

CONTRACT AWARD
SP-38 - Rev. 11/17/16
Prev. Rev. 5/21/14

Pam Anderson
Contract Specialist

860-713-5088
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0132

Contract Award Date:

9 April 2018

Bid Due Date:

27 March 2018

CONTRACT AWARD

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

DESCRIPTION: **Railroad Bridge Maintenance Services for The Department of Transportation.**

FOR: **Department of Transportation, All Using State Agencies,
and Political Subdivisions**

TERM OF CONTRACT: **April 9, 2018 through March 31, 2021**

AGENCY REQUISITION NUMBER: **DOT Rail**

IN STATE (Non-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	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.

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

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **PAM ANDERSON**

Title: Contract Specialist

Date:

CONTRACTOR INFORMATION:

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

Company Name: Hammonasset Construction, LLC **DOT ID #061500579**
Company Address: 64 Groveway, Clinton CT 06413
Tel. No.: 860 664-0404 **Fax No.:** 860 669-8013 **Contract Value:** \$300,000.00 (est.)
Contact Person: Kimberly Simoncini **Delivery:** As Requested ARO
Contact Person Address: same as above
Company E-mail Address and/or Company Web Site: hammonasset@gmail.com
Remittance Address: N/A
Certification Type (SBE, MBE or None): None **Agrees to Supply Political SubDivisions:** Yes
Payment Terms: Net 45 days ARO

CONTRACTOR INFORMATION:

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

Company Name: Mohawk Northeast, Inc. **DOT ID #354975**
Company Address: 170 Canal Street, Plantsville CT 06479-0037
Tel. No.: 860 621-1451 **Fax No.:** 860 620-9974 **Contract Value:** \$300,000.00 (est.)
Contact Person: Allan R. Heinke III **Delivery:** As Requested ARO
Contact Person Address: same as above
Company E-mail Address and/or Company Web Site: russ@mohawknortheast.com www.mohawknortheast.com
Remittance Address: N/A
Certification Type (SBE, MBE or None): None **Agrees to Supply Political SubDivisions:** Yes
Payment Terms: Net 45 days ARO

CONTRACTOR INFORMATION:

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

Company Name: Old Colony Construction, LLC **DOT ID #1833785**
Company Address: 10 Bluff Ave., Unit 121, Clinton CT 06413
Tel. No.: 860 664-8042 **Fax No.:** 860 664-9175 **Contract Value:** \$300,000.00 (est.)
Contact Person: Michelle Murano Neri **Delivery:** As Requested ARO
Contact Person Address: same as above
Company E-mail Address and/or Company Web Site: michelle@occllc.com
Remittance Address: N/A
Certification Type (SBE, MBE or None): None **Agrees to Supply Political SubDivisions:** Yes
Payment Terms: Net 45 ARO

CONTRACT

17PSX0132

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Hammonasset Construction, LLC
Mohawk Northeast, Inc.
Old Colony Construction, LLC

Awarded Contractors

RAILROAD BRIDGE MAINTENANCE SERVICES

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by 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) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

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- (f) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
 - (g) **Contractor:** A person or entity who submits a Bid and who executes a Contract.
 - (h) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (i) **Day:** All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (j) **Force Majeure:** Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (k) **Goods:** For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (l) **Goods or Services:** Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (m) **Invitation to Bid:** A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (n) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) **Services:** The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (p) **State:** The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) **Termination:** An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) **Title:** all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. **Term of Contract; Contract Extension.** The Contract will be in effect from the Effective Date through March 31, 2021. The parties, by mutual agreement, may extend this Contract for

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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:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or 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.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) Price Adjustments:

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

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remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

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

5. Rejected Items; Abandonment.

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

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

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

- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the 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

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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.

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

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

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

15. Indemnification.

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

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of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

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

17. Contractor Guaranties. Contractor shall:

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

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

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or

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nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

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

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

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

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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 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;

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- (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;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;

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- (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;
- (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

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(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 shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal

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Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the 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;

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(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, 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, intellectual disability, mental disability or

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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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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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:
 - (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;

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- (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 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

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provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

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

If to the Contractor:

At the address set forth on Form SP-38.

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

(a) 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.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Railroad Protective Liability: When the Contract involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by the contractor and/or its subcontractor(s), the Contractor shall carry Railroad Protective Liability insurance providing coverage of at least two million dollars (\$2,000,000.00) for each accident occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least six million dollars (\$6,000,000.00) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the

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railroad right-of way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the State, (v) any other party with an insurable interest. If such insurance is required, the Contractor shall obtain and submit evidence of the minimum coverage indicated above to the State prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities are accepted by the State.

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

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

(h) **Reserved**

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

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

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

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

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

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

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42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
43. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The 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

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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.
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 Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given

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effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

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

51. Cross-Default.

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

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

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or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. 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 of 1996.
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,

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as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

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

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et*

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seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Audit Requirements for Recipients of State Financial Assistance.
This paragraph was intentionally left blank.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. Definitions:

Access Agreement - An agreement form provided by the railroad that must be completed by the Contractor prior to any work on the Railroad Right of Way.

Class A Groundsman - An employee of the railroad power department authorized to de-energize and re-energize and ground high tension power lines.

ConnDOT Engineer - The ConnDOT Engineer in this specification is the Client Agency assigned ConnDOT Engineer given the authority as defined in section 1.05.01 of the Standard Specification for Roads, Bridges, Facilities and Incidental Construction, Form 817. The Office of Rail Construction shall be responsible for all requirements stated in section 1.05.01.

ConnDOT State Inspector - Client Agency representative that oversees work performed by the Contractor and holds Contractor accountable to the requirements of the work performed against this Contract.

EPA - Environmental Protection Agency

Form 817 - Client Agency's Standard Specifications for Roads, Bridges, Facilities and Incidental Construction.

FRA - Federal Railroad Administration

PO - Purchase Order

Railroad Right of Way - Client Agency owned property in which railroad operators have a right to run trains.

Rental Services - Maintenance and equipment services for railroad bridge maintenance and repair.

2. General Contract Requirements:

- a) This Contract is for the rental of railroad bridge maintenance services for Client Agency. Rental of services must include all equipment with operator(s) as well as tools and labor necessary for the complete performance of the particular service required. Contractor providing the service shall have complete responsibility for equipment and labor being used and shall provide all fuel, maintenance and repair for that equipment.
- b) Rental time does not include travel time to and from the project site. Cost of transporting personnel, picking up materials at locations designated by Client Agency, required rental

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equipment and services to and from the area shall be the responsibility of Contractor. Client Agency shall not pay additional fees for transporting equipment.

- c) Contractor shall perform work on railroad rights-of-way and may be required to use specialized hi-rail equipment to access the site and/or perform work from track level.

3. Work On Railroad Right of Way:

Contractor shall be required to provide rental services for projects on the Railroad Right of Way and shall be required to:

- a) Provide evidence of the applicable standard railroad Access Agreement with the railroad.
- b) Coordinate flagging requirements with railroad companies.
- c) Pay for a railroad flagger and a Class A Groundsman. A railroad flagger is a railroad employee qualified on the rules of the operating department and is the contact employee qualified to obtain the use of track. These are considered outside services and charges for such services may be invoiced to Client Agency for the actual cost paid to the Railroad plus a 10% markup.
- d) The Client Agency may choose to execute an agreement with the Railroad to pay through a force account agreement.

4. 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.

Current prevailing wage rates can be found in Attachment C, Prevailing Wage Rates.

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5. FORM 817:

All work performed must be in accordance with FORM 817 including all supplements and other applicable standards. Printed copies of FORM 817 and all supplements are no longer available. Electronic copies can be accessed at: <http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>

6. Operating Standards:

Contractors supplying Equipment and Services operated by Contractor shall be required to comply with the current Occupational Safety and Health Administration (“OSHA”), CFR, Parts 1910 and 1926 and the Connecticut OSHA Standards, Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations.

7. Contractor Selection:

Utilization of a particular Contractor to support a project shall be based on one of the three (3) methods described below. Performance of Contractors on previous projects shall be considered in the issuance of purchase orders. Client Agency reserves the right to base its decision to issue purchase orders based on Contractor availability, Contractor response time, equipment types available, specialized services required or other pertinent service factors solely at the Client Agency’s discretion. Client Agency may interview Contractor to determine if they are qualified to perform the required services. Documented experience may be requested. Required insurance must be on file before a purchase order is issued. Client Agency shall select Contractor by one of the following three (3) methods:

a) Standard Contract Use

Client Agency shall estimate the scope of services for a planned activity at a particular site. The costs for the scope of services must be evaluated using the unit prices of Contractors on Contract. The estimated lowest-priced Contractor shall be contacted by Client Agency to see if the Contractor is able to meet the schedule required for the work. If the Contractor is unable to respond to the schedule requirements of Client Agency, the next lowest price awarded Contractor shall be contacted until a Contractor is selected.

b) Specialized Contract Use

Client Agency shall prepare a scope of work for a particular project, which must be provided to all Contractors. All Contractors shall be requested to submit a cost proposal and work plan (as needed) for the required services. Client Agency shall evaluate each of the proposals and authorize the selected Contractor to proceed. Client Agency may provide comments or other conditions to revise the selected Contractor’s work plan. Any additional or unforeseen work must be paid at existing Contract rates in accordance with

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Contract terms and conditions. The lowest-price Contractor shall be contacted by Client Agency to see if Contractor is able to meet the schedule required for the work. If the Contractor is unable to respond to the schedule requirements of Client Agency, the next lowest-price Contractor shall be contacted until a Contractor is selected.

c) **Standard and Specialized Contract Use Combined**

In some instances, the project scope may be such that the pricing is in accordance with existing Contract unit prices for a portion of the project work (i.e. Standard Contract Use) while the remaining prices may be solicited (i.e. Specialized Contract Use). The lowest-price Contractor for the total project scope must be contacted by Client Agency to see if Contractor is able to meet the schedule required for the work. If the Contractor is unable to respond to the schedule requirements of Client Agency, the next lowest-price awarded Contractor shall be contacted until a Contractor is selected.

In the event that more than one Contractor piece of equipment can be used to perform requested work, Client Agency at its discretion shall determine the Contract item to be included in the purchase order to accomplish the work.

A mandatory pre-construction meeting must be conducted for each project prior to beginning work. Contractor shall not be paid for attending or traveling to pre-construction meeting.

Contractor shall conform to the specifications established by Contract and purchase order requirements. If there are any proposed minor deviations from these requirements, it is Contractor's responsibility to acquire Client Agency written approval for such deviations at the pre-construction meeting. Alternate proposals or methods are not acceptable under the terms of this Contract. Client Agency may assign work to multiple Contractors simultaneously in an effort to accomplish its project schedules.

8. Contacting a Contractor:

A period of two (2) consecutive days or forty-eight (48) hours, Saturday and Sunday excluded, must be the time limit for attempting to contact a low price Contractor prior to contacting the next to lowest Contractor. The availability of a Contractor to start work when requested, normally, within five (5) working days after receiving notification of the purchase order number, must be considered when selecting the lowest available qualified Contractor. The time limit may be extended at the discretion of Client Agency.

EXHIBIT A

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9. Pricing and General Specifications:

- a. Contractor shall provide the majority of the services required by Client Agency. In the event it becomes necessary for Contractor to use any subcontractor, requests for approval are to be submitted to Client Agency Office of Rail prior to the start of any work. Client Agency reserves the right to reject any proposed subcontractor. Contractor acknowledges that any work provided under Contract to any Client Agency is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.
- b. Whenever Contractor intends to purchase goods or services from a subcontractor or supplier (at any tier) in which Contractor has a financial interest, Contractor shall inform Client Agency of the nature and extent of its interest in advance in writing. Client Agency may accept or reject such subcontractor or supplier as it deems appropriate. Additionally, the price charged by Contractor prior to the contractually-allowed mark up (as applicable) must be the same as that paid by its subsidiary, affiliate, or parent company no matter how far up or down the chain of ownership from Contractor, as if Contractor performed that work itself.
- c. Unless otherwise directed by Client Agency, Contractor shall provide a minimum of three (3) quotes for subcontracted goods or services having a value in excess of ten thousand dollars (\$10,000.00).
- d. This is a firm fixed price Contract. Contractor shall not change prices, except as expressly allowed in accordance with its terms, through the term of Contract. No markup is allowed on any piece of rental equipment, subcontracted labor, or materials listed on Exhibit B, Price Schedule. Markup for materials and outside services not listed must not exceed ten percent (10%).

If the Contractor encounters an unforeseen site condition that is outside the scope of the PO, which impedes Contractor from continuing the work described in the PO, Client Agency may add a specific task for the Contractor to correct the impediment so that Contractor can continue work assignment on PO. Unit rates for any tasks added to PO for unforeseen site conditions must be approved by Client Agency prior to any work being performed.

- e. Labor rates are the price per man-hour (prevailing wage rate) for project site labor performed by each labor classification as defined under Labor Class Definitions in Exhibit B, Price Schedule. Time begins when the Contractor is at the site and ready to work. Trip time, travel time or any other miscellaneous charges pertaining to the providing of labor listed on

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Contract are not allowed. Labor rates must be calculated in terms of straight time, overtime, and premium time which, for the purpose of Contract shall be defined as follows:

- i. Straight time shall mean an approved 40 hour weekday schedule, which is project specific, Monday through Friday;
 - ii. Overtime rates for manpower may not exceed time-and-one-half of the straight time rate and shall only be for those hours when an overtime wage rate is paid to the employee, as shown on certified payrolls and pre-approved in writing by Client Agency project coordinator. Such overtime may only include the time in excess of an approved 40 hour weekday schedule and all day Saturday;
 - iii. Premium time rates for manpower may not exceed double-time of the straight time rate and must only be for those hours when premium wage rates are paid to the employee, as shown on certified payrolls;
 - iv. Overtime and premium rates must not be applied to equipment rental rates. Daily rates for equipment apply for any overtime and premium time.
- f. Client Agency shall monitor the use of all labor and equipment. If Client Agency determines that manpower or equipment is not being utilized, Client Agency shall not pay manpower or equipment remaining idle.
- g. The equipment and tools listed in Exhibit B, Price Schedule must be available to the Contractor. The equipment and tools do not have to be on the project site every day unless they are necessary to properly complete the services required. Client Agency shall only pay for the hours the equipment is actually used.

Equipment must be in safe operating condition at all times. Delays caused by equipment failure or failure of crews to perform services will result in non-payment for these hours. All personnel participating in Contract shall wear all safety equipment as required by OSHA Standard 29 CFR 1926.28(a) and as required by any railroad entity in whose right-of-way work is performed.

- h. Client Agency shall not pay for tools of the trade which include but are not limited to the following:
- I. Reusable hand and small tools; i.e. screwdrivers, hammers, hand shovels, garden hoses
 - II. Reusable protective clothing
 - III. Computer equipment and software including all costs relating to use of such equipment
 - IV. Communication equipment, including but not limited to regular and cellular telephones, including all costs relating to the use of such equipment
 - V. Consumable supplies/equipment
 - VI. Cost of routine cleaning of equipment

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- VII. Monitoring equipment related to implementation of Hardware Against Software Piracy ("HASP")

i. **Equipment Regulations:**

Contractors renting or supplying equipment or vehicles are required to have the equipment or vehicles properly equipped for the job. Equipment must be in compliance with all of the applicable Federal, State of Connecticut Department of Motor Vehicles ("DMV") and local regulations. All operators of specialized equipment must be properly trained and licensed. Proof of licenses may be requested at any time by ConnDOT Engineer.

j. **Connecticut Registration Requirements:**

Contractor shall comply with all applicable provisions and regulations of Title 14 of Connecticut General Statutes. Under State law, a commercial vehicle used by Contractor in conjunction with Contract may be subject to State registration requirements. CGS §14-12a requires such registration for any vehicle which is most frequently garaged in the State, or most frequently leaves from and returns to, one or more points within the State in the normal course of operation. In addition, a vehicle must obtain a Connecticut registration if it continuously receives and discharges cargo within the State; DMV shall monitor compliance of this regulation.

k. **Equipment Inspection:**

Equipment must be in good operating condition and be available for inspection by State inspectors at a location within the State prior to the issuance of a purchase order. Contractors shall comply with any required FRA and Railroad specific equipment inspections. If the Contractor's equipment is unavailable for inspection or unable to perform the specified work, Client Agency shall contact the next lowest priced Contractor offering the required equipment or services. Contractor shall provide all the necessary equipment and supplies for each crew required.

l. **Basic Repair Unit:**

Equipment specified as part of the basic repair unit for a particular task as such tasks are described in this Exhibit A must be available for use at all times. Comparison of manufacturers' model designations and unit capabilities shall be referenced through the latest edition of the Rental Rate Blue Book published by Equipment Guide Book Company, Palo Alto, CA.

The hours of use for all equipment are to be calculated at the project site. Time begins when Contractor is at the site and ready to work. Client Agency does not allow trip time, travel time, delivery charges, or any other miscellaneous charges pertaining to the

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rental of equipment, except for the mobilization of large, non-over-the-road equipment. Mobilization of the large, non-over-the-road equipment (wheel and track) to and from the project site which is necessary for the performance of work shall be paid as the actual time required to move the equipment and may not exceed two (2) hours. Mobilization will not be paid for any equipment mobilized for the convenience of Contractor.

The actual number of hours recognized and paid for truck drivers and dump trucks/trailers utilized to haul material from the project site each day shall be calculated only from the time that the truck drivers and dump trucks/trailers are on the project site ready to work until they complete their last load and return to the project site or Contractor's office, whichever is shorter in distance. Travel time to the project site will not be considered for payment.

Client Agency shall provide Contractor with the analytical results for soil requiring off-site disposal. Contractor shall then obtain and complete all necessary paperwork, including waste profiles, Material Shipping and Receiving Log ("MSRL") and similar forms and then forward them to Client Agency for signature as generator. Contractor shall be responsible for all scheduling and coordination with the selected facility and preparation of all manifests and bills of lading. When needed, Client Agency shall obtain the EPA Generator Identification number and provide such number to Contractor.

m. Painting:

Removal of paint and painting under the terms of Contract will be incidental to bridge repairs. Removal of paint to make structural steel repairs and/or modifications, involving only touch-up paint of the area where the paint was removed to do the repairs and/or modifications shall be allowed by Contractor holding QP-1 or QP-2 certificates from the Structural Steel Painting Council. Contractors are required to comply with OSHA Lead Standard 29CFR 1926.62, the United States Environmental Protection Agency ("USEPA") Resource Conservation and Recovery Act ("RCRA") Hazardous Waste Regulations (40 CFR Parts 260 through 274), the State of CT Department of Energy and Environmental Protection ("DEEP") Hazardous Waste Regulations (Regulations of Connecticut State Agencies ("RCSA") 22a-209-1 and 22a-449(c) and Best Management Practices for the Protection of the Environment, Section 10, Exhibit A. Contractor shall provide all labor, materials, tools, equipment, services, testing and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards, codes and Best Management Practices for the Protection of the Environment described in this Exhibit A.

Waste materials must be collected and placed in containers provided by Contractor. Contractor shall be responsible for removing and disposing of such materials from work sites, this work shall be considered an outside service handled in accordance with those provisions of Contract.

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All materials supplied by the Contractor under Contract are subject to the physical sampling and written certification requirements of FORM 817. Quality control of work shall be the responsibility of Contractor through its working supervisor. Contractor shall be responsible for all work performed on any project, all work performed by its subcontractors and the performance of all equipment installed or utilized. In addition, any work done or materials used without inspection by a Client Agency representative may be ordered exposed for examination and testing and restored at Contractor's expense. If any completed work or materials used are found unacceptable, the work or materials shall be replaced at the Contractor's expense.

All costs related to any damage caused by Contractor's action or inaction, or defective materials supplied by Contractor, shall be the Contractor's responsibility including but not limited to repair/replacement of such defect, contaminated soil and groundwater remediation and disposal. Any property damage caused by Contractor shall be repaired to the satisfaction of Client Agency at no cost to Client Agency.

n. Night Work:

If night work is to be performed utilizing any of the various types of bridge repair units, Contractor shall provide bright wide angle retro-reflective sheeting signage for the work area and provide all lighting for illumination of traffic control and signing operations and for illumination of the work area to the satisfaction of ConnDOT Engineer. Required illumination must consist of one (1) "light-plant" (a gasoline-powered, trailer-mounted generator unit with four (4) high-intensity lamps on an extendable stanchion that operate and focus independent of each other), per work crew area or approved equivalent, at the discretion of ConnDOT Engineer. The cost of illumination of traffic control and signing operations shall be paid for under the night additional cost for traffic control. The illumination of the work area shall be paid for under the night additional cost for items 1, 2, 3, 4, 5, 7, 8, 9, 10 of Exhibit B, Price Schedule.

Retro reflective sheeting for signage must be performed in accordance with Form 817 Section M.18.09.

Night hours normally are considered to be from 6:00 p.m. to 6:00 a.m. but shall be determined at the pre-construction meeting by ConnDOT Engineer.

o. Working Over or Near Water:

Work performed over or near water must be paid at the applicable rate in Exhibit B, Price Schedule when additional personnel are required and approved by Client Agency. If additional personnel are not required, Contractor shall be paid at the regular hourly rate. Contractors are required to comply with OSHA Standard 29 CFR 1926, 106 and CGS §15-140c, when working over or near water.

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Work over or near water must be considered any work where a danger of drowning exists and must be discussed at the pre-construction meeting. If a boat is required, Contractor shall provide an operator and boat at no additional cost. The boat must be equipped with all safety equipment required by government regulations. Contractor shall provide to ConnDOT Engineer copies of all necessary permits, licenses and registrations for the boat and operator. The boat must be operable and available at all times. In the event of a breakdown, hazardous over water work must discontinue until the boat is repaired or replaced.

p. Traffic Control:

Contractor shall be responsible for supplying, erecting, maintain, moving and removing all signs, sign supports, barricades, traffic cones, traffic delineator and any other materials necessary as set forth in the provisions of the section identified as "Work Zone Traffic Control Operators" in Exhibit A. Contractor shall provide all lighting to illuminate the work area and illumination for traffic control and signing operations. If night work is performed utilizing traffic control, Contractor shall be responsible for providing bright wide angle retro-reflective sheeting signage in accordance with Form 817 M.18.09.

On projects utilizing uniformed police officers, Client Agency personnel shall determine the type of traffic personnel and the number of officers required at the pre-construction meeting.

q. Traffic Personnel Requirements:

Traffic personnel shall be trained in the proper performance of their duties.

i. Uniformed Flaggers: Uniformed Flaggers ("Uniformed Flaggers") must have successfully completed a flagger training program from American Traffic Safety Services Association ("ATSSA"), National Safety Council ("NSC") or other approved programs. A copy of the Uniformed Flagger's training certificate shall be provided to Client Agency's representative before the Uniformed Flagger performs any work on the project. Uniformed Flaggers shall wear garments (including high visibility headgear) so as to be readily distinguishable as a Uniformed Flagger, in accordance with Standard 6E-3 of The Manual on Uniformed Traffic Control Devices ("MUTCD") published by the Federal Highway Administration ("FHWA").

Each Uniformed Flagger shall also be equipped with a STOP/SLOW paddle that is at least eighteen inches (18") in width with letters at least six inches (6") high and conforms to Standard 6E-4 of the MUTCD.

Traffic control must be performed in accordance with Work Zone Traffic Control Operations Section 6, Exhibit A including the general notes for traffic control and traffic

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control plan, as applicable and conform to National Cooperative Highway Research Program ("NCHRP") Report 350 (TL-3).

Contractor shall be responsible for the scheduling and payments of Uniformed Flaggers used for traffic control.

ii. Uniformed Police Officers: Uniformed Police Officers ("Uniformed Police Officers") must be sworn municipal police officers or uniformed constables. Their services must include an official municipal police vehicle when requested by Client Agency.

Uniformed Police Officers must wear high visibility safety garments that comply with OSHA, MUTCD and ASTM Standards that are provided by their law enforcement agency. If no high visibility safety garment is provided, Contractor shall provide the law enforcement personnel with a garment meeting these requirements.

Contractor shall be responsible for the scheduling and payments of Uniformed Police Officers used for traffic control.

r. Pricing for Traffic Control:

Traffic Control Items 9A, 9B, 9E, 9F and 9G identified in Exhibit B, Price Schedule are priced at an hourly basis. Client Agency shall pay the rate offered for half (1/2) hour increments up to and not to exceed two (2) hours per day when required and shall be set up and removed by Contractor where traffic control is required. Traffic Control Items 9C, 9D and 9H on Exhibit B, Price Schedule must be paid for actual hours used. Crash Units without Operators when a unit is idling with lights flashing must be paid for between the set up and breakdown times.

The cost of providing traffic controls is a factor in determining the lowest priced Contractor for each purchase order). The pricing must be adhered to throughout the term of Contract.

If Uniformed Flaggers are required by Client Agency, they shall be paid for at the rate bid for Item 9D on Exhibit B, Price Schedule.

If Uniformed Police Officers are utilized as traffic personnel this shall be considered an outside service and handled in accordance with those provisions in the Contract.

Payments for Uniformed Police Officers utilized by Contractor for its convenience, and not approved by ConnDOT Engineer, is the responsibility of Contractor.

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s. Holidays:

Contractor shall not be permitted to work on the following legal holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Contractor shall not be permitted to work on the day before and the day after any of the holidays listed above.

This applies also to the Friday immediately preceding any of the above legal holidays celebrated on a Monday and the Monday immediately following any of the above legal holidays celebrated on a Friday.

t. Environmental Compliance:

Contractor shall be required at all times to be in compliance with the environmental laws and regulations promulgated by the Connecticut Department of Energy and Environmental Protection ("DEEP") and the Federal government. During any period that Contractor is found to be in noncompliance, new purchase orders must not be issued for that Contractor. Contractor shall also comply with Section 1.07.16 and 1.10.03 of the Form 817 and ConnDOT's Best Management Practices for the Protection of the Environment, Section 10, Exhibit A.

u. Certification:

It is the Contractor's responsibility to ensure that all persons engaged in work under this Contract in a classification that requires special certifications or licenses including welders, divers, electricians, boom operators and truck operators requiring CDL, possess these special licenses or certificates. A sufficient number of licensed and certified operators shall be present on the project site to operate any necessary equipment without interruption to the job. Underwater divers shall possess commercial diving licenses as required by OSHA requirements, 29 CFR, PART1910.410.

v. Safety Precautions:

Contractor shall be responsible for taking all necessary precautions for safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal regulations to prevent accidents or injuries to persons on, or about, or adjacent to the premises where the work is being performed. Work areas must be kept tidy, clean and free from unnecessary rubbish.

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Contractor shall erect and properly maintain at all times, as required by the conditions and progress of work, all necessary safeguards for the protection of workers and the public. Contractor shall post danger signs warning against any hazards created by construction. Contractor shall designate a responsible member of the Contractor's organization on the work site whose duty is the prevention of accidents. The name and position of the person designated shall be reported to Client Agency by Contractor.

w. Extenuating Circumstances:

Extenuating circumstances which affect work performed and payments: Payments shall not be made by Client Agency for rental of equipment operated by Contractor or for services, when work cannot be performed due to extenuating circumstances or adverse weather conditions as determined by Client Agency and Contractor has been given adequate notification of the temporary shutdown of work. The term adequate notification shall be discussed and agreed upon between Client Agency and Contractor prior to work shutdown, at the pre-construction meeting.

Payments shall not be made by Client Agency for rental of equipment operated by the Contractor services or Traffic Control (i.e. Uniformed Police) if Contractor cancels for the day.

When hourly work is already started by Contractor, and it has to be canceled by Client Agency because of extenuating circumstances or adverse weather conditions, Contractor shall be paid for a minimum of four (4) hours at the applicable rate.

x. Expiration of Contract/Continuation of Work until Completion:

In the event that Contract period expires and Contractor has not completed projects that are underway, Client Agency may allow or require Contractor to complete these projects if the following conditions are met:

- I. Prices bid under Contract remain in effect until work is completed.
- II. All other contractual obligations and conditions remain the same, including insurance requirements and prevailing wage scales, if applicable.

10. ConnDOTs Best Management Practices for the Protection of the Environment:

The following items are specifically designed for use by Client Agency during construction and maintenance projects. Any of these items may be superseded by specific permits from DEEP and specifications provided under the Specialized Contract Use. Any design changes requiring a variance from these items due to construction methods must be submitted to Client Agency for review and transmitted to DEEP for approval, if necessary. The definition of ConnDOT Engineer and Contractor

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are found on page two (2) of the current Form 817 and refer to Client Agency personnel and hired Contractors. All construction and maintenance activities must be consistent with related Client Agency administrative memorandums concerning procedures and responsibilities for the control of erosion and sedimentation.

a. General Conditions:

- i. No construction may proceed until erosion and sedimentation control plans, prepared by Contractor, have been submitted in writing and approved by ConnDOT Engineer, and such controls have been installed as the sequence of construction necessitates as per Form 817, Item 2.10.01. This plan must be consistent with DEEP Connecticut Guidelines for Soil Erosion and Sediment Control (2002) as revised. This can be found on the DEEP website: www.ct.gov/deep/soilerosionandsedimentcontrol
- ii. No equipment, materials, or machinery may be stored, cleaned, repaired or refueled within twenty five feet (25') of any wetland or watercourse.
- iii. No construction may proceed until a method to prevent construction debris, paint, spent blast materials or other materials from entering the wetland or watercourse has been approved by ConnDOT Engineer, and such method has been implemented as the sequence of construction necessitates. These materials must be collected and disposed of in an environmentally safe manner as determined by Federal, State and local laws. ConnDOT Engineer shall monitor wind velocities and storm events during the conduct of such work, and shall cause such activity to cease if storm conditions threaten to cause deposits of material to fall into the waterway.
- iv. No materials resulting from construction or maintenance activities may be placed in or contribute to the degradation of an adjacent wetland or watercourse. Disposal of any material shall be in accordance with CGS § 22a-207 through 22a-209.
- v. Fording of streams with equipment is prohibited, except where approved by ConnDOT Engineer. Such equipment travel must be minimized in any case. Where frequent equipment travel on stream banks and beds is necessary, washed stone must be placed to minimize erosion, scour and turbidity, provided no significant grade change will occur and no significant environmental impact will result. DEEP approval shall be required for any haul road or temporary structure placed in wetlands or watercourses.
- vi. All off-site disposal locations for material and debris resulting from the progress of a project must be noted on a map and submitted to ConnDOT Engineer for acceptability. This map must also show the location for final disposal of surplus material, and the type of material to be disposed. Contractor shall ensure that these locations are outside of designated wetlands or watercourses, unless otherwise approved by State or Federal agencies.

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- vii. A construction sequencing plan and a water handling plan including a contingency plan for flood events must be submitted in writing to ConnDOT Engineer for approval prior to the commencement of any construction in a waterway. At all times, water must be kept deep enough in the channel to allow for the passage of fish and continuous flow of the watercourse when applicable.
 - viii. Where de-watering is necessary, pumps may not discharge directly into a wetland or watercourse. Prior approval of ConnDOT Engineer is required for the specific methods and devices, such as pumping the water into a temporary sedimentation bowl, providing surge protection at the inlet and outlet of pumps, or floating the intake of the pump, or other method to minimize and retain the suspended solids. The method employed must be of sufficient capacity to accommodate the hydraulic demand. If ConnDOT Engineer determines that the pumping operation is causing turbidity problems, said operations must cease until such time as feasible means of controlling turbidity are determined and implemented.
 - ix. Cofferdams and other measures such as bank stabilization must be of minimal size as approved by ConnDOT Engineer. In all cases such installation may not cause flooding or increased scouring potential.
 - x. Work within and adjacent to watercourses must be conducted during periods of low flow whenever possible. ConnDOT Engineer shall remain aware of flow conditions during the conduct of such work, and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation or turbidity. During storms every effort must be taken to secure the worksite.
- b. Lead Compliance for Miscellaneous Exterior Tasks
- I. All activities must be performed in accordance with the OSHA Lead in Construction Regulations (29CFR 1926.62), the USEPA RCRA Hazardous Waste Regulations (40 CFR Parts 260 through 274), DEEP Hazardous Waste Regulations (RCSA 22a-209-1 and 22a-449(c)) and the USDOT Hazardous Material Regulation (49CFR Part 171-180).
 - II. All activities must be performed by individuals with appropriate levels of OSHA lead awareness and hazard communication training and be supervised by Contractor's Competent Person (as defined in OSHA 29CFR 1926.26) on the project site at all times. Contractor's Competent Person is one who is capable of identifying existing and predictable hazards existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

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- III. Contractor shall note that all the disposal of contaminated and hazardous materials must go to a facility approved by Client Agency using transporters approved by Client Agency. Contractor shall prepare the manifest(s) required by Regulations of Connecticut Agencies § 22a-449(c)-102 or any other manifest, shipping paper or bill of lading, prior to the transportation and disposal of any of the aforementioned wastes.
- IV. Prior to the beginning work that impacts lead paint, Contractor shall submit the following to ConnDOT Engineer:
- a) Work plan for work impacting lead paint including engineering controls, methods of containment of debris and work practices to be employed, as needed, to minimize employee exposure and prevent the spread of lead contamination outside the Regulated Area (as such term is defined in the applicable purchase order on a project by project basis).
 - b) Copies of all employee certificates, dated within the previous twelve (12) months, related to OSHA lead awareness and hazard communication training and training in the use of lead-safe work practices. The Society of Protective Coatings ("SSPC") training programs may be accepted as meeting these requirements if it can be demonstrated that such training addressed all required topics.

This information must be updated and resubmitted annually, or as information changes, for the duration of the activities impacting lead to verify continued compliance.
 - c) Name and qualifications of Contractor's OSHA Competent Person under 29 CFR 1926.62.
 - d) Documentation from Contractor typed on company letterhead and signed by Contractor, certifying that all employees listed therein have received the following:
 - i. Medical monitoring within the previous twelve (12) months, as required in 29 CFR 1926.62;
 - ii. Biological monitoring within the previous six (6) months, as required in 29 CFR 1926.62;
 - iii. Respirator fit testing within the previous twelve (12) months, as required in 29 CFR 1910.134 for those who do a tight-fitting face piece respirator.

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This information must be updated and resubmitted annually, or as information changes, for the duration of the activities impacting lead to verify continued compliance.

- e) Name of Client Agency proposed State approved non-hazardous construction and demolition ("C&D") lead debris bulky waste disposal facility (DEEP-permitted Solid Waste landfill).
- f) Names of Client Agency proposed scrap metal recycling facilities. Contractor shall submit to ConnDOT Engineer all documentation necessary to demonstrate the selected facility is able to accept lead-painted scrap metal.
- g) Names of Client Agency proposed State approved hazardous waste disposal facility and copies of each facilities acceptance criteria and sampling frequency requirements.
- h) Copies of Client Agency proposed hazardous waste transporters current USDOT Certificate of Registration for Hazardous Materials Transport and the proposed transporters current Hazardous Waste Transporter Permits for the State and the waste destination state.
- i) Negative exposure assessments conducted within the previous twelve (12) months documenting that employee exposure to lead for each task is below the OSHA Action Level of 30 µg/m³. If a negative exposure assessment has not been conducted, Contractor shall submit its air monitoring program for the work tasks as part of the Work Plan (as such term is defined in the applicable purchase order on a project by project basis). Until a negative exposure assessment is developed for each task impacting lead paint, Contractor shall ensure that all workers and authorized persons entering the regulated area wear protective clothing and respirators in accordance with OSHA 29 CFR 1926.62.

No activity may commence until all required submittals have been received and found acceptable to ConnDOT Engineer

- V. Environmental sampling, including ambient air sampling, Toxicity Characteristic Leaching Procedure ("TCLP") waste stream sampling, dust wipe sampling, and air monitoring shall be conducted by Contractor as deemed necessary by Client Agency throughout the project.
- VI. All debris must be contained and vacuum collected daily or more frequently as directed by ConnDOT Engineer, due to debris buildup. Such debris, abrasive blast residue and paint chips must be stored in leak-proof storage containers in

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the secure storage site, or as directed by ConnDOT Engineer.

- VII. All storage containers, roll offs or drums must have a protective liner and removable lid. These containers must not have any indentations or damage that would allow seepage of the contained material.
- VIII. Contractor shall maintain a secure storage site, which must be large enough to handle all debris. Contractor shall store debris only in the secure site. All lead debris must be conveyed to the secure site at the conclusion of the work shift. Contractor shall account for all debris conveyed to the secured storage site and all debris transported from the project for disposal.
- IX. Contractor shall remove and containerize all lead waste material and visible accumulations of debris, paint chips and associated items. ConnDOT Engineer shall conduct a visual inspection of the work areas in order to document that all surfaces have been maintained as free as practicable of accumulations of lead in accordance with 29 CFR 1926.62(h). If visible accumulations of waste, debris, lead paint chips or duct are found in the work area, Contractor shall repeat the cleaning at no cost to Client Agency, until the area is in compliance. The visual inspection must detect incomplete work, damage caused by the abatement activity and inadequate cleanup of the work site.

11. Material Requirements:

Materials requiring written certification conforming to Section 1.06.07 of FORM 817 are as follows:

- a) Concrete (including required admixtures) - submittals in accordance with requirements of Section M.03 of FORM 817 below.
- b) Reinforcing Steel - submittals in accordance with requirements of Section M.06.01 of Form 817.
- c) Structural Steel - submittals in accordance with requirements of Section M.06.02 of Form 817.
- d) Rapid Set D.O.T. Cement - notarized Materials Certificate in accordance with the requirements of Section 1.06.07 of Form 817.

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Section M.03

1. Where Class 'S' Concrete is required, Contractor shall comply with the Standard Specifications FORM 817, Section M.03 as *supplemented herewith ITB to provide a super-plasticized concrete.*

- a) General Composition of Concrete Mix (4,000psi required):

	PROPERTY BY	WATER PER BAG	
TYPE	WT. APPROX	MAX	GEM. FACTOR
Class "S"	1 : 2.16 : 2.20	5.7 (Gals.)	7.0 (Bags/cubic yard)

- b) Coarse Aggregate: The required grading shall be obtained by using 100 percent 3/8" coarse aggregate.
- c) Cement: Type I or II Portland Cement must be used for Class "S" Concrete.
- d) Admixtures: The superplasticizer admixture must be a high-range water reducer (HRWR) capable of increasing the slump of the mix from approximately 2-½ inches to 6-½ inches upon the addition of the amount recommended by the respective manufacturer. The HRWR shall conform to ASTM C494 Type F or Type G and shall be approved by ConnDOT Engineer. The use of this material shall be in strict accordance with the respective manufacturer's written instructions and procedures.
- e) Composition: Class "S" concrete must not contain less than 6.5 percent and not more than 8.5 percent entrained air at the time of placement.
- f) Compressive Strength: The Class "S" concrete must have a minimum 4,400 psi compressive strength at twenty-eight (28) days.
- g) Consistency: Class "S" concrete must have a slump range of 2 inches to 4 inches prior to the addition of the HRWR and from 6 inches to 8 inches of slump after the addition of the HRWR. The addition rates of the air-entraining admixture (A.E.A.) and the HRWR must vary. Frequent field testing of the air content and slump prior to and after addition of the HRWR must be the determining factor of actual addition rates for each admixture.

NOTE: Contractor shall have measuring graduates marked for the proportioning of the A.E.A. and the HRWR Contractor shall not mix the A.E.A. and the HRWR together before adding to the mix.; Contractor shall not add the A.E.A. and the HRWR at the mixer simultaneously; these admixtures must be added separately in the mixing cycle. All manufactured materials must be stored, mixed and used in strict accordance with the written recommendations of the respective manufacturers.

2. Where Rapid Set (no substitutions allowed) is required, Contractor shall provide the following material:

- (a) Rapid Set D.O.T. Cement (Industrial Grade Fast Setting Cement): a calcium sulfoaluminate

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based hydraulic cement blend mixed at a 1-2-2 ratio (cement, sand, and stone).

(Notarized Materials Certificate must accompany each PO usage) Manufactured by:

CTS Cement Mfg. Corp.
11065 Knott Ave., Suite A
Cypress, CA 90630
PH. 800.929.3030

12. Work Zone Traffic Control Operations:

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines must provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area. Please see Attachment A, Work Zone Traffic Control - Signs and Traffic Plans, for all signs and traffic plans in accordance with this Section 12.

a) **Traffic Control Patterns:**

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

- I. Speed and volume of traffic.
- II. Duration of operation.
- III. 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 must 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 must 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 must be removed, covered, or turned so that they are not readable by oncoming traffic.

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

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Traffic control patterns must 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 flaggers must 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, ConnDOT Engineer or Supervisor shall contact both the District Traffic Representative and the District Safety Advisor for assistance prior to setting up a traffic control pattern.

b) Placement of Signs:

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

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

ConnDOT Engineer or Client Agency shall require that the signing 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 below, indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths must only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

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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

d) Work Zone Safety Meetings:

- I. Prior to the commencement of work, a work zone safety meeting must be conducted with representatives of Client Agency, Connecticut State Police (Local Barracks), Municipal Police, Contractor (Project Superintendent) and Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which must be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- II. A Work Zone Safety Meeting Agenda must be developed and used at the meeting to outline the anticipated traffic control issues during the construction of the project. Any issues that can't be resolved at these meetings must be brought to the attention of Connecticut DOT Engineer and the Office of Maintenance. The agenda should include:
 - Review Project scope of work and time.
 - Review pertinent contract plans and requirements related to work zone traffic control operations.
 - Review 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.

e) General

- I. 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 must not be installed.

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- II. 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 is in the case of sudden equipment breakdowns in which the pattern may be installed but Contractor shall provide replacement equipment within twenty four (24) hours.
- III. In cases of differences of opinion between Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter must be brought to the ConnDOT Engineer for resolution immediately or, in the case of work after regular business hours, on the next business day.
 - f) Installing and Removing Traffic Control Patterns
 - I. Lane closures must be installed beginning with the advanced warning signs and proceeding forward toward the work area.
 - II. Lane closures must 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.
 - III. Stopping traffic may be allowed:
 - 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.
 - IV. 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 ConnDOT Engineer, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures must be taken to safely slow traffic. If required, traffic slowing techniques may be used and must 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 or removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section h and traffic must be allowed to resume their normal travel.
- g) Use of High Mounted Internally Illuminated Flashing Arrow

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- I. On limited access roadways, one Flashing Arrow must be used for each lane that is closed. The Flashing Arrow must be installed concurrently with the installation of the traffic control pattern and its placement must 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.).
 - II. 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.
 - III. The Flashing Arrow must not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
 - IV. The Flashing Arrow board display must 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 must be in the "caution" mode when it is positioned in the closed lane.
 - V. The Flashing Arrow must not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.
- h) Use Of Truck Mounted Impact Attenuator Vehicles ("TMAS")
- I. For lane closures on limited access roadways, a minimum of two TMAS must be used to install and remove traffic control patterns. If two TMAs are not available, the pattern must not be installed.
 - II. 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.
 - III. Generally, to establish the advance and transition signing, one TMA must be placed on the shoulder and the second TMA must be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA must be in the "flashing arrow" mode when taking the lane. The sign truck and workers shall 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 must 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 must be in the "caution" mode when traveling in the closed lane.
 - IV. A TMA must be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAS must 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.

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- V. TMAS must 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. 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 TMAS should be placed at the beginning of the work area and must be advanced as the paving or concrete operations proceed.

I) Use of Traffic Drums and Traffic Cones

- I. Traffic drums must be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- II. Traffic drums must be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
- III. Traffic Cones less than 42 inches in height must not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- IV. Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacing's and may be reduced to meet actual field conditions as required.

j) Use of Remote Controlled Changeable Message Signs ("CMS"), Attachment A, Work Zone Traffic Control - Signs and Traffic Plans

- I. For lane closures on limited access roadways, one CMS must be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS must be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS must 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.
- II. CMS must not be installed within 1000 feet of an existing CMS.
- III. 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.
- IV. 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

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taper in front of it to delineate its position. The advance CMS must be adequately protected if it is used for a continuous duration of 36 hours or more.

- V. 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.
- VI. The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).
- VII. 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).
- VIII. Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs.
- IX. No more than two (2) displays shall be used within any message cycle and the frame time needs to be 3 seconds per frame.
- X. The messages that are allowed on the CMS can be found in Attachment A, Work Zone Traffic Control - Signs and Traffic Plans. For any other message(s), approval must be received from ConnDOT Engineer prior to their use.

13. Work Description:

(a) Concrete Complete-In-Place

Removal and replacement of deteriorated concrete and reinforcing steel. This includes any incidental preparatory work, set-up, and completion as required (i.e., staging, forming, disposal of removed debris to a Client Agency approved fill site, mixing and pouring concrete, placing protective coating, curing blankets, finishing, etc.).

Contractor shall provide all necessary transportation of personnel, materials and hardware to construct and install forms, and all equipment to satisfactorily and safely complete the work including, but not limited to:

- i. Compressors,
- ii. Jack hammers, pavement breakers,
- iii. Access and man lift/scissor lift equipment (Specialized access equipment such as snoopers and Moog lifts are not be considered incidental to the work, but if required, must be compensated for as detailed in Item No. 12 on Exhibit B, Price Schedule,
- iv. Concrete mixer,

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- v. Generators,
- vi. Ladders,
- vii. Required hand tools and small power tools, (i.e., hammers, saws, drills, wheelbarrows, shovels, wrenches, pry bars, brushes, etc.) and
- viii. Scaffolding 40 ft. high x 40 ft. long x 5 ft. wide complete.

The cost of materials necessary to complete the work, in place; i.e. concrete, reinforcing steel, sandblast material, wire mesh, protective coating and expansion joint material, must be paid for under other applicable items.

Forms, braces, minor cribbing and curing mats must be provided by Contractor at no additional cost to Client Agency.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

Contractor shall be required to submit price per cubic foot. The cubic foot rate is to include the labor, tools, equipment, transportation and Contractor supplied materials necessary to complete the work, in place.

(b) Hourly Concrete Repairs:

Removal and replacement of intricate and/or ornamental concrete, repoint mortar joints, rebar and joint material may also include minor structural steel work to include incidental preparatory work, setup and completion as required; i.e. setting up staging, mixing and pouring concrete, disposal of removed material to a Client Agency approved fill site, placing protective coating, and curing blankets.

Contractor shall provide all necessary materials and hardware to construct and install forms plus the necessary equipment and transportation of personnel or materials that would be required to satisfactorily complete the repairs.

To be accomplished with a minimum of:

- i. One (1) working supervisor experienced in bridge repair
- ii. One (1) 1 ton capacity pickup truck hi-rail gear equipped
- iii. One (1) 5-8 cubic yard ("c.y.") capacity dump truck hi-rail gear equipped
- iv. One (1) air compressor - capable of delivering a minimum of 250 cfm @ 100 psi
- v. Three (3) pavement breakers and/or jack hammers with points and/or spades and/or rock drills as required
- vi. Six (6) 50-foot sections of air hose
- vii. One (1) blow-pipe or nozzle

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- viii. Four (4) chipping guns with points as required
- ix. One (1) reinforcing rod bender #4 to #6 rod
- x. One (1) concrete mixer 6 cu. ft. minimum capacity
- xi. One (1) 3500 watt generator
- xii. One (1) portable 250 gallon minimum capacity water tank
- xiii. One (1) concrete cut-off saw with 14 inch Blade
- xiv. One (1) standard concrete vibrator with 14 ft. shaft minimum
- xv. Two (2) ladders 32 ft. minimum
- xvi. One (1) 150 lb. sandblast unit with 100 ft. of hose and nozzles as required
- xvii. Required hand tools and small power tools, i.e. hammers, saws, drills wheelbarrows, shovels, wrenches, pry bars and brushes
- xviii. Scaffolding 40 ft. high x 40 ft. long x 5 ft. wide complete
- xix. Rigging
- xx. Fuel

Forms, braces, minor cribbing and curing mats must be provided by Contractor at no additional cost to Client Agency.

The cost of materials necessary to complete the work, in place (i.e. concrete, reinforcing steel, sandblast material, wire mesh, protective coating, and expansion joint material), shall be paid for under other applicable items.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

Minimum crew size: Three (3) Workers. One (1) of the workers shall be the working supervisor and experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed. Contractor shall be required to submit price per unit at an hourly rate. The hourly rate must include tools, equipment, transportation and Contractor supplied materials necessary to complete the work, in place.

(c) Hourly Drainage, Clean, Repair and Replace:

Corrective work to bridge drainage systems clean, repair and/or replace must include incidental preparatory work, setup and completion as required; i.e. setting up staging, lifting and positioning drainage elements. Contractor shall provide all the necessary equipment and transportation of personnel or materials that would be required to satisfactorily complete the repairs.

All work must be accomplished with a minimum of:

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- i. One (1) working supervisor (experienced in bridge repair)
- ii. One (1) ton capacity pickup truck (hi-rail-gear equipped)
- iii. One (1) 5-8 c.y. capacity dump truck (hi-rail-gear equipped)
- iv. One (1) 200 amp @ 28 volts (minimum with 110v/30a tap) welder, self-powered portable with two (2) 100 ft. leads, and rods as required
- v. One (1) 3500 watt generator
- vi. One (1) each (minimum) power grinder (with stones), power drill (with bits), power wire brush (with brushes)
- vii. One (1) set of welding and/or cutting torches with necessary tips, hoses (100 ft. minimum), tanks and fuel
- viii. Equipment for moving, lifting and positioning drainage elements
- ix. High-pressure pipe cleaning unit with 500 ft. of hose
- x. One (1) 1500 gallon (minimum) water tank
- xi. One (1) 100 ft. (minimum) power snake
- xii. One (1) air compressor, capable of delivering a minimum of 250 cfm @ 100 psi
- xiii. Six (6) 50 ft. sections of air hose and one (1) pneumatic drill
- xiv. Required hand tools and small power tools, i.e. hammers, saws, drills, wheelbarrows, shovels, wrenches, pry bars and brushes
- xv. Ladders
- xvi. Scaffolding
- xvii. Rigging
- xviii. Fuel

Contractor shall be responsible for picking up this material and transporting the material to the project site.

Minimum crew size: Three (3) workers. One (1) of the workers shall be the working supervisor experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

Contractor shall be required to submit price per unit at an hourly rate. The hourly rate is to include tools, equipment, transportation and Contractor supplied materials necessary to complete the work, in place.

(d) Hourly Structural Steel Repair:

Corrective work on steel members of bridges, joints, bearings, railings and repair of overhead sign supports (minor painting may be required) to include incidental preparatory work, setup and completion as required; i.e. setting up staging and bridge jacking.

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Contractor shall provide all necessary materials plus the necessary equipment and transportation of personnel or materials that would be required to satisfactorily complete the repairs.

Contractors are required to comply with OSHA Lead Standard (29 CFR 1926.62). To be accomplished with a minimum of:

- i. One (1) working supervisor (experienced in bridge repair)
- ii. One (1) 1 ton capacity pickup truck hi-rail gear equipped)
- iii. One (1) 5-8 c.y. capacity dump truck (hi-rail gear equipped)
- iv. One (1) 200 amp @ 28 volts (minimum with 110v/30a tap) welders, self-powered portable with two (2) 100 ft. leads and rods as required; one (1) each (minimum) power wire brush with brushes)
- v. One (1) set of welding and/or cutting torches with necessary tips, hoses, (100 ft. minimum) tanks and fuel
- vi. One (1) Skidmore-Wilhelm calibrator or equal bolt tension-indicating device
- vii. Two (2) low profile hydraulic jacks 100 ton minimum with pumps
- viii. One (1) air compressor, capable of delivering a minimum of 250 cfm @100 psi and to include two (2) needle scalers
- ix. Six (6) 50 ft. sections of air hose, and one (1) blow-pipe or nozzle; two (2) chipping hammers (15# max.) with points as required; one (1) rock drill
- x. One (1) manifold jacking system with (10) 150-ton jacks & necessary hoses
- xi. One (1) reciprocating saw, self-powered with blades
- xii. One (1) 150 lb. sandblasting unit with 100 ft. hose nozzles as required
- xiii. One (1) 3500 watt generator; grade "D" air-supplied respirators with necessary power source, minimum for two (2) workers; air/gas monitor in compliance with OSHA regulations
- xiv. Required hand tools and small power tools, i.e. hammers, saws, drills, wheelbarrows shovels, wrenches, pry bars, brushes and clamps
- xv. Minimum two (2) ladders 32 ft.
- xvi. Scaffolding, (minimum 40 ft. high x 40 ft. long x 5 ft. wide-complete)
- xvii. Rigging
- xviii. Fuel
- xix. One (1) magnetic anchored drill with the necessary bits

Minor painting of affected areas may be required. Removal of paint and painting under the terms of this item must only be incidental to bridge repairs. Removal of paint in order to make structural steel repairs and/or modifications involving only touch-up (paint) of the area where the paint was removed to do the repair and/or modifications will be allowed without a Contractor providing Client Agency with valid QP-1 and QP-2 Certificates from the Structural Steel Painting Council. Examples are: Removal of paint from areas of steel bearings, diaphragms, beams and other structural members where it is necessary to flame-cut, weld or

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otherwise modify the structure. Waste materials must be collected and placed in containers provided by Contractor.

Braces and minor cribbing must be provided by Contractor at no additional cost to Client Agency.

The cost of materials necessary to complete the work, in place; i.e. steel and the required hardware, reinforcing, sandblast material and paint, must be paid for under other applicable items.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

Minimum crew size: Three (3) workers. One (1) of the workers shall be the working supervisor experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

Contractor shall be required to submit price per unit at an hourly rate. The hourly rate is to include tools, equipment, transportation and Contractor supplied materials necessary to complete the work, in place.

(e) Hourly Heavy Carpentry

Rehabilitation and/or repair of timber bridge elements to include incidental preparatory work, setup and completion as required; i.e. Setting up staging; moving, lifting and positioning large timbers and beams.

Contractor shall provide all necessary materials plus the necessary equipment and transportation of personnel or materials that would be required to satisfactorily complete the repairs.

To be accomplished with a minimum of:

- i. One (1) working supervisor (experienced in bridge repair)
- ii. One (1) 3500 watt generator
- iii. One (1) 1 ton capacity pickup truck
- iv. One (1) 5-8 c.y. capacity dump truck
- v. One (1) air compressor, capable of delivering a minimum of 250 cfm @ 100 psi
- vi. Six (6) 50 ft. sections of air hose
- vii. One (1) heavy-duty drill with bits
- viii. One (1) circular saw with blades
- ix. One (1) reciprocating saw with blades
- x. One (1) chain saw

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- xi. Equipment for moving, lifting and positioning large timbers and beams
- xii. Hand tools and small power tools, i.e. hammers, saws, drills, pry bars, wrenches and clamps
- xiii. Ladders
- xiv. Scaffolding
- xv. Rigging
- xvi. Fuel

Braces and minor cribbing must be provided by Contractor at no additional cost to Client Agency.

The cost of materials necessary to complete the work, in place (i.e. lumber, planking, roofing materials, and nails), shall be paid for under other applicable items.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

Minimum Crew Size: Three (3) workers. One (1) of the workers shall be the working supervisor experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

Contractor shall submit price per unit at an hourly rate. The hourly rate must include tools, equipment, transportation and contractor supplied materials necessary to complete the work, in place.

(f) Hourly Underwater Concrete:

Underwater and adjacent repairs including but not limited to the placing of sacked concrete and/or pressure grouting. Includes incidental preparatory work, setup and completion as required and provide the use of an underwater color video camera (DVD format) with necessary topside viewing equipment. Contractor shall provide all necessary equipment and transportation of personnel or materials that would be required to satisfactorily and safely complete the repairs.

Work performed under this item must conform to OSHA standard 29 CFR 1910.401 – 441, Subpart T (Commercial Diving Operations).

To be accomplished with a minimum of:

- i. One (1) working dive supervisor (certified commercial diver trained in the use of surface supplied hardhat diving apparatus, not SCUBA) experienced in bridge repair.
- ii. Dive equipment must be capable of supplying two (2) surface hardhat supplied divers with adequate air, lighting, hardwire surface communication and necessary thermal protection for year round diving to a possible maximum depth of 100 ft.

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Braces and minor cribbing (cribbing necessary to support a secondary member) shall be provided by Contractor at no additional cost to Client Agency.

The cost of materials necessary to complete the work, in place i.e.; concrete bags, sand stone, cement and reinforcing, shall be paid for under other applicable items.

Contractor shall be responsible for picking up material and transporting the materials, which are included under this item to the project site.

Minimum Crew Size: Three (3) workers. One (1) of the workers shall be the Working Dive Supervisor experienced in bridge repair, which is included in this item. The other workers in which one shall be a certified diver, shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

Contractor shall submit price per unit at an hourly rate. The hourly rate must include tools, equipment, transportation and Contractor supplied materials necessary to complete the work, in place.

(g) Hourly Bridge Cleaning:

Cleaning of bridges below the deck, of movable bridge components and platforms, and of counterweight pits. Includes incidental preparatory work, setup, collection and disposal of debris, and completion as required i.e., setting up staging. Contractor shall provide all necessary equipment, transportation of personnel, and all materials such as tarps, plastic sheeting or bags to contain and collect debris that would be required to satisfactorily complete the repairs.

Contractor shall be responsible for making all necessary arrangements such as dumping permits for the proper disposal of the collected debris and protection of the workers in accordance with OSHA requirements.

To be accomplished with a minimum of:

- i. One (1) working supervisor (experienced in bridge repair and cleaning)
- ii. One (1) 1 ton capacity pick-up truck (hi-rail gear equipped)
- iii. Required hand tools, (shovels, brooms, etc.),
- iv. Ladder
- v. Scaffolding
- vi. Rigging
- vii. Various tools necessary to keep equipment operational
- viii. Fuel

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The cost for disposal of all collected debris, including dumping permit fees, must be included in the cost of the work and will not be paid for separately.

Contractor shall be responsible for picking up material and transporting it to the project site on own time and shall not be paid for any equipment down time.

Minimum Crew Size: Three (3) workers. One (1) of the workers shall be the working supervisor experienced in bridge repair, which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

Contractor shall be required to submit price per unit at an hourly rate. The hourly rate is to include the labor, tools, equipment, transportation and Contractor supplied materials necessary to complete the work, in place.

(h) Hourly Excavation of Accumulated Sediments Within The Limits of a Bridge Culvert:

Removal of accumulated sediments within the limits of a bridge or culvert, as directed by ConnDOT Engineer. Includes labor, any incidental preparatory work, setup, transportation, the necessary equipment to complete the work and proper disposal to a Client Agency approved site.

To be accomplished with a minimum of:

- i. One (1) working supervisor (experienced in bridge repair)
- ii. One (1) 1 ton capacity pickup truck
- iii. One (1) 5-8 c.y. capacity dump truck
- iv. Hand tools and small power tools, i.e. come-along, lifting apparatus, winch necessary for removing accumulated sediments from the bottom of a stream channel within, or immediately adjacent to, the confines of a culvert or under a bridge.

Minimum Crew Size: Three (3) Workers. One (1) of the workers shall be the working supervisor (experienced in bridge repair), which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit, Price Schedule, based upon work to be performed.

Contractor shall submit price per unit at an hourly rate. The hourly rate must include tools, equipment and transportation. Contractor shall supply all materials necessary to complete the work, in place.

All work must be in full compliance with permit terms and conditions

TRAFFIC CONTROL FOR BRIDGE REPAIR - Provided By Contractor-Hourly: Unit to include the necessary equipment and personnel to provide traffic control patterns as required and determined by Client Agency using the current draft of Client Agency.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(i) Contractor shall provide the following:

- i. Materials
- ii. Equipment
- iii. Personnel and
- iv. Fuel

Traffic control must be paid as follows:

- Items No. 9 A & B of Exhibit B, Price Schedule, by half-hour ($\frac{1}{2}$) increments up to and not to exceed two (2) hours per day when required, and must be classified as setup and removal where traffic control is required.
- Items No. 9 C-H of Exhibit B, Price Schedule, by half-hour increments for actual hours worked.

Contractor shall be required to submit price per unit at an hourly rate. The hourly rate is to include tools, equipment, transportation and Contractor supplied materials (i.e. traffic cones, signs, etc.) necessary to complete the work, in place.

- i. Non-limited access set up and removal
- ii. Night additional set up and removal
- iii. TMA with operator
- iv. Uniformed Flaggers
- v. TMA without operator
- vi. Variable message sign
- vii. Arrow boards (portable)

(j) Site Preparation Crew for Bridge Repair, Provided By Contractor - Hourly:

Unit to include the necessary equipment and personnel to provide site preparation work, such as but not limited to brush cutting and removal, sand bagging when required, and land clearing tasks, to provide access to the bridge site. Materials, equipment, such as lopper, chain saw, weed whacker, brush cutter, rake, shovel, personnel and fuel.

To be accomplished with a minimum of:

- A. One (1) working supervisor and
- B. Two (2) workers to provide site preparation work, such as brush cutting and removal, sand bagging when required, and land clearing tasks, to provide access to the bridge site, utilizing the equipment detailed above.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Minimum Crew Size: Three (3) Workers. One (1) of the workers is to be the working supervisor (experienced in bridge repair), which is included in this item. The other workers shall be taken from Item No. 11, in Exhibit B, Price Schedule, based upon work to be performed.

Contractor shall be required to submit price per unit at an hourly rate. The hourly rate is to include tools, equipment, transportation and Contractor supplied materials necessary as described, site preparation units.

(k) Additional Workers:

Workers shall be used to staff the various bridge repair units.

Contractor shall be required to indicate the number of workers available by classification and to submit price per worker at an hourly rate.

Divers (Certified) - A certified diver is defined as a diver trained in surface supplied air equipment with operational 2-way voice communication and a minimum of 100 hours of construction experience using surface supplied equipment as per OSHA 1910.410.

Contractor shall list names, student number and certification date on bidder's qualification sheets or resume.

Welder (State Certified) - A certified welder is defined as a person who has passed a welding test approved by the State of Connecticut Materials Testing Division and has on his or her possession a current welding card that has the following criteria passed:

- i. Type of electrode: E7018
- ii. Size of electrode: 1/8 inch
- iii. Position 3G and 4G, unlimited thickness

State certified welder shall be paid in the trade incidental to the job they are working (i.e., welding on girders & steel beam results in being paid as an iron worker, welding sheet metal shall be paid as a metal worker).

Welder (Certified, Pipe) - A certified pipe welder is defined as a person who has passed a welding test approved by the State of Connecticut, Materials Testing Division that qualifies that welder for structural welding in accordance with the AWS D1.1 code, position 6G. The individual must have on his or her possession at all times, when actively working the subject project/PO, documentation of the pertinent testing requirements and test results for this individual. The qualifications of the independent testing firm, the welder, and the supplied documentation are all subject to review for approval by personnel from the State of Connecticut, Materials Testing Division.

(l) Additional Equipment - Hourly:

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Additional equipment may be requested if Contractor encounters an unforeseen site condition that is outside the scope of the PO which impedes Contractor from continuing the work described in the PO. Client Agency may allow the use of additional equipment to correct impediment so that Contractor can continue work assignment on PO.

Unit rates for any tasks added to PO for unforeseen site conditions must be approved by Client Agency prior to any work being performed.

(m) Bridge Repair by Contract:

Material for Concrete Repair, Supplied by Contractor: Work under this item is limited to the material specified by the ConnDOT Engineer. The cost of all work required to install the material such as forming, mixing, placement, preparation of cracks, joints, special installation equipment, and subsequent curing of cement material, must be paid for under other applicable items.

Materials Required:

- i. Class 'A' Concrete: 3,300 psi mix as specified in Form 817
- ii. Class 'F' Concrete: 4,400 psi mix as specified in Form 817
- iii. Class 'S' Concrete: 4,400 psi mix as specified in Section M.03 of Material Requirements, Exhibit A
- iv. Rapid Set as specified in Section M.03, Exhibit A

Concrete - The c.y. rate is for material costs only. Quantity is calculated from actual measurements taken of the area to be filled.

14. Contract Separately/Additional Savings Opportunities

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

15. Mandatory Extension to State Entities

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

16. P-Card (Purchasing MasterCard Credit Card)

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Purchases made by Client Agency from Contractor that are less than one thousand dollars (\$1,000.00) may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by Client Agency using the MasterCard. Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to Client Agency or the rendering of Services.

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

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

17. Security and/or Property Entrance Policies and Procedures

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

18. Geographical Reference

A geographical representation of the Connecticut Rail Lines, with ownership and service information, is provided in Attachment B, Railroad Map.

Exhibit B Price Schedule

Please see the Excel links for the following Price Schedules:

https://biznet.ct.gov/SCP_Search/ContractDetail.aspx?ID=19430

Hammonasset Construction, LLC

Mohawk Northeast, Inc.

Old Colony Construction, LLC



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.

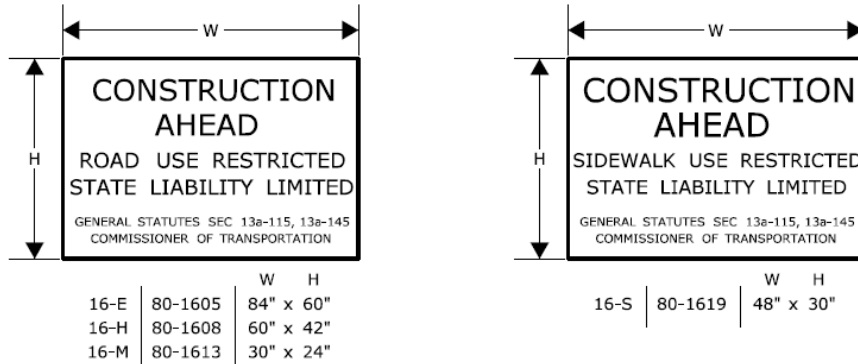
“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the 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 A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS

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 RAMPS, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

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

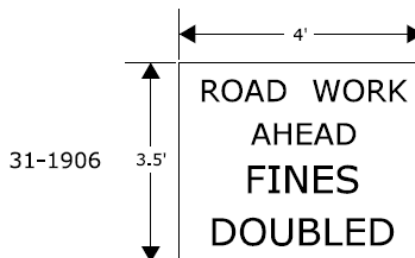
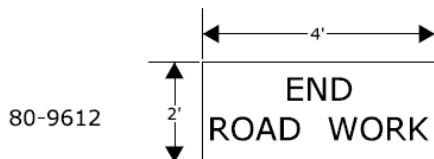
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

"END ROAD WORK" SIGN

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS

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

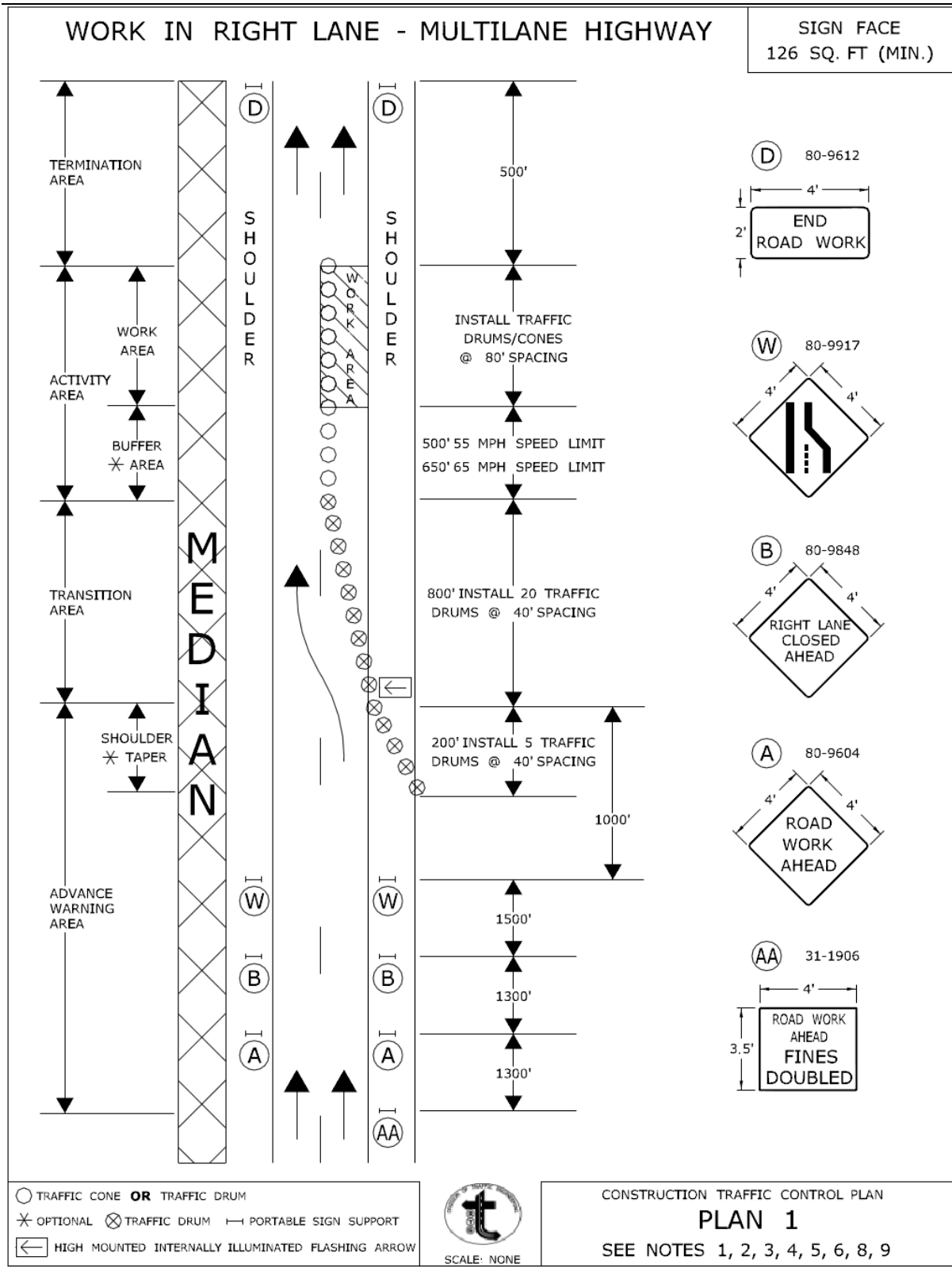
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

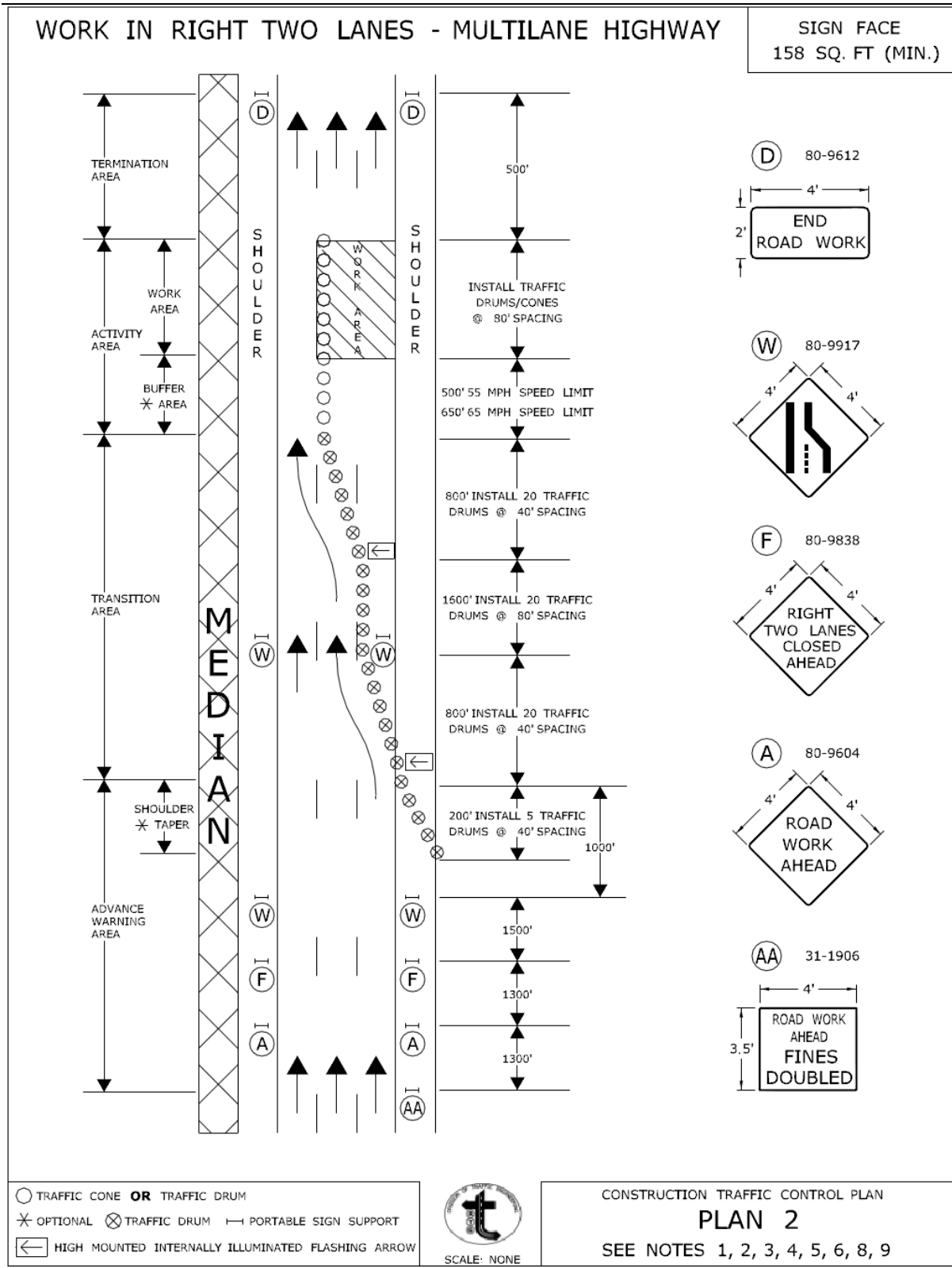
ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



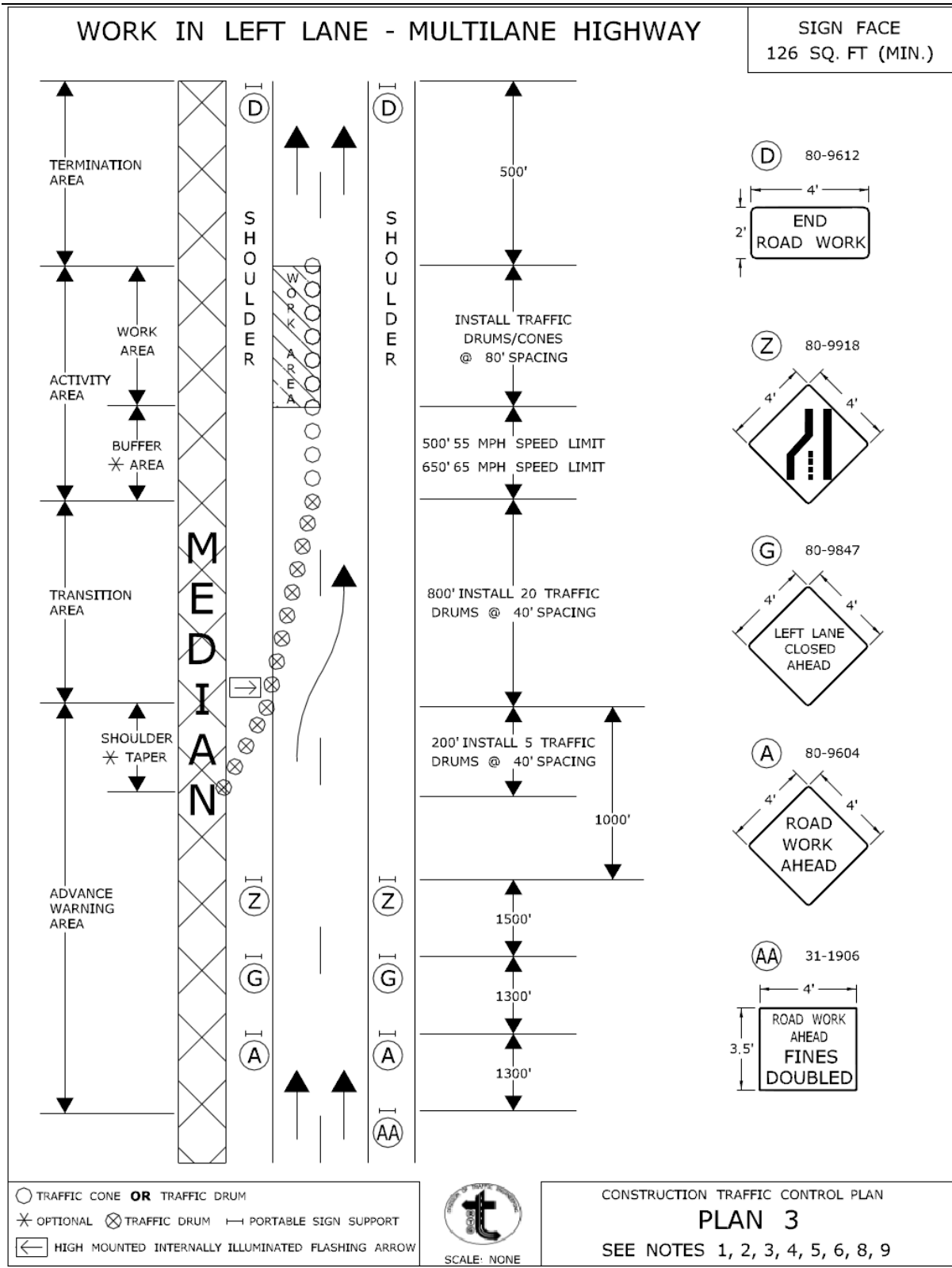
ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



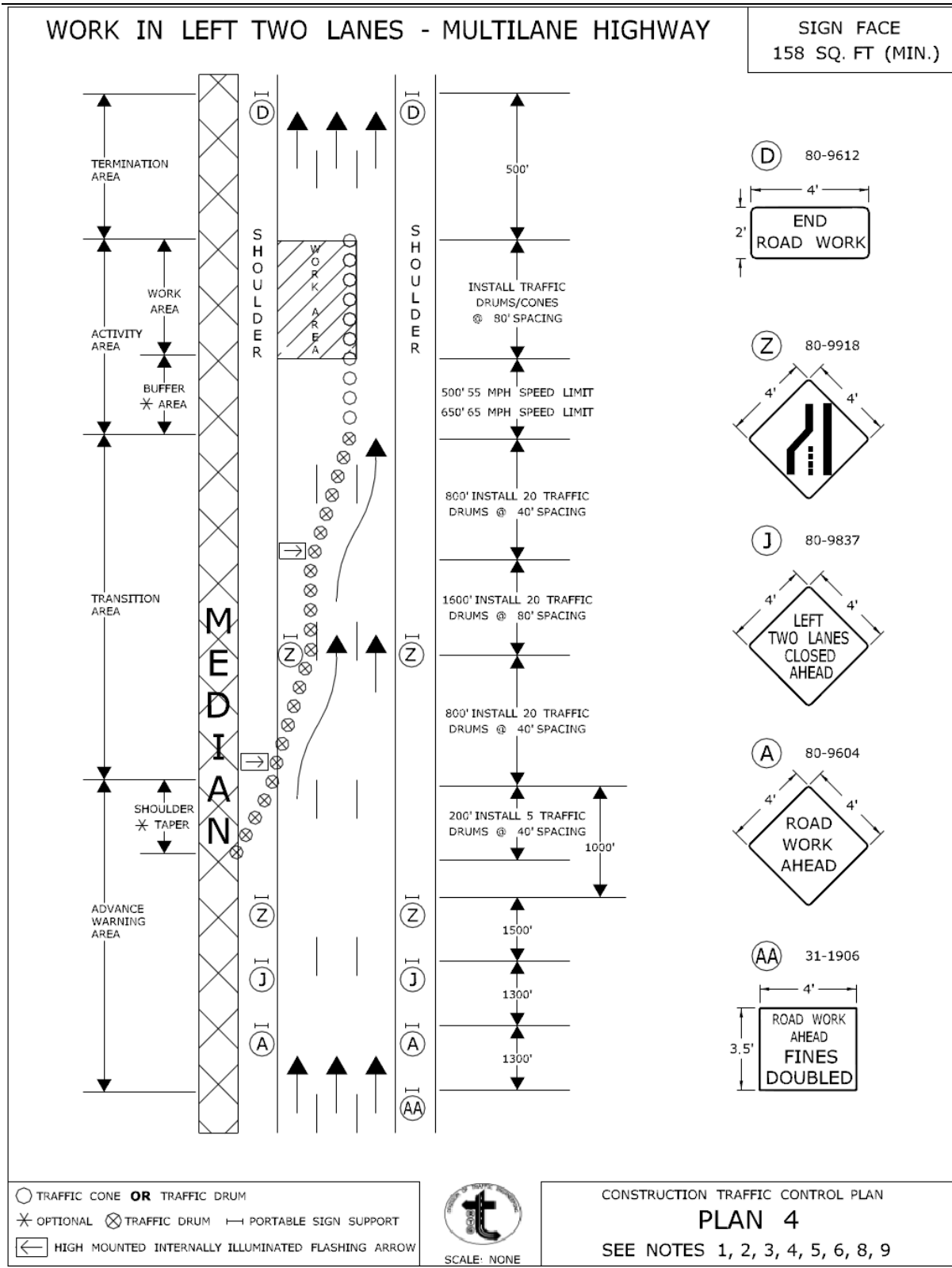
ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS

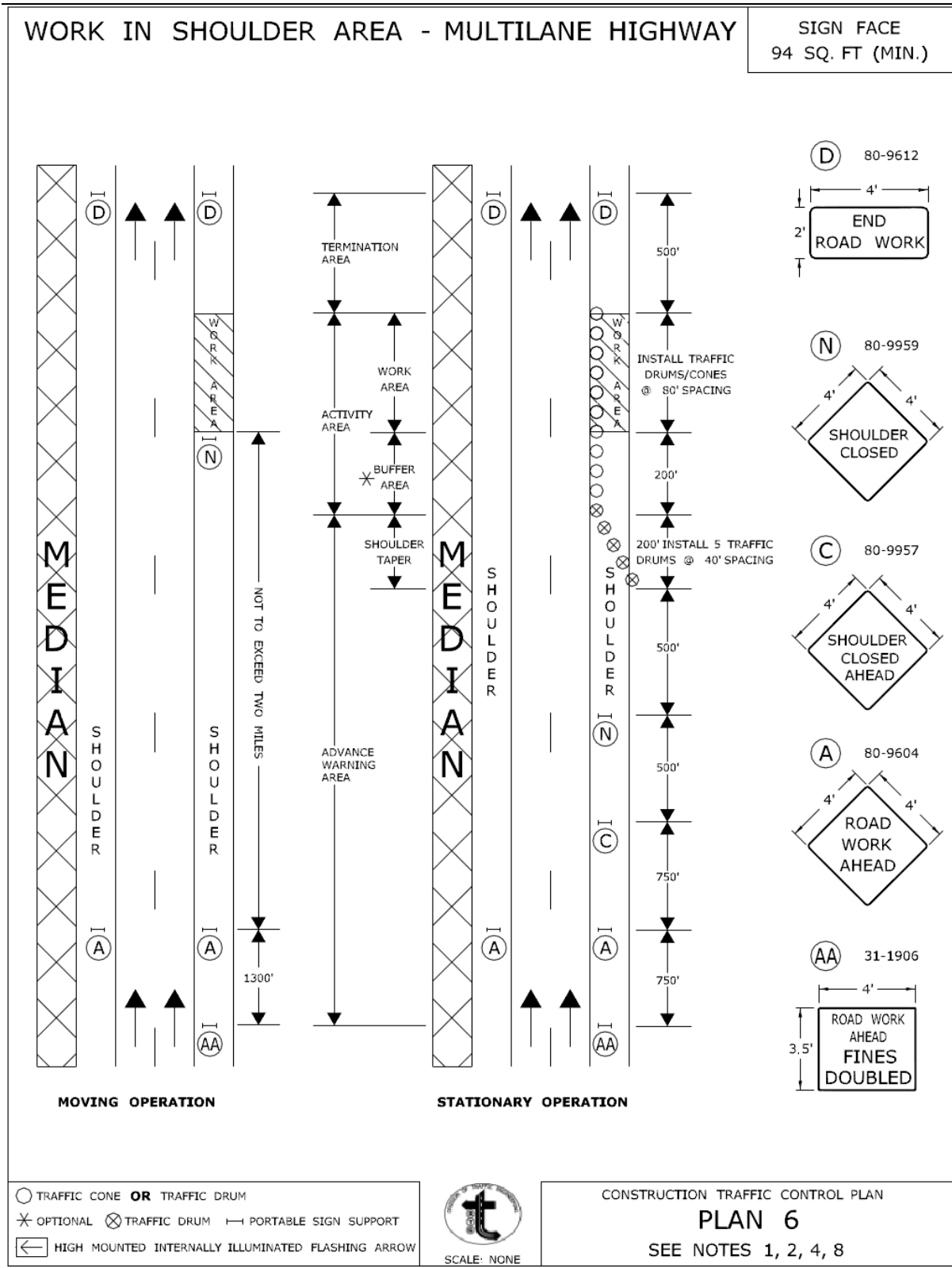


CONNECTICUT DEPARTMENT OF TRANSPORTATION
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PRINCIPAL ENGINEER

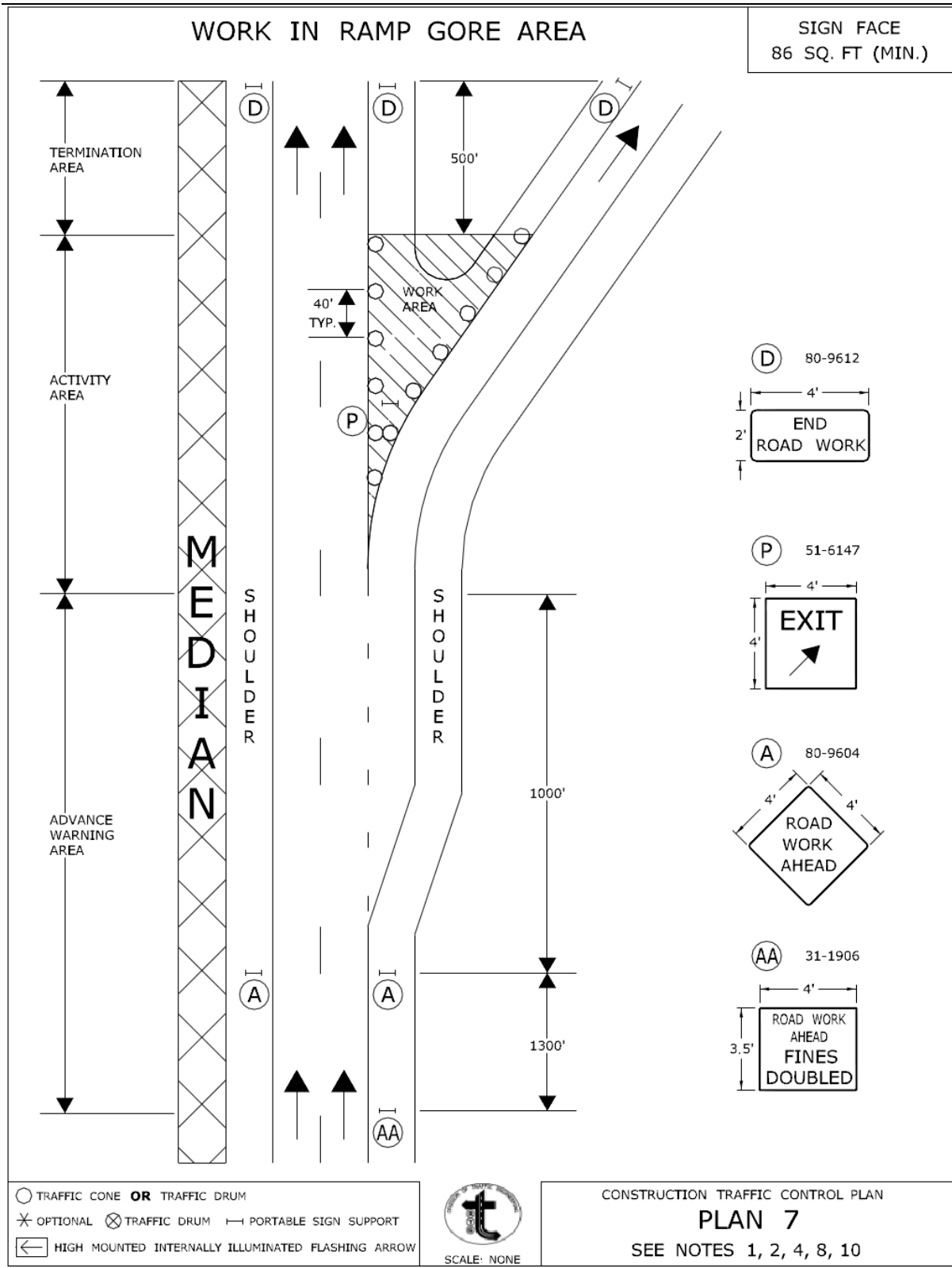
ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



SIGN FACE
86 SQ. FT (MIN.)

- (D) 80-9612
4' x 2' END ROAD WORK
- (P) 51-6147
4' x 4' EXIT
- (A) 80-9604
4' x 4' ROAD WORK AHEAD
- (AA) 31-1906
4' x 3.5' ROAD WORK AHEAD FINES DOUBLED

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



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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING & CONSTRUCTION

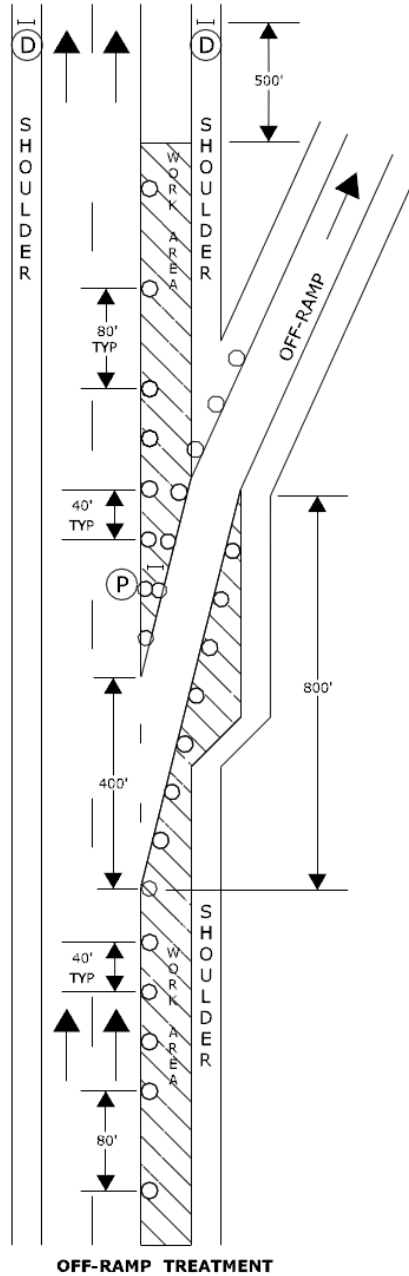
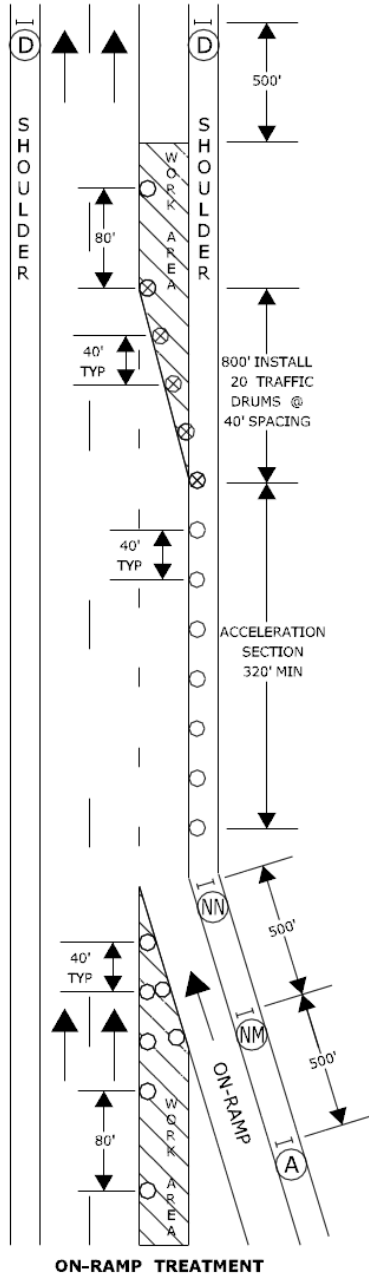
APPROVED *Charles S. Harlow* Charles S. Harlow
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 PRINCIPAL ENGINEER

ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS

**TYPICAL RAMP TREATMENTS FOR
MAINLINE LANE CLOSURE - MULTILANE HIGHWAY**

SIGN FACE
SQ. FT VARIES



- (D) 80-9612
4' x 2' END ROAD WORK
- (P) 51-6147
4' x 4' EXIT
- (NN) 31-0528
5' YIELD
- (NM) 80-9055
4' x 4' AHEAD
- (A) 80-9604
4' x 4' ROAD WORK AHEAD

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



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

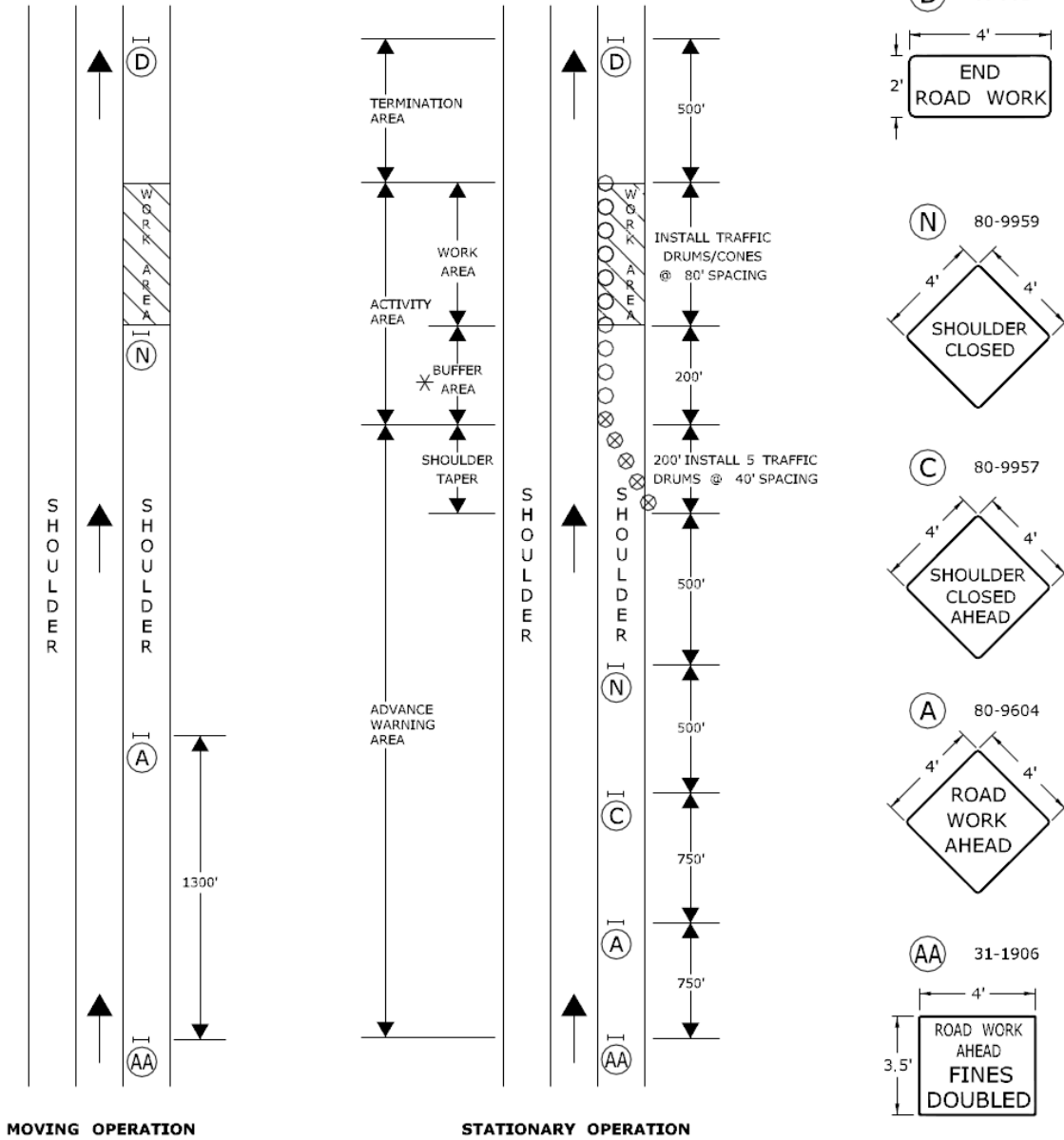
Charles S. Harlow
Charles S. Harlow
2012.06.05 15:53:31-0400
PRINCIPAL ENGINEER

ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS

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



CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 9

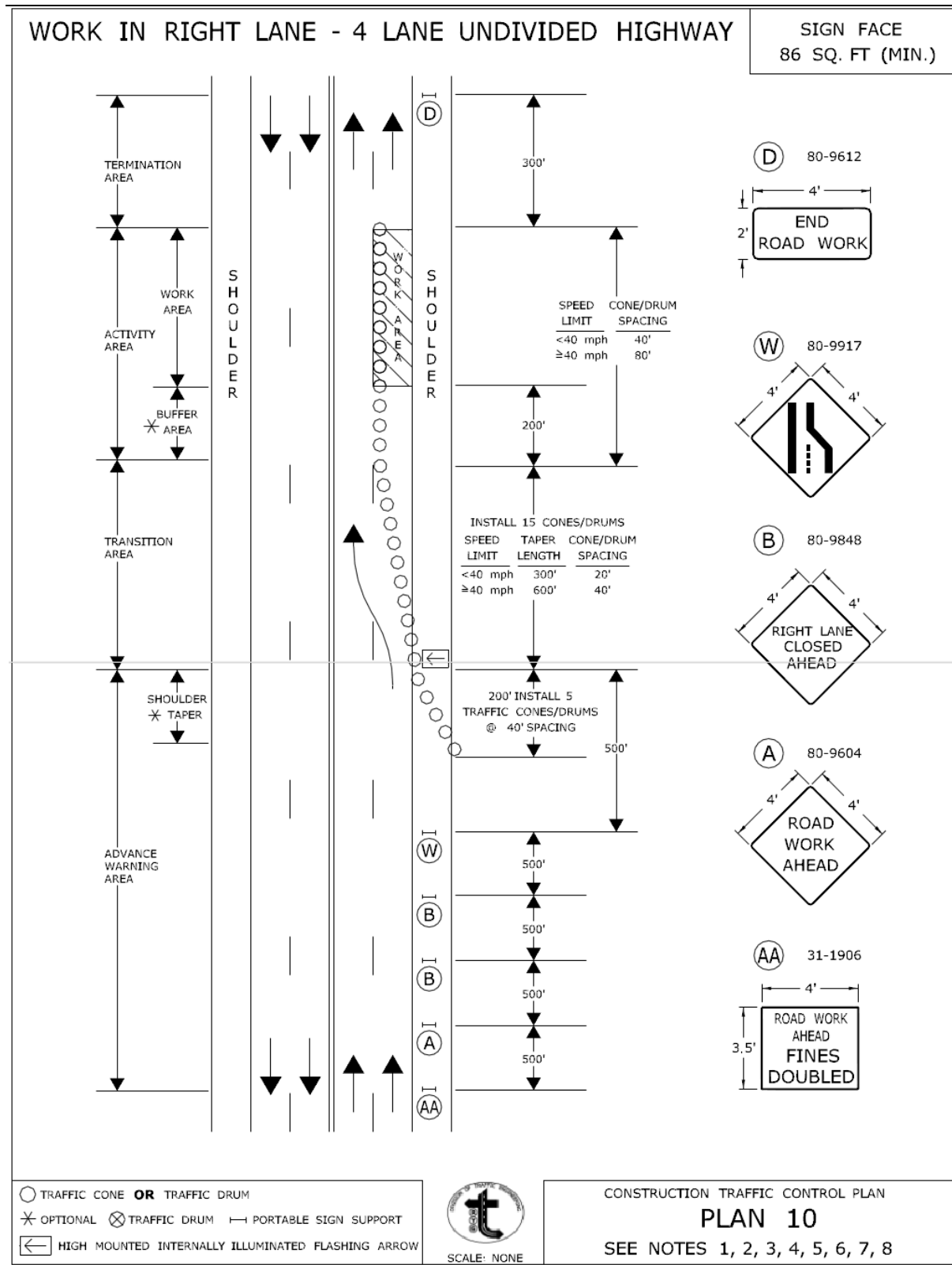
SEE NOTES 1, 2, 4, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

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2012.06.05 15:53:53-0400'
PRINCIPAL ENGINEER

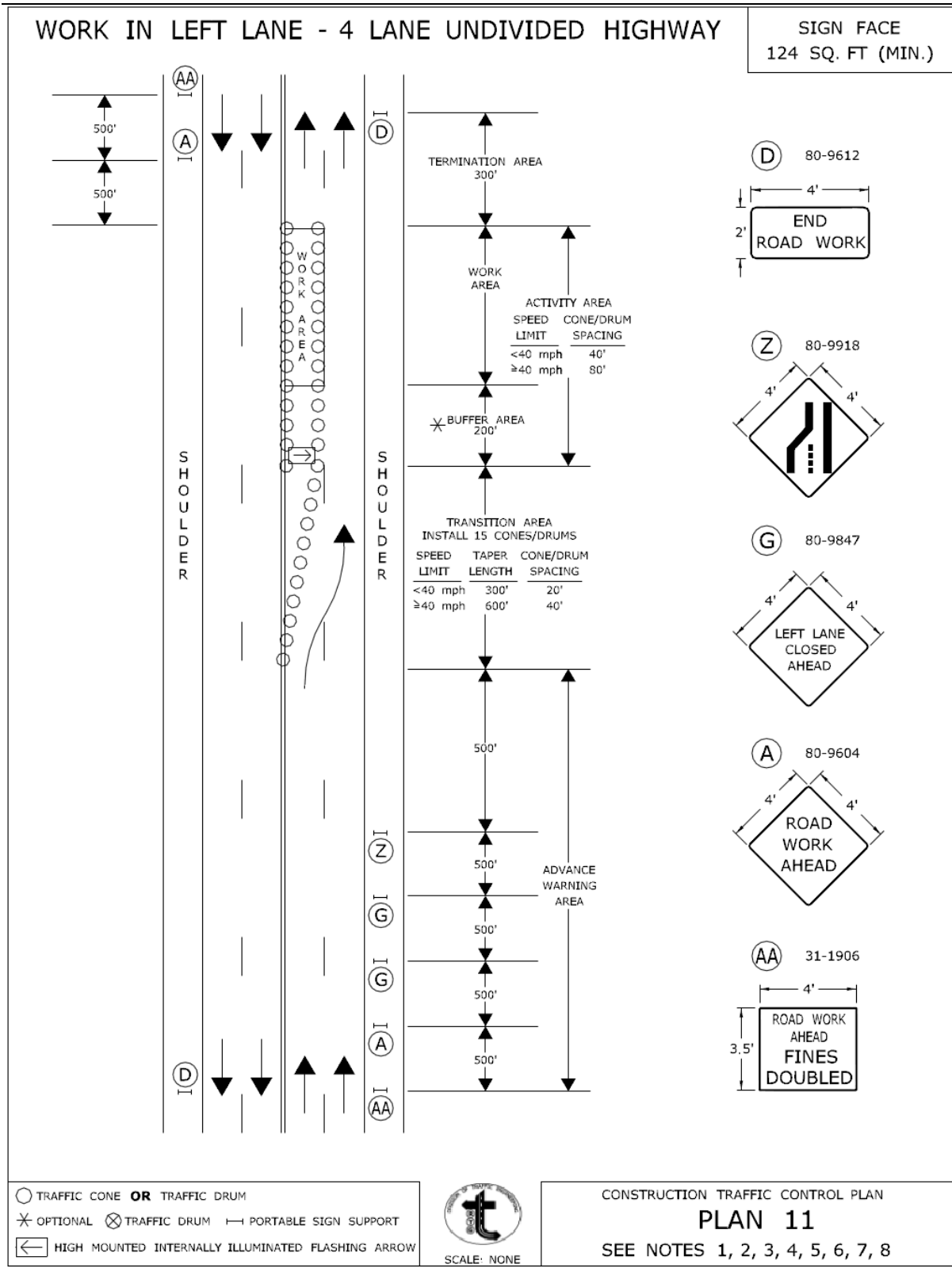
ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS

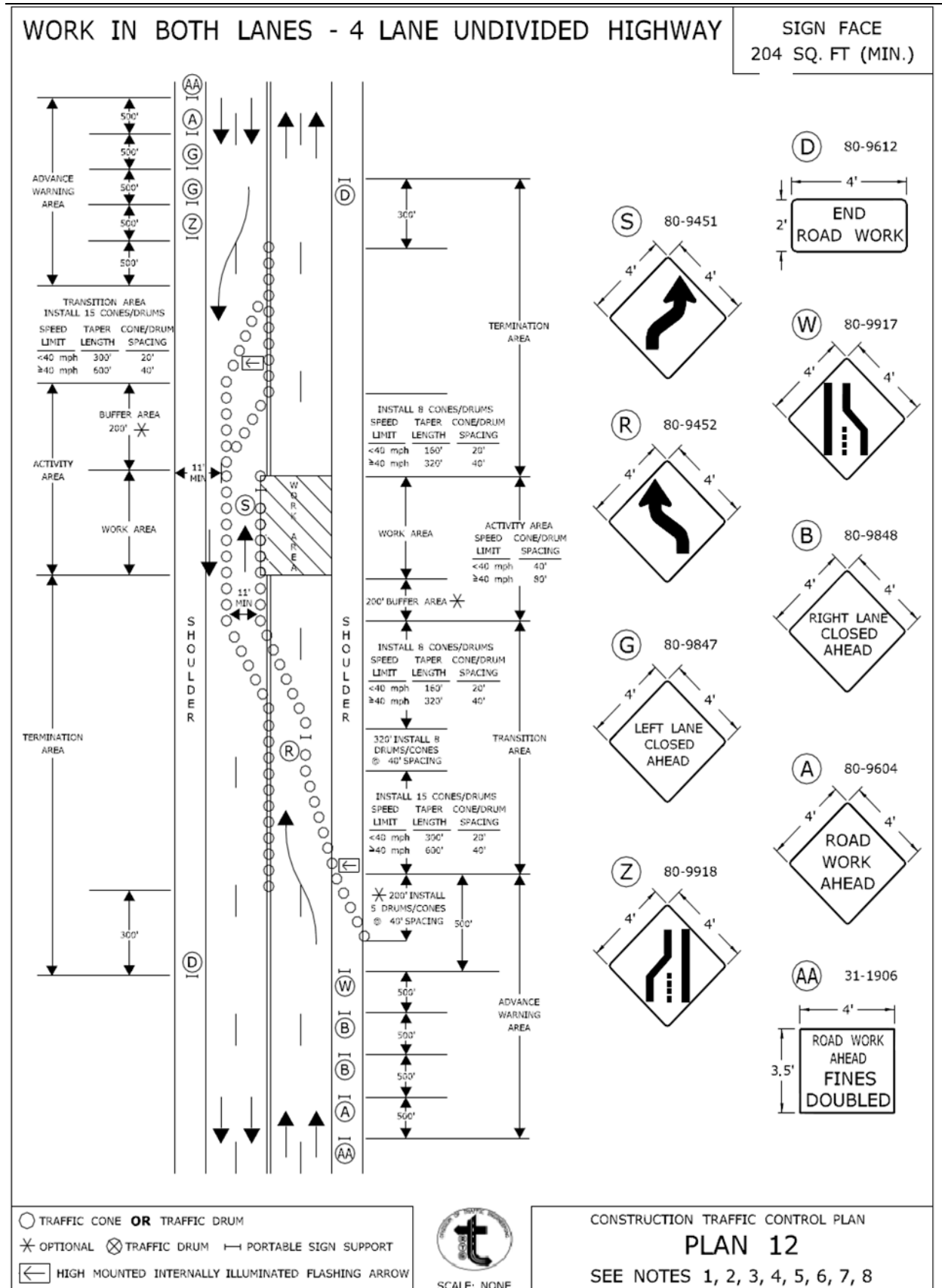


CONNECTICUT DEPARTMENT OF TRANSPORTATION
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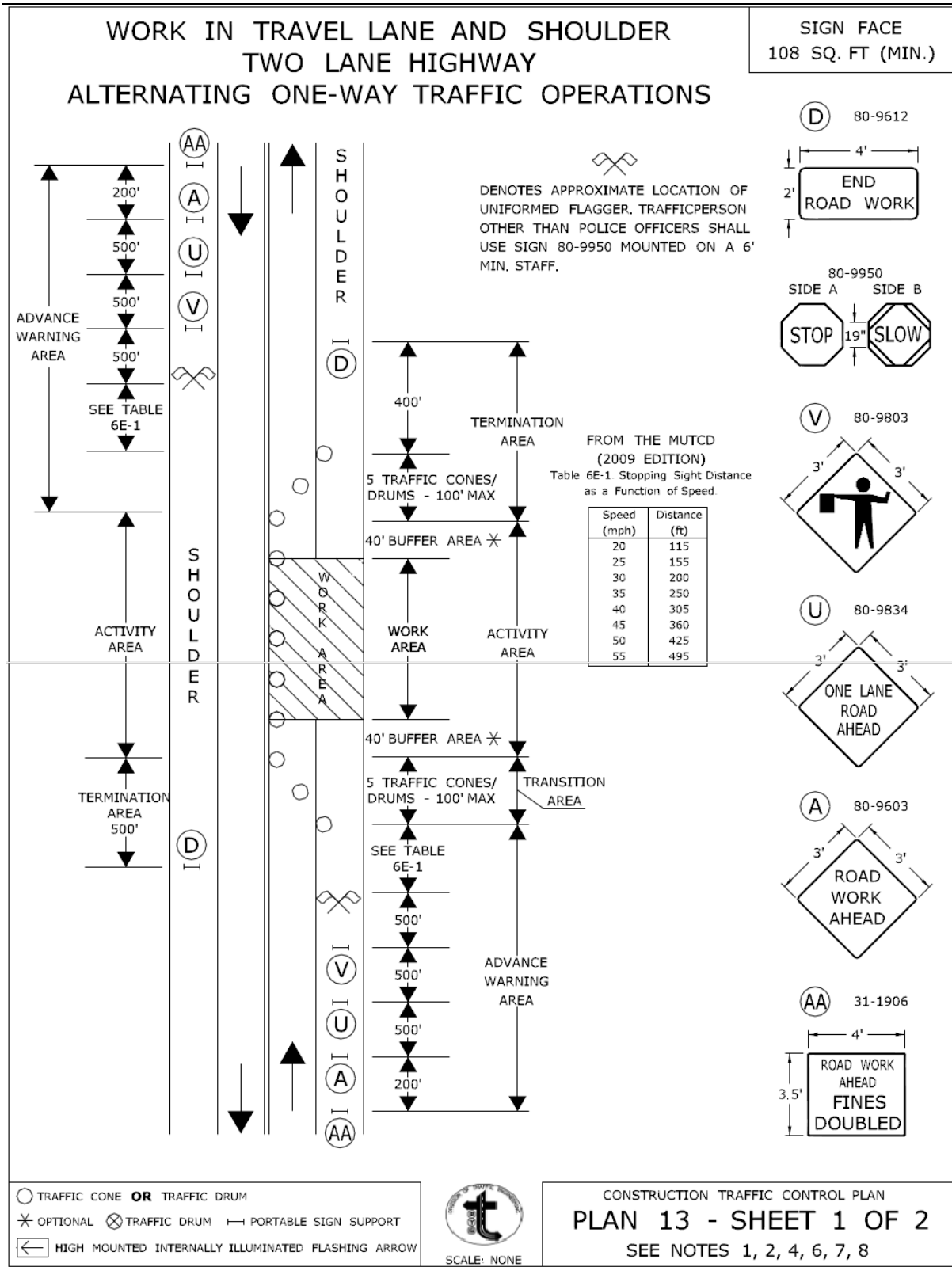
ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



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

ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS

**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

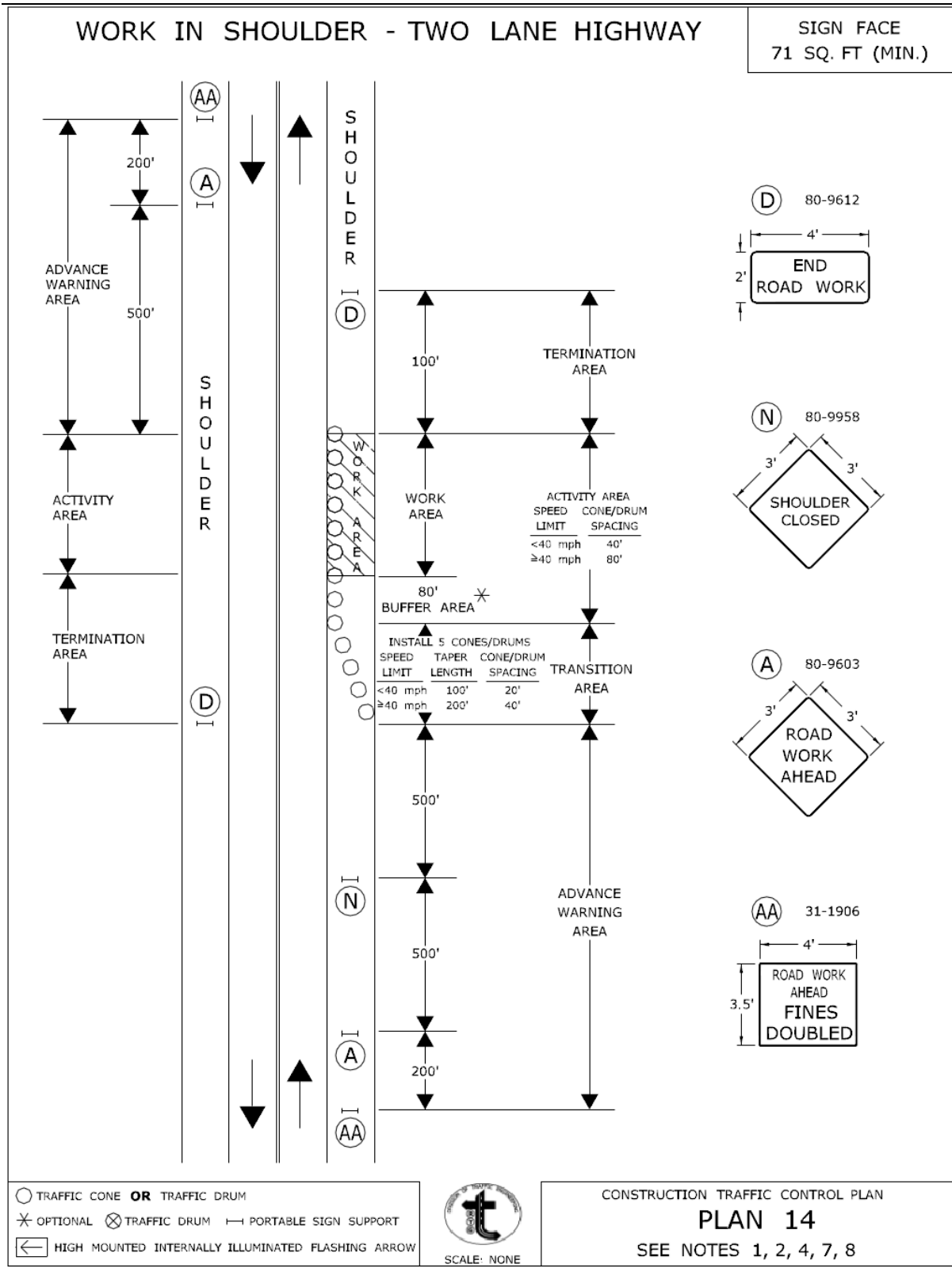
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

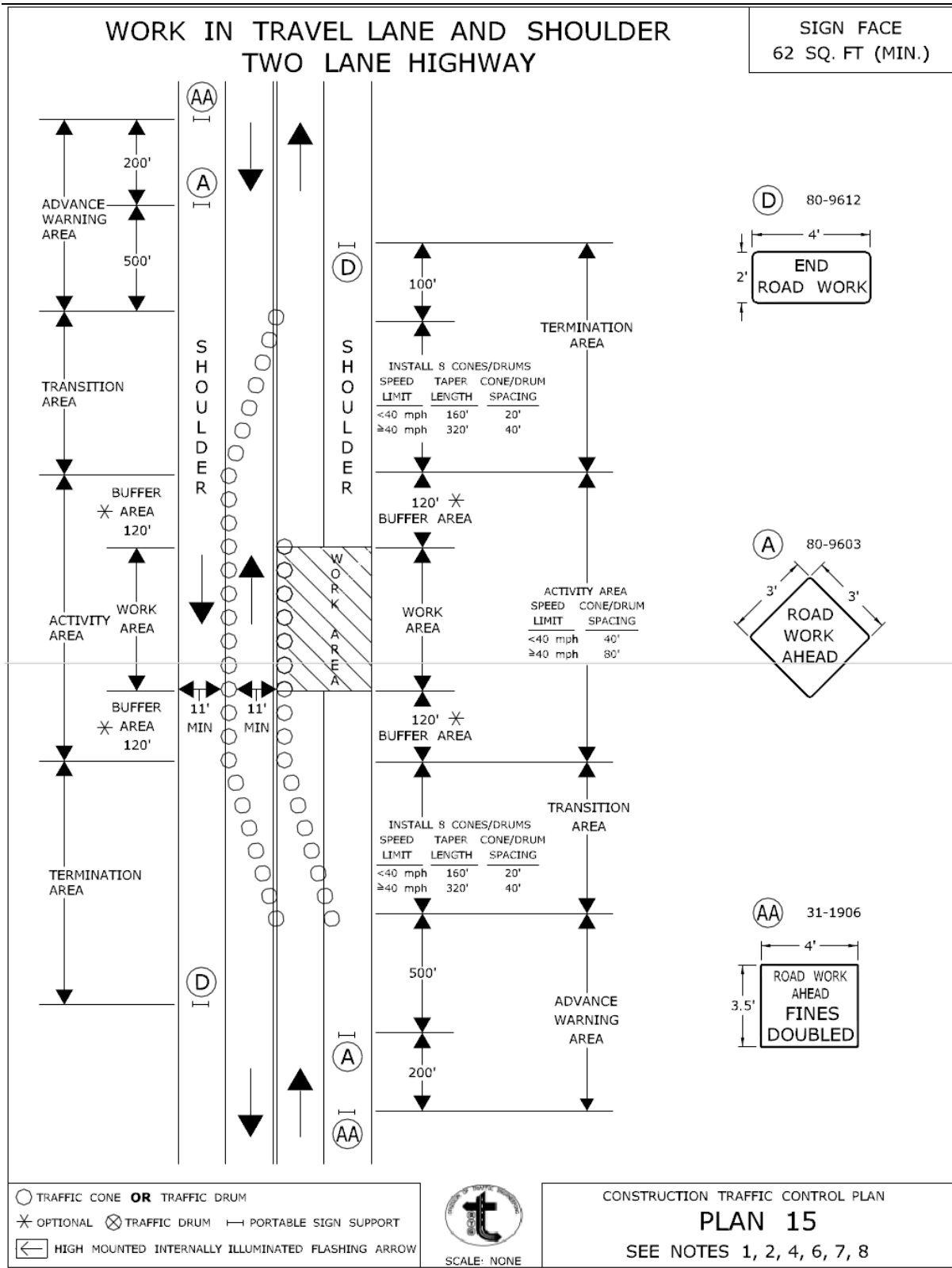
ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



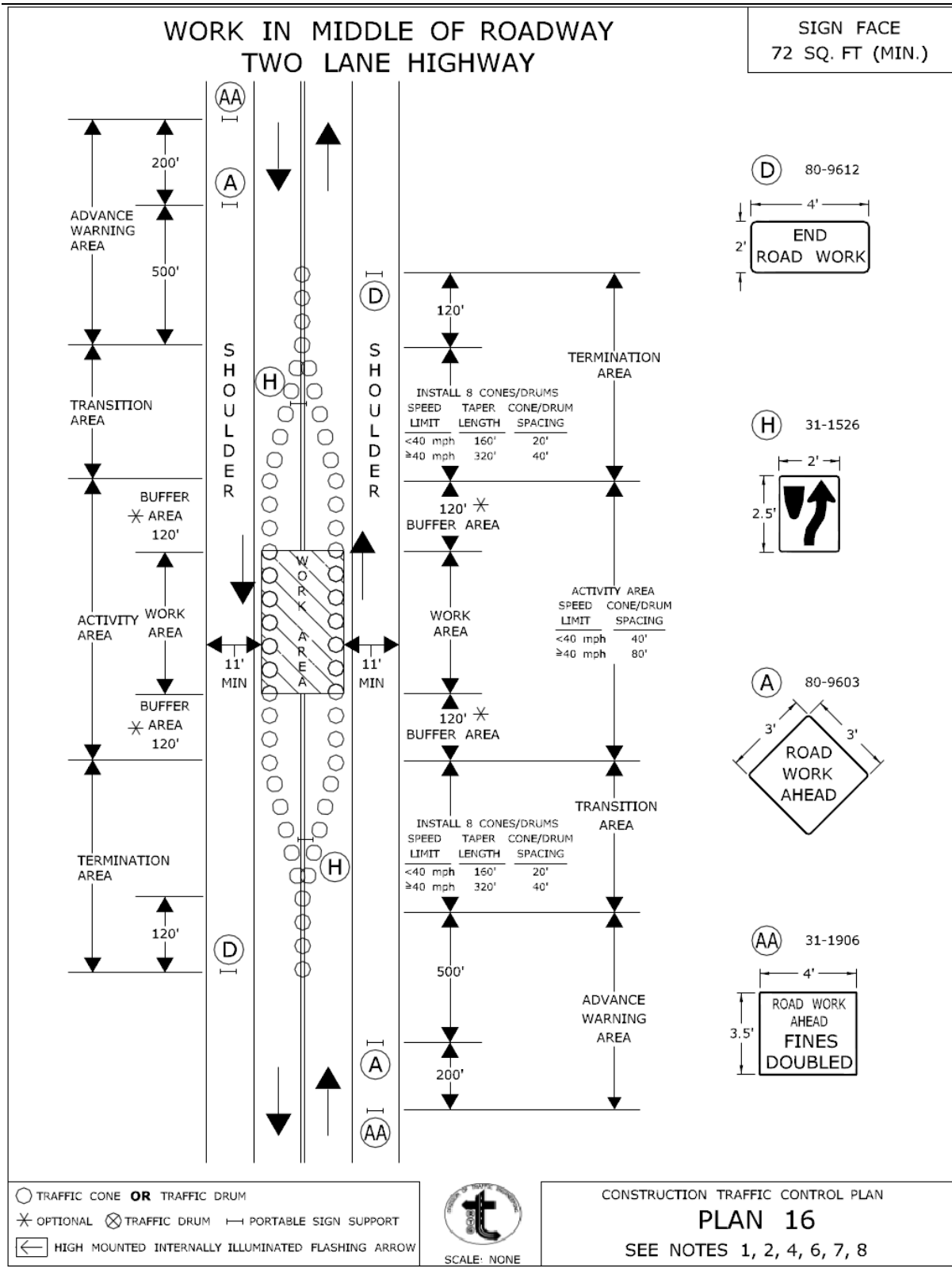
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WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



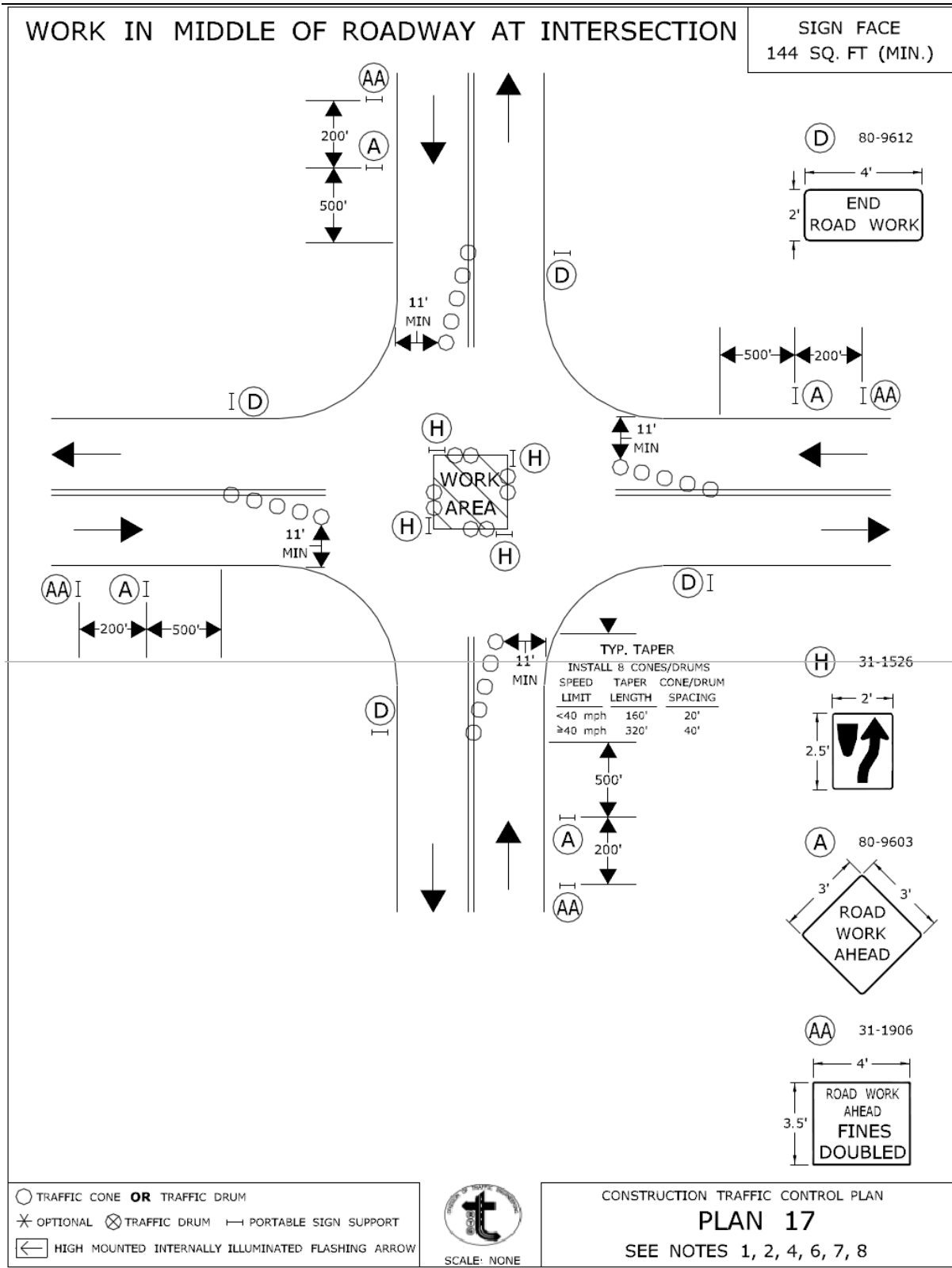
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WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



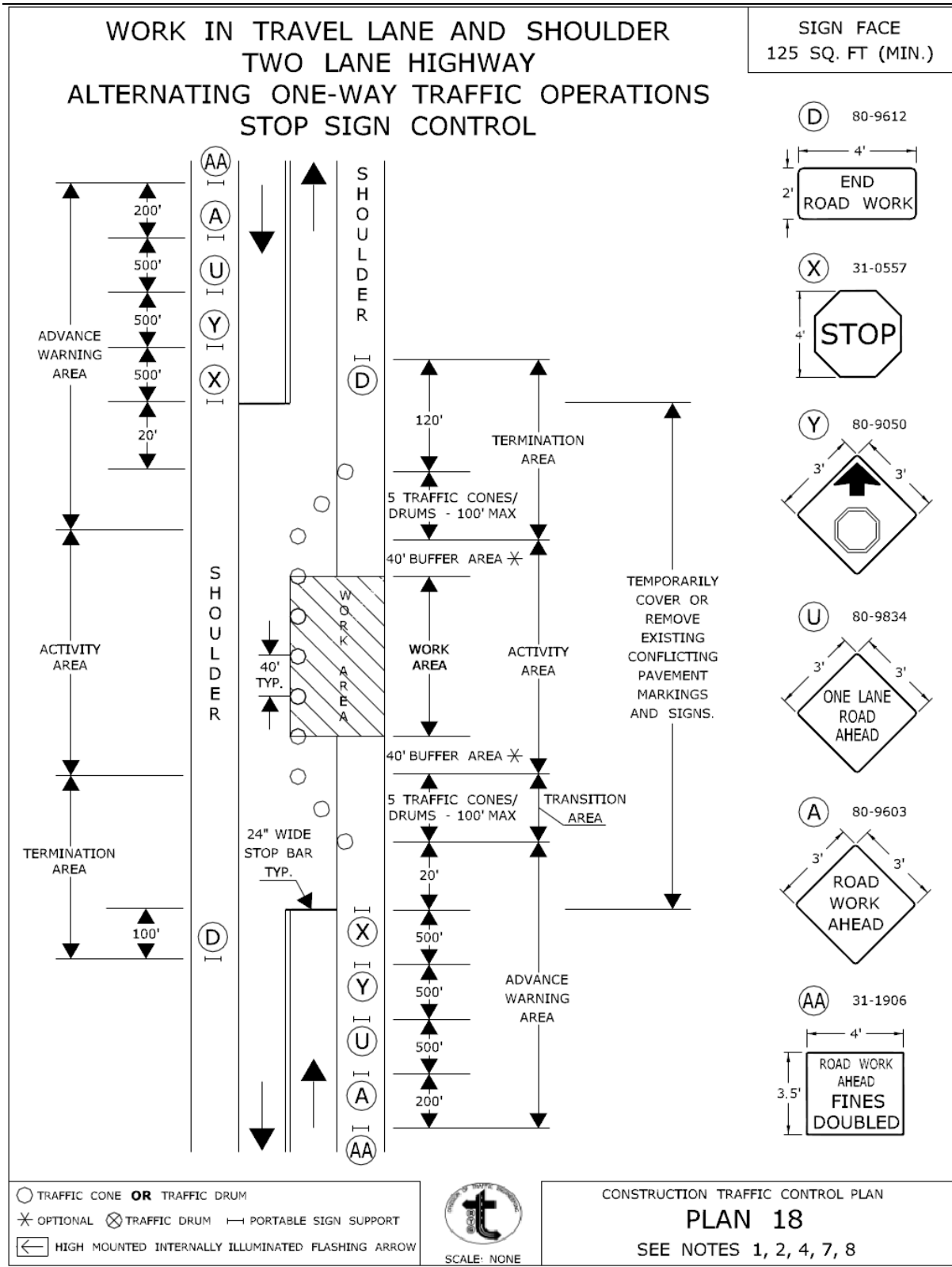
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WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



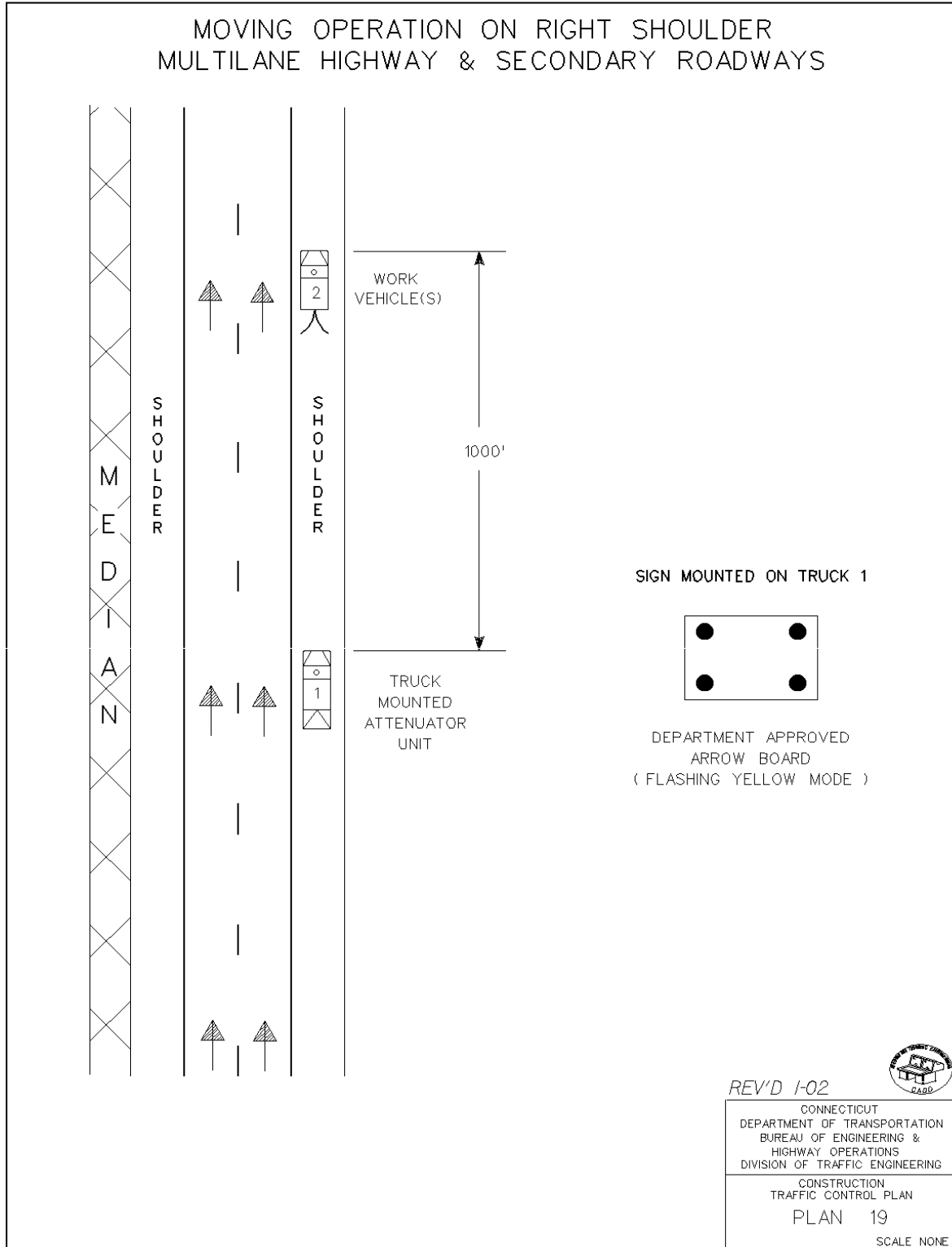
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WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



ATTACHMENT A

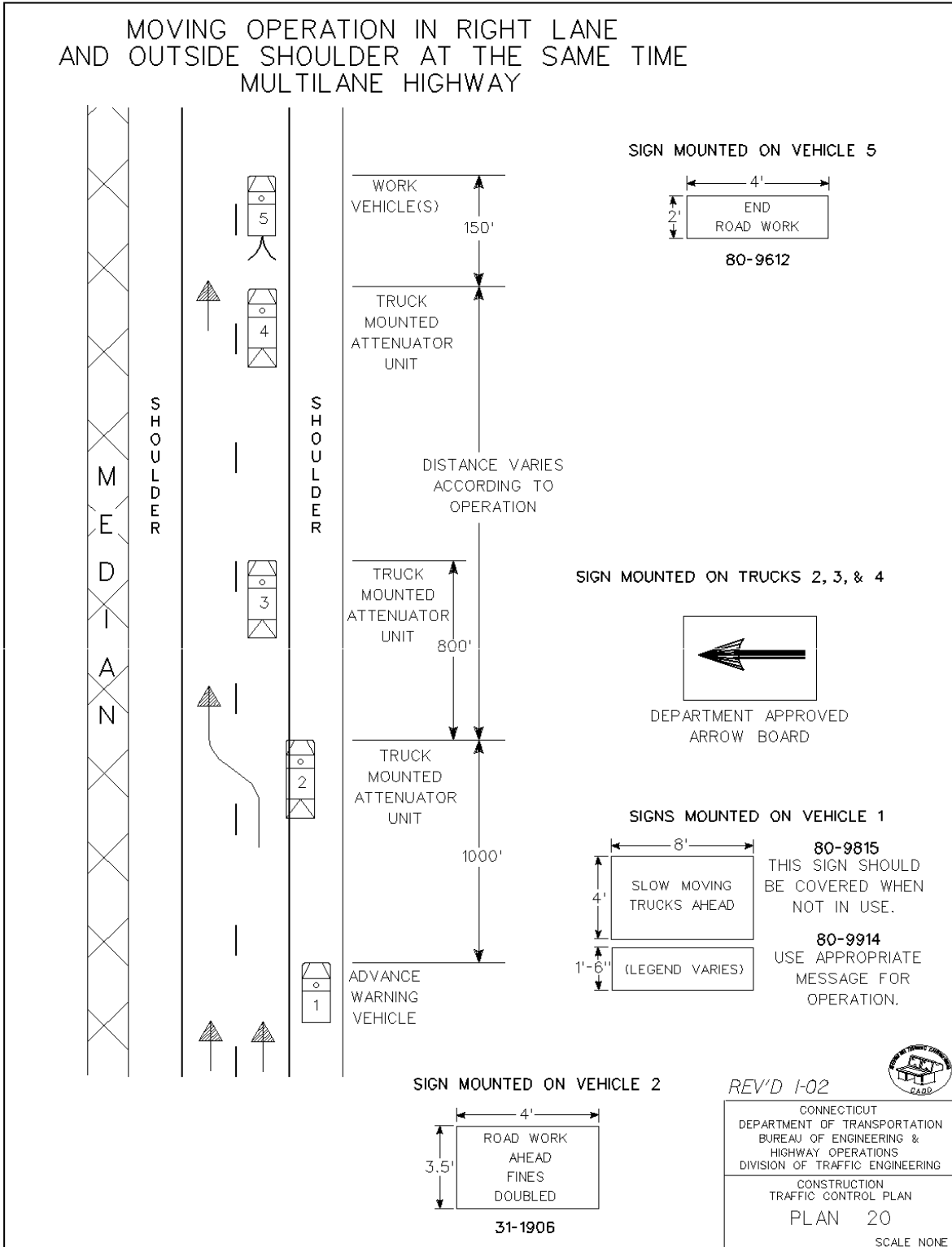
WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



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

ATTACHMENT A

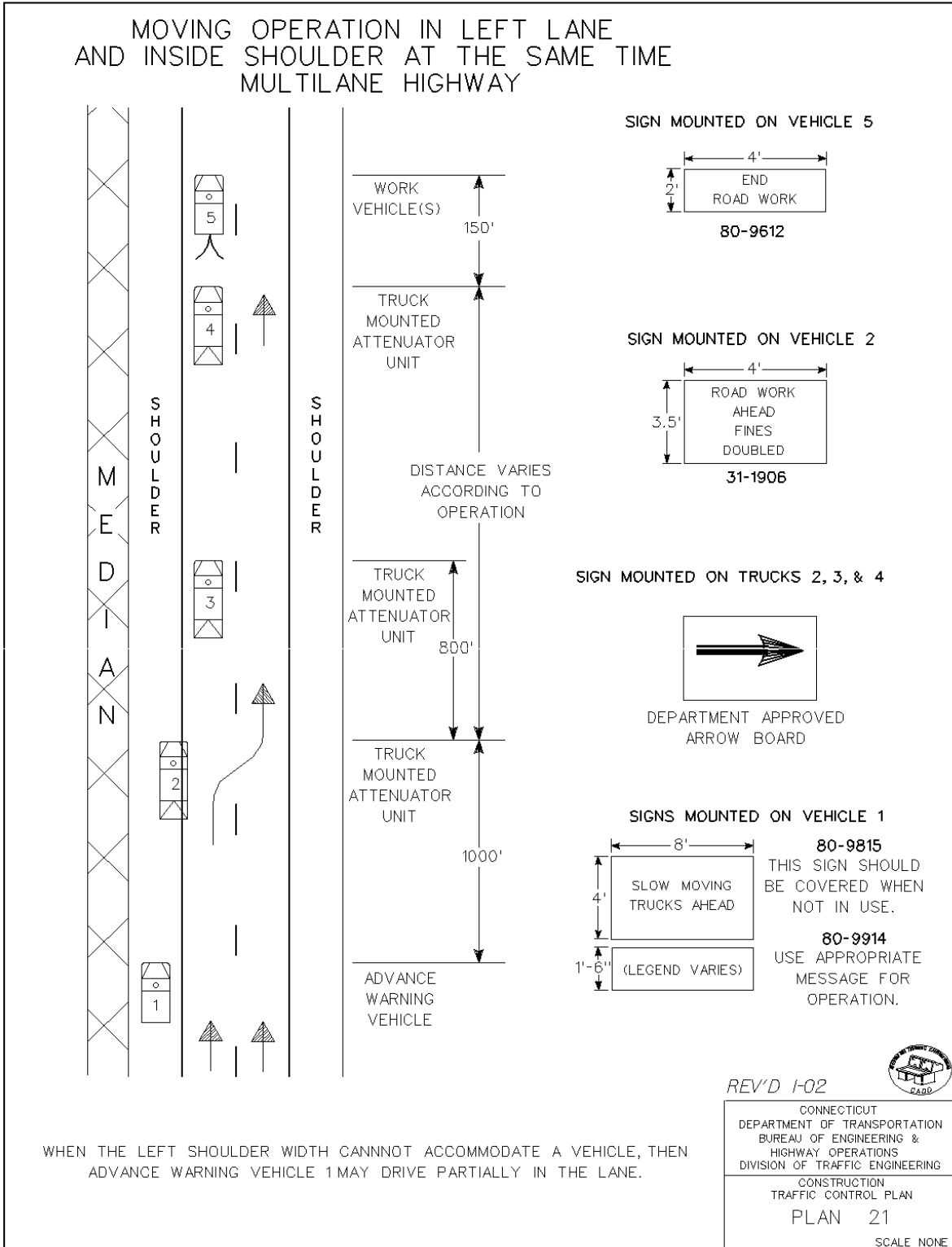
WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



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

ATTACHMENT A

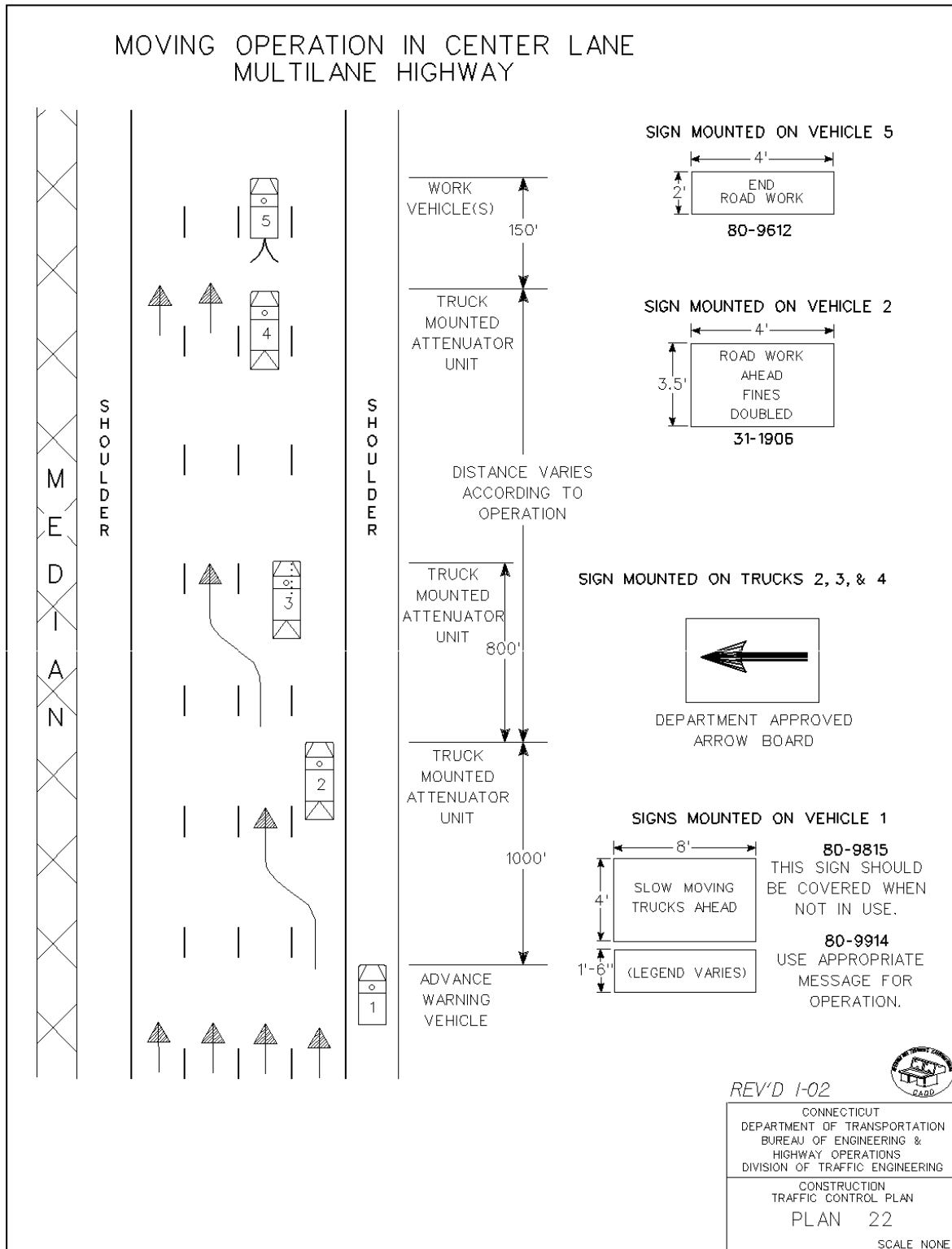
WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



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

ATTACHMENT A

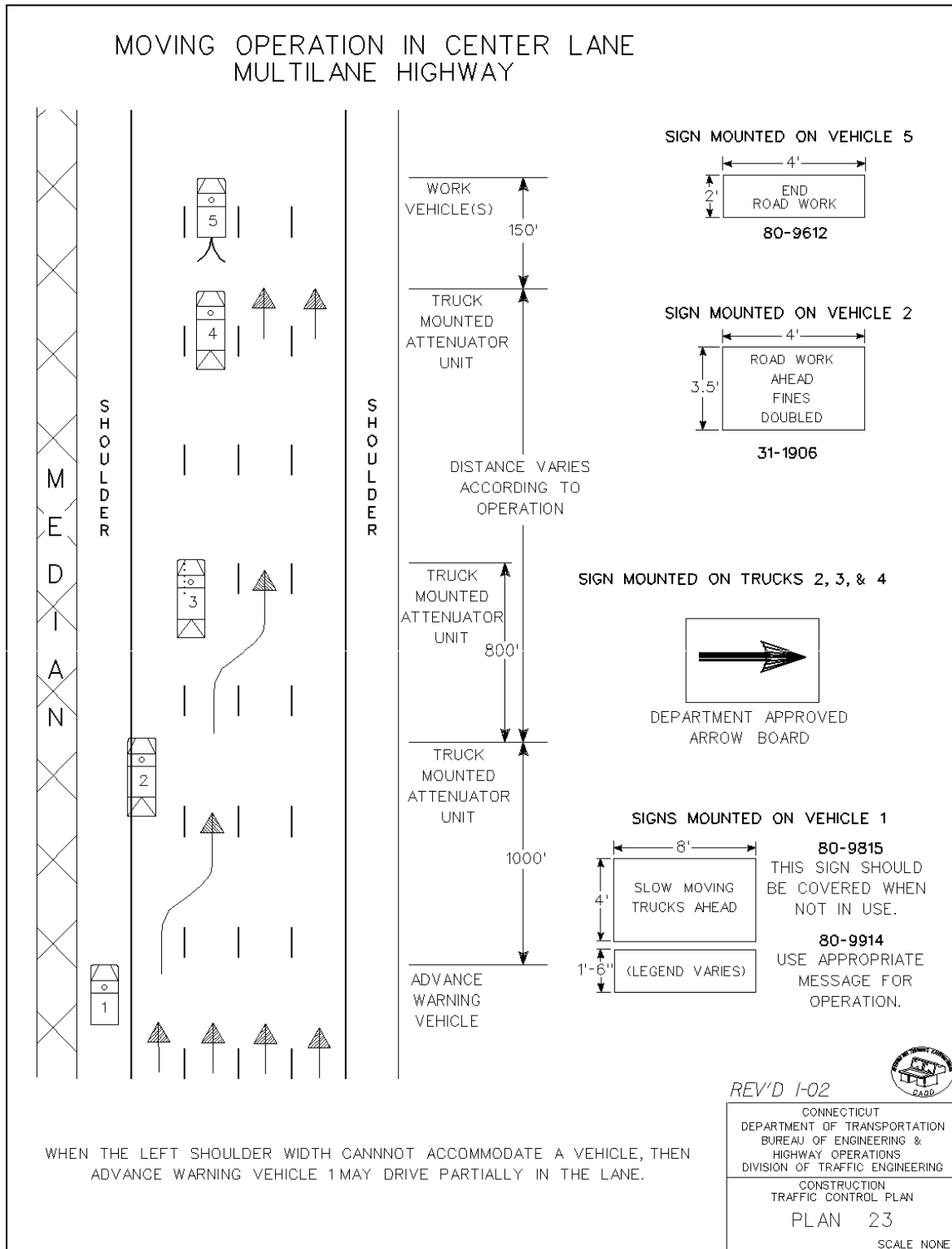
WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



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

ATTACHMENT A

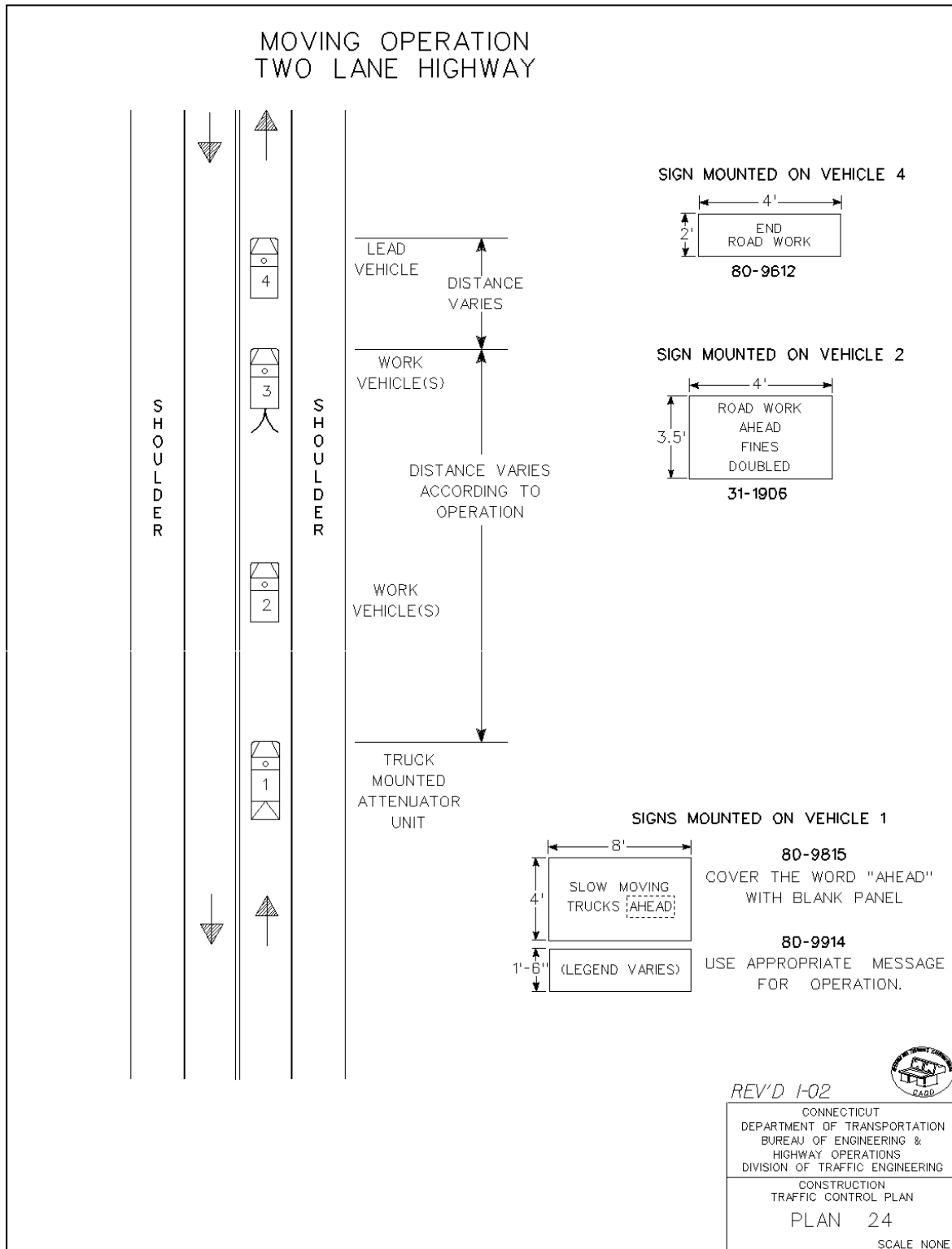
WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



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

ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



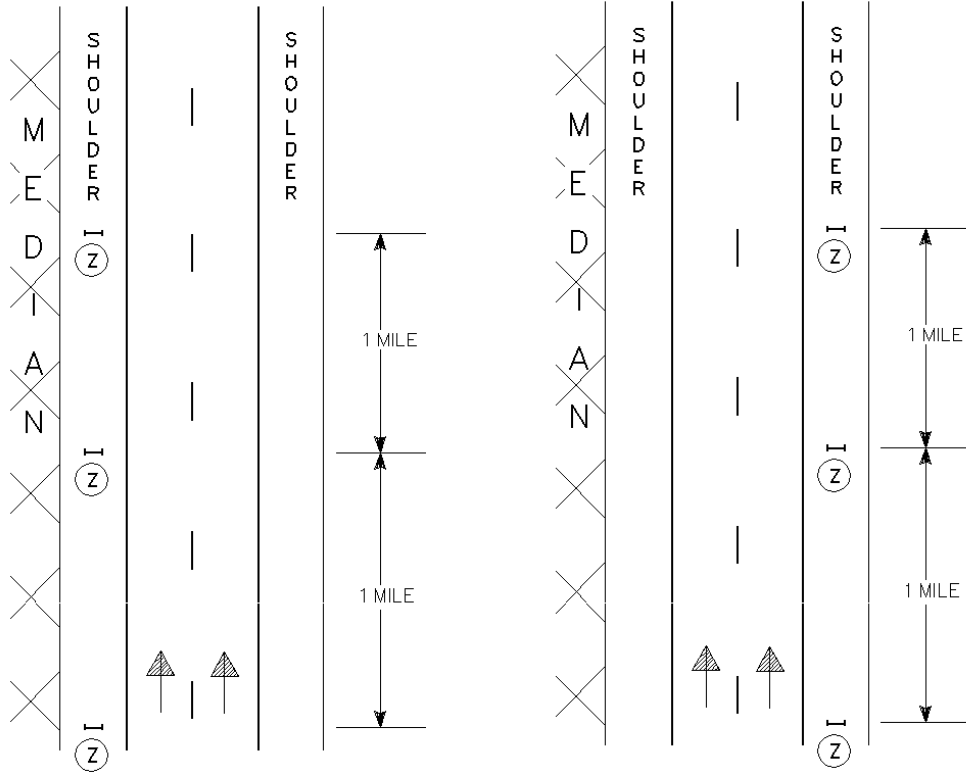
APPROVED John D. McCall DATE 1-30-02
 PRINCIPAL ENGINEER

ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS

MOWING OPERATION - MULTILANE HIGHWAY

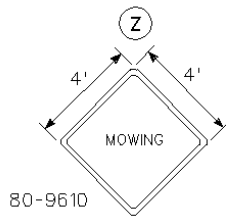
FOR EQUIPMENT ON THE ROADWAY, ROADSIDE
OR ON THE MEDIAN COMPLETELY OFF THE ROADWAY



MOWING IN MEDIAN

MOWING RIGHT OF TRAVELWAY

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



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

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

REV'D 1-02



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

CONSTRUCTION
TRAFFIC CONTROL PLAN

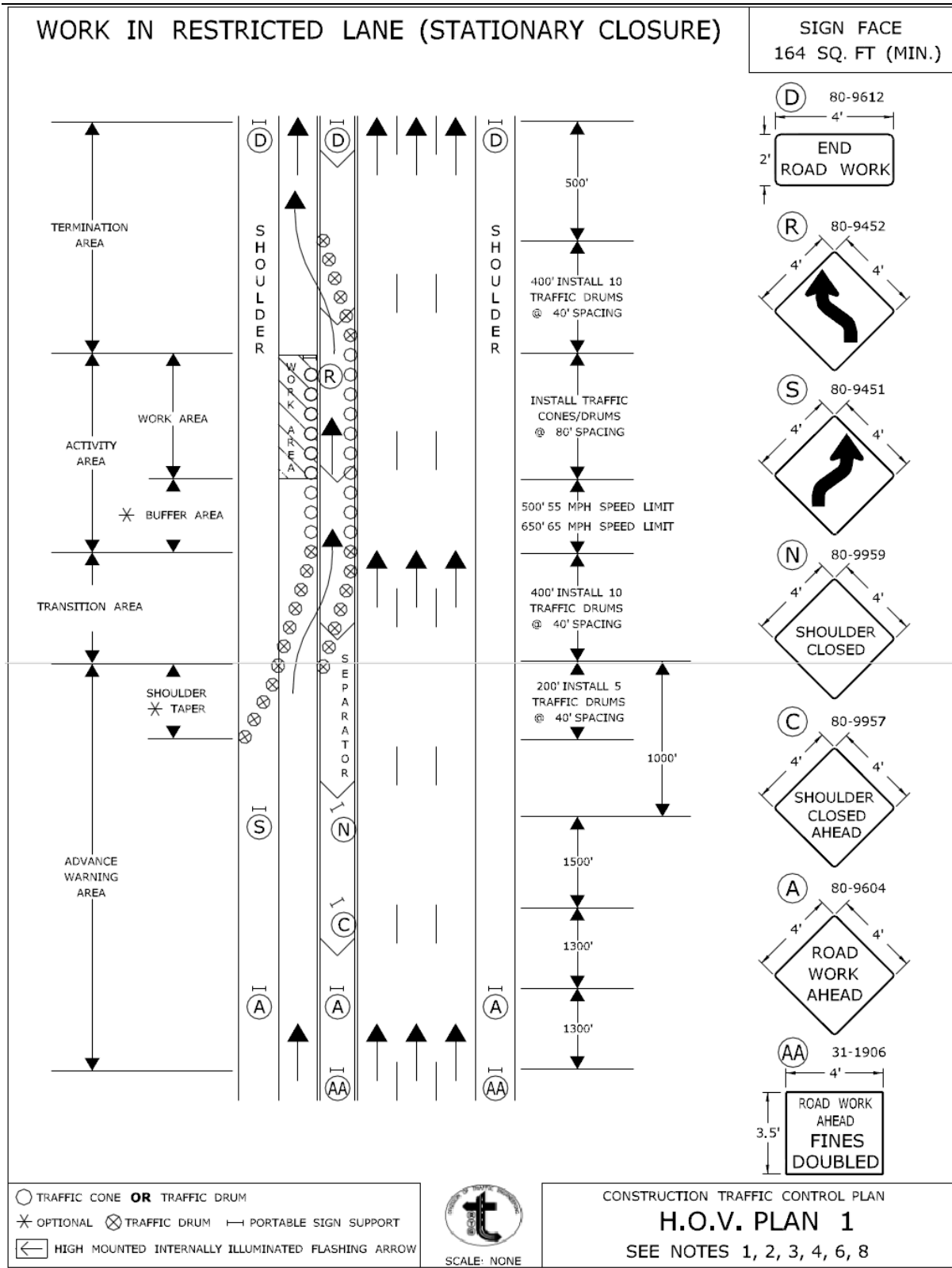
PLAN 25

SCALE NONE

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

ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



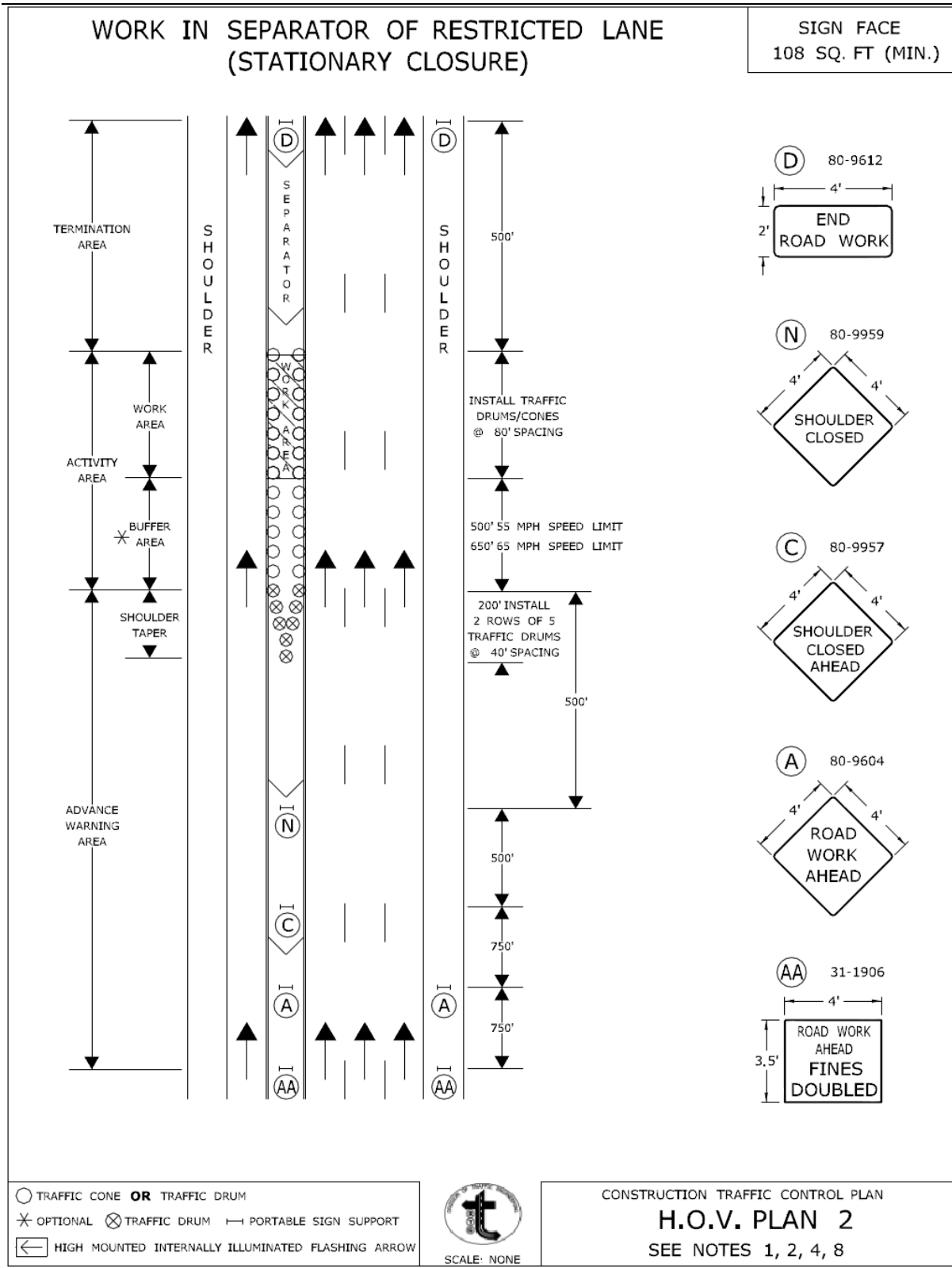
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

CONSTRUCTION TRAFFIC CONTROL PLAN
H.O.V. PLAN 1
SEE NOTES 1, 2, 3, 4, 6, 8

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:49:08-0400
PRINCIPAL ENGINEER

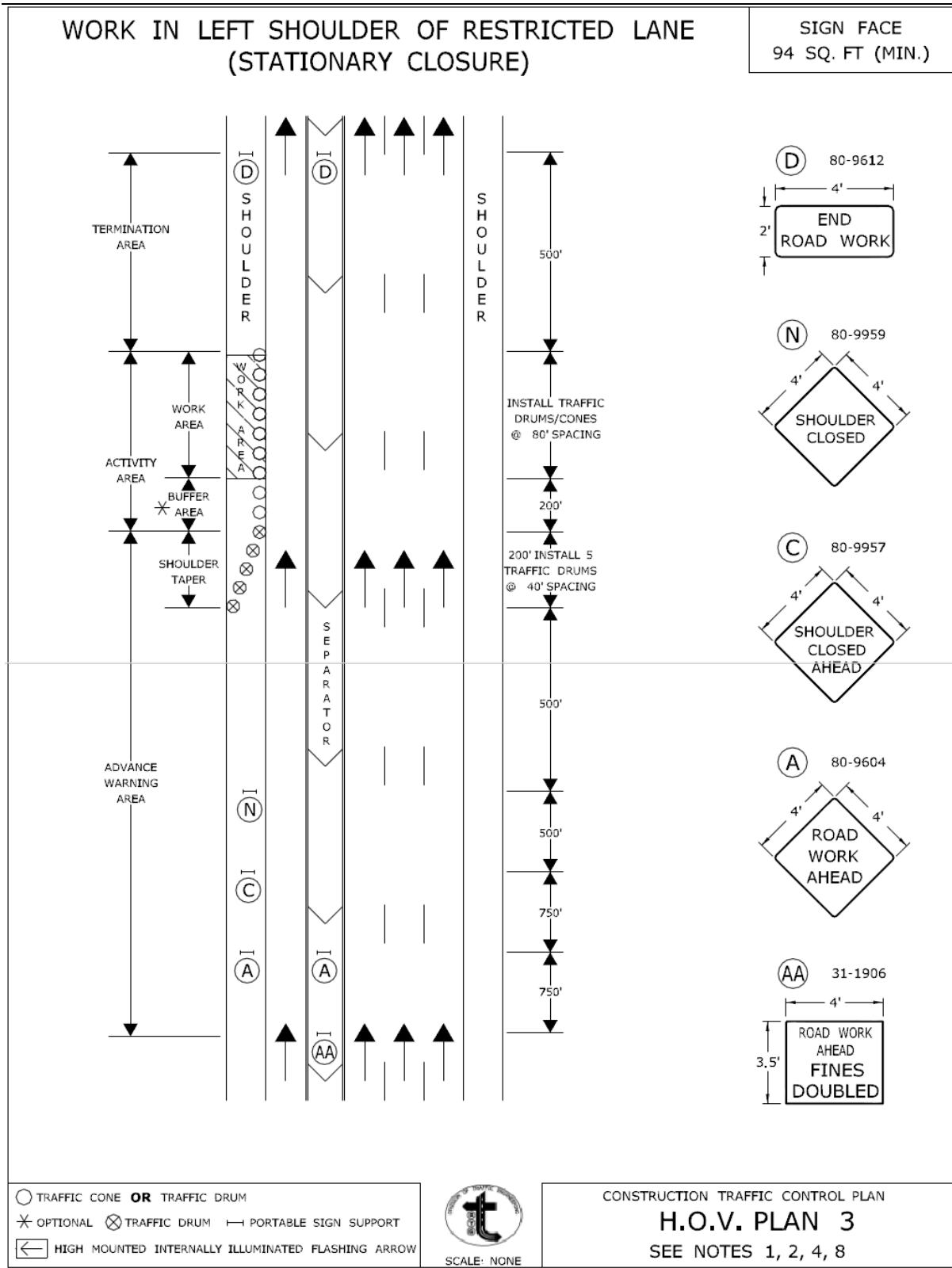
ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS

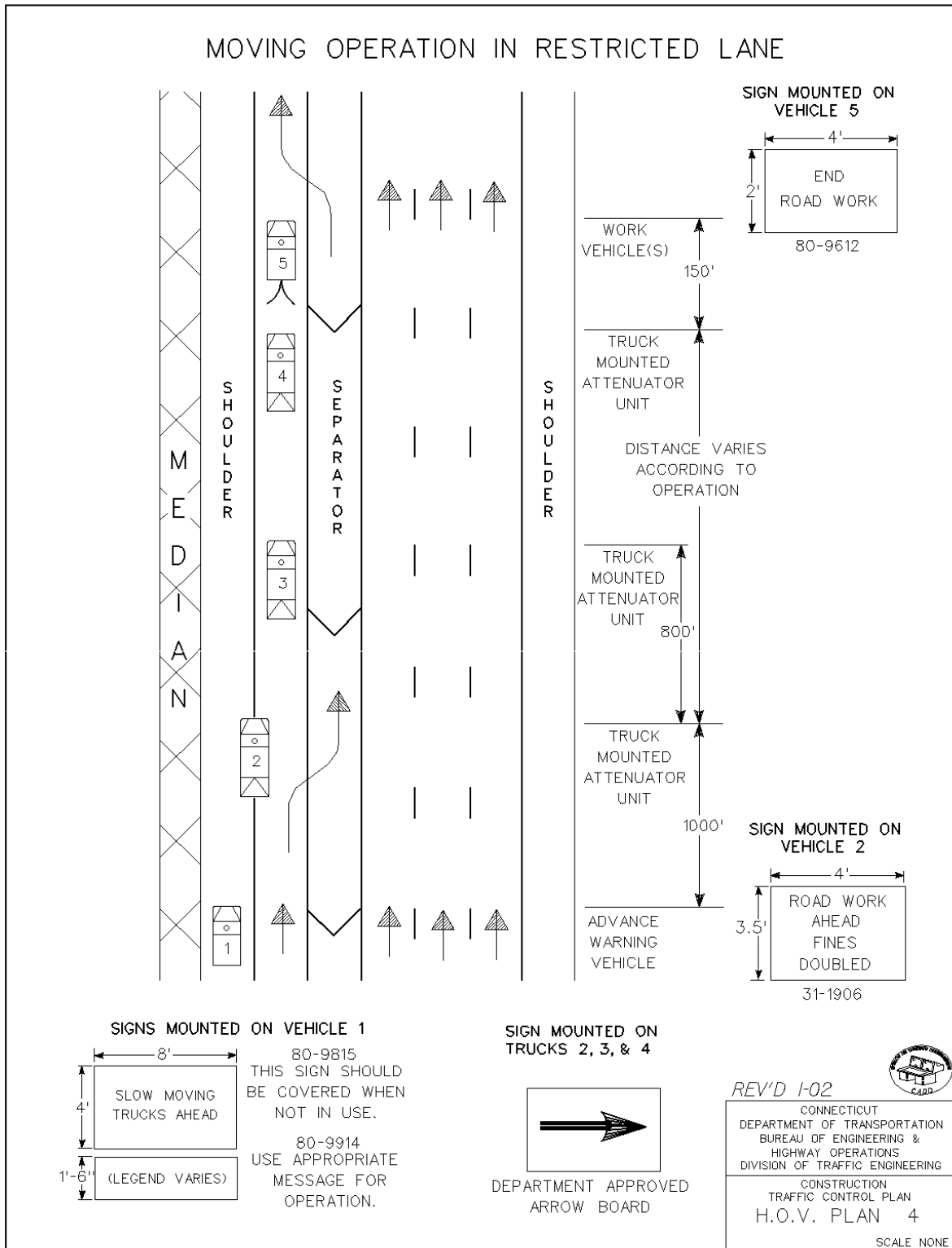


CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:50:10-0400
PRINCIPAL ENGINEER

ATTACHMENT A

WORK ZONE TRAFFIC CONTROL - SIGNS AND TRAFFIC PLANS



ATTACHMENT B

RAILROAD MAP

M A S S A C H U S E T T S

RAIL LINES

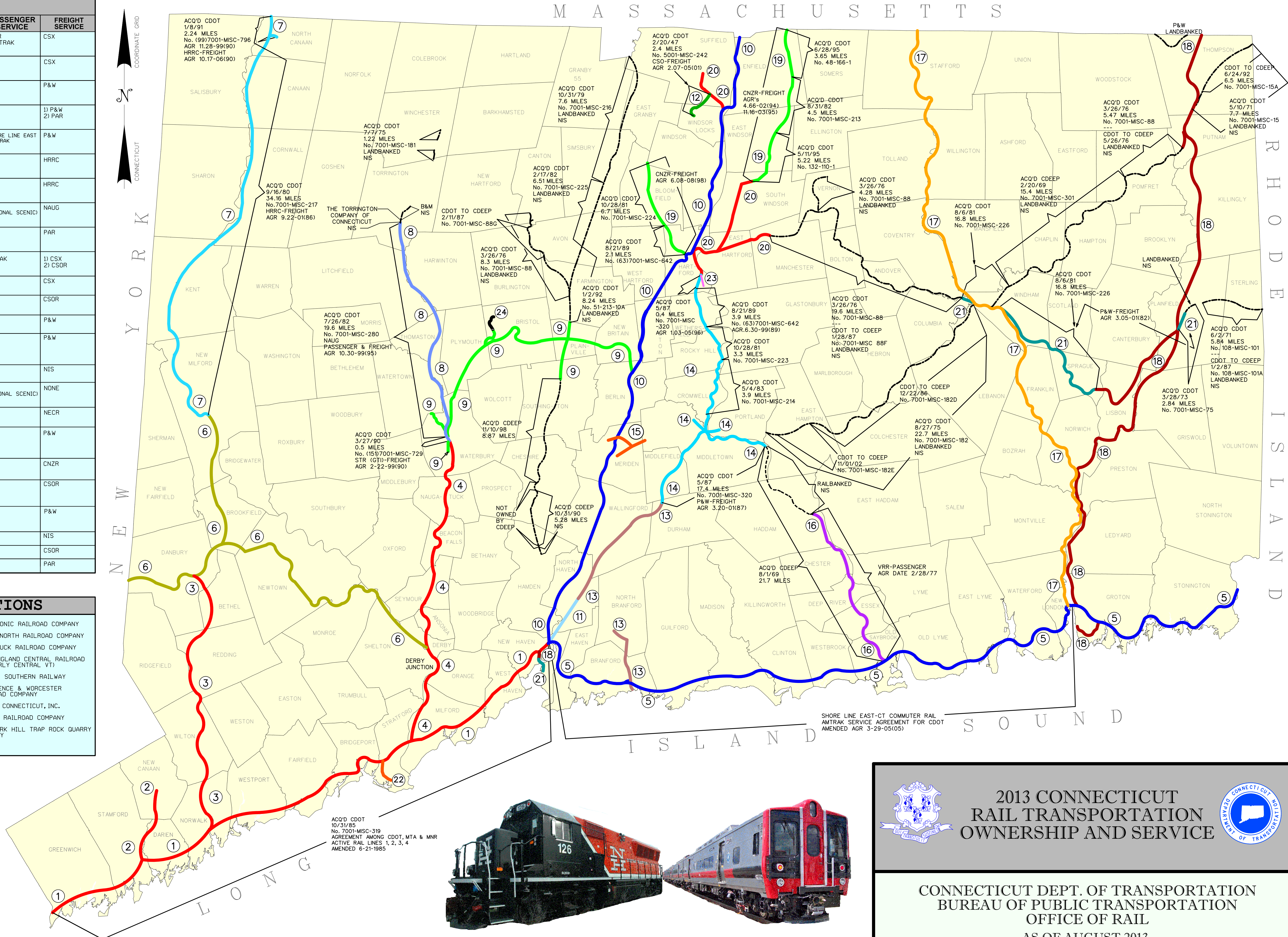
NO.	LOCATION	OWNER	PASSENGER SERVICE	FREIGHT SERVICE
1	NY STATE LINE (GREENWICH) TO NEW HAVEN 1) NEW HAVEN MAIN LINE 2) NORTHEAST CORRIDOR (WEST)	CDOT 10/31/85 No. 7001-MISC-319	1) MNR 2) AMTRAK	CSX
2	STAMFORD TO NEW CANAAN (NEW CANAAN BRANCH)	CDOT 10/31/85 No. 7001-MISC-319	MNR	CSX
3	NORWALK TO DANBURY (DANBURY BRANCH)	CDOT 10/31/85 No. 7001-MISC-319	MNR	P&W
4	(WATERBURY BRANCH) 1) MILFORD TO DERBY JCT 2) DERBY JCT TO WATERBURY	CDOT 10/31/85 No. 7001-MISC-319	MNR	1) P&W 2) PAR
5	NEW HAVEN TO RI STATE LINE (STONINGTON) 1) NEW HAVEN TO NEW LONDON 2) NORTHEAST CORRIDOR (EAST)	AMTRAK	1) SHORE LINE EAST 2) AMTRAK	P&W
6	1) DERBY JCT TO NY STATE LINE (DANBURY) 2) BROOKFIELD TO NEW MILFORD	HRRC	NONE	HRRC
7	NEW MILFORD TO MA STATE LINE (N. CANAAN)	CDOT	NONE	HRRC
8	WATERBURY TO TORRINGTON (NAUGATUCK RAILROAD/ RAILROAD MUSEUM OF NEW ENGLAND)	CDOT	NAUG (SEASONAL SCENIC)	NAUG
9	1) WATERBURY TO BERLIN 2) SOUTHWIND TO PLAINVILLE 3) WATERBURY INDUSTRIAL TRAIL INSI 4) TERRYVILLE 5) WATERBURY INDUSTRIAL TRAIL	PAR	NONE	PAR
10	1) NEW HAVEN TO NORTH HAVEN/WALLINGFORD 2) NORTH HAVEN/WALLINGFORD TO MA STATE LINE (ENFIELD)	AMTRAK	AMTRAK	1) CSX 2) CSOR
11	NEW HAVEN TO NORTH HAVEN	CSX	NONE	CSX
12	SUFFIELD TO WINDSOR LOCKS	CDOT	NONE	CSOR
13	1) NORTH HAVEN TO DURHAM 2) BRANFORD TO N. BRANFORD	TILCON	NONE	P&W
14	1) MIDDLETOWN TO MIDDLETOWN 2) DURHAM TO MIDDLETOWN 3) HARTFORD TO MIDDLETOWN 4) MIDDLETOWN TO PORTLAND 5) MIDDLETOWN TO LAUREL	CDOT	NONE	P&W
15	MERIDEN	YORK	NONE	NIS
16	OLD SAYBROOK TO HADDAM (ESSEX STEAM TRAIN)	CDEEP	VRR (SEASONAL SCENIC)	NONE
17	NEW LONDON TO MA STATE LINE (STAFFORD)	CN	NONE	NECR
18	1) GROTON TO MA STATE LINE (THOMPSON) 2) GROTON TO OLD GROTON (GROTON) 3) NEW HAVEN TO BELLE DOCK (NEW HAVEN) 4) PLAINFIELD TO SPRAGUE	P&W	NONE	P&W
19	1) HARTFORD TO WINDSOR 2) S. WINDSOR TO MA STATE LINE (ENFIELD)	CDOT	NONE	CNZR
20	1) E. HARTFORD TO S. WINDSOR 2) HARTFORD TO MANCHESTER 3) WINDSOR LOCKS TO SUFFIELD 4) HARTFORD TO HARTFORD	CSOR	NONE	CSOR
21	1) WINDHAM TO SPRAGUE 2) PLAINFIELD TO PLAINFIELD 3) WINDHAM TO COLUMBIA 4) NEW HAVEN TO BELLE DOCK (SOUTH)	CDOT	NONE	P&W
22	STRATFORD	APU	NONE	NIS
23	HARTFORD	MRKT	NONE	CSOR
24	TERRYVILLE	CITY OF BRISTOL	NONE	PAR

NAME ABBREVIATIONS

APU	AMERICAN PREMIER UNDERWRITERS CORPORATION	HRRC	HOUSATONIC RAILROAD COMPANY
AMTRAK	NATIONAL RAILROAD PASSENGER CORPORATION	MNR	METRO-NORTH RAILROAD COMPANY
BSRR	BRANFORD STEAM RAILROAD	NAUG	NAUGATUCK RAILROAD COMPANY
CDEEP	CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION	NECR	NEW ENGLAND CENTRAL RAILROAD (FORMERLY CENTRAL VT)
CDOT	CONNECTICUT DEPARTMENT OF TRANSPORTATION	PAR	PAN AM SOUTHERN RAILWAY
CN	CANADIAN NATIONAL RAILWAY	P&W	PROVIDENCE & WORCESTER RAILROAD COMPANY
CNZR	CENTRAL NEW ENGLAND RAILROAD	TILCON	TILCON CONNECTICUT, INC.
CSOR	CONNECTICUT SOUTHERN RAILROAD	VRR	VALLEY RAILROAD COMPANY
CSX	CSX CORPORATION	YORK	THE YORK HILL TRAP ROCK QUARRY COMPANY
MRKT	CONNECTICUT DEPARTMENT OF AGRICULTURE		

LEGEND

ACQ'D	ACQUIRED
AGR	AGREEMENT NUMBER
LANDBANKED	R.O.W. W/RAIL REMOVED. PURCHASED FOR FUTURE TRANSPORTATION PURPOSES
NO.	CDOT ACQ FILE NUMBER
NIS	NOT IN SERVICE
R.O.W.	RIGHT-OF-WAY
RAILBANKED	R.O.W. W/RAIL IN PLACE. PURCHASED FOR FUTURE TRANSPORTATION PURPOSES



2013 CONNECTICUT RAIL TRANSPORTATION OWNERSHIP AND SERVICE

**CONNECTICUT DEPT. OF TRANSPORTATION
BUREAU OF PUBLIC TRANSPORTATION
OFFICE OF RAIL**

AS OF AUGUST 2013

SCALE IN MILES

ATTACHMENT C

PREVAILING WAGE RATES

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

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

ID#: H 24232

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

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

Project Number: 17PSX0132

Project Town: Statewide

FAP Number:

State Number:

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	30.21
2) Carpenters, Piledrivermen	32.60	25.34

As of:

Monday, January 08, 2018

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

2a) Diver Tenders	32.60	25.34
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3) Divers	41.06	25.34
-----------	-------	-------

03a) Millwrights	33.14	25.74
------------------	-------	-------

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	48.55	20.45
--	-------	-------

4a) Painters: Brush and Roller	32.72	20.45
--------------------------------	-------	-------

4b) Painters: Spray Only	35.72	20.45
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4c) Painters: Steel Only	34.72	20.45
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Project: Railroad Bridge Maintenance Services For The Department Of Transportation

4d) Painters: Blast and Spray 35.72 20.45

4e) Painters: Tanks, Tower and Swing 34.72 20.45

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 39.15 25.17+3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 35.47 33.39 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 41.62 30.36

---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 29.25 19.50

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	29.50	19.50
---	-------	-------

10) Group 3: Pipelayers	29.75	19.50
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	29.75	19.50
--	-------	-------

12) Group 5: Toxic waste removal (non-mechanical systems)	31.25	19.50
---	-------	-------

13) Group 6: Blasters	31.00	19.50
-----------------------	-------	-------

Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	30.25	19.50
---	-------	-------

Group 8: Traffic control signalmen	16.00	19.50
------------------------------------	-------	-------

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

Group 9: Hydraulic Drills	29.30	18.90
---------------------------	-------	-------

---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	19.50 + a
---	-------	-----------

13b) Brakemen, Trackmen	31.28	19.50 + a
-------------------------	-------	-----------

---CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	31.28	19.50 + a
--	-------	-----------

15) Form Erectors	31.60	19.50 + a
-------------------	-------	-----------

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	19.50 + a
---	-------	-----------

17) Laborers Topside, Cage Tenders, Bellman	31.17	19.50 + a
---	-------	-----------

18) Miners	32.22	19.50 + a
------------	-------	-----------

---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

18a) Blaster	38.53	19.50 + a
--------------	-------	-----------

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	19.50 + a
---	-------	-----------

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	19.50 + a
---	-------	-----------

21) Mucking Machine Operator	39.11	19.50 + a
------------------------------	-------	-----------

---TRUCK DRIVERS---(*see note below)

Two axle trucks	29.13	22.32 + a
-----------------	-------	-----------

Three axle trucks; two axle ready mix	29.23	22.32 + a
---------------------------------------	-------	-----------

Three axle ready mix	29.28	22.32 + a
----------------------	-------	-----------

Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	22.32 + a
--	-------	-----------

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

Four axle ready-mix	29.38	22.32 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.58	22.32 + a
<hr/>		
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	22.32 + a
<hr/>		
---POWER EQUIPMENT OPERATORS---		
<hr/>		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.30	24.05 + a
<hr/>		
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.98	24.05 + a
<hr/>		
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.24	24.05 + a
<hr/>		

As of:

Monday, January 08, 2018

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper) 37.85 24.05 + a

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell) 37.26 24.05 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 37.26 24.05 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 36.95 24.05 + a

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel). 36.61 24.05 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 36.21 24.05 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). 35.78 24.05 + a

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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 33.74 24.05 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 33.74 24.05 + a

Group 12: Wellpoint Operator. 33.68 24.05 + a

Group 13: Compressor Battery Operator. 33.10 24.05 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 31.96 24.05 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 31.55 24.05 + a

Group 16: Maintenance Engineer/Oiler 30.90 24.05 + a

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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.21	24.05 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	32.79	24.05 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	47.14	6.5% + 20.98
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21) Heavy Equipment Operator	42.43	6.5% + 18.84
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.07	6.5% + 18.27
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23) Driver Groundmen	25.93	6.5% + 8.53
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23a) Truck Driver	35.36	6.5% + 16.88
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---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators 35.04 6.5% + 10.45

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Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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

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

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

As of: Monday, January 08, 2018

Project: Railroad Bridge Maintenance Services For The Department Of Transportation

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

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

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

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

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

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

As of:

Monday, January 08, 2018