

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2012-04	Griswold Street Pavement Rehabilitation State Project 53-0184	December 21, 2011 at 11:00 A.M.

The Town of Glastonbury will receive Sealed Bids, in duplicate, for the Griswold Street Pavement Rehabilitation Project, State Project No. 53-0184 (Bid #GL-2012-04). Bids will be received only at the Office of the Purchasing Agent, Town Hall (second level), 2155 Main Street, Glastonbury, CT 06033, Attention: Mary F. Visone, Purchasing Agent, until December 21st, 2011 at 11:00 A.M. (local time), at which time they will be publicly opened and read aloud. No late bids will be accepted.

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town.

Bid Forms, Plans, and Specifications may be obtained from the Town's website at www.glastonbury-ct.gov at no cost or at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033, (second level) for a non-refundable fee of \$100.

The successful Bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Executive Orders #3, No. 17, 11246, 11375 and 11478. Contractors shall comply with State Statutes concerning Employment and Labor Practices, if applicable, and Section 31-53 of the Connecticut Statutes, as amended (Prevailing Wages).

Twelve (12) percent of the awarded contract value shall be performed by Disadvantaged Business Enterprises (DBE).

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority / Women / Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

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**GRISWOLD STREET REHABILITATION
INFORMATION FOR BIDDERS**

BID #GL-2012-04

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of bid total cost unless otherwise specified. The bid total cost shall be arrived at by the mathematical calculation of the unit price multiplied times the number of units specified for each line item, and the total sum of all line items in the bid. In the event that the Town finds computational errors in a respondent's bid proposal, the bid total cost shall be recalculated by the Town based on the unit prices contained in the bid proposal.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. The envelope enclosing your bid should be clearly marked by bid number, time of bid opening, and date.
6. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
8. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
10. Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. A 100% Performance and Payment bond are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bond will be returned upon the delivery and acceptance of the bid items.
12. The Bidder agrees and warrants that in the submission of this sealed Bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to

blindness, unless it is shown by such Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed Bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.

13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs** which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. If the Bidder does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
16. **Non-Resident Contractors:**

The Town is required to report names of non-resident (out-of-State) contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all non-resident contractors must furnish a five percent (5%) sales tax guarantee bond (State Form AU-766) or a cash bond for five percent (5%) of the total contract price (State Form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Non-Resident Contractors SN 2005 (12). If the above bond is not provided, the Town is required to withhold five percent (5%) from the contractor's payments and forward it to the State DRS.

The contractor must promptly furnish to the Town a copy of the **Certificate of Compliance** issued by the State DRS.
17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

19. It is the responsibility of the bidder to check the Town's website before submitting bid for addendums posted prior to bid opening.

20. **State Prevailing Wage Rates:**

Respondents shall comply with State Statutes concerning Employment and Labor Practices, if applicable, and Section 31-53 of the Connecticut General Statutes, as amended (Prevailing Wages). Wage Rate Determination for this project from the State of Connecticut is included in the Bid Documents. Certified payrolls for site labor shall be submitted weekly to the Town's Representative or his designee on the correct State of Connecticut form (see RFP). The Town reserves the right to, without prior notice, audit payroll checks given to workers on site in order to ascertain that wages and fringe benefits are being paid as required by the State of Connecticut. Please make special note of the State requirement to adjust wage and fringe benefit rates on each July 1st following the original published rates.

NOTE that respondent is to include in its proposal all costs required by such annual increases in the PREVAILING RATES. NO escalation clauses are to be included in the respondent's proposal and NO escalation clauses will be in the Contract Agreement. Respondent is to anticipate any future increases and include these costs in the proposal response.

Contractor's invoices will not be paid if certified payrolls are incomplete, incorrect or not received in a timely manner.

All Apprentices must be registered with the State of Connecticut and their number shall not exceed the number allowed by law. Otherwise, all workers must be paid at least the Journeyman rate listed including benefits.

OSHA SAFETY AND HEALTH CERTIFICATION

Effective July 1, 2009: Any Mechanic, Laborer, or Worker, who performs work in a classification listed on the prevailing wage rate schedule on any public works project covered under C.G.S. Section 31-53, both on site and on or in the public building, must have completed a federal OSHA Safety and Health course within the last 5 years.

21. **Federal Prevailing Wage Rates: (Davis-Bacon and Related Acts (DBRA))**

Federal Davis Bacon Labor Standards must be complied with under this contract. The execution of the contract by the bidder binds it to all applicable Federal Davis Bacon Labor Laws and Regulations. Federal Prevailing Wage Rates are included in this bid package.

The Davis-Bacon and Related Acts (DBRA) are administered by the US Department of Labor Wage and Hour Division. These Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The Davis-Bacon Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Additional compliance information may be found at:

<http://www.dol.gov/compliance/guide/dbra.htm#Basic>
<http://www.dol.gov/whd/regs/compliance/whdfs66.pdf>

22. Each bid shall also include a description of three (3) projects completed by the bidder with references to demonstrate successful experience with similar projects.
23. Each bid shall include a signed copy of the Non-Collusion Affidavit form which is included with Attachment B of the Required Contract Provisions.
24. The bidder is hereby notified that as described in the Required Contract Provisions, twelve (12) percent of the awarded contract value shall be performed by disadvantaged business enterprises (DBE) as approved subcontractor or owner-operator of construction equipment. The successful bidder must indicate the disadvantage business enterprise(s) it intends to utilize to achieve the above state percentage prior to the award of the contract.

IMPORTANT: Failure to comply with general rules may result in disqualification of the Bidder.

NOTE: Any technical questions regarding this bid shall be made in writing (email acceptable) and directed to Stephen Braun, Assistant Town Engineer, 2155 Main Street, PO Box 6523, Glastonbury, CT 06033; stephen.braun@glastonbury-ct.gov. Telephone (860) 652-7743 between the hours of 8:00 a.m. – 4:30 p.m. For administrative questions concerning this bid/proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588 or email the Purchasing Department at purchasing@glastonbury-ct.gov. All questions, answers, and/or addenda, as applicable will be posted on the Town's website at www.glastonbury-ct.gov. (Upon entering the website click on Bids & RFP's). The request must be received at least five (5) business days prior to the advertised response deadline. **It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**

01.00 WORKMANSHIP, MATERIALS AND EMPLOYEES

01.01 Wherever in this contract the word "Engineer" is used, it shall be understood as referring to the Town Engineer/Manager of Physical Services of the Town of Glastonbury acting personally or through any assistants duly authorized.

01.02 The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

01.03 The wording "furnish", "install", "construct", "furnish and install", or any similar terms, unless specifically noted to the contrary, shall include all labor, materials, water, tools, equipment, light, power, transportation, and any other services required for the completion of the work.

01.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

02.00 SUPERINTENDENT

02.01 The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

03.00 PRECONSTRUCTION MEETING

03.01 A Preconstruction Meeting will be held with the Engineer, Contractor, and any private utility company prior to commencing any work. The Engineer shall arrange the meeting based on a mutually convenient time.

04.00 PERMITS

04.01 Other than local permits, all permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor.

05.00 PROPERTY ACCESS

05.01 The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.

05.02 The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

05.03 The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported, in writing, to the Engineer.

06.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

06.01 The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract.

06.02 The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.

06.03 The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions.

07.00 EXISTING IMPROVEMENTS

07.01 The Contractor shall conduct his work so as to minimize damage to existing improvements. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as near as practical, all improvements on public or private property. This shall include:

- a. Property within and adjacent to the side of installation such as shrubs, walks, driveways, fences, etc.
- b. Utility mains, ducts, poles, and services. The Contractor is hereby notified that utilities, if/where shown on the plans, are at approximate locations. These locations are subject to possible errors in the source of information and errors in transcription. The Contractor shall make certain of the exact location of all mains, ducts, poles, and services prior to excavation.

08.00 SEPARATE CONTRACTS

08.01 The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

09.00 INSPECTION OF WORK

09.01 The Town shall provide sufficient personnel for the inspection of the work.

09.02 The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

09.03 If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

09.04 Reinspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of reinspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10.00 RIGHT TO INCREASE OR DECREASE WORK

10.01 The Town shall have the right to increase or decrease the amount of work herein specified as may be required.

11.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS

11.01 Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the streets in proper condition for use by the public during the time the work is suspended as herein provided, without cost to the Town.

12.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS

12.01 Any faithful work or imperfect material that may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to construct work in the proper manner and the use of materials herein specified.

13.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY

13.01 If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.

13.02 If, within five days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.

13.03 Additional costs incurred over and above the original Contract shall be borne by the Performance Bond.

14.00 DEDUCTIONS FOR UNCORRECTED WORK

14.01 If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

14.02 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town, and shall bear the expense of making good all work by other contractors destroyed or damaged by such removal or replacement.

14.03 If the Contractor does not remove such condemned work and materials as promptly as possible after written notice, the Engineer may remove them and store the materials at the expense of the Contractor.

15.00 CLEANING UP

15.01 The Contractor must remove all debris of every description as the work progresses and leave the surroundings in a neat and orderly condition to the satisfaction of the Engineer.

15.02 Upon completion, and before acceptance and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish and miscellaneous debris and leave the site in a neat and presentable condition.

16.00 ROYALTIES AND PATENTS

16.01 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Glastonbury harmless from loss on account thereof, except that the Town of Glastonbury shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Town of Glastonbury.

01.00 NOTICE TO CONTRACTOR

01.01 Intent of Contract: The intent of the Contract is to prescribe a complete work or improvement that the Contractor undertakes to do, in full compliance with the specifications, plans, special provisions, proposal, and Contract. The Contractor shall perform all work in close conformity with the lines, grades, typical cross-sections, dimensions, and other data shown on the plans or as modified by written orders, including the furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project.

01.02 The Contractor is hereby alerted to the fact that the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (Form 816) and supplements thereto dated July 2010 are to be considered part of the Contract Documents. The Form 816 shall not be provided by the Town and any cost associated therewith shall be the responsibility of the Contractor. In case of any discrepancy between the Contract Drawings or Specifications and the Form 816, the matter shall immediately be submitted to the Engineer. The Engineer shall have sole authority in resolving any discrepancies.

01.03 Much time and effort has gone into this project in an effort to minimize impact on trees and adjacent properties. Extreme care shall be taken by the Contractor to honor commitments made by the Town. Prior to doing any work, the Contractor should meet with the Engineer to become familiar with the conditions encountered and commitments made.

01.04 Traffic Cones and Drums: Traffic Drums and 42-inch Traffic Cones shall have four six-inch wide stripes (two - white and two - orange) of flexible bright fluorescent sheeting. The material for the stripes shall be one of the following, or approved equal:

- 3M Scotchlite Diamond Grade Flexible Work Zone Sheeting, Model 3910 for the white stripes and Model 3914 for the orange stripes,
- Avery Dennison WR-7100 Series Reboundable Prismatic Sheeting, Model WR-7100 for the white stripes and Model WR-7114 for the orange stripes.

01.05 NCHRP 350 Requirements For Work Zone Traffic Control Devices:
CATEGORY 1 DEVICES (traffic cones, traffic drums, tubular markers, flexible delineator posts): Prior to using the Category 1 Devices on the project, the Contractor shall submit to the Engineer a copy of the manufacturer's self-certification that the devices conform to NCHRP Report 350.

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

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

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

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

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

01.06 Superpave Design Level Information: Hot-Mix Asphalt (HMA) constructed according to the Superpave mix-design system is required to attain a Superpave Design Level and is required to use a Performance Graded (PG) binder. Pavement for Griswold Street shall be Design Level 2.

02.00 COMMUNICATIONS

02.01 All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

02.02 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may, from time to time, designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

02.03 All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the Town Engineer/Manager of Physical Services, 2155 Main Street, Glastonbury, CT 06033, and any notice to, or demand upon, the Town shall be delivered at the above address in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office or to such other representatives of the Town, or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose.

02.04 Any such notice shall be deemed to have been given as of the time of actual delivery or, in case of mailing, when the same should have been received in due course of post or, in the case of telegrams, at the time of actual receipt, as the case may be.

03.00 PARTIAL USE OF IMPROVEMENTS

03.01 The Town may, at its election, give notice to the Contractor and place in use those sections of the work that have been completed, inspected and can be accepted as complying with the Contractor Documents and if, in its opinion, each such section is reasonably safe and fit for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the work shall not materially impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

- d. The period of guarantee shall not begin until the date of the final acceptance of all work required under this Contract.

04.00 INSURANCE

04.01 The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Contractor and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town and the Board of Education, its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Contractors Certificate of Insurance.** Insurance shall be written with Insurance Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

a. Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

b. Commercial General Liability:

- Including Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence: \$1,000,000
Aggregate: \$2,000,000
(The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided.

c. Automobile Insurance:

- Including all owned, hired, borrowed, and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage
Per Accident: \$1,000,000

04.02 The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage on the General Liability and Auto Liability policies including the Additional Insured and Waiver of Subrogation on the General Liability policy. The Bidder shall provide the Town copies of any such insurance policies upon request.

04.03 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and the Board of Education and its consultants, agents, and

employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Contractor's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Contractor, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Contractor to perform or furnish either of the services, or anyone for whose acts the Contractor may be liable.

05.00 WORK BY OTHERS

05.01 Private utilities, contractors, developers or other parties may be expected to be working within the Contract area during this Contract. It shall be the responsibility of the Contractor to coordinate his work with the work being done by others in order that the construction shall proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Town, the Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

06.00 CONTRACTOR'S WORK AND STORAGE AREA

06.01 The Contractor shall contact the Town to determine if any specific locations will be designated, or gain its approval prior to using any area for storage of equipment, materials and trailers during the period of this Contract. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Engineer and at not cost to the Town.

07.00 DISPOSAL AREA

07.01 The Tryon Street Bulky Waste Facility will be available to the Contractor, at no charge, for disposal of materials that are accepted at that facility. Acceptable materials include brush, stumps, demolition materials, and excess excavated earth materials. Unacceptable materials are hazardous wastes such as pesticides, oil based paints and thinners, or other wastes as designated by the State Department of Environmental Protection. Demolition material cannot contain asbestos or other hazardous materials. The Contractor is required to obtain a disposal area for all other unsuitable or surplus materials at no cost to the Town.

08.00 DUST CONTROL

08.01 During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use water or calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed. These items shall be measured and paid for under the appropriate contract line items.

09.00 MAINTENANCE / GUARANTEE PERIOD

09.01 The Contractor shall be held responsible to the Town for maintenance for a minimum of one-year following completion of all work under this Contract with respect to defects, settlements, etc.

10.00 PROTECTION OF EXISTING UTILITIES

10.01 Before starting any excavation, the Contractor shall submit to the Engineer plans or details showing the proposed method the Contractor will use to support and protect all existing utilities during construction. The furnishing of such plans and details shall not serve to relieve the Contractor of any responsibility for the proper conduct of the work.

10.02 There will be no extra payment for submitting plans or details for supporting and protecting all existing utilities during construction.

11.00 TIME FOR COMPLETION/NOTICE TO PROCEED

11.01 Construction of this project will occur during the 2012 construction season, beginning on or around April 1st, 2012.

11.02 The work under this Contract shall commence within twenty-one (21) calendar days of the Notice to Proceed / Purchase Order. After the work has begun, it shall continue in an orderly fashion such that all contract work is completed within seventy-five (75) calendar days from the date of commencement.

11.03 When the Contract time is stated on a calendar-day basis, that time shall be the number of consecutive calendar days contained in the Contract period, excluding the time period from each December 1 through the following March 31 (the "winter shutdown period"). The time will be computed as herein provided on a consecutive-day basis, including all Saturdays, Sundays, holidays, and non-work days from April 1 through November 30 of each included year. Time will not be charged for days in the winter shutdown period. If the Engineer so approves, the Contractor may work on certain tasks of the Project during the winter shutdown period with no charge being made against the Contract time.

12.00 LIQUIDATED DAMAGES

12.01 As actual damages for any delay in completion of the work that the Contractor is required to perform under this Contract are impossible to determine, the Contractor and the Sureties shall be liable for and shall pay to the Town the sum of \$100.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above-stipulated completion, or completion as modified in writing by both parties, until such work is satisfactorily completed and accepted.

13.00 SCHEDULE OF DRAWINGS

13.01 The Contractor is hereby alerted that the plan set entitled "Griswold Street Rehabilitation", including twenty-one (21) plan sheets prepared by the Town of Glastonbury Engineering Division is to be considered part of these specifications.

14.00 CHANGES IN THE WORK

14.01 The Town reserves the right to perform portions of the work in connection with these plans and specifications. The reduction in the work to be performed by the Contractor shall be made without invalidating the Contract. Whenever work is done by the Town contiguous to other work covered by this Contract, the Contractor shall provide reasonable opportunity for the execution of the work and shall properly coordinate his work with that of the Town.

15.00 LAYOUT OF WORK

15.01 The Town shall provide stake-out of the work in accordance with the plans or as directed by the Engineer. The Contractor shall protect all stakes from damage or destruction and shall be responsible to assure that the grade stakes have not been altered prior to actual construction. The Town shall replace grade stakes that have been removed, at no cost to the Contractor, if their removal was caused by reasons beyond reasonable care and protection by the Contractor. If it is determined by the Engineer that the Contractor did not provide reasonable protection, the cost of restaking will be deducted from any amounts due the Contractor in the performance of the work.

16.00 REMOVAL AND STORAGE OF MATERIALS AND STRUCTURES FOUND ON THE WORK

16.01 All salvable materials, including topsoil, gravel, fill materials, etc. and structures, including drainage pipes, catch basins and manhole frames and covers, guide railing, etc. that are not to remain in place or that are not designated for use in the work, shall be carefully removed by the Contractor and stored at such places as directed by the Engineer. All salvable materials removed and stored shall remain the property of the Town. The Engineer shall determine the materials or structures to be salvaged.

17.00 PROSECUTION AND PROGRESS

17.01 ADVANCE NOTICE: The Contractor shall give the Engineer a seven-day advance written notice of construction activities that will alter traffic patterns that result in lane shifts, detours, temporary closures of lane(s), permanent closure of lane(s), or lane reductions. This advance notification will allow the Town to publish news releases and/or provide public radio announcements to inform the public of revised traffic patterns or possible traffic delays. Failure of the Contractor to provide such timely notice shall be considered a breach of Contract and will subject the Contractor to stop work orders until such time as the seven-day notice has been satisfied.

17.02 ALLOWABLE HOURS OF OPERATION: Allowable hours of operation for all areas of the project except for the Route 2 ramps are Monday through Friday, 6:00 AM to 2:30 PM. Work on the Route 2 on and off ramps will be limited to Monday through Friday 9:00 AM to 2:30 PM. Work on weekends or during other time periods will not be permitted. No work will be allowed on designated Town Holidays unless permission is granted by the Town.

17.03 CONSTRUCTION PHASING: Roadway construction shall proceed in phases as described below. No work shall commence within the area designated for a subsequent phase of work until all paving operations have been completed within the active phase and pavement markings have been installed.

Phase 1 includes that section of Griswold Street between Main Street and the Bantle Road / Route 2 westbound off-ramp intersections (station 2+75 to 20+00). This phase includes two areas of full depth reconstruction, including station 4+50 to 6+25, and station 15+90 to 18+00.

Phase 2 includes that section of Griswold Street between the Bantle Road / Route 2 westbound off-ramp and the intersection of Harris Street and House Street (station 20+00 to 27+00). This phase includes one section of full depth reconstruction between station 20+00 and 23+75.

Phase 3 includes that section of Griswold Street between the intersections with House Street and Candlewood Road (station 30+00 to station 68+50).

17.04 SEQUENCE OF CONSTRUCTION OPERATIONS: Work shall be sequenced as follows:

1. Perform full depth reconstruction in the Phase 1 areas shown on the plans. Reset and convert catch basins, manholes, and other utility structures as required.
2. Restore full depth reconstruction areas to the base course of paving.
3. Mill remaining areas of the Phase 1 as shown on the plan.
4. Install binder course of pavement throughout limits of Phase 1.
5. Install temporary pavement markings throughout limits of Phase 1.
6. Perform full depth reconstruction in the Phase 2 areas shown on the plans. Reset and convert catch basins, manholes, and other utility structures as required.
7. Restore full depth reconstruction areas to the base course of paving.

8. Mill remaining areas of the Phase 2 as shown on the plan.
9. Install binder course of pavement throughout limits of Phase 2.
10. Install top course of pavement and permanent pavement markings throughout limits of Phases 1 and 2.
11. Mill the Phase 3 area as shown on the plan. Perform full depth construction in the Phase 3 area of Candlewood Road shown on the plans.
12. Install top course of pavement throughout limits of Phase 3.
13. Install permanent pavement markings throughout limits of Phase 3.

17.05

FULL DEPTH ROADWAY RECONSTRUCTION LIMITATIONS: During the allowable period, the Contractor shall excavate a reasonable length of existing roadway full width and install permanent processed aggregate base to the permanent locations and elevations as shown on the cross sections. The full width of the roadway shall be constructed during each allowable period. The Contractor shall provide the supporting processed aggregate base for the number of lanes and the prescribed widths as dictated in the DETAILED CONSTRUCTION SPECIFICATIONS Section 301 "Maintenance and Protection of Traffic".

All temporary connections to abutting driveways and existing roadways must be accomplished in a satisfactory manner prior to the end of the work day/night. Excavation and installation of processed aggregate base must be accomplished full width for the proposed roadway.

On the next to last day of the work week, the Contractor shall ensure that all processed aggregate base work has been completed from the previous three workdays and ready for the placement of the first course of bituminous concrete pavement.

On the last day of the workweek (usually considered to be Friday), the Contractor shall install a sufficient number of intermediate courses of bituminous concrete pavement for that length of roadway that was prepared during the past four workdays. The final course of pavement shall not be installed at this time. Temporary pavement markings shall be installed on the intermediate course of bituminous concrete pavement mentioned above in accordance with the DETAILED CONSTRUCTION SPECIFICATIONS Section 301 "Maintenance and Protection of Traffic".

When the installation of all the intermediate courses of bituminous concrete pavement is completed for an entire roadway, the Contractor shall install the final course of bituminous concrete pavement. Final pavement markings shall be installed on the final course of bituminous concrete pavement.

17.06

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

The Contractor shall temporarily provide a 4H:1V traversable slope of suitable material in those areas where a longitudinal dropdown exists. The cost of furnishing, installing and removing this material shall be included in the contract lump sum for "Maintenance and Protection of Traffic."

18.00 EXTRA WORK AND RETAINAGE

- 18.01 Extra and cost plus work shall be governed by Article 1.04.05 and Article 1.09.04 of the Form 816.
- 18.02 Retainage shall be governed by Article 1.09.06 of the Form 816, except that the retainage amount shall be equal to five (5) percent.

19.00 SUBMITTALS AND MATERIALS TESTING

- 19.01 The Contractor shall provide source and supply information, sieve analysis, and material samples for gravel subbase, process stone base, and other granular materials to the Town for review and approval. The Town shall retain a lab for testing of these materials as required and shall perform in place compaction testing at no expense to the Contractor.
- 19.02 Shop drawings / catalog cuts shall be provided by the Contractor for all pre-cast concrete structures, pipes and fittings, erosion control products, seed mixes, and other items to be supplied for review and approval by the Engineer as described in the specifications and the Form 816.
- 19.03 Mix designs for all bituminous and portland cement concrete materials shall be provided by the Contractor to the Engineer for review and approval.
- 19.04 Certified Materials Test Reports and Materials Certificates shall be provided for all products and materials to be provided under this contract as described in these specifications and the Form 816.

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002.0 PREPARATION OF SITE

002.1 General: The Contractor shall furnish all labor, materials, tools, and equipment necessary and shall do all work to prepare the site as indicated on the drawings and as herein specified.

002.2 Tree Removal: Removal of trees as indicated on the plans shall be performed by workman skilled in the area of tree removal under the supervision of a Connecticut Licensed Arborist. The Contractor shall mark all trees, shrubs, and plants to be removed in accordance with the plans and these specifications. The Engineer shall have 7 days to field review the markings and make any adjustments prior to the start of the clearing operation.

Trees and shrubs within the right-of-way or within any property owned by the Town of Glastonbury that are designated for removal must be posted as such by the Glastonbury Tree Warden (Mr. Greg Foran of the Parks and Recreation Department, 652-7686) for a period of 10 days prior to removal. **No trees or shrubs within the Town of Glastonbury right-of-way shall be cut or removed until such posting has been completed and subsequent approval given by the Tree Warden.**

In general, no trees, etc. in public streets and highways are to be cut or damaged in any way except as noted on the plans. Trees, bushes, and growing crops on other lands may be cut, removed, or trimmed only to the extent provided in the terms of the rights-of-way or access rights possessed by the Town, and also only within the limits and in the manner, if any, indicated by the Engineer or by the drawings or Special Conditions.

002.3 Tree Trimming: Trimming of trees by a Connecticut Licensed Arborist is included under this item as required for clearance of construction equipment below the tree canopy. When the canopy of a tree must be elevated for clearance above the proposed improvements, trimming shall be done around the entire circumference of the tree.

002.4 Tree Protection and Care of Property: The Contractor shall install high visibility construction fence at the drip line of the tree canopy as shown on the plans and as directed by the Engineer to protect existing trees that are not to be cut from damage during construction. The Engineer, at his sole discretion, may also direct the Contractor to enclose the trunks of trees adjacent to his work that are not to be cut with substantial wooden boxes of such height as may be necessary to protect them from injury from piled material, from equipment, from his operations, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees not to be cut, and particularly to overhanging branches and limbs.

Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable injury to branches, limbs, and trunks of trees, the cut or injured portions shall be neatly trimmed and covered with an application of grafting wax or tree-healing paint, as directed.

Cultivated hedges, shrubs, and plant that might be injured by the Contractor's operations shall be protected by suitable means or shall be dug up and temporarily replanted and maintained. After the construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of kind and quality at least equal to the kind and quality existing at the start of the work.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment, the treads of wheels that are so shaped as to cut or otherwise injure such surfaces.

- 002.5 Clearing: From areas to be cleared, the Contractor shall cut or otherwise remove all trees, saplings, brush, vines, and other vegetable matter such as snags, sawdust, bark, etc., and refuse. The area to be cleared shall be confined to the width shown on the plans or as stipulated in the Proposal. Vines, brush, and similar undergrowth shall be cut as close to the ground as practicable. Trees may be cut leaving a longer stump to facilitate their removal by power-operated equipment. No trees shall be cut or trimmed unless they are so indicated on the drawings.

Clearing shall also include removal and disposal of all items shown on the plans to be removed, or directed by the Engineer to be removed as part of the project, including, but not limited to, removal and disposal of existing concrete sidewalk, concrete steps, drainage structures, fences, and any and all other structures or materials not specifically listed in the Bid Proposal but required to be removed to accomplish the work.

All road signs, mail boxes, etc., shall be removed and reset as directed.

- 002.6 Grubbing: Grubbing shall consist of the complete removal of all tree stumps and roots larger than two inches in diameter to a minimum depth of 12-inches below the subgrade surface. All excavations made below the finished surface by the removal of trees, stumps, etc. shall be filled with suitable material and thoroughly compacted in such a manner that its surface will conform to the surrounding surface.

Stump grinding shall be used for stump removal where the potential for damage to adjacent improvements or underground utilities exists due to the excavation of stumps, or as directed by the Engineer. The requirements for grubbing noted above shall also apply to stump grinding operations.

- 002.7 Disposal: All materials removed during trimming, tree removal, and clearing and grubbing operations shall be disposed of by the Contractor in a manner satisfactory to the Engineer.

- 002.8 Payment: Except as provided otherwise in the Bid Proposal or Special Conditions, this work shall be paid for at the Contract Lump Sum Price for "Preparation of Site", which price shall include protection of existing trees and vegetation, tree removal and tree trimming under the supervision of a Connecticut Licensed Arborist, clearing and grubbing within the limits of the work, stump grinding, removal and disposal of trees, roots, stumps, brush, concrete steps, and other objects, leveling of areas to accommodate the work, and all labor, materials, tools, and equipment necessary thereto.

105.0 FINE MILLING OF HOT MIX ASPHALT (HMA) (0 TO 4 INCHES)

105.1 Description: This work shall consist of the milling, removal, and disposal of existing HMA pavement.

105.2 Materials: The existing HMA surface shall be disposed of offsite by the Contractor unless otherwise stated in the contract documents.

105.3 Construction Methods: The Contractor shall remove the HMA material using means acceptable to the Engineer. The pavement surface shall be removed to the line, grade, and existing or typical cross-section shown on the plans or directed by the Engineer.

The equipment for milling the pavement surface shall be designed and built for milling flexible pavements. It shall be self propelled with sufficient power, traction, and stability to maintain depth and slope and shall be capable of removing the existing HMA pavement.

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

The machine shall be able to provide a 0 to 4 inch deep cut in one pass. The rotary drum shall utilize carbide tip tools spaced not more than 5/16 inches apart. The forward speed of the milling machine shall be limited to no more than 45 feet/minute. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture. The Contractor may request to perform a test strip to demonstrate that the same surface tolerance can be attained at an increased forward speed. The test strip shall be a maximum length of 500 feet and shall have the same criteria for surface tolerance as noted in this specification. The final decision for implementing the increased forward speed will be at the discretion of the Engineer.

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

When milling smaller areas or areas where it is impractical to use the above described equipment, the use of a lesser equipped milling machine may be permitted when approved by the Engineer.

Protection shall be provided around existing catch basin inlets, manholes, utility valve boxes, and any similar structures. Any damage to such structures as a result of the milling operation is the Contractor's responsibility and shall be repaired at the Contractor's expense.

To prevent the infiltration of milled material into the storm drainage system, the Contractor shall take special care to prevent the milled material from falling into the inlet openings or inlet grates. Any milled material that has fallen into inlet openings or inlet grates shall be removed at the Contractor's expense.

Surface Tolerance: The milled surface shall provide a satisfactory riding surface with a uniform textured appearance. The milled surface shall be free from gouges, longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, improper use of equipment, or poor workmanship. The Contractor, under the direction of the inspector, shall perform random spot-checks with a Contractor supplied ten-foot straightedge to verify surface tolerances at a minimum of five locations per day. The variation of the top of two ridges from the testing edge of the straightedge, between any two ridge contact points, shall not exceed ¼ inch. The variation of the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed ¼ inch. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the Engineer.

The depth of removal will be verified by taking a measurement every 250 feet per each pass of the milling machine, or as directed by the Engineer. These depth measurements shall be used to monitor the average depth of removal.

Where a surface delamination between HMA layers or a surface delamination of HMA on Portland cement concrete causes a non-uniform texture to occur, the depth of milling shall be adjusted in small increments to a maximum of a +/- ½ inch to eliminate the condition.

When removing a HMA pavement entirely from an underlying Portland cement concrete pavement, all of the HMA pavement shall be removed leaving a uniform surface of Portland cement concrete, unless otherwise directed by the Engineer.

No vertical faces, transverse or longitudinal, shall be left exposed to traffic. If any vertical face is formed in an area exposed to traffic a temporary paved transition will be established according to the requirements shown on the plans. If the milling machine is used to form a temporary transition, the length of the temporary transition shall conform to, Section 112 Bituminous Concrete, "Transitions for Roadway Surface", the requirements shown on the plans, or as directed by the Engineer. At all permanent limits of removal, a clean vertical face shall be established by saw cutting prior to paving.

The milling operation shall proceed in accordance with the requirements of the "Maintenance and Protection of Traffic" and "Prosecution and Progress" specifications, or other contract requirements. The more stringent specification shall apply.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper. The sweeper shall be equipped with a water tank and be capable of removing the millings and loose debris from the surface. Other sweeping equipment may be provided in lieu of the sweeper where acceptable by the Engineer.

105.3 Method of Measurement: This work will be measured for payment by the number of square yards of area from which the milling of asphalt has been completed and the work accepted. No area deductions will be made for minor unmilled areas such as catch basin inlets, manholes, utility boxes and any similar structures.

105.4 Basis of Payment: This work will be paid for at the contract unit price per square yard for "Fine Milling (0 to 4 inches)." This price shall include all equipment, tools, labor, and materials incidental thereto.

No additional payments will be made for multiple passes with the milling machine to remove the bituminous surface.

No separate payments will be made for cleaning the pavement prior to paving; providing protection and doing handwork removal of bituminous concrete around catch basin inlets,

manholes, utility valve boxes and any similar structures; repairing surface defects as a result of the Contractors negligence; providing protection to underground utilities from the vibration of the milling operation; removal of any temporary milled transition; removal and disposal of millings; furnishing a sweeper and sweeping after milling. The costs for these items shall be included in the contract unit price.

106.0 EARTH EXCAVATION

106.1 General: This item shall conform to Section 2.02 ROADWAY EXCAVATION, FORMATION OF EMBANKMENT AND DISPOSAL OF SURPLUS MATERIAL, of the Form 816, modified as follows below:

106.2 Method of Measurement / Basis of Payment: Add the following:

Sawcutting, excavation, and disposal of existing concrete sidewalk slabs and concrete sidewalk ramps shall not be measured and paid for under this item. Rather, this work shall be included in the contract unit price for Concrete Sidewalks or Concrete Sidewalk Ramps as listed in the bid proposal, and as described in Section 213. EARTHWORK AND GRADING FOR SIDEWALK CONSTRUCTION.

All surplus earth materials shall be hauled off-site by the contractor and shall become property of the contractor. There shall be no separate payment for transportation or disposal of any surplus materials.

107.0 FORMATION OF SUBGRADE

107.1 General: This item shall conform to Section 2.09 SUBGRADE, of the Form 816.

108.0 SUBBASE

108.1 General: This item shall conform to Section 2.12 SUBBASE, of the Form 816, amended as follows:

108.2 Materials: The material for this item shall conform to the requirements of Article M.02.01-Granular Fill, except that reclaimed miscellaneous aggregate shall not be used.

109.0 PROCESSED STONE BASE

109.1 General: This item shall conform to Section 3.04 PROCESSED AGGREGATE BASE, of the Form 816, amended as follows:

109.2 Materials: The material for this item shall conform to the requirements of Article M.05.01, except that coarse aggregate shall be broken stone, and fine aggregate shall be stone sand, screenings, or a combination thereof. Reclaimed miscellaneous aggregate shall not be used.

109.3 Method of Measurement: Processed Stone Base will be measured horizontally in place after final grading and compaction. The thickness will be as indicated on the plans, or as ordered by the Engineer. Excess amounts of processed stone base installed beyond the limits shown on the typical cross section will not be measured for payment.

Measurements to determine the thickness will be made by the Engineer at intervals of 500 feet or less along lanes and shall be considered as representative of the lane. For purposes of these measurements, a shoulder will be considered a lane. If deficient thicknesses are found, the Engineer will make such additional measurements as he considers necessary to determine the longitudinal limits of the deficiency. Areas not within allowable tolerances shall be corrected, as ordered by the Engineer, without additional compensation to the Contractor.

109.4 Basis of Payment: This work will be paid at the contract unit price per cubic yard as listed in the Bid Proposal for "Processed Stone Base," which price shall include all materials, equipment, tools and labor incidental thereto.

Basis of payment for this item shall include fine grading prior to paving. No separate payment shall be provided for such work.

112.0 BITUMINOUS CONCRETE

112.1 Description: Where reference is made to bituminous concrete, it shall also refer to hot-mix asphalt (HMA) mixtures using the Marshall or Superpave mix-design method.

Work under this section shall consist of the production, delivery and placement of a non-segregated, smooth and dense bituminous concrete mixture brought to proper grade and cross section. This section shall also include the method and construction of longitudinal joints. The Contractor shall furnish Quality Control Plans for both plant production and placement of HMA mixtures.

The terms listed below as used in this specification are defined as:

Course: A lift or multiple lifts comprised of the same HMA mixture placed as part of the pavement structure.

Dispute Resolution: A procedure used to resolve conflicts resulting from discrepancies between the Engineer and the Contractor's density results that may affect payment.

Hot Mix Asphalt (HMA): A bituminous concrete mixture.

Disintegration: Wearing away or fragmentation of the pavement. Disintegration will be evident in the following forms: Polishing, weathering-oxidizing, scaling, spalling, raveling, potholes or loss of material.

Lift: A single HMA mixture placed at a defined thickness.

Marshall: A HMA mixture design designated as "Bituminous Concrete Class ()."

Superpave: A HMA mixture design designated as "HMA S*." Where "S" indicates Superpave and * indicates the sieve related to the nominal maximum aggregate size of the mix. For example Superpave 0.50 inch is now designated as HMA S0.5.

Segregation: A non-uniform distribution of a HMA mixture in terms of volumetrics, gradation or temperature.

Quality Assurance (QA): All those planned and systematic actions necessary to provide confidence that a product or facility will perform as designed.

Quality Control (QC): The sum total of activities performed by the vendor (producer, manufacturer, and contractor) to ensure that a product meets contract specification requirements.

112.2 Materials: All materials shall conform to the requirements of Section M.04 of the Form 816, (latest edition) as amended and available on the Connecticut Department of Transportation webs site.

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

2. *Recycle Option*: The Contractor has the option of recycling reclaimed asphalt pavement (RAP) or Crushed Recycled Container Glass (CRCG) in HMA mixtures in accordance with Section M.04. CRCG shall not be used in the final lift of the surface course.

112.3

Construction Methods:

1. Material Documentation: All vendors producing bituminous concrete must have their truck-weighing scales, storage scales, and mixing plant automated to provide a detailed ticket.

Delivery tickets must include the following information:

- a. State of Connecticut printed on ticket.
- b. Name of producer, identification of plant, and specific storage bin (silo) if used.
- c. Date and time of day.
- d. Mixture Designation (If RAP is used, the plant printouts shall include RAP dry weight, percentage and daily moisture content.) Class 3 mixtures for machine-placed curbing must state "curb mix only".
- e. Net weight of mixture loaded into truck (When RAP is used, RAP moisture shall be excluded from mixture net weight).
- f. Gross weight (Either equal to the net weight plus the tare weight or the loaded scale weight).
- g. Tare weight of truck – Daily scale weight.
- h. Project number, purchase order number, name of contractor (if contractor other than producer).
- i. Truck number for specific identification of truck.
- j. Individual aggregate, RAP, and virgin asphalt high/target/low weights shall be printed on batch plant tickets (For drum plants and silo loadings, the plant printouts shall be printed out at 5 minute intervals maintained by the vendor for a period of three years after the completion of the project).

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

The Contractor must notify the Engineer immediately if, during the production day, there is a malfunction of the weighing or recording system in the automated plant or truck-weighing scales. Manually written tickets containing all required information will be allowed for one hour, but for no longer, provided that each load is weighed on State-approved scales. At the Engineer's sole discretion, trucks may be approved to leave the plant if a State inspector is present to monitor weighing. If such a malfunction is not fixed within forty-eight hours, mixture will not be approved to leave the plant until the system is fixed to the Engineer's satisfaction. No damages will be considered should the State be unable to provide an inspector at the plant.

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

2. Transportation of Mixture: Trucks with loads of bituminous concrete being delivered to State projects must not exceed the statutory or permitted load limits referred to as gross vehicle weight (GVW). The Contractor shall furnish a list of all vehicles and allowable weights transporting mixture.

The State reserves the right to check the gross and tare weight of any delivery truck. A variation of 0.4 percent or less in the gross or tare weight shown on the delivery ticket and the certified scale weight shall be considered evidence that the weight shown on the delivery ticket is correct. If the gross or tare weight varies from that shown on the delivery ticket by more than 0.4 percent, the Engineer will recalculate the net weight. The Contractor shall take action to correct discrepancy to the satisfaction of the Engineer.

If a truck delivers mixture to the project and the ticket indicates that the truck is overweight, the load will not be rejected but a "Measured Weight Adjustment" will be taken in accordance with Section 112.4.

The mixture shall be transported from the mixing plant in trucks that have previously been cleaned of all foreign material and that have no gaps through which mixture might inadvertently escape. The use of kerosene, gasoline, fuel oil, or similar products for the coating of the inside of truck bodies is prohibited.

Truck body coating and cleaning agents must not have a deleterious effect on the transported mixture. When acceptable coating or agents are applied, truck bodies shall be raised immediately prior to loading to remove any excess agent in an environmentally acceptable manner. The Contractor shall take care in loading trucks uniformly so that segregation is minimized.

Loaded trucks shall be tightly covered with waterproof covers acceptable to the Engineer. Mesh covers are prohibited. The front and rear of the cover must be fastened to minimize air infiltration. The Contractor shall assure that all trucks are in conformance with this specification. Trucks found not to be in conformance shall not be allowed to be loaded until re-inspected to the satisfaction of the Engineer.

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

Refueling of equipment is prohibited in any location on the paving project where fuel might come in contact with bituminous concrete mixtures already placed or to be placed. Solvents for use in cleaning mechanical equipment or hand tools shall be stored clear of areas paved or to be paved. Before any such equipment and tools are cleaned, they shall be moved off the paved or to be paved area; and they shall not be returned for use until after they have been allowed to dry.

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

Rollers: All rollers shall be self-propelled and designed for compaction of bituminous concrete. Roller types shall include steel-wheeled, pneumatic or a combination thereof and may be capable of operating in a static or dynamic mode. Rollers that operate in a dynamic mode shall have drums that use a vibratory or oscillatory system or combination of. The vibratory system achieves compaction through vertical amplitude forces. Rollers with this system shall be equipped with indicators that provide the operator with amplitude, frequency and speed settings/readouts to measure the impacts per foot during the compaction process. The oscillatory system achieves compaction through horizontal shear

forces. Rollers with this system shall be equipped with frequency indicators. Rollers can operate in the dynamic mode using the oscillatory system on concrete structures such as bridges and catch basins if at the lowest frequency setting.

Pneumatic tire rollers shall be self-propelled and equipped with wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 pounds per square inch uniformly over the surface, adjusting ballast and tire inflation pressure as required. The Contractor shall furnish evidence regarding tire size; pressure and loading to confirm that the proper contact pressure is being developed and that the loading and contact pressure are uniform for all wheels.

4. Seasonal Requirements: Paving shall be divided into two seasons, In-Season and Extended Season; In-Season shall be from May 1 – September 30, and Extended Season shall be from October 1- April 30. In no case shall the final lift of HMA be placed during the extended season unless otherwise authorized or directed by the Engineer. No HMA mixes shall be placed when the air or base temperature is below 32°F. HMA for temporary pavement will be subject to the seasonal requirements unless otherwise authorized or directed by the Engineer.

Additional Requirements for Extended Season:

- The minimum mixture temperature for all HMA mixtures in the delivery truck prior to discharge into the paver or transfer vehicle hopper shall be 290°F. The temperature will be taken from the initial discharge of mixture from the truck. If found to be below the minimum requirement, the truck will not be allowed to unload remaining mixture.
- The Contractor shall use a minimum of 3 rollers with operators for paving lengths greater than 1000 feet. Two rollers must be capable of operating in the dynamic mode.
- The Contractor's Quality Control Plan shall include a section on Extended Season Paving and address paver speed, roller patterns and balancing mixture delivery and placement operations to meet specification requirements.

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

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

If a test section fails to meet specifications, the Contractor shall stop production, make necessary adjustments to the job mix formula, plant operations, or procedures for placement and compaction. The Contractor shall construct test sections, as allowed by the Engineer, until all the required specifications are met. All test sections shall also be subject to removal as set forth in Section 1.06.04 of the Form 816.

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

Permanent Transitions: A permanent transition is defined as any transition that remains as a permanent part of the work. All permanent transitions, leading and trailing ends shall meet the following length requirements:

- a) Roadways greater than 35 MPH = 30 feet per inch of vertical change (thickness)

- b) Roadways 35 MPH or less = 15 feet per inch of vertical change (thickness).
- c) Bridge Overpass and underpass transition length will be 75 feet either
 - (1) Before and after the bridge expansion joint, or
 - (2) Before or after the parapet face of the overpass.

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

Temporary Transitions: A temporary transition is defined as a transition that does not remain a permanent part of the work. All temporary transitions shall meet the following length requirements:

- a) Roadways greater than 35 MPH
 - (1) Leading Transitions = 15 feet per inch of vertical change (thickness)
 - (2) Trailing Transitions = 6 feet per inch of vertical change (thickness)
- b) Roadways 35 MPH or less
 - (1) Leading and Trailing = 4 feet per inch of vertical change (thickness)

Note: Any temporary transition to be in-place over the winter shutdown period, holidays, or during extended periods of inactivity (more than 7 calendar days) shall conform to the "Permanent Transition" requirements shown above.

7. Spreading and Finishing of Mixture: Prior to the placement of the bituminous concrete, the underlying base course shall be brought to the plan grade and cross section within the allowable tolerance. Immediately before placing the mixture, the area to be surfaced shall be cleaned by sweeping or by other means acceptable to the Engineer. The HMA mixture shall not be placed whenever the surface is wet or frozen. The temperature of the mix at time of placement must be between 265°F and 325°F. The Engineer will verify the mix temperature by means of a probe or infrared type of thermometer. Rejection of mixture based on temperature will only be allowed if verified by means of a probe type thermometer.

Placement: The HMA mixture shall be placed and compacted to provide a smooth, dense surface with a uniform texture and no segregation at the designed thickness and dimensions indicated in the plans and specifications. The maximum paver speed during placement shall not exceed 40 ft/min unless authorized by the Engineer.

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

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

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

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

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

a) Thickness- Where the total thickness of the lift of mixture exceeds that shown on the plans beyond the tolerances shown in Table 2, the longitudinal limits of such variation including locations and intervals of the measurements will be documented by the Engineer for use in calculating a HMA adjustment.

TABLE 2 - Thickness Tolerances

Mixture Designation	Lift Tolerance
Class 4 and HMA S1	+/- 3/8 inch
Class 1, 2 and 12 and HMA S0.25, S0.375, S0.5	+/- 1/4 inch

Where the thickness of the lift of mixture is less than that shown on the plans beyond the tolerances shown in Table 2, the Contractor, with the approval of the Engineer, shall take corrective action in accordance with this specification.

b) Area- Where the width of the lift exceeds that shown on the plans by more than the designed thickness of each lift, the longitudinal limits of such variation including locations and intervals of the measurements will be documented by the Engineer for use in calculating a HMA adjustment.

c) Delivered Weight of Mixture - When the delivery ticket shows that the truck exceeds the allowable gross weight for the vehicle type the quantity of tons representing the over weight will be documented by the Engineer for use in calculating a HMA adjustment.

Transverse Joints: All transverse joints shall be formed by saw-cutting a sufficient distance back from the previous run, existing bituminous concrete pavement or bituminous concrete driveways to expose the full thickness of the lift. A brush of tack coat shall be used on any cold joint immediately prior to additional bituminous concrete mixture being placed.

Tack Coat Application: A thin uniform coating of tack coat shall be applied to the pavement immediately before overlaying and be allowed sufficient time to break (set). All surfaces in contact with the HMA that have been in place longer than 3 calendar days shall have an application of tack coat. The tack coat shall be applied by a non-gravity pressurized spray system that results in uniform overlapping coverage at a target application rate of 0.07 + 0.02 gallons per square yard for a non-milled surface and a target application rate of 0.12 + 0.02 gallons per square yard for a milled surface. For areas where both milled and un-milled surfaces occur, the tack coat shall be a target application rate of 0.07 + 0.02 gallons per square yard. The Engineer must approve the equipment and the method of measurement prior to use. The material for tack coat shall not be heated in excess of 160°F and shall not be further diluted.

Compaction: The Contractor shall compact the mixture to meet the density requirements as stated in Section 4.06.03-11 and eliminate all roller marks without displacement, shoving, cracking, or aggregate breakage.

The Contractor shall only operate rollers in the dynamic mode using the oscillatory system at the lowest frequency setting on concrete structures such as bridges and catch basins. The use of the vibratory system on concrete structures is prohibited.

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

If the Engineer determines that the use of compaction equipment in the dynamic vibratory mode may damage highway components, utilities, or adjacent property, the Contractor shall provide alternate compaction equipment. The Engineer may allow the Contractor to operate rollers in the dynamic mode using the oscillatory system at the lowest frequency setting.

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

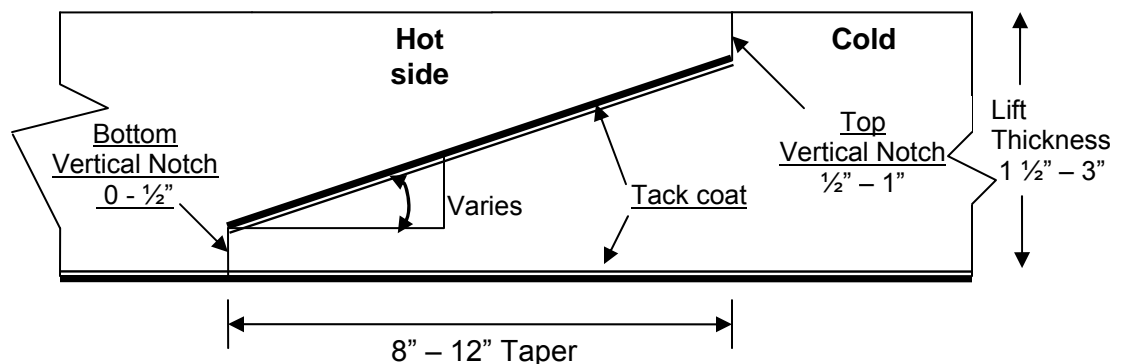
Surface Requirements: The pavement surface of any lift shall meet the following requirements for smoothness and uniformity. Any irregularity of the surface exceeding these requirements shall be corrected by the Contractor.

a) **Smoothness-** Each lift of the surface course shall not vary more than ¼ inch from a Contractor-supplied 10 foot straightedge. For all other lifts of HMA, the tolerance shall be 3/8 inch. Such tolerance will apply to all paved areas.

b) **Uniformity-** The paved surface shall not exhibit segregation, rutting, cracking, disintegration, flushing or vary in composition as determined by the Engineer.

8. HMA Longitudinal Joint Construction Methods: Unless noted on the plans or the contract documents or directed by the Engineer, the Contractor shall use Method I- Notched Wedge when constructing longitudinal joints where lift thicknesses are between 1½ and 3 inches. Method II shall be used for lifts less than 1½ inches or greater than 3 inches. During placement of multiple lifts of HMA, the longitudinal joint shall be constructed in such a manner that it is located at least 6 inches from the joint in the lift immediately below. The joint in the final lift shall be at the centerline or at lane lines.

Method I - Notched Wedge Joint:



A notched wedge joint shall be constructed, as shown in the figure using a device attached to the paver screed that is capable of producing a uniform slope.

The taper portion of the joint must be placed over the longitudinal joint in the lift immediately below. The top vertical notch must be located at the centerline or lane line in the final lift. The requirement for paving full width "curb to curb" as described in Method II will be waived in those areas where the notched wedge joint is utilized.

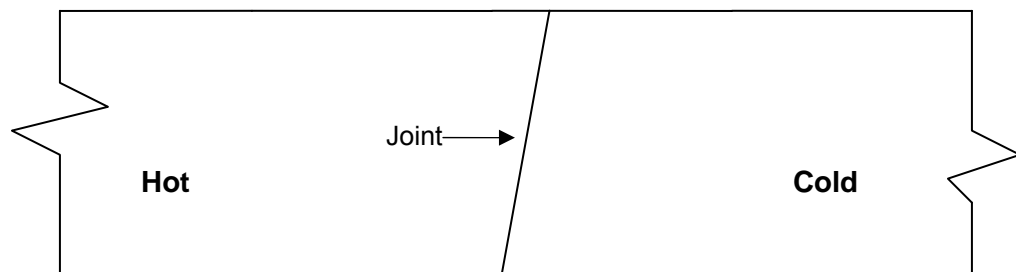
The taper portion of the wedge joint shall be compacted and not be exposed to traffic for more than 5 calendar days.

The existing pavement surface under the wedge joint must have an application of tack coat material. Prior to placing completing pass (hot side), an application of tack coat must be applied to the tapered section.

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

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

Method II - Butt Joint:



When adjoining HMA passes are placed, the Contractor shall utilize equipment that creates a near vertical edge (refer to figure). The completing pass (hot side) shall have sufficient mixture so that the compacted thickness is not less than the previous pass (cold side). The end gate on the paver should be set so there is an overlap onto the cold side of the joint.

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

Method III- Butt Joint with Hot Poured Rubberized Asphalt Treatment: When required by the contract or allowed by the Engineer, Method III may be used.

All of the requirements of Method II must be met with Method III. In addition, the longitudinal vertical edge must be treated with a hot poured rubberized asphalt material prior to placing a completing pass. The rubberized asphalt material shall be applied in accordance with the manufacturer's recommendation so as to provide a uniform coverage and avoid excess bleeding onto the newly placed pavement.

9. Contractor Quality Control (QC) Requirements for HMA Placement: A Quality Control Plan (QCP) shall be required for any project that has a total of 2500 tons or more of HMA.

Quality Control is defined as all those planned and specified actions or operations necessary to produce bituminous concrete that will meet contract specification requirements. The Contractor shall be responsible for quality control throughout the production and placement operations. Therefore, the Contractor must ensure that the materials, mixture and work provided by Subcontractors, Suppliers and Producers also meet contract specification requirements.

Quality Control Plan: Prior to placement and production, the Contractor shall submit a QCP to the Engineer for approval. The QCP shall include separate sections for HMA Plant Production and for HMA Placement which shall describe the organization and procedures which the Contractor shall use to administer quality control. The QCP shall include the procedures used to control the HMA production and placement process, to determine when immediate changes to the processes are needed, and to implement the required changes. The QCP must address the actions, inspection, sampling and testing necessary to keep the production and placement operations in control, to determine when an operation has gone out of control and to respond to correct the situation and bring it back into control.

The QCP shall also include the name and qualifications of a Quality Control Manager. The Quality Control Manager shall be responsible for the administration of the QCP, including compliance with the plan and any plan modifications. The Quality Control Manager shall be directly responsible to the Contractor and shall have the authority to make decisions where the quality of the work or product is concerned. All sampling, inspection and test reports shall be reviewed and signed by the Quality Control Manager prior to submittal to the Engineer. Approval of the QCP will be based on the inclusion of all of the required information. Approval of the QCP does not imply any warranty by the Engineer that adherence to the plan will result in production of HMA that complies with these specifications. It shall remain the responsibility of the Contractor to demonstrate such compliance. The Contractor may propose in writing a supplement to the QCP as work progresses and must propose a supplement whenever there are changes in production or placement of HMA or to quality control procedures or personnel. HMA production and placement may be suspended by the Engineer until the revisions to the QCP have been put into effect.

The Quality Control Plan shall also include the name and qualifications of any outside testing laboratory performing any QC functions on behalf of the Contractor.

Quality Control Inspection, Sampling and Testing: The Contractor shall perform all quality control sampling and testing, provide inspection, and exercise management control to ensure that HMA production and placement conforms to the requirements as outlined in its QCP during all phases of the work.

a) Control Charts: The Contractor shall develop and maintain control charts and shall be distributed as directed by the Engineer. The control charts shall identify the project, test number, test parameter, applicable upper and lower specification limits, and test data. The control charts shall be used as part of the quality control system to document variability of the HMA production and placement process. The control charts shall be kept current. The control charts shall be updated each day of HMA production, and up-to-date copies shall be distributed prior to the beginning of the next day's production of HMA.

b) Records of Inspection and Testing: For each day of HMA production and placement, the Contractor shall document all test results and inspections on forms approved by the Engineer. The document shall be certified by the Quality Control Manager or his representative that the information in the document is accurate, and that all work complies with the requirements of the contract.

The Contractor shall submit sampling, testing and inspection documents to the Engineer within 24 hours or by noon of the next day's HMA production. If the document is incomplete or in error, a copy of the document will be returned to the Contractor with the deficiencies noted by the Engineer. The Contractor shall correct the deficiencies and return the updated document to the Engineer by the start of the following working day. When errors or omissions in the sampling, inspection or testing documents repeatedly occur, the Contractor shall correct the procedures by which the documents are produced.

If control charts, sampling, testing and inspection documents are not distributed or provided as required within the time specified the Engineer may require work to be suspended until the missing documents have been provided.

Additional requirements for HMA plant production are defined in Section M.04 of the Form 816, as amended.

10. Core Correlation Procedure for Density Testing of HMA: Core correlation is required for all limited access highways and any other roadways in which 10,000 tons or more HMA mixture is placed.

This procedure describes the frequency and the method the Contractor shall use to obtain pavement cores from the project. Coring shall be performed the first time a HMA lift requiring density testing is placed. Prior to receiving core results, the HMA density acceptance will be determined using a nuclear density gauge correlated to the standard block located at the Department's Material Testing Laboratory. The gauge will be correlated to the core results once they are known.

The Contractor shall provide a minimum of one set of cores (5 cores per set) for each lift that will be tested for density. The Contractor may be required to provide additional sets of cores under the following conditions:

- a) A change in source of component aggregates.
- b) Any change in the average Gmm greater than 0.030 as indicated in the plant test results representing cored mixture.
- c) Change in materials supplied in Section 4.06.02-1.

The Contractor shall extract 5 cores (6 inch diameter-wet sawed) from sampling locations determined by the Engineer. The Engineer will witness the extraction and labeling of cores. The cores shall be labeled by the Contractor with number, location, date and delivered in a safe manner to ensure no damage occurs (i.e., core 1M for first mat core; core 1J for first joint core, etc) to Department personnel as directed by the Engineer. The cores will be tested by the Engineer in accordance with AASHTO T 331(M).

Any cores that are damaged or obviously defective while being obtained will be replaced with new cores from a location within a 2 foot radius.

Core holes shall be filled immediately upon core extraction by removing any free water, applying tack coat to the cut surface, filling with same HMA mixture, and compacting with hand compactor or other mechanical means to the maximum compaction possible. The field mixture shall be compacted to 1/8 inch above the finished pavement prior to opening the roadway to traffic.

11. Acceptance Inspection, Sampling and Testing: Inspection, sampling, and testing to be used by the Engineer shall be performed at the minimum frequency specified in Section M.04 and stated herein.

Sampling for acceptance shall be established using a statistically based procedure of random sampling approved by the Engineer.

HMA Plant Material Acceptance: The Contractor shall provide the required acceptance sampling, testing and inspection during all phases of the work in accordance with Section M.04.

HMA Density Acceptance: All acceptance testing will be performed by the Engineer for the completed pavement course on roadways and bridges in accordance with the Department's density testing procedures. Each lift designed to a compacted lift of 1½ inches or more shall have the HMA pavement including the longitudinal joints compacted to 94.5 +/- 2.5 percent of the maximum theoretical gravity. Bituminous Concrete Class 4 and HMA S1 are excluded from the longitudinal joint density requirements.

12. Density Dispute Resolution Process: The Contractor and Engineer will work in partnership to avoid potential conflicts and to resolve any differences that may arise during quality control or acceptance testing for density. Both parties will review their sampling and testing procedures and results and share their findings. If the Contractor disputes the Engineer's test results, the Contractor must submit in writing a request to initiate the Dispute Resolution Process within 10 calendar days of the placement of the mixture. No request for dispute resolution will be allowed unless the Contractor provides quality control results supporting its position. Should the dispute not be resolved through evaluation of existing testing data or procedures, the Engineer may authorize the Contractor to obtain representative core samples of the pavement. The core samples must be extracted no later than 30 calendar days from the date of Engineer's authorization. Core samples shall be located using the stratified random sampling procedure in accordance with ASTM D 3665 as determined by the Engineer. Core samples shall be extracted and filled using the procedure outlined in the Core Correlation Procedure. The densities from the 5 representative cores will be averaged for determining the final HMA density acceptance including any payment adjustments, in accordance with Section 112.4-2 that may apply.

13. Corrective Work Procedures: Any portion of the completed pavement that does not meet the requirements of the specification shall be corrected at the expense of the Contractor. Any corrective courses placed as the final wearing surface shall not be less than 1½ inches in thickness after compaction.

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

- a) Propose a corrective procedure to the Engineer for review and approval prior to any corrective work commencing. The proposal shall include:
 - Limits of pavement to be replaced or corrected, indicating stationing or other landmarks that are readily distinguishable.
 - Proposed work schedule.
 - Construction method and sequence of operations.
 - Methods of maintenance and protection of traffic.
 - Material sources.
 - Names and telephone numbers of supervising personnel.
- b) Perform all corrective work in accordance with the Contract and the approved corrective procedure.

14. Protection of the Work: The Contractor shall protect all sections of the newly finished pavement from damage that may occur as a result of the Contractor's operations for the duration of the Project. Prior to the Engineer's authorization to open the pavement to traffic, the Contractor is responsible to protect the pavement from damage.

15. Joints and Cracks in Bituminous Concrete Pavement: Work under this section shall consist of constructing new joints or repairing existing joints and cracks.

Equipment: All equipment necessary for the work shall meet the following requirements:

- a) Kettle: The unit shall be a combination melter and pressurized applicator of a double-boiler type with space between the inner and outer shells filled with oil or other material not having a flash point of less than 600°F. The kettle shall include a temperature control indicator and mechanical agitator. The kettle shall be capable of maintaining the material at a temperature within 15°F of the manufacturer's recommended temperature.
- b) Compressor: The compressor shall have a sufficient capacity and length of hose to enable a continuous sealing operation.
- c) Saw: The saw shall be capable of providing a straight cut of uniform depth and width.

Joint Seal Material: Material that is heated or cooled beyond the manufacturer's recommended temperature range shall be discarded.

Sawing and Sealing Joints in Bituminous Concrete Pavement: Work under this item shall consist of making a straight-line saw cut transversely across the final lift of HMA pavement directly over the new and existing Portland Cement concrete (PCC) transverse joints. The sawing and sealing of joints shall be completed for HMA pavements with a total depth of 3 inches or greater. The saw cut shall be immediately cleaned and sealed with a joint seal material. The sawing and sealing shall commence within one week of the completion of the final lift of pavement and be a continuous operation until all joints have been completed.

Prior to the paving operation, the Contractor shall establish sufficient controls to locate each transverse joint. This work shall include setting markers at each joint to reference its location and alignment, and having each of these markers tied and referenced. A written procedure for this work shall be submitted to the Engineer for review prior to commencement of such work.

The saw cut will be made by using diamond saw blades with a gang blade arrangement in order to achieve the joint detail as shown on the plans. The saw cut will be in a straight line across the pavement directly over the joint. Transverse joints shall extend to a point 2 feet beyond the underlying PCC pavement. The sawed joints shall be cleaned with compressed air to the satisfaction of the Engineer.

Immediately following the cleaning, the joint seal material shall be installed. When cooled, the top of the sealant material shall be recessed a minimum of 1/16 inch but not greater than 1/8 inch below the adjacent pavement surface. The roadway shall not be opened to traffic until the material has become tack free. Any depression in the sealer greater than 1/8 inch shall be brought up to the specified limit by further addition of joint seal material. Care shall be taken during the sealing operation to ensure that overfilling and spilling of material is avoided.

Any reflective cracking attributable to improper joint referencing or construction shall be repaired at the expense of the Contractor, in a manner approved by the Engineer for a period of one year from the date of completion of any sawed and sealed portion of final pavement.

Cleaning and Sealing Joints and Cracks in Pavement: Work under this item shall consist of cleaning existing joints and cracks of all dirt, dust, loose joint material, and all deleterious matter with compressed air as directed by and to the satisfaction of the Engineer. After a sufficient number of joints and cracks have been cleaned so as to ensure a continuous operation, all joints and cracks shall be sealed with joint seal material.

Cutting and Sealing Joints in the Bituminous Concrete Shoulder: When PCC pavement is the final wearing surface a longitudinal saw cut at the interface of the bituminous concrete shoulder and PCC pavement shall be made. The saw cut shall be made in the bituminous

concrete shoulder to expose the abutting edge of the PCC pavement. The size of the saw cut shall be ½ inch wide by 1½ inches deep.

Kerf Cut in Bituminous Concrete Pavement: If the final lift of pavement will not be completed prior to winter shutdown, each exposed course shall have a ¼ inch by ¼ inch kerf cut above the new and existing transverse joints. The kerf shall be cut with a saw or abrasive wheel approved by the Engineer. The kerf cut shall not be sealed.

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

112.4

Method of Measurement:

1. Bituminous Concrete Class () or HMA S* : The quantity of bituminous concrete measured for payment will be determined by the documented net weight in tons accepted by the Engineer in accordance with this specification and Section M.04 of the Form 816, as amended.

2. HMA Adjustments: Adjustments may be applied to bituminous concrete quantities and will be measured for payment using the following formulas:

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

Actual Area = [(Measured Length (ft)) x (Avg. of width measurements (ft))]

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

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

Tons Adjusted for Area (TA) = [(L x Wadj)/9] x (t) x 0.0575 Tons/SY/inch = (-) Tons

Where: L = Length (ft)

(t) = Actual thickness (inches)

Wadj = (Designed width (ft) + tolerance /12) - Measured Width)

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

Tons Adjusted for Thickness (TT) = A x tadj x 0.0575 = (-) Tons

Where: A = Area = {[L x (Designed width + tolerance (lift thickness)/12)] / 9}

tadj = Adjusted thickness = [(Dt + tolerance) - Actual thickness]

Dt = Designed thickness (inches)

c) Weight: If the quantity of bituminous concrete representing the mixture delivered to the project is in excess of the allowable gross vehicle weight (GVW) for each vehicle, an adjustment will be made using the following formula:

Tons Adjusted for Weight (TW) = GVW – DGW= (-) Tons

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

d) Mixture Adjustment: If the quantity of bituminous concrete representing the produced mixture exceeds one or more of the production tolerances for Marshall (Table 3) or Superpave mix designs (Table 3A & 3B) , an adjustment will be made using the following formulas. The Department's Division of Material Testing will calculate the daily adjustment values for TMD and TSD.

(1) Marshall Design- The tolerances shown in Table 3 for gradation and binder content will be used to determine whether a mixture adjustment will apply. If the mixture does not meet the requirements of Section M.04 of the Form 816, an adjustment will be computed using the following formula:

$$\text{Tons Adjusted for Marshall Design (TMD)} = M \times 0.10$$

Where: M= Tons of bituminous concrete mixture exceeding tolerances in Table 3

**TABLE 3
TOLERANCES FOR CONSECUTIVE TESTS (MARSHALL)**

Classes	Criteria	% Tolerances (+/-)
-	Binder	0.4
1, 2, 4, 5, 5A & 5B	#200	2.0
1, 2, 4	#50	4
1, 2, 5, 5A & 5B	#30	5
1, 2, 4, 5, 5A & 5B	#8	6
1, 2, 4, 5, 5A & 5B	#4	7
1, 2, 4, 5, 5A & 5B	³ / ₈ & ¹ / ₂ inch	8

(2) Superpave Design- The adjustment values in Table 3A & 3B shall be calculated for each sub lot based on the Air Void and Liquid Binder Content test results for that sub lot. The total adjustment for each day's production (lot) will be computed using tables and the following formulas:

$$\text{Tons Adjusted for Superpave Design (TSD)} = (AVa + APb) \times \text{Tons}$$

$$\text{Adjustment for Air Void} = AVa = [(Va1 + Va2 + Vai + \dots + Van)] / n$$

Where: Va = Total air void adjustment value for the lot
 Vai = Adjustment value from Table 3A resulting from each sub lot
 n = number of air void tests in a production lot

**TABLE 3A
ADJUSTMENT VALUES FOR AIR VOIDS (SUPERPAVE)**

Adjustment Value (AVa) (%)	HMA S0.25, S0.375, S0.5, S1 Air Voids (Va)
+2.5	3.5 - 4.5
0.0	3.0 - 3.4 or 4.6 - 5.0
- 5.0	2.7 - 2.9 or 5.1 - 5.3
- 10.0	2.3 - 2.6 or 5.4 - 5.7
-20.0	≤ 2.2 or ≥ 5.8

$$\text{Adjustment for Liquid Binder} = APb = [(APb1 + APb2 + APbi + \dots + APbn)] / n$$

Where: APb = Total liquid binder adjustment value for the lot
 APbi = Adjustment value from Table 3B resulting from each sub lot
 n = number of binder tests in a production lot

**TABLE 3B
ADJUSTMENT VALUES FOR LIQUID BINDER (SUPERPAVE)**

Adjustment Value(APb) (%)	HMA S0.25, S0.375, S0.5, S1 Pb (refer to Table M.04.03-5)
0.0	Equal to or above the min. liquid content
- 10.0	Below the min. liquid content

e) Density Adjustment: The quantity of bituminous concrete measured for payment for a designed compacted lift of pavement 1½ inches or greater may be adjusted for density. Separate density adjustments will be made for each lot and will not be combined to establish one density adjustment.

$$\text{Tons Adjusted for Density (TD)} = \{[PAM \times .40] + [PAJ \times .60]\} \times \text{Tons accepted}$$

Where:

TD = Total tons adjusted for density for each lot
 PAM = Mat density percent adjustment from Table 4
 PAJ = Joint density percent adjustment from Table 4

**TABLE 4
Adjustment values for pavement density**

Average % Density	% Adjustment for non-bridge lots	% Adjustment for bridge lots
97.1 – 100	-2.5	- 2.5
94.5 – 97.0	+2.5	+2.5
92.0 – 94.4	0.0	0.0
91.0 – 91.9	-2.5	- 10.0
89.1 – 90.9	-15.0	- 30.0
87.0 – 89.0	-30.0	- 50 or Remove and Replace
86.9 or less	Remove and Replace	Remove and Replace

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

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

4. Cut Bituminous Concrete Pavement: The quantity of bituminous concrete pavement cut will be measured in accordance with Article 2.02.04 of the Form 816.

5. Sawing and Sealing Joints: The quantity of sawed and sealed joints measured for payment will be the actual number of linear feet of joints sawed and sealed in the bituminous concrete pavement surface approved by the Engineer.

6. Kerf Cut in Bituminous Concrete Pavement: The quantity of kerf cuts measured for payment will be the actual number of linear feet of kerf cuts in the bituminous concrete pavement surface approved by the Engineer.

7. Cleaning and Sealing Joints and Cracks: The quantity of cleaned and sealed joints and cracks measured for payment will be the actual number of pounds of joint seal material accepted by the Engineer. Weights as marked on the shipping containers shall be used; or if directed by the Engineer, scales shall be furnished by and at the expense of the Contractor, and the joint seal material weighed in a manner satisfactory to the Engineer.

8. Material for Tack Coat: The quantity of tack coat will be measured for payment by the number of gallons furnished and applied on the Project and approved by the Engineer.

a. Container Method- Material furnished in a container will be measured to the nearest ½ gallon. The volume will be determined by either measuring the volume in the original container by a method approved by the Engineer or using a separate graduated container capable of measuring the volume to the nearest ½ gallon. The container in which the material is furnished must include the description of material, including lot number or batch number and manufacturer or product source.

b. Truck Method- The Engineer will establish a weight per gallon of the bituminous material based on the specific gravity at 60°F for the material furnished. The number of gallons furnished will be determined by weighing the material on scales furnished by and at the expense of the Contractor.

112.5

Basis of Payment:

1. Bituminous Concrete Class (), HMA S*: The furnishing and placing of bituminous concrete will be paid for at the Contract unit price per ton for "Bituminous Concrete, Class ()" or "HMA S* ()."

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

- All costs associated with constructing the notched wedge joint are included in the general cost of the work.

- All costs associated with obtaining cores for core correlation and dispute resolution are included in the general cost of the work.

2. HMA Adjustment Cost: The "HMA Adjustment Cost" will be calculated using the formula shown below if all of the measured adjustments in Section 112.4 do not equal a value of zero. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.

Formula: $[TT + TA + TW + (TMD \text{ or } TSD) + TD] \times \text{Unit Price} = \text{Est.}$

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

TT = Total tons of each adjustment calculated in Section 112.4

Est. = Pay Unit represented in dollars representing HMA incentive or disincentive.

The estimated cost figure if included in the bid proposal or estimate is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be

disregarded and the original cost figure will be used to determine the amount of the bid for the Contract.

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

4. The cutting of bituminous concrete pavement will be paid in accordance with Article 2.02.05 of the Form 816.

5. The sawing and sealing of joints will be paid for at the Contract unit price per linear foot for "Sawing and Sealing Joints".

6. Kerf cuts will be paid for at the Contract unit price per linear foot for "Kerf Cut in Bituminous Concrete Pavement".

7. The cleaning and sealing of joints and cracks will be paid for at the Contract unit price per pound for "Cleaning and Sealing Joints and Cracks".

8. Material for tack coat will be paid for at the Contract unit price per gallon for "Material for Tack Coat".

115.0 ASPHALT ADJUSTMENT COST

The Asphalt Price is available on the Department of Transportation web site at:

<http://www.ct.gov/dot/asphaltadjustment>

The asphalt adjustment cost will be based on the variance in price for the performance-graded binder component of hot mix asphalt (HMA) mixtures completed and accepted in the contract.

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

- a) The HMA mixture in which the adjustment is being applied is listed as a contract item with a pay unit of tons or metric tons.
- b) The total quantity for all HMA mixtures in a contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or more.
- c) The difference between the posted Asphalt Base Price and Asphalt Period Price varies by more than \$5.00.

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

The selling price furnished from the Asphalt Weekly Monitor ® is based on a standard ton (US\$/ST). The metric ton price is determined by applying a factor of 1.1023 (US\$/ST x 1.1023 = US\$/mton). Example: \$150.00/ton x 1.1023 = \$165.34/mton

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

-HMA: The quantity (tons or metric tons) of accepted HMA mixture measured and accepted for payment.

-Asphalt Base Price: The asphalt price that is posted on the ConnDOT website 28 days before the actual bid opening posted.

-Asphalt Period Price: The asphalt price that is posted on the ConnDOT website for the period in which the HMA mixture is placed.

-Performance-Graded Binder percentage (PG%) for HMA mixes:

PG% = 4.5

- For Superpave 37.5mm (1.5 inch), Superpave 25.0mm (1.0 inch), HMA S1, and Class 4

PG % = 5.0

- For Superpave 12.5mm (0.50 inch), HMA S0.5 and Class 1.

PG % = 6.0

- For Superpave 0.375 inch (9.5mm), HMA S0.375, Superpave 6.25mm (0.25 inch), HMA S0.25, Superpave 4.75mm (#4) and Class 2.

The adjustment shall not be considered as a changed condition in the contract because of this provision and because the Contractors are being notified before submission of bids.

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

The sum of money shown on the estimate, and in the itemized proposal as "Estimated Cost", for this item will be considered the bid price although payment will be made as described above. The estimated cost figure is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be disregarded and the original cost figure will be used to determine the amount of the bid for the Contract.

120.0 BITUMINOUS CONCRETE LIP CURBING

120.1 General: This item shall conform to Section 8.15 BITUMINOUS CONCRETE LIP CURBING, of the Form 816.

130.0 RESET STONE CURBING

130.1 General: This item shall conform to Section 8.14 RESET STONE CURBING, of the Form 816.

140.0 PARTIAL DEPTH PAVEMENT PATCH

140.1 General: The Contractor shall furnish all labor, materials, tools, and equipment necessary and shall construct partial depth pavement patches in areas as directed by the Engineer to replace pavement deteriorated sections of pavement base course after milling operations have been completed.

Prior to excavation in paved areas, the Contractor shall cut the surface of the existing pavement with a pneumatic cutter or its equal. The pavement shall be cut in as straight a line as possible on both sides of the proposed trench for the entire length of the job.

140.2 Construction Methods:

The following procedure shall be followed when making a partial depth pavement patch:

- a. The existing pavement base course shall be saw cut and removed.
- b. The patch area shall be fine graded and compacted with additional processed stone applied to the surface.
- c. The area immediately adjacent to the edges of the trench must be swept clean so that no loose sand, temporary patch, or other debris remains, and the exposed edges of the pavement cuts coated with a tack coat approved by the Engineer.
- d. Bituminous base course consisting of Superpave 0.5-inch shall be placed and compacted to match the depth of the remaining pavement base courses. The bituminous base course may be installed in equal lifts of up to three-inches (3") thick unless the method of compaction proposed can achieve compaction to the desired density in one lift, which shall be determined by the Engineer.

All depth measurements shall be considered to be compacted depths. Bituminous material shall be compacted to 90% density.

The Contractor shall remove and acceptably dispose of all excavated material before proceeding with the remainder of the work.

140.3 Measurement and Payment: Partial Depth Pavement Patch will be measured and paid by the square yard complete in place to the depth as indicated within these specifications or as directed by the Engineer. This item shall include removal of pavement, excavation, fine grading, process stone, bituminous concrete, saw cutting, compaction, and all other labor, equipment, and materials incidental thereto.

201.0 CONCRETE SIDEWALKS

201.1 General: The Contractor is to construct sidewalks to lines and grades as shown on the drawings or at locations as directed by the Engineer. The sidewalks shall be of monolithic construction and five inches thick, except at industrial and commercial driveways where it shall be eight inches thick and reinforced with 6" x 6" 10/10 steel mesh. Sidewalk construction shall include the removal of existing and construction of new house lateral walks where new sidewalk grades make it necessary. At street corners where the intersection is rounded with a radius of less than 25 feet to the curb, the sidewalk slabs will be a minimum of five feet in length and constructed of five-inch thick concrete. The sidewalk shall pitch to the street at a slope of 1/4-inch per foot or as directed by the Engineer.

Concrete sidewalk pedestrian ramps are to be constructed to the lines and grades shown on the plans at locations directed by the Engineer, and shall be a minimum of five inches thick. This work shall also include furnishing and installing Detectable Warning Strips in the locations and to the dimensions and details shown on the plans or as ordered by the Engineer.

201.2 Forms: The forms used shall be five-inch steel or 2" x 6" wood firmly supported and staked to the line and grade given by the Engineer. The forms shall be free from warp and shall be of sufficient strength to resist springing out of shape. All forms shall be cleaned and oiled before use.

201.3 Concrete: The concrete furnished shall conform with respect to composition, transportation, mixing and placing, to Class F Cement Concrete 4,000 PSI, as specified by the State of Connecticut Department of Transportation in its latest specification and revisions. An approved air-entraining admixture shall be used to entrain 5% to 7% air in the concrete.

201.4 Detectable Warning Strips: The Detectable Warning Strip shall be a prefabricated detectable warning surface tile as manufactured from Engineered Plastics Inc. 300 International Drive, Suite 100 Williamsville, NY 14221, telephone number (800) 682-2525 or the approved equal from ADA Fabricators, INC. P.O Box 179 North Billerica, MA 01862 telephone number (978) 262-9900. The tile shall conform to the dimensions shown on the plans and have a brick red homogeneous color throughout in compliance with Federal Standard 595A Color #22144 or approved equal.

The Detectable Warning Strip shall be set directly in poured concrete according to the plans and the manufacturer's specifications or as directed by the Engineer. The Contractor shall place two 11.34 Kg concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete.

201.5 Dowels: Smooth metal dowels, 5/8-inch in diameter, measuring 24 inches in length shall be installed using plastic sleeves within all expansion and contraction joints, concrete driveway aprons, at concrete sidewalk ramps, and at the last end section of each sidewalk slab poured at the end of each working day.

Plastic sleeves of the size required for accepting the 5/8-inch by 24-inch smooth metal dowels shall be "Speed Dowel" sleeves as manufactured by Greenstreak, 3400 Tree Court Industrial Blvd, St. Louis, MO 63122, telephone number (800) 551-5145 or approved equal. Plastic sleeves shall be installed according to manufacturer instructions and as directed by the Engineer.

Dowels are also to be installed between new and existing concrete slabs. Where new or repaired walks abut up against existing concrete sidewalks, the Contractor shall drill two

holes measuring 3/4-inches in diameter and 12 inches in depth into the existing concrete slab. The dowels, with plastic sleeve, shall be set into the existing sidewalk slab prior to the placement of concrete. The dowels are to be level with the latitude pitch of the sidewalk and shall conform to details of these specifications.

Smooth metal dowels shall be 5/8-inch in diameter and 24 inches in length. All metal dowels shall conform to the requirements of ASTM A615 Grade 60.

201.6 Expansion Joints: At maximum intervals of 15 feet, an expansion joint shall be placed to the full depth of the concrete slab. The material for expansion joints shall be either 1/4-inch thick cork asphalt or 3/8-inch thick asphalt impregnated bonded cellular fiber, or approved equal. Expansion joints of the same material shall also be placed at points abutting existing structures.

201.7 Surface Finish: The surface finish shall be struck off, forcing coarse aggregate below mortar surface. After strike-off, the surface shall be worked and floated with a wooded, aluminum, or magnesium float followed by steel troweling. The slab shall then be broomed cross-wise with a fine hair broom. The outside edges of the slab shall be edged with a 1/4-inch radius tool. All edging lines shall be removed.

201.8 Curing: The Contractor shall use a liquid membrane-forming curing compound. The curing compound shall be similar or equal to Demicon "Cure Hard" with fugitive dye and shall meet the latest ASTM Specification C-156. Waterproof paper or plastic membrane are acceptable alternatives.

Newly constructed sidewalk surfaces shall be protected from all foot or vehicular traffic for a period of seven days. The Contractor shall have on the job, at all times, sufficient polyethylene film or waterproof paper to provide complete coverage in the event of rain.

201.9 Temperature: No concrete is to be placed when air temperature is below 40°F, or at 45°F and falling, unless prior approval is given by the Engineer. In the event weather conditions may be such that concrete that is not completely cured is subject to freezing, the Contractor shall provide a minimum of a six-inch layer of hay, straw, or thermal blankets for protection. Any concrete laid during cold weather that is damaged by freezing shall be the responsibility of the Contractor and shall be replaced at his expense.

201.10 Basis of Payment: Concrete Sidewalk shall be measured and paid for at the Contract unit price per square foot as contained in the Bid Proposal, which price shall include the Base Course Underneath Sidewalks, excavation, and all other materials and all labor, tools, and equipment necessary for completion of the work.

Concrete Sidewalk Pedestrian Ramps shall be measured and paid for as a unit at the Contract unit price for each Pedestrian Ramp as contained in the Bid Proposal, which price shall include the Base Course Underneath Sidewalks, Excavation, Detectable Warning Strip, and all other materials and all labor, tools, and equipment necessary for completion of the work.

204.0 GRADING AND TOPSOILING

204.1 Description: This work shall consist of furnishing, placing, and shaping topsoil in areas shown on the plans where directed by the Engineer. The topsoil shall be placed to the depth stated in the Contract or specifications.

204.2 Material: The material shall conform to the requirements of Article M.13.01.1 of the Form 816.

204.3 Construction Methods: The areas on which topsoil is to be placed shall be graded to a reasonably true surface and cleaned of all stones, brickbats, and other unsuitable materials. After areas have been brought to proper subgrade and approved by the Engineer or his agent, loam shall be spread to a depth as indicated in the Contract, or to a depth of no less than four inches, with due allowance made for settlement. All stones, roots, debris, sod, weeds, and other undesirable material shall be removed from the topsoil. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on the shoulders or pavement.

It shall be the Contractor's responsibility to restore to line, grade, and surface all eroded areas with approved material and to keep topsoiled areas in acceptable condition until the completion of the construction work.

204.4 Payment: This work will be measured for payment by the number of square yards of area on which the placing of the topsoil has been completed and the work accepted.

The limits of payment shall be to the slope limits as shown on the plans. In the absence of slope limits, the maximum area of measurement shall be the area extending two feet behind the sidewalk and the area between the sidewalk and edge of pavement. No payment shall be made outside of these limits unless the disturbance was directed or approved by the Engineer. No payment shall be made for areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor.

This work will be paid for at the Contract unit price per square yard for "Grading and Topsoil", which price shall include all materials, equipment, tools, labor, and work incidental thereto.

205.0 TURF ESTABLISHMENT

205.1 General: The work included in this item shall consist of providing an accepted uniform stand of established perennial turf grasses or wetland vegetation by furnishing and placing fertilizer, seed, and mulch on all areas to be treated as shown on the plans or where designated by the Engineer.

The work will also include the installation of erosion control matting of the type indicated where shown on the plans or as directed by the Engineer.

205.2 Materials: The materials for this work shall conform to the requirements of Section M.13 of the Form 816, except as noted below.

Seed mix for roadside areas shall consist of 70% Red Fescue, 20% Kentucky Blue Grass, and 10% Perennial Rye Grass or other mix for high maintenance lawn areas as approved by the Engineer.

Hydroseeding, when required by the Engineer, shall be performed using a homogenous slurry consisting of wood fiber mulch, fertilizer, live seed, and organic tackifiers conforming to Section M.13 of the Form 816.

Material certificates shall be provided for all materials supplied under this item.

205.3 Construction Methods: Construction Methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

1. Preparation of the Seedbed:

(a) Level areas, medians, interchanges and lawns: These areas shall be made friable and receptive for seeding by disking or by other approved methods to the satisfaction of the Engineer. In all cases the final prepared and seeded soil surface shall meet the lines and grades for such surface as shown in the plans, or as directed by the Engineer.

(b) Slope and Embankment Areas: These areas shall be made friable and receptive to seeding by approved methods which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface.

(c) All areas to be seeded shall be reasonably free from weeds taller than 3 inches. Removal of weed growth from the slope areas shall be by approved methods, including hand-mowing, which do not rut or scar the slope surface, or cause excessive disruption of the slope line or grade. Seeding on level areas shall not be permitted until substantially all weed growth is removed. Seeding on slope areas shall not be permitted without removal or cutting of weed growth except by written permission of the Engineer.

2. Seeding Season: The calendar dates for seeding shall be:

Spring—March 15 to June 15
Fall—August 15 to October 15

All disturbed soil areas shall be treated during the seeding seasons as follows:

(a) Areas at final grade: Seeding will be accomplished.

(b) "Out-of-season" seedings shall be performed in the same manner as "in-season" seedings. Since acceptable turf establishment is less likely, the Contractor shall be responsible for "in-season" reseeding until the turf stand conforms to this specification.

(c) During "out-of-season" periods unseeded areas shall be treated in accordance with Section 2.10, Water Pollution Control.

3. Seeding Methods: The seed mixture shall be applied by any agronomically acceptable procedure. The rate of application shall be no less than 175 pounds per acre or according to manufacturer instructions. Fertilizer conforming to M.13.03 shall be initially applied at a rate of 320 pounds per acre during or preceding seeding. When wood fiber mulch is used, it shall be applied in a water slurry at a rate of 2,000 pounds per acre with or immediately after the application of seed, fertilizer and limestone.

When hydroseeding is required by the Engineer, it shall be performed by a qualified Contractor who has a minimum of three year experience in the successful performance of this work and has been approved by the Engineer. Hydroseed mix shall be applied in a slurry consisting of wood fiber mulch, fertilizer, live seed, and organic tackifiers with each component applied at the rate described above. The slurry shall be hydraulically sprayed on the soil surface as required to form a blotter-like ground cover with a uniform coating. Contractor shall exercise special care as required to prevent slurry from being sprayed onto adjacent paved areas, sidewalks, buildings, or signs. All slurry sprayed onto adjacent surfaces shall be cleaned at the Contractor's expense.

When the grass seeding growth has attained a height of 6 inches, the specified areas designated herein shall be mowed to a height of 3 inches. Following mowing, all seeding grass areas (mowed and un-mowed) shall receive a uniform application of fertilizer hydraulically placed at the rate of 320 pounds per acre.

4. Compaction: The Contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where such compaction has occurred, the Contractor shall rework the soil to make a suitable seedbed; then re-seed and mulch such areas with the full amounts of the specified materials, at no extra expense to the State.

5. Stand of Perennial Turf Grasses: The Contractor shall provide and maintain a uniform stand of established turf grass or wetland vegetation having attained a height of 6 inches consisting of no less than 100 plants per square foot throughout the seeded areas until the entire project has been accepted.

6. Establishment: The Contractor shall keep all seeded areas free from weeds and debris, such as stones, cables, baling wire, and he shall mow at his own expense, on a one-time-only basis, all slopes 4:1 or less (flatter) and level turf established (seeded) areas to a height of 3 inches when the grass growth attains a height of 6 inches. Clean-up shall include, but not be limited to, the removal of all debris from the turf establishment operations on the shoulders, pavement, and/or elsewhere on adjacent properties publicly and privately owned.

205.4 Method of Measurement: This work will be measured for payment by the number of square yards of surface area of accepted established perennial turf grass as specified or by the number of square yards surface area of seeding actually covered and as specified.

Restoration of areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor will not be measured for payment.

205.5 Basis of Payment: This work will be paid for at the contract unit price per square yard for "Turf Establishment" or "Turf Establishment-Hydroseeding", which price shall include all materials, mowing, maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

206.0 SODDING

206.1 General: This item shall conform to Section 9.53 SODDING, of the Form 816.

213.0 EARTHWORK AND GRADING FOR SIDEWALK CONSTRUCTION

- 213.1 General: The Contractor is to exercise caution to prevent unnecessary damage to lawns, trees, bushes, or any other existing improvements. If, in the opinion of the Engineer, existing improvements are damaged due to the carelessness of the Contractor, the same shall be repaired or replaced at the Contractor's expense.
- 213.2 Earthwork: The Contractor shall remove and dispose of grass, rubbish, and other objectionable materials within the limits of the sidewalk construction. The Contractor shall perform all excavation necessary to construct sidewalks to the grades as shown on the construction plans. Excavation shall include the saw cutting, removal, and disposal of bituminous concrete and concrete sidewalks, driveways, and pavements, including curbing and tree roots, where necessary, due to the new sidewalk grade and as shown on the plans or as directed by the Engineer. Existing house lateral walks and driveways adjacent to the sidewalk shall be removed and base graded and prepared for a smooth connection. The Contractor shall remove and dispose of all excess material.
- 213.3 Grading Existing Topsoil: Upon completion of sidewalk construction, the Contractor is to grade the areas between sidewalks and curbs, if the typical section indicates a grass plot, and disturbed areas back of the sidewalk. The Contractor shall backfill and compact these areas so as to conform to the typical cross-section. The upper four inches of the backfill shall be loam or topsoil, loose and friable and free of sticks, rocks, roots, weeds, or other unsuitable material.
- 213.4 Lawn Restoration: This work will consist of restoring grass areas disturbed in the Contract work. All work will be in conformance with Section 205.0 TURF ESTABLISHMENT.
- 213.5 Basis of Payment:
All of the above-described work under the heading of EARTHWORK AND GRADING FOR SIDEWALK CONSTRUCTION shall be included in the Contract unit price for sidewalks or other items associated with the work.

214.0 BASE COURSE UNDERNEATH SIDEWALKS

214.1 Description: The Contractor shall make the necessary excavation and furnish material for base construction under sidewalks.

214.2 Material: The material used for base course construction shall conform to the requirements of Section M.02.01 of the Form 816 for broken or crushed stone. It shall consist of sound, tough, and durable stone and shall be free of thin or elongated pieces, lumps of clay, soil, loam, or vegetative matter. All material shall be approved by the Engineer prior to its use.

214.3 Construction Method: The material for the base course shall be spread upon the prepared subgrade to such depth as to give a compacted thickness of eight inches. The material shall be uniformly spread in two layers of equal depth in the entire base course excavation and each layer shall be wetted and compacted to a firm even surface with a roller weighing not less than 500 pounds or by use of pneumatic tampers or vibratory compactors.

214.4 Basis of Payment: There will be no separate payment for this item. All of the above-described work under the heading "Base Course Underneath Sidewalks" shall be included in the Contract Unit Prices for sidewalks or the item associated thereto.

215.0 PERMANENT DRIVEWAY REPAIRS

215.1 Description: The Contractor shall furnish all labor, tools, material, and equipment to replace all driveway pavement damaged due to the associated construction, as shown on the plans and as directed by the Engineer. This item shall also include the removal and disposal of existing bituminous pavement necessary for driveway replacement work.

215.2 Materials:
The base course shall be processed stone base that meets the requirements of Section 109.0 of these specifications.

Hot laid bituminous concrete for driveway repairs shall be Bituminous Class 2 per Section M.04 of the Form 816.

215.3 Construction Methods: Portions of the driveway or driveway aprons to be replaced shall be saw cut, and the existing pavement removed and disposed of by the Contractor. The eight inches of trench immediately below the bottom of the proposed pavement shall be backfilled with processed stone and compacted in four-inch layers. The upper three inches shall be topped by the Contractor with hot bituminous concrete or as required to match the existing pavement, and maintained at grade. The edges shall be painted with an asphalt emulsion prior to the placement of permanent pavement. Hot laid bituminous concrete shall be placed so as to give a three-inch compacted surface, or a surface that has a depth equal to the existing driveway surface, whichever is greater. Compaction shall be made with a power-driven roller. The finished surface shall be free from waves or depressions.

215.4 Basis of Payment: Measurement and payment will be based on the Contract Unit Price per square yard of "Permanent Driveway Repairs" complete in place, which price shall include saw cutting, removal and disposal of existing bituminous pavement, all materials (including base materials), labor, tools, and equipment incidental thereto.

216.0 REMOVE AND RESET BRICK PAVERS

216.1 Description: This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to remove and reset brick pavers as shown on the plans or as directed by the Engineer.

216.2 Materials:

A. Bricks: Existing brick pavers shall be removed and reset.

B. Base Material: Shall be processed stone base as described in Section 109.0

C. Filter Fabric: Filter fabric conforming to Form 816, Section M.08.01.26 shall be used when dry setting brick.

D. Leveling Course: The leveling course for dry set bricks shall be commercial grade crushed stone dust.

E. Edge Restraints: Edge restraints shall be snap edge Pave Tech – Pave Edge, or approved equivalent.

216.3 Submittals: The following submittals shall be submitted to the Engineer for review and approval prior to installation:

- Gradation test results for processed stone base
- Manufacturer's cut sheet for filter fabric
- Material certification for commercial grade stone dust
- Material certification for polymeric stabilizing sand
- Manufacturer's cut sheet for edge restraints

216.4 Construction Methods: Existing brick pavers shall be carefully removed within the limits of grading and stockpiled in a safe location for re-use. Broken, chipped, or cracked pavers shall be replaced by the Contractor at no additional cost to the Town.

The construction of the processed stone base shall be as described in Section 215.0 Permanent Driveway Repairs.

Dry set brick pavers shall be installed on 8 inches of compacted processed aggregate with filter fabric placed on top of the aggregate. The leveling course on top of the filter fabric shall consist of a minimum ¾ inches (maximum 1 inch) of compacted crushed stone dust. When placed, the bricks shall tightly abut each other. Exposed edges of bricks shall be set on a plastic angle edge restraint. Final setting of brick shall be with a plate compactor taking care to have sufficient material so as to not damage the brick. After compacting with masonry sand, the area shall be flushed with water to ensure that joints have been filled. Any area that shows gaps in the joints shall be recompacted and appropriately swept, misted, or flushed. All joints shall be filled with commercial grade crushed stone dust, masonry sand, or commercial grade polymeric stabilizing sand as shown on the plans or as directed by the Engineer. If the polymeric sand manufacturer specifies a water mist for setting the joints, all the brick and adjacent areas shall be swept clear of all polymeric sand residue.

216.5 Method of Measurement: Measurement for this item will be based on the number of square feet of bricks pavers reset, completed and accepted in place including excavation and materials.

216.6 Basis of Payment: This item will be paid for at the Contract Unit price per square foot for "Reset Brick Pavers" as listed in the bid proposal for brick paving constructed and accepted, including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified.

250.0 SEDIMENT CONTROL SACK

250.1 General: This work shall consist of furnishing, installing, maintaining, and removing a sedimentation control sack for control of sediment entering catch basins within the project area as directed by the Engineer or as shown on the contract drawings.

250.2 Materials: Sediment control sacks shall be Siltsack® as manufactured by SI® Geosolutions or approved equal, and shall be manufactured from a specially designed woven polypropylene geotextile.

The sediment control sack shall be manufactured to fit the opening of the catch basin or drop inlet to be protected. Sediment control sack shall have the following features: two dump straps attached at the bottom to facilitate emptying; lifting loops shall be included as an integral part of the system to be used to lift the sedimentation control sack from the basin; sediment control sack shall have a restraint cord approximately halfway up the sack to keep the sides away from the catch basin walls, this yellow cord is also a visual means of indicating when the sack should be emptied. Once the strap is covered with sediment, sediment control sack should be emptied, cleaned and placed back into the basin.

250.3 Construction Sequence: To install the sediment control sack in the catch basin, remove the grate and place the sack in the opening. Hold out approximately six inches of the sack outside the frame. This is the area of the lifting straps. Replace the grate to hold the sack in place.

When the restraint cord is no longer visible, the sediment control sack is full and should be emptied.

To remove the sediment control sack, take two pieces of 1" diameter rebar and place through the lifting loops on each side of the sack.

To empty the sediment control sack, place it where the contents will be collected. Place the rebar through the lift straps (connected to the bottom of the sack) and lift. This will turn the sedimentation control sack inside out and empty the contents. Clean out and rinse. Return the sedimentation control sack to its original shape and place back in the basin.

The sediment control sack is reusable. Once the construction cycle is complete, the sedimentation control sack shall be removed from the basin and cleaned. The sedimentation control sack shall then be provided to the Town for re-use.

250.4 Basis of Payment: Sediment control sacks shall be paid for as a unit for each sedimentation control sack provided and installed. Maintenance of the sediment control sacks and cleaning after completion of construction as described herein shall also be included in this bid price.

260.0 CALCIUM CHLORIDE FOR DUST CONTROL

260.1 General: This item shall conform to Section 9.42 CALCIUM CHLORIDE FOR DUST CONTROL, of the Form 816.

270.0 WATER FOR DUST CONTROL

270.1 General: This item shall conform to Section 9.43 WATER FOR DUST CONTROL, of the Form 816.

301.0 MAINTENANCE AND PROTECTION OF TRAFFIC

301.1 Description: Unless other provisions are made on the plans or in the Special Conditions, the Contractor shall keep the roadway open to traffic for the full length of the project and shall provide a sufficient number of travel lanes and pedestrian pathways to move that traffic ordinarily using the roadway. The travel lanes and pedestrian pathways shall be drained and kept reasonably smooth and in suitable condition at all times in order to provide minimum interference with traffic and consistent with proper execution of the work. Suitable ingress and egress shall be provided at all times where required for all intersecting roads and for all abutting properties that have legal access.

The Contractor shall maintain and protect traffic as follows and as limited in the SPECIAL CONDITIONS Section 17.00 Prosecution and Progress.

GRISWOLD STREET AND SIDE STREETS

The Contractor shall maintain and protect one lane of through traffic in each direction, including turning lanes, each lane on a paved travelpath not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor will be allowed to maintain and protect at least an alternating one-way traffic operation on a paved travelpath not less than 12 feet in width. The length of the alternating one-way traffic operation shall not exceed 400 feet.

The Contractor shall be allowed to maintain and protect traffic on an unpaved surface on Griswold Street at locations of full depth roadway reconstruction as dictated in the Special Provision for Section 1.08 "Prosecution and Progress." Traffic Drums OR Opposing Traffic Lane Dividers shall be used as a centerline in unpaved sections. Advance warning signs (for example "Gravel Road Ahead") shall be used as needed to warn motorists of the change in travel surface.

ROUTE 2 RAMPS

The Contractor shall maintain and protect existing traffic operations.

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

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

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

Temporary ramps shall be constructed and maintained to provide suitable access to adjacent residential and commercial driveways throughout all phases of construction.

301.2 Alternate Traffic Management Schemes: When a scheme for maintenance of traffic is shown on the plans or approved by the Legal Traffic Authority, this shall govern unless an alternate scheme acceptable to the Engineer is offered by the Contractor at no additional cost. If no scheme is shown on the plans or described in the Special Conditions of the Contract and the Contractor wishes to deviate from the provisions of maintaining traffic as described in this Section, the Contractor must submit, and the Engineer may approve, a schedule showing a proposed sequence of operations and a compatible method of maintaining traffic.

301.3 Signs and Sign Patterns: The Contractor shall maintain all existing signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs as many times as deemed necessary as directed by the Engineer. When the necessary construction is completed, the Contractor shall re-install the existing signs in their original locations or as directed by the Engineer.

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory. All temporary traffic control devices as called for by the contract or ordered by the Engineer must be on-hand and available in sufficient quantity for immediate installation prior to any stage change.

The Contractor will furnish additional approved signs, barricades, traffic cones, and traffic delineators to forewarn traffic of the construction. The Contractor will also provide such safety measures, pavement markings, warning devices, and signs as deemed necessary to safeguard and guide the traveling public through detours ordered by the Engineer or included in the approved scheme for maintenance of traffic. Signs and barricades will be delivered adjacent to the project and traffic cones and delineators will be provided when required, at no cost to the Town. The Contractor shall erect, maintain, move, adjust, relocate and store these signs, barricades, traffic cones, and delineators when, where, and in accordance with the "Manual on Uniform Traffic Control Devices", or as directed by the Engineer.

The use of unauthorized or unapproved signs, barricades, traffic cones, or traffic delineators will not be permitted.

The Contractor shall keep all signs in proper position and clean and legible at all times. Care shall be taken so that weeds, shrubbery, construction materials or equipment, and soil are not allowed to obscure any sign, light, or barricade. Signs that do not apply to existing conditions shall be removed or adjusted so that the legend is not visible to approaching traffic.

301.4 Traffic Control During Construction Operations: The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

TRAFFIC CONTROL PATTERNS: Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the speed and volume of traffic, duration of operation, and exposure to hazards.

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

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

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

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

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

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

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

Allowable Adjustment of Signs and Devices Shown on the Traffic Control Plans

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

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

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

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

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

TABLE I – MINIMUM TAPER LENGTHS

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

INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- c) Stopping traffic may be allowed as per the contract for such activities as blasting, steel erection, etc; or 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; or to move slow moving equipment across live traffic lanes into the work area.
- d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic.
- e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.
- h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 72-hour duration.
- c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.

- d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

301.5 Traffic Signals: The Contractor shall keep each traffic signal in the project limits operational at all times during construction. Loop detectors disturbed by the Contractor's operations shall be made operational, in accordance with the Specification Section X.XX Loop Detector Saw Cut, or temporary detection must be provided within 24 hours of the termination of the existing loop detectors.

301.6 Snow Removal: The Contractor, when order by the Engineer, shall remove snow and take care of icy conditions on temporary, new, and existing sidewalks on any part of the right-of-way within the limits of the project.

Snow removal and correction of icy conditions other than those resulting from the Contractor's operations, and snow removal on uncompleted contracts under traffic, will remain the obligation of the Town.

301.7 Failure to Provide: Should the Contractor fail to perform any of the work required under this Section, the Town may perform, or arrange for others to perform, such work. In such cases, the Town will deduct from monies due or to become due the Contractor, all expenses connected therewith.

301.8 Basis of Payment: Maintenance and Protection of Traffic will be paid for at the Contract Lump Sum price for "Maintenance and Protection of Traffic". This price shall include all costs for labor, equipment, and services involved in the erection, maintenance, moving, adjusting, relocating and storing of signs, barricades, traffic cones, and traffic delineators furnished by the Contractor, as well as all cost of labor and equipment involved in the maintenance of traffic lanes and detours ordered or included in the approved scheme for maintenance of traffic.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include furnishing, installing, and removing the material for the temporary traversable slope in those areas where a longitudinal dropdown exists.

If there is no method for payment for the temporary transition in those areas where a transverse dropdown exists, then the contract lump sum price for the "Maintenance and Protection of Traffic" shall also include furnishing, installing, and removing the material for the temporary transition.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports and foundations if necessary during construction of the project.

NOTE: The Town of Glastonbury **CHIEF OF POLICE**, acting in the capacity of the **LEGAL TRAFFIC AUTHORITY**, shall be the sole and final authority for the Maintenance and Protection of Traffic.

SERIES 16 SIGNS

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

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

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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

THE "ROAD WORK AHEAD, FINES DOUBLED" REGULATORY SIGNS SHALL NOT BE INSTALLED ON TOWN ROADS.

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

		W	H
31-1906		48" x 42"	

"END ROAD WORK" SIGN

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

80-9612

REV'D I-02

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

CONSTRUCTION
TRAFFIC CONTROL PLAN

REQUIRED SIGNS

APPROVED J. Carey DATE I-02
PRINCIPAL ENGINEER

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A) AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE #1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. A CHANGEABLE MESSAGE SIGN MAY BE UTILIZED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
5. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 72 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
6. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA WILL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS REOPENED TO ALL LANES OF TRAFFIC.
7. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN THE EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED AND TEMPORARY PAVEMENT MARKINGS THAT DEPICT THE PROPER TRAVEL PATHS SHALL BE INSTALLED.
8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200' ON LOW SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
9. FOR LANE CLOSURES ONE (1) MILE OR LONGER, A "REDUCE SPEED TO 45 MPH" SIGN SHALL BE PLACED AT THE ONE MILE POINT AND AT EACH MILE THEREAFTER.
10. 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.
11. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
12. FOR METRIC PROJECTS USE THE CONVERSION CHART BELOW.

METRIC CONVERSION CHART (1" = 25mm)

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

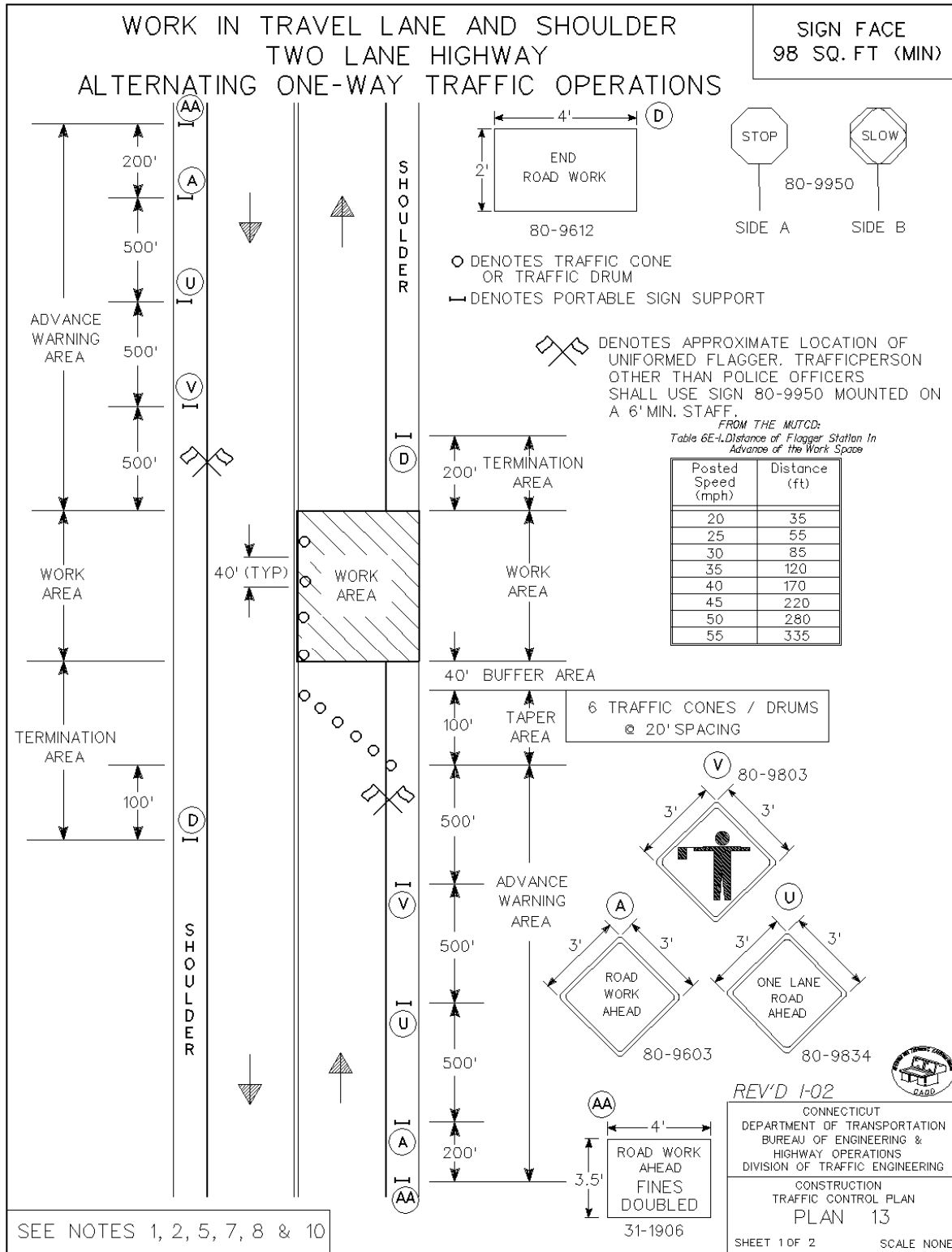
REV'D 3-11



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

CONSTRUCTION
TRAFFIC CONTROL PLAN
NOTES

NOTES-V8.DGN



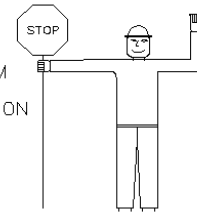
**WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY
ALTERNATING ONE-WAY TRAFFIC OPERATIONS**

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.04 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 TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

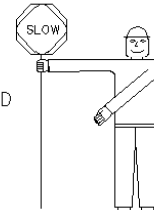
A. TO STOP TRAFFIC

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.



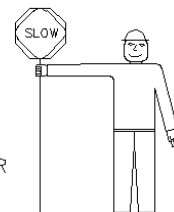
B. TO DIRECT TRAFFIC TO PROCEED

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.



SEE NOTES 1, 2, 5, 7, 8 & 10

REV'D 1-02

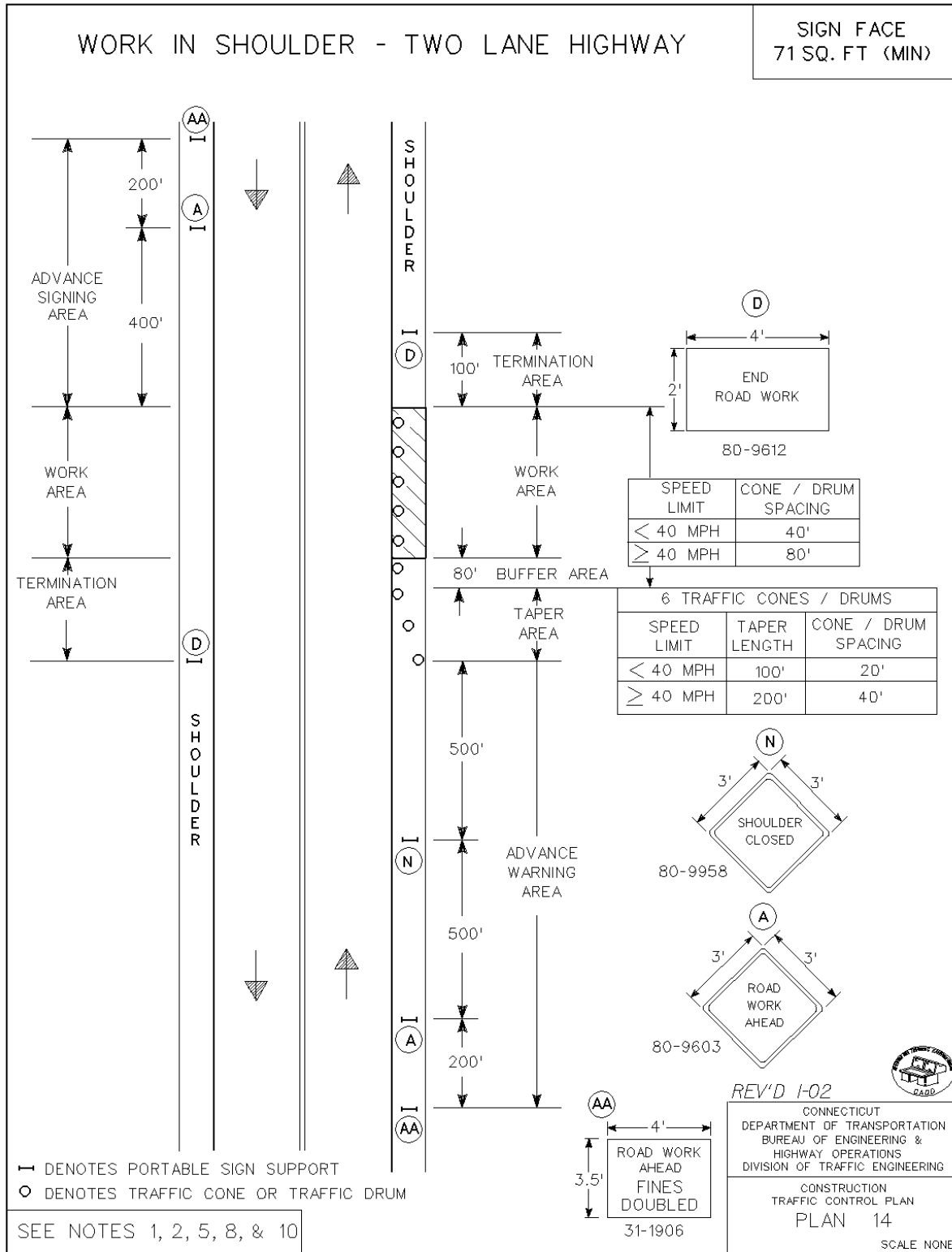


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DIVISION OF TRAFFIC ENGINEERING

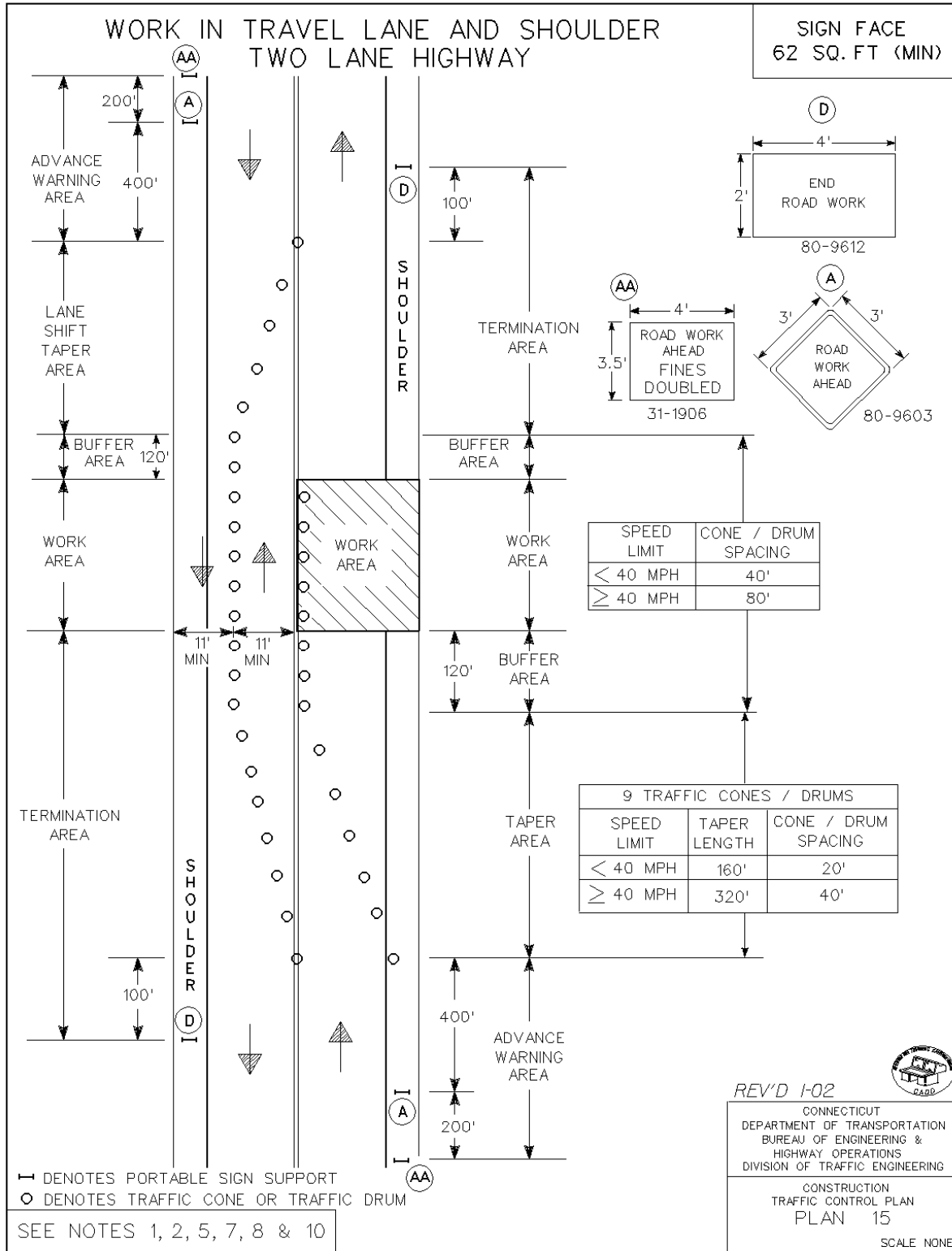
CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 13

SHEET 2 OF 2 SCALE NONE

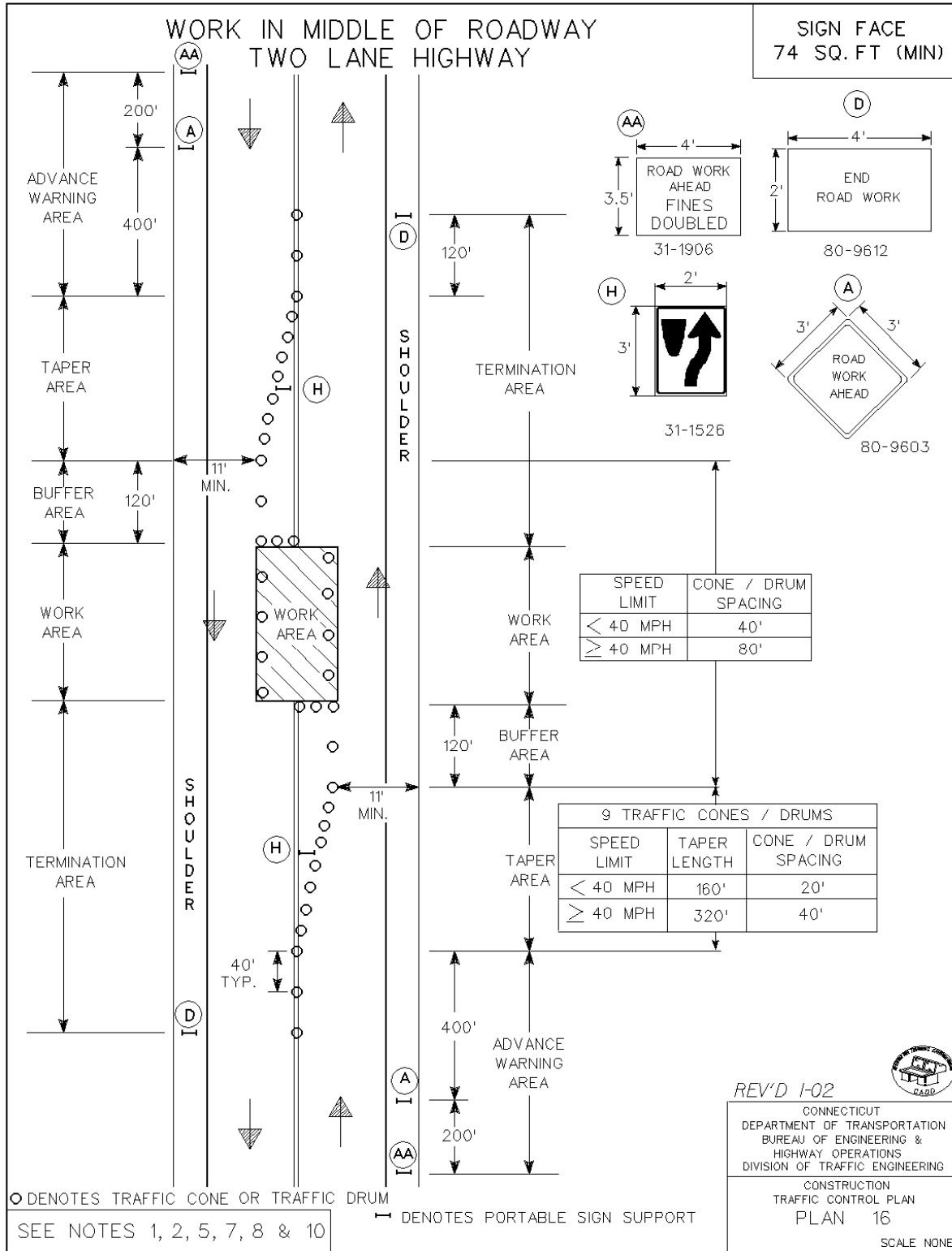
APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER



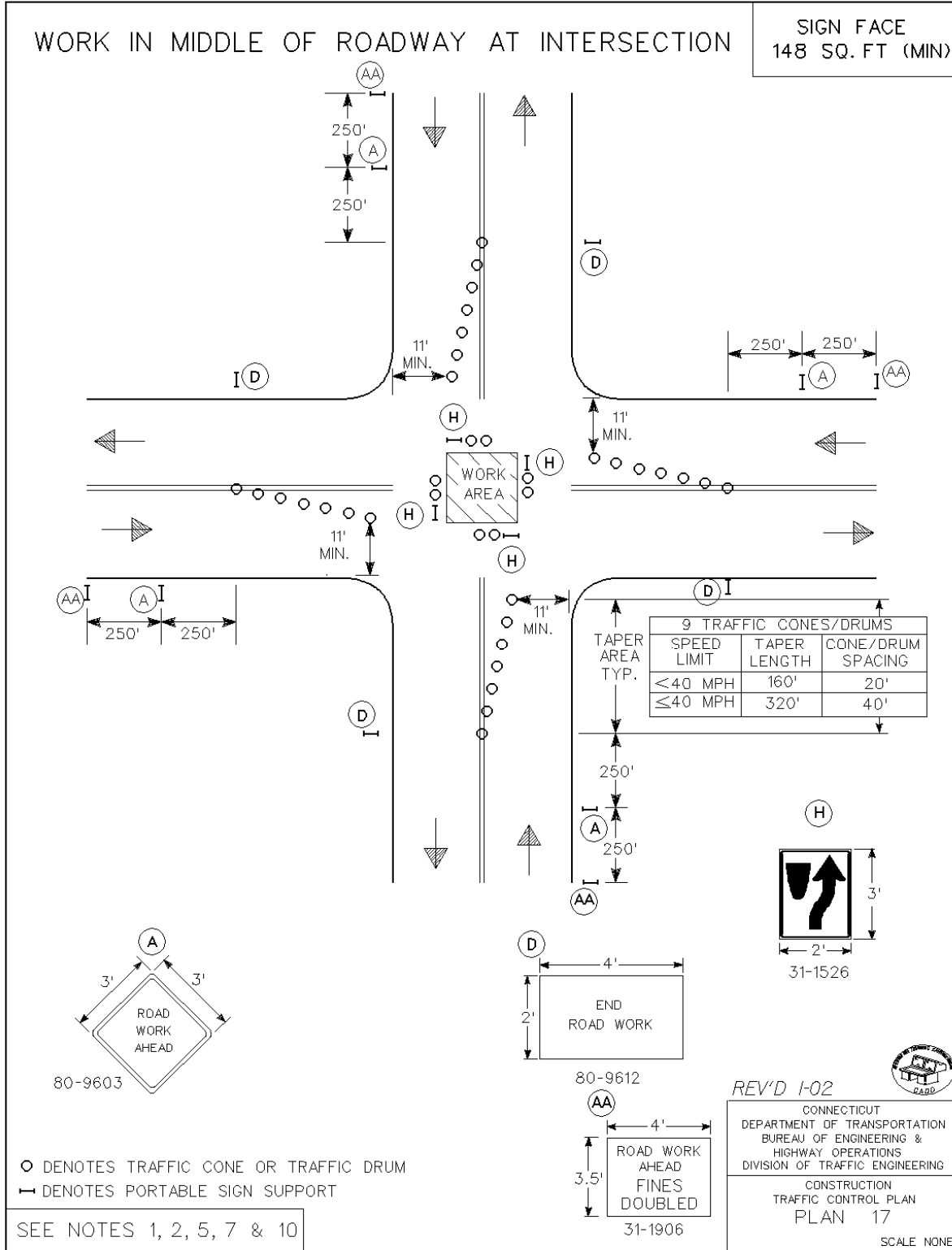
APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER



APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER



APPROVED J. Carey DATE 1-02
 PRINCIPAL ENGINEER



APPROVED J. Carey PRINCIPAL ENGINEER DATE 1-02

302.0 TRAFFICPERSON

302.1 General: This item shall conform to Section 9.70 TRAFFICPERSON, of the Form 816.

302.3 Description: Add the following to the first paragraph of Section 9.70.01

“Trafficpersons shall consist of uniformed flaggers meeting acceptable criteria or extra duty officers of the Glastonbury Police Department. The Contractor shall provide Uniformed Flaggers meeting the requirements of this specification as required for safe traffic operations in the project area. Extra-duty police officers will be used only when specifically required by the Police Chief, as the Legal Traffic Authority, who will make this determination based on the Contractor’s proposed operations, traffic volumes, and traffic conditions.”

“All work under this item shall be paid only for the duration of the Contract as contained in the Special Conditions under ‘Time for Completion/Notice to Proceed’ and for any time extensions granted in writing by the Town. Payment for police officers required after the duration of the Contract and approved time extensions shall be made directly by the Town and such costs deducted from future payments due the Contractor.”

303.3 Basis of Payment: Replace Section 9.70.05 with the following:

“There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

1. Trafficperson - Uniformed Flagger: Uniformed flaggers will be paid for at the contract unit price per hour for “Trafficperson (Uniformed Flagger)” as listed in the bid proposal, which price shall include all compensation, insurance benefits, and any other cost or liability incidental to the furnishing of the trafficpersons ordered.”

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

Police Officers will be paid for at the actual hourly rate charged for extra-duty police officers services by the Town (monthly statement or receipted bills) plus a 5% markup. Use of a Town police vehicle requested by the Engineer will be paid at the actual rate charged by the Town plus a 5% markup. The rate charged by the Town for use of a Uniformed Town Police Officer and/or an official Town Police vehicle shall not be greater than the rate it normally charges others for similar services.

305.0 BARRICADE WARNING LIGHTS

305.1 General: This item shall conform to SECTION 9.76 BARRICADE WARNING LIGHTS of the Form 816.

306.0 TRAFFIC CONE

306.1 General: This item shall conform to SECTION 9.77 TRAFFIC CONE of the Form 816.

307.0 TRAFFIC DRUM

307.1 General: This item shall conform to SECTION 9.78 TRAFFIC DRUM of the Form 816.

308.0 CONSTRUCTION BARRICADE TYPE III

308.1 General: The Contractor shall furnish construction barricades to conform to the requirements of NCHRP Report 350 (TL-3) and to the requirements stated in Article 9.71 "Maintenance and Protection of Traffic," as shown on the plans and/or as directed by the Engineer.

308.2 Materials: Prior to using the construction barricades, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices conform to NCHRP Report 350 (TL-3).

Alternate stripes of white and orange Type III or Type VI reflective sheeting shall be applied to the horizontal members as shown on the plans. Application of the reflective sheeting shall conform to the requirements specified by the reflective sheeting manufacturer. Only one type of sheeting shall be used on a barricade and all barricades furnished shall have the same type of reflective sheeting. Reflective sheeting shall conform to the requirements of Article M.18.09.01.

Construction barricades shall be designed and fabricated so as to prevent them from being blown over or displaced by the wind from passing vehicles. Construction barricades shall be approved by the Engineer before they are used.

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

Barricades that are no longer required shall be removed from the project and shall remain the property of the Contractor.

308.4 Method of Measurement: Construction Barricade Type III will be measured for payment by the number of construction barricades required and used.

308.5 Basis of Payment: "Construction Barricade Type III" required and used will be paid for at the Contract unit price per each. Each barricade will be paid for once, regardless of the number of times it is used.

309.0 OPPOSING TRAFFIC LANE DIVIDER

309.1 Description: This item shall include furnishing, installing, resetting, and removing Opposing Traffic Lane Dividers. Opposing Traffic Lane Dividers will be used to separate opposing traffic on a two-lane two-way roadway. The legend on the divider shall be two opposing arrows.

The Opposing Traffic Lane Divider shall meet the requirements of Federal Highway Administration's Strategic Highway Research Program (SHRP). The Opposing Traffic Lane Divider shall be 12 inch wide by 18 inch high sign panels mounted back to back on a flexible support post. The post shall be mounted to a base.

A series of these devices shall be placed on the center line of a temporary two-way operation. The support shall be designed to recover automatically to a vertical position if struck by a vehicle.

The opposing Traffic Lane Divider is covered in Section 6F.76 of the Manual on Uniform Traffic Control Devices (2009 Edition).

309.2

Materials:

Panel - The vertical panel shall be constructed of a flexible material resistant to ultraviolet light, ozone and hydrocarbons. The surface shall be smooth and suitable for adherence of appropriate reflective sheeting. The reflective sheeting shall be Type III or Type VI reflective sheeting in accordance with Section M.18.09.01.

Support Post - The support post shall be made of a material resistant to ultraviolet light, ozone, and hydrocarbons. The post shall have sufficient stiffness to remain rigid in windy conditions. The support shall be designed to recover automatically to a vertical position or manually restored (when fastened to the roadbed), if struck by a vehicle.

Base - The base shall consist of a metal ballast plate fastened to a rubber base. For long-term use, the metal ballast plate can be fastened directly to the roadbed. When fastened to the roadbed, the post will need to be manually reset when hit. The base shall meet the requirements of the Federal Highway Administration's Strategic Highway Research Program (SHRP).

309.3

Construction Methods: The Opposing Traffic Lane Dividers shall be spaced every 30 feet apart or as directed by the Engineer. The Contractor shall insure that the devices are kept clean and bright. Any devices that are missing, damaged, or defaced so that they are not effective, as determined by the Engineer and in accordance with the American Traffic Safety Services Association (ATSSA) guidelines contained in "Quality Standards for Work Zone Traffic Control Devices", shall be replaced by the Contractor at no cost to the State. When no longer required, they shall remain the property of the Contractor.

309.4

Method of Measurement: This work will be measured for payment by the number of opposing traffic lane dividers furnished, installed and accepted on the project. Replacement devices shall not be measured for payment. Devices relocated to a different location in accordance with the Engineer shall not be measured.

309.5

Basis of Payment: This work will be paid for at the contract unit price each for "Opposing Traffic Lane Divider" which price shall include all materials, equipment, tools, labor and work incidental to furnishing, installing, maintaining and removing the units.

310.0 CONSTRUCTION SIGNS – TYPE III REFLECTIVE SHEETING

310.1 General: The Contractor shall furnish construction signs with Type III reflective sheeting and their required portable supports or metal sign posts that conform to the requirements of NCHRP Report 350 (TL-3) and to the signing requirements stated in Article 9.71 “Maintenance and Protection of Traffic,” as shown on the plans and/or as directed by the Engineer.

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

Portable sign supports shall be designed and fabricated so that the signs do not blow over or become displaced by the wind from passing vehicles. Portable sign supports shall be approved by the Engineer before they are used.

Mounting height of signs on portable sign supports shall be a minimum of 1 foot and a maximum of 2 feet, measured from the pavement to the bottom of the sign.

All sign faces shall be rigid and reflectorized. Reflective sheeting shall conform to the requirements of Article M.18.09.01 (Type III). Sheet aluminum sign blanks shall conform to the requirements of Article M.18.13. Metal sign posts shall conform to the requirements of Article M.18.14. Application of reflective sheeting, legends, symbols, and borders shall conform to the requirements specified by the reflective sheeting manufacturer. Attachments shall be provided so that the signs can be firmly attached to the portable sign supports or metal posts without causing damage to the signs.

The following types of construction signs shall not be used: mesh, non-rigid, roll-up.

The following portable sign support systems or equivalent systems that meet the above requirements may be used:

- Korman Model #SS548 flexible sign stand with composite aluminum sign substrate (APOLIC)
- Traffix “Little Buster” dual spring folding sign stand with corrugated polyethylene (0.4 in. thick) sign substrate (InteCel)

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

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

310.4 Method of Measurement: Construction Signs - Type III Reflective Sheeting will be measured for payment by the number of square feet of sign face. Sign supports will not be measured for payment.

310.5 Basis of Payment: “Construction Signs – Type III Reflective Sheeting” required and used on the project will be paid for at the Contract unit price per square foot. This price shall include the furnishing and maintenance of the signs, portable sign supports, metal sign posts and all hardware. Each sign and support or posts will be paid for once, regardless of the number of times it is used.

312.0 SIGN FACE SHEET ALUMINUM

312.1 General: This item shall conform to SECTION 12.08 SIGN FACE SHEET ALUMINUM of the Form 816.

315.0 PAINTED PAVEMENT MARKINGS

315.1 General: This item shall conform to SECTION 12.09 PAINTED PAVEMENT MARKINGS of the Form 816.

320.0 EPOXY RESIN PAVEMENT MARKINGS

320.1 General: This item shall conform to Section 12.10 EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS, CONNECTICUT SUPPLEMENTAL SPECIFICATION and Section 12.11 REMOVAL OF PAVEMENT MARKINGS, of the Form 816 amended as follows:

Section 12.11.04 of the Form 816 shall be amended to read, "The work of removing existing pavement markings shall not be measured for payment."

Section 12.11.05 shall be amended to read "There will be no separate payment for this item." All of the work of removing existing pavement markings shall be included in the unit prices for pavement markings or other items associated thereto.

330.0 LOOP DETECTOR SAW CUTS

330.1 Description: Work included under this item is the sawcutting of pavement and furnishing and installing loop detector wire in sawcut areas where loop detectors have been damaged due to pavement rehabilitation operations.

330.2 Materials:

(a) Wire in sawcut:

- International Municipal Signal Association (IMSA) Specification 51-7, single conductor cross-linked polyethylene insulation inside polyethylene tube.
- # 14 AWG

(b) Sealant:

(1) Polyester Resin Compound

- Two part polyester which to cure, requires a liquid hardener.
- Use of a respirator not necessary when applied in an open air environment.
- Cure time dependent on amount of hardener mixed.
- Flow characteristics to guarantee encapsulation of loop wires.
- Viscosity: 4000 CPS to 7000 CPS at 77 degrees Fahrenheit (25o C).
- Form a tack-free skin within 25 minutes and full-cure within 60 minutes at 77 degrees Fahrenheit (25o C).
- When cured, resist effects of weather, vehicular abrasion, motor oil, gasoline, antifreeze, brake fluid, e icing chemicals, salt, acid, hydrocarbons, and normal roadway encounters.
- When cured, maintain physical characteristics throughout the ambient temperature ranges experienced within the State of Connecticut.
- When cured, bonds (adheres) to all types of road surfaces.
- Weight per Gallon (3.8 l): 11 lbs ±1 lb (5kg ± .45kg)
- Show no visible signs of shrinkage after curing.
- 12 month shelf life of unopened containers when stored under manufacturers specified conditions.
- Cured testing requirements:
 - Gel time at 77 degrees F (25° C): 15 - 20 minutes, ASTM C881, D-2471
 - Shore D Hardness at 24 hours: 55-78, ASTM D-2240
 - Tensile Strength: > 1000 psi (6895 kPa), ASTM D-638
 - Elongation: 18 - 20 %, ASTM D-638
 - Adhesion to steel: 700 - 900 psi (4826 - 6205 kPa), ASTM D-3163
 - Absorption of water, sodium chloride, oil, and gasoline: < 0.2%, ASTM D-570
- Include in the Certificate of Compliance:
 - Manufacturer's confirmation of the uncured and cured physical properties stated above.
 - Material Safety Data Sheet (MSDS) stating sealant may be applied without a respirator in an open air environment.
 - Designed to allow clean-up without the use of solvent that is harmful to the workers and the environment.

(2) Elastosmeric Urethane Compound:

- One part urethane which to cure, does not require a reactor initiator, or a source of thermal energy prior to or during its installation.
- Use of a respirator not necessary when applied in an open air environment.
- Cure only in the presence of moisture.
- Flow characteristics to guarantee encapsulation of loop wires.

- Viscosity such that it does not run out of the sawcut in sloped pavement during installation; 5000 CPS to 85,000 CPS.
- Form a tack-free skin within 24 hours and 0.125 inch (0.33mm) cure within 30 hours at 75 degrees Fahrenheit (24o C).
- When cured, resist effects of weather, vehicular abrasion, motor oil, gasoline, antifreeze, brake fluid, de icing chemicals, salt, acid, hydrocarbons, and normal roadway encounters.
- When cured, maintain physical characteristics throughout the ambient temperature ranges experienced within the State of Connecticut.
- Show no visible signs of shrinkage after curing.
- Shelf life when stored under manufacturers specified conditions:
- Caulk type cartridges: minimum 9 months
- Five gallon containers: minimum 12 months
- Designed for application when the pavement surface temperature is between 40 and 00 degrees Fahrenheit (4o and 38o C).
- Uncured testing requirements:
- Weight/Gallon: ASTM D-1875
- Determination of Non-volatile Content: ASTM D-2834
- Viscosity: ASTM D-1048B
- Tack-free Time: ASTM D-1640
- Cured testing requirements:
- Hardness: ASTM D-2240
- Tensile Strength & Elongation: ASTM D-412A
- Include in the Certificate of Compliance:
- Manufacturer's confirmation of the uncured and cured physical properties stated above.
- Material Safety Data Sheet (MSDS) stating sealant may be applied without a respirator in an open air environment.
- Designed to allow clean-up without the use of solvent that is harmful to the workers and the environment.

3. Miscellaneous:

(a) Liquid-tight Flexible Nonmetallic Conduit

- UL listed for direct burial
- UL 1660
- Smooth polyvinyl chloride inner surface

(b) Water Resistant Pressure Type Wire Connector

- UI listed for direct burial and wet locations
- UL 486D

330.3

Construction Methods:

Loop Detector Sawcut

- Loop size, number of turns, and location shall match the damaged detector.
- Do not cut through a patched trench, damaged or poor quality pavement without the approval of the Engineer.
- Wet-cut pavement with a power saw using a diamond blade $\frac{3}{8}$ inch (9.5mm) wide. Dry-cut is not allowed.
- Ensure slot depth is between 1 $\frac{3}{4}$ inch to 2.0 inch (45mm to 50mm).
- Overlap corners to ensure full depth of cut.
- To prevent wire kinking and insulation damage, chamfer inside of corners that are \leq 120 degrees.

- Clean all cutting residue and moisture from slot with oil-free compressed air. Ensure slot is dry before inserting wire and sealing sawcut.
- Cut home-run, from loop to curb or edge-of-road, as shown on the typical installation sheet.
- To prevent cross-talk and minimize electrical interference, twist home-run wires, from edge of road to handhole, with at least 5 turns per foot (16 turns per meter). Tape together twisted home-run wires at 2 foot (0.6 meter) ± intervals.
- In new or resurfaced pavement, install loops in the wearing course. If the wearing course is not scheduled for immediate placement (within 24 hours) after the base course, provide temporary detection when directed by the Engineer. Temporary detection may be sawcut loops, preformed loops, microwave sensor, video, or other method approved by the Engineer.
- Splice(s) not allowed anywhere in loop wire either in loop or in home-run.
- Ensure wires are held in place at bottom of slot by inserting at 2 foot (0.6 m) intervals, 1 inch sections of foam backer rod or wedges formed from 1 inch (25mm) sections of the polyethylene tubing. Loop detectors with wires that have floated to the top of the sealant will not be accepted.
- To create a uniform magnetic field in the detection zone, wind adjacent loops in opposite directions.
- Use polyester compound as the sealant unless another type is allowed by the Engineer.
- Mix hardening agent into polyester resin with a power mixer or in an application machine designed for this type of sealant in accordance with the manufacturer's instructions.
- Apply the loop sealant in accordance with the manufacturer's instructions and the typical installation sheet. Do not apply sealant when pavement temperature is outside the manufacturers recommended application range.
- Solder splice the loop wires to the lead-in cable and install water resistant connector as shown on the typical installation sheet.
- Test the loop circuit resistance, inductance, and amplifier power-interruption as shown on the typical installation sheet. Document all test results.

3. Damaged, Patched, or Excessively Worn Pavement

- Where the existing pavement is damaged, patched or excessively worn and is found to be not suitable for reliable loop detection, notify the Engineer.
- When directed by the Engineer, remove and replace an area of pavement to allow the proper installation of the loop.
- Remove a minimum of 3 inches (75mm) depth.
- Comply with the applicable construction methods of Section 2.02 Roadway Excavation, Formation Of Embankment and Disposal of Surplus Material, and Section 4.06 Bituminous Concrete, such as:
 - o Cut Bituminous Concrete
 - o Material for Tack Coat
 - o Bituminous Concrete Class 1

4. Re-surface/Overlay Project

- Prior to disconnecting the existing loop confirm that the amplifier is operating properly and is programmed according to plan. Document loop operation. Report any discrepancies and malfunctions to Engineer.
- Remove all abandoned sawcut home-run wire from handhole.
- Sawcut new loop according to plan.

- Solder splice new loop wires to the existing lead-in cable and install new water resistant twist connectors as shown on the typical installation sheet. Do not re-use the removed connectors.
- Test the loop circuit resistance and inductance. Document results.
- Ensure the existing loop amplifier has re-tuned to the new loop and is operating according to plan.

330.4 Method of Measurement: Loop Detector Sawcut is measured by the number of linear feet of installed, tested, operating, and accepted sawcut only where there is loop wire. Over-cuts at corners that do not contain wire are not measured.

330.5 Basis of Payment: Loop Detector Sawcut is paid at the contract unit price per linear foot. The price includes sawcut, loop wire, sealant, liquidtight flexible nonmetallic conduit, duct seal, water resistant splice connectors, testing and all incidental material, equipment, tools, and labor.

340.0 CONCRETE HANDHOLES

340.1 Description: This item shall consist of furnishing and installing a precast concrete handhole with cast iron cover and a precast concrete handhole extension with galvanized steel cover at the location and to the dimensions and details shown on the plans, or as directed by the Engineer and in conformity with these specifications. Pre-cast concrete handholes and extensions shall have the word "TRAFFIC" cast into the top edge of the handhole in 1 1/2" letters. Handhole extensions shall be of the height necessary for the top of the handhole to meet the proposed grades shown on the plans.

340.2 Materials: The materials for this work shall meet the required specifications in the following articles: No. 6 Crushed Aggregate M.01.01, Precast Concrete M.08.02-4.

Handhole cover—The handhole cover shall be galvanized, non-skid floor plate steel which will have a minimum tensile strength of 50,000 pounds per square inch.

Cast Iron Handhole Cover – The frame and cover shall be designed for H-20 loading. The cast iron shall conform to the requirements of AASHTO M105 Class 25. The cover shall be lettered "TRAFFIC."

340.3 Construction Methods: Precast handhole extensions shall be constructed or installed as shown on the plans. The areas disturbed by the excavation for the handhole extensions shall be neatly graded to conform to the adjacent contours. Where topsoil has been removed, it shall be replaced to its original depth (except that in no case shall this depth be less than 4 inches) and the area shall be fertilized, seeded and mulched. The final elevation of the top of the concrete handhole shall be 1 1/2 inches above finished grade or as directed by the Engineer.

Where handholes are shown in bituminous concrete sidewalk or paved areas, the concrete handhole shall be set flush and the surrounding area shall be replaced with the same type of material as removed. Where a handhole is placed within or adjacent to a concrete sidewalk, the entire section of sidewalk between joints shall be replaced in accordance with Section 9.21 of the Form 816, unless otherwise directed by the Engineer.

Unless otherwise ordered by the Engineer, a handhole cover plate (galvanized steel) of the size specified, shall be installed on each handhole or handhole extension. The cover for concrete handhole extension shall be overlap type with the following exceptions: where the handhole is installed in a sidewalk, concrete median barrier or where concrete handhole type II is used, the cover shall be the recessed type. The handhole cover plate shall be bonded to ground wire and to all metal conduit within the handhole with No. 8 ground wire.

The frame for the cast iron cover shall be held in place on the concrete handhole with cementitious grout. The cast iron handhole cover shall be flush with the surrounding surface. The concrete handhole shall be set on crushed stone in accordance with the details, and a drain pipe shall be installed meeting the requirements of Section 10.11 of the Form 816.

340.4 Method of Measurement: This work will be measured for payment by the number of concrete handholes, concrete handhole extensions, and cast iron handhole covers of the type specified, complete and accepted in place. \

Excavation and modification of existing handholes to meet the proposed grades shown will not be measured for payment.

340.5 Basis of Payment: This work will be paid for at the Contract unit price listed in the bid proposal for each "Concrete Handhole Type II", "Concrete Handhole Type II Extension", and "Cast Iron Handhole Cover Type II" complete in place, which price shall include all materials, concrete, steel cover, grounding tab, ground wire, crushed stone, excavating, backfilling, modifications of existing handholes to meet the proposed grading, and all equipment, tools, labor and work incidental thereto.

All concrete sidewalk replaced due to handhole installation shall be paid for at the Contract unit price for "Concrete Sidewalk".

403.0 EARTH TRENCH EXCAVATION

403.01 General: The Contractor shall make excavations of normal depth in earth for trenches and structures; shall backfill such excavations to the extent necessary; shall furnish the necessary material and construct embankments and fills; and shall make miscellaneous earth excavations and do miscellaneous grading. All such work shall be done as indicated on the drawings and as herein specified.

The program of excavation, dewatering, sheeting and bracing shall be carried out in such manner as to eliminate all possibility of undermining or disturbing the foundations of existing structures or of work previously completed under this contract.

Excavation in general shall be in open trenches. Tunneling shall be done only to pass under obstructions such as pipes or duct or only as indicated on contract drawings, or in Special Provisions, or on written permission of the Engineer, and then only in accordance with those sections hereof which describe tunnel excavation, and subject to such further conditions as may have been described by drawings, Special Provisions, or as the Engineer may specify.

The Contractor shall make excavations in such manner and to such widths as will give suitable room for building the structures or laying and jointing the piping; shall furnish and place all sheeting, bracing, and supports; shall do all coffer damming, pumping and draining; and shall render the bottom of the excavations firm and dry and acceptable in all respects.

403.02 Trench Excavation: Where pipe is to be laid in gravel bedding or concrete cradle, the trench may be excavated by machinery to or to just below, the designated subgrade, provided that the material remaining at the bottom of the trench is no more than slightly disturbed.

Where pipe is to be laid directly on the trench bottom, the lower part of trenches in earth shall not be excavated to subgrade by machinery, but, just before the pipe is to be placed, the last of the material to be excavated shall be removed by means of hand tools to form a flat or shaped bottom, true to grade, so that the pipe will have a uniform and continuous bearing and support on firm and undisturbed material between joints except for limited areas where the use of pipe slings may have disturbed the bottom.

403.03 Depth of Trench: Trenches shall be excavated to such depths as will permit the pipe to be laid at the elevations, slopes or depths of cover indicated on the drawings, and at uniform slopes between indicated elevations.

403.04 Width of Trench: The methods and equipment used for excavation must be adapted to the conditions at the site and the dimensions of the required trench. The width of ground or street surfaces cut or disturbed shall, in general, be kept as small as practicable to accommodate the work and shall not be widened by scraping or loosening materials from the sides. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.

Width of pipe trenches shall be wide enough to provide sufficient space for shoring, for foundations, for drainage, for laying, jointing, inspecting, and backfilling of sides of pipe, or for building the required structures, and as near as feasible to the above described minimums, in order to reduce the load of backfill upon the top of the sewer; to provide lateral support for the fill and haunching on the sides of the pipe, and to insure that the pipe will not be pushed out of line while placing backfill.

- 403.05 Excavation for Special Foundations: Where concrete, stone or underdrain is required or ordered, excavation shall be carried down to the depth and lines required for such foundation or underdrain. If required by contract drawings or Special Provisions as part of the structure and included in the price, no additional payment for this additional excavation, as excavation, will be made. If the foundation is paid by the cubic yard or other specific item of proposal, such price for foundation shall include excavation therefore. Excavation for underdrain is included in price for underdrain.

Where the plans, Proposal or Special Provisions indicate certain foundations, they will be constructed and paid for as indicated.

Where the soil in subgrade is found to be soft, loose or freshly-filled earth, or unstable or unsuitable as a base for the proposed sewer or structure, the Engineer may, in his discretion, order it excavated to such depth and width as he may deem proper and replaced with gravel, crushed stone, concrete, plank or similar materials as he may direct.

If the excavation for foundation is made wider or deeper than required or ordered, or if excavation for concrete on sides of pipe is made wider than required or ordered, then no additional payment for the additional quantities of excavation or for additional foundation or side filling materials will be made, if being assumed that the added space was excavated for the convenience of, or by error of, the contractor.

- 403.06 Length of Trench and Space Occupied: Trenches must be constructed with a minimum of inconvenience and danger to the public and all other parties. To that end, the length of trench opened at any time, from point where ground is being broken to completed backfill and temporary surfacing, and also the amount of space in streets or public and private lands occupied by trench soil banks, equipment and supplies, shall to exceed the space or spaces considered reasonably necessary and expedient by the Engineer. In determining the length of open trench, the space for equipment, materials, supplies, etc. needed, the Engineer will consider the nature of the street or land where work is being done, depth and width of trench, types and methods of construction and equipment being used, inconvenience to the public or to private parties, possible dangers, limits or rights-of-way and other proper matters.

The Contractor must keep streets and premises near the work free from unnecessary obstructions, debris, etc. The Engineer may, at any time order all equipment, materials, surplus from excavations, debris, etc., lying outside reasonable limits of space, promptly removed; and should the Contractor fail to remove such materials within three days after notice to remove same, the Engineer may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor's expense, and may deduct the costs thereof from payment which may be or may become due to the contractor under this Contract. In any cases when public safety urgently demands it, the Engineer may cause such materials to be removed without prior notice.

Trenches shall be excavated with approximately vertical sides between the elevation of the center of the pipe and an elevation one foot above the top of the pipe.

- 403.07 Dimensions of Trenches: Trenches shall be excavated to the lines indicated on contract drawings or as described for any particular structure by any contract document. In general, room shall be allowed for installing the pipe or other structure, for making and inspecting joints in pipe, for placing and compacting fill around and on both sides of pipe, for draining and pumping as needed, for removal of unsuitable materials, and for any other purpose incidental to the fulfillment of the Contract and these specifications.

Care must be taken to excavate to correct line, grade and width at all points.

In general, sides of trenches must be not less than four inches from outside of barrel of all pipe eight inches or less in size, six inches from outside of barrel of pipe ten inches or larger in size, or as shown by contract drawings. Except as otherwise provided, excavation shall conform closely to the form and grade of the bottom of the pipe or foundation required. To accomplish this, the Engineer may require that no earth shall be excavated by machinery nearer than six inches to the finished subgrade, and the last six inches of excavation in earth shall be carefully removed by hand labor to the exact lines and grade required, immediately prior to laying pipe or underdrain or building bottom of structure.

- 403.08 Extent of Open Excavation: The extent of excavation open at any one time will be controlled by the conditions, but shall always be confined to the limits prescribed by the Engineer. At no time shall the extend of the open excavation go beyond two structures.
- 403.09 Trench Excavation in Fill: If pipe is to be laid in embankments or other recently filled material, the material shall first be placed to the top of the fill or to a height of at least one foot above the top of the pipe, whichever is the lesser. Particular care shall be taken to ensure maximum consolidation of material under the pipe location. The pipe trench shall be excavated as though in undisturbed material.
- 403.10 Unauthorized Excavation: If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled at the Contractor's expense with $\frac{3}{4}$ " crushed stone if the excavation was for a pipeline not having a concrete cradle or encasement, or with Class B concrete if the excavation was for a masonry structure.
- 403.11 Cutting of Pavement: When the trench lies within a paved area, the trench shall be cut with an approved tool. All cuts shall be made to straight lines and shall be parallel and/or perpendicular to the center line of the trench.
- 403.12 Bridging Trenches: The Contractor shall, at no cost, provide suitable and safe bridges and other crossings where required for the accommodation of travel, and to provide access to private property during construction, and shall remove said structures thereafter.
- 403.13 Obstacles: Some obstructions, obstacles, or difficulties in the path of the work anticipated, or in the performance of the work, may have been indicated by drawings, Special Provisions, or in other contract documents. The omission of any indication or mention of any obstruction, obstacle or difficulty which a reasonable and careful contractor, bidder, or estimator might have anticipated, or any question as to adequacy of such indication as given, shall not entitle the Contractor to any extra or additional compensation for any loss or expense occasioned directly or indirectly by such obstruction, etc., not to any extension of time or waiver of any requirement of the Contract and Specifications. The Contractor shall be understood to have entered into the Contract with full knowledge that in any work involving excavation, operation in public highways or adjacent to other developments, some unforeseen obstacle, difficulties, unforeseen soil or ground water conditions, etc., may be encountered, and that the Contractor has included in the bid and contract obligations the assumptions of the risks and cost to which such obstacles, etc. may subject the bid.

The Town will make arrangements for clearance or avoidance of permanent obstruction by pipes and structures of public utilities and of public bodies, except as otherwise indicated on drawings or contract documents, where such obstruction is found in the space to be occupied by the pipe or structure to be built under the Contract. The Town will not assume the cost of temporary removal, support, protection, etc. of pipes, poles, and other structures which do not occupy the space to be occupied by the pipe or structure to be built for the Town, where removal, support, protection, etc. of such pipes, poles or structures is desired for the convenience of, or to save expense to, or to accommodate the equipment of the Contractor.

403.14 Ends of Certain Pipes to be Sealed: If any pipe, drain, culvert, connection or similar conduit is encountered and cut off or cut through incidental to the construction of the work, and if the said drain, etc. is not to continue to function or be used, the open end or ends of such pipes shall be securely and tightly closed by an adequate cover or bulkhead as directed by the Engineer. Except as a specific price for such closings was fixed in the Proposal, the cost of such covers, bulkheads, and the setting of them shall have been included in the price of prices bid for various other portions of the work in the Proposal and no additional payment will be made therefore.

In removing existing pipes or other structures, the Contractor shall use care to avoid damage to materials, and the Engineer shall include for payment only those new materials which are necessary to replace those unavoidably damaged.

The structures to which the provisions of the preceding three paragraphs shall apply include pipes, wires, and other structures which (a) are not indicated on the drawings or otherwise provided for, (b) encroach upon or are encountered near the substantially parallel to the edge of the excavation, and (c) in the opinion of the Engineer will impede progress to such an extent that satisfactory construction cannot proceed until they have been changed in location, removed (to be later restored), or replaced.

When fences interfere with the Contractor's operations, the Contractor shall remove and (unless otherwise specified) later restore them to at least as good condition as that in which they were found immediately before the work was begun, all without additional compensation. The restoration of fences shall be done as promptly as possible and not left until the end of the construction period.

403.15 Excavation Near Existing Structures: Attention is directed to the fact that there are pipes, drains, and other utilities in certain locations. Some of these have been indicated on the drawings, but no attempt has been made to show all of the services, and the completeness or accuracy of the information given is not guaranteed.

As the excavation approaches pipes, conduits, or other underground structures, digging by machinery shall be discontinued and the excavation shall be done by means of hand tools, as directed. Such manual excavation, when incidental to normal excavation, shall be included in the work to be done under items involving normal excavation.

Where determination of the exact location of a pipe or other underground structure is necessary for doing the work properly, the Contractor may be required to excavate test pits to determine such locations. When such test pits may be properly considered as incidental to other excavation, the Contractor shall receive no additional compensation, the work being understood to be included as a part of the excavation. When the Engineer orders test pits beyond the limits of excavation considered as part of the work, such test pits shall be paid for as specified under MEASUREMENT AND PAYMENT.

403.16 Protection of Existing Structures: All existing pipes, poles, wires, fences, curbing, property-line markers, and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated shall be carefully supported and protected from injury by the Contractor. Should such items be injured, they shall be restored by the Contractor, without compensation therefore, to at least as good condition as that in which they were found immediately before the work was begun.

403.17 Relocation and Replacement of Existing Structures: Whenever the Contractor encounters certain existing structures as described below and is so ordered in writing, the Contractor shall do the whole or such portions of the work as he may be directed, to change the location of, remove and later restore, replace such structures, or to assist the owner thereof in so

doing. For all such work, the Contractor shall be paid under such items of work as may be applicable, otherwise as Extra Work.

403.18 Payment: This item will not be paid for separately. Rather, payment for earth trench excavation and the disposal of surplus excavated material shall be included in the unit price or lump sum price of the item associated therewith.

404.0 TRENCH DEWATERING

404.1 General: To ensure proper conditions at all time during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdown) with which to intercept and/or remove promptly and dispose properly of all water entering trenches and other excavations. Such excavations shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged.

All water pumped or drained from the work shall be disposed of in a suitable manner without undue interference with other work, damage to pavements, other surfaces, or property. Suitable temporary pipes, flumes, or channels shall be provided for water that may flow along or across the site of the work.

404.2 Temporary Underdrains: Temporary Underdrains, if used, shall be laid in trenches beneath the grade of the structure. Trenches shall be of suitable dimensions to provide room for the chosen size of underdrain and its surrounding gravel. Underdrain pipe shall be acceptable PVC or ADS pipe of standard thickness. Sewer pipe of the quality known as "seconds" will be acceptable.

Underdrains, if used, shall be laid at an approved distance below the bottom of the normal excavation wrapped in Mirafi 140 or equal as outlined in Section 409.05 of these specifications, and entirely surrounded by graded gravel or crushed stone to prevent the admission of sand or other soil into the underdrains. The distance between the top of the bell of the underdrain pipe shall be at least three (3) inches unless otherwise permitted. The space between the underdrain and the pipe or structure shall be filled and crushed stone which shall be rammed, if necessary, and left with a surface suitable for laying the pipe or building the structure.

404.3 Drainage Wellpoint System: If required, the Contractor shall dewater the excavations by means of an efficient drainage system which will drain the soil and prevent saturated soil from flowing into the excavation. The wellpoints shall be designed especially for this type of service. The pumping unit shall be designed for use with the wellpoints and shall be capable of maintaining a high vacuum and of handling large volumes of air and water at the same time.

If required, the installation of the wellpoints and pump shall be done under the supervision of a competent representative of the manufacturer. The Contractor shall do all special work such as surrounding the wellpoints with sand or gravel or other work which is necessary for the wellpoint system to operate for the successful dewatering of the excavations.

404.4 Payment: This item will not be paid for separately. Rather, payment for trench dewatering shall be included in the unit price of the item associated therewith.

405.0 BACKFILLING AND CONSOLIDATION

405.1 General: In general, and unless other material is indicated on the drawings or specified, material used for backfilling trenches and excavations around structures shall be suitable material which was removed in the course of making the construction excavations.

Frozen materials shall not be placed in the backfill nor shall backfill be placed upon frozen material. Previously frozen material shall be removed, or shall be otherwise treated as required before new backfill is placed.

405.2 Backfilling around Structures: The Contractor shall not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected without distortion, cracking, or other damage. As soon as practical after the structures are structurally adequate and other necessary work has been done, special leakage tests, if required, shall be made. Promptly after the completion of such tests, the backfilling shall be started and then shall proceed until its completion. The best of the excavated materials shall be used in backfilling within two feet of the structure. Unequal soil pressures shall be avoided by depositing the material evenly around the structure.

405.3 Backfilling Pipe Trenches: As soon as practicable after the pipes have been laid and the joints have acquired a suitable degree of hardness, if applicable, or the structures have been built and are structurally adequate to support the loads, including construction loads to which they will be subjected, the backfilling shall be started, and thereafter it shall proceed until its completion in accordance with pipe manufacturer recommendations.

With the exception mentioned below in this paragraph, trenches shall not be backfilled at pipe joints until after that section of the pipeline has successfully passed any specified tests required. Should the contractor wish to minimize the maintenance of lights and barricades and the obstruction of traffic, the contractor may, at his own risk, backfill the entire trench, omitting or including backfill at joints as soon as practicable after the joints have acquired a suitable degree of hardness, if applicable, and the related structures have acquired a suitable degree of strength. The contractor shall, however, be responsible for removing and later replacing such backfill at no cost should the contractor be ordered to do so in order to locate and repair or replace leaking or defective joints or pipe.

a. Materials: The nature of the materials will govern both their acceptability for backfill and the methods best suited for their placement and compaction in the backfill. The materials and methods shall both be subject to the approval and direction of the Engineer. No stone or rock fragment larger than 12 inches in greatest dimension shall be placed in the backfill nor shall large masses of backfill material be dropped into the trench in such a manner as to endanger the pipeline. If necessary, a timber grillage shall be used to break the fall of material dropped from a height of more than five feet. Pieces of bituminous pavement shall be excluded from the backfill unless their use is expressly permitted, in which case they shall be broken up as directed.

b. Ho Pac Trench Consolidation: Where the trench backfill is consolidated by the "Ho Pac" method and the depth of the trench from the road or ground surface to the top of the pipe exceeds ten feet, the trench backfill shall be placed and consolidated in two lifts of equal depth.

The approved backfill material shall be placed and compacted at a moisture content between four and eight percent (based on dry density, by weight), or with two percent of the optimum

moisture content as determined by the moisture density relationship test specified in ASTM D 1557, at the option of the Engineer. Compaction shall be by a "Ho Pac" vibratory compactor or approved equal, operating at a frequency between ten and 40 Hertz, placed directly on the backfill surface, and applied with the maximum practical force applicable by the backhoe to which it is attached. Compaction effort shall be continued until no further visible settlement occurs.

c. Miscellaneous Requirements: Whatever method of compacting backfill is used, care shall be taken that stones and lumps shall not become nested and that all voids between stones shall be completely filled with fine material. Only approved quantities of stone and rock fragments shall be used in the backfill. The Contractor shall, as part of the work done under the items involving earth excavation and rock excavation as appropriate, furnish and place all other necessary backfill material.

All voids left by the removal of sheeting shall be completely backfilled with suitable materials, thoroughly compacted.

Where required, excavated material which is acceptable to the Engineer for surfacing or pavement sub base shall be placed at the top of the backfill to such depths as may be specified elsewhere or as directed. The surface shall be brought to the required grade and stones raked out and removed.

405.4

Embankments Over Pipe: Where the top of the pipe is less than three feet below the surface of the ground, additional fill shall be placed to form an embankment to cover and protect the pipe. The top of such embankment shall not be less than three feet above the top of the pipe and not less than one foot wider than the outside diameter of the pipe, with side slopes no steeper than one and one half horizontal to vertical, or of such section as may have been indicated by drawings. Such embankments shall be made of suitable dry earth, well compacted. Embankments must be maintained to the full required dimensions during the maintenance period of the Contract, and any settlement, washout, or deficiency occurring or found during that time shall be rectified and embankments brought up to the required height, width and slopes.

In general, such embankments may be made with materials excavated on the job and not used for backfill elsewhere. Should there not be sufficient surplus material for embankments, or should it be unsuitable or inconveniently located, the Contractor shall secure and provide sufficient suitable material. In any case, where the Town has provided borrow pits from which the Contractor may obtain filling material, the Contractor must conform to the conditions for excavating and moving such material as established by acts of the Town in obtaining such rights, and by indications on drawings or in other contract documents.

Openings through embankments for the passage of water and other purposes will be provided as indicated on drawings or elsewhere, or as ordered.

Grass shall be seeded or turf placed on embankments if, where, and as provided in contract documents. In general, if grassing is not required, the Contractor may, at his option, grass embankments to facilitate his maintenance. The Engineer may order grassing where not otherwise required under the general provisions for additional work if he deems proper.

Care shall be taken that sewer and appurtenances are not damaged by equipment or methods used for making and maintaining embankments.

Except as specific provisions may have been made in the Proposal for a particular contract, no payment other than prices bid for pipe will be paid for building and maintaining embankments or securing material therefore.

If, however, a price per cubic yard was established by the Proposal for filling material placed in embankments and/or in fills at side of embankment to avoid the formation of depressions there, the quantity of such filling material will be estimated and paid as the actual quantity placed, up to, but not exceeding the lines or sections required, measured after the embankment or fill has been made.

- 405.5 Material for Filling and Embankments: Approved selected materials available from the excavations and not required for backfill around pipes or against structures may be used for filling and building embankments, except as otherwise specified. Material needed in addition to that available from construction operations shall be obtained from approved gravel banks or other approved deposits. The Contractor shall furnish, at no cost, all borrowed material needed on the work.

All material, whether from the excavations or from borrow, shall be of such nature that after it has been placed and properly compacted it will make a dense, stable fill. It shall not contain vegetation, masses of roots, individual roots more than 18 inches long or more than one half inch in diameter, stones over six inches in diameter, or porous matter. Organic matter shall not exceed minor quantities and shall be well distributed.

- 405.6 Preparation of Subgrade: The Contractor shall remove loam and topsoil, loose vegetable matter, stumps, large roots, etc. from areas upon which embankments will be built or material will be placed for grading. The subgrade shall be shaped as indicated on the drawings and shall be so prepared by forking, furrowing, or plowing so that the first layer of the new material placed thereon will be well bonded to it.

- 405.7 Placing and Compacting Material: After the subgrade has been prepared as hereinbefore specified, the material shall be placed thereon and built up in successive layers until it has reached the required elevation.

Layers shall not exceed 12 inches in thickness before compaction. In embankments at structures, the layers shall have a slight downward slope away from the structure. In other embankments, the layers shall be slightly dished toward the center. In general, the finer and less pervious materials shall be placed against the structures or in the center, and the coarser and more pervious materials, upon the outer parts of embankments.

Each layer of material shall be compacted by the use of approved rollers or other approved means so as to secure a dense, stable and thoroughly compacted mass. At such points as cannot be reached by mobile mechanical equipment, the materials shall be thoroughly compacted by the use of suitable power driven tampers.

Previously placed or new materials shall be moistened by sprinkling, if required, to ensure proper bond and compaction. No compacting shall be done when the material is too wet, from either rain or too great an application of water, to compact it properly. At such times, the work shall be suspended until the previously placed and new materials have dried out sufficiently to permit proper compaction.

- 405.8 Compaction Test: When, in the opinion of the Engineer, such tests are necessary, the Contractor shall have compaction density tests taken by an approved independent laboratory. Ninety five percent of the maximum density determined in accordance with AA SHOT 180 Method D shall be achieved.
- 405.9 Payment: This item will not be paid for separately. Rather, payment for backfilling and consolidation shall be included in the unit price or lump sum price of the item associated therewith.

406.0 PIPES AND CULVERTS

406.1 General: These items shall conform to Section 6.51 CULVERTS of the Form 816, modified as follows:

Trench excavation, dewatering, and backfill for these items shall be according to Section 403.0 EARTH TRENCH EXCAVATION, Section 404.0 TRENCH DEWATERING, and Section 405.0 BACKFILLING AND CONSOLIDATION of these specifications.

406.2 Method of Measurement: There will be no direct measurement for trench excavation and there will be no measurement for payment for gravel fill, bedding material, or for the cost of connecting proposed drainage systems with existing systems, but the cost thereof shall be included in the contract unit price per linear foot for the size and type of pipe being installed.

406.3 Basis for Payment: The work under these items will be paid for at the contract unit price per linear foot of pipe and size specified, complete in place including trench excavation, gravel fill, bedding material and all other materials, equipment, tools, and labor incidental thereto.

407.0 CATCH BASINS AND DROP INLETS

407.1 General: These items shall conform to Section 5.07 CATCH BASINS, MANHOLES, AND DROP INLETS of the Form 816, modified as follows:

Trench excavation, dewatering, and backfill for these items shall be according to Section 403.0 EARTH TRENCH EXCAVATION, Section 404.0 TRENCH DEWATERING, and Section 405.0 BACKFILLING AND CONSOLIDATION of these specifications.

Manholes shall not be included under this item, but shall conform to Section 508.0 MANHOLES of these specifications.

407.2 Method of Measurement: There will be no direct measurement for trench excavation in the installation of the various drainage appurtenances.

407.3 Basis of Payment: The work under these items shall be paid for at the unit contract price each for type of catch basins and drop inlets complete in place and shall include all materials, tools, equipment, and labor necessary to complete the excavation and installation of units in conformity with the plans, or as specified.

509.0 RESET MANHOLE

509.1 General: Under this item shall be included the alteration or reconstruction of existing storm drain, sanitary, or utility manholes in conformity with the lines, grades, dimensions, and details shown on the plans, or as ordered, and in accordance with the provisions of these specifications for the various materials and work which constitute the completed structure.

509.2 Construction Methods: Frames, covers and tops which are to be reset shall be removed from their present beds, the walls or sides shall be rebuilt to conform to the requirements of the new construction and the tops, frames and covers reset, or the grates or covers may be raised by extensions of suitable height approved by the Engineer.

Resetting tops, frames and covers will be measured as units. When resetting tops, frames and covers, there will be no measurement for excavation; cutting, removal and replacement of pavement; pervious material and backfill.

509.3 Payment: Reset Units will be paid for at the contract unit price each for "Reset Manhole," of the type specified, respectively, complete in place, which price shall include excavation, pervious material, backfill, cutting of pavement, removal and replacement of pavement structure, extensions, concrete masonry units, mortar, and all materials, equipment, tools and labor incidental thereto.

510.0 ADJUSTMENT OF WATER AND GAS GATE BOXES

- 510.1 Description: The Contractor shall adjust to final grade, the water and gas gate boxes and covers appurtenant to the water mains and gas main as required and furnish and install extension rings, extension stems, air valve extensions, covers, and additional top or bottom sections if necessary, as shown on the Contract Drawings or as directed by the Engineer in accordance with these specifications.
- 510.2 Materials: The Contractor shall furnish standard Metropolitan District Commission cast iron Dwyer type gate box sections as required and extension stems if necessary for adjustment of water gate boxes
- Gas gate box materials shall comply with the requirements of Connecticut Natural Gas or the associated utility company.
- All additional materials, including any resurfacing materials and any additional fill required, shall be furnished and placed by the Contractor. Gravel shall conform to Article M.02.01.
- 510.3 Construction Methods: The Contractor shall carefully excavate around the gate boxes, remove the boxes, install extension stems and air valve extensions, if necessary, reinstall the present gate box if reusable, adjust the box to final grade using extension rings if applicable, and refill the excavation. Care shall be taken to prevent material from filling the inside of the gate box.
- Extension stems will be required for water gates if the gate box is raised 24-inches or more. Extension stems shall be fabricated according to the detail shown on sheet WS-25 of the Metropolitan District Commission's "Developers Manual."
- Any damage done to the utilities facilities by the Contractor shall be repaired or replaced by the Contractor at his expense.
- 510.4 Method of Measurement: The number of adjust water gate box or adjust gas gate box, complete with extension stems, air valve extensions, gate box extension rings, covers, and additional top or bottom sections, if necessary, will be measured for payment shall be the actual number of each box reset.
- 510.5 Basis of Payment: This work will be paid for at the contract unit price listed in the bid proposal for "Adjust Water Gate Box" or "Adjust Gas Gate Box" complete in place, which price shall include the cost of furnishing material, including labor and equipment to incorporate them into the work. It shall also include the clearing, trenching and disposal of excavated materials, refilling trenches, furnishing the additional material for refilling, grading, sheeting, bracing, and pumping.

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of the State of _____
_____, doing business as _____
_____.

To the Town of Glastonbury (hereinafter called "Town").

In compliance with your Invitation to Bid, the Bidder hereby proposed to furnish materials and/or services as per Bid Number GL-2012-04 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

The Bidder acknowledges receipt of the following:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

It is the responsibility of the Bidder to check the Town's website for any Addendum before submitting the bid.

**GRISWOLD STREET PAVEMENT REHABILITATION
 BID PROPOSAL**

BID #GL-2012-04

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	Preparation of Site in accordance with Section 002.0 of the Detailed Construction Specifications	Lump Sum	\$ _____/L.S.	\$ _____
2.	Fine Milling (0 to 4") in accordance with Section 105.0 of the Detailed Construction Specifications	17,700 S.Y.	\$ _____/S.Y.	\$ _____
3.	Earth Excavation in accordance with Section 106.0 of the Detailed Construction Specifications	1,600 C.Y.	\$ _____/C.Y.	\$ _____
4.	Cut Bituminous Concrete Pavement in accordance with Section 106.0 of the Detailed Construction Specifications	200 L.F.	\$ _____/L.F.	\$ _____
5.	Formation of Subgrade in accordance with Section 107.0 of the Detailed Construction Specifications	3,000 S.Y.	\$ _____/S.Y.	\$ _____
6.	Subbase in accordance with Section 108.0 of the Detailed Construction Specifications	900 C.Y.	\$ _____/C.Y.	\$ _____
7.	Processed Stone Base in accordance with Section 109.0 of the Detailed Construction Specifications	20 C.Y.	\$ _____/C.Y.	\$ _____
8.	Bituminous Concrete Superpave 0.25" in accordance with Section 112.0 of the Detailed Construction Specifications	360 Ton	\$ _____/Ton	\$ _____
9.	Bituminous Concrete Superpave 0.375" in accordance with Section 112.0 of the Detailed Construction Specifications	2,550 Ton	\$ _____/Ton	\$ _____
10.	Bituminous Concrete Superpave 0.5" in accordance with Section 112.0 of the Detailed Construction Specifications	850 Ton	\$ _____/Ton	\$ _____
11.	Material for Tack Coat in accordance with Section 112.0 of the Detailed Construction Specifications	2,100 Gal.	\$ _____/Gal.	\$ _____
12.	Asphalt Adjustment Cost in accordance with Section 115.0 of the Detailed Construction Specifications	1 EST	\$ <u>5,000.00</u> /EST.	\$ <u>5,000.00</u>
13.	Bituminous Concrete Lip Curbing in accordance with Section 120.0 of the Detailed Construction Specifications	7,700 L.F.	\$ _____/L.F.	\$ _____

**GRISWOLD STREET PAVEMENT REHABILITATION
 BID PROPOSAL**

BID #GL-2012-04

ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
14.	Bituminous Concrete Park Curbing in accordance with Section 120.0 of the Detailed Construction Specifications	2,600 L.F.	\$ _____/L.F.	\$ _____
15.	Reset Stone Curbing in accordance with Section 130.0 of the Detailed Construction Specifications	200 L.F.	\$ _____/L.F.	\$ _____
16.	Partial Depth Pavement Patch in accordance with Section 140.0 of the Detailed Construction Specifications	400 S.Y	\$ _____/S.Y.	\$ _____
17.	Concrete Sidewalks in accordance with Section 201.0 of the Detailed Construction Specifications	2,800 S.F.	\$ _____/S.F.	\$ _____
18.	Pedestrian Ramp in accordance with Section 201.0 of the Detailed Construction Specifications	21 Each	\$ _____/EA.	\$ _____
19.	Grading and Topsoiling in accordance with Section 204.0 of the Detailed Construction Specifications	2,900 S.Y.	\$ _____/S.Y.	\$ _____
20.	Turf Establishment in accordance with Section 205.0 of the Detailed Construction Specifications	2,900 S.Y.	\$ _____/S.Y.	\$ _____
21.	Sodding in accordance with Section 206.0 of the Detailed Construction Specifications	50 S.Y.	\$ _____/S.Y.	\$ _____
22.	Permanent Driveway Repairs in accordance with Section 215.0 of the Detailed Construction Specifications	630 S.Y.	\$ _____/S.Y.	\$ _____
23.	Remove and Reset Brick Pavers in accordance with Section 216.0 of the Detailed Construction Specifications	50 S.F.	\$ _____/S.F.	\$ _____
24.	Sedimentation Control Sack in accordance with Section 250.0 of the Detailed Construction Specifications	6 Each	\$ _____/EA.	\$ _____
25.	Calcium Chloride for Dust Control in accordance with Section 260.0 of the Detailed Construction Specifications	1.5 TON	\$ _____/TON	\$ _____
26.	Water for Dust Control in accordance with Section 270.0 of the Detailed Construction Specifications	50 MGAL	\$ _____/MGAL	\$ _____

**GRISWOLD STREET PAVEMENT REHABILITATION
 BID PROPOSAL**

BID #GL-2012-04

ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
27.	Maintenance and Protection of Traffic in accordance with Section 301.0 of the Detailed Construction Specifications	Lump Sum	\$ _____/L.S.	\$ _____
28.	Trafficperson (Uniformed Flagger) in accordance with Section 302.0 of the Detailed Construction Specifications	480 Hour	\$ _____/HR.	\$ _____
29.	Trafficperson (Police Officer) in accordance with Section 302.0 of the Detailed Construction Specifications	1 EST	\$ <u>15,000.00</u> /EST.	\$ <u>15,000.00</u>
30.	Barricade Warning Lights High Intensity in accordance with Section 305.0 of the Detailed Construction Specifications	1,200 Day	\$ _____/Day	\$ _____
31.	Traffic Cone in accordance with Section 306.0 of the Detailed Construction Specifications	40 Each	\$ _____/EA.	\$ _____
32.	Traffic Drum in accordance with Section 307.0 of the Detailed Construction Specifications	40 Each	\$ _____/EA.	\$ _____
33.	Construction Barricade Type III in accordance with Section 308.0 of the Detailed Construction Specifications	12 Each	\$ _____/EA.	\$ _____
34.	Opposing Traffic Lane Divider in accordance with Section 309.0 of the Detailed Construction Specifications	8 Each	\$ _____/EA.	\$ _____
35.	Construction Signs Type III Reflective Sheeting in accordance with Section 310.0 of the Detailed Construction Specifications	250 S.F.	\$ _____/S.F.	\$ _____
36.	Sign Face Sheet Aluminum Type III Reflective Sheeting in accordance with Section 312.0 of the Detailed Construction Specifications	15 S.F.	\$ _____/S.F.	\$ _____
37.	4-inch Yellow Painted Pavement Markings in accordance with Section 315.0 of the Detailed Construction Specifications	5,000 L.F.	\$ _____/L.F.	\$ _____
38.	4-inch Yellow Epoxy Resin Pavement Markings in accordance with Section 320.0 of the Detailed Construction Specifications	12,000 L.F.	\$ _____/L.F.	\$ _____

**GRISWOLD STREET PAVEMENT REHABILITATION
 BID PROPOSAL**

BID #GL-2012-04

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
39.	4-inch White Epoxy Resin Pavement Markings in accordance with Section 320.0 of the Detailed Construction Specifications	200 L.F.	\$ _____/L.F.	\$ _____
40.	Epoxy Resin Pavement Markings Symbols and Legends in accordance with Section 320.0 of the Detailed Construction Specifications	3,075 S.F.	\$ _____/S.F.	\$ _____
41.	Loop Detector Sawcut in accordance with Section 330.0 of the Detailed Construction Specifications	75 L.F.	\$ _____/L.F.	\$ _____
42.	Concrete Handhole Type II in accordance with Section 340.0 of the Detailed Construction Specifications	1 Each	\$ _____/EA.	\$ _____
43.	Cast Iron Handhole Cover Type II in accordance with Section 340.0 of the Detailed Construction Specifications	1 Each	\$ _____/EA.	\$ _____
44.	Concrete Handhole Type II Extension in accordance with Section 340.0 of the Detailed Construction Specifications	1 Each	\$ _____/EA.	\$ _____
45.	15-inch Reinforced Concrete Pipe Class IV in accordance with Section 406.0 of the Detailed Construction Specifications	60 L.F.	\$ _____/L.F.	\$ _____
46.	Type 'C' Catch Basin in accordance with Section 407.0 of the Detailed Construction Specifications	3 Each	\$ _____/EA.	\$ _____
47.	Replace Type 'C' Catch Basin Top in accordance with Section 407.0 of the Detailed Construction Specifications	33 Each	\$ _____/EA.	\$ _____
48.	Convert Catch Basin To Type 'C' Catch Basin in accordance with Section 407.0 of the Detailed Construction Specifications	4 Each	\$ _____/EA.	\$ _____
49.	Convert Catch Basin To Manhole in accordance with Section 407.0 of the Detailed Construction Specifications	3 Each	\$ _____/EA.	\$ _____
50.	Reset Manhole in accordance with Section 509.0 of the Detailed Construction Specifications	5 Each	\$ _____/EA.	\$ _____

**GRISWOLD STREET PAVEMENT REHABILITATION
BID PROPOSAL**

BID #GL-2012-04

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
51.	Reset Water Gate in accordance with Section 510.0 of the Detailed Construction Specifications	12 Each	\$ _____/EA.	\$ _____
52.	Reset Gas Gate in accordance with Section 510.0 of the Detailed Construction Specifications	12 Each	\$ _____/EA.	\$ _____

TOTAL BID AMOUNT: \$ _____

WRITTEN BID AMOUNT: _____

OTHER ITEMS REQUIRED WITH SUBMISSION OF BID PROPOSAL:

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- _____ 1. Included Bid Bond as per Section 10 of the Information for Bidders.
- _____ 2. Included Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Section 17 of the Information for Bidders.
- _____ 3. Included Qualifications Statement as per Section 22 of the Information for Bidders.
- _____ 4. Included Non-Collusion Affidavit Form as per Section 23 of the Information for Bidders.
- _____ 5. Checked Town web site for Addendums and acknowledged Addendums on page BP-1.
- _____ 6. Acknowledged Code of Ethics on page BP-3.
- _____ 7. Clearly marked envelope with Bid Number, Date, and Time of opening.

**GRISWOLD STREET PAVEMENT REHABILITATION
BID PROPOSAL**

BID #GL-2012-04

**TOWN OF GLASTONBURY
BID / PROPOSAL**

DATE ADVERTISED

11/29/2011

GL # or RPGL #

DATE / TIME DUE

2012-04

**12/21/2011 at 11:00
A.M.**

NAME OF PROJECT

Griswold Street Pavement Rehabilitation

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDUMS POSTED PRIOR TO BID OPENING.

CODE OF ETHICS:

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes _____ No _____*

***Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.**

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation)

Attest

**ATTACHMENT A:
PREVAILING WAGE DOCUMENTATION**

General Decision Number: CT100004 10/14/2011 CT4

Superseded General Decision Number: CT20080004

State: Connecticut

Construction Type: Highway

County: Hartford County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/23/2010
2	04/30/2010
3	05/07/2010
4	06/04/2010
5	06/25/2010
6	07/02/2010
7	07/23/2010
8	07/30/2010
9	08/20/2010
10	10/08/2010
11	11/05/2010
12	04/22/2011
13	06/10/2011
14	06/17/2011
15	07/08/2011
16	10/07/2011
17	10/14/2011

BRCT0001-003 10/03/2011

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT		
MASONS, CEMENT FINISHERS,		
PLASTERERS, STONE MASONS....\$	32.50	23.55

CARP0024-005 05/02/2011

	Rates	Fringes
Carpenters: (Berlin, Bristol, Burlington, Canton, Marlborough, New Britain, Newington, Plainville, Southington)		
CARPENTERS; PILEDRIVERS.....\$	29.11	20.29
DIVER TENDERS.....\$	29.11	20.29
DIVERS.....\$	37.57	20.29

CARP0043-003 05/02/2011

	Rates	Fringes
Carpenters: (Avon, Bloomfied, East Granby, East Hartford,		

East Windsor, Enfield,
 Farmington, Glastonbury,
 Granby, Hartford, hartland,
 Manchester, Rocky Hill,
 Simsbury, South Windsor,
 Suffield, West Hartford,
 Wethersfield, Windsor,
 Windsor Locks)

CARPENTERS; PILEDRIVERS.....	\$ 29.11	20.29
DIVER TENDERS.....	\$ 29.11	20.29
DIVERS.....	\$ 37.57	20.29

 ELEC0035-002 06/01/2011

Rates Fringes

Electricians:

Entire County, excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington..	\$ 36.40	21.31
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 ELEC0090-001 06/01/2010

Rates Fringes

Electricians:

Berlin, Bristol, New Britain, Newington, Plainville, Southington.....	\$ 35.20	20.51
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 * ELEC0488-004 06/01/2011

Rates Fringes

Electricians:.....	\$ 35.10	22.26
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 ENGI0478-002 05/07/2011

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 35.05	19.40+a
GROUP 2.....	\$ 34.73	19.40+a
GROUP 3.....	\$ 33.99	19.40+a
GROUP 4.....	\$ 33.60	19.40+a
GROUP 5.....	\$ 33.01	19.40+a
GROUP 6.....	\$ 32.70	19.40+a
GROUP 7.....	\$ 32.36	19.40+a
GROUP 8.....	\$ 31.96	19.40+a
GROUP 9.....	\$ 31.53	19.40+a
GROUP 10.....	\$ 29.49	19.40+a
GROUP 11.....	\$ 29.49	19.40+a
GROUP 12.....	\$ 29.43	19.40+a
GROUP 13.....	\$ 30.96	19.40+a
GROUP 14.....	\$ 28.85	19.40+a
GROUP 15.....	\$ 28.54	19.40+a
GROUP 16.....	\$ 27.71	19.40+a
GROUP 17.....	\$ 27.30	19.40+a
GROUP 18.....	\$ 26.65	19.40+a

Hazardous waste premium \$3.00 per hour over classified rate.

Crane with 150 ft. boom (including jib): \$1.50 extra.
 Crane with 200 ft. boom (including jib): \$2.50 extra.
 Crane with 250 ft. boom (including jib): \$5.00 extra.
 Crane with 300 ft. boom (including jib): \$7.00 extra.
 Crane with 400 ft. boom (including jib); \$10.00 extra.

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Handling or Erecting Structural Steel or tone; Hoisting Engineer (2 drums or over); Front End Loader (7 cubic yards or over) Work Boat 26 ft. & over.

GROUP 2: Cranes (100 ton rated capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer).

GROUP 3: Excavator; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes. shaping, laser or GPS, etc.)

GROUP 4: Trenching machines; Lighter Derrick; Concrete Finishing Machine, cmi Machine or Similar; Koehring Loader Skooper).

GROUP 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming achine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell); Side Boom; Combination Hoe and Loader; Directional Driller.

GROUP 6: Front End Loader (3 cu. yds. up to 7 cubic yards); Bulldozer (Rough grade dozer).

GROUP 7: Asphalt Roller; Concrete Saws and Cutters (Ride on Types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).

GROUP 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welder; Work Boat Under 26 ft.; Transfer Machine.

GROUP 9: Front End Loader (under 3 cubic yards); Skid Steer Loader (regardless of attachments); (Bobcat or similar); Fork Lift; Power Chipper; Landscape Equipment (including Hydroseeder).

GROUP 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.

GROUP 11: Conveyor; Earth Roller; Power Pavement Breaker (Whiphammer); Robot Demolition Equipment.

GROUP 12: Wellpoint Operator.

GROUP 13: Portable Asphalt Plant Operator; Portable Concrete Plant Operator; Portable Crusher Plant Operator.

GROUP 14: Compressor Battery Operator.

GROUP 15: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL License)

GROUP 16: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).

GROUP 17: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater operator.

GROUP 18: Maintenance Engineer.

IRON0015-002 06/28/2010

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 33.00	26.58+a

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

LABO0056-003 04/03/2011

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.75	15.60
GROUP 2.....	\$ 26.00	15.60
GROUP 3.....	\$ 26.25	15.60
GROUP 4.....	\$ 26.75	15.60
GROUP 5.....	\$ 27.50	15.60
GROUP 6.....	\$ 27.75	15.60
GROUP 7.....	\$ 16.00	15.60

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-003 06/01/2011

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 41.35	16.35

PAIN0011-004 06/01/2011

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 32.17	16.35
Brush and Roll.....	\$ 29.17	16.35
Tanks, Towers, Swing.....	\$ 31.17	16.35

TEAM0064-005 04/03/2011

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 27.98	15.71+a
2 Axle.....	\$ 27.88	15.71+a
3 Axle Ready Mix.....	\$ 28.03	15.71+a
3 Axle.....	\$ 27.98	15.71+a
4 Axle Ready Mix.....	\$ 28.13	15.71+a
4 Axle.....	\$ 28.08	15.71+a
Heavy Duty Trailer 40 tons and over.....	\$ 28.33	15.71+a
Heavy Duty Trailer up to 40 tons.....	\$ 28.08	15.71+a
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 28.13	15.71+a

Hazardous waste removal work receives additional \$1.25 per hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: CT100016 10/14/2011 CT16

Superseded General Decision Number: CT20080016

State: Connecticut

Construction Type: Heavy

County: Hartford County in Connecticut.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/30/2010
2	05/07/2010
3	06/04/2010
4	07/02/2010
5	07/23/2010
6	07/30/2010
7	10/08/2010
8	11/05/2010
9	04/22/2011
10	06/03/2011
11	06/17/2011
12	07/08/2011
13	10/07/2011
14	10/14/2011

BRCT0001-012 10/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.50	23.55

 CARP0024-014 05/02/2011

Berlin, Bristol, Burlington, Canton, Marlborough, New Britain,
 Newington, Plainville and Southington

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 29.11	20.29

 CARP0043-005 05/02/2011

Avon, Bloomfield, East Branby, East Hartford, East Windsor,
 Enfield, Farmington, Glastonbury, Granby, Hartford, Hartland,
 Manchester, Rocky Hill, Simsbury, South Windsor, Suffield, West
 Hartford, Wethersfield, Windsor, Windsor Locks

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 29.11	20.29

 ELEC0035-006 06/01/2011

Entire County excluding Berlin, Bristol, Hartland, New Britain,

Newington, Plainville and Southington Townships

	Rates	Fringes
ELECTRICIAN.....	\$ 36.40	21.31

ELEC0090-005 06/01/2011Berlin, Bristol, New Britain, Newington, Plainville,
Southington Townships

	Rates	Fringes
ELECTRICIAN.....	\$ 35.70	21.52

* ELEC0488-005 06/01/2011

Hartland Township

	Rates	Fringes
ELECTRICIAN.....	\$ 35.10	22.26

ENGI0478-010 05/07/2011

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 33.01	19.40+a
Asphalt Roller.....	\$ 32.36	19.40+a
Asphalt Spreader.....	\$ 33.01	19.40+a
Bulldozer (Rough Grade Dozer).....	\$ 32.70	19.40+a
Bulldozer Fine Grade(includes slopes, shaping, laser or gps).....	\$ 33.99	19.40+a
Crane handling or erecting structural steel or stone...\$	35.05	19.40+a
Cranes (100 ton capacity & over).....	\$ 34.73	19.40+a
Cranes (under 100 ton rated capacity).....	\$ 33.99	19.40+a
Drills with self contained power units; Directional driller.....	\$ 33.01	19.40+a
Earth Roller.....	\$ 29.49	19.40+a
Excavator/Backhoe 2 cubic yards and over.....	\$ 34.73	19.40+a
Excavator/Backhoe under 2 cubic yards.....	\$ 33.99	19.40+a
Forklift.....	\$ 31.53	19.40+a
Front End Loader (3 cubic yards up to 7 cubic yards)..\$	32.70	19.40+a
Front End Loader (7 cubic yards or over).....	\$ 35.05	19.40+a
Front End Loader (under 3 cubic yards).....	\$ 31.53	19.40+a
Grader/Blade.....	\$ 33.99	19.40+a

Maintenance Engineer/Oiler...\$ 26.65 19.40+a
 Mechanic.....\$ 31.96 19.40+a

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

- b. Crane with boom, including jib, 150 feet - \$1.50 extra .
- Crane with boom, including jib, 200 feet- \$2.50 extra.
- Crane with boom, including jib, 250 feet - \$5.00 extra.
- Crane with boom, including jib, 300 feet - \$7.00 extra.
- Crane with boom, including jib, 400 feet - \$10.00 extra.

 IRON0015-007 06/28/2010

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.00	26.58+a

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

 LABO0056-006 04/03/2011

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 25.75	15.60
GROUP 2.....	\$ 26.00	15.60
GROUP 3.....	\$ 26.25	15.60
GROUP 4.....	\$ 26.75	15.60
GROUP 5.....	\$ 27.50	15.60
GROUP 6.....	\$ 27.75	15.60
GROUP 7.....	\$ 16.00	15.60

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

 PAIN0011-013 06/01/2010

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 28.47	15.40
Spray Only.....	\$ 31.47	15.40
Steel Only.....	\$ 30.47	15.40

 SUCT2002-009 12/16/2008

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.13	13.57
LABORER: Common or General.....	\$ 21.03	5.30
OPERATOR: Excavator.....	\$ 27.77	7.60
TRUCK DRIVER: 3 Axle & Semi - Truck.....	\$ 19.93	7.39

 TEAM0064-006 04/03/2011

	Rates	Fringes
TRUCK DRIVER: 4 Axle Truck.....	\$ 28.08	15.71+a

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

 --
 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

 --
 WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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U.S. Department of Labor
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Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

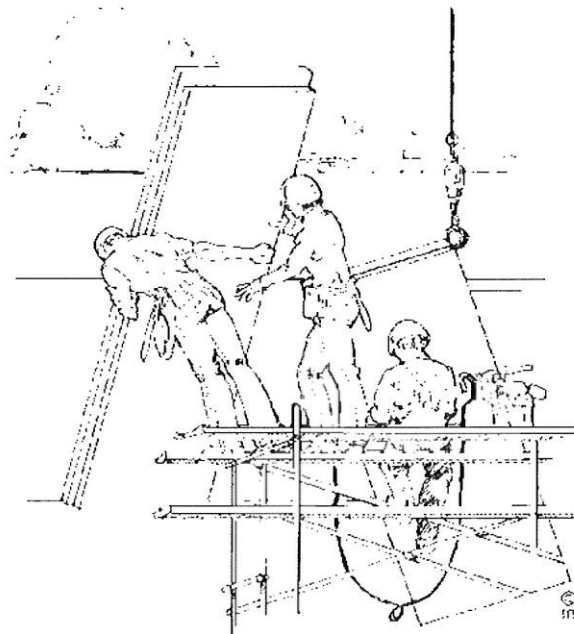
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

Statute 31-55a

Last Updated: April 22, 2010

You are here: [DOL Web Site](#) » [Wage and Workplace Standards](#) » Statute 31-55a

- Special Notice -

To All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

←-- [Workplace Laws](#)

Published by the Connecticut Department of Labor, Project Management Office

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.

(a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine

Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

CONNECTICUT DEPARTMENT OF LABOR
Wage and Workplace Standards Division

FOOTNOTES

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Plasters, Stone Masons
(Building Construction)
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Bricklayer (Residential- Fairfield County)

- a. Paid Holiday: If an employee works on Christmas Eve until noon he shall be paid for 8 hours.

Electricians

Fairfield County: West of the Five Mile River in Norwalk

- a. \$2.00 per hour not to exceed \$14.00 per day.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive workdays prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular workday preceding the holiday or the regular workday following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

♪ Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

Asbestos Insulator

- Handle, install, apply, fabricate, distribute, prepare, alter, repair, or dismantle heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

Carpenter

- Assembly and installation of modular furniture/furniture systems.
[New] a. Free-standing furniture is not covered. This includes: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two- position information access station, file cabinets, storage cabinets, tables, etc.
- Applies fire stopping materials on fire resistive joint systems only.
- Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings.
- Installation of curtain/window walls only where attached to wood or metal studs.

Cleaning Laborer

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

Delivery Personnel (Revised)

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

Electrician

- Installation or maintenance of telecommunication, LAN wiring or computer equipment.
- Low voltage wiring.

Fork Lift Operator

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

Glaziers

- Installs light metal sash, head sills, and 2-story aluminum storefronts.
- Installation of aluminum window walls and curtain walls is the 'joint work' of the Glaziers and Ironworkers classification which requires either a blended rate or equal composite workforce.

Ironworkers

- Handling, sorting, and installation of reinforcing steel (rebar).
- Installation of aluminum window walls and curtain walls is the "joint work" of the Glaziers and Ironworkers classification which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.
- Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.

Insulator

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

Lead Paint Removal

- Painter Rate
 1. Removal of lead paint from bridges.
 2. Removal of lead paint as preparation of any surface to be repainted.
 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer Rate
 1. Removal of lead paint from any surface NOT to be repainted.
 2. Where removal is on a *TOTAL* Demolition project only.

Roofers


- Preparation of surface, tear-off and/or removal of any type of roofing, and/or clean-up of any areas where a roof is to be relaid.

Sheet Metal Worker

- Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

Truck Drivers

- Truck Drivers delivering asphalt are covered under prevailing wage while on the site and directly involved in the paving operation.
- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

 Any questions regarding the proper classification should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd, Wethersfield, CT 06 109 at (860) 263-6543.

Project: Griswold Street Pavement Rehabilitation

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

H 15828

**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:

Project Town Glastonbury

FAP Number:

State Number: 53-184

Project: Griswold Street Pavement Rehabilitation

CLASSIFICATION

Hourly Rate

Benefits

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker

33.79

34% + 8.96

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons

32.50

23.55

2) Carpenters, Piledrivermen

29.11

20.29

2a) Diver Tenders

29.11

20.29

As of: Thursday, November 17, 2011

Project: Griswold Street Pavement Rehabilitation

3) Divers	37.57	20.29
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	41.35	16.35
4a) Painters: Brush and Roller	29.17	16.35
4b) Painters: Spray Only	31.47	15.40
4c) Painters: Steel Only	30.47	15.40
4d) Painters: Blast and Spray	32.17	16.35
4e) Painters: Tanks, Tower and Swing	31.17	16.35
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)	36.40	21.31

Project: Griswold Street Pavement Rehabilitation

6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection)	33.00	26.58 + a
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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	38.67	24.46
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----LABORERS---- - Last updated 4/27/11

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	25.75	15.60
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9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	26.00	15.60
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10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)	26.25	15.60
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	26.25	15.60
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12) Group 5: Toxic waste removal (non-mechanical systems)	27.75	15.60
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Project: Griswold Street Pavement Rehabilitation

13) Group 6: Blasters 27.50 15.60

Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe) 26.75 15.60

Group 8: Traffic control signalmen 16.00 15.60

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---- Last updated 4/27/11----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders 30.32 15.60 + a

13b) Brakemen, Trackmen 29.44 15.60 + a

----CLEANING, CONCRETE AND CAULKING TUNNEL----Last updated 4/27/11----

14) Concrete Workers, Form Movers, and Strippers 29.44 15.60 + a

Project: Griswold Street Pavement Rehabilitation

15) Form Erectors	29.74	15.60 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND
TUNNEL IN FREE AIR:----Last updated 4/27/11----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	29.44	15.60 + a
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17) Laborers Topside, Cage Tenders, Bellman	29.33	15.60 + a
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18) Miners	30.32	15.60 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----Last updated 4/27/11----

18a) Blaster	35.213	15.60 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	35.036	15.60 + a
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Project: Griswold Street Pavement Rehabilitation

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	33.268	15.60 + a
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21) Mucking Machine Operator	35.745	15.60 + a
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----TRUCK DRIVERS----(*see note below)

Two axle trucks	27.88	15.71 + a
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Three axle trucks; two axle ready mix	27.98	15.71 + a
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Three axle ready mix	28.03	15.71 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	28.08	15.71 + a
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Four axle ready-mix	28.13	15.71 + a
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Project: Griswold Street Pavement Rehabilitation

Heavy duty trailer (40 tons and over)	28.33	15.71 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.13	15.71 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	35.05	19.40 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	34.73	19.40 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	33.99	19.40 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	33.60	19.40 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	33.01	19.40 + a

Project: Griswold Street Pavement Rehabilitation

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	33.01	19.40 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	32.70	19.40 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	32.36	19.40 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	31.96	19.40 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	31.53	19.40 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	29.49	19.40 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	29.49	19.40 + a
Group 12: Wellpoint Operator.	29.43	19.40 + a

Project: Griswold Street Pavement Rehabilitation

Group 13: Compressor Battery Operator.	28.85	19.40 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	27.71	19.40 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	27.30	19.40 + a
Group 16: Maintenance Engineer/Oiler	26.65	19.40 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	30.96	19.40 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	28.54	19.40 + a

**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----Last updated 9/3/2010----

Project: Griswold Street Pavement Rehabilitation

20) Lineman, Cable Splicer, Dynamite Man 44.36 3% + 13.70

21) Heavy Equipment Operator 39.92 3% + 13.70

22) Equipment Operator, Tractor Trailer Driver, Material Men 37.71 3% + 13.70

23) Driver Groundmen 33.27 3% + 13.70

----LINE CONSTRUCTION----Last updated 4/17/09----

24) Driver Groundmen 30.92 6.5% + 9.70

25) Groundmen 22.67 6.5% + 6.20

26) Heavy Equipment Operators 37.10 6.5% + 10.70

Project: Griswold Street Pavement Rehabilitation

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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Project: Griswold Street Pavement Rehabilitation

Welders: Rate for craft to which welding is incidental.

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

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

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

As of: Thursday, November 17, 2011

Project: Griswold Street Pavement Rehabilitation

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.

**ATTACHMENT B:
REQUIRED STATE CONTRACT PROVISIONS**

1. Non-Collusion Affidavit
2. Exhibit A, Schedule 1 "Special Provisions, Disadvantaged Business Enterprises"
3. Exhibit A, Schedule 2 "Special Provisions, Small Business Participation Pilot Program"
4. Exhibit A, Schedule 3 "Required Contract Provisions"
5. Connecticut Required Contract Provisions, State of Connecticut

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

_____, being first
duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative or agent) of _____
_____, the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of
all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly with any other Bidder,
firm or person to submit a collusive or sham Bid in connection with the Contract for
which the attached Bid has been submitted or to refrain from Bidding in connection
with such Contract, or has in any manner, directly or indirectly, sought by agreement
or collusion or communication or conference with any other Bidder, firm or person to
fix the price or prices in the attached Bid or of any other Bidder, or to fix any
overhead, profit or cost element of the Bid price or the Bid price of any other Bidder
or to secure through any collusion, conspiracy, connivance or unlawful agreement any
advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder
or any of its agents, representatives, owners, employees, or parties in interest, including
this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me
this _____ day of _____ 20 ____

(Title)

My Commission expires _____, 20 ____.

Schedule 1

SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
FOR FEDERAL FUNDED PROJECTS

(For Municipal Advertised and Awarded Projects Only)
Revised – February 26, 2009

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

I. **ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION**

- A. “CDOT” means the Connecticut Department of Transportation.
- B. “DOT” means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (“FHWA”), the Federal Transit Administration (“FTA”), and the Federal Aviation Administration (“FAA”).
- C. “Broker” means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.
- D. “Contract,” “agreement” or “subcontract” means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. “Contractor,” means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.
- F. “Disadvantaged Business Enterprise” (“DBE”) means a small business concern:
 - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. “DOT-assisted Contract” means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. “Good Faith Efforts” means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation (“CFR”) Part 26 - “Guidance Concerning Good Faith Efforts,” a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

- I. “Small Business Concern” means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (“SBA”) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. “Socially and Economically Disadvantaged Individuals” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is -
 1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - ii. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.
- B. The Contractor shall cooperate with the Municipality, CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled “Participation by Disadvantaged Business

Enterprises in Department of Transportation Financial Assistance Programs” (“49 CFR Part 26”), as revised. The Contractor shall also cooperate with the Municipality, CDOT and DOT in reviewing the Contractor’s activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract

- C. The Contractor shall designate a liaison officer who will administer the Contractor’s DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT’s Division of Contract Compliance for the type(s) of work they will perform.
- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality, indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Municipality, detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:
 - 1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 - 2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 - 3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 - 4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.
 - 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

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

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Municipality requires the following

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
- B. The DBE contact goal percentage for the Project is 12% (Construction) and 0% (Construction Inspection). The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or Its affiliate can not be counted toward the goal.

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

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

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

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental Agreement must be submitted.
3. A statement addressing any special arrangements for manpower.

- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.
- G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate DBE is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.
- J. Each contract that the Municipality signs with a contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR part 26 in the award and administration of DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Municipality with:
 - 1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and
 - 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or

supplies obtained by the Municipality, Department of Transportation or Contractor.

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

- A. Contactors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
 - 1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
 - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the DEE goal. **Application form for Review of Pre-Award Good Faith Efforts is attached hereto.**

The application must include the following documentation:

- 1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;

2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

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

- B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to CDOT initiating unit for submission to the CDOT Division of Contract Compliance. CDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation the CDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the CDOT initiating unit for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**
- D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

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

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. it is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

- D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

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

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual
(DBE person, firm, association or organization)
contractual responsibility for the provision of the materials and/or supplies sought by _____.
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially use function in the supply process.

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

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)
My Commission Expires _____

CERTIFICATE OF CORPORATION

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

(Signature of Person Certifying)

(Date)

Schedule 2
SPECIAL PROVISIONS
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
(For Municipal Advertised and Awarded Projects Only)
Revised – February 3, 2009

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

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "ConnDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
 - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.
- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that

also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

- J. "Small Business Participation Pilot Program" means small businesses certified as a Disadvantaged Business Enterprise (DBE) firms by the Connecticut Department of Transportation; firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; firms certified by the United States Small Business Administration (USBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).
- K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
 - 1. Any individual who CONNDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 - 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.
- B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, CONNDOT and DOT in reviewing the Contractor's activities relating to this Special

Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

- C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.
- D. For the purpose of this "Special Provision", the SBPPP contractor/s named to satisfy the requirements must meet one of the following criteria;
 - 1. Certified as a Disadvantaged Business Enterprise (DBE) firm by the Connecticut Department of Transportation;
 - 2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
 - 3. Certified by the United States Small Business Administration (USSBA) as a 8(a) or SDB firm;
 - 4. Certified by the USSBA as a HUBZone firm; or
 - 5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).
- E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.
- F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:
 - 1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
 - 2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 - 3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 - 4. Provide documents to support contacts made with CONNDOT requesting assistance in satisfying the Contract specified goal.
 - 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately

document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

- H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

- A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.
- B. The SBPPP goal percentage for the project is 0%. The goal shall be based upon the total final contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. **Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.**

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

- C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPP(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

If the Contractor does not document commitments by the subcontracting and/or procurement of material and/or services that equal the goal the Contractor must submit a request for Good Faith Effort consideration along with the proposed SBPPP commitments.

- D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

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

In addition, the following documents are to be attached:

- 1 . An explanation indicating who will purchase material.
 - 2 . A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the Rental Agreement must be submitted.
 - 3 . A statement addressing any special arrangements for manpower.
- E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.
- F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.
- G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the SBPPP for the current quarter and to date.
- J. Each contract that the Municipality signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with:
- 1 . An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
 - 2 . Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A regular dealer is a firm that owns, operates, or

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

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

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

- A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:
 - 1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
 - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by SBPPPs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. SBPPPs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project may be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by CONNDOT. To obtain such an exception, the Contractor must submit an application to the

Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. **Application form for Review of Pre-Award Good Faith Efforts is attached hereto.**

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to SBPPPs;
5. a statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from SBPPPs in which they declined to bid;
8. a statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to CONNDOT's Division of Contract Compliance seeking SBPPP referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

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

- B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to CONNDOT initiating unit for submission to the CONNDOT Division of Contract Compliance. CONNDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the CONNDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the CONNDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration

meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.**

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

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

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by SBPPP firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a SBPPP goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBPPP participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain SBPPP participation sufficient to meet the SBPPP Contract goal. Mere pro forma efforts are not good faith efforts to meet the SBPPP Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a Contract goal (i.e., obtain a specified amount of SBPPP participation) in order to be awarded a Contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain SBPPP participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SBPPPs who have the capability to perform the work of the Contract. The bidder must solicit this interest within sufficient time to allow the SBPPPs to respond to the solicitation. The bidder must determine with certainty if the SBPPPs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by SBPPPs in order to increase the likelihood that the SBPPP goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate SBPPP participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested SBPPPs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested SBPPPs. It is the bidder's responsibility to make a portion of the work available to SBPPP subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBPPP subcontractors and suppliers, so as to facilitate SBPPP participation. Evidence of such negotiation includes the names,

addresses, and telephone numbers of SBPPPs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBPPPs to perform the work.

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

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

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

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

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

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

AFFIDAVIT FOR THE UTILIZATION OF

MATERIAL SUPPLIERS OR MANUFACTURERS

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

State Project No.

Federal Aid Project No.

Description of Project

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (SBPPP person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (SBPPP person, firm, association or organization)

is a certified Connecticut Department of Transportation SBPPP. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

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

contractual responsibility for the provision of the materials and/or supplies sought by _____.
(Municipality Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

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

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

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

(Signature of Person Certifying)

(Date)

Schedule 3

**FHWA-1273
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A) or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23

U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a

contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral. failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled park).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and

mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

- e The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and

Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are

herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore,

failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards

and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project: **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director,

Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A

participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 1. To the extent that qualified persons regularly residing in the area are not available.
 2. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 3. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**ATTACHMENT C:
CONSTRUCTION PLANS**