to the appropriate Client Agency representative.

SYSTEM COMPONENT #2 - TECHNICAL SPECIFICATION

Maintenance of ATMS (VMS) Statewide - Various Towns and Various Routes

OVERVIEW

The purpose of this component is to provide the necessary support services required to keep the Client Agency's Variable Message Sign (VMS) equipment operating to the OEM specifications. The VMS locations, including PVMS located on highways and Maintenance garages. Assignments are noted on Exhibit B.

CONTRACTOR PERSONNEL

The Contractor shall use only qualified technicians to test and/or repair the system equipment. Qualified technicians are those individuals who are certified by the original equipment manufacturer (OEM) for servicing, supplying and repairing VMS and PVMS. Contractor technicians shall be capable of maintaining the VMS and PVMS for the duration of the Contract. The Contractor shall retain a minimum of two (2) certified technicians to service both the VMS and the PVMS for the duration of the Contract. Failure to maintain certifications may result in termination of the Contractor. The Contractor is responsible for replacing any certified technician at the Contractor's expense to maintain the minimum number of certified technicians. The names and qualifications of the technicians, along with two (2) copies of all technician training certificates, shall be provided by Contractor and on file with Client Agency throughout the duration of the Contact. If subcontractors are to be utilized to work with specific equipment, the training certificates must be provided to the Client Agency prior to the start of work and meet the qualified technician requirements.

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Non-qualified personnel may be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two (2) field site locations can be serviced simultaneously should the need arise.

SPECIAL REQUIREMENTS (State of New York)

The Contractor shall ensure that any work operations performed at New York State Client Agency locations conform to and meet all electrical and construction code requirements, as well as all work and insurance requirements at the state and/or local level. In addition, the Contractor is responsible for obtaining all necessary work permits, vehicle permits, and insurance permits to perform work in the State of New York at the locations listed within this Contract. Notification to the proper New York State agency prior to commencement of work activities is the responsibility of the Contractor. The Client Agency shall provide the Contractor with a New York State agency contact list for this type of work.

VMS EQUIPMENT TO BE SERVICED

The Contractor shall support or repair VMS and PVMS including but not limited to, signs, VMS structures, structure foundations, cabinets, cabinet foundations and concrete pads, electrical service, electrical service cabinets, local sign control equipment, modems, fiber optic interface equipment, conduits, cables, wire, and remote computer control equipment.

The Contractor is required to coordinate with the sign manufacturer and Client Agency to perform any sign controller software or firmware changes required to ensure compatibility with CRESCENT.

PORTABLE VARIABLE MESSAGE SIGNS

The Contractor shall maintain all PVMS equipment listed in Exhibit B. Repairs will be made at various locations throughout Connecticut, including field sites located on Connecticut roadways. Preventive maintenance must be performed at the "assigned garage" location or highway location for PVMS on concrete platforms. The Contractor shall maintain all PVMS equipment, including but not limited to, trailer, signs, concrete pad, (if necessary) solar panel, sign controller, cell modems, batteries, suspension, wheels and electrical system.

The Contractor is required to coordinate with the sign manufacturer and Client Agency to perform any required portable sign controller software or firmware changes to ensure compatibility with CRESCENT.

EQUIPMENT SERVICES CHECKS

Within thirty (30) days of the beginning of the Effective Date, an Equipment Services service schedule, including proposed service dates, must be submitted to the Client Agency for review and approval. The Contractor shall service all VMS field equipment at intervals recommended by the OEM, but not exceeding one (1) year. The Equipment Services service at each VMS location shall follow the OEM's requirements, including but not limited to, the following:

- Clean thoroughly the front face of the sign, inside and outside (where applicable).
- Clean exterior sign louvers. Clean LED's if necessary. Inspect and clean exhaust and drain holes.
- Check for evidence of water intrusion and/or leaks and repair/seal as necessary.
- Check and replace any damaged sign or controller cabinet door gaskets.
- Check, and replace if necessary, the sign illumination lamps (where applicable).
- Open the local sign control cabinet and check for build up of dust or moisture. Clean inside of units and repair any moisture leaks.
- Replace dust filters in the sign and cabinet. Check internal cabinet light and replace and repair as necessary.
- Ensure proper operation of all sign pixel/cubes by visually observing the sign face during operation of the appropriate pixel/cube test procedures.
- Check sign and controller operation and repair or replace parts as required. The internal diagnostic functions of the equipment must be used for this operation.

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- Ensure all sign and controller connectors are secured and cables are not damaged in any way. Repair, replace or lockdown with wire straps where needed.
- Ensure that all internal hardware is tightly secured.
- Check sign supports for secure attachment, rust and any type of damage.
- Check temperature sensor and illumination control (photocell) sensors for proper responses and replace as needed.
- Check, calibrate and repair sign power supplies as needed.
- Check and repair all ventilation, cooling fans, heaters/defoggers, thermostats and related equipment.
- Use the latest approved manufacturer software to check all diagnostic functions for VMS or PVMS sign controllers. Diagnose and repair any faults reported by the software.
- Ensure that the latest firmware is applied and update as needed.
- Inspect electrical service cabinet exterior checking for damage to cabinet, grouting, erosion, key and door operation and repair as needed.
- Electrical service cabinet interior - Check for damage to grouting, erosion, door and lock operation, lubricate and repair as needed. Clean and vacuum interior of service cabinet all foreign matter.
- Check conduit, conduit sealant, ducts, and general condition of wiring, equipment grouting, for any signs of rodent or insect infestation. Remove infestation, clean, replace and repair any damaged or contaminated parts as needed.
- Check PVMS battery operation and water levels, and repair or replace as needed.
- Check PVMS trailer safety operation, including lights, electrical system, external wires, tires, lug nuts, and suspension. Replace repair and lubricate where necessary.
- Check PVMS sign, sign trailer support legs, PVMS concrete pad (if applicable), connectors, cabinets, electrical service (If applicable), electrical service cabinets and electrical service cabinet locks, lubricate and repair where needed.
- Check PVMS hydraulic fluid level confirm any leaks and address and resolve any problems found.
- Check PVMS antenna and coax cable for damage or loose connections and confirm that all connection points are tight and secured.
- Inspect and clean PVMS solar panel, wires and connections repairing or replacing where/when needed.
- Lubricate all enclosure doors, locks and hinges as needed.
- Provide one (1) copy of the field completed check lists to the Client Agency representative.

The Contractor shall complete the Equipment Services checklist upon completion of each service performed. These checklists must be submitted monthly to the Client Agency for approval by the fifteenth (15th) calendar day of the following month, at which time it shall become the property of the Client Agency.

SYSTEM COMPONENT #3 - TECHNICAL SPECIFICATION

Maintenance of ATMS (FBAS) Statewide - Various Towns and Various Routes

OVERVIEW

The purpose of this component is to provide the necessary support services required to keep the Client Agency's Flashing Beacon Advisory Sign (FBAS) equipment operating to the OEM specifications. The FBAS locations are noted in Exhibit B.

CONTRACTOR PERSONNEL

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Non-qualified personnel may be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two (2) field site locations can be serviced simultaneously should the need arise.

FBAS EQUIPMENT TO BE SERVICED

The Contractor shall maintain FBAS including but not limited to signs, sign supports, sign support foundations, batteries, solar charger, solar panel, beacon heads, flasher device, paging control unit, paging antenna, and all associated wiring and relays at the locations listed in Exhibit B.

EQUIPMENT SERVICES CHECKS

Within thirty (30) days of the beginning of the Effective Date, an Equipment Services service schedule, including proposed service dates, shall be submitted to Client Agency for review and approval. The Contractor shall service all FBAS field equipment at intervals recommended by the OEM, but not exceeding one (1) year. The Equipment Services at each FBAS location must follow the OEM's requirements, including but not limited to, the following:

- 1) Clean thoroughly the front face of the sign, beacon heads and solar panels.
- 2) Check and replace/repair any damaged beacon heads, solar panels, solar chargers, paging controllers, and cabinet door gaskets.
- 3) Test beacon operation via both manual override and paging service.
- 4) Open both the controller and battery cabinets and check for build up of dust, moisture, or corrosion and clean as necessary. Clean and vacuum interior of cabinet.
- 5) Check and re-lamp (if necessary) the failed flashing beacons.
- 6) Use manufacturer supplied software to check all diagnostic functions for the pager controller. Diagnose and repair any faults reported by the software.
- 7) Check battery operation under normal load conditions, replace batteries when necessary.
- 8) Ensure all beacon and controller connectors/hardware are secure and cables are not damaged in any way. Ensure that all internal hardware is tight.
- 9) Check sign supports for secure attachment, rust and any type, and damage. Report any damage or conditions that require repair work to the Client Agency.
- 10) Lubricate all enclosure locks and hinges as needed.
- 11) Provide one (1) copy of the field completed check lists to the the Client Agency representative.

In the performance of the work, the Contractor shall use only OEM replacement parts, materials, or parts and materials of equal or better quality. No change or modification to the standard equipment may be made in any way without written approval of the Client Agency.

The Contractor shall complete the "Equipment Services" checklist upon completion of each service performed. These checklists must be submitted monthly to the Client Agency for approval by the fifteenth (15th) calendar day of the following month, at which time it will become the property of the Client Agency.

SYSTEM COMPONENT #4 - TECHNICAL SPECIFICATION

Maintenance of Advance Traffic Management Highway Advisory Radio System (HAR) Statewide - Various Towns and Various Routes

OVERVIEW

The purpose of this component is to provide the necessary support services required to keep the Client Agency's HAR equipment operating to the OEM specifications. The HAR transmitter locations are noted in Exhibit B.

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CONTRACTOR PERSONNEL

Non-qualified personnel may be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two (2) field site locations can be serviced simultaneously should the need arise.

FIELD COMMUNICATIONS WITH CLIENT AGENCY REPRESENTATIVE

The Contractor, as request by the Client Agency representative, shall be required to take pictures onsite at various field locations in order to determine the extent of field conditions. The Contractor while in the field is required to send images from a mobile electronic device back to the Client Agency representative. The images submitted from the field shall be of HD quality and at a minimum of 1080p resolution.

EQUIPMENT TO BE SERVICED

The Contractor shall support or repair existing equipment including, but not limited to, the following: Equipment cabinets, antenna tower structures, equipment foundations, electrical service cabinets, equipment brackets, auxiliary termination cabinets, conduits, cables, hand holes, fencing, connectors, all associated wiring except fiber optic cable (see locations listed in Exhibit B).

EQUIPMENT SERVICES CHECKS

As directed by the Client Agency, Contractor shall submit a service schedule, including proposed service dates to Client Agency for review and approval. The Contractor shall service all field equipment at intervals recommended by the OEM, but no service interval may exceed one (1) year. The Contractor shall propose an Equipment Services schedule for approval by the Client Agency. This service must be performed within a five (5) month period from the award Effective Date.

In the performance of Equipment Services, the Contractor shall use only OEM replacement parts and materials or parts and materials of equal or better quality. No change or modification to the standard equipment may be made in any way without written approval from the Client Agency. The Equipment Services work shall be in accordance with the OEM's recommendations and the Equipment Services checklist provided by Client Agency. The Equipment Services at each location must include, but is not limited to the following:

- Cabinet Exterior - Check for damage, grouting, erosion, door and lock operation and repair as needed.
- Cabinet Interior - Check for proper operation of fan, heater, thermostat, dust filter and light. Clean and vacuum interior of all foreign matter.
- Replace or repair as needed. In addition, check conduit, conduit sealant, and ducts, general condition of wiring, equipment grounding, and any signs of rodent or insect infestation. Replace or repair as needed.
- Electrical Service cabinet - Check for damage, grouting, erosion, door and lock operation and repair as needed. Check conduit, conduit sealant, and ducts and general condition of wiring equipment grounding, and any signs of rodent or insect infestation. Replace or repair as needed. Clean and vacuum interior of service cabinet of all foreign matter.
- Check antenna tower, check brackets for sensors, check cables from sensors to cabinet.
- The Contractor shall complete the "Equipment Services" checklist upon completion of each service performed. These checklists must be submitted monthly to the Client Agency for approval by the fifteenth (15th) calendar day of the following month.
- Contractor shall repair/replace any field devices/hardware, foundation, cabinets, electrical service due to damages incurred as a result of vehicle accident or act of God.
- Provide one (1) copies of the field completed check lists to the appropriate Client Agency representative

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SYSTEM COMPONENT #5 - TECHNICAL SPECIFICATION

**Maintenance of Advance Traffic Management Main Fiber Hub (MFH)
Located on Exit 50 off Ramp, I-84 Westbound, Hartford, Ct.**

OVERVIEW

The purpose of this section is to provide the necessary support services required to keep Client Agency 's Main Fiber Hub (MFH) equipment operating to the OEM specifications. The MFH is located on the Exit 50 Off-Ramp off I-84 Westbound in Hartford Ct.

CONTRACTOR PERSONNEL

Non-qualified personnel may be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two (2) field site locations can be serviced simultaneously should the need arise.

MFH EQUIPMENT TO BE SERVICED

The Contractor shall support or repair MFH including but not limited to MFH structure, electrical service, Uninterrupted Power Supply (UPS) and UPS batteries, back-up power generator, heating, ventilation and air-conditioning units (HVAC), building lighting (interior/exterior), building door, door frame and hardware, cable racking, emergency exit light, smoke detectors, fire-extinguishers, ventilation fan units and cabinets.

UPS, transfer switch and back-up generator repair and preventative maintenance must be completed by certified manufacturer's representative.

HVAC repair and preventative maintenance must be completed by a licensed technicians approved by the State of Connecticut for HVAC that normally perform this type of work on a regular basis.

EQUIPMENT SERVICES CHECKS

Within thirty (30) days of the Effective Date, an Equipment Services schedule, including proposed service dates, must be submitted to the Client Agency for review and approval. The Contractor shall service all MFH equipment at intervals recommended by the OEM, but not exceeding one (1) year. The Equipment Services at the MFH shall follow the OEM's requirements, including but not limited to, the following:

- Sweep clean and wash thoroughly the MFH floor, replacing HVAC filters and internal fan ventilation filters as needed.
- Test building ventilation exhaust fans for proper function and response to thermostat temperature changes.
- Open battery cabinets and check for buildup of dust, moisture, or corrosion and clean as necessary.
- Ensure that all internal hardware brackets and connectors are tightly locked down and secured.
- Lubricate all enclosure locks and hinges.
- Inside building structure - address any infestation issues with appropriate traps and or pesticides as needed. Clean up and remove all signs of infestation as required. Seal up areas of intrusion as needed.
- Apply pesticides as needed around the perimeter of the outside of the building.

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- Remove all trash and empty boxes from the premises.
- Provide one (1) copy of the field completed check lists to the appropriate Client Agency representative.

In the performance of the work, the Contractor shall use only OEM replacement parts and materials, or parts and materials of equal or better quality. No change or modification to the standard equipment may be made in any way without written approval of the Client Agency.

The Contractor shall complete the Equipment Services checklist upon completion of each service performed. These checklists must be submitted monthly to the Client Agency for approval by the 15th calendar day of the following month, at which time it shall become the property of the Client Agency.

No maintenance and protection of traffic patterns are required to perform Equipment Services as part of this item.

SUBCONTRACTING

Subcontracting is allowed for this component. The Contractor shall be responsible for working directly with the subcontractor and the Client Agency representative. Any written correspondence including invoicing with a subcontractor will be by the awarded Contractor.

MATERIAL AND WORKMANSHIP

The Contractor shall guarantee all work to be in accordance with good business practice. If any damage is found, the Contractor shall bring the damage to the attention of the designated supervisor.

BATTERY DISPOSAL AND REPLACEMENT

Battery replacements must be completed at the direction of a Client Agency representative. The Contractor is responsible for the lawful disposal of the batteries, used lubricants, antifreeze and any other hazardous lubricants used in the work described in this Contract.

REPLACEMENT OF PARTS

All parts replaced must be equal to or better than OEM parts. At the Client Agency's request, parts removed for replacement shall remain at the site for inspection by a representative of the Client Agency. The Contractor shall be required to agree to replace, at no cost to the State, any parts found to be defective by the Client Agency for a period of ninety (90) days after installation.

ELECTRICAL REQUIREMENTS

All electrical work must be carried out in compliance with the National Electrical Code (NEC) by the National Board of Fire Underwriters and shall comply with the State of Connecticut Building Code and Regulations, and Fire and Safety Code Regulations. The Contractor must be able to submit proof of licensing requirements to the Client Agency as specified under Chapter 393 of the Connecticut General Statutes.

MAINTENANCE SCHEDULES

Contractor shall follow all manufacturers' suggested maintenance procedures in addition to the minimum maintenance schedules outlined in this Contract. The attached maintenance schedules are the minimum requirement. When Replacement Parts are required, the items must be new and of equal quality or better than the original part.

DOCUMENTATION OF INSPECTIONS

The Contractor shall provide within ten (10) days of inspection, complete, detailed documentation to Client Agency identifying deficiencies and all recommended repairs.

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MAINTENANCE SCHEDULES

Annual UPS Tasks

1. Remove critical load, shutdown and disconnect input AC.
2. Verify internal power connections are properly torqued and retorqued if needed.
3. Check capacitors on D.C. Bus and output for leakage. Replace if necessary.
4. Clean UPS intake and exhaust plenums.
5. Restore power to the UPS Module and calibrate the power warning signal trip.
6. Verify the operation of the battery charger. Open the battery disconnect breaker. Measure the voltage at F1 and F2 of the power inverter module. A normal indication shall be approximately 220 VDC.
7. Measure and calibrate, as necessary, the inverter output voltage via potentiometer VR5 on the power supply/regulator board.
8. With an oscilloscope, check the phase relationship between the inverter output and the line. If the phasing is out of tolerance (+100 μ S), then adjust potentiometer VR1 on the Oscillator/Modulator board such that the inverter leads utility (measured at wire #15) by approximately 100 μ S, 7.5 VDC, under no load.
9. The following step will actually transfer the T-UPS module to battery while supporting the load.
10. Transfer the unit to battery by opening the mains input breaker, SW1. After the unit successfully transfers to battery, transfer the load from UPS power to maintenance bypass. Repeat this step under load. Operate the T-UPS module on battery with the Client Agency load for one (1) minute.
11. Restore the UPS to its normal operation condition.

CUMMINS POWER GENERATION COMMAND TRANSFER SWITCH

1. Check time delay functions in the switchgear for proper settings, adjust if required.
2. Vacuum clean the accumulated dirt from the switchgear and accessory panels.
3. Remove any grime with a manufacturer approved solvent.
4. Manually operate the main transfer movement to check proper contact alignment, deflection, gap and wiping action. Lubricate as required.
5. Check all accessories for correct operation.
6. **Check all cable and control wire connections to the transfer switch control and sensing panel and all other system components. Tighten connections where necessary.
7. **Inspect all insulating parts for cracks or discoloration due to excessive heat or natural wear and tear. If it is suspected that an insulating part may be defective, an approved megger test shall be performed on that part of the switchgear.
8. **Remove pole covers and inspect all main arcing contacts for excessive corrosion.
9. **Inspect all main current-carrying contacts for pitting and discoloration due to excessive heat or natural wear and tear.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

10. Inspect all control relay contacts for excessive corrosion and discoloration due to excessive heat or natural wear and tear.
11. Perform complete inspection for any moisture or signs of previous wetness or dripping. Resolve and repair as needed
12. Conduct a test by simulating a normal source failure confirming appropriate alarms.
13. Record all voltage and ampere readings. Note any problems and provide recommendations as needed.

**** To perform these services** the switchgear must be completely de-energized (no normal or emergency power to switch) for at least one (1) hour.

MAINTENANCE SCHEDULE – ALL BATTERIES IN MGE UPS SYSTEM

Performed Annually

1. a. General visual inspection of cells, connectors, racks and room.
b. Check ambient temperature and condition of ventilation equipment.
2. Check for corrosion build-up (trouble spots).
3. Check individual cell posts seals, jars and covers for leaks, cracks, or any other abnormalities.
4. Check and record:
 - a. Sub pack voltage reading
 - b. Total battery voltage
 - c. UPS output current (all phases)
 - d. UPS charge current
 - e. UPS charge voltage
 - f. Total AC ripple voltage
 - g. Total ripple current
 - h. Individual ripple voltage if unusual reading is found
5. Cleaning and neutralizing of cells and racks.
6. Re-torquing all connections.

GENERATORS MAINTENANCE SCHEDULE

Annual Planned Maintenance Specifications

Level I: Comprehensive Maintenance Program

The following Comprehensive Maintenance Program (the “Comprehensive Maintenance Program”) must be performed once a year with the first performance occurring within two (2) months of the Effective Date.

Contractor shall notify Client Agency of any deficiencies or unsatisfactory test results identified during the inspections and related work required by the Comprehensive Maintenance Program. The Client Agency will provide written instruction to the Contractor on how they should proceed to remedy any identified deficiencies or address unsatisfactory test results unless a course of corrective action is specifically

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

mandated in this section. An overall inspection must be performed confirming the existence of any infestation. Clean and remove all signs of infestation including but not limited to, nests, dead animals and feces. Replace any damaged parts due to infestation activity and seal up any visible access points.

1. Engine

- a. Change lube oil
- b. Change lube oil filter
- c. Remove and dispose of waste oil properly
- d. Tighten valve covers
- e. Fill governor sump with lube oil when applicable
- f. Lubricate governor linkage
- g. Check entire unit for noticeable oil leaks
- h. Take oil sample for analysis
- i. Service crankcase breather
- j. Check governor system
- k. Check Drive Belt Tension - visually inspect belt for evidence of wear or slippage. Replace if hard or brittle.
- l. Inspect air cleaner element, and replace
- m. Service oil bath air cleaner when applicable
- n. Add corrosion inhibitor as needed
- o. Check Genset – for oil, fuel, cooling and exhaust system leaks. Check exhaust system audibly and visually with set running and repair any leaks immediately.

2. Cooling System

- a. Test coolant protection
- b. Take coolant sample for analysis
- c. Check water hoses both upper and lower
- d. Check bypass hoses
- e. Check fan belts
- f. Check engine block heater for operation
- g. Check louver operation
- h. Change water filters
- i. Check water solenoid valve
- j. Check radiator for any obstructions to air flow, remove and resolve as necessary.
- k. Check radiator hoses for wear and cracks, replace as needed
- l. Correct any minor coolant leak
- m. Change antifreeze solution when applicable
- n. Clean Cooling System – Refer to engine operations and maintenance manual for correct procedure.

3. Exhaust System

- a. Check manifolds and gaskets
- b. Check flexible section for cracks or leaks
- c. Drain condensation trap when applicable
- d. Check exhaust flange gaskets
- e. Check exhaust muffler and drain when applicable
- f. Visually inspect entire exhaust system for leaks

4. Fuel System

- a. Change primary and secondary fuel filter (diesel only)
- b. Check injector fuel lines (diesel only)
- c. Check flex fuel sections
- d. Check fuel pump

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- e. Check fuel connections and tighten
- f. Check fuel solenoid
- g. Check regulator (gas)
- h. Correct any minor fuel leaks
- i. Take fuel sample for analysis (diesel only)
- j. Change all inline fuel filters
- k. Drain 1 cup or more of fuel to remove water and sediment
- l. Drain Fuel Filter (s) - Refer to engine operations and maintenance manual for correct procedure.

5. Battery

- a. Load test battery
- b. Check specific gravity of battery
- c. Check battery voltage
- d. Clean battery cables, replace if necessary
- e. Clean battery terminal on cables
- f. Clean battery posts and coat same
- g. Check fluid level and fill if required
- h. Recharge and/or replace if required, lawfully dispose of old batteries

6. Starting System

- a. Check starter motor solenoid terminal
- b. Check starter motor
- c. Check charge rate on alternator or internal charge circuit
- d. Check alternator belt and adjust if necessary

7. Electrical

- a. Check exciter
- b. Check voltage regulator
- c. Check rotating diodes
- d. Check rectifiers
- e. Check brushes
- f. Clean collector rings
- g. Clean carbon deposits
- h. Check SCRS
- i. Check control panel relays
- j. Check wiring and terminals
- k. Check solid state boards for connections
- l. Check Heat Blanket for batteries to see if its operable

8. Annunciator

- a. Test lamps
- b. Test shutdown faults described in operational checks

9. Operational Checks

Start generator and conduct safety shutdown tests for the following:

- a. Low oil pressure
- b. High water temperature
- c. Overspeed
- d. High air temperature, air-cooled sets only
- e. Check voltage output
- f. Check frequency (Hz)
- g. Record hour meter reading when applicable
- h. Check unit for vibration and any unusual noises

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

10. Automatic Switch

- a. Inspect contactor assembly and connections
- b. Check exerciser clock and time setting
- c. Check time delays
- d. Check battery charger for proper output
- e. Check selector switch
- f. Check voltage sensors for visual condition
- g. Start and stop generator from transfer switch

11. Final Check and Test

- a. Check field breaker is in the ON position
- b. Check main line breaker is in the ON position
- c. Check that selector switch is in the automatic mode
- d. Start and stop generator using generator controls
- e. Start and stop generator using the switch controls
- f. Start and stop generator using exerciser clock
- g. Simulate power failure condition
- h. Insure that engine control switch is in auto / remove position and main circuit breaker is on
- i. Submit a report to the Client Agency, advising of any further work requirements

The Contractor shall receive prior approval from supervisory personnel before performing this function:

- ◆ Power failure simulation to be performed annually.

Final inspection of site is required for any debris or obstructions, which could cause a potential problem or may be hazardous to the operation or surrounding area. Report findings to the Client Agency.

BARD CO HVAC's UNITARY EQUIPMENT HEATING & COOLING

Annual Maintenance on two AC wall units:

The inspection list below applies to the two HVAC wall units located on the north wall of the Main Fiber Hub.

Operational Inspection:

- 1. Inspect belts and pulleys adjust as required and replace belts as needed.
- 2. Inspect internal air filtration media and replace as necessary.
- 3. Inspect external coils and clean as needed. Clean and vacuum interior of all foreign matter.
- 4. Perform inspection for oil leaks and repair leaks as necessary.
- 5. Make necessary adjustments for proper operating conditions.
- 6. Confirm radiator pressure meets factory specifications repair or replace defective or failing parts as needed.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Annual Inspection – Cooling system:

1. Lubricate all bearings as required.
2. Inspect all belts and pulleys. Replace belts as needed.
3. Lubricate and ensure dampers and linkages move freely.
4. Inspect external coils and clean as needed. Note; outer coils and vents require a pressurized wash to clear Poland and accumulated dust from the outer coils ventilation fins. Ensure clear air flow though coils and that manufactures appropriate compressor pressure is maintained.
5. Inspect air filtration media and replace as needed. Clean and vacuum interior of all foreign matter.
6. Inspect electrical wiring and related components. Tighten connections where necessary.
7. Inspect exterior for signs of rodent activity and dispose of as needed. Seal up any open point of incursion appropriately.
8. Inspect and confirm any damages due to rodent activity. Replace and repair damages as required.
9. Meg test all motors over 20 hp.
10. Start unit and observe operation once unit has stabilized.
11. Inspect and confirm that all operating controls function as intended. Test and confirm successful fail over operation between the primary and secondary AC systems.
12. Inspect for proper refrigerants flows, operation pressures and temperatures.
13. Record compressor oil level and sample oil for acidity, if applicable.
14. Ensure all castings heaters are operational.
15. Inspect and prove all operating and safety controls are active. Make necessary adjustments for proper operation

SYSTEM COMPONENT #6 – MAINTENANCE OF ATMS SHOP REPAIRS

**Maintenance of Advance Traffic Management System Shop Repairs
Located at Contractors Facility**

OVERVIEW

The purpose of this Contract item is to provide the necessary support services required to keep the Client Agency's equipment in a state of operation equivalent to the original manufacturer's specifications (OEM). Contractor shall conduct shop repairs at its facility.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR PERSONNEL

Non-qualified personnel may be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that shop repairs are completed within the agreed amount of time between the Contractor and the Client Agency.

REPORTING OF REGULAR AND OFF HOUR REPAIR

Contractor shall conduct all shop repairs during regular hours.

SUBCONTRACTING

Subcontracting is allowed for this component. The Contractor shall work directly with the subcontractor and the Client Agency representative. Contractor shall manage all communication, including invoicing, with its subcontractors.

MATERIAL AND WORKMANSHIP

The Contractor shall guarantee all work is conducted in accordance with good business practice.

39. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

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

(b) Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, 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.

**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Category A, System Component # 1 – Maintenance of ATMS Closed Circuit Television (CCTV)

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-95		Greenwich									
1		James Street W of Exit 2 NB (0.4)		W of 2	NB	0.4	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	<input type="checkbox"/>
N/A		Greenwich Weigh Station (Monitor inside WS facility/Camera mounted on Cam2 poll)		3	NB	1.2	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
2		Ritch Avenue Exits 3-2 SB (1.2)		2-3	SB	1.2	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
3		Weigh Station Exits 3-2 SB (2.0)		2-3	SB	2	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
4		Steamboat Road Exit 3 NB (2.6)		3	NB	2.6	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
5		Kingsman Ln Exits 4-3 SB (3.5)		3-4	SB	3.5	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
6		Indian Field Road Exit 4 NB (3.9)		4	NB	3.9	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
7		W. of Strickland Avenue Exits 5-4 SB (4.3)		4-5	SB	4.3	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
8		Riverside Ave W of Exit 5 SB (5.1)		W of 5	SB	5.1	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
9		Route 1 Connector Exit 5 NB (5.6)		5	NB	5.6	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	<input type="checkbox"/>
10		Laddins Rock Road Exits 6-5 (6.2)		5-6	SB	6.2	6	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-95		Stamford									
11		Wilson Street Exit 6-7 NB (6.9)		6-7	NB	6.9	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
12		Atlantic Street Exits 7-8 NB (7.7)		7-8	NB	7.7	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
13		Clark Hill Exit 8 SB (8.3)		8	SB	8.3	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
14		Lockwood Avenue Exits 8-9 (8.8)		8-9	NB	8.8	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
15		Boston Post Road Exit 9 NB (9.3)		9	NB	9.3	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	<input type="checkbox"/>
I-95		Darien									
16		Darien Rest Area Exits 10-9 SB (10.0)		9-10	SB	10	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	<input type="checkbox"/>
17		Hollow Street Exits 10-9 SB (10.3)		9-10	SB	10.3	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
18		Noroton Avenue Exit 10 NB (10.8)		10	NB	10.8	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
19		S of Exit 10 Exit 10 SB (11.1)		10	SB	11.1	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	<input type="checkbox"/>

TFM = Traffic Flow Monitor, LD = Lowering Devices, PP = Permanente Portable, Med = Median (Located in), C = Cantilever, B = Bridge Mount, P = Pedestal Mount, T = Truss Mount, W=Walk in type

**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-95		Darien (Continued)									
20		East of Bridge 44 Exit 12 NB (12.0)		12	NB	12	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
21		Darien Rest Area Exits 12-13 NB (12.5)		12-13	NB	12.5	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
22		Kings Highway North Exit 13 SB (13.2)		13	SB	13.2	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
23		Richards Avenue Exits 13-14 NB (13.6)		13-14	NB	13.6	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-95		Norwalk									
24		Rampart Avenue Exits 14-13 SB (14.3)		13-14	SB	14.3	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
25		Taylor Avenue E of Exit 14 SB (14.9)		E of 14	SB	14.9	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
26		Stuart Avenue Exit 15 SB (15.3)		15	SB	15.3	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
27		Rte. 7 CT Avenue N of Exit 15 SB (62.5)		N of 15	SB	62.5	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
28		NY/NH Railroad Exit 15 NB (15.8)		15	NB	15.8	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
29		East Avenue Exit 16 SB (16.2)		16	SB	16.2	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
30		Karen Drive Exits 16-17 NB (17.1)		16-17	NB	17.1	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-95		Westport									
31		Saugatuck Ave. Exit 17 SB (17.9)		17	SB	17.9	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
32		Elaine Road Exits 17-18 NB (18.6)		17-18	NB	18.6	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
33		Hales Street Exits 18-17 SB (19.2)		17-18	SB	19.2	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
34		Compo Hills Pond Exits 18-17 SB (19.9)		17-18	SB	19.9	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
35		Beachside Road Exit 18 NB (20.6)		18	NB	20.6	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
36		New Creek Road Exits 19-18 SB (21.3)		18-19	SB	21.3	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
37		Maple Avenue Exits 18-19-NB (21.6)		18-19	NB	21.6	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
38		Sasco Creek Exits 18-19 NB (22.2)		18-19	NB	22.2	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-95		Fairfield									
39		Mill Hill Road Exit 19 SB (23.4)		19	SB	23.4	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
40		Pine Creek Exits 20-21 NB (24.1)		20-21	NB	24.1	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
41		Fairfield Rest Area Exit 22 NB (24.9)		22	NB	24.9	None	ea. 450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
42		North Benson Road Exit 22 NB (25.4)		22	NB	25.4	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
43		Meadowbrook Road Exit 23 SB (25.9)		23	SB	25.9	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
44		New England Avenue Exit 24-23 SB (26.3)		23-24	SB	26.3	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
45		Brentwood Road Exits 25-24 SB (27.2)		24-25	SB	27.2	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-95		Bridgeport									
46		Fairfield Avenue Exit 25 NB (27.6)		25	NB	27.6	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
47		Wardin Avenue Exit 26 NB (28.4)		26	NB	28.4	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
48		Myrtle Avenue Exit 27 NB (29.0)		27	NB	29	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
49		West of Main Street Exit 27 NB (29.3)		27	NB	29.3	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
50		Pembroke Street Exit 28 SB (29.9)		28	SB	29.9	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
51		Route 8/25 N of Exit 27 (0.6)		N of 27	SB	0.6	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
52		Beardsley Street E of Exit 29 NB (30.6)		E of 29	NB	30.6	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
92		* Radio Tower - Troop G Barracks			SB		None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
93		* Radio Tower - Troop G Barracks			SB		None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
I-95		Stratford									
53		Surf Avenue Exit 30 NB (31.4)		30	NB	31.4	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
54		Honeyspot Road Exit 31 SB (32.0)		31	SB	32	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
55		South Avenue Exit 31 NB (32.4)		31	NB	32.4	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
56		Main Street Exits 33-32 SB (33.3)		32-33	SB	33.3	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
57		Barnum E of Exit 33 SB (34.1)		E of 33	SB	34.1	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-95		Milford									
58		Naugatuck Avenue Exits 34-33 SB (35.0)		33-34	SB	35	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
59		Bridgeport Avenue Exit 34 NB (35.5)		34	NB	35.5	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
60		School House Road Exit 35 SB (36.0)		35	SB	36	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
61		Plains Road Exit 36 NB (36.6)		36	NB	36.6	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
62		Milford Parkway Exit 38 SB (37.6)		38	SB	37.6	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
63		West River Road Exits 39-38 SB (38.0)		38-39	SB	38	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
64		Orange Avenue Exits 39-38 SB (38.6)		38-39	SB	38.6	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
65		Boston Post Road		39	NB	39.2	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
66		East Town Road		40	NB	39.8	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
67		Woodmont Road		40	NB	40.4	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
68		Milford Rest Area		40-41	NB	41.2	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
I-95		West Haven									
69		Morgan Lane SB (42.5)		41-42	SB	42.5	6	ea. \$650.00	ea. \$112.00	Hr. \$108.00	ea. \$410.00
70		Allings Crossing Rd (43.4)		41-42	NB	43.4	6	ea. \$650.00	ea. \$112.00	Hr. \$108.00	ea. \$410.00
71		Greta Street SB (44.2)		E of 42	SB	44.2	6	ea. \$650.00	ea. \$112.00	Hr. \$108.00	ea. \$410.00
72		First Avenue SB (45.3)		43	SB	45.2	6	ea. \$650.00	ea. \$112.00	Hr. \$108.00	ea. \$410.00
I-95		New Haven									
73		Kimberly Avenue NB (46)		44-45	NB	46	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
74		Long Warf NB (46.5)		45-46	NB	46.5	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
174		Longwarf NB (47.0) Exit 46-47		46-47	NB	47	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
175		Hamilton St. (47.79) Exit 47		47	NB	47.9	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
76		Rte 34 Brewery Street WB (24.0)		N of 47	WB	24	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
77		I-91NB (.30) On Chapel St.		N of 48	NB	0.3	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00

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**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

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Net 45 Days**

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I-95		New Haven (Continued)									
78		East Street NB (47.9)		48	NB	47.9	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
178		I-95 NB on Q-Bridge		48-50	NB	48.5	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
79		Fulton Terrace@ Exit 50 NB (49.0)	2	49	NB	48.7	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
179		Between Exits 50 - 51 NB	2	50-51	NB	49.2	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
94		S/B @ Exit 51	2	51	NB	49.56	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
I-95		East Haven									
80		Saltonstall Parkway Exit 51SB (50.0)		51	SB	50	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
81		W. of Lake Saltonstall Exits 52-53 NB (50.8)		52-53	NB	50.8	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
I-95		Branford									
82		Hosley Avenue Exits 52-53 NB (51.5)		52-53	NB	51.5	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
83		Rte 1 Connector Exit 53 NB (52.0)		53	NB	52	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
84		Branford Service Area X53-54 NB (52.4)		53-54	NB	52.4	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
85		Todds Hill Road W of Exit 54 NB (53.1)		W of 54	NB	53.1	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
86		Chestnut Hill Road SB Exits 55-54 (53.9)		54-55	SB	53.9	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
87		Mill Plain Road NB Exits 54-55 (54.4)		54-55	NB	54.4	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
88		West of Rte. 1 Ramp K Exit 55 SB (55.0)		55	SB	55	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
89		Rte 1 Ramp N NB Exit 55 (55.4)		55	NB	55.4	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
90		West of Exit 56 NB Exit 56 (55.9)		56	NB	55.9	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
91		Leetes Island Rd Exit 56 (56.5)		56	NB	56.5	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
Rt. 15		Stratford									
96		Sikorsky Bridge Exit 53 SB (37.1)		53	SB	37.1	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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SEMAC ELECTRIC, CO., INC.**

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Rt. 15		Milford									
97		Sikorsky Bridge Exit 54 NB (37.7)		54	NB	37.7	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
98		Wheeler's Farm Road Exit 55 (38.1)		55	NB	38.1	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
Rt. 15		Milford									
99		Milford Connector SR 796 (.85)			SB	0.85	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-91		New Haven									
129		Trumbull Street Exit 3 SB (.9)	2	3	SB	0.9	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
130		East Street Exit 5 SB (1.31)	1	5	NB	1.31	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
131		Mill River Exit 6-4 SB (1.31)	1	4-6	SB	1.31	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
132		State Street On Ramp (1.72)		6	SB	1.72	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
133		Ferry Street Exit 6 NB (1.96)	2	6	NB	1.96	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
134		Amtrak (minihub) Exit 6-8 NB (2.58)		6-8	NB	2.58	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
135		Rte 80 Exit 8 NB (2.79)	2	8	NB	2.19	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
136		Culvert "little river" Exit 8-9 (3.38)		8-9	NB	3.38	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-95		Branford									
137		Guide Rail Exit 56-57 NB (56.9)		56-57	NB	56.9	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
I-95		Guilford									
138		Granite Road Exit 57-56 SB (57.58)	2	56-57	SB	57.58	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
139		Moose Hill Rd Exit 57-56 SB (58.4)	2	56-57	SB	58.4	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
140		Exit 57-56 SB (59.0)		56-57	SB	59	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
141		Route 1 Exit 57 SB (59.35)	2	57	SB	59.35	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
142		Church street Exit 58 NB (60.25)	2	58	NB	60.25	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
143		Exit 59-58 SB (60.8)		58-59	SB	60.8	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	

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I-95		Guilford													
144	LD	Goose Lane Exit 58-59 NB (61.28)		58-59	NB	61.28	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
145	LD	Goose Lane Exit 59 NB (61.5)	2	59	NB	61.5	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
146	LD	East River Rd Exit 59-61 NB (62.27)	2	59-61	NB	62.27	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
I-95		Madison													
147	LD	Wildwood Ave Exit 59-61 NB (62.84)		56-61	NB	62.84	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
148	LD	Mungertown Rd Exit 60 SB (63.48)	2	60	SB	63.48	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
149	LD	Copse Rd Exit 61-60 SB (64.23)		60-61	SB	64.23	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
150	LD	Durham Rd Exit 61NB (64.74)		61	NB	64.74	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
151	LD	Anchorage Rd Exit 61-62 NB (65.2)		61-62	NB	65.2	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
152	LD	Service Area Madison SB (65.88)		61-62	SB	65.88	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
153	LD	Hammonasset Exit 62 SB (66.44)	2	62	SB	66.44	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
I-95		Clinton													
154	LD	Exit 62-63 NB (67.0)		62-63	NB	67	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
155	LD	Nod Road Exit 62-63 NB (67.6)	2	62-63	NB	67.6	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
156	LD	Cow Hill Road Exit 62-63 NB (68.21)	2	62-63	NB	68.21	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
157	LD	High Street Exit 63 NB (68.61)		63	NB	68.61	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
158	LD	Liberty Street Exit 64-63 SB (69.19)		63-64	SB	69.19	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
159	LD	Long Hill Exit 63-64 NB (69.57)	2	63-64	NB	69.57	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
160	LD	Exit 63-64 NB (70.0)		63-64	NB	70.08	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
161	LD	Horse Hill Rd Exit 64 SB (70.78)	2	64	SB	70.08	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		
I-95		Old Saybrook													
186	LD	Elm St W of Exit 67 NB (76.01)	2	W of 67	NB	76.01	None	ea.	\$450.00	Hr.	\$112.00	Hr.	\$108.00		

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I-95		Old Saybrook (Continued)									
187	LD	Rte 154 Exit 67 SB (76.62)	2	67	SB	76.62	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
188	LD	Rte 9 Exit 69 SB (78.10)	2	69	SB	78.1	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
I-95		OLD LYME									
189	LD	Rte 156 On Ramp Exits 70-69 SB (78.89)	2	70-69	SB	76.89	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
190	LD	Rte 1 @ Lyme St. Exit 70 SB (80.04)	2	70	SB	80.04	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
191	LD	Four Mile River Rd Exit 71 NB (83.76)	2	71	NB	83.76	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
I-95		EAST LYME									
192	LD	Rte 161 Exit 74 NB (87.35)	2	74	NB	87.35	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
193	LD	Rte 1 E of Exit 75 NB (87.89)	2	E of 75	NB	87.89	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
I-95		WATERFORD									
194	LD	I-395 Exit 76 NB (88.44)	2	76	NB	88.44	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
195	LD	Oil Mill Road Exit 80 SB (88.80)	2	80	SB	88.8	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
196	LD	Rte 85 Exit 82 SB (91.93)	2	82	SB	91.93	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
197	LD	S.R. 623 @ Vauxhall Exits 83-84 SB (92.27)	2	82-83	SB	27.27	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
I-95		NEW LONDON									
198	LD	Briggs & Bayonet St Exits 83-82 SB (93.15)	2	83-82	SB	93.15	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
199	LD	Williams St Gold Star Exits 83-85 NB (93.15)	2	83-85	NB	93.51	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
I-95		GROTON									
200	LD	Rte 184 Exit 86 SB (95.08)	2	86	SB	95.08	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
I-95		STONINGTON									
201	LD	W of Rte 27 W of Exit 90 SB (101.23)	2	90	SB	101.23	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
202	LD	E of Rte 27 E of Exit 90 SB (101.38)	2	90	SB	101.38	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	

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I-395		MONTVILLE									
185	LD	Rest Area Exits 79A-79 SB (8.47)	2	79A-79	SB	8.47	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
184	LD	S. of Fitch Hill Rd Exits 79A-80 NB (9.79)	2	79A-80	NB	9.79	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
I-395		NORWICH									
183	LD	Rte 82 NB Off Ramp Exit 80 NB (10.85)	2	80	NB	10.85	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
182	LD	Rte 82 SB Off Ramp Exit 80 SB (11.31)	2	80	SB	11.31	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
181	LD	Rte 2 EB Off Ramp Exit 81E (13.53)	2	81E	SB	13.53	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
180	LD	Rte 2 underpass Exits 82-81E SB (13.70)	2	81-82E	SB	13.7	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	

Mini Hub locations:

CCTV	Associated CCTV	Town	Location / (Mile Post)	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
181A	180/181	Norwich RT 395	Rte 2 EB Off Ramp Exit 81E (13.53)	None	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	
182A	182/183	Norwich RT 395	Rte 82 SB Off Ramp Exit 80 SB (11.31)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	
184A	184/185	Montville RT 395	S. of Fitch Hill Rd Exits 79A-80 NB (9.79)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	
188A	186/187/188	Old Saybrook - 95	Rte 9 Exit 69 SB (78.10)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	
190A	190	Old Lyme 95SB	Rte 1 @ Lyme St. Exit 70 SB (80.04)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	
191A	191	Old Lyme Exit 71	Four Mile River Rd Exit 71 NB (83.76)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	
195A	192/193/194/195	Waterford - 95	Oil Mill Road Exit 80 SB (88.80)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	
199A	199/198/197/196	New London - 95	Williams St Gold Star Exits 83-85 NB (93.15)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	
200A	200	Groton - 95	Rte 184 Exit 86 SB (95.08)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	
201A	201	Groton - 95	W of Rte 27 W of Exit 90 SB (101.23)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	
202A	202	Stonington - 95	E of Rte 27 E of Exit 90 SB (101.38)	None	ea. \$650.00	Hr. \$112.00	Hr. 108.00	

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Net 45 Days**

DELIVERY: AS REQUIRED

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-84		Tolland									
47		I-84 Exit 68 WB (80.55)		W of 68	WB	80.55	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84		Vernon									
48		I-84 Exit 65 WB (73.85)	1	64	WB	73.85	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
49		I-84 Exits 65-64 WB (73.31)	2	65-64	WB	73.31	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
1		I-84 Exit 64 WB (72.88)		64	WB	72.88	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84		Manchester									
2		I-84 W of Rt 83 (72.44)	1	64-63	WB	72.44	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
3		I-84 Rt 83 On Ramp(71.81)	1	63	EB	71.81	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
4		I-84 Exit 63 @ Rt 30 WB (71.41)	1	63	WB	70.77	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
5		I-84 W/O Exit 63 Slater St. (70.77)	2	W of 63	EB	70.77	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
6		I-84 Buckland & Slater (70.31)		64-62&60	WB	70.31	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
7		I-84 Buckland St. (69.85)	2	62&60	WB	69.85	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
8		I-84 Tolland Tkp (69.33)		62-61	WB	69.33	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
9	LD	I-84 @ 291 to 84 EB (68.57)	2	62	WB	68.57	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
10	LD	I-84 @ Rt. 6 & 44 (68.03)	2	62-61	WB	68.03	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84		East Hartford									
11		I-84 @ Hockanum Bridge (67.54)	2	61&60	WB	67.54	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
12		I-384 WB @ I-84 WB (67.21)	1	384	WB	67.21	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
13		I-84 Forbes St. Op (66.18)	2	59-58	WB	66.18	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
14		I-84 East of Simons Rd (65.74)	1	59-58	WB	65.74	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
15	LD	I-84 Clements Rd (65.19)	1	E of 58	WB	65.19	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
16	LD	I-84 @ Roberts St (64.87)	1	58	EB	64.87	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
17		I-84 Rt. 15 U.P. (64.24)	2	58-57	EB	64.24	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-84		East Hartford (Con't)									
18		I-84 @ Rt 15 SB (64.27)	1	W of 57	WB	64.27	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
19		I-84 Rt 15 U.P. (63.63)	1	57-56	EB	63.83	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
20		I-84 Governor St. OP (63.52)	1	56	WB	63.52	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
21		I-84 Governor St. OP (63.36)	2	56	EB	63.36	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
22		I-84 Rt 2 On-Ramp (63.25)	1	55-54	WB	63.25	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
23		I-84 @ E. Bulkeley Bridge (62.83)	2	53	EB	65.83	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84		Hartford									
82	LD	I-84 Market St Off ramp (38.54)	1	50	WB	38.54	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
183		Security Cam @ M.F.H. (38.54)		50	WB	38.54	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
83		I-84 Market St Off Ramp (38.54)	1	50	WB	62.29	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
24		I-84 WB Tunnel Entrance (62.29)	2	W of 52	WB	62.29	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
25		I-84 EB Tunnel Exit (62.29)		W of 52	EB	62.29	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
26		I-84 WB Tunnel Exit (62.19)		E of 50	WB	62.19	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
27		I-84 EB Tunnel Entrance (62.19)		E of 50	EB	62.19	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
28		I-84 High St On-Ramp (61.93)	2	49	WB	61.93	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
29		I-84 South of Asylum Ave UP (61.56)	2	48	EB	61.56	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
30	LD	I-84 Sisson Ave Ramp (60.74)	2	46	WB	60.74	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
31		I-84 W of Hamilton St OP (60.02)	2	E of 45	EB	60.02	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
I-84		West Hartford									
32		I-84 W of Prospect Ave (59.29)	1	44	EB	59.29	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
33		I-84 Between Exit 44 on/off Ramp (59.15)	1	44	WB	59.15	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
34		I-84 East of S Quaker La (58.55)	2	44-43	WB	58.55	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
35		I-84 Park Rd. On-Ramp (58.01)	1	43-42	WB	58.01	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-84		West Hartford (Con't)									
36		I-84 Mayflower ST OP (57.53)	2	41	EB	57.53	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
37		I-84 East of Berkshire Rd UP (56.65)	1	41-40	WB	56.65	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
38		I-84 West of Ridgewood UP (56.36)	2	40-39A	EB	56.36	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84		Farmington									
39		I-84 @ Rt 9 NB Ramp (55.48)		39A	EB	55.48	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
40		I-84 W of Rt 9 NB Ramp (54.70)	2	39A-39	WB	54.70	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
41		I-84 E of South Rd OP (54.51)	1	39-38	EB	54.51	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
42		I-84 East of Exit 38 (54.28)	1	38	WB	54.28	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
43		I-84 Fienemann Rd (53.76)		38-37	WB	53.76	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
44		I-84 Fienemann Rd (53.25)	2	37	WB	53.25	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
45		I-84 S of Fienemann Rd (52.64)		W of 37	WB	52.64	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
46		I-84 @ N. Britain T. L. (51.83)		37-36	WB	51.83	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
Rt.15		Newington									
184		DOT HQ 2800 Berlin Trnprk (roof Cam)		N/A	NB	N/A	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84		New Britain									
50	LD	I-84 Exits 36-37 EB (51.41)	1	36-37	EB	51.41	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
51	LD	I-84 Exit 37-36 WB (51.41)	1	37-36	WB	51.41	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
52	LD	I-84 Exit 36 EB (50.56)		36	EB	50.56	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
53	LD	I-84 Exit 35 EB (50.56)	1	35	WB	50.56	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84		Plainville									
54	LD	I-84 Exit 35 EB (50.22)	1	35	EB	50.22	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
55	LD	I-84 Exit 33 WB (49.48)	1	33	WB	49.48	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
56	LD	I-84 Exit 33-32 WB (49.34)		33-32	WB	49.34	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
57	LD	I-84 Exits 32-33 EB (49.22)	1	33-32	EB	49.22	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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I-84		Southington									
58	LD	I-84 Exits 32-33 EB (47.77)	2	33-32	EB	47.77	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
59	LD	I-84 Exits 32-33 EB (46.29)	1	33-32	EB	46.29	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
60	LD	I-84 Exit 32 WB (46.27)	1	32	WB	46.27	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
61	LD	I-84 Exits 31-32 EB (44.87)	1	32-31	EB	44.87	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
62	LD	I-84 Exit 31 WB (44.87)	1	31-31	WB	44.87	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
63	LD	I-84 Exit 31 WB (44.34)	1	31	WB	44.34	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
64	LD	I-84 Exits 31-30 WB (43.30)	2	31-30	WB	43.30	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
Rt. 72		Plainville									
176	LD	Rte 72 W/O Exit 3		3	Med	4.74	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	
177	LD	Rte 72 W/O Exit 1 (North Washington)		1	WB	4.80	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
I-84		Southington									
126	LD	I84 E/O Exit 30 (Marion Av)	2	30	EB	42.52	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
127	LD	I84 W/O Exit 29 (Vicinity of Rest Area)	1	29	WB	41.78	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
128	LD	I84 W/O Exit 29 (Vicinity of Rest Area)	1	30	EB	41.78	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
129	LD	I84 E/O Exit 28 (@ Burrirt St)	2	28	EB	41.12	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
130	LD	I84 @ Exit 28 (Rte 322)	2	28	EB	40.66	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84		Cheshire									
131	LD	I84 W/O Exit 27 (Marion Rd)	2	27	EB	39.89	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
132	LD	I84 E/O Exit 26	2	26	EB	38.50	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
133	LD	I84 @ Exit 26 (Rte 70)	2	26	WB	38.00	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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14PSX0103**

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Net 45 Days**

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I-84 Waterbury											
134	LD	I84 E/O Exit 25A (Austin Rd)	2	25A	EB	36.73	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
138	PP	I-84 W/O Exit 25 - Rt. 69 (Hamilton Ave)		25	EB	33.75	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
139	LD	I-84 E/O Baldwin St		22-21	WB	33.21	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
140	LD	I-84 W/O South Main St	2	21-22	EB	32.86	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
141	LD	I-84 E/O Meadow St		21-19	WB	32.55	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
142	LD	I-84 E/O Highland Ave.	2	20-18	WB	31.92	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
143	LD	I-84 E/O Chase Pkwy	2	18-17	WB	31.28	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
144	LD	I-84 Exit 17 Chase Pkwy	2	17	WB	30.37	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84 Southbury											
145	PP	I-84 Exit 14 EB		14	EB	20.24	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84 Newtown											
146	LD	1-84 East of Exit 9 - Tunnel Rd.		9	EB	12.28	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-84 Danbury											
147	PP	I-84 E/O Exit 6 Rockwell Rd		E of 6	WB	7.54	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
148	PP	I-84 Exit 6 - Rt. 37 (North St)		6	WB	5.89	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
149	PP	I-84 Exit 5 - Starr Ave.		5	EB	5.23	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
Rt. 8 Waterbury											
163	LD	Rt.8 Exit 36 SB (32.47)	2	36	SB	32.47	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
164	LD	Rt.8 Exit 35 SB (31.30)	2	35	SB	31.30	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
165	LD	Rt.8 Exit 34 SB (30.57)	2	34	SB	30.57	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
166	LD	Rt.8 Exits 33-32 SB (30.50)	2	33-32	SB	30.50	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
167	LD	Rt.8 Exits 32-31 SB (30.13)	1	31-30	SB	30.13	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
168	LD	Rt.8 Exits 31-30 SB (29.77)		30	SB	29.77	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
169	LD	Rt.8 Exit 30 SB (29.43)	2	29-30	SB	29..43	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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14PSX0103**

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Net 45 Days**

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Rt. 8												
Waterbury (Con't)												
170	LD	Rt.8 Exits 29-30 NB (28.66)	2	29-30	NB	298.66	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
171	LD	Rt.8 Exits 29-30 NB (28.20)	1	29-30	NB	28.20	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
172	LD	Rt.8 Exits 30-29 SB (27.51)	1	30-39	SB	27.51	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
Rt. 8												
Naugatuck												
173	LD	Rt.8 S/O Exit 29 NB (25.77)	1		NB	25.77	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
174	PP	I-84 Exits 25-26 NB			NB	25.69	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
Rt. 9												
Cromwell												
156	LD	Rt. 9 @ X19 (Rt. 372)	1	19	SB	25.61	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
157	LD	Rt. 9 Exits 18-16 (Rt. 99)	2	18-16	Med	25.53	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
Rt. 9												
Middletown												
160	LD	Rt. 9 SB Exit 14 Dekoven Dr.	1	14	SB	23.94	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
161	LD	Rt. 9 SB Exit 12 Bow lane	1	12	SB	22.41	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
162	LD	Rt. 9 SB Exit 11 Randolpf Rd	1	11	SB	21.31	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
Rt. 66												
Portland												
158	LD	Rt. 66 EB Quarry Lane Arrigoni br.	1	N/A	EB	7.80	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
Rt. 66												
Middletown												
159	LD	Rt. 66 EB @ Arrigoni br.	1	N/A	WB	7.14	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00		
I-91												
Windsor												
65		I-91 Exit 40 SB (48.03)	2	40	SB	48.03	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00	
66		I-91 Exit 39 SB (47.41)	2	39	SB	47.41	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00	
67		I-91 Exits 39-38 SB (46.78)		39-38	SB	46.78	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00	
68		I-91 Exit 38 SB (46.36)	1	38	SB	46.36	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00	
69		I-91 Exits 38-37 SB (45.95)	1	38-37	SB	45.95	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00	

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-91		Windsor									
70		I-91 Exits 38-37 SB (45.53)	1	38-37	SB	45.5	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
71		I-91 Exits 38-37 NB (45.09)	1	38-37	NB	45.09	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
72		I-91 Exit 37 SB (44.48)	2	37	SB	44.48	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
73		I-91 Exit 36 SB (43.53)	2	36	SB	43.53	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
74		I-91 Exits 36-35 SB (42.95)	2	36-35	SB	42.95	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
75	LD	I-91 Exit 35 SB (42.18)	2	35	SB	42.18	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
76		I-91 Exit 35A (42.16)	2	2	EB	42.16	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
77		I-91 Exit 35-34 SB (41.65)	1	35-34	SB	41.65	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
78		I-91 Exit 34 SB (41.81)	2	34	SB	41.18	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-91		Hartford									
79		I-91 Exits 33-34 NB (40.48)	2	33-34	NB	40.48	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
80		I-91 Exit 33 SB (39.86)	2	33	SB	39.86	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
81		I-91 Exits 33-32A SB (38.79)	2	33-32A	SB	38.79	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
84		I-91 Exit 32A NB (38.37)	1	32A	NB	38.37	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
85		I-91 Exits 29A-32A NB (38.05)	1	29-32A	NB	38.05	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
86		I-91 Exit 29A SB (37.79)	2	29A	SB	37.79	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
87		I-91 Exits 29-29A NB (37.02)	2	29-29A	NB	37.02	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
88		I-91 Exit 29 NB (36.52)	1	29	NB	36.52	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
89		I-91 Exit 27 SB (36.32)	1	27	SB	36.32	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
90		I-91 Exits 28-26 SB (35.60)	3	28-26	SB	35.60	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-91		Wethersfield									
91		I-91 Exits 26-27 NB (34.86)	2	27-26	NB	34.86	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
92		I-91 Exit 26 SB (34.20)	2	26	SB	34.20	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
93		I-91 Exit 25S SB (33.72)	1	25S	SB	33.72	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
94		I-91 Exit 25N EB (33.62)		25N	EB	33.62	8	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-91		Wethersfield (Con't)									
95		I-91 Exit 24-25 NB (33.05)	2	25-24	NB	33.05	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
96		I-91 Exits 24-25 NB (32.30)	2	25-24	Med	32.3	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-91		Rocky Hill (Con't)									
97		I-91 Exit 24 NB (31.60)	2	24	Med	31.60	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
98		I-91 Exits 24-25 NB (31.23)	2	24-25	Med	31.23	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
99		I-91 Exit 24 SB (30.89)	1	24	SB	30.89	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
100		I-91 Exits 23-24 NB (30.47)		23-24	NB	30.47	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
101		I-91 Exits 23-24 NB (30.10)	1	23-24	Med	30.10	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
102		I-91 Exits 23-24 SB (29.95)	1	23-24	SB	29.95	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
103	LD	I-91 Exit 23 NB (29.4)		23	NB	29.4	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
104		I-91 Exits 22-23 NB (29.03)	1	22-23	NB	29.03	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
105		I-91 Exits 23-22 SB (28.76)	1	23-22	SB	28.76	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
106		I-91 Exits 22-23 NB (28.29)	1	22-23	NB	28.29	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
107		I-91 Exits 23-22S SB (28.29)	1	23-22	SB	28.29	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
I-91		Cromwell									
108		I-91 Exits 22-23 NB (27.75)	1	22-23	NB	27.75	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
109		I-91 Exit 22N SB (27.36)	1	22N	SB	27.36	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
110	LD	I-91 Exit 22 NB (27.27)	2	22	NB	27.27	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
111		I-91 Exits 22-21 SB (26.55)	1	22-21	SB	26.55	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
112		I-91 Exit 22 NB (26.55)	1	22	NB	26.55	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Cam #	Type	Town / Location / (Mile Post)	TFM	Exit	Dir	Mile Marker	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
Rt. 2		East Hartford									
113		Rte 2 Exit 3 WB (0.36)	2	3	WB	.36	8	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1925.00
114	LD	Rte 2 Exit 3 WB (0.63)	2	3	WB	.63	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
115		Rte 2 Exit 3 EB (0.91)	2	3	EB	.91	None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
116	LD	Rte 2 Exit 4 EB (1.39)	1	4	EB	1.39	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
117		Rte 2 Exit 5 SB (n/a)		5	SB		None	ea. \$450.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
118		Rte 2 Exit 5 WB (1.88)	1	5	WB	1.88	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
119		Rte 2 Exits 5-5A EB (2.32)	1	5-5A	EB	2.32	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
120		Rte 2 Exit 5A EB (2.61)	2	5A	EB	2.61	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
122		Rte 2 Exit 5C EB (3.65)	1	5C	EB	3.65	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
123		Rte 2 Exit 5D WB (3.80)	1	5D	WB	3.8	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
124		Rte 2 Exit 5 D EB (4.40)	2	5D	EB	4.4	6	ea. \$650.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Category A, System Component # 2 – Maintenance of ATMS Variable Message Signs (VMS)

VMS #	Mount Type	Town	Location	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-91								
25	C	New Haven	I-91 N/B North of Exit 2	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
45	B	Middletown	I-91 S/B North of Exit 19	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
46	C	North Haven	I-91 S/B @ Exit 12	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
47	T	North Haven	I-91 S/B South of Exit 9	4	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
48	C	New Haven	I-91 S/B North of Exit 3	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
I-95								
50	C	Mamaroneck NY	I-95 N/B North of Exit 18A (NY)	4	ea. \$4850.00	Hr. \$135.00	Hr. \$135.00	ea. \$2950.00
51	C	Greenwich	I-95 N/B South of Exit 3	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
52	B	Stamford	I-95 N/B South of Exit 9	6	ea. \$750.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
53	C	Norwalk	I-95 N/B South of Exit 14	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
54	C	Westport	I-95 N/B South of Exit 19	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
55	B	Fairfield	I-95 N/B North of Exit 19	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
56	T	Fairfield	I-95 N/B @ Exit 25	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
57	C	Stratford	I-95 N/B North of Exit 36	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
58	C	Milford	I-95 N/B North of Exit 32	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
59	C	West Haven	I-95 N/B South of Exit 43	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
61	C	East Haven	I-95 N/B @ Exit 51	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
62	C	Madison	I-95 N/B North of Exit 59	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
65	C	Old Saybrook	I-95 N/B South of Exit 67	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
66	C	East Lyme	I-95 NB E. Lyme South of Exit 73	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
67	C	New London	I-95 NB N. London North of Exit 83	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
68	C	Clinton	I-95 S/B South of Exit 63	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
69	C	North Stonington	I-95 S/B North of Exit 92	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00

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PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

VMS #	Mount Type	Town	Location	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-95	(Continued)							
70	C	Groton	I-95 S/B South of Exit 86	6	ea. \$750.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
71	C	Old Lyme	I-95 S/B North of Exit 70	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
72	C	Guilford	I-95 S/B North of Exit 56	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
73	C	Branford	I-95 S/B South of Exit 53	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
74	C	New Haven	I-95 S/B South of Exit 51	6	ea. \$750.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
75	B	Milford	I-95 S/B North of Exit 40	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
76	C	Milford	I-95 S/B North of Exit 36	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
77	C	Stratford	I-95 S/B South of Exit 31	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
78	C	Fairfield	I-95 S/B South of Exit 21	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
79	B	Norwalk	I-95 S/B North of Exit 16	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
80	B	Darien	I-95 S/B South of Exit 13	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
81	C	Greenwich	I-95 S/B South of Exit 6	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
210	PP	New Haven	I-95 N/B North of Exit 44 PAD	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	
Rt. 1								
86	C	East Haven	Rte 1 W/B @ I-95 Overpass	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	
87	P	Milford	Rte 1 W/B @ I-95 Exit 39 S/B ramp	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	
88	P	Milford	Rte 1 W/B @ SR 796 (Milford CT)	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	
89	P	Milford	Rte 1 W/B @ Lawman Rd	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	
90	P	Branford	Rte 1 W/B @ Branford Connector	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	
91	P	Milford	Rte 1 E/B @ Gunn Street	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	
Rt. 2								
92	C	Bozrah	Rt 2E West of Exit 27	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00

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DELIVERY: AS REQUIRED

VMS #	Mount Type	Town	Location	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
Rt. 7								
97	C	Norwalk	Rte 7 @ Rte 1	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
Rt. 8								
98	T	Bridgeport	Rte 8 N/B South of Exit 5	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
101	C	Shelton	Rte 8 S/B @ Exit 11	6	ea. \$750.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
102	T	Bridgeport	Rte 8 S/B	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
Rt. 9								
103	C	Essex	Rte 9 S/B North of Exit 2	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
137	C	Chester	Rte 9 N/B North of Exit 6	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
Rt. 15								
109	P	Norwalk	Rte 15 N/B North of Exit 38	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
110	P	Trumbull	Rte 15 N/B North of Exit 48	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
111	P	Stratford	Rte 15 N/B North of Exit 52	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
117	P	Orange	Rte 15 S/B South of Exit 56	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
118	P	Stratford	Rte 15 S/B South of Exit 53	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
119	P	Westport	Rte 15 S/B North of Exit 41	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
Rt. 34								
122	B	New Haven	Rte 34 E/B @ Church Street O/P	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
Rt. 80								
125	B	New Haven	Rte 80 W/B @ I-95 Exit 8 Ramp	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
SR 796								
126	B	Milford	SR 796 (Milford Connector) N/B	3	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
127	C	Milford	SR 796 (Milford Connector) S/B	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
I-395								
130	C	Norwich	I-395 S/B North of Exit 82	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
131	C	Montville	I-395 S/B North of Exit 79	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00

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**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

VMS #	Mount Type	Town	Location	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-84								
2	PP	Newtown	I-84 E/B @ Exit 9	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
3	PP	Southbury	I-84 E/B East of Exit 14	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
4	PP	Waterbury	I-84 E/B @ Exit 23	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
5	B	Southington	I-84 E/B East of Exit 32	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
6	B	New Britain	I-84 E/B @ Exit 36	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
7	T	Farmington	I-84 E/B West of Exit 39A	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
8	B	West Hartford	I-84 E/B @ Exit 44	2	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
9	T	Hartford	I-84 E/B West of Exit 48	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
10	B	Harford	I-84 E/B West Of Tunnel	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
11	T	East Hartford	I-84 E/B West of Exit 58	4	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
13	C	Tolland	I-84 E/B West of Exit 68	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
14	C	Waterbury	I-84 E/B @ Exit 18	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
16	C	Vernon	I-84 W/B @ Exit 66	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
17	T	Manchester	I-84 W/B West of Exit 60-62	2	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
18	T	East Hartford	I-84 W/B @ Exit 54 (EMG)	2	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
19	C	East Hartford	I-84 W/B @ Exit 54	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
20	C	West Hartford	I-84 W/B West of Exit 54	2	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
21	PP	Southington	I-84 E/B @ Exit 31	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
22	W	Southington	I-84 WB E/O x30	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
23	W	Cheshire	I-84 EB E/O x26	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
24	W	Waterbury	I-84 WB E/O x25A	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00

TFM = Traffic Flow Monitor, **LD** = Lowering Devices, **PP** = Permanente Portable, **Med** = Median (Located in), **C** = Cantilever, **B** = Bridge Mount, **P** = Pedestal Mount, **T** = Truss Mount, **W**=Walk in type

**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

VMS #	Type	Town	Location	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
I-91								
28	B	Wallingford	I-91 N/B South of Exit 15	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
30	B	Middletown	I-91 N/B North of Exit 20	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
31	T	Rocky Hill	I-91 N/B North of Exit 23	3	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
32	T	Wethersfield	I-91 N/B North of Exits 25-26	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
33	T	Hartford	I-91 N/B North of Exit 28	2	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
34	B	Windsor	I-91 N/B South of Exit 34	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
35	C	Windsor	I-91 N/B North of Exit 37	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
36	C	Enfield	I-91 N/B South of Exit 47	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
37	B	Enfield	I-91 S/B North of Exit 48	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
38	B	Enfield	I-91 S/B North of Exit 45	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
39	T	Windsor	I-91 S/B North of Exit 37	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
40	T	Windsor	I-91 S/B North of Exit 34	4	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
41	C	Hartford	I-91 S/B North of Exit 32	2	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
42	C	Hartford	I-91 S/B North of Exit 27	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
43	C	Wethersfield	I-91 S/B North of Exit 25	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
44	C	Rocky Hill	I-91 S/B North of Exit 22N	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
45	B	Middletown	I-91 S/B Exit 20	3	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
Rt. 2								
93	T	Glastonbury	Rte 2 W/B East of Exit 5D	2	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
94	B	Glastonbury	Rte 2 W/B West of Exit 8	3	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
95	T	East Hartford	Rte 2 W/B West of Exit 4	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

VMS #	Type	Town	Location	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
Rt. 5								
96	P	South Windsor	Rte 5 S/B @ Chapel Road	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	
Rt. 8								
99	PP	Naugatuck	Rte. 8 N/B @ Exit 25	None	ea. \$600.00	Hr. \$112.00	Hr. \$108.00	
Rt. 9								
104	C	Middletown	Rte 9 N/B South of Exit 12	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
105	C	Newington	Rte 9 N/B Vic. Ella Grasso Turnpike	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
136	T	Berlin	Rte 9 S/B South of Exit 21	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
203	PP	Chester	Rte 9 N/B South of Exit 7	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	
204	PP	Haddam	Rte 9 S/B South of Exit 8	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	
Rt. 8								
106	C	Waterbury	Rte.8 N/B Vic. Exit 30	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
107	C	Waterbury	Rte. 8 S/B North of Exit 35 On-Ramp	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
Rt. 15								
113	C	Wethersfield	Rte 15 South of Exit 85	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
114	C	Hartford	Rte 15 South of Exit 89	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
116	C	East Hartford	Rte 15 S/B South of Exit 90	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
202	PP	Wallingford	Rte 15 N/B North of Exit 66	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	
Rt. 66								
138	C	Middletown	Rte 66 E/B @ Arrigoni Bridge	1	ea. \$2700.00	ea. \$112.00	Hr. 108.00	Hr. \$1950.00
139	P	Portland	Rte 66 W/B @ Arrigoni Bridge	None	ea. \$600.00	ea. \$112.00	Hr. 108.00	

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

VMS #	Type	Town	Location	MP&T Plan #	Equipment Services	Regular Hours Repair	Off Hours Repair	Maint. & Protect. of Traffic
Rt. 20								
121	C	Windsor	Rte 20 E/B Windsor Hamilton Road	1	ea. \$2700.00	Hr. \$112.00	Hr. \$108.00	ea. \$1950.00
Rt. 72								
135	C	Plainville	Rte 72 E/B West of Exit 3	6	ea. \$750.00	Hr. \$112.00	Hr. \$108.00	ea. \$410.00
Rt. 384								
85	C	Manchester	Rte.384W East of Exit 1	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
Rt. 44								
140	PP	Avon	Rte.44 E/B @ Rte. 10	1	ea. \$2700.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
141	PP	Avon	Rte.44 E/B West of Deer Cliff Rd.	None	ea. 600.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
		W. Hartford	Rte.44 W/B East of Deer Cliff Rd.	None	ea. 600.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
143	PP	W. Hartford	Rte.44 W/B West of Deer Cliff Rd.	None	ea. 600.00	Hr. \$112.00	Hr. 108.00	ea. \$1950.00
I-691								
15	W	Cheshire	I-691 W/B E/O x26	6	ea. \$750.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
200	PP	Southington	I-691 W/B @ Exit 4	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
201	PP	Southington	I-691 E/B @ Exit 4	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
I-84								
205	PP	Middlebury	I-84 W/B E/O @ Exit 16 PAD	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
206	PP	Cheshire	I-84 W/B Cheshire @ Exit 26 PAD	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
211	PP	Danbury	I-84 E/B Danbury @ Exit 2 PAD	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
212	PP	Danbury	I-84 E/B @ Exit 4 PAD	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
213	PP	Danbury	I-84 E/B @ Exit 5 PAD	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
214	PP	Danbury	I-84 E/B @ Exit 6 PAD	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
215	PP	Danbury	I-84 E/B @ Exit 7 PAD	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
216	C	Danbury	I-84 E/B @ Exit 10 PAD	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00
RT. 7								
217	PP	Danbury	Rte. 7 NB Danbury	None	ea. \$600.00	Hr. \$112.00	Hr. 108.00	ea. \$410.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Category A, Portable Variable Message Signs (PVMS):

1-23	Sign Equip. Number	Location / Garage Assignment	Equipment Services		Regular Hours Repair		Off Hours Repair		Maint. & Protect. of Traffic	
1	45-2833	Goff Road	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
2	45-3299	Glastonbury	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
3	45-3300	Farmington	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
4	45-3301	Wethersfield Goff Road	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
5	45-3302	Windsor	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
6	45-3303	Vernon	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
7	45-3304	Groton	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
8	45-3305	Putnam	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
9	45-3306	Old Saybrook 45 100-82	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
10	45-3307	Milford	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
11	45-3308	Darien	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
12	45-3309	North Haven	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
13	45-3310	Trumbull	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
14	45-3311	New Haven	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
15	45-3312	Waterbury	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
16	45-3313	Torrington Danbury 100-30	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
17	45-3314	Torrington Danbury 100-29	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
18	45-10022	Waterford	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
19	45-10028	New Haven	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
20	45-10029	Darien	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
21	45-10030	Danbury	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
22	45-10031	Southbury	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
23	45-10032	Norwich	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Category A, Portable Variable Message Signs (PVMS): (Continued)

24-31	Sign Equip. Number	Location / Garage Assignment	Equipment Services		Regular Hours Repair		Off Hours Repair		Maint. & Protect. of Traffic	
			ea.	\$	Hr.	\$	Hr.	\$		
24	45-10033	Bradley Air	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
25	45-10034	Bradley Air	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
26	45-10035	Exit 59-60 mm 63	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
27	45-10082	Southbury Garage	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
28	45-10635	Meriden	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
29	45-10636	Colchester	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
30	45-10083	Norwich	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		
31	45-3336	Coventry	ea.	\$650.00	Hr.	\$112.00	Hr.	108.00		

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

**Category A, System Component # 3 – MAINTENANCE OF ATMS FLASHING BEACON ADVISORY SIGNS
(FBAS)**

FBSA #	Town	Location	MP&T Plan #	Equipment Services		Regular Hours Repair		Off Hours Repair		Maint. & Protect. of Traffic	
				ea.	\$	Hr.	\$	Hr.	\$	ea.	\$
1-1	Stamford	I-95 S/B North of Exit 10	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
1-2	Greenwich	I-95 N/B South of Exit 6	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
3-1	Fairfield	I-95 N/B @ Exit 19	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
3-2	Stratford	I-95 S/B South of Exit 33	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
3-3	Bridgeport	Rt.8 S/B South of Exit 5	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
4-1	New Haven	Rt.34 E/B West of Church St.	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
4-2	New Haven	I95 S/B @ Exit 46	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
4-3	Orange	I95N S/B North of Exit 41	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
6-1	Trumbull	Rt.8 N/B South of Exit 8	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
6-2	Trumbull	Rt.8 S/B South of Exit 11	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
6-3	Fairfield	Rt.15 N/B South of Exit 48	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
6-4	Orange	Rt.15 S/B South of Exit 56	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
10-1	Branford	I-95 N/B South of Exit 53	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
10-2	Guilford	I-95 S/B South of Exit 59	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
11-1	Madison	I-95 N/B South of Exit 58	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
11-2	Clinton	I-95 S/B @ Exit 63	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
12-1	New Haven	I-91 N/B @ Exit 8	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
12-2	North Haven	I-91S/B @ Exit 12	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
17-1	Old Saybrook	Rt.9 S/B North of Exit 3	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
17-2	Old Saybrook	I-95 N/B North of Exit 65	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
17-3	Old Saybrook	I-95 S/B South of Exit 71	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
18-1	East Lyme	I-95 N/B South of 74	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
18-2	Montville	I-395 North of Miller Pond Rd	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
18-3	Groton	I-95 S/B South of Exit 89	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00

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**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

FBSA #	Town	Location	MP&T Plan #	Equipment Services		Regular Hours Repair		Off Hours Repair		Maint. & Protect. of Traffic	
				ea.	\$	Hr.	\$	Hr.	\$	ea.	\$
5-1	Vernon	I-84 W/B @ Exit 65	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
5-2	East Hartford	I-84 W/B East of I-384 OP	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
5-3	Manchester	I-384 W/B West of E.H. T.L.	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
5-4	East Hartford	Rt.2 W/B North of Exit 5	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
5-5	Glastonbury	Rt. 2 W/B @ Exit 10	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
5-6	East Hartford	I-84 E/B @ Roberts St.	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
5-7	Windsor	I-91 S/B @ Exit 38	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
5-8	Wethersfield	I-91 N/B @ Exit 25	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
5-9	Farmington	I-84 E/B @ Exit 40	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
7-1	Rocky Hill	I-91 S/B North of Exit 23	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
7-2	Berlin	Rt.9 N/B South of Exit 21	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
7-3	Berlin	Rt.9 S/B South of Exit 21	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
7-4	Cromwell	Rt.9 N/B @ Exit 19	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
7-5	Cromwell	I-91 N/B South of Exit 21	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
16-1	Watertown	Rt.8 S/B @ Exit 36	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		
16-2	Plainville	I-84 W/B East of Exit 31	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
16-3	Naugatuck	Rt.8 N/B @ Exit 25	6	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00	ea.	\$425.00
16-4	Middlebury	I-84 E/B East of Exit 16	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00		

TFM = Traffic Flow Monitor, **LD** = Lowering Devices, **PP** = Permanente Portable, **Med** = Median (Located in), **C** = Cantilever, **B** = Bridge Mount, **P** = Pedestal Mount, **T** = Truss Mount, **W**=Walk in type

**EXHIBIT B, SP-16
PRICE SCHEDULE**

**SOLICITATION NO:
14PSX0103**

**CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.**

**PROMPT PAYMENT TERMS:
Net 45 Days**

DELIVERY: AS REQUIRED

Category A, System Component #4 - Maintenance of ATMS Highway Advisory Radio System (HAR)

Site ID	CITY	Location	MP&T Plan #	Equipment Services		Regular Hours Repair		Off Hours Repair	
				ea.	\$	Hr.	\$	Hr.	\$
01	Stamford	I-95 @ X9	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
02	Stratford	I-95 @ X30	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
03	Fairfield	I-95 @ X22	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
04	West Haven	I-95 @ X43	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
05	East Hartford	I-84 @ X59	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
06	Trumbull	Rt. 15 @ X51	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
07	Rocky Hill	I-91 @ X23	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
10	Branford	I-95 @ X56	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
11	Madison	I-95 @ X62	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
12	North Haven	I-91 @ X10	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
15	Southington	I-84 @ X31	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
16	Waterbury	I-84 @ X23	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
17	Old Saybrook	Rt. 9 @ X2	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00
18	Waterford	I-95 @ X82	None	ea.	\$550.00	Hr.	\$112.00	Hr.	108.00

Category A, System Component #5 - Maintenance of Main Fiber Hub (MFH) on Exit 50 off Ramp, I-84 Westbound, Hartford, CT

Hartford	Equipment Services		Regular Hours Repair		Off Hours Repair	
MAIN FIBER HUB – I84 Exit 50 (Off Ramp to Market St)	ea.	\$5500.00	Hr.	\$150.00	Hr.	\$195.00

TFM = Traffic Flow Monitor, LD = Lowering Devices, PP = Permanente Portable, Med = Median (Located in), C = Cantilever, B = Bridge Mount, P = Pedestal Mount, T = Truss Mount, W=Walk in type

EXHIBIT B, SP-16
PRICE SCHEDULE

SOLICITATION NO:
14PSX0103

CONTRACTOR NAME:
SEMAC ELECTRIC, CO., INC.

PROMPT PAYMENT TERMS:
Net 45 Days

DELIVERY: AS REQUIRED

Category A, System Component #6 – ATMS Shop Repairs

<i>Contractor Facility</i>	Regular Hours Repair	
<i>45 Peter Court, New Britain, CT</i>	Hr.	\$108.00



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 of 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 possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any 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.

Attachment 1

Federal Wage Rates

General Decision Number: CT140001 07/11/2014 CT1

Superseded General Decision Number: CT20130001

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	01/03/2014
1	01/31/2014
2	04/11/2014
3	05/23/2014
4	05/30/2014
5	06/13/2014
6	06/27/2014
7	07/04/2014
8	07/11/2014

BRCT0001-004 12/30/2013

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS AND STONE MASONS.	\$ 32.50	27.06

CARP0024-006 05/05/2014

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.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

CARP0043-004 05/05/2014

	Rates	Fringes
Carpenters: (TOLLAND COUNTY Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHT.....	\$ 31.60	22.75

CARP0210-002 05/05/2014

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

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

ELEC0035-001 06/01/2014

	Rates	Fringes
Electricians:		
MIDDLESEX COUNTY (Cromwell, Middlefield, Middleton and Portland); TOLLAND COUNTY; WINDHAM		

COUNTY.....	\$ 38.10	23.86

ELEC0090-002 06/01/2014		
	Rates	Fringes
Electricians:.....	\$ 37.05	24.37
LITCHFIELD COUNTY		
Plymouth Township;		
MIDDLESEX 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 06/01/2014		
	Rates	Fringes
Electricians.....	\$ 37.27	23.37
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		

ENGI0478-001 04/06/2014		
	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.80	22.30
GROUP 2.....	\$ 36.48	22.30
GROUP 3.....	\$ 35.74	22.30
GROUP 4.....	\$ 35.35	22.30
GROUP 5.....	\$ 34.76	22.30
GROUP 6.....	\$ 34.45	22.30
GROUP 7.....	\$ 34.11	22.30
GROUP 8.....	\$ 33.71	22.30
GROUP 9.....	\$ 33.28	22.30
GROUP 10.....	\$ 31.24	22.30
GROUP 11.....	\$ 31.24	22.30
GROUP 12.....	\$ 31.18	22.30

GROUP 13.....	\$ 32.71	22.30
GROUP 14.....	\$ 30.60	22.30
GROUP 15.....	\$ 30.29	22.30
GROUP 16.....	\$ 29.46	22.30
GROUP 17.....	\$ 29.05	22.30
GROUP 18.....	\$ 28.40	22.30

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

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

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), Bauer Drill/Caisson

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 (skoper).

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.

* IRON0015-002 06/30/2014

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 34.47	29.74

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-003 04/06/2014

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.05	17.80
GROUP 2.....	\$ 27.30	17.80

GROUP 3.....	\$ 27.55	17.80
GROUP 4.....	\$ 28.05	17.80
GROUP 5.....	\$ 28.80	17.80
GROUP 6.....	\$ 29.05	17.80
GROUP 7.....	\$ 16.00	17.80

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

LABO0056-004 04/06/2014

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 30.37	17.80
Form Erectors.....	\$ 30.68	17.80
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 30.37	17.80
Laborers Topside, Cage Tenders, Bellman.....	\$ 30.26	17.80
Miners.....	\$ 31.28	17.80
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 30.37	17.80
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 31.28	17.80
TUNNELS, CAISSON AND CYLINDER WORK IN		

COMPRESSED AIR:

Blaster.....	\$ 37.41	17.80
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 37.22	17.80
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....	\$ 35.35	17.80
Mucking Machine Operator...	\$ 37.97	17.80

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.

PAIN0011-001 06/01/2014

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 34.02	18.55
Brush and Roll.....	\$ 31.02	18.55
Tanks, Towers, Swing.....	\$ 33.02	18.55

PAIN0011-003 06/01/2014

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 45.10	18.55

TEAM0064-001 04/06/2014

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 28.43	19.14
2 Axle.....	\$ 28.33	19.14
3 Axle Ready Mix.....	\$ 28.48	19.14
3 Axle.....	\$ 28.43	19.14
4 Axle Ready Mix.....	\$ 28.58	19.14
4 Axle.....	\$ 28.53	19.14
Heavy Duty Trailer 40 tons and over.....	\$ 28.78	19.14
Heavy Duty Trailer up to 40 tons.....	\$ 28.53	19.14
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 28.58	19.14

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:

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.

=====
END OF GENERAL DECISION

General Decision Number: CT140002 07/11/2014 CT2

Superseded General Decision Number: CT20130002

State: Connecticut

Construction Type: Highway

County: New London County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014
2	04/11/2014
3	05/23/2014
4	05/30/2014
5	06/13/2014
6	06/27/2014
7	07/04/2014
8	07/11/2014

BRCT0001-003 12/30/2013

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT		
MASONS, CEMENT FINISHERS,		
PLASTERERS, STONE MASONS....\$ 32.50		27.06

CARP0024-002 05/05/2014

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....\$ 31.00		22.50
DIVER TENDERS.....\$ 31.00		22.50
DIVERS.....\$ 39.46		22.50
MILLWRIGHTS.....\$ 31.60		22.75

ELEC0035-003 06/01/2014

	Rates	Fringes
Electricians:		
Bozrah, Colchester,		
Franklin, Griswold,		
Lebanon, Ledyard, Lisbon,		
Montville, North		
Stonington, Norwich,		
Preston, Salem, Sprague,		
Stonington and Voluntown....\$ 38.10		23.86

ELEC0090-003 06/01/2014

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.....	\$ 37.05	24.37

ENGI0478-002 04/06/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.80	22.30
GROUP 2.....	\$ 36.48	22.30
GROUP 3.....	\$ 35.74	22.30
GROUP 4.....	\$ 35.35	22.30
GROUP 5.....	\$ 34.76	22.30
GROUP 6.....	\$ 34.45	22.30
GROUP 7.....	\$ 34.11	22.30
GROUP 8.....	\$ 33.71	22.30
GROUP 9.....	\$ 33.28	22.30
GROUP 10.....	\$ 31.24	22.30
GROUP 11.....	\$ 31.24	22.30
GROUP 12.....	\$ 31.18	22.30
GROUP 13.....	\$ 32.71	22.30
GROUP 14.....	\$ 30.60	22.30
GROUP 15.....	\$ 30.29	22.30
GROUP 16.....	\$ 29.46	22.30
GROUP 17.....	\$ 29.05	22.30
GROUP 18.....	\$ 28.40	22.30

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 Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

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); Bauer Drill/Caisson

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:

 * IRON0015-003 06/30/2014

	Rates	Fringes
Ironworkers: (Reinforcing & Structural).....	\$ 34.47	29.74

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

 LABO0056-003 04/06/2014

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.05	17.80
GROUP 2.....	\$ 27.30	17.80
GROUP 3.....	\$ 27.55	17.80
GROUP 4.....	\$ 28.05	17.80
GROUP 5.....	\$ 28.80	17.80
GROUP 6.....	\$ 29.05	17.80
GROUP 7.....	\$ 16.00	17.80

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

 LABO0056-004 04/06/2014

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION) CLEANING, CONCRETE AND CAULKING TUNNEL: Concrete Workers, Form Movers and Strippers.....	\$ 30.37	17.80

Form Erectors.....	\$ 30.68	17.80
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....		
	\$ 30.37	17.80
Laborers Topside, Cage Tenders, Bellman.....		
	\$ 30.26	17.80
Miners.....		
	\$ 31.28	17.80
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....		
	\$ 30.37	17.80
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....		
	\$ 31.28	17.80
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....		
	\$ 37.41	17.80
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....		
	\$ 37.22	17.80
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....		
	\$ 35.35	17.80
Mucking Machine Operator...\$ 37.97		
		17.80

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.

PAIN0011-002 06/01/2014

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 34.02	18.55
Brush and Roll.....	\$ 31.02	18.55
Tanks, Towers, Swing.....	\$ 33.02	18.55

PAIN0011-003 06/01/2014

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...\$ 45.10		18.55

TEAM0064-003 .04/06/2014

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 28.43	19.14
2 Axle.....	\$ 28.33	19.14
3 Axle Ready Mix.....	\$ 28.48	19.14
3 Axle.....	\$ 28.43	19.14
4 Axle Ready Mix.....	\$ 28.58	19.14
4 Axle.....	\$ 28.53	19.14
Heavy Duty Trailer 40 tons and over.....	\$ 28.78	19.14
Heavy Duty Trailer up to 40 tons.....	\$ 28.53	19.14
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 28.58	19.14

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
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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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: CT140003 07/11/2014 CT3

Superseded General Decision Number: CT20130003

State: Connecticut

Construction Type: Highway

County: Hartford County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014
2	04/11/2014
3	05/23/2014
4	05/30/2014
5	06/13/2014
6	06/27/2014
7	07/04/2014
8	07/11/2014

BRCT0001-003 12/30/2013

	Rates	Fringes
BRICKLAYER BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS, STONE MASONS....	\$ 32.50	27.06

CARP0024-005 05/05/2014

	Rates	Fringes
Carpenters: (Berlin, Bristol, Burlington, Canton, Marlborough, New Britain, Newington, Plainville, Southington)		
CARPENTERS; PILEDRIVERS.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

CARP0043-003 05/05/2014

	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.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

ELEC0035-002 06/01/2014

	Rates	Fringes
Electricians: Entire County, excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington..	\$ 38.10	23.86

ELEC0090-001 06/01/2014

	Rates	Fringes
Electricians: Berlin, Bristol, New Britain, Newington, Plainville, Southington.....	\$ 37.05	24.37

ELEC0488-004 06/01/2014

	Rates	Fringes
Electricians:.....	\$ 37.27	23.37

ENGI0478-002 04/06/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.80	22.30
GROUP 2.....	\$ 36.48	22.30
GROUP 3.....	\$ 35.74	22.30
GROUP 4.....	\$ 35.35	22.30
GROUP 5.....	\$ 34.76	22.30
GROUP 6.....	\$ 34.45	22.30
GROUP 7.....	\$ 34.11	22.30
GROUP 8.....	\$ 33.71	22.30
GROUP 9.....	\$ 33.28	22.30
GROUP 10.....	\$ 31.24	22.30
GROUP 11.....	\$ 31.24	22.30
GROUP 12.....	\$ 31.18	22.30
GROUP 13.....	\$ 32.71	22.30
GROUP 14.....	\$ 30.60	22.30
GROUP 15.....	\$ 30.29	22.30
GROUP 16.....	\$ 29.46	22.30
GROUP 17.....	\$ 29.05	22.30
GROUP 18.....	\$ 28.40	22.30

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 Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

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); Bauer Drill/Caisson

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.

 * IRON0015-002 06/30/2014

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 34.47	29.74

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

 LABO0056-003 04/06/2014

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.05	17.80
GROUP 2.....	\$ 27.30	17.80
GROUP 3.....	\$ 27.55	17.80
GROUP 4.....	\$ 28.05	17.80
GROUP 5.....	\$ 28.80	17.80
GROUP 6.....	\$ 29.05	17.80
GROUP 7.....	\$ 16.00	17.80

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

LAB00056-004 04/06/2014

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 30.37	17.80
Form Erectors.....	\$ 30.68	17.80
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 30.37	17.80
Laborers Topside, Cage		
Tenders, Bellman.....	\$ 30.26	17.80
Miners.....	\$ 31.28	17.80
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 30.37	17.80
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 31.28	17.80
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 37.41	17.80
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 37.22	17.80
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....	\$ 35.35	17.80
Mucking Machine Operator...	\$ 37.97	17.80

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.

PAIN0011-003 06/01/2014

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 45.10	18.55

PAIN0011-004 06/01/2014

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 34.02	18.55
Brush and Roll.....	\$ 31.02	18.55
Tanks, Towers, Swing.....	\$ 33.02	18.55

TEAM0064-005 04/06/2014

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 28.43	19.14
2 Axle.....	\$ 28.33	19.14
3 Axle Ready Mix.....	\$ 28.48	19.14
3 Axle.....	\$ 28.43	19.14
4 Axle Ready Mix.....	\$ 28.58	19.14
4 Axle.....	\$ 28.53	19.14
Heavy Duty Trailer 40 tons and over.....	\$ 28.78	19.14
Heavy Duty Trailer up to 40 tons.....	\$ 28.53	19.14
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 28.58	19.14

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:

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.

Attachment 2

Federal Highway Administration (FHWA) Form FHWA-1273

**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 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 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-L.L.L, "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.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment 3

Traffic Control Plans

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 travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall 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.

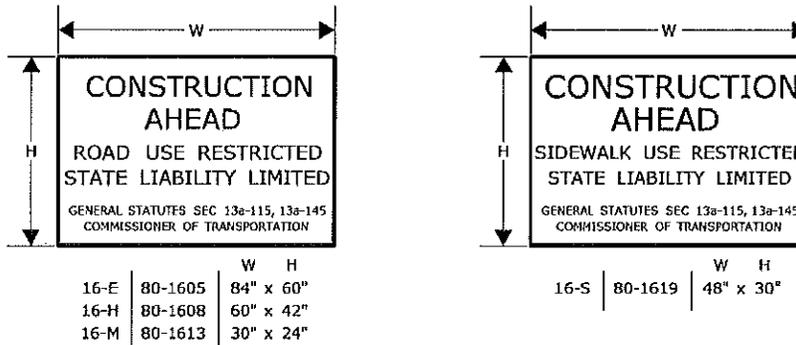
SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS)

- 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:

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

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

SERIES 16 SIGNS



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

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMP 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 RAMP, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

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

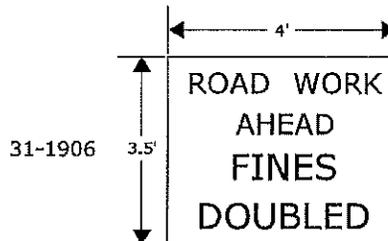
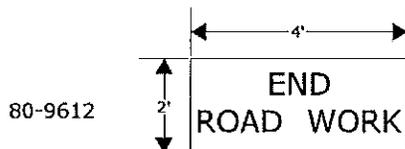
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

"END ROAD WORK" SIGN

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 11:35:43-04'00"

ITEM #971001A

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

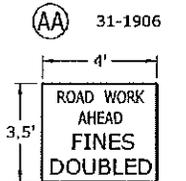
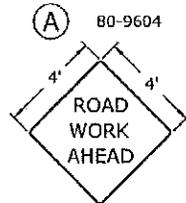
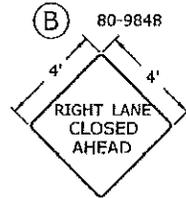
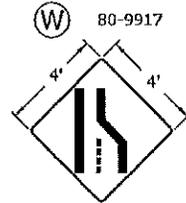
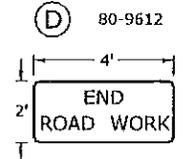
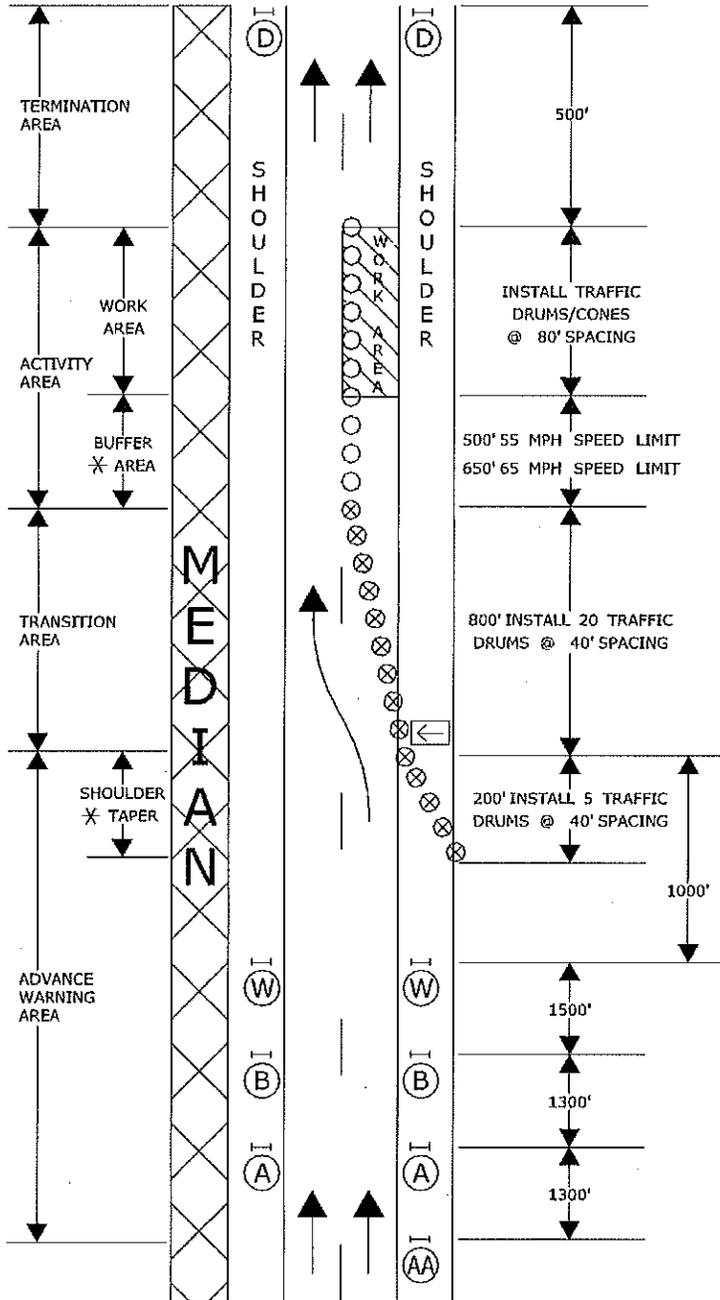
Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.05.05 15:50:35-0400

ITEM #971001A

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

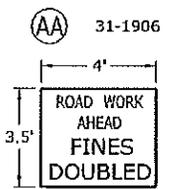
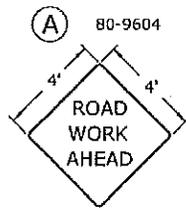
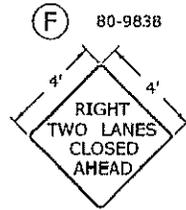
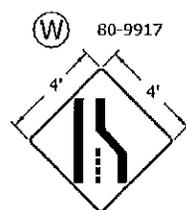
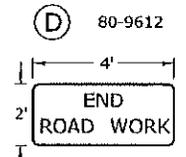
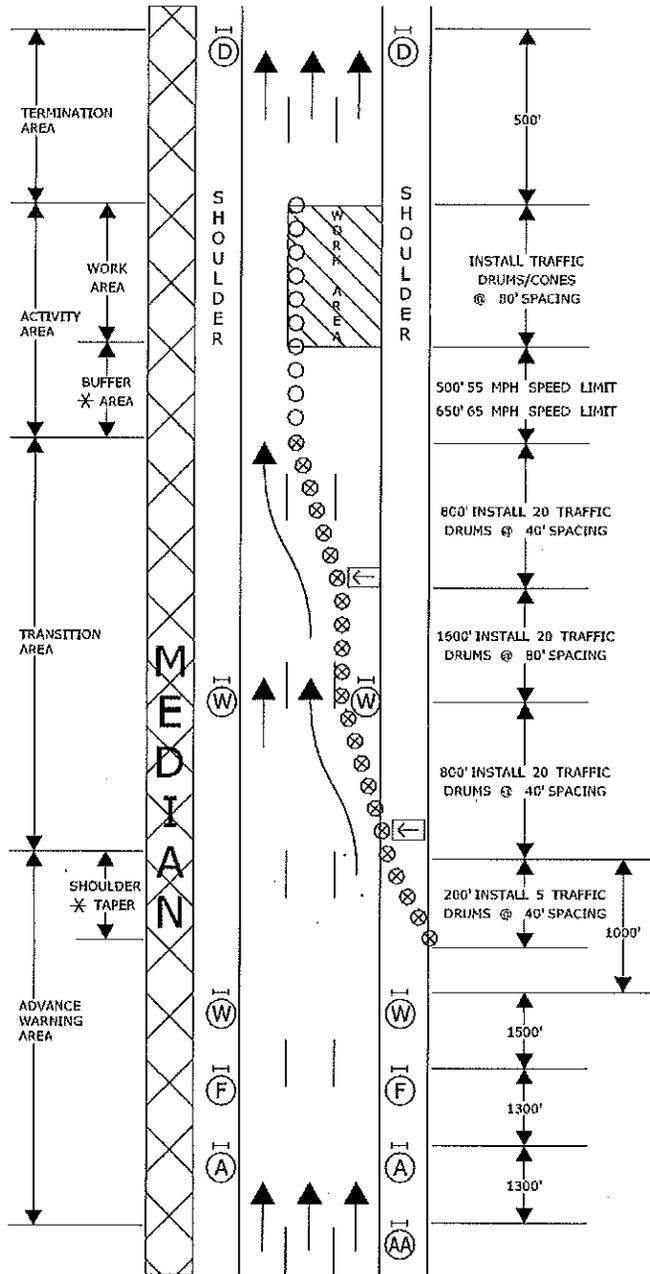
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
Charles S. Harlow
2012 05 05 15:51:00-0400
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



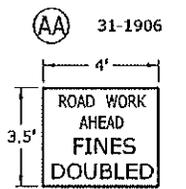
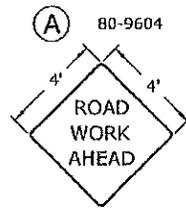
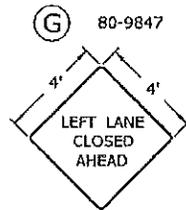
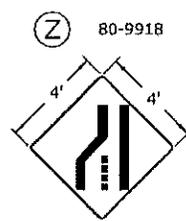
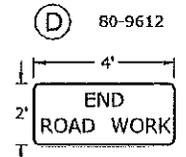
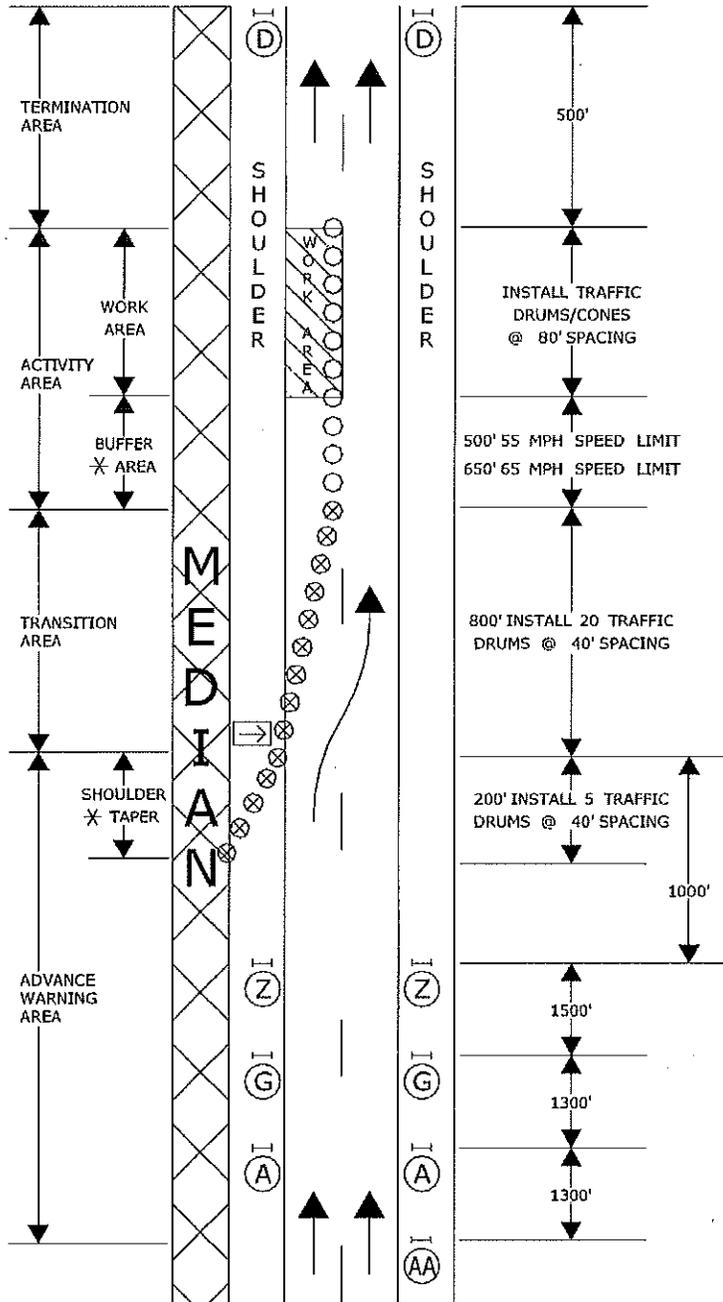
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 2
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*
PRINCIPAL ENGINEER
Charles S. Harlow
2012.06.05 15:51:23-04:07

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



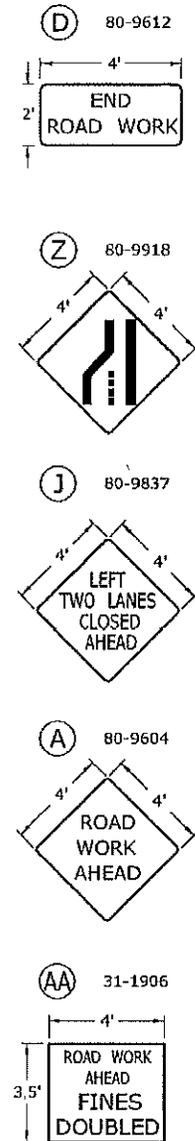
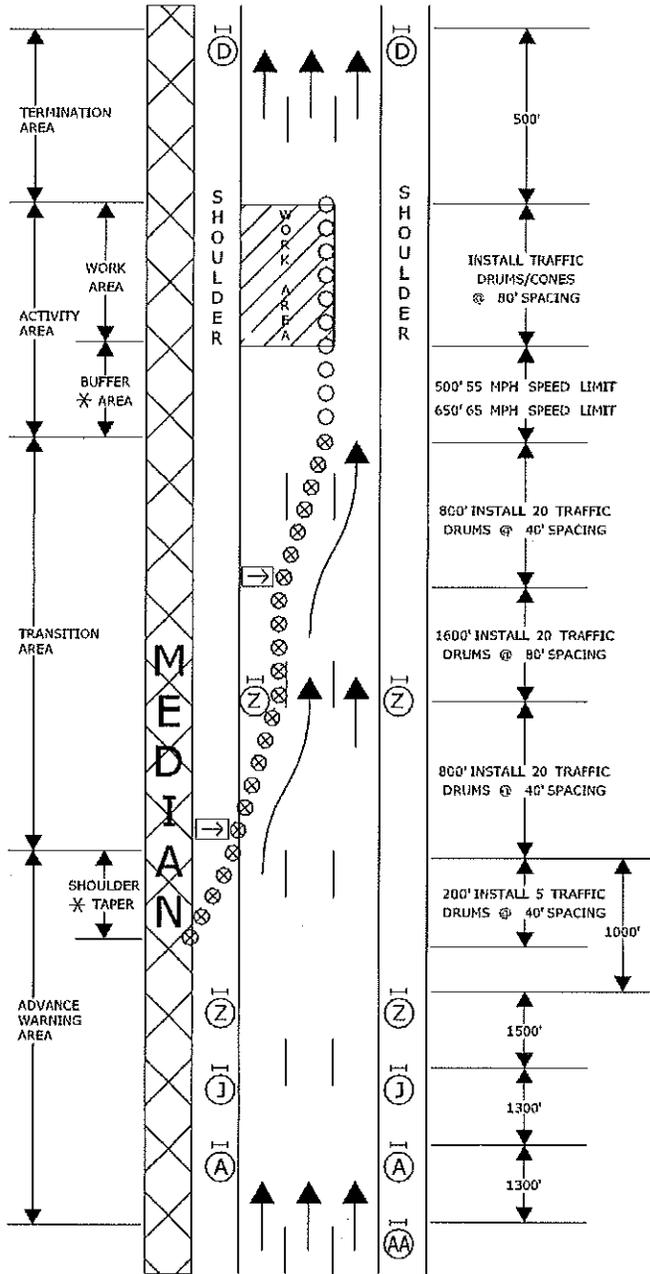
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 3
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harow* Charles S. Harow
2012.06.05 15:51:45-0407
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
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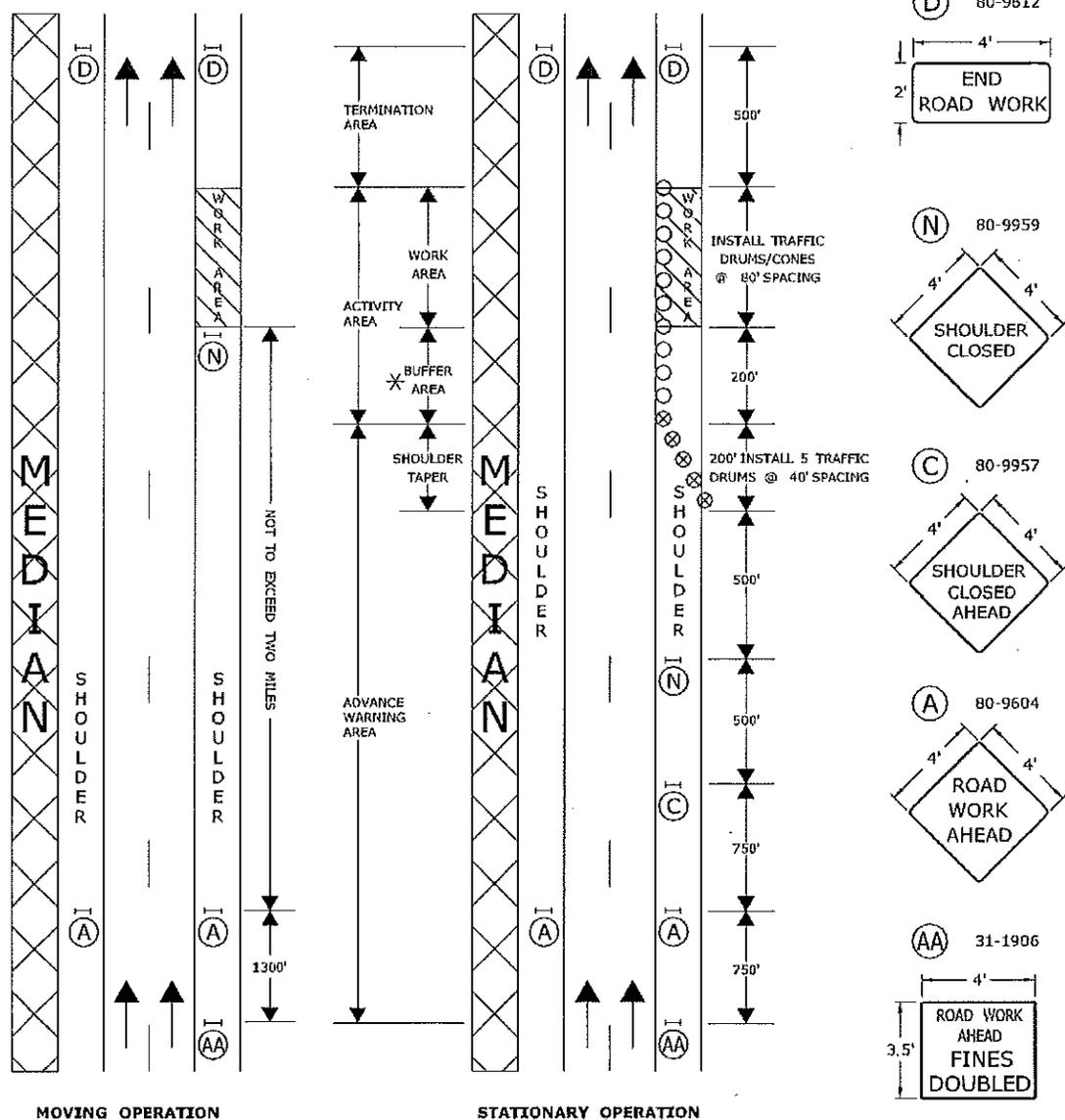
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 1552-10-0400

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



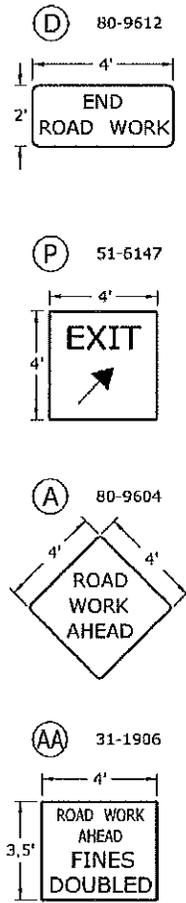
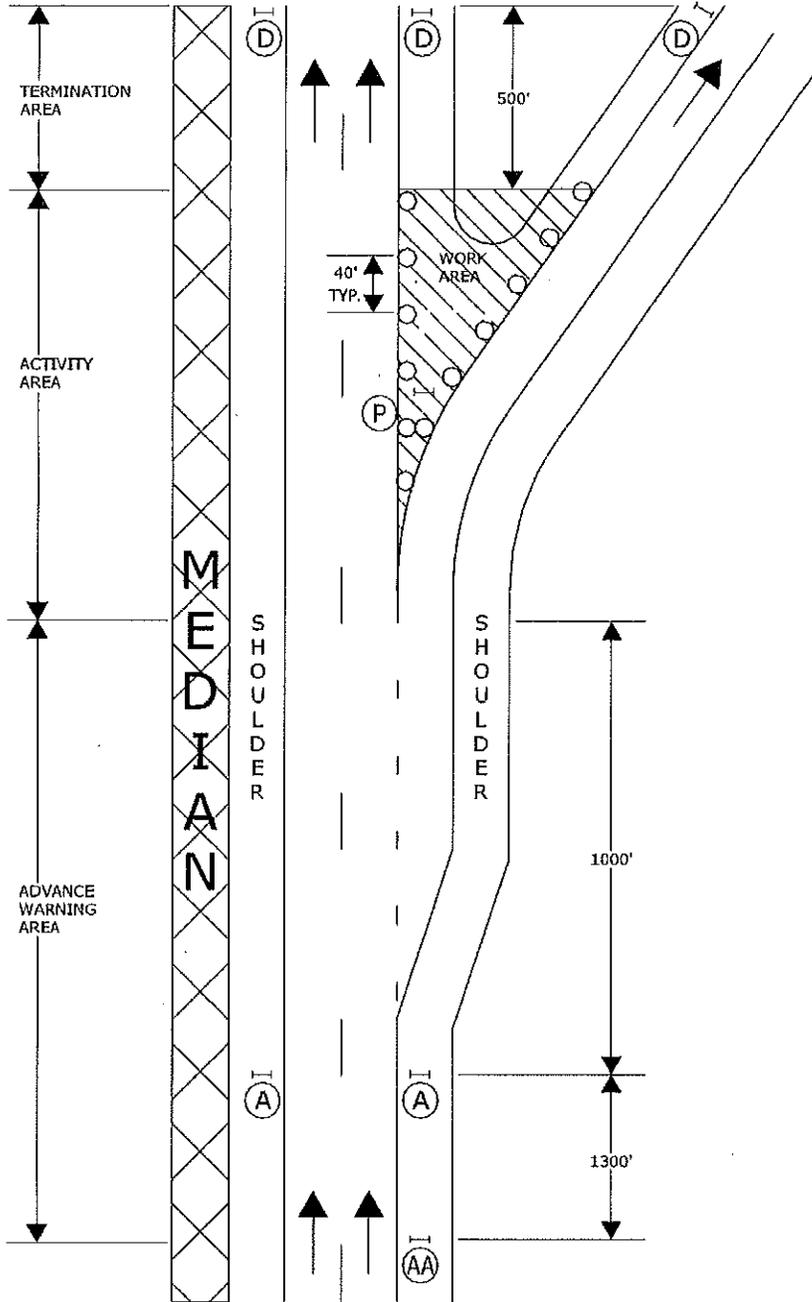
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 6
SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* 2012.06.05 15:52:38-04'07
PRINCIPAL ENGINEER

WORK IN RAMP GORE AREA

SIGN FACE
86 SQ. FT. (MIN.)



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



SCALE: NONE

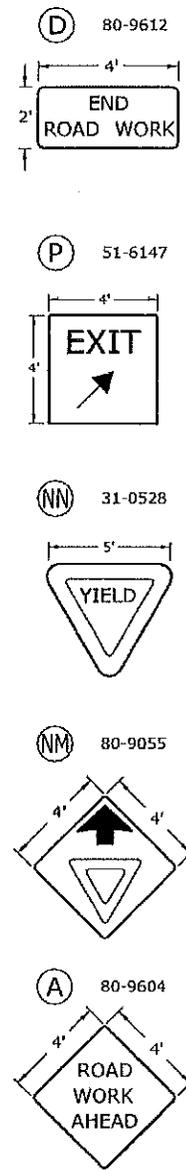
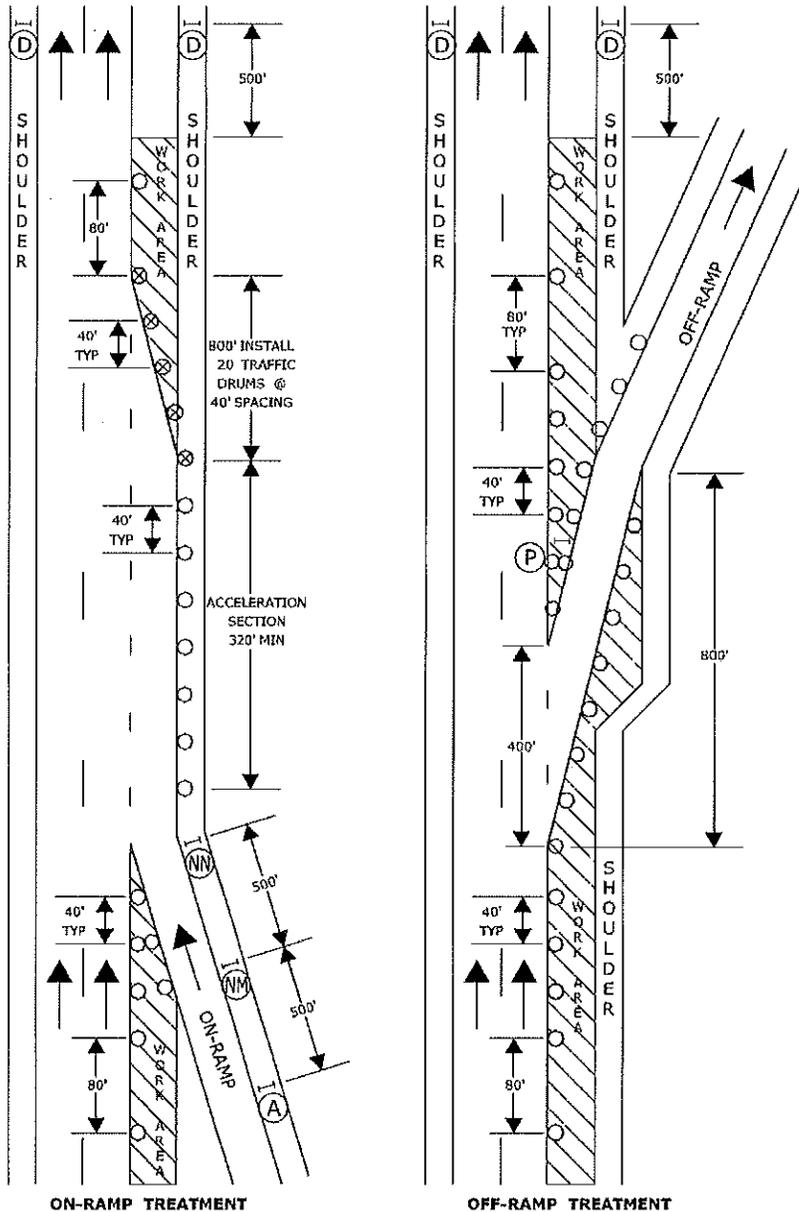
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 7
SEE NOTES 1, 2, 4, 8, 10

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:53:00-0400
PRINCIPAL ENGINEER

TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

SIGN FACE
SQ. FT VARIES



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

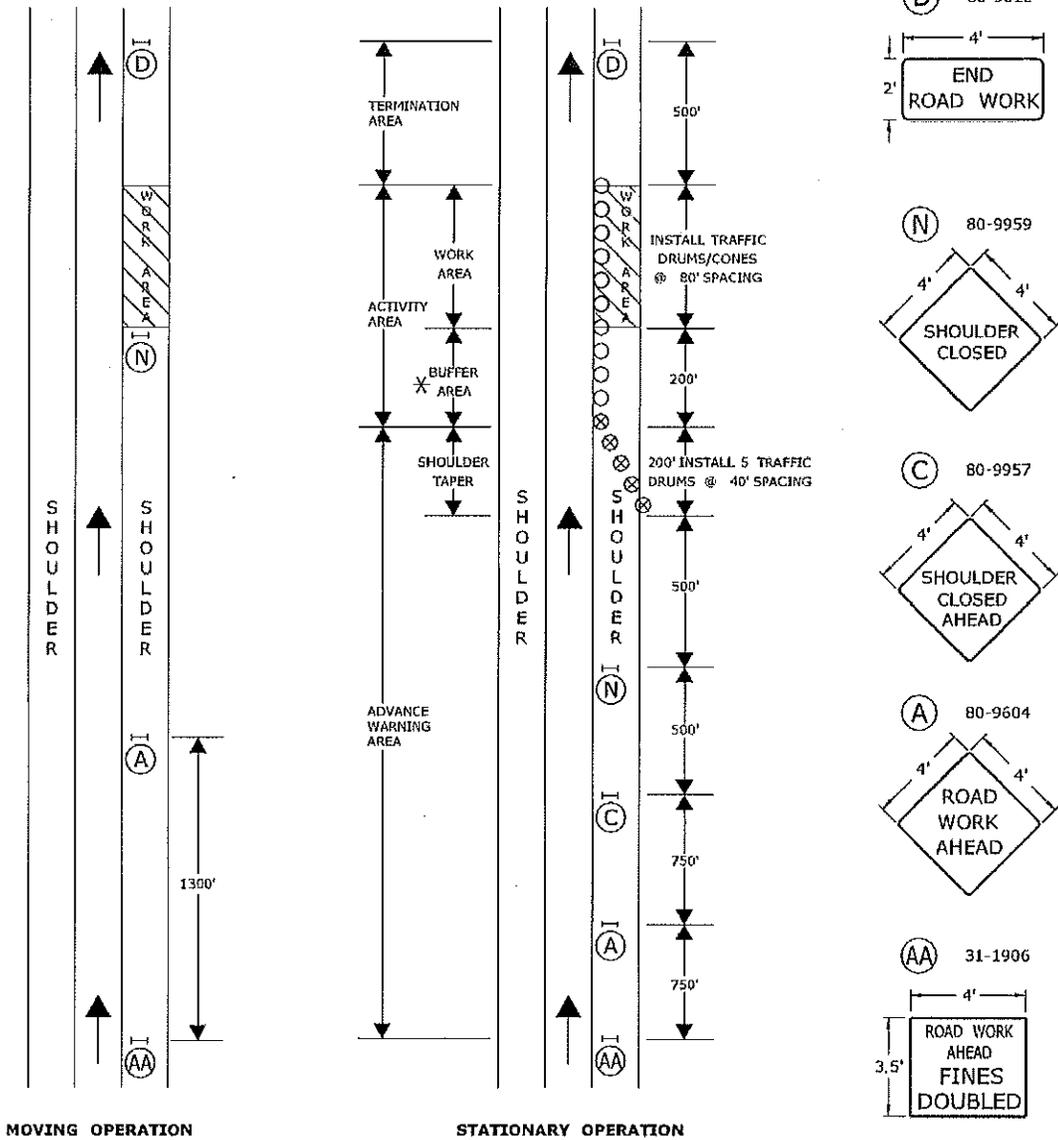
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.08 15:53:31-0400

WORK IN SHOULDER AREA - TURNING ROADWAYS / RAMP

SIGN FACE
70 SQ. FT (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 9

SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

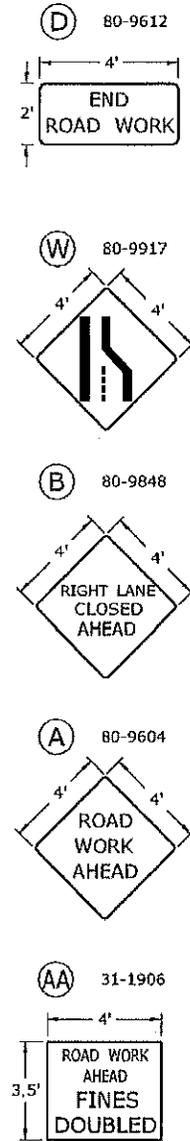
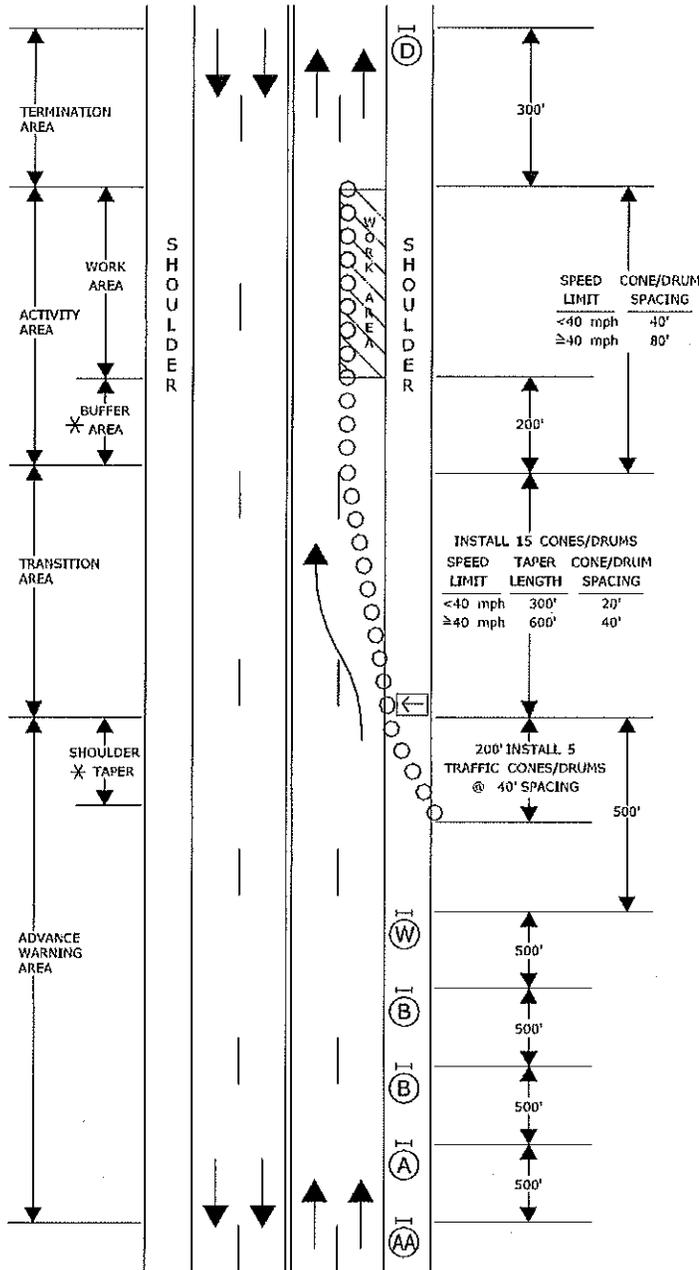
APPROVED

Charles S. Harlow
Charles S. Harlow
2012.08.05 15:53:53-0400
PRINCIPAL ENGINEER

ITEM #971001A

WORK IN RIGHT LANE - 4 LANE UNDIVIDED HIGHWAY

SIGN FACE
86 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 10

SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

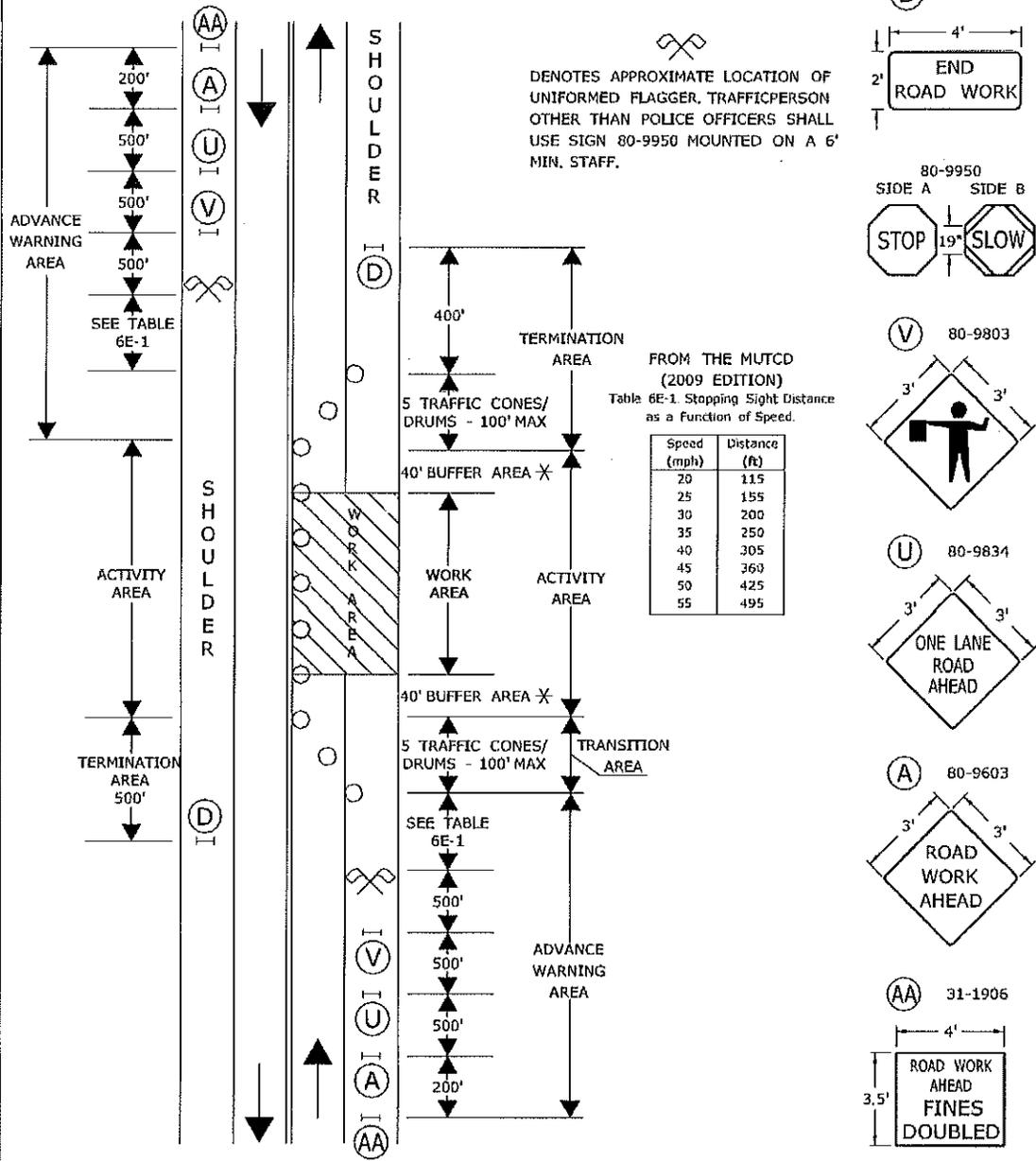
APPROVED

Charles S. Harkow
Charles S. Harkow
2012 06 05 15:54:15-0400
PRINCIPAL ENGINEER

ITEM #971001A

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

SIGN FACE
108 SQ. FT. (MIN.)



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



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* 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
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2012.08.05 15:55:45-04'00"
PRINCIPAL ENGINEER

Attachment 4

13-2.0 Clear Zones

13-2.0 CLEAR ZONES

13-2.01 Background

The clear zone concept was first established in the 1967 AASHTO report entitled *Highway Design and Operational Practices Related to Highway Safety*, known as the *Yellow Book* and revised in 1974. It provided the designer with a numerical value of 30 ft as the lateral extent needed for 80%-85% of run-off-the-road vehicles to recover. The 30-ft clear zone was predicated on the following set of conditions:

1. 60-mph vehicular speed,
2. tangent section, and
3. flat side slope.

If these conditions vary, the 30-ft clear zone should be adjusted accordingly. For example, at higher speeds, vehicles will travel farther before recovering; at lower speeds, vehicles will travel less before recovering.

Section 13-2.02 presents clear zone distances for various roadway conditions. The overall objective of these clear zone values is to achieve the 80%-85% target recovery area for run-off-the-road vehicles on any given roadway.

13-2.02 Application

The calculated clear zone widths presented in Figure 13-2A are recommended values and need not be achieved at all costs. The methodology used to determine the values in this chart are valid and provides the designer with a good frame of reference for making decisions to design safer roadside recovery areas. However, the designer must exercise judgment when applying the distances because they do not apply to every conceivable set of highway conditions. Each application of the clear zone distance must be evaluated individually.

When applying the clear zone distance, the designer must consider right-of-way availability, environmental concerns, economic factors, identification of potential hazards, safety needs and crash histories. The following items further describe the proper usage of the clear zone distances presented in Figure 13-2A:

1. Boundaries. The designer should not use the clear zone distances as boundaries for introducing roadside hazards such as bridge piers, non-breakaway sign supports or utility poles. These should be placed as far from the roadway as practical. Where roadside hazards must be placed along the highway, at a minimum they should be placed at the clear zone boundary and possibly shielded.

Design Speed	Design Year of ADT	Cuts or Fills (Negative Shelf)		Cuts or Fills (Positive Shelf)	
		1:6 or flatter	1:4	1:4	1:6 or flatter
40 mph or less	Under 750	7	7	7	7
	750-1500	10	12	10	10
	1500-6000	12	14	12	12
	Over 6000	14	16	14	14
45 – 50 mph	Under 750	10	12	8	10
	750-1500	14	16	12	14
	1500-6000	16	20	14	16
	Over 6000	20	24	18	20
55 mph	Under 750	12	14	10	10
	750-1500	16	20	14	16
	1500-6000	20	24	16	20
	Over 6000	22	26	20	22
60 mph	Under 750	16	20	12	14
	750-1500	20	26	16	20
	1500-6000	26	30	18	24
	Over 6000	30	30	24	26
65 – 70 mph	Under 750	18	20	14	14
	750-1500	24	28	18	20
	1500-6000	28	30	22	26
	Over 6000	30	30	26	28

Notes:

1. All distances are measured from the edge of traveled way. See Section 13-2.02, Comment #5.
2. See Section 13-2.02, Comment #2, for application of clear zone criteria on fill slopes.
3. See Figure 5H for illustration of a cut section with a positive shelf. See Section 13-2.02, Comment #3, on cut slopes and ditch sections.
4. The values in the table apply to all facilities both urban and rural. See Section 13-2.02, Comment #4, for utility poles in urban areas.

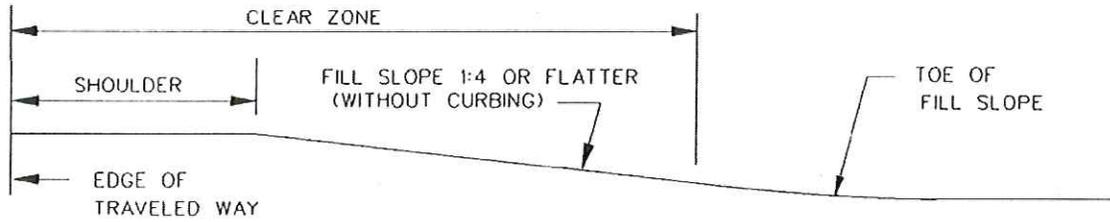
RECOMMENDED CLEAR ZONE DISTANCES (ft)

Figure 13-2A

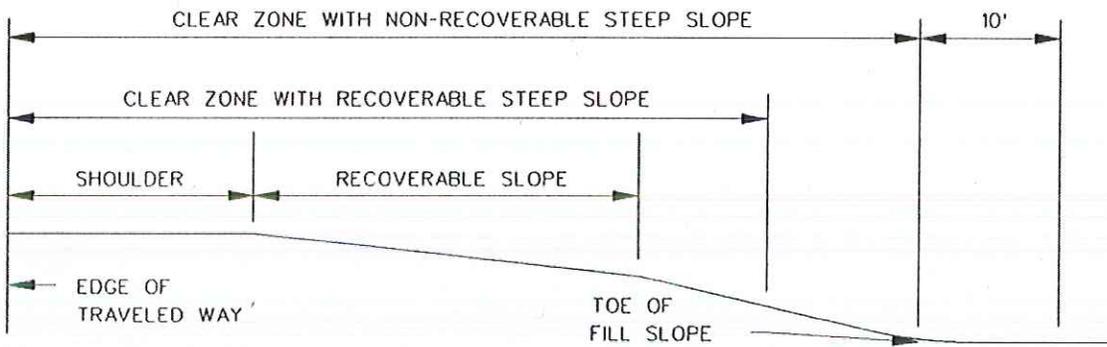
2. Fill Slopes. Figure 13-2A provides clear zone values as a function of design speed, traffic volume, and the rate of fill slopes with a positive or negative shelf. Figure 13-2B illustrates the clear zone application on fill slopes with a negative shelf. Barn-roof fill slopes may be designed with two slope rates where the second slope is steeper than the slope adjacent to the shoulder. See Figure 13-2B(b). This design requires less right-of-way and embankment material than a continuous, flatter slope. Although a “weighted” average of the slopes may be used, a simple average of the clear zone distances for each slope is sufficiently accurate if the variable slopes are approximately the same width. If one slope is significantly wider, the clear zone computation based on that slope alone may be used.
3. Cut Slopes. Figure 13-2A also provides clear zone values as a function of design speed, traffic volume, and the rate of cut slopes with a positive or negative shelf. Figure 13-2C illustrates the clear zone application in a cut section. The designer must also reference Section 13-3.06 for guidance on the proper treatment of drainage features encountered within the clear zone.

The outside limit of rounding for the backslope should be outside of the clear zone. This is illustrated in the typical section figures in Chapters Four and Five. When this is not achievable, the following approach should be used to calculate the clear zone for a ditch section:

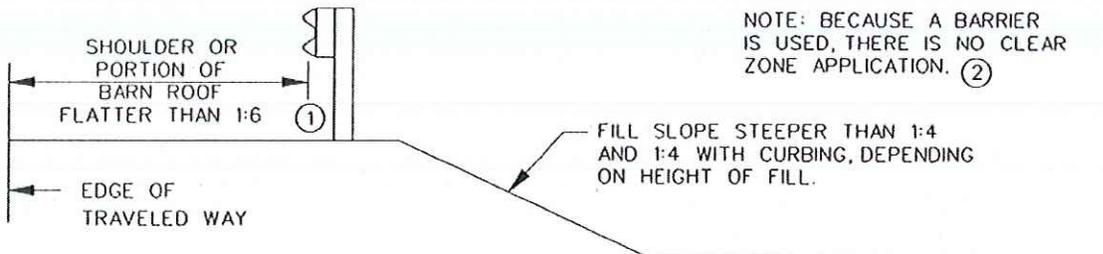
- a. Calculate the percentage of the clear zone from Figure 13-2A (negative shelf) available to the toe of the backslope.
 - b. Subtract this percentage from 100 percent and multiply the results by the clear zone for the backslope from Figure 13-2A (positive shelf).
 - c. Add the available clear zone to the toe of the backslope to the value determined in b. This yields the required clear zone from the edge of traveled way to a point on the backslope.
4. Urban Facilities. A minimum horizontal obstruction-free clearance of 1.5 ft should be provided as measured from the gutter line to any utility pole, sign or traffic signal pole. This distance is not considered a clear zone, but an operational offset. Clear zones to other fixed objects such as buildings should conform to Figure 13-2A. Refer to the Utility Setback and Design Exceptions Procedure in Section 13-2.04.
 5. Auxiliary Lanes. For auxiliary lanes, such as climbing lanes, passing lanes, etc., the clear zone will be the same as for the mainline and will be measured from the outside edge of the auxiliary lane. The clear zone will not normally apply to left- and right-turning lanes at intersections. When evaluating crossover crash potential for undivided roadways, the clear zone will be measured from the left edge of the through traveled way.



RECOVERABLE PARALLEL SLOPE (a)



BARN-ROOF PARALLEL SLOPE (b)



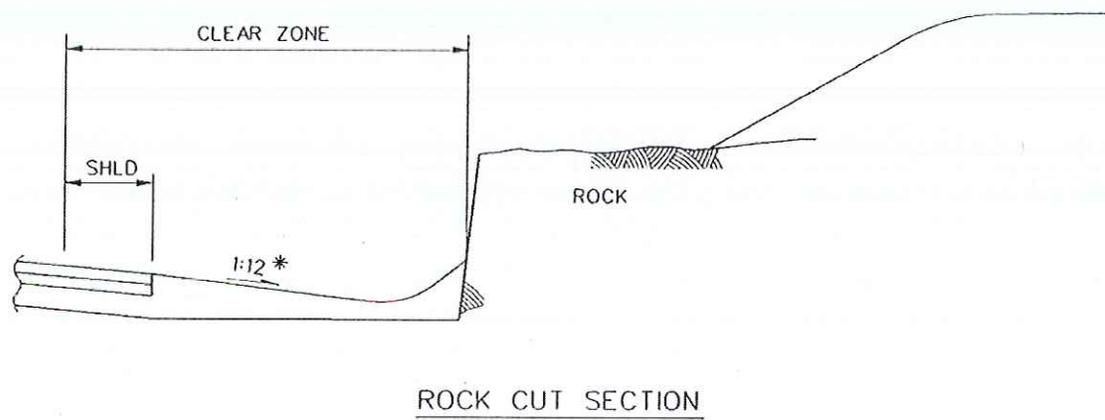
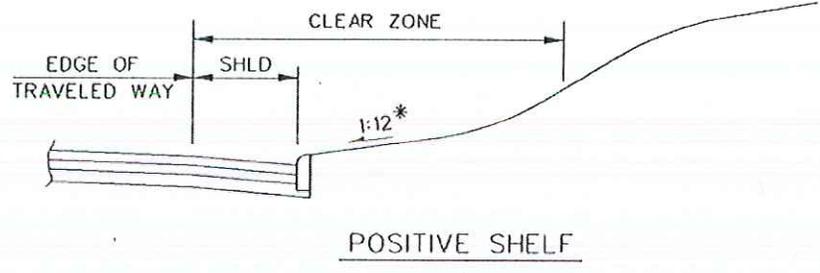
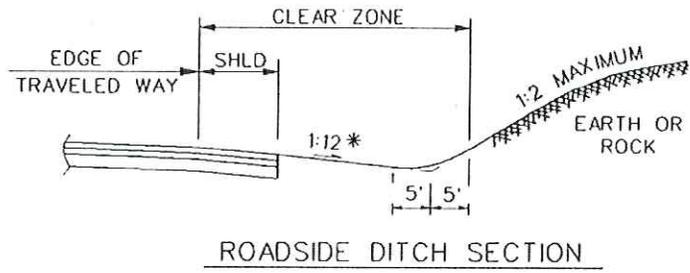
CRITICAL PARALLEL SLOPE (c)

① WHEN GUIDERAIL IS NOT USED AND THE CLEAR ZONE EXTENDS BEYOND THE TOP OF THE SLOPE, A MINIMUM DISTANCE OF 10 FT WILL BE CLEARED AT THE TOE OF SLOPE.

② SEE FIGURE 13-3A TO DETERMINE BARRIER NEED.

**CLEAR ZONE APPLICATION FOR FILL SLOPES
(Negative Shelf)**

Figure 13-2B



* 1:12 TYPICAL, 1:10 MAXIMUM

CLEAR ZONE APPLICATION FOR CUT SLOPES

Figure 13-2C

6. Horizontal Curves. Additional clear zone may be provided on the outside of horizontal curves by the use of curve correction factors that are included in the *RDG*. These increases should be considered only where crash histories indicate a need or where specific investigations indicate a high potential for crashes and where the increase to the clear zone is cost effective.

13-2.03 Rock Removal

Because of the often considerable expense in removing rock to meet roadside clear zone criteria, the Department has adopted a policy specifically for rock removal. If the costs and associated impacts with removing rock to meet the clear zone criteria in Figure 13-2A are reasonable, the designer should meet these criteria. If, however, there are significant negative impacts and/or the costs are major, the designer should evaluate the following factors:

7. Other Benefits. The rock removal may generate benefits other than those for roadside safety. These include:
 - a. improving intersection sight distance;
 - b. improving sight distance around horizontal curves; or
 - c. improving any rock stability, ground water and/or icing problems.

Any additional benefits should be considered when determining the extent of the rock removal.

8. Alternative Improvements. Where the designer determines that retaining the rock within the clear zone presents a significant roadside hazard, the designer should consider alternative improvements to rock removal. These include:
 - a. installing a single-faced concrete barrier or guiderail, and
 - b. providing a positive slope (with rounding at its toe) up to the face of the rock (1:4 or steeper) to provide limited vehicular redirection; see Figure 13-2C.
9. Application. If rock is within the clear zone and more than 18 ft from the edge of traveled way, the ConnDOT Design Exception Committee will review the case and will either:
 - a. determine that rock removal is appropriate because of its crash potential, or
 - b. grant a waiver of the clear zone criteria.

Designers should also discern whether or not the rock is in a condition that may imperil the traveling public by flaking, falling or icing. If so, the designer should evaluate the need for and proper type of roadside barrier protection. This should be documented in the project file and verification sought from the Design Exception Committee.