

TOWN OF TRUMBULL
THE HONORABLE VICKI A. TESORO,
FIRST SELECTMAN
PROJECT SPECIFICATIONS

FOR
RECONSTRUCTION OF MOOSE HILL ROAD
LOTCIP NO. L144-0001



JULY 2018

Prepared By:



89 Colony Street
Meriden, CT



Doron Dagan
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PROJECT SPECIFICATIONS

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DIVISION 00
BIDDING REQUIREMENTS

BIDDING INFORMATION

SECTION 00100
INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

1.1 Bidders may be investigated by OWNER to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of OWNER's or ENGINEER's request, written evidence of such information and data necessary to make this determination.

1.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure OWNER that the Work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is Committed may also be considered.

1.3 In evaluating Bids, OWNER will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.

1.4 OWNER reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

ARTICLE 2. COPIES OF CONTRACT DOCUMENTS

2.1 Complete sets of Contract Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

2.2 OWNER and ENGINEER in making copies of Contract Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the requirements of the Contract Documents.

3.2 Before submitting his/her Bid each Bidder may, at the his/her own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her Bid performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.3 On request, OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his/her Bid.

3.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements or on the Drawings.

3.5 Submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement of this Article 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding at all terms and conditions for performance of the Work.

ARTICLE 4. INTERPRETATIONS

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ARTICLE 5. PRE-BID CONFERENCE

5.1 No pre-bid conference will be held.

ARTICLE 6. BID SECURITY

6.1 In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds within the time specified, OWNER may determine that the Bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance shall be null and void and the Bid Security accompanying the Bid Form shall be forfeited to OWNER as liquidated damages for such failure or neglect and to indemnify said OWNER for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds as aforesaid, provided that the amount forfeited to OWNER shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible bidder and provided further that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned to him. After execution of the Agreement and acceptance of the bonds by OWNER, the Bid Security accompanying the Bid Form of the Successful Bidder will be returned.

ARTICLE 7. PERFORMANCE, PAYMENT AND OTHER BONDS

7.1 The successful bidder shall furnish a Construction Performance Bond and a Construction Payment Bond for 100% of the project bid amount and any other Bonds required by the Owner. Bonds shall be with a surety company acceptable to the Owner.

7.2 All Bonds required as Contract Security shall be furnished with the executed Agreement.

ARTICLE 8. BID FORMS

8.1 Each Bid shall be submitted on the Bid Form included in the Appendix to the Project Manual. The Bid Form shall be removed and submitted separately. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made.

8.2 The Bid Form shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words, and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

8.3 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.4 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.

8.5 All names shall be typed or printed below the signature.

8.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.7 The address to which communications regarding the Bid are to be directed shall be shown.

ARTICLE 9. RECEIPT OF BIDS

9.1 Sealed Bids for the work of this Contract will be received at the time and place indicated in the Invitation to Bid. The sealed bid shall consist of the following completed forms:

Bid Form

Non-Collusion Affidavit of Prime Bidder

Statement of Bidders Qualifications

References

Proposed Subcontractors

Bid Bond

Commission on Human Rights and Opportunities Contract Compliance Regulations – Notice to Bidders (CHRO-1 thru CHRO-5)

9.2 OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.

9.3 Bidders are cautioned that it is the responsibility of each individual bidder to assure that his/her bid is in the possession of the responsible official or his/her designated alternate prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.

ARTICLE 10. MODIFICATION AND WITHDRAWAL OF BIDS

10.1 Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.

10.3 Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw his/her Bid for a period of 120 days, excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

ARTICLE 11. AWARD OF CONTRACT

11.1 The Contract will be awarded to the lowest responsible and eligible Bidder (Successful Bidder). Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term “lowest responsible and eligible Bidder” as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill ability and integrity necessary to the faithful performance of the Work.

11.2 OWNER reserves the right to reject any and all Bids, to waive any and all informalities if it is in Owner’s best interest to do so, and the right to disregard all nonconforming, non-responsive or conditional Bids.

11.3 A Bid, which includes for any item a Bid Price that is abnormally low or high, may be rejected as unbalanced.

11.4 OWNER also reserves the right to reject the Bid of any Bidder that OWNER considers to be unqualified relative to Article 1 above.

11.5 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within 120 days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the Bids. All bids shall remain open for 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids but OWNER may, in his/her sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 12. EXECUTION OF AGREEMENT

12.1 When OWNER gives a Notice of Award to the Successful Bidder, it may be accompanied by at least two unsigned copies of the Agreement and all other applicable Contract Documents. Within five days, excluding Saturdays, Sundays, and legal holidays after the date of receipt of such notification, CONTRACTOR shall execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. Within thirty days thereafter OWNER will deliver one fully signed copy to CONTRACTOR.

ARTICLE 13. SAFETY AND HEALTH REGULATIONS

13.1 This Project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974 and CFR 29, Part 1910, General Industry Safety and Health Regulations Identified as Applicable to Construction.

13.2 The Successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

13.3 The Successful Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act on the Site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

ARTICLE 14. ACCESS TO SITE

14.1 Representatives of the State and any local agencies having a direct interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 15. WAGE RATES

State of Connecticut Labor Department “Prevailing Wage Rates” apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those tradespeople who are not covered by the applicable Wage Rates but who may be employed for the proposed work under this contract.

ARTICLE 17. SALES TAX

17.1 The goods and services to be provided under this contract are exempt from the Sales and the Taxes of the State of Connecticut.

ARTICLE 18. UTILITY UNDERGROUND PLANT DAMAGE PREVENTION SYSTEM

18.1 All excavations within public or private ways are subject to the requirements of Connecticut Statutes. Contractor is required to make “Call Before You Dig” notifications and arrangements, and to comply with the statutes and regulations cited.

ARTICLE 19. STATE SET-ASIDE

19.1 The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

19.2 State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. §4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned business) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

19.3 For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opp/cwp/view.asp?a=2982&q=390928&oppNav_GID=1806

ARTICLE 20. GUARANTEE

20.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one year from the date of SUBSTANTIAL COMPLETION except where a longer guarantee period is required in the Project Manual. The CONTRACTOR warrants and guarantees for a period of one year, or for the longer guarantee period, from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, to the satisfaction of the OWNER within ten days from the date of receipt of such notice, or having commenced fails to prosecute such WORK with diligence, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p>LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> <p>PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes <input type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/> - Bidder is certified as above by State of CT Yes <input type="checkbox"/> No <input type="checkbox"/>
Bidder Parent Company (If any)	
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input type="checkbox"/>	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number. _____

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

BID PROPOSAL FORMS

The Bid Proposal Forms Are Included Under A Separate File

POST BID FORMS



RECONSTRUCTION OF MOOSE HILL ROAD

POST BID INFORMATION

POST BID INFORMATION

All information below may be required of any/all bidders after submission.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address and telephone.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates of completion.)
7. General character of work performed by your company.
8. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
9. Experience in construction work similar in nature and complexity to this project.
10. Have you ever failed to complete any work awarded to you? If so, where and why?
11. Have you ever defaulted on a contract? If so, where and why?
12. List your major equipment available for this contract.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ _____
15. Give Bank reference: _____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town of Trumbull? _____

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

18. 24Hr. Emergency Telephone No. _____.

Dated at _____ this ____ day of _____, 20__.

By _____
Title _____

State of _____)
) ss.

County of _____)

being duly sworn deposes and
says that he is _____ of _____
and that the answers to the foregoing questions
and all statements therein contained are true and correct.

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

Notary Public

My commission expires _____, 20__.

STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ HAS / HAS NOT
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or HAS / HAS NOT (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed: _____
Written Signature

Name Typed: _____ *(Corporation Seal)*

Title: _____
(Title of Above Person, typed)

Dated: _____

State of _____)
County of _____) ss. A.D., 20 _____

)

Sworn to and personally appeared before me for the above, _____
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires: _____
(Notary Public) _____ *(Seal)*

Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature:_____

Name and Title:

Signature:_____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature:_____

Name and Title:

Signature:_____

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act

under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY-Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature:_____

Name and Title:

Signature:_____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature:_____

Name and Title:

Signature:_____

Name and Title:

EJCD No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

Reprinted 10/90

1. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the

Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located of after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

DIVISION 01

GENERAL REQUIREMENTS

TOWN OF TRUMBULL GENERAL CONDITIONS

TOWN OF TRUMBULL
THE HONORABLE VICKI A. TESORO,
FIRST SELECTMAN

GENERAL SPECIFICATIONS

FOR

RECONSTRUCTION OF MOOSE HILL ROAD
LOTCIP NO. L144-0001



TOWN OF TRUMBULL, CONNECTICUT
GENERAL SPECIFICATIONS
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TOWN OF TRUMBULL, CONNECTICUT

GENERAL SPECIFICATIONS

1. BIDS:

Bids, as stated in the "Bid Sheet", will be compared on the basis of the sum of the quantities multiplied by respective unit prices, added to lump-sum prices.

In the event that there is a discrepancy in the bid sheet between the lump-sum or unit prices written in words and figures, the prices written in words shall govern.

The Town agrees to examine and consider each bid submitted in consideration of the Bidder's Agreements, as hereinabove set forth in the Bid Sheet.

NOTE: Any/all reference to "he/him" shall be taken to mean "his/her/its".

2. OBLIGATION OF BIDDERS:

At the time of opening of bids, each bidder shall be presumed to have inspected the sites, and to have read and made himself thoroughly familiar with the Plans and Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

Each bidder must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor and materials necessary to carry out the provisions of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

The successful bidder must furnish a field and office organization chart and equipment list to be used on the job to demonstrate that he has the capability to perform the work prescribed for this project and shall furnish the Town all other information and data requested on the form provided for this purpose; such submission to be made prior to construction startup.

The Contractor shall supply a foreman full time on the job. Such foreman must be satisfactory to the Town of Trumbull. Failure to comply shall be cause for breach of contract.

The Contractor's normal sequence of operation in performing the work under the terms of this contract shall be varied at the direction of the Town of Trumbull, so that priorities can be given in critical areas such as schedule, right-of-way, clearance and other Town commitments, either present or future.

The Contractor shall file an appeal to the Public Works Director if the sequence of operation in performing the work is varied by the Town in a manner that is unacceptable to him.

The Contractor shall have no claim against the Town for damages or extra compensation on account of delays in execution of the work or delays in making the construction site available to the Contractor.

3. CONTRACT DOCUMENTS:

Whenever the term "Contract Documents" is used herein, it shall include the Agreement, Information to Bidders, General Specifications, Bid Documents, Technical Specifications, Special Notes, Addenda, and Project Plans, including all modifications thereof incorporated in the documents before their execution.

4. DIRECTOR OF PUBLIC WORKS:

The Director Public Works, of the Town of Trumbull, Connecticut, under whose authority all public works are performed. Hereinafter when the word "Engineer" is used, it is hereby interpreted to include the authority of the Director of Public Works, as well as the Town Engineer.

5. TOWN ENGINEER:

The Town Engineer will represent the Town of Trumbull, Connecticut, and shall have complete charge of all work involved. Hereinafter where the word "Engineer" appears it shall mean the Town Engineer or his duly authorized representatives performing their usual duties, i.e. clerk of the works, etc.

6. CONTRACTOR:

Party of the second part to the contract, acting directly or through his agent or employees.

7. SUB-CONTRACTOR:

Any individual, firm, partnership or corporation to whom the Contractor sub-lets or assigns any part or parts of this project covered by this contract.

8. NOTICE:

The term "notice" as used herein shall mean and include written notices.

Written notice shall be deemed to have been served, when deposited in a United States Mail Box to or at last known business address of the person, firm or corporation for whom intended, or to his or their or its duly authorized agent, representative or office,

or enclosed in a postage prepaid wrapper or envelope addressed to such person or firm or corporation at his or their or its last known business address

9. TIME IS OF THE ESSENCE:

Time is of the essence for this contract and as execution of the work may inconvenience property owners, vehicular traffic, pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also the cost of Town administration and supervision of construction, will be increased as the time occupied in the work is lengthened, and the deprivation to the residents of the Town of the needed improvement on herein contract may cause damages to the Town.

In the event the Contractor fails to perform the work in a timely manner due to the Contractor's poor planning, financial status, errors in construction or any other reason directly attributed to the Contractor's circumstances, the Town may institute default proceedings against the Contractor to recover damages and losses. Any payments due the Contractor may be withheld pending final determinations, and the bonding company for the performance of the work on this contract may be notified of impending actions that may be warranted.

If any delay is imposed on the Contractor by specific orders of the Engineer, ie; to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the Contract Documents), material or labor strikes, acts of God, etc., such delay will entitle the Contractor to an equivalent extension of time.

When extra or additional work is ordered by the Engineer, the Contractor will be allowed an extension of time expressed in days as determined by the Town Engineer. The Contractor shall submit a written request for an extension of time, along with reasons for the request. A written response will be transmitted to the Contractor with a determination by the Town as to whether or not an extension of time will be granted.

10. COMMENCEMENT OF WORK:

The Contractor shall commence work on the day specified in the order by the Engineer, as the date of such commencement; and shall fully complete the work within the number of consecutive calendar days from said date as hereinafter specified as the period for completion of his contract, unless such period shall be extended as hereinafter provided by the Town.

11. BLANK FORM FOR BID:

All bids must be written or typed upon the blank form for "Bid Sheet," and must state the proposed price of each item of the work, both in words and in figures, and must be signed by the bidder with his business address.

BIDDERS SHALL NOT REMOVE AND SUBMIT THE BID PAGES SEPARATE FROM THE VOLUME OF CONTRACT DOCUMENTS, BUT SHALL SUBMIT THEIR BIDS BOUND WITH THE COMPLETE VOLUME OF ATTACHED DOCUMENTS, INCLUDING ALL PAGES CORRECTLY ASSEMBLED.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

12. WORKING HOURS AND HOLIDAYS:

The Contractor shall perform no work during the Town of Trumbull's employees' holidays nor before or after the Town's normal working hours, without specific approval of the Director.

The normal working hours of the Town are Monday through Friday, 7:00 a.m. to 4:00 p.m.

THE OFFICIAL TOWN OF TRUMBULL HOLIDAYS ARE:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Day
Day After Christmas Day (2014 Floating Holiday)

13. PERFORMANCE & GUARANTEE MAINTENANCE BOND:

OMITTED

14. ADDITIONAL OR SUBSTITUTE BOND:

If at any time the Town becomes dissatisfied with the performance bond as issued by the present surety or sureties, or if for any other reason such bond shall cease to be adequate surety to the Town, the Contractor shall within five (5) days after notice from the Town to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the Town.

The premium on such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until new sureties shall have qualified.

15. POWER OF ATTORNEY:

Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bond.

16. QUALIFICATIONS FOR EMPLOYMENT:

No person under the age of sixteen (16) years and no person currently serving sentences in a penal or Correctional institution shall be employed to perform any work on the project under this contract.

No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract.

Provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employed where such persons may be safely assigned to work, which they can ably perform.

There shall be no discrimination because of race, creed, color or political affiliation in employment of persons for work on the project under this contract.

17. PAYMENT OF EMPLOYEES:

The Contractor and each of his subcontractors shall pay each of his employees engaged in the work on the project under this contract in full (less deductions made mandatory by law) in a timely and routine manner.

18. DELETE

19. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of all persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed.

Reference is hereby made to Occupational Safety and Health Administration standards as described in OSHA 2206, 1983 or latest edition or revision thereof

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of "Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

20. INSPECTION:

The Engineer or his authorized representative shall be permitted to inspect the work, materials, payrolls, and records of personnel, invoices of material and other relevant data and records of this contract.

21. PAYMENTS:

The Town's terms of payment are Net 30 Days after approval of invoice. No invoice will be paid until acceptance of goods ordered. By the fifth (5th) day of each month application for payment must be submitted by the Contractor to the Town's designated field representative, for verification and approval of quantities and costs incurred during said pay period. Only upon approval by designated representative will payment be forwarded for processing.

The Town shall retain five per centum (5%) of each estimate until final completion and acceptance of all work covered by this contract.

22. GENERAL SPECIFICATIONS "(OR EQUAL CLASSES)":

Whenever in this contract or specifications, a particular brand or make of material, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard unless otherwise specified.

If three or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the others.

When in the opinion of the Engineer, or his authorized agent, any other brand, make of material, device or equipment is recognized as equal to that specified, considering quality, workmanship and economy of operation, and suitable for the purpose intended, it will be accepted.

In the opinion of the Engineer and the Town's duly authorized agents, all material and workmanship shall in every respect be in accordance with what is in conformity with approved modern practice.

Whenever the plans, drawings, specifications, other contract documents, or the quality of the work, admit of doubt as to what is permissible, the interpretation will be made by the Engineer, as to which is in accordance with approved modern practice, in order to meet the particular requirements of the contract.

In all cases, new material shall be used unless this provision is waived with a special written notice by the Engineer.

23. INSPECTION AND TESTS:

All material and workmanship (if not otherwise designated) shall be subject to inspection, examination and tests, by the Engineer, or his duly authorized representatives, at any and at all times during the manufacture and/or construction, and at any and all places where such manufacture or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and material necessary to make tests so required, safe and convenient.

Special full size and performance tests shall be conducted as described in the specifications.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable any examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials.

If such work is found to be defective in any material respect, due to material or faulty construction by the Contractor, or any subcontractor, or if any work shall be covered over without approval of the engineer (whether or not the same shall be defective) the Contractor shall be liable for the expense of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and if such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the extent of such examination and reconstruction in the manner herein provided for the payment of the cost of "EXTRA WORK."

24. COSTS AND TESTS:

The selection of Bureau Laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the direction of the Engineer.

If inspection, tests, analysis of the materials or equipment, should disclose that said material or equipment requires rejection, then the cost of said inspection, test analysis shall be borne by the Contractor and said cost shall be deducted from the Contractor's current estimate by the Engineer. If supplies, material or equipment shall be found acceptable, the cost of said inspection, tests or analysis shall be borne by the Town.

25. PROTECTION OF WORK AND PROPERTY:

The Contractor shall at all times safely guard the Town's property from injury or loss, in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace and make good any such damage, loss or injury. All passageways, guard fences, lights and other facilities required for protection by local conditions must be provided and maintained.

26. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY:

In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act without previous instructions from the Engineer, as he sees fit. He shall notify the Engineer immediately thereafter of any compensation claimed by the Contractor due to such extra work, and shall submit same to the Engineer for approval. When the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work, or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer to prevent such threatened injury or damage.

27. CERTIFICATE OF COMPLETION:

Upon completion of all work whatsoever required, the Engineer shall file a written certificate with the Director of Finance and the Contractor, for the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof.

28. FINAL PAYMENT:

Within thirty days of filing a certificate of completion, the Town shall pay to the Contractor the amount therein stated, less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments, including those relating to extra work, shall be subject to correction by this present payment, which throughout this contract is called the FINAL PAYMENT.

29. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the Contractor of the final payment, shall be and shall operate as a release to the Town of all claims and of all liability to the contract or for all things done or furnished in connection with this work, and for every act and neglect of the Town and others relating to or arising out of this work, accepting the Contractor's claim for interest upon the final payment, if the payment is improperly delayed. No payment, however, final or otherwise, shall release the Contractor or his sureties from any obligation under this contract or of the performance bond.

30. SUB-SURFACE STRUCTURES:

All sub-surface structures and public utility lines have been located as far as possible, as indicated on the plans and information obtained from the respective utilities. The Town does not assume the responsibility for the accuracy of this information.

31. SUB-SURFACE CONDITIONS:

Bidders are notified that it is obligatory for them to obtain all the information they require as to the existing physical conditions relative to the work and in particular to sub-surface conditions---NOR SHALL THE TOWN BE HELD LIABLE FOR ANY ADDITIONAL COST TO THE CONSTRUCTION WHICH MAY RESULT DUE TO THESE CONDITIONS, and each bidder in bidding must rely exclusively upon his own investigation and that he makes this bid with the full knowledge of the kind, quality and quantity of work required.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as those shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

32. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or sub-contractor, subject to any chattel mortgage or under any conditional sale or other agreement for which interest is retained by the seller.

33. SUPERINTENDENCE BY CONTRACTOR:

The Contractor shall employ a project Super-intendant who shall be present full time at the site of the work and who shall have full authority to act for the Contractor. The Contractor shall employ a project foreman who shall be in attendance at the work site during working hours.

It is understood that such representative shall be acceptable to the Town and shall be one whose experience and length of service in this particular kind of work warrants his ability to perform the duties entailed to the satisfaction of the Engineer, and who can continue in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

The Engineer reserves the right of investigation to satisfy the Town that the appointed superintendent is properly qualified to carry out the obligations entailed to perform the work herein contemplated in the plans and specifications and directions.

34. REPRESENTATIONS OF CONTRACTORS:

The Contractor represents and warrants:

- a). That he is financially solvent and that he is experienced in and competent to perform the type of work, or to furnish plant and equipment materials and supplies.

b). That he is familiar with all Federal, State and Municipal laws, ordinances and regulations, which in any way may affect the work of those employed therein.

c). That he has carefully examined the plans and specifications and the site of the work, and that from his own investigation he has satisfied himself about the nature and location of the work, character, quality and quantity of the surface and sub-surface materials likely to be encountered, as well as the character of equipment and other facilities needed for the performance of the work, the general local conditions and all other conditions which may in any way affect the work.

35. PATENT RIGHT:

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties required in respect to the work or any part thereof, and will fully indemnify the Town for any loss on account of infringement of any patent rights.

36. PERMITS AND REGULATIONS:

The Contractor shall procure and pay for all permits and licenses necessary for the execution of his work. Town permit fees will be waived.

The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work.

37. CORRECTION OF WORK:

All work, all material, whether incorporated in the work or not, all processes of manufacture and all methods of construction, shall be at all time and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purpose for which they are used.

Should they fail to meet the approval of the Engineer they shall be forthwith reconstructed, made good, replaced and corrected, as the case may be, by the Contractor, at his own expense.

Rejected material shall immediately be removed from the site.

Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged material, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract, the compensation to be paid to the Contractor hereunder, shall be reduced by such amount which the Engineer deems equitable.

The Contractor expressly warrants that his work shall be free from any defects in material or workmanship, and agrees to correct any such defects which may appear within the maintenance period, following final completion of work.

Neither acceptance of the completed work, nor payment thereof, shall operate to release the Contractor or his sureties from any obligation under or upon this contract or the performance bond.

38. STATEMENT SHOWING AMOUNT DUE FOR WAGES, MATERIAL AND SUPPLIES:

With each application for payment under this contract, the Contractor and every subcontractor shall deliver to the Town a written verified statement in a form satisfactory to the Town, showing in detail the amounts then due and unpaid by such Contractor or subcontractor, to all laborers for daily or weekly wages, men employed by him under the contract for performance of work at the site thereof, or to other persons for material and equipment delivered at the site of the work.

The term "laborers" as used herein, shall include workmen and mechanics.

39. TOWN RIGHT TO WITHHOLD PAYMENTS:

The Town may withhold from the Contractor as much of any approved payment due him, as the Town deems necessary.

1st. To assure the payment of just claims due and unpaid of any person supplying labor or materials for the work.

2nd. To protect the Town from loss due to defective work not remedied.

or

3rd. To protect the Town from loss due to injury to persons or damage to work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.

The Town shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Town may deem proper, to satisfy such claims or to secure such protection.

Distribution of such money shall be considered as payments for the amount of the Contractor.

40. TOWN RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the Contractor shall be adjudged bankrupt, an assignment shall be made for the benefit of creditors. A receiver or liquidator shall be appointed for the Contractor and for any of his property. The Contractor shall be dismissed within twenty (20) days after such appointment. The proceedings in connection therewith shall not be stayed within the said twenty (20) days. If the Contractor shall refuse or fail after notice or warning from the

Engineer, to supply enough properly skilled workmen or proper materials, or if the Contractor shall fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or duly authorized extension thereof) or shall fail to complete the work within said period, or if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or if the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of this contract, then in any such event, the Town without prejudice to any other right or remedy, may give seven (7) days notice to the Contractor, to terminate the employment of the Contractor. The Contractor shall lose the right to proceed either for the entire work or (at the option of the Town) for any portion thereof on which delays shall have occurred. The Town may as it deems expedient take possession of the work and complete it by contract or otherwise.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder, shall exceed the expense of so completing the work (including compensation for additional managerial administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess.

If the right of the Contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work, and necessary therefore.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months, without act or fault of the Contractor or any of his agents, servants, employees, or subcontractors, the Contractor may upon ten (10) days' notice to the Town of Trumbull, discontinue his performance of the work and/or terminate the contract.

TERMINATION:

- A. TERMINATION FOR CAUSE, If through any case, the Contractor shall fail to fulfill in a timely manner, its obligations under this Agreement, or if the contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following;

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the Town's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the Town reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of the Agreement by the Contractor, and the Town may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town from the Contractor is determined.

B. **TERMINATION FOR CONVENIENCE:** The Town may terminate this Agreement at any time the Town determines that the purposes of the distribution of monies under the agreement would no longer be served by completion of the Work/Project. The Town shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the Town, become its property. If the Agreement is terminated by the Town as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of this Agreement, less payments of compensation previously made, and subject to the Town's right of set off for any damages pursuant to the terms of the Agreement.

41. **USES OF PREMISES AND REMOVAL OF DEBRIS:**

The Contractor undertakes at his own expense:

- a). To take every precaution against injuries to persons or damage to property.
- b). To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work.
- c). To place upon the work area or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- d). To frequently clean up all refuse, rubbish, scrap material and debris caused by his operations, so that the site of the work shall at all times present a neat, orderly and workmanlike appearance. Failure to comply with this article within 24 hours of notification

may result in the Owner having the work performed by outside sources at the Contractor's expense. These expenses will be deducted from the regular monthly periodic estimate.

e). To remove before final payment all surplus materials, false work, temporary structures, (including foundations thereof), plant of any description and debris of every nature resulting from his operation, and to put the site in a neat and orderly condition.

f). To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications, and with the consent of the Engineer, to cut or otherwise alter the work of any other Contractor.

42. ALL WORK SUBJECT TO CONTROL OF THE ENGINEER:

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all duties to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as the Engineer may require.

The Engineer shall determine the amount, quantity, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract and any extra work orders, and shall decide all other questions in connection with the work.

The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects, and shall remove no plant materials, equipment or other facilities from the site of the work, without the Engineer's permission. Upon request, the Engineer shall confirm in writing any oral order, direction requirement or determination.

43. TOWN ENGINEER, CONTROL NOT LIMITED:

The enumeration herein or elsewhere in the contract of particular instances in which the opinion, judgment, discretion or determination of the Engineer, shall control or in which work shall be performed to his or their satisfaction as subject to his or their approval or inspection, shall not imply that only matters similar to those enumerated shall be governed and performed, but without exception all the work shall be governed and so performed.

44. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract, shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

45. SUBLETTING, SUCCESSOR AND ASSIGNS:

The Contractor shall not sublet any part of the work under this contract, nor assign any moneys due him hereunder without first obtaining the written consent of the Town.

46. DEFINITIONS:

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications, or on the drawings the words "As Directed", "As Ordered", "As Requested", "As Required", "As Permitted", or words of like import are used, it shall be understood that the Direction, Order, Request, Requirement, or Permission of the Engineer is intended. Similarly, the words "Approved", "Accepted", "Satisfactory", and words of like import shall mean Approved by, Acceptable to, or Satisfactory to the Engineer.

ELEVATION

The figures given on the drawings or in the other contract documents after the word "Elevation" or abbreviation of it shall mean the Distance in Feet Above the Datum Adopted by the Engineer.

NOTE: Unless otherwise stated elsewhere in the contract documents and/or on the contract drawings, vertical elevation datum for this project is based upon NEW City Datum, NGVD (ele. 0.00 = mean water).

ROCK

The word "Rock" wherever used as the name of any excavated material or material to be excavated, shall mean only boulders or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring or breaking up with a power operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "Rocks".

EARTH

The word "Earth", wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

47. ABBREVIATIONS:

Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ASA	American Standard Association
ASCE	American Society of Civil Engineers
ASTM	American Society For Testing and Materials
NEC	National Electrical Code, Latest Edition

48. HANDLING AND DISTRIBUTION:

The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and shall be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and Demurrage charges by Transportation Companies and Vendors shall be borne by the Contractor.

49. MATERIALS:

Samples - Inspection - Approval, unless otherwise expressly provided on the Drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Engineer.

As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it confirms to the Contract Requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit additional samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, placed and shopped by the approved molds for making concrete test cylinders. Except as otherwise expressly specified, with technical specifications, the Town shall make arrangements and pay for the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented. The name of the building or work and location for which the material is intended and the name of the contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation in the work. The consequence of his failure to do so shall be the Contractor's sole responsibility.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent test laboratories) relative to materials, equipment, performance rating and concrete data.

50. WATCHMAN:

If it becomes necessary to supply watchmen during non-regular working hours, they shall be employed until (in the opinion of the Engineer) their services are no longer required. The Contractor shall employ and pay a satisfactory, sober, able-bodied watchman who shall be in attendance upon the work at all times, (regardless of the hour) whenever work by the regular employees stops.

51. MAINTENANCE OF TRAFFIC:

The Contractor shall conduct his operations in such a manner so that he does not impose unnecessary hardship upon the residents along the route of the work.

Streets may be closed to traffic only upon written order of the Traffic Engineer. Traffic shall be maintained within the project area except where it is found impracticable, or seriously interferes with the Contractor's operations. If permanent repairs are not completed immediately, the pavement surface along the line of work shall be maintained in a condition comparable to the adjacent road surface.

People living or having business within the barricaded zone shall be permitted to use the highway for auto traffic if possible.

The Contractor shall protect all phases of the work from damage due to traffic, etc., and provide necessary watchmen, signalmen and (if so ordered by the Engineer) police officers.

No direct payment for maintenance of traffic will be made, but shall be considered as included in the base bid submitted.

52. DRIVEWAYS AND PROPERTY ENTRANCES:

Excavated materials and equipment shall be placed in such position as not to unnecessarily impede travel on the streets, or access to driveways. A sufficiently clear space for pedestrian travel shall be maintained on the sidewalks, and all property entrances and driveways shall be kept clear, where possible.

Where necessary, bridges shall be constructed and maintained for residents. Before closing any driveway or entrance, the Contractor shall give the owner or resident of the property involved, due notice of such temporary closing. When this is not practicable and an emergency arises, the Contractor shall, on the order of the Engineer, provide a satisfactory place to house temporarily, any motor vehicle, which may be prevented from being housed at night.

No direct payment will be allowed for this work or condition, but shall be considered as included in the base bid submitted.

53. DUST:

The Contractor shall at all times during the execution of this contract, control the nuisance of flying dust, by water sprinkling or by application of oil, or a method satisfactory to the Engineer.

54. PRESERVATION OF TREES:

Trees and shrubs on the site of the work shall be protected during the entire period of the contract, and if injured by the Contractor or his employees, shall be replaced, unless it is covered by the bid items, at his expense before the completion of the contract.

55. INSPECTION OF WORK AWAY FROM THE SITE:

If work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

56. CONTRACTOR'S SHOP AND WORKING DRAWINGS:

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated for the contract and materials and equipment for which such drawings are specifically requested.

Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do

so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case, requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

No material or equipment shall be purchased or fabricated for the contract until the required shop and working drawings have been submitted as herein above provided and approved as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.

Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work such as the construction of foundations, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Town, Contractor, and building, equipment or structure to which the drawing applies, and shall be accompanied by a letter of transmittal giving a list of the drawing number and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Engineer. Other drawings shall be returned for correction.

The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required in the contract and for achieving the result and performance specified hereunder.

Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., detailed on the drawings, he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one mark-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

57. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the Town. A copy of the written consent shall be given to the Engineer.

58. INTERFERENCE WITH AND PROTECTION OF STREETS:

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities.

Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

59. STORAGE OF MATERIALS AND EQUIPMENT:

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all Public Utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

60. INSUFFICIENCY OF SAFETY PRECAUTIONS:

If at any time, in the sole judgment of the Engineer, the work is not properly lighted, barricaded, or in any other respect safe in regard to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the

Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Town in so doing. Such action of the Engineer, or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this article or for failure to comply with the provisions of any State or Federal Occupational Safety and Health Laws, Rules or Regulations.

61. SANITARY REGULATIONS:

When deemed necessary by the Engineer, the suitable Contractor shall provide sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property.

The Town and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

62. DELETE

63. DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

64. WORK TO CONFORM:

During its progress, and on its completion, the work shall conform truly to the lines, levels and grades indicated on the drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications and other contract documents and the directions given from time to time by the Engineer.

65. COMPUTATION OF QUANTITIES:

For estimating quantities in which the computation of areas by Geometric methods would be comparatively laborious, it is agreed that the Planimeter shall be

considered an instrument adapted to the measurement of such areas. It is further agreed that the computation of the Volume Prismoids shall be by the method of average end areas.

66. PLANNING AND PROGRESS SCHEDULES:

Before starting the work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the work and the various steps he intends to take.

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Engineer a written schedule fixing the respective dates for the start and completion of various parts of the work. The Contractor shall update the schedule on a monthly basis and submit each schedule to the Engineer for review, approval and change where necessary during the progress of the work.

67. PRECAUTIONS DURING ADVERSE WEATHER:

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by the use of plastic sheets, tarpaulins, wood and building-paper shelters or other approved means.

The Engineer may suspend construction operations at any time when, if in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be.

68. AS-BUILT DRAWINGS:

The Contractor shall be responsible for maintaining a set of as-built drawings during the course of the work for examination by the Engineer.

69. SCOPE OF WORK:

The intent of the contract is to complete the work or improvements in full compliance with the plans, specifications, technical specifications, special notes, etc.

A. Quantities

The unit bid prices shall be applied to the applicable quantities actually used and accepted in the performance of this project. Quantities have been established using the best information available for accuracy. In some instances, however, quantities may have been provided for some items in order to establish a unit price in the eventuality that the item of work may occur during the construction of the project.

Should the actual quantities constructed vary from those estimated, whether higher or lower, the Contractor is made aware that the applicable item will be paid for based upon his unit bid price bid for that item. Exceptions to this article are noted below in section C, Change in Project Scope.

B. Cost Plus Items:

If the Town orders the performance of any work not covered by the drawings or specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus percentage basis of payment as follows:

1.0 Direct Labor And Foreman Costs - For all labor including equipment operators, and foremen in direct charge of the specific operation, the Contractor shall receive the rate of wage actually paid as shown by his certified payroll, which shall be at least the current local minimum prevailing wage rate, per hour, per position, in accordance with the current State of Connecticut, Labor Department Minimum Rates & Classifications for Heavy Construction. Compensation shall be for each hour that said labor and foreman are actually engaged in such work, including such overtime as provided by existing laws and regulations. In addition the contractor shall receive for each hour worked, the actual costs paid to, or in behalf of workmen, by reason of allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. All personnel above the grade of foreman are excluded from receiving compensation under this section.

An amount equal to 20 percent of the total sums as specified above (1.0) will also be paid the contractor.

1.1 Other Labor Costs - The Contractor shall also be allowed to add to such direct labor and foremen costs, the following items:

Social Security Tax at the percentage legally required; Unemployment Ins., at the percentage legally required; Workmen's Compensation insurance at policy percentage rate; Property/liability damage insurance premiums;

An amount equal to 6 percent of the total sums as specified above (1.1) will also be paid the contractor.

1.2 Materials - For all materials used, the Contractor shall receive the actual cost of such materials, including freight and delivery charges, as shown by original receipted bills to which shall be added a sum equal to fifteen (15) percent.

1.3 Equipment Rental - For machinery, trucks, or equipment, exclusive of operator's hire, and except small tools and equipment for which no rental is allowed, which it may be deemed necessary to use, the Town will allow the Contractor the cost of renting such machinery, trucks, or equipment, which shall include fuel and lubricants, as are actually used in the performance of the work, but to which no percentage shall be added. Equipment rental costs will be based upon the "Rental Rate Blue Book" including Rate Adjustment Tables and amendments as published by Dataquest, Inc., San Jose, California or a lower rate if so submitted by the Contractor, and must be approved by the Town prior to any work being performed.

1.4 Sub-Contracts - Cost-Plus work may be performed by a subcontractor only when (a) the Contractor has obtained approval of the subcontractor by the Town and (b) the work has been performed by the subcontractor in strict compliance with the terms of the contract. In such event, the Contractor shall receive the cost of any such sub-contract to which shall be added a sum equal to ten (10) percent.

1.5 Superintendence - The foregoing payments shall be received by the Contractor as payment in full for all work done on a Cost Plus basis, and shall be accepted to cover all

general superintendence, use of small tools and equipment for which no rental is allowed, job and general overhead, bonding, expenses, and anticipated profit.

2.0 The cost of the work done each day shall be submitted to the Engineer in a satisfactory form, on the succeeding day and shall be approved by him or adjusted accordingly.

3.0 Monthly payments of all charges for extra work, whether priced on the Cost Plus basis or an agreed-upon basis, shall upon completion, and approval, be requested with the subsequent monthly progress billing.

C. Change of Project Scope

In the event that the overall scope of the project is increased or decreased by 25% or more, either party to the contract may request a revised contract consideration to the stipulated bid unit prices that may be affected by the change. After agreement is reached by the Town and contractor on revised unit prices, a change order will be issued reflecting these changes. The re-negotiated unit prices will be based on the original contract unit prices with additions or subtractions indicated so as to justify the new unit price to the satisfaction of the Town. The revised unit prices will be applied only to that portion of the project in which the scope has been changed, in accordance with this article, and shall not be applied to any of the quantities of the original bid. An example of such a change may be the addition to or deletion of the originally stated project areas.

All of the above requirements shall be carried out in accordance with the provisions of the Trumbull Code, Article II, Purchasing, Section 23-18.4, Contracts.

70. FIELD OFFICE

See Item #0969062A Construction Field Office, Medium in the Technical Specifications.

71. COORDINATION OF PLANS/SPECIFICATIONS

Any requirement on the plans or in these Specifications, Special Notes/Provisions shall be equally binding on the Contractor.

In case of conflict, the plans shall take precedence over the Specifications. Special Notes/Provisions shall take precedence over plans and Specifications.

72. NO PAYMENT

Unless otherwise provided for by a specific Contract Item, no separate payment shall be made for any of the requirements as described in the above General Specifications, but shall be deemed included in the total bid price for all the work in this Contract.

73. NOISE

The Contractor will be required to limit noise operations pursuant to Town of Trumbull Charter Chapter 164 -1 to and including Chapter 164 -13

EXECUTIVE ORDERS

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A – Duties of the Secretary of Labor

SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B – Contractors’ Agreements

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to

enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D – Sanctions and Penalties

SEC. 209

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E – Certificates of Merit**SEC. 213**

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III – Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302

- a. “Construction contract” as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term “applicant” as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon

prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV – Miscellaneous

SEC. 401

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402

The Secretary of Labor shall provide administrative support for the execution of the program known as the “Plans for Progress.”

SEC. 403

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President’s Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President’s Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405

This Order shall become effective thirty days after the date of this Order.

DIVISION 02
TECHNICAL SPECIFICATIONS

INDEX TO SPECIAL PROVISIONS

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

ITEM

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PROJECT INFORMATION AND INTRODUCTION TO THE TECHNICAL SPECIFICATIONS

JULY, 2018

RECONSTRUCTION OF MOOSE HILL ROAD AND CULVERT REPLACEMENT OVER WITKOWSKI BROOK TOWN OF TRUMBULL

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, 2016, including the January 2018 Supplement (otherwise referred to collectively as "CDOT Form 817") is hereby made part of this contract, as modified by the Special Provisions contained herein. . The State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), May 14, 2010 edition or latest issue, is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available upon request from the Transportation Manager of Contracts. The Special Provisions relate in particular to the Reconstruction of Moose Hill Road and Culvert Replacement over Witkowski Brook in the Town(s) of Trumbull .

Within the CDOT – Form 817 Standard Specifications and wherever the following terms are used they shall mean, respectively:

<u>CDOT – Form 817 or Contract Documents term</u>	<u>Meaning Herein</u>
State, Department	Owner (Town of Trumbull)
Engineer or Architect	Town of Trumbull Engineer or his Representative
Inspector	Representative of Owner
Laboratory	Laboratory designated by the Owner

All work under this contract shall follow and be constructed in conformance with CDOT – Form 817 except as amended herein. In cases of conflict between CDOT – Form 817 and these Special Provisions, the Special Provisions shall apply.

Applicable Safety Code: shall mean the latest edition, including any and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations

for Construction”, the State of Connecticut, Labor Department, “Construction Safety Code”, or State of Connecticut “Building Code”, whichever is the more stringent for the applicable requirements.

Bid Proposal Items: payment will only be made for items in the Bid Proposal. Other items may be included in the specifications but payment for items not listed in the Bid Proposal will be included in the cost of other items of work.

NOTICE TO CONTRACTOR - CONTRACT TIME AND LIQUIDATED DAMAGES

Four-hundred and twenty (420) calendar days will be allowed for completion of the work on this project. Calendar days shall commence upon issue of the Notice To Proceed. The winter shutdown period will be from December 15th through the following April 15th, these days will be excluded from the calendar days for the Contract period. If the Contractor chooses to work during the winter shutdown, then those days will be counted as calendar days.

If the Contractor fails to complete the work in its entirety, liquidated damages shall be assessed and deducted from any money due to the Contractor in the amount of One-thousand Five-hundred Dollars (**\$1,500.00**) per calendar day for which work shall remain uncompleted.

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.

**NOTICE TO CONTRACTOR – POTENTIAL MODIFIED AWARD
SCHEDULE**

The contractor is hereby given notice that this contract may not be awarded until all Federal and State financial approvals have been received. If all financial approvals are not received, this contract may be withdrawn and re-advertised at the direction of the Municipality, in consultation with the State. This shall not be the basis for any claims by any bidder.

NOTICE TO CONTRACTOR - UTILITY SPECIFICATIONS

The contractor is hereby notified that all utility specifications contained elsewhere herein shall be made a part of this contract, and that the contractor shall be bound to comply with all requirements of such specifications. The requirements and conditions set forth in the subject specifications shall be binding on the contractor just as any other specification would be.

NOTICE TO CONTRACTOR – UTILITY INFORMATIONAL PLANS

The Contractor's attention is hereby called to the fact that included in the plans are plan sheets furnished to the Town by various utility companies affected by the proposed construction. These sheets are not intended to show all proposed work in utility installations to be done by the various utility companies or municipal authorities or both before, during, or after the life of this contract. In addition to the work indicated on these plans, the utility companies and authorities may make adjustments to, or removal of, certain of their installations other than those indicated on the plans or may install facilities not indicated.

The Contractor shall coordinate all utility relocation work with the utility company or their agents. Portions of the utility relocation work cannot be performed until clearing and grubbing and rough grading operations are completed by the Contractor. The Contractor shall consider this in his schedule. No claim shall be made against the Town for delays resulting from the relocation of utilities.

NOTICE TO CONTRACTOR – PROTECTION OF EXISTING UTILITIES

The Contractor shall notify “Call Before You Dig” (telephone: 1-800-922-4455) for the location of underground Utilities, in accordance with Section 16-345 of the Regulations of the Connecticut Department of Utility Control.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from information shown on the plans or contained elsewhere in the specifications. The Contractor is solely responsible for determining actual locations and elevations of all existing utilities.

The Contractor shall coordinate his work with work performed by utilities companies. The Contractor shall contact the various utilities (2) weeks prior to the start of any work to coordinate the adjustment and/or protection of their facilities. Existing surface structures may be adjusted or replaced by the utilities.

Excavation of any type shall be accomplished in such a manner that underground utilities or structures are not damaged. It shall be the Contractor's sole responsibility for any damage incurred during excavation and paving operations. All costs related to the repair or damaged utilities shall be borne by the Contractor at no cost to the State (Town).

The Contractor is hereby advised that placement of heavy equipment and materials or the traversing of heavy construction equipment over underground utilities which might damage utility shall be reviewed and approved by the Engineer.

The Contractor shall consider in his bid any inconvenience and work required for this condition. The work to repair or replace any damage caused by the Contractor's operations will be made solely at the Contractor's expense.

NOTICE TO CONTRACTOR – FIRE DEPARTMENT, POLICE & EMERGENCY MEDICAL SERVICES

The Contractor shall contact the Town of Trumbull's Fire Department, Police and Emergency Medical Services and School Bus Company prior to work and establish coordination necessary as to disruption of services during construction. Periodic meetings should be held to review any significant changes in the flow of traffic through the work area.

Contacts:

Police Department / Emergency Medical Services

Trumbull Police Department
158 Edison Road
Trumbull, CT 06611
Phone: (203) 264-3665

Fire Department

Megan Murphy
Fire Marshal
Trumbull Town Hall
5866 Main Street – Lower Level
Trumbull, CT 06611
Phone: (203) 452-5080
Fax: (203) 452-5093
E-Mail: firemarshal@trumbull-ct.gov

School Bus Company

Trumbull Agriscience
536 Daniels Farms Road
Trumbull, CT 06611
Phone: (203) 452-4200

NOTICE TO CONTRACTOR – SIGN INVENTORY

Prior to the commencement of construction, the Contractor and the Engineer shall conduct a joint inventory of signs, delineators and object markers. Signs, delineators or object markers that are knocked down or destroyed by the Contractor during the construction of the project shall be replaced by the Contractor at no cost to the State (Town).

NOTICE TO CONTRACTOR – UTILITY COMPANIES

It is understood that any references in the contract documents to Northeast Utilities, CL&P and/or Yankee Gas are meant to refer to Eversource.

It is understood that any references in the contract documents to AT&T is meant to refer to Frontier Communications.

NOTICE TO CONTRACTOR – TURF ESTABLISHMENT - LAWN

The Contractor shall use turf seed mix that conforms to Article M.13.04. Refer to the special provisions contained elsewhere in this Contract.

NOTICE TO CONTRACTOR – PROTECTION OF EXISTING MASONRY STONE WALLS

The Contractor is hereby notified that caution should be taken during clearing and grubbing operations, earthwork construction and grading near existing stone retaining walls that are to remain.

Excavation of any type shall be accomplished in such a manner that will not undermine the stone retaining walls. Any masonry stone displaced during the work shall be reset and any masonry stone damaged shall be replaced with an acceptable replacement stone. It shall be the Contractor's sole responsibility for any damage incurred during excavation. All costs related to the repair from damage to the wall shall be borne by the Contractor at no additional cost to the State (Town).

The Contractor shall consider, in his bid, any inconvenience and work required to safeguard the retaining walls to remain.

NOTICE TO CONTRACTOR – PAVING REQUIREMENTS

The Contractor shall note that the Town of Trumbull requires that storm sewer and utility trenches be restored with temporary pavement (conforming to the detail on the plans) at the end of each day. The Town of Trumbull requires that the roadway, during the reconstruction process, be paved using the temporary pavement or permanent pavement section at the end of each week.

NOTICE TO CONTRACTOR – STRUCTURES

The Contractor shall note that all structures shall be installed to match the roadway grades at the time of installation. The Contractor will need to reset the structures as many times as necessary to meet intermediate and final grade conditions during the roadway reconstruction. Resetting structures shall be paid for under “Reset Catch Basin (Type)” and “Reset Manhole”, each structure will only be paid once to be reset, the Contractor should consider the actual number of actual structure resets in the unit bid price.

NOTICE TO CONTRACTOR – PERMITS

The Contractor is hereby notified that there are several permits associated with the work. The Contractor is bound to any conditions listed as part of the permit application approvals.

The Contractor is hereby notified that the work is adjacent to and includes portions within a Type I Watershed. The Contractor may be required to incorporate special protections to perform the work while minimizing impacts to the environmentally sensitive surroundings.

The following permit approvals and conditions are included in Appendix B:

Town of Trumbull Inland Wetlands and Watercourses Commission Permit Approval
Letter with Conditions.
Aquarion Water Company – Revocable License Agreement
CTDEEP General Permit for Stormwater Discharge

The following permit is pending, a copy of the application is included in Appendix B:

U.S. Army Corps of Engineers Pre-Construction Notification

No work can take place in the wetlands until the Town receives approval for the USACOE Pre-Construction Notification.

A condition of the U.S. Army Corps of Engineers review is that no tree clearing may occur in the wetlands from May 15th thru August 15th.

**NOTICE TO CONTRACTOR – AQUARIAN REVOCABLE
LICENSE/RIGHT OF ENTRY PERMIT**

Potions of the construction project are adjacent to and in a Type I Watershed owned and maintained by the Aquarion Water Company. All work on and adjacent to the watershed shall conform to the requirements outlined here, on the water handling plan and in the permit application, included in Appendix B.

NOTICE TO CONTRACTOR - GENERAL PERMIT FOR STORMWATER DISCHARGE

This notice is provided to summarize the requirements of the Connecticut Department of Environmental Protection's General Permit for the Discharge of Stormwater and Dewatering Wastewaters associated with Construction Activities (Permit) issued on April 9, 2010. When construction activities will result in the disturbance of a total of 1 acre (0.4047 ha) or more of land regardless of phasing, the Connecticut Department of Transportation (Department) will incorporate a Stormwater Registration (Registration) and Stormwater Pollution Control Plan (SWPCP) as part of the Contract documents in order to insure compliance with all conditions of this Permit. The Permit's 'Construction activities' means activities including but not limited to clearing and grubbing, grading, excavation, and dewatering.

The Registration and SWPCP addresses pollution caused by soil erosion and sedimentation during construction as well as the long term post-maintenance use of the facility after construction is completed. The Contractor and all subcontractors will be required to sign a certified statement to comply with all applicable conditions of the Registration and SWPCP. There will be no additional payment for the Contractor to sign the certification statement and no additional payment for the Contractor to comply with the conditions of the Registration and SWPCP.

The District Engineer is responsible to sign the Registration and will be the permittee for all Department construction projects. For all local town/municipal projects, the District Engineer is not responsible to sign the Registration as the local town or municipality will be the signed permittee.

If the Contractor requires a modification to the SWPCP, it shall be in accordance with the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control and the 2004 Connecticut Stormwater Quality Manual or as revised or amended. The Department shall approve or reject the modification to the SWPCP and notify the Contractor in writing as to any revisions or additional information required for approval within 30 days of the date of the Contractor's submission. No damage for delays will be granted to the Contractor based on time taken by the Department to review the Contractor's proposal, or to apply for or secure the Permit amendment, modification or revision as per Section 1.10 - Environmental Compliance, of the Standard Specifications for Roads, Bridges, and Incidental Construction Form 816 and any Supplements thereto. At no time shall the Contractor proceed with the proposed Permit amendment, modification, or revision unless the Engineer approves, in writing, the Contractor's request.

At a minimum, the Contractor along with qualified personnel (provided by the permittee) shall inspect the site for non stabilized areas, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within twenty four hours of the end of a storm that is 0.1 inches (2.54 mm) or greater. If a potential source of pollution is identified, pollution preventive measures shall be implemented within twenty four hours and the SWPCP must be amended within three calendar days.

In order for the Contractor to meet the requirements set forth in the SWPCP, the Contractor shall comply with additional erosion and sedimentation control provisions included in the project.

Erosion and Sedimentation Control Provisions:

Unless specifically outlined in the Contract Plans and/or SWPCP, the Contractor is not allowed to disturb more than two (2) acres (0.8094 ha) of erodible material per discharge point at any one time regardless of phasing. If the Contractor elects to deviate from the Contract Plans and/or SWPCP to disturb more than two (2) acres (0.8094 ha) of erodible material per discharge point at any one time regardless of phasing, the Contractor must provide a sequenced staging plan outlining the proposed disturbed activities. In all cases, the Contractor must meet the following conditions:

- If the area of disturbance is maintained less than two (2) acres (0.8094 ha) per discharge point, the Contractor may disturb additional areas if and only if the previously disturbed areas are temporarily or permanently stabilized using acceptable measures such as the standard controls which are provided in the SWPCP or as shown on the Contract Plans.
- If the construction activities create an area of disturbance to be at least two (2) acres (0.8094 ha) per discharge point but no more than five (5) acres (2.0235 ha) per discharge point, the Contractor must submit to the Engineer a revised SWPCP for review and approval. The SWPCP must include locations of the temporary sedimentation trap/temporary sedimentation basin per discharge point with a capacity to contain 134 cubic yards per acre (102.5 m³ per 0.4047 ha) of material. The Contractor shall design and construct the temporary sedimentation trap/temporary sedimentation basin in accordance with the 2002 Connecticut Guidelines for Soil and Sediment Control. The Contractor shall provide an inspection and maintenance plan for the temporary sedimentation trap/temporary sedimentation basin as part of the amended SWPCP.
- If the area of disturbance has a potential to reach more than five (5) acres (2.0235 ha) per discharge point, the Contractor must submit to the Engineer a revised SWPCP for review and approval. The SWPCP must include locations of the engineered sedimentation basin per discharge point with a capacity to contain 134 cubic yards per acre (102.5 m³ per 0.4047 ha) of material. The Contractor shall design and construct the engineered sedimentation basin in accordance with the 2004 Connecticut Stormwater Quality Manual. The Contractor shall provide an inspection and maintenance plan for the engineered sedimentation basin as part of the amended SWPCP.

The permittee shall amend the SWPCP whenever there is a change in Contactors or subcontractors at the site, or a change in design, construction, operation, or maintenance at the site which has the potential for the discharge of pollutants. In all cases as described above, the amended SWPCP shall adhere to and comply with Section 1.10 - Environmental Compliance, of the Standard Specifications for Roads, Bridges and Incidental Construction Form 816 and any Supplements thereto. No additional payment will be made for any Permit amendment, modification, or revision which alters the Contract Plans, SWPCP, and/or estimated quantities as a result of the Department's approval of the modifications to the Contract by the Contractor. Changes or variations to the Contract Plans and/or SWPCP by the Contractor shall not result in any additional cost to the State.

SECTION 1.05 – CONTROL OF THE WORK

1.05.02(2)---Working Drawings: is amended as follows:

Delete the first sentence in the first paragraph and substitute the following:

When required by the Contract or when ordered by the Engineer, the Contractor shall prepare and submit nine (9) copies of the working drawings and calculations or a single digital PDF file to the following for review prior to implementation:

Town of Trumbull
Attn: Frank Smeriglio, P.E. – Town Engineer
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
(203) 452-5053
E-Mail: fsmeriglio@trumbull-ct.gov

Add the following to the first paragraph:

When Working Drawings are submitted to the District (Town), copies of the transmittal letter shall be sent to the following party:

Luchs Consulting Engineers, Inc.
Attn: Doron Dagan, P.E.
89 Colony Street
Meriden, Connecticut 06451
(203) 379-0320 ext. 219

1.05.02(3)---Shop Drawings: is amended as follows:

Delete the first sentence in the first paragraph and substitute the following:

When required by the Contract or when ordered by the Engineer, the Contractor shall prepare and submit nine (9) copies of a single digital PDF file of the shop drawings to the following for review and approval before fabrication:

Town of Trumbull
Attn: Frank Smeriglio, P.E. – Town Engineer
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
(203) 452-5053
E-Mail: fsmeriglio@trumbull-ct.gov

Add the following to the first paragraph:

When Shop Drawings are submitted to the District (Town), copies of the transmittal letter shall be sent to:

Luchs Consulting Engineers, Inc.
Attn: Doron Dagan, P.E.
89 Colony Street
Meriden, Connecticut 06451
(203) 379-0320 ext. 219

SECTION 1.07 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Article 1.07.13 – Contractor's Responsibility for Adjacent Property, Facilities and Service is supplemented as follows:

The following company and representative shall be contacted by the Contractor to coordinate the protection of their utilities on this project 30 days prior to the start of any work on this project involving their utilities:

THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY – DBA FRONTIER OF CONNECTICUT

Ms. Lynne DeLucia
Engineering
1441 North Colony Road
Meriden, CT. 06450-4101
Tel. (203) 238-5000
E-Mail: lynne.m.anastasio@ftr.com

UNITED ILLUMINATING COMPANY

Mr. Fred Arnold
Project Management Engineer
180 Marsh Hill Road
Orange, CT 06477
Tel. (203) 499-3922 Mobil (203) 361-7513
E-Mail: fred.arnold@uinet.com

THE SOUTHERN CONNECTICUT GAS COMPANY

Mr. Kevin Geretey, P.E.
Engineering Manager
60 Marsh Hill Road
Orange, CT 06477
Tel. (203) 795-7767
E-Mail: kgerety@soconngas.com

AQUARION WATER COMPANY OF CONNECTICUT

Mr. Carlos Vizarrondo
Relocations Coordinator
600 Lindley Street
Bridgeport, CT 06606
Tel. (203) 337-5950
E-Mail: cvizcarrondo@aquarionwater.com

LIGHTOWER FIBER NETWORK

Mr. Eric Clark
Manager Fiber Construction
1781 Highland Avenue
Cheshire, Connecticut 06410
Tel. (203) 649-3904
E-Mail: eclark@lightower.com

CHARTER COMMUNICATION ENTERTAINMENT I, LLC
Dab CHARTER COMMUNICATION OF WESTERN CONN.

Mr. Keith Cournoyer
Construction Supervisor
207 Tuckie Road
North Windham, CT. 06256
Tel. (860) 456-8346 Ext. 53029
E-Mail: keith.cournoyer@charter.com

Town of Trumbull

Mr. John A. Del Vecchio
Director of Public Works
5866 Main Street, Town Hall
Trumbull, CT 06611
Tel. (203) 452-5045

SECTION 1.08 – PROSECUTION AND PROGRESS

Article 1.08.04 – Limitation of Operations – Add the following:

TIME RESTRICTIONS

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

MOOSE HILL ROAD AND SIDESTREETS

The Contractor may work Monday through Friday between 7:00 a.m. and 4:00 p.m.

The Contractor must maintain 1 lane of emergency vehicle access at all times.

The Contractor must maintain 1 lane for school buses to follow their routes and access all bus stops.

The Contractor must maintain 1 lane for vehicular traffic until 9:00 a.m. The Contractor may shut down the roadway for vehicular travel and implement the detour route from 9:00 a.m. until 4:00 p.m.

The Contractor must open the roadway to vehicular traffic at 4:00 p.m. each day. The Contractor shall install a sign reading “MOOSE HILL ROAD UNDER CONSTRUCTION, SECTIONS OF ROAD UNPAVED – USE ALTERNATE ROUTE” at each end of the phase at the end of each day.

The Contractor is only allowed to provide roadway closure overnight within Phase 3 to install the drainage culvert. Plates must be installed overnight at the work area to allow the passage of emergency vehicles.

The Contractor must coordinate with the Traffic Authority for officer supervision during construction. An officer at each end of the detour may be required, as determined by the Traffic Authority.

The Contractor must work within 1 phase at a time, the drainage and one layer of asphalt in the roadway must be complete prior to beginning work in the next phase.

Night work will not be permitted without the express permission from the Town of Trumbull. Written request for night work shall be submitted to the Town of Trumbull for review and approval at least two weeks before the work is to be performed.

For all 3 phases, the Contractor must first prepare the shoulder areas to allow for the relocation of the utility poles and wires. The Contractor must protect the existing poles from vehicular traffic. The Contractor must coordinate their work with the utility companies so there is no interruption in the utility relocation work.

The Contractor must install temporary asphalt at the end of each day for utility trench work.

The Contractor must re-grade the roadway in a manner to allow vehicular traffic at the end of each day.

The Contractor must install the full width of asphalt at the end of each week as part of re-profiling the roadway.

Structures must not be elevated during construction. Contractor must keep all manhole covers flush or buried until top surface of asphalt is installed. Catch basin tops shall be flush with roadway during construction.

The Contractor must complete all work on private property immediately. Including, but not limited to, tree removal, drainage installation, wall replacement, grass restoration and planting installation.

SECTION 4.06 BITUMINOUS CONCRETE

Section 4.06 is being deleted in its entirety and replaced with the following:

4.06.01—Description

4.06.02—Materials

4.06.03—Construction Methods

4.06.04—Method of Measurement

4.06.05—Basis of Payment

4.06.01—Description: Work under this section shall include 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 ConnDOT with a Quality Control Plan as described in Article 4.06.03.

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

Bituminous Concrete: A concrete material that uses a bituminous material (typically asphalt) as the binding agent and stone and sand as the principal aggregate components. Bituminous concrete may also contain any of a number of additives engineered to modify specific properties and/or behavior of the concrete material. For the purposes of this Specification, references to bituminous concrete apply to all of its sub-categories, for instance those defined on the basis of production and placement temperatures, such as hot-mix asphalt (HMA) or warm-mix asphalt (WMA), those categories derived from the mix-design procedure used, such as “Marshall” mixes or “Superpave” mixes, or those defined on the basis of composition, such as polymer-modified asphalt (PMA).

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

Density Lot: All material placed in a single lift and as defined in Article 4.06.03.

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.

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

Lift: An application of a bituminous concrete mixture placed and compacted to a specified thickness in a single paver pass.

Marshall: A bituminous concrete mix design used in mixtures designated as “Bituminous Concrete Class ()”.

Polymer Modified Asphalt (PMA): A bituminous concrete mixture containing a polymer modified asphalt binder in accordance with contract specifications.

Production Lot: All material placed during a continuous daily paving operation.

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.

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

4.06.02—Materials: All materials shall conform to the requirements of Section M.04.

1. Materials Supply: The bituminous concrete mixture must be from one source of supply and originate from one Plant unless authorized by the Engineer. Bituminous Concrete plant QC plan requirements are defined in Section M.04.

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

4.06.03—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).
- k. For every mixture designation the running daily total delivered and sequential load number.

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 Article 4.06.04.

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 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.

Truck body coating and cleaning agents must not have a deleterious effect on the transported mixture. The use of solvents or fuel oil, in any concentration, is strictly prohibited for the coating of the inside of truck bodies. 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.

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. During the paving operation, the use of solvents or fuel oil, in any concentration, is strictly prohibited as a release agent or cleaner on any paving equipment (i.e., rollers, pavers, transfer devices, etc.).

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. Rollers 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.

Lighting: For paving operations, which will be performed during hours of darkness, the paving equipment shall be equipped with lighting fixtures as described below, or with approved lighting fixtures of equivalent light output characteristics. A sufficient number of spare lamps shall be available on site as replacements in the event of failures. The Contractor shall provide brackets and hardware for mounting light fixtures and generators to suit the configuration of the rollers and pavers. Mounting brackets and hardware shall provide for secure connection of the fixtures, minimize vibration, and allow for adjustable positioning and aiming of the light fixtures. Lighting shall be aimed to maximize the illumination on each task and minimize glare to passing traffic. The Contractor shall provide generators on rollers and pavers of the type, size, and wattage, to adequately furnish 120 V AC of electric power to operate the specified lighting equipment. A sufficient amount of fuel shall be available on site. There shall be switches to control the lights. Wiring shall be weatherproof and installed to all applicable codes. The minimum lighting requirements are found in tables 4.06-1 and 4.06-2:

Table 4.06-1: Paver Lighting

Fixture	Quantity	Remarks
Type A	3	Mount over screed area
Type B (narrow) or Type C (spot)	2	Aim to auger and guideline
Type B (wide) or Type C (flood)	2	Aim 25 feet behind paving machine

Table 4.06-2: Roller Lighting

Fixture*	Quantity	Remarks
Type B (wide)	2	Aim 50 feet in front of and behind roller
Type B (narrow)	2	Aim 100 feet in front of and behind roller
OR		
Type C (flood)	2	Aim 50 feet in front of and behind roller
Type C (spot)	2	Aim 100 feet in front of and behind roller

*All fixtures shall be mounted above the roller.

Type A: Fluorescent fixture shall be heavy-duty industrial type. It shall be enclosed and sealed to keep out dirt and dampness. It shall be UL listed as suitable for wet locations. The fixture shall contain two 4-foot long lamps - Type "F48T12CWHO". The integral ballast shall be a high power factor, cold weather ballast, and 120 volts for 800 MA HO lamps. The housing shall be aluminum, and the lens shall be acrylic with the lens frame secured to the housing by hinging latches. The fixture shall be horizontal surface mounting, and be made for continuous row installation.

Type B: The floodlight fixture shall be heavy-duty cast aluminum housing, full swivel and tilt mounting, tempered-glass lens, sealed door, reflector to provide a wide distribution or narrow distribution as required, mogul lamp socket for 250 watt Metal Halide lamp, 120 volt integral ballast, and be UL listed as suitable for wet locations.

Type C: The power beam holder shall have ribbed die cast aluminum housing and a clear tempered-glass lens to enclose the fixture. There shall be an arm fully adjustable for aiming, with a male-threaded mount with serrated teeth and lock nuts. There shall be a 120-volt heatproof socket with extended fixture wiring for an "Extended Mogul End Prong" lamp base. The fixture shall have gaskets, and shall be UL listed as suitable for wet locations. The lamps shall be 1000-watt quartz PAR64, both Q1000PAR64MFL (flood) and Q1000PARNSP (spot) will be required.

4. Seasonal Requirements: Paving, including placement of temporary pavements, shall be divided into two seasons, In-Season and Extended Season. In-Season paving shall occur from May 1 – October 14, and Extended Season shall occur from October 15- April 30. The following requirements shall apply unless otherwise authorized or directed by the Engineer:

- Bituminous concrete mixes shall not be placed when the air or subbase temperature is below 40°F regardless of the season.
- Should paving operations be scheduled during the Extended Season, the Contractor's Quality Control Plan for placement described in Section 9. "Contractor Quality Control Plan for Placement" shall include a separate section titled "Extended Season Paving" and address minimum delivered mix temperature, maximum paver speed, enhanced rolling patterns and the method to balance mixture delivery and placement operations. Work covered by the section on Extended Season paving shall not commence until the Engineer's comments have been incorporated into the section and approved.
- Should placement of the final lift of bituminous concrete be scheduled during the Extended Season, the Contractor is required to submit this plan to the Engineer for review 30 days prior to the paving operation.

5. 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) Posted speed limit is greater than 35 MPH: 30 feet per inch of vertical change (thickness)
- b) Posted speed limit is 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) Posted speed limit is 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) Posted speed limit is 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.

6. 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 bituminous concrete mixture shall not be placed whenever the surface is wet or frozen. The Engineer will verify the mix temperature by means of a probe or infrared type of thermometer. A probe type thermometer, verified by the Department on an annual basis, must be used in order to reject a load of mixture based on temperatures outside the range stated in the placement QC plan.

Placement: The bituminous concrete mixture shall be placed and compacted to provide a smooth, dense surface with a uniform texture and no segregation at the specified thickness and dimensions indicated in the plans and specifications.

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 bituminous concrete placed at a uniform specified thickness shall meet the following requirements for thickness and area. Any pavement exceeding these limits shall be subject to an adjustment or removal. Lift tolerances will not relieve the Contractor from meeting the final designed grade. Lifts of specified 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 4.06-3, the longitudinal limits of such variation including locations and intervals of the measurements will be documented by the Engineer for use in calculating an adjustment in accordance with Article 4.06.04.

TABLE 4.06-3 Thickness Tolerances

Mixture Designation	Lift Tolerance
Class 4	+/- $\frac{3}{8}$ inch
Class 1, 2 and 12	+/- $\frac{1}{4}$ inch

Where the thickness of the lift of mixture is less than that shown on the plans beyond the tolerances shown in Table 4.06-3, 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 specified 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 the adjustment in Article 4.06.04.
- 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 overweight amount will be documented by the Engineer for use in calculating an adjustment in accordance with Article 4.06.04.

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 bituminous concrete 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 an application rate of 0.03 to 0.05 gallons per square yard for a non-milled surface and an application rate of 0.05 to 0.07 gallons per square yard for a milled surface. For areas where both milled and un-milled surfaces occur, the tack coat shall be an application rate of 0.03 to 0.05 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 Article 4.06.03 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.

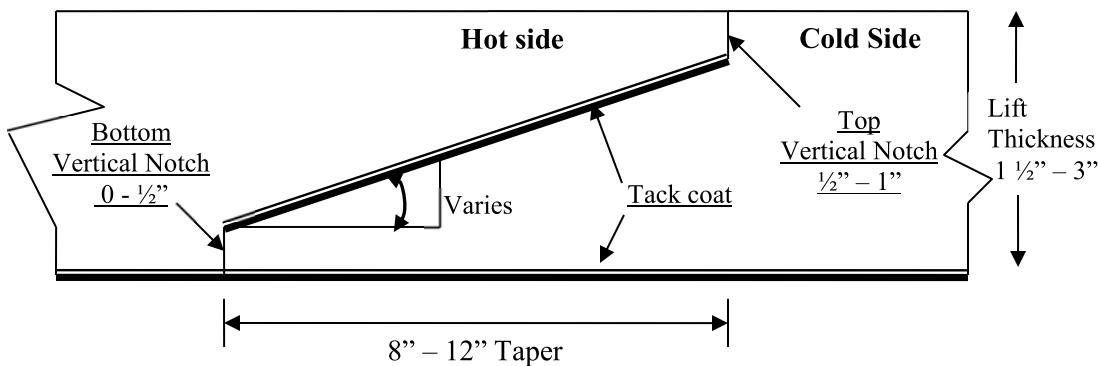
Surface Requirements: The pavement surface of any lift shall meet the following requirements for smoothness and uniformity. Any irregularity of the surface exceeding these requirements shall be corrected by the Contractor.

- a) Smoothness- Each lift of the surface course shall not vary more than $\frac{1}{4}$ inch from a Contractor-supplied 10 foot straightedge. For all other lifts of bituminous concrete, the tolerance shall be $\frac{3}{8}$ 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.

7. 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 Joint (see figure 4.06-1) when constructing longitudinal joints where lift thicknesses are between $1\frac{1}{2}$ and 3 inches, except for Class 4 mixes. Method II Butt Joint (see figure 4.06-2) shall be used for lifts less than $1\frac{1}{2}$ inches or greater than 3 inches, and Class 4 mixes. During placement of multiple lifts of bituminous concrete, 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. Each longitudinal joint shall maintain a consistent offset from the centerline of the roadway along its entire length.

Method I - Notched Wedge Joint:

Figure 4.06-1



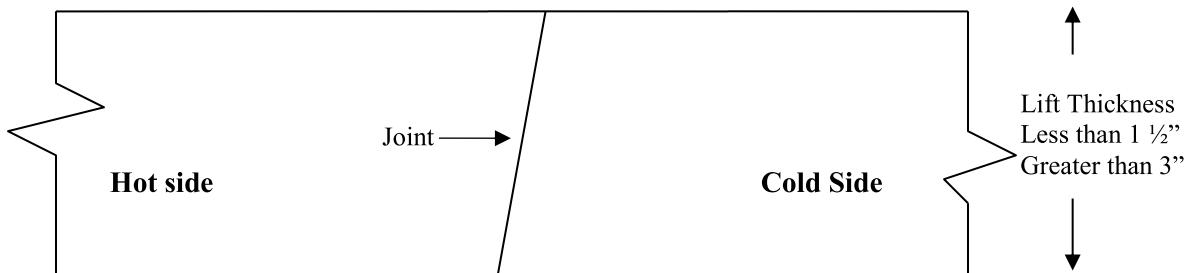
A notched wedge joint shall be constructed, as shown in the figure using a device that is capable of adjusting the top and bottom vertical notches independently and is attached to the paver screed. The taper portion of the joint must be placed over the longitudinal joint in the lift immediately below. 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 may be waived if addressed in the QC plan and approved by the Engineer.

The pavement surface under the wedge joint must have an application of tack coat material. Prior to placing the completing pass (hot side), an application of tack coat must be applied to the exposed surface of the tapered section; regardless of time elapsed between paver passes. The in-place time allowance described in Sub article 4.06.03-7 does not apply to joint construction.

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.

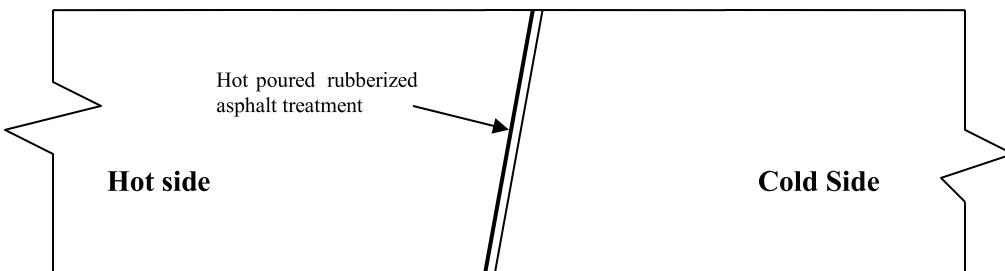
The wedge joint may not be exposed to traffic, longitudinal cold joint will not be permitted. The Contractor must install (full width) at the completion of days when paving is performed.

Method II - Butt Joint:**Figure 4.06-2**

When adjoining 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 (see figure 4.06-3) may be used.

Figure 4.06-3

All of the requirements of Method II must be met with Method III. In addition, the longitudinal vertical edge must be treated with a joint seal material meeting the requirements of Section M.04 prior to placing a completing pass. The joint seal 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.

8. Contractor Quality Control (QC) Requirements for Placement:

The Contractor shall be responsible for maintaining adequate quality control procedures throughout the 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 the Contractor shall submit a QCP to the Engineer for approval. The QCP shall be submitted at the pre-construction meeting or a minimum 30 days prior to any production or paving. The QCP shall be in the format provided by the Engineer. Work covered by the QCP shall not commence until the Engineer's comments have been incorporated into the QCP and approved. The QCP shall detail every aspect of the placement process and if required, include a separate section on Extended Season paving as described in Section 4. "Seasonal Requirements". Information provided shall include the organization and procedures which the Contractor shall use to control all project site activity. The QCP must address the actions, inspection, or 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 in a timely fashion. The QCP shall also include details on when and who will communicate with personnel at the bituminous concrete plant to determine when immediate changes to the production or placement processes are needed, and to implement the required changes.

In addition the QCP shall also include the name and qualifications of a Quality Control Manager (QCM). The QCM shall be responsible for the administration of the QCP, and any modifications that may become necessary. The QCM shall have the ability to direct all Contractor personnel on the project during paving operations. All Contractor sampling, inspection and test reports shall be reviewed and signed by the QCM 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 relieve the Contractor of its responsibility to comply with the project specifications. The Contractor may modify the QCP as work progresses and must document the changes in writing prior to commencing the next paving operation. These changes include but are not limited to changes in quality control procedures or personnel. 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 bituminous concrete production and placement conforms to the requirements as outlined in its diameter for S1.0 mixtures -wet sawed) from sampling locations determined by the Engineer. QCP during all phases of the work.

- a) Control Charts: The Contractor shall develop and maintain density control charts and shall submit them to the Engineer. The control charts shall include the project number, test numbers,

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 the placement process. The control chart(s) shall be updated each day of production, and a copy shall be submitted prior to the next day's production.

b) Records of Inspection and Testing: For each day of 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 complete and accurate density sampling, testing and inspection documents to the Engineer within 48 hours. The documents shall be submitted in a manner acceptable to the Engineer.

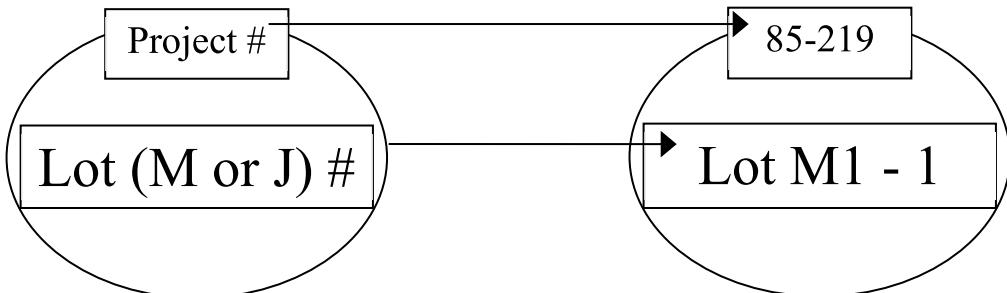
The Contractor may obtain one (1) mat core and one (1) joint core per day for process control, provided this process is detailed in the QCP. The results of these process control cores shall not be used to dispute the Department determinations from the acceptance cores. The Contractor shall submit the location of each process control core to the Engineer for approval prior to taking the core. Additional cores may be obtained to correlate a density gauge used by the contractor for quality control as approved by the Engineer. The core holes shall be filled to the same requirements described in Sub article 4.06.03-10.

9. Density Testing of Bituminous Concrete Utilizing Core Samples: This procedure describes the frequency and the method the Contractor shall use to obtain pavement cores for acceptance from the project. Coring shall be performed on each lift specified to a thickness of one and one-half (1 ½) inches or more. Each lift including the longitudinal joints shall be compacted to the degree specified in Tables 4.06-9 and 4.06-10. The density of each core shall be determined using the production lot's average maximum theoretical gravity established from the plant production testing. Bituminous concrete Class 4 and HMA S1 are excluded from the longitudinal joint density requirements.

The Contractor shall extract cores (4 or 6 inch diameter for S0.25, S0.375 and S0.5 mixes, 6 inch The Engineer must witness the extraction and labeling of cores, as well as the filling of the core holes. The cores shall be labeled by the Contractor with the project number, lot number, and sub-lot number on the top surface of the core. When labeling the core lot number, include whether the core is from a mat lot or joint lot by using an "M" for a mat core and "J" for a joint core. For example, a core from the first sub-lot of the first mat lot shall be labeled with "Lot M1 – 1". The first number refers to the lot and the second number refers to the sub-lot. Refer to Figure 4.06-4. The side of the cores shall be labeled with the core lot number and date placed. The project inspector shall fill out a MAT-109 containing the same information to accompany the cores. The Contractor shall deliver the cores and MAT-109 to the Department's Central Testing Lab in a safe manner to ensure no damage occurs to the cores. The Contractor shall use a container approved by the Engineer. In general the container shall consist of an attached lid container made out of plastic capable of being locked shut and tamper proof. The Contractor shall use foam, bubble wrap, or another suitable material to prevent the cores from being damaged during transportation. Once the cores and MAT-109 are in the container the Engineer will secure the lid using a security

seal. The security seal's identification number must be documented on the MAT-109. The Central Lab will break the security seal and take possession of the cores upon receipt.

Figure 4.06-4



Frequency of sampling is in accordance with the following tables:

TABLE 4.06-4 - TESTING REQUIREMENT FOR BRIDGE DENSITY LOT

Length of Each Structure (Feet)	MAT – No. of Cores	JOINT - No. of cores
$\leq 500'$	See Table 4.06-5(A or B)	See Table 4.06-5(A or B)
501' – 1500'	3	3
1501' – 2500'	4	4
2501' and greater	5	5

All material placed on structures less than or equal to 500 feet in length shall be included as part of a standard lot as follows:

**TABLE 4.06-5A – TESTING REQUIREMENT FOR DENSITY LOTS
 ≥ 500 TONS**

Lot Type	No. of Mat Cores		No. of Joint Cores		Target Lot Size (Tons)
Lot Without Bridge ⁽¹⁾	4		4		2000
Lot With Bridge(s) ⁽¹⁾⁽²⁾	4 plus	1 per structure ($\leq 300'$)	4 plus	1 per structure ($\leq 300'$)	2000
		2 per structure (301' – 500')		2 per structure (301' – 500')	

**TABLE 4.06-5B – TESTING REQUIREMENT FOR DENSITY LOTS
 < 500 TONS**

Lot Type	No. of Mat Cores	No. of Joint Cores	Lot Size (Tons)
Lot Without Bridge ⁽¹⁾	3	3	1 per lift
Lot With Bridge(s) ⁽¹⁾⁽²⁾	3	3	1 per lift

Note (1): The number of "Required Paver Passes for Full Width" shall be used to determine the sub-lot sizes within the lot. The number of paver passes for full width is determined by the contractor.

Note (2): If a non-bridge mat or joint core location randomly falls on a structure, the core is to be obtained on the structure in addition to the core(s) required on the structure.

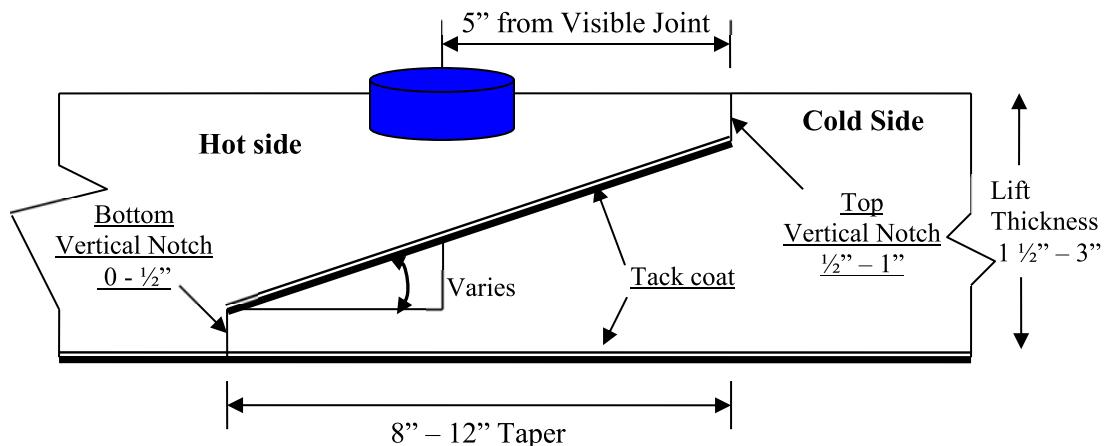
A density lot will be complete when the full designed paving width of the established lot length has been completed and shall include all longitudinal joints that exist between the curb lines regardless of date(s) paved. Quantity of material placed on structures less than or equal to 500 feet long is inclusive of the standard lot. Prior to paving, the total length of the project to be paved shall be split up into lots that contain approximately 2000 tons each. Areas such as highway ramps may be combined to create one lot. In general, combined areas should be set up to target a 2000 ton lot size. One adjustment will apply for each lot. The tons shall be determined using the yield calculation in Article 4.06.04. The last lot shall be the difference between the total payable tons for the project and the sum of the previous lots.

After the compaction process has been completed, the material shall be allowed to cool sufficiently to allow the cutting and removal of the core without damage. The Contractor shall core to a depth that allows extraction so that the uppermost layer being tested for density will not be affected.

A mat core shall not be taken any closer than one foot from the edge of a paver pass. If a random number locates a core less than one foot from any edge, locate the core so that the sample is one foot from the edge.

Joint cores must be taken so that the center of the core is 5 inches from the visible joint on the hot mat side. Refer to figure 4.06-5.

Figure 4.06-5



Cores may be obtained daily or weekly. All cores must be cut within 5 calendar days of placement. Any core that is damaged or obviously defective while being obtained will be replaced with a new core from a location within 2 feet measured in a longitudinal direction.

Core holes shall be filled immediately upon core extraction. Prior to being filled, the hole shall be prepared by removing any free water and applying tack coat using a brush or other means to uniformly cover the cut surface. The core hole shall be filled with a mixture containing the same nominal maximum aggregate size and compacted with a hand compactor or other mechanical

means to the maximum compaction possible. The bituminous concrete mixture shall be compacted to $\frac{1}{8}$ inch above the finished pavement prior to opening the roadway to traffic.

10. 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 ASTM D 3665, or a statistically based procedure of random sampling approved by the Engineer.

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. The Department will perform verification testing on the Contractor's acceptance test results. Should binder content or air void results exceed the specified tolerances in the Department's current QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures, the Department will investigate to determine an assignable cause. Contractor's test results for a subject lot or sub lot may be replaced with verification's result for the purpose of assessing adjustments. The verification procedure is included in the Department's current QA Program for Materials.

Density Acceptance: The Engineer will perform all acceptance testing on the cores in accordance with AASHTO T 331(M).

11. 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 notification of the test results. No request for dispute resolution will be allowed unless the Contractor provides quality control results within the timeframe described in Sub article 4.06.03-9 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 a new set of core samples per disputed lot. The core samples must be extracted no later than 30 calendar days from the date of Engineer's authorization. The number and type (mat, joint, or structure) of the cores taken for dispute resolution must reflect the number and type of the cores taken for acceptance. The location of each core shall be 36" from the original acceptance core location forward along a line parallel to the baseline that results in the same type (mat, joint, or structure) of core. All such core samples shall be extracted and filled using the procedure outlined in Article 4.06.03. The results from the dispute resolution cores shall be added to the results from the acceptance cores and averaged for determining the final in-place density value.

12. 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 $1\frac{1}{2}$ 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.

13. 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.

14. 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.

4.06.04—Method of Measurement:

1. Bituminous Concrete Class () or HMA S* or PMA 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.

2. 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 specified thickness (in.) of the lift being placed.

Tons Adjusted for Area (T_A) = [(L x W_{adj})/9] x (t) x 0.0575 Tons/SY/inch = (-) Tons

Where: L = Length (ft)

(t) = Actual thickness (inches)

W_{adj} = (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 (T_T) = A x t_{adj} x 0.0575 = (-) Tons

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

t_{adj} = 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 (T_W) = 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 4.06-6) or Superpave mix designs (Table 4.06-7 and 4.06-8) , an adjustment will be made using the following formulas. The Department's Division of Material Testing will calculate the daily adjustment values for T_{MD} and T_{SD}.

(1) *Marshall Design-* The tolerances shown in Table 4.06-6 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, an adjustment will be computed using the following formula:

Tons Adjusted for Marshall Design (T_{MD}) = M x 0.10

Where: M= Tons of bituminous concrete mixture exceeding the tolerances in Table 4.06-5.

TABLE 4.06-6
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 4.06-7 and 4.06-8 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:

$$\text{Tons Adjusted for Superpave Design (T}_{\text{sd}}) = [(AdjAV_t + AdjPB_t) / 100] \times \text{Tons}$$

$$\text{Percent Adjustment for Air Voids} = AdjAV_t = [AdjAV_1 + AdjAV_2 + AdjAV_i + \dots + AdjAV_n] / n$$

Where: $AdjAV_t$ = Total percent air void adjustment value for the lot

$AdjAV_i$ = Adjustment value from Table 4.06-7 resulting from each sub lot or the average of the adjustment values resulting from multiple tests within a sub lot, as approved by the Engineer.

n = number of sub lots based on Table M.04.03-1

TABLE 4.06-7
ADJUSTMENT VALUES FOR AIR Voids (SUPERPAVE)

Adjustment Value ($AdjAV_i$) (%)	S0.25, S0.375, S0.5, S1 Air Voids (AV)
+2.5	3.8 - 4.2
+3.125*(AV-3)	3.0 - 3.7
-3.125*(AV-5)	4.3 - 5.0
20*(AV-3)	2.3 - 2.9
-20*(AV-5)	5.1 - 5.7
-20.0	≤ 2.2 or ≥ 5.8

$$\text{Percent Adjustment for Liquid Binder} = AdjPB_t = [(AdjPB_1 + AdjPB_2 + AdjPB_i + \dots + AdjPB_n) / n]$$

Where: $AdjPB_t$ = Total percent liquid binder adjustment value for the lot

$AdjPB_i$ = Adjustment value from Table 4.06-7 resulting from each sub lot

n = number of binder tests in a production lot

TABLE 4.06-8

Adjustment Value (AdjAV _i) (%)	<u>S0.25, S0.375, S0.5, S1</u> 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 specified 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. If either the Mat or Joint adjustment value is “remove and replace”, the density lot shall be removed and replaced (curb to curb).

Tons Adjusted for Density (T_D) = $[(\{PA_M \times .50\} + \{PA_J \times .50\}) / 100] \times \text{Density Lot Tons}$

Where: T_D = Total tons adjusted for density for each lot

PA_M = Mat density percent adjustment from Table 4.06-9

PA_J = Joint density percent adjustment from Table 4.06-10

TABLE 4.06-9
ADJUSTMENT VALUES FOR PAVEMENT MAT DENSITY

Average Core Result Percent Mat Density	Percent Adjustment (Bridge and Non-Bridge) (1,2)
97.1 - 100	-1.667*(ACRPD-98.5)
94.5 – 97.0	+2.5
93.5 – 94.4	+2.5*(ACRPD-93.5)
92.0 – 93.4	0
90.0 – 91.9	-5*(92-ACRPD)
88.0 – 89.9	-10*(91-ACRPD)
87.0 – 87.9	-30
86.9 or less	Remove and Replace (curb to curb)

TABLE 4.06-10
ADJUSTMENT VALUES FOR PAVEMENT JOINT DENSITY

Average Core Result Percent Joint Density	Percent Adjustment (Bridge and Non-Bridge) (1,2)
97.1 – 100	-1.667*(ACRPD-98.5)
93.5 – 97.0	+2.5
92.0 – 93.4	+1.667*(ACRPD-92)
91.0 – 91.9	0
89.0 – 90.9	-7.5*(91-ACRPD)

88.0 – 88.9	-15*(90-ACRPD)
87.0 – 87.9	-30
86.9 or less	Remove and Replace (curb to curb)

(1) ACRPD = Average Core Result Percent Density

(2) All Percent Adjustments to be rounded to the second decimal place. For example, 1.667 is to be rounded to 1.67.

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 of material used for the installation of temporary transitions shall be measured for payment under the appropriate 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.

5. 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. No tack coat material shall be included that is placed in excess of the tolerance described in Article 4.06.03.

Method of Measurement:

- Container Method- Material furnished in a container will be measured to the nearest $\frac{1}{2}$ 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 $\frac{1}{2}$ 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.
- 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.

4.06.05—Basis of Payment:

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

- All costs associated with providing illumination of the work area are included in the general cost of the work.
- All costs associated with constructing longitudinal joints 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. Bituminous Concrete Adjustment Costs: The adjustment will be calculated using the formulas shown below if all of the measured adjustments in Article 4.06.04 do not equal zero. A payment will be made for a positive adjustment. A deduction from monies due the Contractor will be made for a negative adjustment.

Production Lot: $[T_T + T_A + T_w + (T_{MD} \text{ or } T_{SD})] \times \text{Unit Price} = \text{Est. (P)}$

Density Lot: $T_D \times \text{Unit Price} = \text{Est. (D)}$

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

T_* = Total tons of each adjustment calculated in Article 4.06.04

Est. () = Pay Unit represented in dollars representing 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 of material used for the installation of temporary transitions shall be paid under the appropriate pay 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.

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

Pay Item*

Bituminous Concrete, Class ()
Bituminous Concrete Adjustment Cost
Material for Tack Coat

Pay Unit*

ton
est.
gal.

SECTION M.04 BITUMINOUS CONCRETE

Section M.04 is being deleted in its entirety and replaced with the following:

M.04.01—Bituminous Concrete Materials and Facilities

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

M.04.03—Production Requirements

M.04.01—Bituminous Concrete Materials and Facilities: Each source of material, and facility or plant used to produce and test bituminous concrete must be qualified on an annual basis by the Engineer. Test Procedures and Specifications referenced herein are in accordance with the latest AASHTO and ASTM Standard Test Procedures and Specifications. Such references when noted with an (M) have been modified by the Engineer and are detailed in Table M.04.03-6.

The Contractor shall submit to the Engineer all sources of coarse aggregate, fine aggregate, mineral filler, PG binder, and if applicable any additives such as but not limited to anti-strip, warm mix, and polymer modifiers. The Contractor shall submit a Material Safety Data Sheet (MSDS) for each grade of binder, and additive to be used on the Project. The Contractor shall not change any material sources without prior approval of the Engineer.

An adequate quantity of each size aggregate, mineral filler, bitumen, and additives, shall be maintained at the bituminous concrete plant site at all times while the plant is in operation to ensure that the plant can consistently produce bituminous concrete mixtures that meet the job mix formula (JMF) as specified in Article M.04.02. The quantity of such material shall be reviewed by the Engineer on an individual plant basis and is dependent upon the plant's daily production capacity. A total quantity of any material on site that amounts to less than one day's production capacity may be cause for the job mix formula to be rejected.

1. Coarse Aggregate:

- a. Requirements: The coarse aggregate shall consist of clean, hard, tough, durable fragments of crushed stone or crushed gravel of uniform quality. Aggregates from multiple sources of supply must not be mixed or stored in the same stockpile.
- b. Basis of Approval: The request for approval of the source of supply shall include a washed sieve analysis in accordance with AASHTO T 27. The G_{sa}, G_{sb}, and P_w_a shall be determined in accordance with AASHTO T 85. The coarse aggregate must not contain more than 1% crusher dust, sand, soft disintegrated pieces, mud, dirt, organic and other injurious materials. When tested for abrasion using AASHTO T 96, the aggregate loss must not exceed 40%. When tested for soundness using AASHTO T 104 with a magnesium sulfate solution, the coarse aggregate must not have a loss exceeding 10% at the end of 5 cycles.

For all bituminous mixtures, materials shall also meet the coarse aggregate angularity criteria as specified in Tables M.04.02-2 thru M.04.02-4 for blended aggregates retained

on the #4 sieve when tested according to ASTM D 5821. The amount of aggregate particles of the coarse aggregate blend retained on the #4 sieve that are flat or elongated shall be determined in accordance with ASTM D 4791 and shall not exceed 10% by weight when tested to a 3:1 ratio, as shown in Tables M.04.02-2 thru M.04.02-4.

2. Fine Aggregate:

Requirements: The fine aggregate from each source quarry/pit deposit shall consist of clean, hard, tough, rough-surfaced and angular grains of natural sand; manufactured sand prepared from washed stone screenings; stone screenings, slag or gravel; or combinations thereof, after mechanical screening or manufactured by a process approved by the Engineer. The Contractor is prohibited from mixing two or more sources of fine aggregate on the ground for the purpose of feeding into a plant.

- a. All fine aggregate shall meet the listed criteria shown in items #1 thru #7 of Table M.04.01-1. Table M.04.01-1 indicates the quality tests and criteria required for all fine aggregate sources. Individually approved sources of supply shall not be mixed or stored in the same stockpile. The fine aggregates must be free from injurious amounts of clay, loam, and other deleterious materials.

For Superpave mixtures, in addition to the above requirements, the fine aggregate angularity shall be determined by testing the materials passing the #8 sieve in accordance with AASHTO T 304, Method A. Qualification shall be based on the criteria listed in Tables M.04.02-2 thru M.04.02-4. The fine aggregate shall also be tested for clay content as a percentage contained in materials finer than the #8 sieve in accordance with AASHTO T 176.

Table M.04.01-1: Fine Aggregate Criteria by Pit/Quarry Source

Item	Title	AASHTO Protocol(s)	Criteria
1	Grading	T 27 & T 11	100% Passing 3/8 inch 95% Passing the #4 min.
2	Absorption	T 84	3% maximum
3	Plasticity limits	T 90	0 or not detectable
4	L.A. Wear	T 96	50% maximum(fine agg. particle size # 8 and above)
5	Soundness by Magnesium Sulfate	T 104	20% maximum @ 5 cycles
6	Clay Lumps and Friable Particles	T 112	3% maximum
7	Deleterious Material	As determined by the Engineer	Organic or inorganic calcite, hematite, shale, clay or clay lumps, friable materials, coal-lignite, shells, loam, mica, clinkers, or organic matter (wood, etc). -Shall not contain more than 3% by mass of any individual listed constituent and not more than 5% by mass in total of all listed constituents.
8	Petrographic Analysis	ASTM C 295	Terms defined in Section M.04.01-2c.

b. Basis of Approval: A Quality Control Plan for Fine Aggregate (QCPFA) provided by the Contractor shall be submitted for review and approval for each new source documenting how conformance to Items 1 through 7 as shown in Table M.04.01-1 is monitored. The QCPFA must be resubmitted any time the process, location or manner of how the fine aggregate (FA) is manufactured changes, or as requested by the Engineer. The QCPFA must include the locations and manufacturing processing methods. The QCPFA for any source may be suspended by the Engineer due to the production of inconsistent mixtures.

The Contractor shall submit all test results to the Engineer for review. The Contractor shall also include a washed sieve analysis in accordance with AASHTO T 27/T 11. Any fine aggregate component or final combined product shall have 100% passing the 3/8 inch sieve and a minimum of 95% passing the # 4. The G_{sa}, G_{sb}, and P_{wa} shall be determined in accordance with AASHTO T 84.

The Contractor will be notified by the Engineer if any qualified source of supply fails any portion of Table M.04.01-1. One retest will be allowed for the Contractor to make corrections and/or changes to the process. If, upon retest, the material does not meet the requirements of items 1-7, additional testing will be required in accordance with item 8.

c. The Contractor may provide a Petrographic analysis of the material performed by a third party acceptable to the Engineer at its' own expense. The Contractor shall submit the results of the analysis with recommended changes to the manufacturing process to the Engineer. The Contractor shall submit fine aggregate samples for testing by the Engineer after the recommended changes have been made.

The Contractor may request the use of such fine aggregate on select project(s) for certain applications of bituminous concrete pavement. Such material will be monitored for a period no less than 48 months, at no cost to the State. Terms of any evaluation and suitable application will be determined by the Engineer.

3. Mineral Filler:

a. Requirements: Mineral filler shall consist of finely divided mineral matter such as rock dust, including limestone dust, slag dust, hydrated lime, hydraulic cement, or other accepted mineral matter. At the time of use it shall be freely flowing and devoid of agglomerations. Mineral filler shall be introduced and controlled at all times during production in a manner acceptable to the Engineer.

b. Basis of Approval: The request for approval of the source of supply shall include the location, manufacturing process, handling and storage methods for the material. Mineral filler shall conform to the requirements of AASHTO M-17

4. Liquid Bituminous Materials:

a. General:

- i. Liquid PG binders shall be uniformly mixed and blended and be free of contaminants such as fuel oils and other solvents. Binders shall be properly heated and stored to prevent damage or separation.
- ii. The blending at mixing plants of PG binder from different suppliers is strictly prohibited. Contractors who blend PG binders will be classified as a supplier and will be required to certify the binder in accordance with AASHTO R-26(M). The binder shall meet the requirements of AASHTO M-320(M) and AASHTO R-29(M). The Contractor shall submit a Certified Test Report and bill of lading representing each delivery in accordance with AASHTO R-26(M). The Certified Test Report must also indicate the binder specific gravity at 77°F; rotational viscosity at 275°F and 329°F and the mixing and compaction viscosity-temperature chart for each shipment.
- iii. The Contractor shall submit the name(s) of personnel responsible for receipt, inspection, and record keeping of PG binder materials. Contractor plant personnel shall document specific storage tank(s) where binder will be transferred and stored until used, and provide binder samples to the Engineer upon request. The person(s) shall assure that each shipment (tanker truck) is accompanied by a statement certifying that the transport vehicle was inspected before loading and was found acceptable for the material shipped and that the binder will be free of contamination from any residual material, along with two (2) copies of the bill of lading.
- iv. Basis of Approval: The request for approval of the source of supply shall list the location where the material will be manufactured, and the handling and storage methods, along with necessary certification in accordance with AASHTO R-26(M). Only suppliers/refineries that have an approved “Quality Control Plan for Performance Graded Binders” formatted in accordance with AASHTO R-26(M) will be allowed to supply PG binders to Department projects.

b. Neat Performance Grade (PG) Binder:

- i. PG binder shall be classified by the supplier as a “Neat” binder for each lot and be so labeled on each bill of lading. Neat PG binders shall be free from modification with: fillers, extenders, reinforcing agents, adhesion promoters, thermoplastic polymers, acid modification and other additives, and shall indicate such information on each bill of lading and certified test report.
- ii. The asphalt binder shall be Performance Grade PG 64-22.

c. Modified Performance Grade (PG) Binder

Unless otherwise noted, the asphalt binder shall be Performance Grade PG 76-22 asphalt modified with a Styrene-Butadiene-Styrene (SBS) polymer. The polymer modifier shall be added at either the refinery or terminal and delivered to the bituminous concrete production facility as homogenous blend. The stability of the modified binder shall be verified in accordance with ASTM D7173 using the Dynamic Shear Rheometer (DSR). The DSR $G^*/\sin(\delta)$ results from the top and bottom sections of the ASTM D7173 test shall not differ by more than 10%. The results of ASTM D7173 shall be included on the Certified Test Report. The binder shall meet the requirements of AASHTO M-320(M) and AASHTO R-29(M).

d. Warm Mix Additive or Technology:

- i. The warm mix additive or technology must be listed on the NEAUPG Qualified Warm Mix Asphalt (WMA) Technologies List at the time of bid, which may be accessed online at http://www.neaupg.uconn.edu/wma_info.html.
- ii. The warm mix additive shall be blended with the asphalt binder in accordance with the manufacturer's recommendations.
- iii. The blended binder shall meet the requirements of AASHTO M-320(M) and AASHTO R-29(M) for the specified binder grade. The Contractor shall submit a Certified Test Report showing the results of the testing demonstrating the binder grade. In addition, it must include the grade of the virgin binder, the brand name of the warm mix additive, the manufacturer's suggested rate for the WMA additive, the water injection rate (when applicable) and the WMA Technology manufacturer's recommended mixing and compaction temperature ranges.
- iv. Cut-backs (medium cure type):
 - i. Requirements: The liquid petroleum materials shall be produced by fluxing an asphalt base with appropriate petroleum distillates to produce the grade specified.
 - ii. Basis of Approval: The request for approval of the source of supply shall be submitted at least seven days prior to its use listing the location where the materials will be produced, and manufacturing, processing, handling and storage methods. The Contractor shall submit a Certified Test Report in accordance with Section 1.06 and a Material Safety Data Sheet (MSDS) for the grade to be used on the Project. The liquid asphalt shall be MC-250 conforming to AASHTO M-82.

e. Emulsions

- i. Requirements: The emulsified asphalt shall be homogeneous and not be used if exposed to freezing temperatures.
- ii. Basis of Approval: The request for approval of the source of supply must include the location where the materials will be produced, and manufacturing, processing, handling and storage methods.
 1. Emulsified asphalts shall conform to the requirements of AASHTO M-140. Materials used for tack coat shall not be diluted and meet grade RS-1. When ambient temperatures are 80°F and rising, grade SS-1 or SS-lh may be substituted if accepted by the Engineer. Each shipment shall be accompanied with a Certified Test Report listing Saybolt viscosity, residue by evaporation, penetration of residue, and weight per gallon.
 2. Cationic emulsified asphalt shall conform to the requirements of AASHTO M-208(M). Materials used for tack coat shall not be diluted and meet grade CRS-1. The settlement and demulsibility test will not be performed unless deemed necessary by the Engineer. When ambient temperatures are 80°F and rising, grade CSS-1 or CSS-lh may be substituted if accepted by the Engineer. Each shipment shall be accompanied with a Certified Test Report listing Saybolt viscosity, residue by evaporation, penetration of residue, and weight per gallon.

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

- a. Requirements: RAP shall consist of asphalt pavement constructed with asphalt and aggregate reclaimed by cold milling or other removal techniques approved by the Engineer. For bituminous concrete mixtures containing RAP, the Contractor shall submit a JMF in accordance with Article M.04.02 to the Engineer for review.
- b. Basis of Approval: The RAP material will be accepted on the basis of one of the following criteria:
 - i. When the source of all RAP material is from pavements previously constructed on Department projects, the Contractor shall provide a materials certificate listing the detailed locations and lengths of those pavements and that the RAP is only from those locations listed.
 - ii. When the RAP material source or quality is not known, the Contractor shall test the material and provide the following information along with a request for approval to the Engineer at least 30 calendar days prior to the start of the paving operation. The request shall include a material certificate stating that the RAP consists of aggregates that meet the specification requirements of sub articles M.04.01-1 through 3 and that the binder in the RAP is substantially free of solvents, tars and other contaminants. The Contractor is prohibited from using unapproved material on Department projects

and shall take necessary action to prevent contamination of approved RAP stockpiles. Stockpiles of unapproved material shall remain separate from all other RAP materials at all times. The request for approval shall include the following:

1. A 50-pound sample of the RAP to be incorporated into the recycled mixture.
2. A 25-pound sample of the extracted aggregate from the RAP.
3. A statement that RAP material has been crushed to 100% passing the $\frac{1}{2}$ inch sieve and remains free from contaminants such as joint compound, wood, plastic, and metals.

6. Crushed Recycled Container Glass (CRCG):

- a. Requirements: The Contractor may propose to use clean and environmentally-acceptable CRCG in an amount not greater than 5% by weight of total aggregate.
- b. Basis of Approval: The Contractor shall submit to the Engineer a request to use CRCG. The request shall state that the CRCG contains no more than 1% by weight of contaminants such as paper, plastic and metal and conform to the following gradation:

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

7. Joint Seal Material:

Requirements: Joint seal material shall be a hot-poured rubber compound intended for use in sealing joints and cracks in bituminous concrete pavements. Joint seal material must meet the requirements of AASHTO M-324 – Type 2.

8. Plant Requirements:

- a. Mixing Plant and Machinery:

The mixing plant used in the preparation of the bituminous concrete shall comply with AASHTO M-156(M)/ASTM D 995 for a Batch Plant or a Drum Dryer Mixer Plant, and be approved by the Engineer.

- b. Storage Silos:

For all mixes, the Contractor may use silos for short-term storage of Superpave mixtures with prior notification and approval of the Engineer. A silo must have heated cones and an unheated silo cylinder if it does not contain a separate internal heating system. Prior approval must be obtained for storage times greater than those indicated. When multiple

silos are filled, the Contractor shall discharge one silo at a time. Simultaneous discharge of multiple silos is not permitted.

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

c. Documentation System: The mixing plant documentation system shall include equipment for accurately proportioning the components of the mixture by weight and in the proper order, controlling the cycle sequence and timing the mixing operations. Recording equipment shall monitor the batching sequence of each component of the mixture and produce a printed record of these operations on each delivery ticket, as specified herein. Material feed controls shall be automatically or manually adjustable to provide proportions within the tolerances listed below for any batch size.

An asterisk (*) shall be automatically printed next to any individual batch weight(s) exceeding the tolerances in ASTM D 995 section 8.7.3. The entire batching and mixing interlock cut-off circuits shall interrupt and stop the automatic batching operations when an error exceeding the acceptable tolerance occurs in proportioning.

There must be provisions so that scales are not manually adjusted during the printing process. In addition, the system shall be interlocked to allow printing only when the scale has come to a complete rest. A unique printed character (m) shall automatically be printed on the truck and batch plant printout when the automatic batching sequence is interrupted or switched to auto-manual or full manual during proportioning. For each day's production, each project shall be provided a clear, legible copy of these recordings on each delivery ticket.

d. Aggregates: The Contractor shall ensure that aggregate stockpiles are managed to provide uniform gradation and particle shape, prevent segregation and cross contamination in a manner acceptable to the Engineer. For drum plants only, the Contractor shall determine the percent moisture content at a minimum, prior to production and half way through production.

e. Mixture: The dry and wet mix times shall be sufficient to provide proper coating (minimum 95% as determined by AASHTO T 195(M)) of all particles with bitumen and produce a uniform mixture.

The Contractor shall make necessary adjustments to ensure all types of bituminous concrete mixtures contain no more than 0.5% moisture throughout when tested in accordance with AASHTO T 329.

- f. RAP: The Contractor shall indicate the percent of RAP, the moisture content (as a minimum determined twice daily – prior to production and halfway through production), and the net dry weight of RAP added to the mixture on each truck ticket. For each day of production, the production shall conform to the job mix formula and RAP percentage and no change shall be made without the prior approval of the Engineer.
- g. Asphalt Binder: The last day of every month, a binder log shall be submitted when the monthly production for the Department exceeds 5000 tons. Blending of PG binders from different suppliers or grades at the bituminous concrete production facility is strictly prohibited.
- h. Warm mix additive: For mechanically foamed WMA, the maximum water injection rate shall not exceed 2.0% water by total weight of binder and the water injection rate shall be constantly monitored during production.
- i. Field Laboratory: The Contractor shall furnish the Engineer an acceptable field laboratory at the production facility to test bituminous concrete mixtures during production. The field laboratory shall have a minimum of 300 square feet, have a potable water source and drainage in accordance with the CT Department of Public Health Drinking Water Division, be equipped with all necessary testing equipment as well as with a PC, printer, and telephone with a dedicated hard-wired phone line. In addition, the PC shall have a high speed internet connection with a minimum upstream of 384 Kbps and a functioning web browser with unrestricted access to <https://ctmail.ct.gov>. This equipment shall be maintained in clean and good working order at all times and be made available for use by the Engineer.

The laboratory shall be equipped with a suitable heating system capable of maintaining a minimum temperature of 65°F. It shall be clean and free of all materials and equipment not associated with the laboratory. Windows shall be installed to provide sufficient light and ventilation. During summer months adequate cooling or ventilation must be provided so the indoor air temperature shall not exceed the ambient outdoor temperature. Light fixtures and outlets shall be installed at convenient locations, and a telephone shall be within audible range of the testing area. The laboratory shall be equipped with an adequate workbench that has a suitable length, width, and sampling tables, and be approved by the Engineer.

The field laboratory testing apparatus, supplies, and safety equipment shall be capable of performing all tests in their entirety that are referenced in AASHTO R 35(M), *Standard Practice for Superpave Volumetric Design for Hot-Mix Asphalt (HMA)* and AASHTO M 323, *Standard Specification for Superpave Volumetric Mix Design*. In addition, the quantity of all equipment and supplies necessary to perform the tests must be sufficient to initiate and complete the number of tests identified in Table M.04.03-2 for the quantity of mixture produced at the facility on a daily basis. The Contractor shall ensure that the

Laboratory is adequately supplied at all times during the course of the project with all necessary testing materials and equipment.

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

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

1. Marshall Method - Class 1, 2, 3, 4, 5, 5A, 5B and 12:

- a. Requirements: When specified, the Marshall method shall be employed to develop a bituminous concrete mix design that includes a JMF consisting of target values for gradation and bitumen content for each class of bituminous concrete designated for the project in accordance with the latest Asphalt Institute's MS-2 manual. Each class of bituminous concrete must meet the requirements as shown in Table M.04.02-1.
- b. Basis of Approval: The Contractor shall submit to the Engineer a request for approval of the JMF annually in accordance with one of the methods described herein. Prior to the start of any paving operations, the JMF and production percentage of bitumen must be accepted by the Engineer, and the Contractor must demonstrate the ability to meet the accepted JMF and production percentage of bitumen for each class of mixture. Additionally, the fraction of material retained between any two consecutive sieves shall not be less than 4%.

The Engineer will test each class of mixture for compliance with the submitted JMF and Table M.04.02-1. The maximum theoretical density (Gmm) will be determined by AASHTO T 209(M). If the mixture does not meet the requirements, the JMF shall be adjusted within the ranges shown in Table M.04.02-1 until an acceptable mixture is produced. All equipment, tests and computations shall conform to the Marshall method in accordance with AASHTO T 245(M).

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

The Contractor shall not change sources of supply after a JMF has been accepted. Before a new source of supply for materials is used, a new JMF shall be submitted to the Engineer for approval.

c. Marshall Mixture (Virgin): For bituminous concrete mixtures that contain no recycled material, the limits prescribed in Table M.04.02-1 govern. The Contractor shall submit to the Engineer for approval, a JMF with the individual fractions of the aggregate expressed as percentages of the total weight of the mix and the source(s) of all materials. The JMF shall indicate two bitumen contents; the JMF target percentage and a production percentage (actual amount added to mix) of bitumen for each mix class by total weight. For surface course Class 1, a 0.45 power gradation chart shall also be submitted on which is plotted the percentage passing each sieve. The JMF shall also indicate the target temperature of completed mixture as it is dumped from the mixer and tested in accordance with Article M.04.03.

d. Marshall Mixtures with RAP: In addition to subarticles M.04.02 – 1a through c, RAP in bituminous concrete shall comply with requirements stated in Article M.04.01, and as stated herein. Upon approval of the Engineer, a maximum of 15% RAP may be used with no binder grade modification. RAP material shall not be used with any other recycling option.

The Contractor may increase the RAP percentage in 5% increments up to a maximum of 30% provided a new JMF is accepted by the Engineer. The following information shall be included in the JMF submittal:

- Gradation and asphalt content of the RAP.
- Percentage of RAP to be used.
- Virgin aggregate source(s).
- Total binder content based on total mixture weight.
- Production pull percentage of added virgin binder based on total mixture weight.
- Gradation of combined bituminous concrete mixture (including RAP).
- Grade of virgin added, if greater than 15% of total mix weight.

e. Marshall Mixture with CRCG: In addition to subarticle M.04.02 – 1a through c, for bituminous concrete that contains CRCG, the Contractor shall submit a materials certificate to the Engineer stating that the mixture and its components comply with requirements stated in subarticle M.04.01 - (6). Additionally, 1% hydrated lime, or other accepted non-stripping agent, shall be added to all mixtures containing CRCG. CRCG material shall not be used with any other recycling option.

2. Cold Patch Method - Class 5, 5A, 5B:

a. Requirements: This mixture must be capable of being stockpiled and workable at all times. A non-stripping agent accepted by the Engineer shall be used in accordance with manufacturer's recommendations. The Contractor shall take necessary steps to ensure that this mixture uses aggregate containing no more than 1% moisture and is not exposed to any rain, snow, or standing water for a period of 6 hours after being mixed. This mixture shall be mixed and stockpiled at the point of production on a paved surface at a height not greater than 4 feet during the first 48 hours prior to its use.

- i. Class 5A mixture shall have 3/8 to 1/2 inch polypropylene fibers that have been approved by the Engineer added at a rate of 6 pounds per ton of mixture.
- ii. Class 5B mixture shall have 1/4 inch polyester fibers that have been approved by the Engineer added at the rate of 2 1/2 pounds per ton of mixture.
- iii. Class 5 mixture shall not contain fibers.

b. Basis of Approval: The aggregates, fibers and binder (MC-250) shall meet the requirements as specified in sub articles M.04.01-1 through 4 and in Table M.04.02-1. The use of recycled material is not permitted with these classes of bituminous concrete. Mixtures not conforming to the binder content as shown in Table M.04.02-1 shall be subject to rejection. There is a two test minimum per day of production. Mixtures not conforming to the gradation as shown in Table M.04.02-1 shall be subject to payment adjustment as specified in Section 4.06.

TABLE M.04.02 – 1 MASTER RANGES FOR MARSHALL BITUMINOUS-CONCRETE MIXTURES

Notes: (a) 75 blow (Marshall Criteria). (b) 3-6% when used for a roadway wearing surface. (c) For divided highways with 4 or more lanes, a stability of 1500 lbs is required. (d) Contains an accepted non-stripping compound. (e) To help prevent stripping, the mixed material will be stockpiled on a paved surface and at a height not greater than 4 feet during the first 48 hours. (f) As determined by AASHTO T 245(M). (g) The percent passing the #200 sieve shall not exceed the percentage of bituminous asphalt binder determined by AASHTO T 164 or AASHTO T 308(M). (h) Mixture with 5% or more aggregate retained on $\frac{3}{4}$ " sieve. (i) Mixtures finer than condition (h) above. (j) Class 5 mixture shall contain no fibers. Class 5A mixture shall have 3/8 to $\frac{1}{2}$ inch polypropylene fibers that have been previously accepted by the Engineer added at a minimum rate of 6 pounds per ton of mixture. Class 5B mixture shall have $\frac{1}{4}$ inch polyester fibers that have been previously accepted by the Engineer added at the minimum rate of 2 1/2 pounds per ton of mixture.

CLASS	1	2	3	4	12	5 (e)(i)	5A (e)(j)	5B (e)(j)	JMF % Tol. (\pm)
Grade of PG Binder content %	PG 64-22 5.0 - 6.5	PG 64-22 5.0 - 8.0	PG 64-22 6.5 - 9.0	PG 64-22 4.0 - 6.0	PG 64-22 7.5 - 10.0	MC-250 (d) 6.0 - 7.5	MC-250 (d) 6.0 - 7.5	MC-250 (d) 6.0 - 7.5	
Sieve Size	Percent Passing (%)								
# 200	3.0 - 8.0 (g)	3.0 - 8.0 (g)	3.0 - 8.0 (g)	0.0 - 5.0 (g)	3.0 - 10.0 (g)	0.0 - 2.5	0.0 - 2.5	0.0 - 2.5	2.0
# 50	6 - 26	8 - 26	10 - 30	5 - 18	10 - 40				4
# 30	10 - 32	16 - 36	20 - 40		20 - 60	2 - 15	2 - 15	2 - 15	5
# 8	28 - 50	40 - 64	40 - 70	20 - 40	60 - 95	10 - 45	10 - 45	10 - 45	6
# 4	40 - 65	55 - 80	65 - 87	30 - 55	80 - 95	40 - 100	40 - 100	40 - 100	7
$\frac{1}{4}$ "									
3/8 "	60 - 82	90 - 100	95 - 100	42 - 66	98 - 100	100	100	100	8
$\frac{1}{2}$ "	70 - 100	100	100		100				8
$\frac{3}{4}$ "	90 - 100			60 - 80					8
1"	100								
2"				100					

Additionally, the fraction of material retained between any two consecutive sieves shall not be less than 4%

Binder Aggregate Mixtures	Mixture Temperature		
	325°F maximum		
	280-350°F	275-325°F	275-325°F
Mixture Properties			
VOIDS - %	3.0 - 6.0 (a)	2.0 - 5.0 (b)	0 - 4.0
Stability (f) lbs. min.	1200 (c)	1000	1000
FLOW (f) in.	.08 - .15	.08 - .18	.08 - .15
VMA % - min.	15(h) :16 (i)		

3. Superpave Design Method – S0.25, S0.375, S0.5, and S1

- a. Requirements: The Contractor or its representative shall design and submit Superpave mix designs annually for approval. The design laboratory developing the mixes shall be approved by the Engineer. The mix design shall be based on the specified Equivalent Single-Axle Loads (ESAL). Each bituminous concrete mix type must meet the requirements shown in Tables M.04.02-2 thru Table M.04.02-5 and in accordance with AASHTO M 323(M) and AASHTO R 35(M). The mix design shall include the nominal maximum aggregate size and a JMF consisting of target values for gradation and bitumen content for each bituminous concrete mix type designated for the project.

The contractor shall provide test results with supporting documentation from an AASHTO Materials Reference Laboratory (AMRL) with the use of NETTCP Certified Technicians for the following tests;

1. Aggregate consensus properties for each type & level, as specified in Table M.04.02-3. In addition the G_{sa} , G_{sb} , P_{wa} shall also be provided for each component aggregate.
2. New mixes shall be tested in accordance with AASHTO T 283(M) *Standard Method of Test for Resistance of Compacted Hot-Mix Asphalt (HMA) to Moisture-Induced Damage*, (TSR). The compacted specimens may be fabricated at a bituminous concrete facility and then tested at an AMRL accredited facility.

The AASHTO T 283(M) test results, specimens, and corresponding JMF sheet (Form MAT-429s) shall be submitted by the Contractor for review.

The Contractor shall supply the Engineer with 1 gallon of the specified PG binder and 1 gallon of the same PG binder with the warm mix additive blended into it. The MSDS for the WMA additive shall be included with every submittal.

In addition, minimum binder content values apply to all types of bituminous concrete mixtures, as stated in Table M.04.02-5. For mixtures containing RAP, the virgin production and the anticipated proportion of binder contributed by the RAP cannot be less than the total permitted binder content value for that type nor the JMF minimum binder content.

- i. Superpave Mixture (virgin): For bituminous concrete mixtures that contain no recycled material, the limits prescribed in Tables M.04.02-2 thru Table M.04.02-5 apply. The Contractor shall submit a JMF, on a form provided by the Engineer, with the individual fractions of the aggregate expressed as percentages of the total weight of the mix and the source(s) of all materials to the Engineer for approval. The JMF shall indicate the corrected target binder content and applicable binder correction factor (ignition oven or extractor) for each mix type by total weight of mix. The mineral filler (dust) shall be defined as that portion of blended mix that

passes the #200 sieve by weight when tested in accordance with AASHTO T 30(M). The dust-to-effective asphalt (D/Pbe) ratio shall be between 0.6 and 1.2 by weight. The dry/wet mix times and hot bin proportions (batch plants only) for each type shall be included in the JMF.

The percentage of aggregate passing each sieve shall be plotted on a 0.45 power gradation chart and shall be submitted for all bituminous concrete mixtures. This chart shall delineate the percentage of material passing each test sieve size as defined by the JMF. The percentage of aggregate passing each standard sieve shall fall within the specified control points, but outside the restricted zone limits as shown in Tables M.04.02-2 thru Table M.04.02-5. Mixes with documented performance history which pass through the restricted zone may be permitted for use as long as all other physical and volumetric criteria meets specifications as specified in Tables M.04.02-2 thru Table M.04.02-5 and with prior approval from the Engineer. A change in the JMF requires that a new chart be submitted.

ii. Superpave Mixtures with RAP: Use of approved RAP may be allowed with the following conditions:

- RAP amounts up to 15% may be used with no binder grade modification.
- RAP amounts up to 20% may be used provided a new JMF is approved by the Engineer. The JMF submittal shall include the grade of virgin binder added and test results that show the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions and warm mix asphalt additive if used) meets the requirements of the specified binder grade.

Unless approved by the Engineer, RAP material shall not be used with any other recycling option.

b. Basis of Approval: On an annual basis, the Contractor shall submit to the Engineer any bituminous concrete mix design, and JMF anticipated for use on Department projects. Prior to the start of any paving operations, the mix design and JMF must be approved by the Engineer. Bituminous concrete mixture supplied to the project without an approved mix design and JMF will be rejected. The following information must be included in the mix design submittal:

- a. Gradation, specific gravities and asphalt content of the RAP,
- b. Source of RAP and percentage to be used.
- c. Warm mix Technology and manufacturer's recommended additive rate and tolerances, mixing and compaction temperature ranges for the mix with and without the warm-mix technology incorporated.
- d. Result of TSR testing, and if applicable Anti-strip manufacturer, and dosage rate.
- e. Target Temperature at plant discharge.

Note – Testing to be performed shall be done in accordance with section M.04.03.

The JMF shall be accepted if the Plant mixture and materials meet all criteria as specified in Tables M.04.02-2 thru Table M.04.02-5. If the mixture does not meet the requirements, the contractor shall adjust the JMF within the ranges shown in Tables M.04.02-2 thru Table M.04.02-5 until an acceptable mixture is produced. All equipment, tests, and computations shall conform to the latest AASHTO R-35(M) and AASHTO M-323(M).

Any JMF, once approved, shall only be acceptable for use when it is produced by the designated plant, it utilizes the same component aggregates and binder source, and it continues to meet all criteria as specified herein, and component aggregates are maintained within the tolerances shown in Table M.04.02-2.

The Contractor shall not change any component source of supply including consensus properties after a JMF has been accepted. Before a new source of materials is used, a revised JMF shall be submitted to the Engineer for approval. Any approved JMF applies only to the plant for which it was submitted. Only one mix with one JMF will be approved for production at any one time. Switching between approved JMF mixes with different component percentages or sources of supply is prohibited.

Superpave mixture with CRCG: In addition to subarticles M.04.02 – 3 a through c, for bituminous concrete mixtures that contain CRCG, the Contractor shall submit a materials certificate to the Engineer stating that the CRCG complies with requirements stated in Article M.04.01, as applicable. Additionally, 1% hydrated lime, or other accepted non-stripping agent, shall be added to all mixtures containing CRCG. CRCG material shall not be used with any other recycling option.

c. Mix Status: Each facility will have each type of bituminous concrete mixture evaluated based on the previous year of production, for the next construction paving season, as determined by the Engineer. Based on the rating a type of mixture receives it will determine whether the mixture can be produced without the completion of a PPT. Ratings will be provided to each bituminous concrete producer annually prior to the beginning of the paving season.

The rating criteria are based on compliance with Air Voids and Voids in Mineral Aggregate (VMA) as indicated in Table M.04.03-3: *Superpave Master Range for Bituminous Concrete Mixture Production*, and are as follows:

Criteria A: Based on Air Voids. Percentage of acceptance results with passing air voids.

Criteria B: Based on Air Voids and VMA. The percentage of acceptance results with passing VMA, and the percentage of acceptance results with passing air voids, will be averaged.

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

Ratings are defined as:

“A” – Approved:

A rating of “A” is assigned to each mixture type from a production facility with a current rating of 70% passing or greater.

“PPT” – Pre-Production Trial:

Rating assigned to each mixture type from a production facility when:

1. there are no passing acceptance production results submitted to the Department from the previous year;
2. there is a source change in one or more aggregate components from the JMF on record by more than 10% by weight;
3. there is a change in RAP percentage ,
4. the mixture has a rating of less than 70% from the previous season;
5. a new JMF not previously submitted.

Bituminous concrete mixtures rated with a “PPT” cannot be shipped or used on Department projects. A passing “PPT” test shall be performed with NETTCP certified personnel on that type of mixture by the bituminous concrete producer and meet all specifications (Table M.04.02-2 Table M.04.02-5) before production shipment may be resumed.

Contractors that have mix types rated a “PPT” may use one of the following methods to change the rating to an “A.”

Option A: Schedule a day when a Department inspector can be at the facility to witness a passing “PPT” test or,

Option B: When the Contractor or their representative performs a “PPT” test without being witnessed by an inspector, the Contractor shall submit the test results and a split sample including 2 gyratory molds, 5,000 grams of boxed bituminous concrete for binder and gradation determination, and 5,000 grams of cooled loose bituminous concrete for Gmm determination for verification testing and approval. Passing verifications will designate the bituminous concrete type to be on an “A” status. Failing verifications will require the contractor to submit additional trials.

Option C: When the Contractor or their representative performs a “PPT” test without being witnessed by a Department inspector, the Engineer may verify the mix in the Contractor’s laboratory. Passing verifications will designate the bituminous concrete type to be an “A” status. Failing verifications will require the Contractor to submit additional trials.

When Option (A) is used and the “PPT” test meets all specifications, the “PPT” test is considered a passing test and the rating for that mix is changed to “A”. When the “PPT” test is not witnessed, the “PPT” Option (B) or (C) procedure must be followed. If the “PPT” Option (B) procedure is followed, the mixtures along with the test results must be delivered to the Materials Testing Lab. The test results must meet the “C” tolerances established by the Engineer. The tolerance Table is included in the Department’s current QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures.

“U” – No Acceptable Mix Design on File:

Rating assigned to a type of mixture that does not have a JMF submitted, or the JMF submitted has not been approved, or is incomplete. A mix design or JMF must be submitted annually seven (7) days prior in order to obtain an “A,” or “PPT” status for that mix. A “U” will be used only to designate the mix status until the mix design has been approved, and is accompanied with all supporting data as specified. Bituminous concrete mixtures rated with a “U” cannot be used on Department projects.

TABLE M.04.02-2: SUPERPAVE MASTER RANGE FOR BITUMINOUS CONCRETE MIXTURE DESIGN CRITERIA

Notes: (1) Minimum Pb as specified in Table M.04.02-5. (2) Voids in Mineral Aggregates shall be computed as specified herein. (3) Control point range is also defined as the master range for that mix. (4) Dust is considered to be the percent of materials passing the #200 sieve. (5) For WMA, lower minimum aggregate temperature will require Engineer's approval. (6) For WMA and PMA, the mix temperature shall meet manufacturer's recommendations.

Steve inches	\$0.25			\$0.375			\$0.5			\$1		
	CONTROL POINTS ⁽³⁾	RESTRICTED ZONE	CONTROL POINTS ⁽³⁾	RESTRICTED ZONE	CONTROL POINTS ⁽³⁾	RESTRICTED ZONE	CONTROL POINTS ⁽³⁾	RESTRICTED ZONE	CONTROL POINTS ⁽³⁾	RESTRICTED ZONE	CONTROL POINTS ⁽³⁾	RESTRICTED ZONE
2.0	-	-	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Max (%)
1.5	-	-	-	-	-	-	-	-	-	-	-	-
1.0	-	-	-	-	-	-	-	-	-	-	90	100
3/4	-	-	-	-	-	-	-	100	-	-	-	90
1/2	100	-	-	-	100	-	-	90	100	-	-	-
3/8	97	100	-	-	90	100	-	-	90	-	-	-
#4	-	90	-	-	90	-	-	-	-	-	-	39.5
#8	32	67	47.2	32	67	47.2	28	58	39.1	19	45	26.8
#16	-	31.6	37.6	-	31.6	37.6	-	25.6	31.6	-	-	18.1
#30	-	23.5	27.5	-	23.5	27.5	-	19.1	23.1	-	-	13.6
#50	-	18.7	18.7	-	18.7	18.7	-	15.5	15.5	-	-	11.4
#100	-	-	-	-	-	-	-	-	-	-	-	-
#200	2.0	10.0	-	2.0	10.0	-	2.0	10.0	-	1.0	7.0	-
Pb ⁽¹⁾	-	-	-	-	-	-	-	-	-	-	-	-
VMA ⁽²⁾ (%)	16.0 ± 1			16.0 ± 1			15.0 ± 1			13.0 ± 1		
VA (%)	4.0 ± 1			4.0 ± 1			4.0 ± 1			4.0 ± 1		
Gse	JMF value			JMF value			JMF value			JMF value		
Gmm	JMF ± 0.030			JMF ± 0.030			JMF ± 0.030			JMF ± 0.030		
Dust/Pbe ⁽⁴⁾	0.6 – 1.2			0.6 – 1.2			0.6 – 1.2			0.6 – 1.2		
Agg. Temp ⁽⁵⁾	280 – 350F			280 – 350F			280 – 350F			280 – 350F		
Mix Temp ⁽⁶⁾	265 – 325 F			265 – 325 F			265 – 325 F			265 – 325 F		
Design TSR	> 80%			> 80%			> 80%			> 80%		
T-283 Stripping	Minimal, as determined by the Engineer											

TABLE M.04.02-3
SUPERPAVE MASTER RANGE FOR CONSENSUS PROPERTIES OF COMBINED AGGREGATE STRUCTURES

Traffic Level	Design ESALS (80 kN)	Coarse Aggregate Angularity ⁽¹⁾ ASTM D 5821	Fine Aggregate Angularity ⁽⁷⁾ AASHTO T 304	Flat or Elongated Particles ASTM D 4791	Sand Equivalent AASHTO T 176
.....	(million)			>#4
1*	< 0.3	55/- -	40	10	40
2	0.3 to < 3.0	75/- -	40	10	40
3	≥ 3.0	95/90	45	10	45
	Design ESALS are the anticipated project traffic level expected on the design lane, projected over a 20 year period, regardless of the actual expected design life of the roadway.	Criteria presented as minimum values. 95/90 denotes that a minimum of 95% of the coarse aggregate, by mass, shall have one fractured face and that a minimum of 90% shall have two fractured faces.	Criteria presented as minimum percent air voids in loosely compacted fine aggregate passing the #8 sieve.	Criteria presented as maximum percent by mass of flat or elongated particles of materials retained on the #4 sieve, determined at 3:1 ratio.	Criteria presented as minimum values for fine aggregate passing the #8 sieve.

* NOTE: Level 1 for use by Towns and Municipalities ONLY.

TABLE M.04.02-4: SUPERPAVE MASTER RANGE FOR TRAFFIC LEVELS AND DESIGN VOLUMETRIC PROPERTIES.

Traffic Level	Design ESALS (million)	Number of Gyrations by Superpave Gyroratory Compactor		Voids Filled with Asphalt (VFA) Based on Nominal mix size - inch			
		N _{ini}	N _{des}	N _{max}	N _{ini}	N _{des}	N _{max}
1*	< 0.3	6	50	75	≤ 91.5	96.0	≤ 98.0
2	0.3 to < 3.0	7	75	115	≤ 90.5	96.0	≤ 98.0
3	≥ 3.0	8	100	160	≤ 90.0	96.0	≤ 98.0

* NOTE: Level 1 for use by Towns and Municipalities ONLY.

**TABLE M.04.02– 5: SUPERPAVE MINIMUM BINDER CONTENT
BY MIX TYPE & LEVEL.**

Mix Type	Level	Binder Content Minimum ⁽¹⁾
S0.25	1*	5.6
S0.25	2	5.5
S0.25	3	5.4
S0.375	1*	5.6
S0.375	2	5.5
S0.375	3	5.4
S0.5	1*	5.0
S0.5	2	4.9
S0.5	3	4.8
S1	1*	4.6
S1	2	4.5
S1	3	4.4

* NOTE: Level 1 for use by Towns and Municipalities ONLY.

M.04.03— Production Requirements:

1. Quality Control Plan and Processes: The Contractor shall submit a Quality Control Plan (QCP) for bituminous concrete production specifically for the plant producing the bituminous concrete mixture for review and approval of the Engineer on an annual basis.

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

Control Chart(s) shall be developed and maintained for critical aspect(s) of the production process as determined by the Contractor. The control chart(s) shall identify the material property, applicable upper and lower control limits, and be updated with current test data. The control chart(s) shall be used as part of the quality control system to document variability of the bituminous concrete production process. The control chart(s) shall be submitted to the Engineer upon request.

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. All daily QC sampling, inspection and test reports shall be reviewed by the Quality Control Manager and be submitted to the Engineer upon request.

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

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

2. Acceptance Sampling & Testing Methods: Acceptance samples of mixtures shall be obtained from the hauling vehicles and tested by the Contractor at the facility during each day's production.

The hauling vehicle from which samples are obtained shall be selected using stratified – random sampling based on the total estimated tons of production in accordance with ASTM D 3665, except that the first test shall be randomly taken from the first 151 tons or as directed by the Engineer.

The number of sub lots and tests required per sub lot is based on the total estimated tons of production per day as indicated in Table M.04.03-1. Quantities of the same type/level mix per plant may be combined daily for multiple state projects to determine the number of sub lots. The payment adjustment for air voids and liquid binder will be calculated per sub lot as described in Section 4.06.

An acceptance test shall not be performed within 150 tons of production from a previous acceptance test unless approved by the Engineer. Quality Control tests are not subject to this restriction. Unless otherwise tested, a minimum of one (1) acceptance test shall be performed for every four days of production at a facility for each type/level mix (days of production may or may not be consecutive days).

The Contractor shall submit all acceptance tests results to the Engineer within 24 hours or prior to the next day's production. All acceptance test specimens and supporting documentation must be retained by the Contractor. Verification testing will be performed by the Engineer on the retained specimens in accordance with the Department's QA Program for Materials.

Should the Department be unable to verify the Contractor's acceptance test result(s) due to a failure of the Contractor to retain acceptance test specimens or supporting documentation, the Contractor shall review its quality control plan, determine the cause of the nonconformance and respond in writing within 24 hours to the Engineer describing the corrective action taken at the plant. In addition the Contractor must provide supporting documentation or test results to validate the subject acceptance test result(s). The Engineer may invalidate any positive adjustments for material corresponding to the acceptance test(s). Failure of the Contractor to adequately address quality control issues at a facility may result in suspension of production for Department projects at that facility.

Contractor personnel performing acceptance sampling and testing must be present at the facility prior to, and during production, and be certified as a NETTCP HMA Plant Technician or Interim HMA Plant Technician and be in good standing. Production of material for use on State projects must be suspended by the Contractor if such personnel are not present.

Technicians found by the Engineer to be non-compliant with NETTCP or Department policies may be removed by the Engineer from participating in the acceptance testing process for Department projects until their actions can be reviewed.

Anytime during production that testing equipment becomes inoperable, production can continue for a maximum of 1 hour. The Contractor shall obtain box sample(s) in accordance with Table M.04.03-1 to satisfy the daily acceptance testing requirement for the quantity shipped to the project. The box sample(s) shall be tested once the equipment issue has been resolved to the satisfaction of the Engineer. Production beyond 1 hour may be considered by the Engineer. Production will not be permitted beyond that day until the subject equipment issue has been resolved.

Table M.04.03 – 1: Acceptance Testing Frequency per Type/Level/Plant

Daily quantity produced in tons (lot)	Number of Sub Lots/Tests
0 to 150	0, Unless requested by the Engineer
151 to 600	1
601 to 1,200	2
1,201 to 1,800	3
1,801 or greater	1 per 600 tons or portions thereof

i. Marshall Mix Acceptance Sampling and Testing Procedures: When the Marshall mix design is specified, the following acceptance procedures and AASHTO test methods shall be used:

Table M.04.03 – 2: Marshall Acceptance Test Procedures

Protocol	Reference	Description
1	AASHTO T 30(M)	Mechanical Analysis of Extracted Aggregate
2	AASHTO T 40(M)	Sampling Bituminous Materials
3	AASHTO T 308(M)	Binder content by Ignition Oven method (adjusted for aggregate correction factor)
4	AASHTO T 245(M)	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
5	AASHTO T 209(M)	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
6	AASHTO T 269(M)	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
7	AASHTO T 329	Moisture Content of Hot-Mix Asphalt (HMA) by Oven Method

a. Cessation of Supply: Marshall Mix Production shall cease for the Project from any facility that consistently fails to produce mixture that meets the JMF and volumetric properties. The criteria for ceasing the supply of a class of mixture from any plant are as follows:

- i. Off-Test Status: The results of AASHTO T 164 or AASHTO T 308(M) and T 30(M) will be used to determine if the mixture is within the tolerances shown in Table M.04.02-1. The Contractor will be notified that a plant is "off test" for a class of mixture when the test results indicate that any single value for bitumen content or gradation are not within the tolerances shown in Table M.04.02-1 for that class of mixture.
- ii. When multiple plants and silos are located at one site, mixture supplied to one project is considered as coming from one source for the purpose of applying the "off test" adjusted payment.
- iii. If a test indicates that the bitumen content or gradation are outside the tolerances, the Contractor may make a single JMF change on classes 1, 2, 3, 4 and 12 as allowed by the Engineer prior to any additional testing. A JMF change shall include the date and name of the Engineer that allowed it. Consecutive test results outside the requirements of Table M.04.02-1 JMF tolerances may result in rejection of the mixture.

- iv. The Engineer may cease supply of mixture from the plant when the test results from three non-consecutive samples of a class of mixture are not within the JMF tolerances or the test results from two non-consecutive samples not within the master range indicated in Table M.04.02-1 during any one production period, due to inconsistent production.
- v. Any modification to the JMF shall not exceed 50% of the JMF tolerances indicated in Table M.04.02-1 for any given component of the mixture without approval of the Engineer. When such an adjustment is made to the bitumen, the corresponding production percentage of bitumen shall be revised accordingly.

b. Adjustments for Off Test Mixture under Cessation of Supply: The bituminous concrete plant shall cease supplying to the project:

- i. When the test results from three consecutive samples are “off test” and not within the JMF tolerances or,
- ii. The test results from two consecutive samples are “off test” and not within the ranges indicated in Table M.04.02 – 1 or,
- iii. When the percent of material passing the minus #200 sieve material exceeds the percent of extracted bitumen content for three consecutive samples during any production period of the values stated in Table M.04.02-1:
 - a. The quantity of mixtures shipped to the project determined to be “off test” and outside the tolerances will be tabulated by the Engineer and will be adjusted in accordance with Section 4.06.
 - b. Following cessation, a trial production period will be required at the plant for that class of mixture. Use of that class of mixture from that plant will be prohibited on the Project until the plant has demonstrated the ability to consistently produce acceptable mixture.
 - c. When the Engineer has accepted the mixtures from the trial production period, the use of that mixture on the Project may resume.

ii. **Superpave Mix Acceptance Sampling and Testing Procedures:** When the Superpave mix design is specified, the following acceptance and AASHTO test procedures shall be used:

Table M.04.03– 3: Superpave Acceptance Testing Procedures

Protocol	Reference	Description
1	AASHTO T 168(M)	Sampling of bituminous concrete
2	AASHTO T 308(M)	Binder content by Ignition Oven method (adjusted for aggregate correction factor)
3	AASHTO T 30(M)	Gradation of extracted aggregate for bituminous concrete mixture
4	AASHTO T 312(M)	⁽¹⁾ Superpave Gyratory molds compacted to N_{des}
5	AASHTO T 166(M)	⁽²⁾ Bulk specific gravity of bituminous concrete
6	AASHTO R 35(M)	⁽²⁾ Air voids, VMA
7	AASHTO T 209(M)	Maximum specific gravity of bituminous concrete (average of two tests)
8	AASHTO T 329	Moisture content of Production bituminous concrete

The Contractor shall perform moisture susceptibility (TSR) testing annually for all design levels of HMA-, WMA-, and PMA- S0.5 plant-produced mixtures, in accordance with the latest version of AASHTO T 283(M).

If any material source changes from the previous year, or during the production season, a mix design TSR as well as a production TSR is required for the new mixture. The AASHTO T 283(M) test shall be performed at an AASHTO Materials Reference Laboratory (AMRL) by NETTCP Certified Technicians. The test results and specimens shall be submitted to the Engineer for review. This shall be completed within 30 days from the start of production. Superpave mixtures that require anti-strip additives (either liquid or mineral) shall continue to meet all requirements specified herein for binder and bituminous concrete. The Contractor shall submit the name, manufacturer, percent used, and MSDS sheet for the anti-strip additive (if applicable) to the Engineer. In addition, compaction of samples shall be accomplished utilizing an accepted Superpave Gyratory Compactor (SGC), supplied by the Contractor. The SGC shall be located at the facility supplying mixture to the project.

a. Determination of Off-Test Status:

- i. Off Test Status: Superpave mixes shall be considered “*off test*” when any Control Point Sieve, VA, VMA, and Gmm values are outside of the limits specified in Table M.04.03-3 and the computed binder content (Pb) established by AASHTO T308(M) or as documented on the vehicle delivery ticket is below the minimum binder content stated in sub article M.04.03-5. Note that further testing of samples or portions of samples not initially tested for this purpose cannot be used to change the status.

ii. Any time the bituminous concrete mixture is considered Off-test:

1. The Contractor shall notify the Engineer (and project staff) when the plant is "off test" for a type of mixture. When multiple plants and silos are located at one site, mixture supplied to one project is considered as coming from one source for the purpose of applying the "off test" determination.
2. The Contractor must take immediate actions to correct the deficiency, minimize "off test" production to the project, and obtain an additional Process Control (PC) test after any corrective action to verify production is in conformance to the specifications. A PC test will not be used for acceptance and is solely for the use of the Contractor in its quality control process.

b. Cessation of Supply for Superpave Mixtures with no Payment Adjustment: Production of bituminous concrete shall cease for the Project from any plant that consistently fails to produce mixture that meets the JMF and volumetric properties. The quantity of Superpave mixtures shipped to the project that is "off-test" will not be adjusted for deficient mixtures.

A Contractor shall cease to supply mixture from a plant when:

1. Bituminous concrete mixture is "off test" on three (3) consecutive tests for VMA or Gmm, regardless of date of production due to inconsistency (i.e., small production requires 1 test per day for multiple days).
2. Bituminous concrete mixture is "off test" on two (2) consecutive tests for the Control Point sieves in one day's production.

Following cessation, the Contractor shall immediately make necessary material or process corrections and run a Pre-Production Trial (PPT) for that type of mixture. Use of that type of mixture from that plant will be prohibited on the Project until the Contractor has demonstrated the ability to produce acceptable mixture from that facility. When the Contractor has a passing test and has received approval from the Engineer, the use of that mixture to the Project may resume.

c. Cessation of Supply for Superpave Mixtures with Payment Adjustment: Production of bituminous concrete shall cease for the Project from any plant that consistently fails to produce mixture that meets the Superpave minimum binder content by mix type and level listed in Table M.04.02-5. The quantity of Superpave mixtures shipped to the project that is "off-test" will be adjusted for deficient mixtures in accordance with Section 4.06.

A Contractor shall cease to supply mixture from a plant when the binder content (Pb) is below the requirements of Table M.04.03-5 on the ignition oven test result after two (2) consecutive tests, regardless of the date of production.

Following cessation, the Contractor shall immediately make necessary material or process corrections and run a Pre-Production Trial (PPT) for that type of mixture. Use of that type of mixture from that plant will be prohibited on the Project until the Contractor has demonstrated the ability to produce acceptable mixture from that facility. When the Contractor has a passing test and has received approval from the Engineer, the use of that mixture to the Project may resume.

d. JMF Changes for Superpave Mixture Production: It is understood that a JMF change is effective from the time it was submitted forward and is not retroactive to the previous test or tests. JMF changes are permitted to allow for trends in aggregate and mix properties but every effort shall be employed by the Contractor to minimize this to ensure a uniform and dense pavement.

JMF changes to the G_{mm} or mix Absorption Correction Factor (A_{cf}) are only permitted prior to or after a production shift for all bituminous-concrete types of mixtures and only when they:

- i. Are requested in writing and pre-approved by the Engineer;
- ii. Are based on a minimum of a two test trend;
- iii. Are documented with a promptly submitted revised JMF on form provided by the Engineer.
- iv. A revised JMF submittal shall include the date and name of the Engineer that allowed it.

TABLE M.04.03-3: SUPERPAVE MASTER RANGE FOR BITUMINOUS CONCRETE MIXTURE PRODUCTION

Notes: (1) 300°F minimum after October 15. (2) Minimum Pb as specified in Table M.04.03-5 (3) Control point range is also defined as the master range for that mix. (4) JMF tolerances shall be defined as the limits for production compliance. VA & Pb payment is subject to adjustments, as defined in sub-article 4.06.04 - 2. (5) For WMA, lower minimum aggregate temperature will require Engineer's approval. (6) For WMA and/or polymer modified asphalt, the mix temperature shall meet manufacturer's recommendations. In addition, for WMA, the maximum mix temperature shall not exceed 325°F once the WMA technology is incorporated.

Sieve inches	S0.25		S0.375		S0.5		S1		Tolerances JMF Limits (4) ±Tol
	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	Min(%)	Max(%)	
2.0	-	-	-	-	-	-	-	-	
1.5	-	-	-	-	-	-	100	-	
1.0	-	-	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
#4	-	90	-	90	-	-	-	-	
#8	32	67	32	67	28	58	19	45	
#16	-	-	-	-	-	-	-	-	
#200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0	
Pb ⁽²⁾	-	-	-	-	-	-	-	-	note (2)
VMA (%)	16.0	16.0	16.0	16.0	15.0	15.0	13.0	13.0	1.0
VA (%)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	1.0
Gmm	JMF value	JMF value	JMF value	JMF value	0.030				
Agg. Temp ⁽⁵⁾	280 – 350F	280 – 350F	280 – 350F	280 – 350F					
Mix Temp ⁽⁶⁾	265 – 325 F ⁽¹⁾	265 – 325 F ⁽¹⁾	265 – 325 F ⁽¹⁾	265 – 325 F ⁽¹⁾					
Prod. TSR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
T-283 Stripping	N/A	N/A	N/A	N/A	Minimal as determined by the Engineer	N/A	N/A	N/A	

TABLE M.04.03– 4: SUPERPAVE MASTER RANGE FOR TRAFFIC LEVELS AND DESIGN VOLUMETRIC PROPERTIES.

Traffic Level	Design ESALs	Number of Gyration by Superpave Gyratory Compactor	
	(million)	Nini	Ndes
1*	< 0.3	6	50
2	0.3 to < 3.0	7	75
3	≥3.0	8	100

* NOTE: Level 1 for use by Towns and Municipalities ONLY.

TABLE M.04.03– 5: SUPERPAVE MINIMUM BINDER CONTENT BY MIX TYPE & LEVEL.

Mix Type	Level	Binder Content Minimum ⁽¹⁾
S0.25	1*	5.6
S0.25	2	5.5
S0.25	3	5.4
S0.375	1*	5.6
S0.375	2	5.5
S0.375	3	5.4
S0.5	1*	5.0
S0.5	2	4.9
S0.5	3	4.8
S1	1*	4.6
S1	2	4.5
S1	3	4.4

* NOTE: Level 1 for use by Towns and Municipalities ONLY.

Table M.04.03-6:
Modifications to Standard AASHTO and ASTM Test Specifications and Procedures.

AASHTO Standard Specification	
Reference	Modification
M 320	<p>1. Mass change for PG 64-22 shall be a maximum loss of 0.5% when tested in accordance with AASHTO T 240.</p> <p>2. The two bottles used for the mass change determination may be re-heated and used for further testing.</p>
AASHTO Standard Methods of Test	
Reference	Modification
T 27	Section 7.7 Samples are not washed
T 30	Section 6.2 thru 6.5 Samples are not routinely washed
T 168	<p>Samples are taken at one point in the pile. All types of bituminous concrete except Class 4 are scooped from the sample container instead of remixing and quartering. (Method verified by laboratory study).</p> <p>Samples from a hauling vehicle are taken from only one point instead of three as specified.</p> <p>Selection of Samples: Sampling is equally important as the testing, and the sampler shall use every precaution to obtain samples that are truly representative of the bituminous mixture.</p> <p>Box Samples: In order to enhance the rate of processing samples taken in the field by construction or maintenance personnel the samples will be tested in the order received and data processed to be determine conformance to material specifications and to prioritize inspections by laboratory personnel.</p>
T 195	Section 4.3 only one truck load of mixture is sampled. Samples are taken from opposite sides of the load.
T 209	<p>Article 9.5.1 Bowl is suspended 2 minutes prior to reading rather than 10 minutes. This makes no significant difference in results.</p> <p>Section 7.2 The average of two bowls is used proportionally in order to satisfy minimum mass requirements.</p> <p>8.3 Omit Pycnometer method.</p>
T 245	<p>Article 3.3.2 A compacting temperature of 140 to 146°C (284 to 295°F) is used</p> <p>Article 3.5.2 Seventy-five (75) blows per side are used on Classes 1 and 12, per ConnDOT design requirements</p> <p>Section 3.1 for production testing: one specimen is molded for each extraction test for production over 275 metric tons/day (300 tons/day). Other mixtures: two specimens per extraction test.</p>
T 283	When foaming technology is used, the material used for the fabrication of the specimens shall be cooled to room temperature, and then reheated to the manufactures recommended compaction temperature prior to fabrication of the

	specimens.
T 308	<p>In addition to the standard testing procedure, the Department has adopted a procedure that addresses a correction factor that is calculated using the composite aggregate percentages (Composite Aggregate Correction Factor Method (CACF)).</p> <p>The aggregate is burned in compliance with the standard AASHTO procedure Method A exclusively. All modifications are listed for this method only.</p> <p>A2.2 and A2.3 Omit</p> <p>A2.4 Omit. Replace with: Determine an aggregate gradation for each aggregate component “blank” in accordance with T30.</p> <p>A2.5 Omit. Replace with: The individual aggregate samples are to be dried in an oven at a maximum temperature of $148 \pm 5^{\circ}\text{C}$ ($300 \pm 9^{\circ}\text{F}$) to a constant weight. RAP samples are to be oven dried at a maximum temperature of $110 \pm 5^{\circ}\text{C}$ ($230 \pm 9^{\circ}\text{F}$) to a constant weight. RAP samples will be burned for total binder content only and not to arrive at a correction factor for a mixture.</p> <p>A2.6 and A2.7 and A2.8 Omit.</p> <p>A2.8.1 Omit Note 2</p> <p>A2.9 Omit. Replace with: Perform a gradation analysis on the residual aggregate in accordance with T30 and compare it to the gradation performed prior to burning.</p> <p>A2.9.1 and A2.9.2 Omit</p> <p>The correction factors for each size aggregate are provided by the Contractor to the Engineer prior to the Annual Plant Inspection. The Engineer may verify the correction factors. The Composite Aggregate Correction Factor (CACF) for any mixture may be calculated by summing the result of the correction factor for each individual aggregate multiplied by the percentage of that aggregate in the overall mixture.</p> <p>(Note: All correction factors must be re-calculated every time the percentage of any aggregate changes within the mixture.)</p> <p>If the average corrected Pb content from the ignition oven differs by 0.3% or more from the average bituminous concrete facility production weigh ticket in five (5) consecutive tests regardless of the production date (moving average), the Contractor shall immediately investigate, determine an assignable cause and correct the issue. When two consecutive moving average differences are 0.3% or more, the Engineer may require a new correction factor calculation for all the aggregate components in the mix.</p> <p>In addition to the standard testing procedure, the Department has adopted a procedure that addresses the time involved between sampling the hot-mix asphalt specimen and the beginning of the test.</p> <p>6.3 Omit. Replace with: The test specimen must be ready to be placed in an approved ignition furnace for testing within ten minutes of being obtained from the hauling vehicle and the test shall start immediately after.</p>

T 331	6.1 Cores are dried to a constant mass prior to testing using a core-dry machine.
AASHTO Standard Recommended Practices	
Reference	Modification
R 35	<p>Volumetric Calculations of VMA and Correction Factor</p> <p>VMA_a - Voids in Mineral Aggregate from (V_a + V_{be}) the mix:</p> <p>A. VMA calculated from the mix shall be determined in accordance with <i>Formula 5.16.1A</i>. It can be correlated that the VMA calculated from AASHTO R-35 is equivalent to VMA_a when the P_{ba} x (100-P_{bt}) / 100 is known and substituted for A_{cf}, as shown in <i>Formula 5.16.1A (ii)</i>. Test results from VMA_a shall therefore be required to meet all contract specifications. Values of VMA_a that are out of specifications during production may be cause for the contractor to determine assignable reason, take corrective action, and modify the Job Mix Formula (JMF), as needed. Continued VMA_a data that is out of specifications may be cause for the Engineer to order cessation of supply.</p> <p><i>Formula 5.16.1A</i>. Determining the VMA of bituminous concrete by the mix or air voids & effective binder method:</p> $VMA_a = V_a + \left[\frac{(Gmb_d \times (Pb_t - A_{cf}))}{G_b} \right]$ <p>Where: VMA_a = VMA calculated from plant production mix(V_a + V_{be}) Gmb_d = Bulk specific gravity as determined by AASHTO T 166(M) P_{bt} = Total Binder Content (corrected) by AASHTO T 308(M) A_{cf} = Absorption correction factor provided by Contractor (refer to B. i and ii)</p> <p>B. Determining the bituminous concrete mix binder correction factor for each class by use of percent absorption of water by AASHTO T 84/85, AASHTO M 323 and D_f method. This value shall be performed by the Contractor during the mix design only and submitted as a JMF value. Two methods for determining the A_{cf} are shown, although method (i) will be the desired method to be used. Both methods are equivalent when the G_{sa}, G_{sb} and P_{wa} are recent and valid for the mix.</p> <p>i. $A_{cf} = Df \times Pwax \times (100 - Pb_t) / 100$</p> <p>ii. $A_{cf} = (Pb_a \text{ from annual JMF submittal}) \times (100 - Pb_t) / 100$</p> <p>Where: D_f = as determined by <i>Formula 5.16.1B</i>. P_{wa} = as determined by AASHTO T 84/85 P_{ba} = as determined by AASHTO M 323 (from annual JMF submittal) D_f (Density Factor): The Contractor shall calculate the bituminous concrete</p>

	<p>mix design D_f (<i>derived from formula XI.2 APPENDIX XI of AASHTO R 35</i>) for each class of material, in accordance with <i>Formula 5.16.1B</i>.</p> <p><i>Formula 5.16.1B.</i> Determining the Density Factor (D_f) of mix design bituminous concrete:</p> $D_f = \left(\frac{Gse - Gsb}{Gsa - Gsb} \right)$ <p>Where:</p> <p>D_f = Density Factor or multiplier determined by AASHTO R-35(M) Gse = Effective Specific Gravity determined by AASHTO M-323 at plant Gsa = Apparent Specific Gravity determined by AASHTO T 84/85 of mix design Gsb = Bulk Specific Gravity determined by AASHTO T 84/85 of mix design</p>
R 26	<p>Quality Control Plans must be formatted in accordance with AASHTO R 26, certifying suppliers of performance-graded asphalt binders, Section 9.0, Suppliers Quality Control Plan, and “NEAUPG Model PGAB QC Plan.”</p> <ol style="list-style-type: none"> 1. The Department requires that all laboratory technician(s) responsible for testing PG-binders be certified or Interim Qualified by the New England Transportation Technician Certification Program (NETTCP) as a PG Asphalt Binder Lab Technician. 2. Sampling of asphalt binders should be done under the supervision of qualified technician. NECTP “Manual of Practice,” Chapter 2 Page 2-4 (Key Issues 1-8). 3. A copy of the Manual of Practice for testing asphalt binders in accordance with the Superpave PG Grading system shall be in the testing laboratory. 4. All laboratories testing binders for the Department are required to be accredited by the AASHTO Materials Reference Laboratory (AMRL). 5. Sources interested in being approved to supply PG-binders to the Department by use of an “in-line blending system,” must record properties of blended material, and additives used. 6. Each source of supply of PG-binder must indicate that the binders contain no additives used to modify or enhance their performance properties. Binders that are manufactured using additives, modifiers, extenders etc., shall disclose the type of additive, percentage and any handling specifications/limitations required. <p>Suppliers shall provide AASHTO M-320 Table 2 testing at a minimum of once per month on one sample of material. Each supplier shall rotate the PG grade each month (including polymer-modified asphalt (PMA)), so that data can be collected for all the grades produced.</p>

SECTION M.10 – RAILING AND FENCE

M.10.02 – Metal Beam-Type Rail and Anchorages:

9. Plastic Blockouts:

Replace *NCHRP Report 350* with *MASH*

ITEM #0100072A - REMOVAL AND DISPOSAL OF UNDERGROUND TANKS

ITEM #0202310A – EXCAVATION AND DISPOSAL OF CONTAMINATED MATERIAL

Description: This work shall consist of the removal and recycling/disposal of underground storage tanks, removal and disposal of hazardous liquids and removal and disposal of non-hazardous contaminated liquids by the Contractor and confirmed by the Engineer during the course of the work. This work shall also consist of testing, removal and disposal of any contaminated soil material adjacent to the underground tank.

Construction Methods:

Submittals

The Contractor shall submit written documentation in the form of a bill of lading to the Engineer or Owner's Representative indicating final disposal locations of each removed tank, vault and piping as well as other non regulated materials taken off the site. All disposal locations must be pre-approved by the Engineer prior to the start of construction.

The Contractor shall submit written documentation in the form of a completed non-hazardous waste manifest to the Engineer or Owner's Representative, indicating the final disposal location of any gasoline, diesel fuel, #2 heating oil, impacted soils, oily water, and tank residue and sludge. All disposal locations must be pre-approved by the Engineer prior to the start of construction.

The Contractor shall provide, prior to the start of work written documentation (i.e. permits, approvals) verifying that all disposal/treatment locations for tanks, vaults, gasoline, diesel fuel, #2 heating oil, oily water, impacted soils, piping and appurtenances, residue/sludge and other materials are licensed and permitted in accordance with all applicable codes, laws and standards.

The Contractor shall provide, prior to the start of work verification of the certification or licensing of the analytical laboratory prior to engaging its services. The laboratory should hold appropriate licenses and certifications for the analyses to be performed.

The Contractor shall provide a completed chain of custody record that should accompany each shipment of samples to the analytical laboratory, and should be included in the written report of the assessment. Chain of custody records provide written documentation regarding sample collection and handling and identify the persons involved in the chain of sample possession. Chain of custody records also provide a written record of requested analytical parameters prior to the start of work verification of the certification or licensing of the analytical laboratory prior to engaging its services.

Demolition

The contractor shall notify the Engineer immediately upon encountering a tank or tanks. The Contractor will sample and gauge tank contents, and the Contractor shall allow for fifteen (15) days between sample collection and receipt of results and further direction from the City. Notify the Engineer at least seven (7) calendar days prior to the start of the tank emptying and excavations. Tanks shall be removed and disposed of in accordance with RCSA 22a-449 (d), NFPA 30, NFPA 327, API 1604, and APE 2015. Removal of a tank shall include all necessary pumping out of excess product, which shall be removed in accordance with applicable Federal and State of Connecticut regulations. For any given tank, do not pump out more product or contaminated liquid than the gauged volume or capacity of the tank unless directed by the Engineer.

All tank and vault system piping shall be removed by excavation by the contractor, unless otherwise directed in writing by the Engineer prior to removal. In order to allow for the collection and analysis of soil samples for verification of the presence or absence of contamination, the Contractor shall keep the tank excavation(s) open for a period of time not to exceed fifteen (15) calendar days until further direction is provided by the Engineer. The contractor shall provide, install and maintain orange snow fencing and other appropriate barricades to prevent individuals or vehicles from falling into excavations. If existing area lighting does not sufficiently illuminate the work areas at night, the Contractor shall also provide orange flashing hazard lighting along the fencing. The contractor shall prevent surface waters from entering the tank excavation at all times during excavation. It is to be understood that the contractor shall not be entitled to additional compensation with these requirements.

During removal of the tanks and or appurtenances, if the Contractor locates materials believed to be contaminated or hazardous, the Contractor shall immediately cease work in the area and notify the Engineer or Owners Representative.

The Contractor will notify the Engineer or Owner's Representative of any discovered petroleum contaminated soils. The Owner will notify the Oil and Chemical Spill Response Division of the Bureau of Waste Management, State of Connecticut, Department of Environmental Protection as needed. No work shall be done in an area identified as having contaminated or hazardous material or suspected of having contaminated or hazardous material without prior written permission of the Engineer.

Vapor Purging (Gasoline)

The vapors in the tank may be displaced by adding solid carbon dioxide (dry ice) to the tank in the amount of at least 1.8 kg per 1,000L (1.5 pounds per 100 gallons) of tank capacity. The dry ice should be crushed and distributed evenly over the greatest possible area in the tank to promote rapid evaporation. As the dry ice vaporizes, flammable vapors will flow out of the tank and may surround the area. Therefore, where practical, the Contractor shall plug all tank openings except the vent after introducing the solid carbon dioxide and continue to observe all normal safety precautions regarding flammable or combustible vapors. Make sure that all of the dry ice has evaporated before proceeding. Alternate vapor purging methods are not permitted without prior approval.

Testing

The tank atmosphere and the excavation area shall be regularly tested by the Contractor for flammable or combustible vapor concentrations until the tank is removed from both the excavation and the site. Such tests shall be made with a combustible gas indicator provided by the Contractor, which is properly calibrated according to manufacturer's instructions, and which is thoroughly checked and maintained in accordance with the manufacturer's instructions. Persons responsible for testing shall be completely familiar with the use of the instrument and the interpretation of the instrument's readings.

The tank vapor space is to be tested by placing the combustible gas indicator probe into the fill opening with the drop tube removed or other tank opening. Readings should be taken at the bottom, middle, and upper portions of the tank, and the instrument should be cleared after each reading. If the tank is equipped with a non-removable fill tube, readings should be taken through another tank opening. Liquid product must not enter the probe. Readings of 20 percent or less of the lower explosive limit (LEL) must be obtained before the tank is considered safe for removal from the ground.

Combustible gas indicator readings may be misleading where the tank atmosphere contains less than five (5) percent by volume of oxygen, as in a tank vapor-freed with CO₂, N₂, or another inert gas. In general, readings in oxygen-deficient atmospheres will be on the high, or safe side. The Contractor shall also use an oxygen indicator to assess the oxygen concentration in the tanks.

The Contractor shall assist the Engineer in collecting samples of test tank contents that will be removed and disposed at licensed, off-site disposal facilities.

Soil adjacent to the tank shall be tested for contamination. The Contractor shall assist the Engineer in collecting soil samples.

Disposal and Salvage

Tanks, vaults, piping, materials, equipment, debris, and associated appurtenances removed, that are not designated for reuse, relocation or salvage, shall become the property of the Contractor and shall be hauled from the site and properly disposed. Where practical, steel tanks and piping components shall be disposed as scrap metal debris. Storage, sale, or salvage for use at another site are not permitted.

All remaining fuel product and liquids in the tank(s) or vault(s) or generated from tank or vault cleaning shall be removed, transported and disposed of offsite by the Contractor as indicated in the specifications.

All discovered Controlled Materials (petroleum impacted soils) shall be removed and disposed of offsite by the Contractor as indicated in the specifications, pending characterization by the Contractor.

The Contractor must use one of the following Department and CT DEEP-approved treatment facilities for State-regulated liquid disposal, including decontamination liquids and tank sludge:

Clean Harbors of CT
51 Broderick Rd.
Bristol, CT 06 010
(860)224-7600

United Oil Recycling
Gracey Ave.
Meriden, CT 06 450
(203)238-6754

Bridgeport United Recycling
50 Cross St.
Bridgeport, CT 06610
(203)238-6754

Methods of Measurement: The work under *Item #0100072A*, being paid on a lump sum basis, will not be measured for payment.

Contaminated material shall be removed to the limits determined by soil testing, contaminated material will be measured for payment as the actual volume of contaminated material excavated and disposed as approved by the Engineer.

Basis of Payment: This work that includes all equipment (including lights, barricades/ fencing), materials, tools, and labor incidental to the pumping, removal, handling, loading, transportation, and recycling/ disposal of USTs and vault(s), piping, and appurtenances in accordance with the specifications and applicable regulations shall be paid for at the Contract lump sum price under *Item #0100072A – Removal and Disposal of Underground Tanks*. The lump sum price shall also include tank cleaning, equipment decontamination, preparation of all associated paperwork, all required testing and laboratory analytical work.

The lump sum price shall also include costs for removal, transportation, and disposal of liquids from the tank (including fees). This lump sum price will be applicable to all of the Contractor-selected disposal facilities and will not change for the duration of the Project unless approved in writing by the Engineer.

Excavation and disposal of contaminated material will be paid for at the contract unit price per cubic yard for “Excavation and Disposal of Contaminated Material”, the price shall include all equipment, materials, tools, and labor incidental to the testing, excavation, handling, removal and disposal of materials determined to be contaminated.

The Contractor shall be solely responsible for the cost of excavating, handling, storage, testing and disposal of soils, materials, or groundwater that were previously clean and have tested as contaminated due to deficient Contractor operation practices and methods.

Pay Item	Pay Unit
Removal and Disposal of Underground Tanks	L.S.
Excavation and Disposal of Contaminated Material	C.Y.

ITEM #0201199A – REMOVE AND RESET FENCE

Description: This work shall consist of removing and resetting or adjusting existing fences, including dog fence systems, as called out on the plans or as directed by the Engineer to locations at the property line.

Materials: The Contractor shall re-use existing materials where possible. New fence posts and panels shall match existing fencing.

Method of Measurement: This work will be measured for payment for actual linear feet of fence removed reset and accepted by the Engineer.

Basis of Payment: This work will be paid for at the contract price per linear foot for "Remove and Reset Fence", complete and accepted, which price shall include all work, equipment, materials, additional posts, panels and hardware, tools and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Remove and Reset Fence	L.F.

ITEM #0202596A – RESET STONE PILLAR

Description: This work shall consist of removing and resetting or adjusting the existing stone pillar, reusing existing stones and furnishing additional approved stones, laid in full mortar beds, so as to fit neatly and firmly, constructed in such shape and such place as indicated on the plan or as directed by the Engineer and in accordance with these specifications. This work shall also include removing and re-installing the light fixture on top of the stone pillar and all electrical appurtenances required.

Materials: The Contractor shall re-use existing stones from the stone pillar. Mortar material shall conform to the requirements of Article M.11.04. The Contractor shall provide any additional stone material (if required) that resemble as close as possible the existing stone size and shape. The Contractor shall also provide any additional electrical conduits and wiring to re-install the light fixture as approved by the Engineer.

Construction Methods: The Contractor shall take photographs and field measurements of the existing stone pillar to be used for reconstructing the pillar prior to removing the stone pillar.

Construction method shall conform to Section 6.07.03 of Form 816 and as follow:

The existing stone pillar shall be carefully removed and where necessary from the imbedded mortar and cleaned. The pillar shall be reconstructed using the existing stones removed. Prior to setting the existing stones and mortar, the foundation shall be prepared as directed by the Engineer. Any foundation soil found to be unsuitable shall be removed and replaced.

Method of Measurement: This work will be measured for payment for each stone pillar designated for resetting.

Basis of Payment: This work will be paid for at the contract price each for "Reset Stone Pillar", complete and accepted, which price shall include all work, equipment, materials, additional approved stones, mortar, crushed stones, electrical conduits and wiring, tools and labor incidental thereto.

Pay Item
Reset Stone Pillar

Pay Unit
ea.

ITEM #0204001A – COFFERDAM AND DEWATERING

Description: Work under this item shall consist of the design and construction of cofferdams as and where shown and specifically designated as such on the plans; necessary dewatering, adjustments, repair or reconstruction; driving and extraction of sheet piles, and the removal of temporary cofferdams and related facilities.

For the purposes of this specification, such work shall be understood to mean any temporary type of protective facility which the Contractor elects to build to satisfy, and which does satisfy, the condition that existing facilities be properly retained during excavation or fill for the placement of drainage structures or other facilities. Temporary earth retaining system shall be designed by the Contractor and constructed where shown on the plans. This system shall be removed upon completion of the permanent work, except that some sections may be left in place when so ordered by the Engineer.

Work under this item shall also include necessary flow diversions, barriers or other such protective facilities and methods as are necessary for the conduction of water beyond the limits of construction; the establishment of an area for stockpiling and dewatering site soils with a temporary discharge area with sedimentation protection for pumped water and the removal of all such temporary structures and facilities upon the completion of the permanent work or as required.

Materials: Materials shall conform to the following requirements:

Pipes, joint sealant and bedding material: shall conform to the requirements of Article M.08.01 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Riprap: shall conform to the requirements of Article M.12.02 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Steel sheet piling: shall conform to the requirement of ASTM A 328. Timber sheet piling: shall conform to the requirements of Subarticle M.09.01-1 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction. Materials other than steel or timber, or a combination of these may be used provided they are properly designed for the purpose intended.

Construction Methods: Temporary sheet piling could be used as cofferdams, and sand bags to divert the river flow during the installation of drainage structures. Lines and elevations of temporary sheet piling shall be as shown on the plans or as directed by the Engineer.

Sedimentation protection areas, silt fences and hay bales shall be installed to the lines shown on the plans or as directed by the Engineer.

General: The handling of water shall be in accordance with the requirements of Section 1.10. For the purposes of this specification, such work shall be understood to mean any temporary type of protective facility which the Contractor elects to build or use to satisfy, and which does satisfy, the condition that the permanent structures be placed and built in the dry. The handling of flood flows and the protection of existing structures, and any or all of the finishing construction during high water, are included in the scope of the work under this term.

The Contractor shall investigate and verify existing stream conditions, and evaluate the need for, and the type of protection and facilities required. Before commencing construction, the Contractor shall furnish the Engineer with details of the plan and the methods he proposes to use for handling water and accomplishing the work. The furnishing of such plans and methods shall not relieve the Contractor of any of his responsibility for the safety of the work and for the successful completion of the project.

Coffer dams shall be designed, at minimum, to the lines and elevations shown on the plans or as directed by the Engineer. The height of any flow diversions and barriers shall be elected by the Contractor to provide reasonable protection from flooding. All such temporary structures or facilities shall be safely designed, extended to sufficient depth and be of such dimensions and water-tightness so as to assure construction of the permanent work in the dry. They shall not interfere with proper performance of the work. Their construction shall be such as to permit excavation for the permanent work to the limits shown on the plans. Interior dimensions shall give sufficient clearance for construction and inspection forms. Movements or failures of the temporary protection facilities, or any portions thereof, which prevents proper completion of the permanent work, shall be corrected at the sole expense of the Contractor.

Any pumping from within the areas of construction shall be done in such a manner as to prevent the possibility of movement of water through any fresher concrete. No pumping will be permitted during the placing of concrete or for a period of 24 hours thereafter, unless it be done from a suitable sump properly located and with sufficient pumping capacity to protect against damage from sudden rising of water. Any pumped water must be discharged in accordance with the requirements of Section 1.10.

Unless otherwise provided, or directed, all such temporary protective work shall be removed and disposed of in an approved manner when no longer required.

The Contractor shall be responsible for the scheduling of work under this item so as not to interfere with any sequence of operations developed for this project. Delays as a result of work required under this item shall not constitute a claim for an extension of contract time.

Coffer dams and Dewatering shall follow the Construction Methods detailed in Section 2.04 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Trench Excavation for pipe shall follow the Construction Methods detailed in Section 2.05 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Hay Bales shall follow the Construction Methods detailed in Section 2.18 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Silt Fence shall follow the Construction Methods detailed in Section 2.19 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Temporary Sheet Piling shall follow the Construction Methods detailed in Section 2.04 and Section 7.14 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Sheet Piling Material Left in Place shall follow the Construction Methods detailed in Section 7.15 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Method of Measurement:

Cofferdam and Dewatering will be measured for payment by the number of linear feet along the cofferdam.

Trench excavation associated with dewatering will not be measured for payment but shall be included in the linear foot item "Cofferdam and Dewatering".

Hay Bales used for dewatering filter systems or other dewatering operations will not be measured for payment but shall be included in the linear foot item "Cofferdam and Dewatering".

Hay Bales installed with silt fence as shown on the plans will be measured for payment in accordance with Article 2.18.04 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Silt Fence will be measured for payment in accordance with Article 2.19.04 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction.

Temporary sheet piling used for cofferdam and dewatering will not be measured for payment but shall be included in the linear foot item "Cofferdam and Dewatering".

Sheet piling material left in place for cofferdam and dewatering will not be measured for payment but shall be included in the linear foot item "Cofferdam and Dewatering".

Sand bags used for cofferdam and dewatering will not be measured for payment but shall be included in the linear foot item "Cofferdam and Dewatering".

Filter Fabric, Crushed Stone and Granular Fill used for dewatering operations will not be measured for payment but shall be included in the linear foot item "Cofferdam and Dewatering".

Basis of Payment:

Payment for this item will be made at the contract unit price per linear foot for "Cofferdam and Dewatering", complete and accepted, which price shall include all tools, material, equipment, labor and work incidental to the construction; reconstruction; if required; dewatering, including pumping, dewatering site soils, handling stream flow during construction; trench excavation, bedding material and bypass culvert required to route stream flow, driving and removal of temporary sheet piling, the removal and disposal of all protective works or facilities; disposal of water removed from the construction; damages incurred by the Contractor; and any damages to existing facilities and to the work in progress, materials or equipment from flows or high stages of the stream.

Pay Item

Cofferdam and Dewatering

Pay Unit

lf

ITEM #0204401A – HANDLING WATER (SITE NO. 1)

Description: Work under this item shall consist of the design and construction of cofferdams, weirs and structures necessary for the performance of the work; it shall also include all dewatering, maintenance, repair, adjustment, reconstruction, removal and disposal of temporary cofferdams, weirs, structures and other related facilities.

Construction Methods: The Contractor shall submit to the Engineer, for review, a detailed plan and computations, prepared by a professional Engineer licensed in the state of Connecticut, of its proposal for maintaining stream flow during the installation of the box culvert. The proposed water handling plan shall ensure that there is no flooding to properties adjacent to the work. The furnishing of such plans and methods shall not serve to relieve the Contractor of its responsibility for the safety of the work and successful completion of the project. The Contractor's proposal must meet all requirements established in the regulatory permits and must also conform to the requirements of Section 1.10 of CDOT FORM 817.

Method of Measurement:

The individual components will not be measured for payment but shall be included in the contract lump sum price for "Handling Water".

Basis of Payment:

This work will be paid for at the contract unit price per lump sum for "Handling Water," which price shall include all costs of design, materials, tools, equipment, labor, cofferdam, weirs, structures or other related facilities, any environmental controls used in dewatering operations, which are required for the construction of cofferdams, weirs, structures or related facilities; removal and disposal of obstructions, pumping and dewatering, temporary pipes, removal of all cofferdams, weirs, structures, environmental controls and related facilities.

Pay Item

Handling Water (Site No.1)

Pay Unit

L.S.

ITEM #0213051A –GRAVEL STREAMBED MATERIAL

Description: This work shall consist of procuring, transporting and placing gravel streambed material meeting the visual inspection requirements herein, along stream bank/channel improvement locations as shown on the plans or denoted on the Project's permit applications. This work shall also include any necessary temporary protection and stockpiling of the gravel streambed material on the Site and removal and proper disposal of all unused material.

Materials: When a sufficient quantity of material is not available from the existing streambed channel within the permitted footprint of the Site, the Contractor shall furnish visually inspected and accepted gravel streambed material from an off-Site source.

The gravel streambed material for this item shall be consistent with the existing naturally-formed cobbles and rocks, gravel, and clean natural sediments found within the existing channel. Rock excavated from ledge (bedrock) formations, broken from larger boulders, broken concrete or angular material will not be accepted. Rock larger than 12 inches in diameter will not be accepted. Silts and clays will not be accepted.

The visual inspection of the gravel streambed material shall be performed by the Engineer at the off-Site source prior to delivery of material to the Site. The Contractor shall notify the Engineer at least 10 days in advance of the need for inspection of proposed off-Site material.

Construction Methods: At the start of construction, the Contractor shall prepare an area, approved by the Engineer, suitable in size and location for stockpiling the gravel streambed material. The Contractor shall select an upland location where disruption to the stream channel or impact to wetland areas caused by moving the gravel streambed material to and from the stockpile are minimized during the placement of material. The stockpile shall be located where it can remain undisturbed for the duration of the stream channel construction and shall be protected using sedimentation control measures.

The stockpile area shall be cleared and cleaned adequately to prevent mixing with underlying soil or other materials, including the use of structural fabric if required. The stockpile area shall be adequately covered to protect the gravel streambed material from erosion by rain or other forces. After the gravel streambed material and the excavated channel bottom material to be reused have been placed in the stockpile areas, no other excavated or off-Site material shall be placed in the stockpiles.

The reused and gravel streambed material shall be placed at the designated location(s) to the required thickness as shown on the plans or denoted on the permit application, or as directed by the Engineer. Equipment and placement techniques shall prevent integration with the surrounding material and shall keep the channel bottom material relatively homogenous. Reused and gravel streambed material shall be placed in a manner that replicates the original condition of the channel prior to excavation.

The Contractor shall perform all containment, diversion, or other separation of the channel flow when placing the reused and gravel streambed material to minimize sediment transport downstream.

The disposal of any surplus or unsuitable material shall be in accordance with Section 2.02. Restore the stockpile area as directed by the Engineer.

Method of Measurement: Gravel streambed material will be measured in place after compaction within the limits shown or as specified by the Engineer.

Basis of Payment:

This work will be paid for at the Contract unit price per cubic yard for "Gravel Streambed Material," complete in place, which price shall include all materials, tools, equipment and labor incidental thereto.

Pay Item

Gravel Streambed Material

Pay Unit

C.Y.

ITEM #0219004A – STORM WATER POLLUTION CONTROLS

Description: This work shall consist of furnishing, placing, maintaining and removing storm water pollution controls, including concrete washout areas, temporary sediment traps and silt fence as shown on the plans or as directed by the Engineer. Maintaining shall include the clean out and disposal of accumulated sediment, repair and restoration upon removal.

Materials: Storm water pollution controls for this work shall meet the following requirements:

Hay bales shall be made of hay with 40lbs minimum weight and 120 lbs maximum weight, and shall be held together with twine or wire.

Geotextile shall meet the requirements of Section 7.55 and M.08.

Gravel shall conform to the gradation requirements for Size No. 6 under Article M.01.01.

Construction Methods: All of the construction operations shall be in compliance with the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control and the Best Management Practices as published by CTDEEP. The Contractor shall take all necessary steps to ensure that nearby water sources are not polluted or impacted by construction sediment. These measures include, but are not limited to those shown on the plans, described in the permit conditions or those directed by the Engineer.

Controls shall be maintained and repaired so to remain effective throughout the duration of the construction, no controls will be removed without the approval of the Engineer. Sediments shall be removed and disposed of in a lawful manner. The Contractor is responsible for the maintenance of the controls for as long as they are deemed necessary.

Method of Measurement: This work will be measured for payment as a Contract lump sum item.

Basis of Payment: This work will be paid for at the contract lump sum price for "Storm Water Pollution Controls", which price shall include all work, equipment, materials, tools and labor incidental thereto. All costs incidental to the removal and disposal of sediment will be included in the lump sum price of "Storm Water Pollution Controls".

Pay Item
Storm Water Pollution Controls

Pay Unit
LS

ITEM # 0406002A - TEMPORARY PAVEMENT

- 1. Description:** This work shall consist of paving construction trenches and areas of roadway reconstruction up to such time that permanent roadway pavement can be placed. Construction trenches and roadway reconstruction shall be constructed in accordance with the project details included in the project plans.
- 2. Materials:** Materials for this work shall consist of the following:
 - 2.1 Bituminous Asphalt conforming to the requirements of Sections 4.06 and M.04 of the Standard Specifications.
 - 2.2 Tack coat conforming to the material requirements for tack coat in Sections 4.06 and M.04 of the Standard Specifications.
- 3. Equipment:** Equipment for this work shall include, but is not limited to, the following:
 - 3.1 Paving and compaction equipment – All equipment used to place and compact the hot mix asphalt required for this work shall meet the requirements of Section 4.06 of the Standard Specifications. Due to the nature of this work, it is expected that much of the placement of hot mix asphalt will require hand work or a mixture of equipment and hand work methods and tools to achieve the required results. The same consideration is to be given to compaction of the hot mix asphalt. Smaller type compaction equipment, including vibratory plate compactors, shall be allowed to achieve the required results. At all times the Contractor is required to meet the density and compaction and all other requirements specified in Sections 4.06 and M.04 of the Standard Specifications.
- 4. Construction Methods:**
 - 4.1 Areas shown on the plans, or directed by the Engineer, to be widened, excavated for the installation of new curb or traffic appurtenances shall be reconstructed and paved under bituminous concrete surface patch.
 - 4.2 Existing pavement adjacent to trenches and widening shall be sawcut in accordance with Section 2.02.
 - 4.3 Subgrade shall be prepared for the roadway structure in accordance with Section 2.09.
 - 4.4 Processed Aggregate Base shall be installed as shown on the project plans and in accordance with Section 3.04.

4.5 The edges of the trench shall be cleaned and shall receive an application of tack coat in accordance with Section 4.06.

4.6 Bituminous asphalt shall be placed and compacted to the requirements herein, as shown on the plans, and in accordance with Section 4.06. Pavement shall consist of 4"-Class 1, placed in two lifts. Compaction shall be 95% of maximum density and shall be tested using a nuclear density gauge, compaction testing shall be performed by the City. The final paved grades shall match the adjacent roadway grades.

5. Method of measurement:

This work shall be measured by the total area, in square yards, of "Temporary Pavement."

Processed aggregate base will not be measured for payment but shall be included in the contract unit price per square yard for "Temporary Pavement."

The quantity of bituminous concrete pavement cut will be measured in accordance with Article 2.02.04.

6. Basis of Payment: This work will be paid for at the contract unit price per square yard of "Temporary Pavement." The price shall include preparing the subgrade, furnishing, placing and compaction of the processed aggregate base, cleaning, tack coat application and placement and compaction of bituminous asphalt. All other miscellaneous tools, materials, and equipment needed to complete the work shall also be included in the cost of the work.

Pay Item
Temporary Pavement

Pay Unit
S.Y.

ITEM #0406999A - 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), Polymer Modified Asphalt (PMA), and Ultra-Thin Bonded Hot-Mix Asphalt mixtures completed and accepted in the contract.

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

I. For HMA and PMA mixtures:

- a. The HMA or PMA 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 and PMA 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.

II. For Ultra-Thin Bonded HMA mixtures:

- a. The Ultra-Thin Bonded HMA mixture in which the adjustment is being applied is listed as a contract item.
- b. The total quantity for Ultra-Thin Bonded HMA mixture in a contract exceeds:
 - i. 800 tons (727 metric tons) if Ultra-Thin Bonded HMA is listed as a contract item with a pay unit of tons or metric tons.
 - ii. 30,000 square yards (25,080 square meters) if Ultra-Thin Bonded HMA is listed as a contract item with a pay unit of square yards or square meters.

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

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

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

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

- **HMA:**
 1. For HMA, PMA, and Ultra-Thin Bonded HMA mixtures with pay units of mass:
The quantity (tons or metric tons) of accepted HMA, PMA, or Ultra-Thin Bonded HMA mixture measured and accepted for payment.
 2. For Ultra-Thin Bonded HMA mixtures with pay units of area:
The quantity of Ultra-Thin Bonded HMA mixture delivered, placed, and accepted for payment, calculated in tons or metric tons as documented according to the Material Documentation provision (section E) of the Ultra-Thin Bonded HMA Special Provision.
- **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, PMA mixture is placed.
- Performance-Graded Binder percentage (**PG%**)
 1. For HMA or PMA mixes:
 $PG\% = \underline{4.5}$
 - For Superpave 1.5 inch (37.5mm), Superpave 1.0 inch (25.0mm), PMA S1, HMA S1, and Class 4
 $PG\% = \underline{5.0}$
 - For Superpave 0.50 inch (12.5mm), HMA S0.5, PMA S0.5, and Class 1

PG % = 6.0

- For Superpave 0.375 inch (9.5mm), HMA S0.375, PMA S0.375, Superpave 0.25 inch (6.25mm), HMA S0.25, PMA S0.25, Superpave #4 (4.75mm) and Class 2
- 2. For Ultra-Thin Bonded HMA mixes:
PG% = Design % PGB (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to one decimal point (e.g. 5.1%)

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.

ITEM #0507171A -HYDRODYNAMIC SEPARATOR (SITE NO.1)

Description: Hydrodynamic separators are proprietary devices manufactured for stormwater treatment. The hydrodynamic separator shall be a precast concrete structure and include an internal chamber with features that induce a swirling, circular, or spiraling flow pattern in the stormwater flow that separate and trap sediment and pollutants in a chamber that can be accessed for later removal.

This item will consist of furnishing and construction of a hydrodynamic separator, a flow diversion structure, manholes and pipes in the location, grades, treatment capacity and to the dimensions and details shown on the contract drawings, and in accordance with these specifications or as directed by the Engineer. The work also includes the preparation of hydraulic design calculations for the hydrodynamic separator(s) and flow diversion structure(s) as specified herein.

The hydrodynamic separator shall be assembled and installed in strict compliance with the Manufacturer's instructions unless otherwise directed by these specifications or by the Engineer. Internal flow controls / diversion components, external appurtenances, concrete manhole riser sections, manhole frames and covers, reinforcing, threaded inserts, lifting and seating fixtures, non-shrink grout, and all other necessary materials and equipment to complete the work shall be included.

This item shall also include the cleaning of the hydrodynamic separator of all sediment and debris every 90 days, or as needed, from when they are put into service, until final acceptance of the project.

Prior to final acceptance of the hydrodynamic separator, the Contractor shall schedule and lead an on-site instructional session on the maintenance of the hydrodynamic separator for Town of Trumbull public works personnel.

Approved Products and Manufacturer Information: Proprietary hydrodynamic separators currently approved by the Department are listed in Table 1 “**CONNDOT LIST OF APPROVED HYDRODYNAMIC SEPARATORS**”. Company contact information is provided for convenience. *As the company information frequently changes, the Department is not responsible for its accuracy.*

The Engineer will reject any proposed hydrodynamic separator that is not listed in Table 1.

The listed products have been approved for use on Department projects based on only a general review of the product's construction, function and treatment capabilities. **Therefore, the approved list shall not be construed to mean that all products appearing on the list are suitable to any specific project site or drainage design.**

Performance: The stormwater treatment performance of the selected hydrodynamic separator shall be based on the water quality flow (WQF) as defined and calculated in accordance with the Department's current version of the Drainage Manual.

The hydrodynamic separator shall be designed to treat the entire WQF as indicated on the contract drawings or specifications, without bypass, either through the separator's internal components or at the flow diversion structure.

TABLE 1 – CONNDOT LIST OF APPROVED HYDRODYNAMIC SEPARATORS

HYDRODYNAMIC SEPARATOR PRODUCT NAME	COMPANY INFORMATION
Downstream Defender	Hydro International 94 Hutchins Drive Portland, Maine 04102 (207) 756-6200 http://www.hydrointernational.biz/us/index_us.php
FloGard Dual-Vortex Hydrodynamic Separator	Oldcastle Stormwater Solutions 405 Highgrove Drive Fayetteville, Georgia 30124 (678)-209-9287 http://www.oldcastlestormwater.com
High Efficiency CDS	Contech Stormwater Solutions 200 Enterprise Drive Scarborough, Maine 04074
Vortechs	(800)-925-5240 http://www.contech-cpi.com/stormwater/13
Vortsentry	
Hydroguard	Hydroworks, LLC 525 Boulevard Kenilworth, NJ 07033 (888)-290-7900 / (908)-272-4411 http://www.hydroworks.org/
Stormceptor OSR	Rinker Materials – Stormceptor 69 Neck Road Westfield, MA 01085
Stormceptor STC	(800)-909-7763 / (413) 246-7144 www.rinkerstormceptor.com
V2B1	Environment 21 8713 Read Road, P.O. Box 55 East Pembroke, New York 14056-0055 (800)-809-2801 / (585)-815-4700 www.env21.com

Hydrodynamic separator systems and models that have been pre-approved for use on Department projects and their corresponding maximum allowable WQF's for stormwater treatment are shown in **Table 2, “PERFORMANCE MATRIX FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS”**. The Engineer will reject any proposed hydrodynamic separator system/model that is not listed in Table 2.

For more severe storm events that produce flows up to and including the drainage design flow (DDF) and which result in flows greater than the WQF being directed to the hydrodynamic separator from the flow diversion structure, the hydrodynamic separator shall be capable of conveying the portion of the DDF directed to it without surcharging the upstream storm drainage system and re-suspending previously trapped sediment.

The WQF to be treated and the portion of the DDF directed to the hydrodynamic separator when the drainage system is operating at its design flow are shown on the Hydrodynamic Separator

Design Data Sheets (Form A - Design). A separate form for each hydrodynamic separator site on the project is attached to this specification.

Sediment Storage Capacity: Settleable solids shall accumulate in a location within the hydrodynamic separator structure that is accessible for cleaning and maintenance but not susceptible to resuspension. Direct access through openings in the precast concrete unit shall be provided to the sediment storage chamber and all other chambers to facilitate maintenance.

The standard sediment storage capacities for Department pre-approved hydrodynamic separator systems/models are shown in **Table 3, “STANDARD SEDIMENT STORAGE CAPACITY FOR CONDOT APPROVED HYDRODYNAMIC SEPARATORS”**. The sediment storage capacities listed in Table 3 are values based on standard structure dimensions and anticipated maintenance requirements.

Some standard hydrodynamic separator models may be modified as determined by the Manufacturer to increase the sediment storage capacity. When a modification is proposed by increasing the depth of the standard structure, the sediment storage capacity of the proposed structure shall be determined in accordance with **Table 4, “SEDIMENT STORAGE CAPACITY CALCULATION”**.

The Contractor shall be responsible for verifying the standard sediment storage capacity of the hydrodynamic separator unit(s) and coordinating any proposed modifications to increase sediment storage capacity with the Manufacturer(s). All proposed modifications and revised sediment storage capacity determinations shall be clearly documented in the working drawing submission to the Department.

The minimum sediment storage capacities required for each hydrodynamic separator site on the project are shown on the Hydrodynamic Separator Design Data Sheets (Form A – Design) attached to this specification.

Hydraulic Design: The Contractor shall prepare or have prepared a hydraulic grade line (HGL) analysis for an evaluation of the selected hydrodynamic separator and the design of the flow diversion structure as described in this section. The HGL analysis shall be performed for both the WQF and the DDF. The analysis shall be consistent with the methodology described in Section 11.12 of the Department’s Drainage Manual.

Head loss coefficients, to be used in the HGL analysis, shall be determined in accordance with Section 11.12.6 for all structures except the hydrodynamic separator, which shall be obtained from the Manufacturer. Documentation shall be submitted demonstrating how the coefficient was derived either through calculation and/or testing data. A benching factor of 1.0 shall be applied to the flow diversion structure.

The HGL analysis (or portion of) that was performed for the design of the storm drainage systems and preparation of the construction plans, including the design of the flow diversion structure and evaluation of a “generic” hydrodynamic separator, is shown on the Hydrodynamic Separator Design Data Forms (Form A – Design) attached to this specification.

TABLE 2 - PERFORMANCE MATRIX FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS

Maximum WQF (cfs)	Downstream Defender	Flagard	Product Model					
			High Eff. CDS	Hydroguard	Stormceptor OSR	Stormceptor STC	Vortechs	Vortisentry
0.4	4-ft	DVS-36	2015-4G; 2015-4	HG 4	065	450	1000	VS30
0.5	4-ft	DVS-36	2015-4G; 2015-4	HG 4	065	900	1000	VS30
0.6	4-ft	DVS-36	2015-4G; 2015-4	HG 4	065	900	1000	VS40
0.7	4-ft	DVS-48	2015-4G; 2015-4	HG 4	140	900	1000	VS40
0.8	4-ft	DVS-48	2015-4G; 2015-4	HG 4	140	900	1000	VS40
0.9	4-ft	DVS-48	2015-4G; 2015-4	HG 4	140	1200	1000	VS40
1.0	4-ft	DVS-48	2015-4G; 2015-4	HG 4	140	1800	1000	VS40
1.1	4-ft	DVS-48	2015-4G; 2015-4	HG 4	140	1800	1000	VS40
1.2	6-ft	DVS-48	2015	HG 5	140	2400	1000	VS50
1.3	6-ft	DVS-60	2015	HG 5	140	2400	1000	VS50
1.4	6-ft	DVS-60	2015	HG 5	140	2400	2000	VS50
1.5	6-ft	DVS-60	2020	HG 5	140	2400	2000	VS50
1.6	6-ft	DVS-60	2020	HG 5	140	2400	2000	VS50
1.7	6-ft	DVS-60	2020	HG 5	250	2400	2000	VS50
1.8	6-ft	DVS-60	2020	HG 6	250	2400	2000	VS50
1.9	6-ft	DVS-60	2020	HG 6	250	3600	2000	VS60
2.0	6-ft	DVS-60	2020	HG 6	250	3600	2000	VS60
2.1	6-ft	DVS-60	2020	HG 6	250	3600	2000	VS60
2.2	6-ft	DVS-72	2025	HG 6	250	3600	2000	VS60
2.3	6-ft	DVS-72	3020, 3020-D	HG 6	250	3600	2000	VS60
2.4	6-ft	DVS-72	3035; 3035-D	HG 6	250	4800	2000	VS60
2.5	6-ft	DVS-72	3035; 3035-D	HG 6	250	4800	3000	VS60
2.6	6-ft	DVS-72	3035; 3035-D	HG 6	250	4800	3000	VS60
2.7	6-ft	DVS-72	3035; 3035-D	HG 7	250	4800	3000	VS60
2.8	6-ft	DVS-72	3035; 3035-D	HG 7	250	4800	3000	VS70
2.9	6-ft	DVS-72	3035; 3035-D	HG 7	250	4800	3000	VS70
3.0	6-ft	DVS-72	3035; 3035-D	HG 7	390	4800	3000	VS70

TABLE 2 - PERFORMANCE MATRIX FOR CONNODOT APPROVED HYDRODYNAMIC SEPARATORS (continued)

Maximum WQF (cfs)	Downstream Defender	Flagard	High Eff. CDS	Hydroguard	Product Model			
					Stormceptor OSR	Stormceptor S7C	Vortechs	Vortisentry V2B1
3.1	8-ft	DVS-72	3035; 3035-D	HG 7	390	4800	3000	V\$70
3.2	8-ft	DVS-72	3035; 3035-D	HG 7	390	4800	3000	V\$70
3.3	8-ft	DVS-72	3035; 3035-D	HG 7	390	4800	3000	V\$70
3.4	8-ft	DVS-72	3035; 3035-D	HG 7	390	6000	3000	V\$70
3.5	8-ft	DVS-72	3030; 3030-DV, 3030-D; 4030-D	HG 7	390	6000	3000	V\$70
3.6	8-ft	DVS-72	4030	HG 7	390	6000	3000	V\$70
3.7	8-ft	DVS-84	4030	HG 8	390	6000	3000	V\$70
3.8	8-ft	DVS-84	4030	HG 8	390	6000	4000	V\$70
3.9	8-ft	DVS-84	4030	HG 8	390	7200	4000	V\$70
4.0	8-ft	DVS-84	4030	HG 8	390	7200	4000	V\$80
4.1	8-ft	DVS-84	4030	HG 8	390	7200	4000	V\$80
4.2	8-ft	DVS-84	4030	HG 8	390	7200	4000	V\$80
4.3	8-ft	DVS-84	4030	HG 8	390	7200	4000	V\$80
4.4	8-ft	DVS-84	4030	HG 8	390	7200	4000	V\$80
4.5	8-ft	DVS-84	4030	HG 8	390	7200	4000	V\$80
4.6	8-ft	DVS-84	5640-D	HG 8	390	7200	4000	V\$80
4.7	8-ft	DVS-84	5640-D	HG 8	390	7200	4000	V\$80
4.8	8-ft	DVS-84	5640-D	HG 8	390	7200	4000	V\$80
4.9	8-ft	DVS-84	5640-D	HG 8	390	11000S	4000	V\$80
5.0	8-ft	DVS-84	5640-D	HG 9	390	11000S	4000	V\$80
5.2	8-ft	DVS-84	4040-D	HG 9	390	11000S	4000	V\$80
5.4	8-ft	DVS-96	4040-D	HG 9	390	11000S	4000	V\$100
5.5	8-ft	DVS-96	4045-D	HG 9	390	11000S	5000	V\$100
5.6	8-ft	DVS-96	4045-D	HG 9	560	11000S	5000	V\$100
6.0	8-ft	DVS-96	4040	HG 9	560	11000S	5000	V\$100
6.1	8-ft	DVS-96	4040	HG 9	560	11000S	5000	V\$100
								21

TABLE 2 - PERFORMANCE MATRIX FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS (continued)

Maximum WQF (cfs)	Downstream Defender	Flagard	High Eff. CDS	Product Model			
				Hydroguard	Stormceptor OSR	Stormceptor STC	Vortechs
6.3	8-ft	DVS-96	4040	HG 9	560	11000s	5000
6.4	10-ft	DVS-96	4040	HG 9	560	11000s	5000
6.5	10-ft	DVS-96	4040	HG 10	560	11000s	5000
6.9	10-ft	DVS-96	4040	HG 10	560	11000s	5000
7.0	10-ft	DVS-96	4040	HG 10	560	11000s	5000
7.1	10-ft	DVS-96	5042-D	HG 10	560	11000s	5000
7.2	10-ft	DVS-96	5042-D	HG 10	560	13000s	5000
7.3	10-ft	DVS-96	4045	HG 10	560	13000s	5000
7.5	10-ft	DVS-96	5653-D	HG 10	560	13000s	7000
7.7	10-ft	DVS-120	5653-D	HG 10	560	13000s	7000
7.8	10-ft	DVS-120	5653-D	HG 10	560	13000s	7000
7.9	10-ft	DVS-120	5653-D	HG 10	780	13000s	7000
8.0	10-ft	DVS-120	5658-D	HG 10	780	13000s	7000
8.2	10-ft	DVS-120	5658-D	HG 10	780	16000s	7000
8.5	10-ft	DVS-120	5658-D	HG 12	780	16000s	7000
8.6	10-ft	DVS-120	5658-D	HG 12	780	16000s	7000
8.9	10-ft	DVS-120	5678-D	HG 12	780	16000s	7000
9.0	10-ft	DVS-120	5678-D	HG 12	780	16000s	7000
9.2	10-ft	DVS-120	5678-D	HG 12	780	16000s	7000
9.5	10-ft	DVS-120	5050-DV	HG 12	780	16000s	7000
9.6	10-ft	DVS-120	5050-DV	HG 12	780	16000s	7000
10.0	10-ft	DVS-120	5050-DV	HG 12	780	16000s	9000
10.1	10-ft	DVS-120	5050-DV	HG 12	780	16000s	9000
10.5	10-ft	DVS-120	5050-DV	HG 12	780		9000
10.9	10-ft	DVS-120	5050-DV	HG 12	780		9000
11.0	10-ft	DVS-120	7070-DV	HG 12	780		9000
11.2	10-ft	DVS-120	7070-DV	HG 12	1125		9000
							VS120

TABLE 2 - PERFORMANCE MATRIX FOR CONNODOT APPROVED HYDRODYNAMIC SEPARATORS (continued)

Maximum WQF (cfs)	Downstream Defender	Flagard	High Eff. CDS	Hydroguard	Product Model			
					Stormceptor OSR	Stormceptor STC	Vortechs	Vortisentry V2BI
11.5		DVS-120	7070-DV	HG 12	1125		9000	VS120 50
11.8		DVS-120	7070-DV	HG 12	1125		9000	VS120 50
11.9		DVS-120	7070-DV	HG 12	1125		9000	VS120 60
12.0		DVS-120	7070-DV	HG 12	1125		9000	VS120 60
12.1		DVS-120	7070-DV	HG 12	1125		9000	VS120 60
12.5		DVS-120	7070-DV	HG 12	1125		11000	VS120 60
13.0		DVS-120	7070-DV		1125		11000	VS120 60
13.5		DVS-120	7070-DV		1125		11000	VS120 60
13.6		DVS-120	7070-DV		1125		11000	VS120 60
14.0		DVS-144	7070-DV		1125		11000	VS120 60
14.5		DVS-144	7070-DV		1125		11000	VS120 60
14.9		DVS-144	7070-DV		1125		11000	VS120 60
15.0		DVS-144	7070-DV		1125		16000	60
15.5		DVS-144	7070-DV		1125		16000	60
15.7		DVS-144	7070-DV		1125		16000	60
16.0		DVS-144	7070-DV				16000	60
16.5		DVS-144	7070-DV				16000	60
17.0		DVS-144	7070-DV				16000	
17.5		DVS-144	7070-DV				16000	
18.0		DVS-144	7070-DV				16000	
18.5		DVS-144	7070-DV				16000	
19.0		DVS-144	7070-DV				16000	
19.7		DVS-144	7070-DV				16000	
20.0		DVS-144	10060-DV				16000	
21.5		DVS-144	10060-DV				16000	
22.3		DVS-144	10060-DV				1319	
25.0			10060-DV				1319	
25.2			10060-DV				1319	

TABLE 2 - PERFORMANCE MATRIX FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS (continued)

Maximum WQF (cfs)	Product Model					
	<i>Downstream Defender</i>	<i>Flagard</i>	<i>High Eff. CDS</i>	<i>Hydroguard</i>	<i>Stormceptor OSR</i>	<i>Stormceptor STC</i>
27.6			10060-DV			1421
29.3			10080-DV			1421
30.0			10080-DV			1522
31.2			10080-DV			1522
33.6			100100-DV			1522
35.0			100100-DV			1624
38.2			100100-DV			1624
40.0			100100-DV			1726
43.2			100100-DV			1726
49.3			100100-DV			

TABLE 3 - STANDARD SEDIMENT STORAGE CAPACITY FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS

Sediment Storage (cubic yards)	Downstream Defender	Flaggard	High Eff. CDS	Hydroguard	Stormceptor OSR	Product Model			
						Stormceptor STC	Vortechs	Vortsentry	V2BI
0.3	DVS-36						1000		
0.5	4-ft								
0.6							2000		
0.7	DVS-48			HG 4					
0.8					065		450		
0.9								VS30	2; 3
1.0 (minimum)							3000		
1.1						140	900		
1.2				HG 5					
1.3	DVS-60								
1.4							4000	VS40	
1.5									
1.6									4
1.7				HG 6					
1.8	6-ft					1200			
1.9							5000		
2.0									
2.1									
2.2	DVS-72							VS50	
2.3					HG 7				
2.4									6; 7
2.5								7000	
2.6									
									3020, 3020-D; 3030, 3030-DV, 3030-D; 3035, 3035-D
2.9							250	2400	

TABLE 3 - STANDARD SEDIMENT STORAGE CAPACITY FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS (continued)

Sediment Storage (cubic yards)	Downstream Defender	Flogard	High Eff. CDS	Product Model			
				Hydroguard	Stormceptor OSR	Stormceptor STC	Vortechs
3.0				HG 8			
3.1						9000	VS60
3.2							8; 9
3.3					1800		
3.4							
3.5							
3.6							
3.7	8-ft						
3.8							
3.9						11000	
4.0							
4.2							10; 11; 12
4.3			4030-D; 4040-D; 4045-D				
4.5							
4.6							
4.7						13	
5.0				HG 10			
5.1							
5.3			5042-DV; 5050-DV				
5.5							
5.6			4030; 4040; 4045; 5653-D; 5658-D; 5678-D			16000	VS80
5.7							
6.0					3600		
6.5							

TABLE 3 - STANDARD SEDIMENT STORAGE CAPACITY FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS (continued)

Sediment Storage (cubic yards)	Product Model					
	Downstream Defender	Flogard	High Eff. CDS	Hydroguard	Stormceptor OSR	Stormceptor STC
6.6						1319
6.9						
7.0						
7.1						
7.2						
7.3						14; 15; 16; 17; 18
7.5				HG 12		1421
7.6						
7.7						
8.0						
8.3						
8.4			7070-DV			
8.6					4800	
8.7	10-ft			390		1522 VS100
9.0						
9.5						
9.6						
9.9						1624
10.0						
10.3		DVS-120				
10.5						
11.0						
11.2						1726
11.3					6000	
11.5						21; 22
11.8						

TABLE 3 - STANDARD SEDIMENT STORAGE CAPACITY FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS (continued)

Sediment Storage (cubic yards)	Downstream Defender	Flogard	High Eff. CDS	Product Model				
				Hydroguard	Stormceptor OSR	Stormceptor STC	Vortechs	Vortentry
12.0								
12.6								
12.9					560			
13.0								
13.4						7200		
15.0								
17.5				780				
17.8	DVS-144	10060-DV; 10080-DV; 100100-DV;						
20.0								
22.3							50	
25.0								
25.8				1125				
26.1					11000s			
26.2								
30.0								
34.1				13000s			60	
34.9								
35.0								
38.7								
40.0								
40.7					16000s			

TABLE 4 - SEDIMENT STORAGE CAPACITY CALCULATION

Product	Sediment Storage Capacity (Volume) Calculation (cubic feet)
Downstream Defender	Inside Diameter (ft ²) of Structure x Distance (ft) from Bottom of Benching Skirt to Inside Floor of Structure
FloGard® Dual-Vortex	Inside Diameter (ft ²) of Structure x 1/2 Distance (ft) from Bottom of Vortex Tube to Inside Floor of Structure
High Efficiency CDS	Inside Diameter (ft ²) of Structure x Depth (ft) of Solids Storage Sump
Hydroguard	Inside Diameter (ft ²) of Structure x 1/2 Depth (ft) Below Outer Baffle Wall
Stormceptor STC	Inside Diameter (ft ²) of Structure x 1/2 Depth (ft) Below Drop Tee Inlet Pipe
Stormceptor OSR	Inside Diameter (ft ²) of Structure x 1/2 Depth (ft) Below Drop Tee Inlet Pipe
Vortechs	Inside Diameter (ft ²) of Grit Chamber x 1/2 Depth (ft) Below Opening in Swirl Wall
Vortsentry	Inside Diameter (ft ²) of Structure x Depth (ft) of Sediment Storage Sump
V2B1	Inside Diameter (ft ²) of Structure (D1) x 1/2 Depth (ft) Below Pipe Invert
	<i>Note: 1 cubic foot = 0.037 cubic yard or 1 cubic yard = 27 cubic feet</i>

Since the selected hydrodynamic separator and associated connecting pipes and structures may be different in type, configuration and performance than the one assumed in the design phase of the project, the hydraulic calculations performed for the drainage design must be replicated and revised to reflect any adjustments necessary to the drainage design for installation of the selected system, such as different flow-line elevations, head loss coefficient, pipe sizes, etc. The selected hydrodynamic separator shall be designed so as not to change the drainage system upstream of the flow diversion structure or to increase the HGL elevation upstream of the flow diversion structure. Any modifications necessary to the overall drainage design as a result of the Contractor selected hydrodynamic separator shall be the responsibility of the Contractor.

The new HGL analysis must demonstrate the following conditions:

1. The hydrodynamic separator can treat the WQF with no bypass. The HGL elevation at the flow diversion structure for the WQF shall be below the weir elevation and/or elevation of flow bypass that is listed in the design data form or shown in the plans, so that all of the WQF is directed to the hydrodynamic separator for treatment. The HGL elevation in the hydrodynamic separator at the WQF shall be below the elevation of internal bypass so that all of the WQF is treated by the system.
2. When the drainage system is operating at the DDF, the hydraulic computations must show that the HGL elevation at the flow diversion structure is lower than or equal to the HGL elevation shown on Form A for the DDF and the HGL elevation in the hydrodynamic separator must be a minimum of one foot below the top (ground) elevation of the structure. A HGL elevation in the flow diversion structure for the DDF which is higher than the corresponding HGL elevation shown on Form A may be approved by the Engineer only if hydraulic computations are submitted showing that the higher HGL elevation will provide a minimum of one foot of freeboard below the top (ground) elevation of the flow diversion structure and the upstream drainage structures, satisfying the design criteria stated in the Connecticut Department of Transportation Drainage Manual. To demonstrate compliance, the hydraulic analysis shall be extended to a point upstream in the drainage system that is not influenced by the proposed changes and where the results converge with the previous design analysis. In such a case, the Contractor shall request a copy of the design analysis from the Department. A freeboard less than one foot may be accepted by the Engineer on a case by case basis provided that a justification of the reason has been included with the HGL analysis.
3. When the drainage system is operating at the DDF, the resulting HGL elevation and flow split at the flow diversion structure has been designed such that the portion of the DDF directed to the hydrodynamic separator does not exceed the maximum flow shown on the Hydrodynamic Separator Design Data Sheets (Form A - Design). Documentation, however, must be provided that the flow in excess of the WQF can pass through the device without washout of the previously captured sediment or the device is equipped with an internal bypass to route the excess flow around the treatment chamber.

Upon conclusion of the HGL analysis, the Hydrodynamic Separator Design Data Sheets (Form B – Contractor Proposal) shall be completed by entering the HGL analysis data and other required information.

Hydrodynamic Separator Selection: To ensure compliance with the special provision, the selection process of a proprietary hydrodynamic separator for installation on a Department project is outlined by the following steps:

1. First, select the available product(s) from **Table 2 (PERFORMANCE MATRIX FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS)** that meet or exceed the WQF treatment specified on the Hydrodynamic Separator Design Data Sheets (Form A - Design) attached to this specification. **The Engineer shall reject any proposed hydrodynamic separator system/model that is not listed in Table 2.**
2. Using **Table 3 (STANDARD SEDIMENT STORAGE CAPACITY FOR CONNDOT APPROVED HYDRODYNAMIC SEPARATORS)**, check whether the initially selected product(s) in Step 1, meet or exceed the minimum sediment storage requirement specified on the Hydrodynamic Separator Design Data Sheets (Form A - Design). In some cases, the required sediment storage capacity will govern the model size required for the project. In lieu of selecting a larger model to accommodate the sediment storage requirement, the Contractor may submit working drawings as recommended by the Manufacturer, showing how a standard model has been modified to satisfy the sediment storage requirement. When a modification is proposed by increasing the depth of the standard structure, **Table 4 (SEDIMENT STORAGE CAPACITY CALCULATION)** shall be utilized to determine the sediment storage capacity of the proposed structure.
3. **Hydrodynamic separator system/models pre-approval by the Department shall not be construed to mean that all products appearing on Tables 2 and 3 are suitable to any specific project site or drainage design.** The Contractor shall verify the constructability of the selected hydrodynamic separator in relation to dimensional, structural, geotechnical and right-of-way constraints at each installation site. If revisions to the drainage design, including the system layout, are required to accommodate the selected separator, the Contractor shall provide working drawings showing the revised layout, including the position of the hydrodynamic separator and the number, positions and types of connecting structures, the design of the flow diversion structure, and any other components of the system within the pay limits. The working drawings shall be prepared in sufficient detail to perform a hydraulic analysis and confirm that the layout will fit the constraints of each site.
4. Upon determination that the WQF, sediment storage and constructability requirements have been met, the Contractor shall prepare or have prepared, a HGL analysis in accordance with the hydraulic requirements of this special provision, that includes the selected hydrodynamic separator and any revisions to the drainage design needed for the installation.

5. The Hydrodynamic Separator Design Data Sheets (Form B – Contractor Proposal) shall be completed and signed by a professional engineer licensed by the State of Connecticut.
6. *Acceptance of the computations by the Engineer must be obtained by the Contractor prior to the purchase or installation of any units.*

Materials: Materials utilized to fabricate, construct and install the precast concrete hydrodynamic separator including but not limited to precast concrete units, brick, concrete masonry units, manhole frames and covers shall meet the requirements specified in the Standard Specifications, Form 816, Article M.08.02, except that the 28 day compressive strength specified in Subarticle M.08.02-4, shall be a minimum of 4000 psi (27.6 MPa).

The Contractor shall provide a Materials Certificate in accordance with 1.06.07 for each unit delivered to the project. Upon request, the Contractor shall also provide Certified Test Reports for the fine and coarse aggregates and all cementitious materials, and the concrete mix design indicating the weight of each component, used in the construction of the precast units for review. The structures shall not be shipped until released by the Contractor's Quality Control Manager or designee.

The wall and slabs of the precast concrete units shall be designed to sustain HS20-44 (MS18) loading requirements.

Manholes and Catch Basins shall conform to Section 5.07 of Form 816.

Granular fill shall conform to the requirements of Article M.02.01 of Form 816.

Non-shrink grout shall conform to the requirements of Subarticle M.03 of Form 816.

Drainage pipe, sealant and gaskets shall conform to the requirements of Article M.08.01 of Form 816.

Mortar shall conform to the requirements of Article M.11.04 of Form 816.

Sealant used for the hydrodynamic separator unit(s) shall be resistant to oil and other hydrocarbons and conform to the requirements of ASTM C-443.

Working Drawings: Working drawings in accordance with Article 1.05.02 – 2 shall be required for the system selected by the Contractor. The working drawings shall include the HGL analysis and all other computations in strict accordance with the "Hydraulic Design" section of this special provision, including a completed Form B – Contractor Proposal.

If revisions to the layout of the system within the payment limits of this item are required to accommodate the selected separator, the working drawings shall also include plans that show the required revisions. These plans shall show the revised position of the hydrodynamic separator unit(s), and all revisions to connecting structures, pipes, elevations, and details, including the design within the flow diversion structure. The revised plans shall also include the pay limit showing all the components of the system that are included in this lump sum pay item.

Working drawings shall also show details for construction, reinforcing joints, internal and external components, any cast-in-place appurtenances, locations and elevations of pipe openings, access manhole locations and elevations, and type / method of sealing pipe entrances.

Working drawings for each hydrodynamic separator on the project shall have all appropriate vertical dimensions referenced with elevations that are consistent with the project plans. In addition to any other structural, material or installation requirements, the working drawings shall clearly indicate the following information:

1. The elevation and flow rate when internal flow bypass would occur within the device.
2. The location, dimensions and volume (capacity) of the sediment storage area within the device.

The working drawings shall be sealed by a professional engineer licensed in the state where the devices are manufactured and that said engineer shall certify the device meets the minimum requirements of the ConnDOT Standards.

The working drawing submission by the Contractor shall consist of the following documents:

1. Working drawings for each hydrodynamic separator proposed for installation on the project.
2. Hydraulic design calculations including the head loss documentation and completed Hydrodynamic Separator Design Data Sheets (Form B – Contractor Proposal) with professional engineer signature for each hydrodynamic separator.
3. Copies of the pertinent construction plan, profile, cross section and detail sheets that have been annotated with any proposed drainage revisions that are required for the installation of the proposed hydrodynamic separator(s). If no changes are required, the submittal shall note same.
4. An Operations and Maintenance Manual for each hydrodynamic separator describing operations, inspection, maintenance procedures and any applicable warranty information.

Acceptance of the working drawing submission by the Engineer must be obtained by the Contractor prior to the fabrication of each hydrodynamic separator and diversion structure.

Construction Methods: The Contractor shall inspect the hydrodynamic separator and any accessory equipment upon delivery for general appearance, dimensions, soundness or damage in a manner acceptable to the Engineer. If any defects or damage are identified by the inspection, the unit shall be rejected by the Contractor and a new undamaged hydrodynamic separator shall be supplied. Any required adjustments of the separator shall be completed in accordance with Manufacturer's recommendations. A Manufacturer's representative and the Engineer will inspect the hydrodynamic separator before installation.

The Contractor shall install the hydrodynamic separator structure in accordance with the Manufacturer's recommendations unless otherwise directed by this specification or by the Engineer. The hydrodynamic separator shall be installed plumb, level and aligned both vertically and horizontally with the inlet and outlet piping. The hydrodynamic separator shall be placed on a compacted granular fill base in accordance with the Manufacturer's specifications or a minimum thickness of 6" (150mm) whichever is larger. Anchoring systems shall be installed, where needed, to resist buoyancy forces. Care shall be taken not to damage the hydrodynamic separator during backfill and compaction.

Pipe openings in the hydrodynamic separator shall be sized to accept pipes of the specified size(s) and material(s) as shown on the contract drawings and shall be sealed by the Contractor in accordance with the requirements of this specification. The inlet and outlet pipe connections shall be watertight. The hydrodynamic separator shall be tested for leakage according to the Manufacturer's specifications and to the satisfaction of the Engineer. Any leaks must be found and corrected to the satisfaction of the Engineer prior to acceptance of the structure.

Access openings with manhole frames and covers shall be provided to all chambers of the hydrodynamic separator. The access openings and pipe openings shall be detailed on the working drawings to be submitted by the Contractor for review and acceptance by the Engineer.

All connecting structures and pipes included within the payment limits for this work shall be constructed in accordance with the applicable requirements of Article 5.07.03 and Article 6.51.03.

Method of Measurement: Design, construction, furnishing, installation and cleaning of the hydrodynamic separator, the flow diversion structure, manholes and pipes as shown on the contract drawings, including all internal and external appurtenances and materials used, will be paid for on a lump sum basis per site.

Basis of Payment: This work will be paid for at the contract lump sum for "HYDRODYNAMIC SEPARATOR", complete in place, which price shall include all work within the pay limits shown on the contract drawings for hydrodynamic separator. If revisions to the layout of the system within the payment limits for this item are required to accommodate the selected separator, the lump sum price shall also include all additional or revised connecting structures and pipes. The contract lump sum shall include, but not be limited to, the following:

1. Design, preparation, revisions of working drawings and hydraulic computations.
2. Concrete and reinforcing steel, sealant, cement, mortar, flexible rubber sleeves, internal and external components, brick and masonry, frames and covers used to construct access manholes.
3. Flow diversion structure, manholes and pipes as shown on the contract drawings, or as revised and shown on submitted working drawings accepted by the Engineer.
4. Structure excavation, back fill, and disposal of surplus material.
5. Compacted granular fill.

6. Trench excavation and bedding material.
7. Cleaning of the Hydrodynamic Separator, flow diversion structure, manholes and pipes as shown on the contract drawings (of all debris every 90 days, or as needed), during the duration of the project, shall also be included in the price of this item.
8. The Operations and Maintenance Manual for each hydrodynamic separator.
9. **Providing an instructional session on the maintenance of the hydrodynamic separator for Town of Trumbull public works personnel**

The price shall include but not be limited to all materials, testing, equipment, tools and labor incidental thereto.

Attachments: The following documents are attached to this specification:

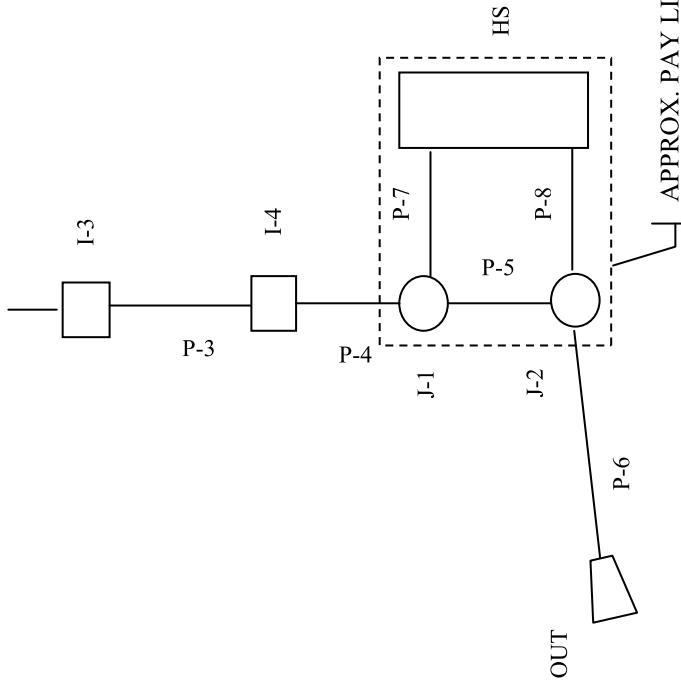
1. Hydrodynamic Separator Design Data Sheets (Form A – Design), Sheets 1 & 2 of 2.
2. Hydrodynamic Separator Design Data Sheets (Form B – Contractor Proposal), Sheets 1 & 2 of 2 (blank), to be completed and submitted with the working drawings.

SAMPLE DATA

CONNECTICUT DEPARTMENT OF TRANSPORTATION HYDRODYNAMIC SEPARATOR DESIGN DATA SHEETS

(FORM A - DESIGN)

Project No	Example	Route No.	0	Prepared By:	HD	Date:	4/1/2010
Town	Somewhere	Location/Station	Site 1	Checked By:	DM	Date:	4/1/2010
HYDROLOGIC DATA							
Drainage Area (Acres)	3.7						
Percent Impervious Area %	53						
Time of Concentration (min.)	11						
Drainage Design Flow (cfs)	10.8						
Drainage Design Frequency (yr)	10						
Water Quality Flow (cfs)	1.7						
HYDRODYNAMIC SEPARATOR (HS)							
Coordinates:	Datum:						
X: XXX,XXX	Horiz.	State Plane NAD83					
Y: YYY,YYY	Vert.	NGVD-1929					
Head loss coefficient	1.75						
Sediment Storage Capacity (cy):	HGL Elevation:						
Required	1.0	@ WQF	104.13				
		@ Design Q	104.85				
Maximum Flow to HS at Drainage Design Flow (cfs)	4.3						
Comments:							
FLOW DIVERSION STRUCTURE							
Type	4' Diameter Manhole						
Weir and/or Bypass Elev.	104.50						
Weir Length (ft.)	4	Weir Coeff. (C)	3.3				
HGL Elevation:	Flow Split @ Drainage Design Flow						
@ WQF	104.20	To HS	3.2				
@ Design Q	105.20	Bypassing HS	7.6				
Comments:	Sketch (NTS) - Indicate Pay limits						
<i>Sheet 1 of 2</i>							



SAMPLE DATA

**CONNECTICUT DEPARTMENT OF TRANSPORTATION HYDRODYNAMIC SEPARATOR DESIGN DATA SHEETS
(FORM A - DESIGN)**

Sheet 2 of 2

CONNECTICUT DEPARTMENT OF TRANSPORTATION HYDRODYNAMIC SEPARATOR DESIGN DATA SHEETS
(FORM B - CONTRACTOR PROPOSAL)

Project No	Route No.	PE Signature:
Town	Location/Station	Date:
HYDROLOGIC DATA (Copy from FORM A - DESIGN)		
Drainage Area (Acres)		Name:
% Impervious Area		License No:
Time of Concentration (min.)		Company:
Drainage Design Flow (cfs)		
Drainage Design Frequency (yr)		
Water Quality Flow (cfs)		
HYDRODYNAMIC SEPARATOR (HS)		
Manufacturer	Datum:	
Model Name	Horiz.	
Model No.	Vert.	
Coordinates:		
X:		
Y:		
Sediment Storage Capacity (cy):	HGL Elevation:	
Required	@ WQF	
Installed	@ Design Q	
Head loss coefficient	FLOW DIVERSION STRUCTURE	
Type		
Weir and/or Bypass Elev.		
Weir Length (ft.)	Weir Coeff. (C)	
HGL Elevation:	Flow Split @ Drainage Design Flow (cfs):	
@ WQF	To HS	
@ Design Q	Bypassing HS	
Comments:		
<i>Sheet 1 of 2</i>		

**CONNECTICUT DEPARTMENT OF TRANSPORTATION HYDRODYNAMIC SEPARATOR DESIGN DATA SHEETS
(FORM B - CONTRACTOR PROPOSAL)**

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<div[](https://img.shields.io/badge/Location-Station-blue)

Date:

HYDRAULIC GRADE LINE ANALYSIS

Sheet 2 of 2

ITEM #0601217A – 8' X 3.5' PRECAST CONCRETE BOX CULVERT

Description: Work under this item shall consist of designing, load rating, furnishing and installing a precast concrete box culvert(s) in accordance with the details shown on the plans and as ordered by the Engineer. This item also includes all hardware, inserts and dowels for connections as shown on the plans.

Materials: The precast concrete shall meet the requirements of M.14.01-1. The concrete mix design shall be submitted to the Engineer and shall attain a minimum compressive strength (f'_c) of 5,000 psi and a minimum electrical resistivity of 29 $k\Omega\text{-cm}$ in accordance with AASHTO T 358 at 28 days.

All reinforcing steel including dowel bar mechanical connectors shall be galvanized and meet the requirements of M.06.01.

All threaded concrete inserts, lifting fixtures, and miscellaneous hardware cast into precast concrete components shall be galvanized in accordance with ASTM A153 or ASTM B695 Grade 50 as shown on the plans.

Non-shrink grout shall meet the requirements of M.03.05, except that the non-shrink grout shall attain a minimum compressive strength of 3,000 psi prior to the passage of flowing water over the grout.

Gaskets shall be flexible, expanded rubber meeting the requirements of ASTM D1056. Silicone Joint Sealant shall meet the requirements of M.03.08-5(b).

Construction Methods:

1. Design and Load Rating: The design of the precast concrete box culvert(s) shall meet the requirements of the AASHTO LRFD Bridge Design Specifications, as supplemented by ASTM C1433 and amended as follows:

- Unless otherwise shown on the plans, the precast concrete box sections shall achieve a minimum load rating factor of 1.20 for all design, legal, and permit vehicle loads in accordance with CTDOT Load Rating Manual.
(http://www.ct.gov/dot/lib/dot/documents/dbridgedesign/conndot_lr_manual.pdf).
- 1/800 of the span (clear distance between the inside face of walls) is the maximum allowable deflection of the precast concrete box sections due to live load.
- Design the precast concrete box sections for all construction load effects that may be applied during all stages/phases of construction.

The live load ratings shall be determined by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation.

All load ratings shall be performed using software as specified in CTDOT Load Rating Manual.

2. Submittals

(a) Working Drawings, Design Computations Submittal: The Contractor shall submit an individually packaged set of working drawings and design computations for each precast box culvert location to the Engineer for review in accordance with 1.05.02-2a. Each package shall include working drawings and computations, with all details and documents necessary for fabrication and erection, and shall address all unique culvert sections and loading conditions. The package shall include the following:

- Title sheet
- Table of contents
- Contact information for designer and fabricator – contact information shall include name and address of each firm and the name of contact person with phone number and email address
- Copy of the certificate of insurance
- Precast box working drawings, design computations and supporting data

PDF - Created on ANSI D (22 inch x 34 inch) full scale sheet

Includes:

- Border
- Title block
- Rectangular box for reviewer stamp (2 1/4 inch wide x 1 3/4 inch high)
- Uppercase text with a height of $1/8$ inch minimum

Design computations, procedures and other supporting data:

PDF - Created on ANSI A (8 1/2 inch x 11 inch Letter) sheet

The drawings shall include complete details of the precast concrete box sections and connections for the headwall, nosing and closure pours where shown on the plans. The drawings shall include, but not be limited to, the following:

- Project number, town and crossing
- Bridge number, when shown on the plans
- Layout plan of the precast concrete boxes and headwalls. The plan shall include the dimensions of each box culvert and headwall section. The Contractor shall determine that the length of each box culvert section, including all tolerances, satisfies the stages of construction, sequence of construction, and construction methodology shown on the plans.
- Plan indicating sequence of erection and stage construction of precast concrete box culvert sections.
- Plans and cross-sections of the box and headwall sections detailing the length, width, height and thickness of wall, floor and roof slabs.
- Type, size, location and spacing of steel reinforcing, mechanical connectors and concrete inserts for anchoring threaded deformed steel bars, bending diagrams, material lists and catalog cuts for mechanical connectors and inserts as applicable.
- Type, size and location of fixtures and lifting holes.

- Location and size of all holes to be cast and additional reinforcement as required.
- Type, size and location of joints, gaskets and additional steel reinforcement.
- Material specification designations for all components.

The design computations shall include, but not be limited to the following:

- Project number, town and crossing
- Bridge number, if applicable
- References to design specifications, including interim specifications
- Diagrams identifying all members and load conditions and combinations
- Descriptions for each notation used, and references to applicable specification sections and articles
- Bending moment and shear diagrams
- Section specific computations for box sections
- Computations for reinforcing development and splice lengths and diagrams identifying splice locations
- Complete tabulated results from **all** load conditions and load combinations including shipping, handling, and erection

(b) Load Rating Submittals: The Contractor shall submit an individually packaged load rating report(s) for each precast box culvert location to the Engineer for review in accordance with 1.05.02-2a and the CTDOT Load Rating Manual.

3. Fabrication and Manufacture: The fabrication and manufacture of the precast concrete box sections shall meet the requirements of M.08.02-4 as supplemented by the following:

(a) Test Cylinders: During the casting of the sections, the Contractor shall make a minimum of four 4 inch x 6 inch test cylinders during each production run. Cylinders shall be cured under the requirements of ASTM C31 and shall be used to determine the 28 day compressive strength ($f'c$).

(b) Finishing: All fins, runs, or mortar shall be removed from the concrete surfaces which will remain exposed. Form marks on exposed surfaces shall be smoothed by grinding. All exposed, outside concrete surfaces shall be given a grout clean-down finish in accordance with 6.01.03-10.

(c) Handling and Storage: Storage, transportation and handling of sections prior to final placement shall be performed without damage to the sections. Any damaged sections shall be repaired or replaced by the Contractor, at its own expense, as directed by the Engineer.

(d) Repairs: The Contractor shall submit to the Engineer, for review, the proposed methods and materials to be used in the repair operation.

4. Fabrication Tolerances: Tolerance of forming precast concrete box sections shall be as follows:

- (a) Internal Dimensions:** The internal dimensions shall be within 1% of the design dimensions or within 1-1/2 inches, whichever is less.
- (b) Slab and Wall Thickness:** the slab and wall thickness shall be within 1/4 inch of the thicknesses shown in the design.
- (c) Laying Length of Opposite Surfaces:** Variations in laying lengths of two opposite surfaces of the box section shall be less than 1/8 inch/ft of internal span.
- (d) Length of Section:** The length of a section shall not vary from the designed length by more than 1/2 inch in any box section.
- (e) Position of Reinforcement:** The maximum variation in position of the reinforcement shall be \pm 1/2 inch. The minimum cover over the reinforcement shall be 1 1/2 inches for the outside steel and 1 inch for the inside steel as measured to the external or internal surface of the culvert.
- (f) Area of Reinforcement:** The areas of steel reinforcement shall be the design steel areas as shown in the manufacturer's working drawings.

5. Acceptance of Box Sections: Box sections shall conform to all dimensions within tolerances noted herein and shall be free of defects. The Department shall be given at least 5 working days' notice to inspect and evaluate the sections prior to shipping.

6. Installation: The installation of the precast concrete box sections, and headwalls where applicable, shall be in accordance with the final working drawings and the following:

All box culvert joints shall be sealed with rubber gaskets and must provide a silt-tight fit. The gasket shall be compressed to a minimum of 1/2 of its uncompressed width. The gasket shall be uniformly compressed along all vertical and horizontal surfaces. A positive means, through the use of seating devices, shall be used for pulling each section against the adjacent section to assure an adequate silt-tight joint.

Details for the seating method shall be submitted to the Engineer for review. The lap joints shall be seated such that they make a continuous line of box sections with a smooth interior, free from irregularities in the invert line.

The top portions of the horizontal lap joints for the roof and floor slabs and the outside face of the vertical lap joints (full height on each side) shall be neatly filled with non-shrink grout after seating the sections. The exposed portions of the lap joints within the haunches or fillets shall also be neatly filled with non-shrink grout. The finished surface shall be smooth and level with the adjacent concrete.

After its installation, any box section, headwall, or joint that is, as determined by the Engineer, not acceptable in vertical or horizontal alignment for any reason, including but not limited to

settlement, displacement, excess camber or misfit, shall be removed by the Contractor and correctly installed, as directed by the Engineer and at the Contractor's expense.

All fixtures or holes cast into the sections for lifting or seating shall be neatly filled with non-shrink grout. The finished surface shall be smooth and level with the adjacent concrete.

The surface preparation, mixing, placing, curing, and finishing of the non-shrink grout shall follow the written instructions provided by the manufacturer of the grout. The Contractor shall furnish the Engineer with copies of the instructions. The grout shall be cured at least 3 days unless determined otherwise by the Engineer.

7. Erection Tolerances: The Contractor shall be responsible for ensuring the overall length of the box culvert meets the layout requirements of the plans.

Method of Measurement: This work will be measured along the structure centerline for payment by the number of linear feet of precast concrete box culvert completed and accepted.

Basis of Payment: This work will be paid for at the Contract unit price per linear foot for "(Size) Precast Concrete Box Culvert," complete in place, which price shall include all equipment, materials, tools and labor incidental to the design, manufacture, shipping, repair and installation of the precast concrete box culvert of the specified size(s) at the locations specified on the plans.

Pay Item (Size) Precast Concrete Box Culvert	Pay Unit l.f.
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ITEM #0703014A - ROUNDED RIPRAP

Work under this item shall meet the requirements of Section 7.03, amended as follows:

7.03.01–Description: *Add the following:*

This item shall consist of furnishing and placing rounded riprap within an existing or proposed streambed or streambank to improve, create and restore aquatic habitat within the existing or proposed streambed limits.

7.03.02–Materials: *Add the following:*

3. Rounded Riprap: The stone for this work shall meet the requirements of Article M.12.02 except that they shall be rounded and not angular.

Rounded riprap material the Contractor proposes to supply from an off-Site source must be inspected and approved by the Engineer at the source prior to the excavation or hauling of the material to the Site. The Contractor shall give the Engineer a minimum of 2 weeks' notice to allow scheduling of on-Site inspection and approval of the material.

7.03.03–Construction Methods: *Add the following:*

Before placing any rounded riprap material, the Contractor shall give the Engineer a minimum of 10 days' notice to allow scheduling of on-Site inspection.

The Contractor shall place the rounded riprap in the locations as shown on the plans or as directed by the Engineer, or by the Engineer's authorized representative.

ITEM #0707009A - MEMBRANE WATERPROOFING (COLD LIQUID ELASTOMERIC)

Description: Work under this item consists of furnishing and installing a seamless elastomeric waterproofing membrane system applied to a concrete or steel surface as shown on the plans, in accordance with this specification and as directed by the Engineer. Work shall also include conditioning of the surface to be coated and all quality-control testing noted herein.

The completed membrane system shall be comprised of a primer coat followed by the membrane coating which is applied in one or two layers for a minimum total thickness of 80 mil, an additional 40 mil membrane layer with aggregate broadcast into the material while still wet, and a bond coat of bitumen-based adhesive material.

Materials: The Contractor shall select a waterproofing membrane system from the Department's current Qualified Product List (QPL) for Spray-Applied Membrane Waterproofing System. All materials incorporated in the works shall meet the Manufacturer's specification for the chosen system. The Engineer will reject any system that is not on the QPL.

Materials Certificate: The Contractor shall submit to the Engineer a Materials Certificate for the primer and membrane and bond coat material in accordance with the requirements of Article 1.06.07.

Construction Methods: At least ten days prior to installation of the membrane system, the Contractor shall submit to the Engineer, the manufacturer's recommended procedure for preparing the deck surface, pre-treatment or preparing at cracks and gaps, treatment at curbs, vertical surfaces or discontinuities, applying the primer and membrane, and placing of aggregated coat. Procedures shall also include recommended repairs of system non-compliant issues identified during application. The system shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.

A technical representative, in the direct employ of the manufacturer, shall be present on-site immediately prior to and during application of the membrane. The representative shall inspect and approve the surface prior to priming, and provide guidance on the handling, mixing and addition of components and observe application of the primer and membrane. The representative shall perform all required quality-control testing and remain on the Project site until the membrane has fully cured.

All quality-control testing, including verbal direction or observations on the day of the installation, shall be recorded and submitted to the Engineer for inclusion in the Project's records. A submittal of the quality-control testing data shall be received by project personnel prior to any paving over the finished membrane or within 24 hours following completion of any staged portion of the work.

1. Applicator Approval: The Contractor's membrane Applicator shall be fully trained and licensed by the membrane manufacturer and shall have successfully completed at least three spray membrane projects in the past five years. The Contractor shall furnish references from those projects, including names of contact persons and the names, addresses and phone numbers of persons who supervised the projects. This information shall be submitted to the Engineer prior to the start of construction. The Engineer shall have sole authority to determine the adequacy and compliance of the submitted information. Inadequate proof of ability to perform the work will be grounds to reject proposed applicators.

2. Job Conditions:

(a) Environmental Requirements: Air and substrate temperatures shall be between 32°F and 104°F providing the substrate is above the dew point. Outside of this range, the Manufacturer shall be consulted.

The Applicator shall be provided with adequate disposal facilities for non hazardous waste generated during installation of the membrane system. The applicator shall follow safety instructions regarding respirators and safety equipment.

(b) Safety Requirements: All open flames and spark producing equipment shall be removed from the work area prior to commencement of application.

“No Smoking” signs shall be visibly posted at the job site during application of the membrane waterproofing.

Personnel not involved in membrane application shall be kept out of the work area.

3. Delivery, Storage and Handling:

(a) Packaging and Shipping: All components of the membrane system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the products type and batch number.

(b) Storage and Protection: The Applicator shall be provided with a storage area for all components. The area shall be cool, dry and out of direct sunlight and shall be in accordance with the Manufacturer's recommendations and relevant health and safety regulations.

Copies of Material Safety Data Sheets (MSDS) for all components shall be kept on site for review by the Engineer or other personnel.

(c) Shelf Life - Membrane Components: Packaging of all membrane components shall include a shelf life date sealed by the Manufacturer. No membrane components whose shelf life has expired shall be used.

4. Surface Preparation:

- (a) Protection: The Applicator shall be responsible for the protection of equipment and adjacent areas from over spray or other contamination. Parapets and bridge joints shall be masked prior to application of the materials.
- (b) Surface Preparation: Sharp peaks and discontinuities shall be ground smooth. The surface profile of the prepared substrate is not to exceed 1/4 inch (peak to valley) and areas of minor surface deterioration of 1/2 inch and greater in depth shall also be repaired. The extent and location of the surface patches require the approval of the Engineer before the membrane system is applied.

Surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae, growth, laitance, friable matter, dirt, bituminous products, and previous waterproofing materials. If required, degreasing shall be done by detergent washing in accordance with ASTM D4258.

The surface shall be abrasively cleaned, in accordance with ASTM D4259, to provide a sound substrate free from laitance.

Voids, honeycombed areas, and blow holes on vertical surfaces shall be repaired in the same manner.

All steel components to receive membrane waterproofing shall be blast cleaned in accordance with SSPC SP6 and coated with the membrane waterproofing system within the same work shift.

5. Inspection and Testing: Prior to priming of the surface, the Engineer, Applicator and Manufacturer's technical representative shall inspect and approve the prepared substrate.

- (a) Random tests for deck moisture content shall be conducted on the substrate by the Applicator at the job site using a "Sovereign Portable Electronic Moisture Master Meter," a "Tramex CMEXpertII Concrete Moisture Meter" or approved equal. The minimum frequency shall be one test per 1000 s.f. but not less than three tests per day per bridge. Additional tests may be required if atmospheric conditions change and retest of the substrate moisture content is warranted.

The membrane system shall not be installed on substrate with a moisture content greater than that recommended by the system's manufacturer, but shall not be greater than 6%, whichever is less.

- (b) Random tests for adequate tensile bond strength shall be conducted on the substrate using an adhesion tester in accordance with the requirements of ASTM D4541. The minimum frequency shall be one test per 5,000 s.f. but not less than three adhesion tests per bridge.

Adequate surface preparation will be indicated by tensile bond strengths of primer to the substrate greater than or equal to 150 psi or failure in a concrete surface and greater than or equal to 300 psi for steel surfaces.

If the tensile bond strength is lower than the minimum specified, the Engineer may request additional substrate preparation. Any primer not adequately applied shall be removed and a new primer applied at the Contractor's expense, as directed by Engineer.

- (c) Cracks and grouted joints shall be treated in accordance with the Manufacturer's recommendations, as approved or directed by the Engineer.

6. Application:

- (a) The System shall be applied in four distinct steps as follows:
 - 1) Substrate preparation and gap/joint bridging preparation
 - 2) Priming
 - 3) Membrane application
 - 4) Membrane with aggregate
- (b) Immediately prior to the application of any components of the System, the surface shall be dry (see Section 5a of this specification) and any remaining dust or loose particles shall be removed using clean, dry oil-free compressed air or industrial vacuum.
- (c) Where the area to be treated is bound by a vertical surface (e.g. curb or wall), the membrane system may be continued up the vertical, as shown on the plans or as directed by the Engineer.
- (d) The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results, in accordance with the Manufacturer's recommendations or as approved or directed by the Engineer.
- (e) A neat finish with well defined boundaries and straight edges shall be provided by the Applicator.
- (f) Primer: The primer shall consist of one coat with an overall coverage rate of 125 to 175 s.f./gal unless otherwise recommended in the manufacturer's written instructions.

All components shall be measured and mixed in accordance with the Manufacturer's recommendations.

The primer shall be spray applied using a single component spray system approved for use by the Manufacturer. If required by site conditions and allowed by the manufacturer, brush or roller application will be allowed.

The primer shall be allowed to cure tack-free for a minimum of 30 minutes or as required by the Manufacturer's instructions, whichever time is greater, prior to application of the first lift of waterproofing membrane.

Porous concrete (brick) may require a second coat of primer should the first coat be absorbed.

(g) Membrane: The waterproofing membrane shall consist of one or two coats for a total dry film thickness of 80 mils. If applied in two coats, the second coat shall be of a contrasting color to aid in quality assurance and inspection.

The membrane shall be comprised of Components A and B and a hardener powder which is to be added to Component B in accordance with the Manufacturer's recommendations.

The substrate shall be coated in a methodical manner.

Thickness checks: For each layer, checks for wet film thickness using a gauge pin or standard comb-type thickness gauge shall be carried out typically once every 100 s.f. Where rapid set time of the membrane does not allow for wet film thickness checks, ultrasonic testing (steel surfaces only), calibrated point-penetrating (destructive) testing, in-situ sampling (cutout of small sections for measuring thicknesses), or other methods approved by the Engineer shall be employed for determination of dry film thickness. The measured thickness of each and every individual test of the membrane shall be greater than or equal to the required thickness.

Bond Strength: Random tests for adequate tensile bond strength shall be conducted on the membrane in accordance with the requirements of ASTM D4541. The minimum test frequency shall be one test per 5,000 s.f. but no less than three adhesion tests per bridge. Adequate adhesion will be indicated by tensile bond strengths of the membrane to the substrate of greater than or equal to 150 psi or failure in a concrete surface and greater than or equal to 300 psi for steel surfaces.

Spark Testing: Following application of the membrane, test for pin holes in the cured membrane system over the entire application area in accordance with ASTM D4787- "Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates." Conduct the test at voltages recommended by the manufacturer to prevent damage to the membrane.

Repair the membrane system following destructive testing and correct any deficiencies in the membrane system or substrate noted during quality-control testing in accordance with the manufacturer's recommendations to the satisfaction of the Engineer at no additional cost to the State.

(h) Repairs: If an area is left untreated or the membrane becomes damaged, a patch repair shall be carried out to restore the integrity of the system. The damaged areas shall be cut back to sound materials and wiped with solvent (e.g. acetone) up to a width of at least four inches on the periphery, removing any contaminants unless otherwise recommended by the manufacturer. The substrate shall be primed as necessary, followed by the membrane. A continuous layer shall be obtained over the substrate with a four inches overlap onto existing membrane.

Where the membrane is to be joined to existing cured material, the new application shall overlap the existing by at least four inches. Cleaning and surface preparation on areas to be lapped shall be as recommended in the manufacturer's written instructions.

(i) Aggregated Finish:

- 1) Apply an additional 40 mil thick layer of the membrane material immediately followed by an aggregate coating, before the membrane cures, at a rate to fully cover the exposed area. The membrane and aggregate shall be fully integrated after the aggregate has been applied and the membrane cured.
- 2) Localized areas not fully coated shall be touched-up with additional membrane and aggregate as needed.
- 3) Remove loose and excess aggregate from the surface to the satisfaction of the Engineer and dispose of properly after application prior to allowing traffic onto finished surface or application of tack coat.

(j) Bond Coat:

Prior to application of a bituminous concrete overlay, the aggregated finish shall be coated with a bonding material. The bonding material shall be per the membrane waterproofing manufacturer's recommendations.

7. Final Review: The Engineer and the Applicator shall jointly review the area(s) over which the completed System has been installed. Any irregularities or other items that do not meet the requirements of the Engineer shall be addressed at this time.

Method of Measurement: The quantity to be paid for under this item shall be the number of square yards of waterproofed surface completed and accepted.

Basis of Payment: This item will be paid for at the contract unit price per square yard of "Membrane Waterproofing (Cold Liquid Elastomeric)," complete in place, which price shall include all surface preparation, furnishing, storing and applying the system, technical representative and quality control tests, and any necessary repairs and remediation work as well as all materials, equipment, tools, labor incidental to this work.

Pay Item
Membrane Waterproofing (Cold Liquid Elastomeric)

Pay Unit
s.y.

ITEM # 0751900A – 4” EDGEDRAIN
ITEM # 0751901A – 4” OUTLET FOR EDGEDRAIN

Description:

This work shall consist of furnishing and construction of pavement edgedrain prior and placing of outlet pipe, pipe connection(s), and concrete edgedrain outlet headwalls (cast in place or precast) in accordance with these specifications and in reasonably close conformity to the lines and grades shown on the plans or as designated by the Engineer. All incidental items, including but not limited to excavation, geotextile fabric, crushed stone, bedding material, bituminous concrete, and labor are to be included in the cost of the work.

Materials:

Piping

The edgedrain pipe shall be 4 inches in diameter, perforated, corrugated, and type SP polyethylene (PE) pipe. The pipe shall comply with the requirements in the latest version of AASHTO M 252. It shall have a minimum pipe stiffness of 46 psi at 5% deflection.

The outlet pipe and connection(s) shall be 4 inches in diameter and consist of non-perforated, smooth-walled, polyvinyl chloride (PVC) pipe. The pipe shall meet the requirements in the latest version of ASTM D 3034. It shall have a minimum pipe stiffness of 115 psi at 5% elongation when tested according to the latest version of ASTM D 2412.

All connections shall be made with watertight pipe couplings (cement or gasket) that are compatible with the 4 inch corrugated PE pipe and the 4 inch PVC outlet pipe. These connection pieces shall be recommended by the manufacturer's of the pipe and meet the specifications for PE pipe, PVC pipe, or both.

Geotextile Fabric

The geotextile fabric shall meet the requirements of AASHTO M 288, Class 2, for separation. It also shall have a melting point not less than 300° F.

Backfill Aggregate

The backfill aggregate used shall be 100 % crushed stone meeting the gradation requirements for AASHTO No. 67 stone. It shall not show a loss on abrasion of more than 50% using AASHTO Method T 96 and shall also be tested for soundness using AASHTO Method T-104, in which the coarse aggregate shall not have a loss of more than 15% at the end of five cycles.

Precast or Cast In Place Concrete Headwalls

Headwalls shall be constructed with Class “C” concrete which shall conform to the General Composition of Concrete Mix requirements of Section M.03.01 of the Standard Specifications. Precast concrete units shall be manufactured in accordance with project plans and current Department of Transportation precast concrete standards, provisions, and specifications.

Processed Aggregate Base

Processed Aggregate Base for outlet pipe construction shall conform to the requirements of Section M.03.04 of the Standard Specifications.

Bituminous Concrete Class 1

Bituminous Concrete Class 1 shall conform to the requirements of Section 4.06 and M.04 of the ConnDOT Standard Specifications Form 817.

Construction:

1. Excavation of the trench for the edgedrain shall be to the dimensions shown on the plans. It shall be performed by a machine trencher designed to prevent material from falling back into the trench during excavation. All loose material shall be removed from the trench so that only undisturbed in-situ material is exposed. Plowing type methods/machines are not allowed.
2. The geotextile fabric for the edgedrain trench shall be placed in the trench as shown on the plans. Various methods may be employed to accomplish this, including stapling of the fabric to the subgrade, subbase, or pavement. It shall be placed in the trench in smooth contact with all vertical and horizontal surfaces. No longitudinal lap seams shall be allowed in the trench. Laps in the transverse direction shall be made with the upgrade fabric over the down grade fabric. All laps in the fabric shall be a minimum of one foot.
3. The perforated drain pipe will then be installed on top of the geotextile, per the plan sheets, in the bottom of the trench. Sections of the pipe shall be joined by approved couplings, supplied by the manufacturer of the pipe, and meeting the testing requirements above. Standard fittings, including Y's, T's, elbows, and end caps shall be installed to terminate pipe runs, change direction, and tie into outlet pipes. They shall be installed per the manufacturer's recommendation and in conjunction with this specification.
4. The remainder of the filter backfill aggregate shall be placed in the trench and filled to the dimensions shown on the plans. In "Travelway" areas, no more than 6 inches of backfill aggregate may be compacted in any one lift. For "Non-travelway" areas, no more than 12 inches of backfill aggregate may be compacted in any one lift. Compaction of the backfill aggregate shall be achieved with a 12 inch wide vibratory plate compactor. A minimum of 2 passes per lift shall be made at a speed no greater than 40 feet per minute. "Travelway" areas are defined as those pavement areas that are the travel lanes, including ramps and truck climbing lanes. "Non-travelway" areas are defined as all other non-travel lane areas that don't receive regular traffic, including shoulders.
5. In all cases, no loose geotextile fabric shall be visible at the top of the backfilled stone trench. The geotextile fabric shall either be trimmed away so that it only lines the sides and bottom of the trench or shall be wrapped over the top prior to reaching the top of the stone filled trench. If wrapped over the top, it shall be done 2 to 4 inches below the top of the stone filled trench. The remainder of the trench stone, or backfill aggregate, (2 to 4 inches) shall then be placed on top of the wrapped fabric. If wrapped over the top, no fabric shall be overlapped with other fabric layers more than once. Any excess shall be cut away and removed. By

keeping the geotextile fabric away from the top of the stone filled trench, snagging of the geotextile can be avoided if subsequent milling is performed over the trench.

6. Placement of Bituminous Concrete Class 1 for temporary patch shall conform to Section 4.06 and M.04 of the ConnDOT Standard Specifications Form 817 for that item. It shall be placed to the thickness and length stated on the plans or as otherwise determined by the Engineer. The standard compaction requirements for these materials shall be met.
7. The outlet pipe trench shall be excavated to the same width dimensions as the edgedrain pipe. The outlet pipe shall be laid on stable material at the bottom of the excavated trench. The outlet pipe shall be laid on a minimum 2% grade unless otherwise shown on the plans. Sections of the pipe shall be placed with ends joined with couplings provided by the manufacturer of the pipe. All connections shall be water tight and bonded with an appropriate cement or gasket. In areas except sags and pipe termini, each outlet pipe shall be connected to the edgedrain pipe with 45 degree Y's as shown on the plans. In sags the outlet pipe shall be attached to the edgedrain with a 90 degree T connector coupling. At termini, the outlet pipe shall be connected to the edgedrain pipe with a 45 degree elbow. It then shall be backfilled in 6 inch lifts with material excavated from the trench, up to either the bottom of the existing adjacent granular base material, or the bottom of topsoil layer, depending on the location of the outlet pipe. Compaction shall be achieved with a 12 inch wide vibratory plate compactor. A minimum of 2 passes per lift, at a speed no greater than 40 feet per minute, shall be made when compacting the backfilled excavated material. Areas either in the travel way or in the shoulder may be subject to nuclear density testing. The density requirements for these areas are 95 % of the maximum density. The remainder of the trench shall be constructed to match the thickness of existing adjacent and surrounding materials. In roadway areas, the thickness of granular base should be matched in kind as well as the thickness of the Bituminous Concrete. Unless otherwise specified, all granular base material shall be Processed Aggregate Base and all Bituminous Concrete shall be HMA S0.5. The standard compaction requirements for these materials shall be met. In grassy areas, 6 inches of topsoil shall be placed and turf established.
8. The outlets shall have a concrete outlet headwall constructed at the end of the outlet pipe as indicated on the plans. The outlet shall be of the flume type and shall be installed such that the flume is flush with the invert slope of the outlet pipe and the invert slopes are a minimum of 3 %. The concrete outlet headwall shall be constructed with Class "C" concrete and in accordance with current Department of Transportation standards for Portland Cement Concrete, Class "C."

As shown on the plans, the outlet is to be fitted with a screen to prevent the entrance of rodents. It shall be constructed with quarter inch mesh galvanized hardware cloth. The screen shall be able to be removed and replaced without damaging the screen, outlet, or pipe. It shall not be cast into the concrete headwall.

Each headwall location shall be excavated and founded on 6 inches of Processed Aggregate Base, compacted to 95% of maximum density. It shall be set to the grade requirements

above and also set so as to best match existing surrounding grades and elevations. As much as possible, the tops of the headwall should match the adjacent surface elevations. In grassy areas the backfill shall be topped off with 6 inches of approved topsoil or loam, and turf established.

Method of Measurement:

The 4 inch corrugated PE edgedrain pipe shall be measured by the linear foot. All work and materials shall be included in the measurement. These shall include, but are not limited to the following: excavation, geotextile, backfill aggregate, pipe, connector couplings, compaction, placement and compaction of Bituminous Concrete, Bituminous Concrete materials, and labor.

The 4 inch PVC outlet pipe shall be measured by the linear foot. All work and materials shall be included in the measurement. These shall include, but are not limited to the following: excavation, pipe, connector couplings to both the 4 inch corrugated PE pipe and PVC pipe sections, backfill, compaction, placement of Processed Aggregate Base, placement of Bituminous Concrete, Bituminous Concrete materials, placement of topsoil and turf establishment, and labor.

Trench Excavation will not be measured for payment.

Basis of Payment:

The amount of completed and accepted 4 inch corrugated PE pipe edgedrain and 4 inch PVC outlet pipes work, measured as provided above, shall be paid for at the Contract unit price bid, per linear foot for "4" Edgedrain" and "4" Outlet for Edgedrain."

There will be no direct payment made for capping, plugging, or connecting edgedrains or outlets to existing or proposed drainage systems or structure; however, the cost thereof shall be included in the cost of the edgedrain items involved.

All of the above pay items shall consist of full compensation for furnishing, transporting, delivering, storing, and placing all materials, equipment, tools, labor, and incidentals necessary to complete the work.

<u>Pay Item</u>	<u>Pay Unit</u>
4" Edgedrain	l.f.
4" Outlet for Edgedrain	l.f.

ITEM #0905006A – REMOVE AND REBUILD EXISTING STONE WALL

Description: This work shall consist of removing and rebuilding of existing stone walls, reusing existing stones and furnishing additional approved stones (if required) laid in full mortar beds, so as to fit neatly and firmly, constructed in such shape and such place as indicated on the plan or as directed by the Engineer and in accordance with these specifications.

Materials: The Contractor shall re-use existing stones from the project site. Mortar material shall conform to the requirements of Article M.11.04. The Contractor shall provide any additional stone material (if required) that resemble as close as possible the existing stone size and shape as approved by the Engineer.

Construction Methods: The Contractor shall take photographs and field measurements of the existing stone wall to be used for reconstructing the wall prior to removing the walls.

Construction method shall conform to Section 6.07.03 of Form 816 and as follow:

The existing stone wall shall be carefully removed and where necessary from the imbedded mortar and cleaned. The wall shall be reconstructed using the existing stones removed. Prior to setting the existing stones and mortar, the foundation shall be prepared as directed by the Engineer. Any foundation soil found to be unsuitable shall be removed and replaced. The Contractor shall backfill and compact soils in all areas as the wall is rebuild. Compaction shall be to 95% standard proctor density.

Method of Measurement: This work will be measured for payment by the actual number of linear feet of existing stone walls designated for removing and rebuilding.

Basis of Payment: This work will be paid for at the contract price per linear foot for "Remove and Rebuild Existing Stone Wall", complete and accepted, which price shall include all work, equipment, materials, additional approved stones, mortar, 4" PVC pipe (for weep holes), gravel, filter fabric, crushed stones, tools and labor incidental thereto.

Pay Item
Remove and Rebuild Existing Stone Wall

Pay Unit
l.f.

ITEM #0905217A – STONE WALL

Description: This work shall consist of removing and rebuilding the stone walls at #17 Moose Hill Road to conform to the style and dimensions of the existing stone wall at #13 Moose Hill Road. The existing stones shall be supplemented with new stones in conformance to these specifications.

Materials: The Contractor shall re-use the existing stones from the project site. Mortar material shall conform to the requirements of Article M.11.04.

The Contractor shall provide supplemental stone, as necessary, to construct the exposed faces to match the size, shape and color of stone wall at #13 Moose Hill Road. The Contractor shall submit stone samples for approval by the Engineer and the homeowner prior to construction of the stone wall.



Stone Wall at #13 Moose Hill Road

Construction Methods: The Contractor shall take photographs and field measurements of the existing stone wall prior to removing the walls to be used for building the stone walls.

Construction method shall conform to Section 6.07.03 of Form 817 and as follow:

The existing stone wall shall be carefully removed and where necessary from the imbedded mortar and cleaned. The wall shall be reconstructed using the existing stones removed. Prior to setting the existing stones and mortar, the foundation shall be prepared as directed by the

Engineer. Any foundation soil found to be unsuitable shall be removed and replaced with processed aggregate base. The Contractor shall backfill and compact soils in all areas as the wall is rebuild. Compaction shall be to 95% standard proctor density.

Method of Measurement: This work will be measured for payment by the actual number of linear feet of stone walls installed and accepted by the Engineer.

Basis of Payment: This work will be paid for at the contract price per linear foot for "Stone Wall", complete and accepted, which price shall include all work, equipment, materials, additional approved stones, mortar, gravel, filter fabric, crushed stones, tools and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Stone Wall	l.f.

ITEM #0950019A – TURF ESTABLISHMENT - LAWN

Description: The work included in this item shall consist of providing an accepted stand of grass by furnishing and placing seed as shown on the plans or as directed by the Engineer.

Materials: The materials for this work shall conform to the requirements of Section 9.50 of Standard Specification Form 816. The following mix shall be used for this item:

Turf Seed Mix:

In order to preserve and enhance the diversity, the source for seed mixtures shall be locally obtained within the Northeast USA including New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland. One approved seed mixture is detailed below. Other proposed mixtures must be approved by the Conn DOT Landscape Design office.

<u>Proportion (Percent)</u>	<u>Species</u> <u>Common name</u>	<u>Scientific name</u>
25	Abbey Kentucky Bluegrass	Poa pratensis
15	Envicta Kentucky Bluegrass	Poa pratensis
25	Pennlawn Red Fescue	Festuca rubra
15	Ambrose Chewing Fescue	Festuca rubra
20	Manhattan Ryegrass	Lolium perenne

Fertilizer:

Fertilizer shall be Starter fertilizer.

Mulch:

Mulch shall be Mulch Master shredded hay. Salt hay or straw hay shall not be permitted.

Construction Methods: Construction Methods shall be those established as agronomically acceptable and feasible and that are approved by the Engineer. Rate of application shall be field determined in Pure Live Seed (PLS) based on the minimum purity and minimum germination of the seed obtained. Calculate the PLS for each seed species in the mix. Adjust the seeding rate for the above composite mix, based on 250 lbs. (274 kg.) per acre (hectare). The seed shall be mulched in accordance with Article 9.50.03.

Method of Measurement: This work will be measured for payment by the number of square yards (square meters) of surface area of accepted established grasses as specified or by the number of square yards (square meters) of surface area of seeding actually covered and as specified.

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

Pay Item

Turf Establishment - Lawn

Pay Unit

S.Y.

ITEM #0950025A – RESET LANDSCAPE EDGING

Description: This work shall consist of removing and resetting or adjusting the existing landscape edging, reusing existing stones, wood or brick, placed and backfilled, so as to fit neatly and firmly, constructed in such shape and such place as indicated on the plan or as directed by the Engineer and in accordance with these specifications.

Materials: The Contractor shall re-use existing stones, wood and bricks from the existing edging. Mortar material shall conform to the requirements of Article M.11.04. The Contractor shall provide any additional stone or wood material (if required) that resemble as close as possible the existing stone or wood size and shape.

Construction Methods: The Contractor shall take photographs and field measurements of the existing landscape edging to be used for reconstruction prior to removing the landscape edging.

The existing landscape edging shall be carefully removed and cleaned. The edging shall be reconstructed using the existing materials removed. Prior to setting the existing edging, the foundation shall be prepared as directed by the Engineer. Any foundation soil found to be unsuitable shall be removed and replaced.

Method of Measurement: This work will be measured for payment for the actual number of linear feet of landscape edging completed and accepted.

Basis of Payment: This work will be paid for at the contract price per linear foot for "Reset Landscape Edging", complete and accepted, which price shall include all work, equipment, materials, additional approved stones, mortar, crushed stones, tools and labor incidental thereto.

Pay Item
Reset Landscape Edging

Pay Unit
l.f.

ITEM #0950043A - WETLAND GRASS ESTABLISHMENT

Description: The work included in this item shall consist of providing an accepted stand of established wetland grasses by furnishing and placing seed as shown on the plans, permits, or as directed by the Engineer within the Wetland Mitigation Area(s) or other areas when required.

Materials: All wetland grass mixture sources shall be locally obtained within the Northeast USA including New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland in order to preserve and enhance the diversity of native wetland grass species.

The placement of fertilizer, mulch or bio-degradable erosion control matting will not be allowed within any wetland area.

All wetland seed mixture sources shall be approved by the Engineer prior to purchase.

Three (3) qualified wetland seed mixtures are as follows:

1. **New England Wet Mix (Wetland Seed Mix)**, New England Wetland Plants, Inc. 820 West Street Amherst, MA 01002, or equal. Rate shall be 1 pound PLS per 2,500 sq. ft.
2. **OBL Wetland Mix**, Ernst Conservation Seeds, Inc. 8884 Mercer Pike, Meadville, PA 16335, or equal. Rate shall be 1 pound PLS per 2,000 sq. ft.
3. **Vermont Wetland Shrub**, Vermont Wetland Plant Supply, LLC, P.O. Box 153, Orwell, VT 05760, or equal. Rate shall be 1 pound PLS per 2,420 sq. ft.

All seed mixtures must be reviewed and approved by the Engineer prior to application. All seed Materials Certificates must have seed mixtures that shall not include any invasive species pursuant to Connecticut General Statute Sec. 22a-381d, or any State Threatened or State Endangered species known pursuant to Connecticut General Statute Sec. 26-303 which would be a violation of the Connecticut Endangered Species Act. The seed tags from the bags are to be removed by the Engineer upon delivery and attached to the Materials Certificate. No seeding shall occur if the requirements are not met.

All approved seed mixtures shall be obtained in sufficient quantities to meet the pure live seed (PLS) application rates as determined by the seed analysis of the mixture.

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

Wetland grass establishment seeding for Wetland Mitigation Site(s): Seeding shall occur during the fall season immediately following construction of the wetland site(s). Fall seeding must occur from August 15th to October 31th.

Wetland grass establishment seeding for areas other than the Wetland Mitigation Site(s), when required: Seeding dates shall adhere to Form 817 Section 9.50 – Turf Establishment.

Seeding shall be applied to wetland areas that will not be routinely inundated. If seed is purchased in bulk rather than by PLS, the rate of application must be adjusted to meet the required PLS seeding rate. This seeding rate shall be increased by the appropriate percentage based on the information provided on the seed tags at delivery, as determined by the following formula:

$$(\text{Germination Percentage} \times \text{Purity Percentage})/100 = \text{Percentage PLS}$$

The Engineer shall verify that the seed is applied at a rate that will allow for 100% PLS.

Method of Measurement: This work will be measured for payment by the number of square feet of surface area of established wetland seed mixture, planted, and accepted as specified or by the number of square feet of surface area of seeding actually covered as specified.

Basis of Payment: This work shall be paid at the Contract unit price per square foot for “Wetland Grass Establishment,” which price shall include all materials maintenance, equipment, tools, labor, transportation, operations and all work incidental thereto. Partial payment of up to 50% may be made for work completed, but not accepted. Full payment shall not be made until the area has been accepted by the Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
Wetland Grass Establishment	s.f.

ITEM #0952051A - CONTROL AND REMOVAL OF INVASIVE VEGETATION

Description: This work shall include the development and implementation of an Invasive Vegetation Removal Plan (IVRP) to outline the materials, labor, and equipment the Contractor plans to use for the complete eradication and treatment of the invasive vegetation. The work shall also include the identification, excavation, removal, and off-Site disposal of unwanted vegetation as indicated on the plan sheets, permits or as directed by the Engineer.

All invasive vegetation listed on the following websites will be subject to eradication:

- Connecticut Invasive Plant Working Group (CIPWG) Invasive Plants Council (http://cipwg.uconn.edu/invasive_plant_list/)
- US Army Corps of Engineers (ACOE) New England District Compensatory Mitigation Guidance Appendix K (http://www.nae.usace.army.mil/portals/74/docs/regulatory/Mitigation/2016_New_England_Compensatory_Mitigation_Guidance.pdf)

All vegetation designated for removal shall be eradicated in its entirety in accordance with the IVRP submitted by the Contractor and approved by the Engineer. Certain situations may require the full and complete mechanical excavation of invasive vegetation including its entire root system. The use of herbicides will not be permitted between the dates of October 1 and May 31.

Materials: All herbicides shall be registered for the species being treated and shall be formulated as applicable for target-species foliar treatment, cut surface, or injection applications. Where work in or immediately adjacent to wetlands is necessary, the product label(s) for any chemical/adjuvant formulation applied must indicate that the formulation is approved for aquatic environments.

Construction Methods:

1. IVRP: Prior to any ground disturbance within the Project limits, the Contractor shall submit an IVRP to the Engineer for review and approval. Within 30 days of receipt of the submittal, the Engineer will notify the Contractor whether the IVRP is approved, rejected or requires modifications by the Contractor. If any part of the plan is not approved, the Contractor shall promptly make any necessary changes and re-submit the entire plan for approval. The entire plan must be approved in writing prior to beginning any work on Site. In all cases, mechanical means shall be considered before the use of herbicides. If mechanical means is neither feasible nor recommended, an explanation must be provided in the IVRP. All removal methods shall prevent the spread of seeds – no mowing or “Brush Hog” equipment will be allowed. The approved methods must be capable of total removal and eradication of all identified invasive species in the designated areas throughout the Contract and the 1-Year Plant Establishment Period.

The IVRP shall include a schedule and outline with the following information:

- 1) The Contractor's methods of determining invasive vegetation surveyed limits, including:
 - a. Stake out the limits prior to the initial treatment
 - b. Maintain a record of the staked limits throughout the life of the Contract
- 2) Identification of the type(s) of invasive species present within the field surveyed limits

- 3) A marked up plan sheet outlining the invasive species limits and identifying the types of invasive species present within those limits and total square yards of proposed removal
- 4) For each species present on-Site, the following shall be described:
 - a. Methods to eradicate specific invasive plant species for the life of the Contract (e.g. mechanical, herbicide, etc.) shall include any initial, intermediate and 1-Year Plant Establishment Period Treatment eradication methods for each plant species
 - b. Types and concentrations of any herbicides to be used, including any adjuvants, SDS sheets, types of tools or machinery to be used
 - c. Schedules showing dates and eradication methods for the initial, intermediate, and 1-Year Plant Establishment Period Treatments. This schedule must take into consideration stage construction, the time period required between herbicide application, and the physical removal of the target species wherever such methodology is employed
- 5) All invasive species are considered controlled materials and are to be taken off-Site to an approved disposal facility. For disposal methods:
 - a. Provide address of location, current permits / letters from the town authorizing such activity and a Site map (complete with regulated areas)
 - b. Wood chips from invasive species are not allowed to be stockpiled or reused on-Site
 - c. Wood chipping on-Site will be allowed if temporarily stored in a properly contained enclosure and removed at the end of the treatment cycle
 - d. Invasive plants shall not be buried on-Site
- 6) Proof of CT DEEP licensure for herbicide application
- 7) A description of safety equipment required
- 8) Procedures for handling chemical spills

Where certain species of invasive vegetation are present and identified on the plan sheets, permits, or as identified in the field by the Engineer, the removal via bulk mechanical excavation of such vegetation and the underlying soils may be required as directed. The approved method must be capable of the removal of all soil to a depth where invasive plant material and root system is no longer evident, or as directed by the Engineer.

Whether the Contractor's method of removal is by mechanical excavation or cutting and spraying of herbicides, invasive species must be removed separately from clearing and grubbing operations and disposed at an approved location as described in the Contractor's IVRP.

No equipment or vehicles other than that required to complete the work will be permitted in the areas designated for invasive vegetation removal. Any equipment used to process invasive vegetation, such as chippers and transport vehicles, must be cleaned prior to further use.

Any invasive species control and removal work performed throughout the duration of the Contract that causes damage or soil disturbance shall be repaired at the Contractor's expense within 7 days. It is the Contractor's responsibility to identify additional areas of concern for invasive vegetation within the limits of the Project, notify the Engineer, and to amend the IVRP.

The Contractor shall be responsible to identify invasive vegetation at all times of the year and to prepare a plan for its eradication without assistance.

All treatments, with the exception of an initial mechanical excavation of invasive species, will not be allowed outside of the optimal growing season between the dates of October 1 and May 31.

Herbicide applications will not be permitted during any rain event or during windy conditions. Broadcast or uncontrolled spray application will not be permitted and care must be taken to avoid contacting non-target native species. If any non-target native species to remain within the Project limits are inadvertently treated with herbicide and perish, the Contractor will be responsible to replace in-kind species at no cost to the State.

Remove all twining vines in treetops to the greatest extent possible without damaging the branches of the supporting desired vegetation. Cut and remove vines overtopping tree canopies to the extent practical. Climbing spikes will not be permitted for aerial work.

The Contractor shall also:

- 1) Maintain the labels for herbicides being used in his/her possession
- 2) Conduct all herbicide formulations and applications, including the addition of appropriate surfactants and other adjuvants, in strict conformance with the manufacturer's recommendation and per requirements of regulatory agencies
- 3) Maintain a written record of herbicide application, including the formulation, concentration, area treated, and date for each application. The records are to be provided by the commercial applicator and submitted to the Engineer following each treatment

Flush cut brush and trees shall not be more than 2 inches above the ground line. Prune out any branches on non-treatment plants that are damaged during removal of vegetation. All corrective pruning shall conform to the National Arborists Association Pruning Standards.

Wherever removal operations result in exposed soils, disturbed areas shall be vegetatively stabilized with the appropriate seed mix and protected with hay, cellulose fiber mulch, or erosion control matting.

Once the IVRP is approved, a field review shall be scheduled for the Contractor and Engineer to review the limits of invasive species removal (surveyed and flagged by the Contractor prior to the meeting), the specific species required to be removed, and the Contractor's submitted invasive species removal plan. At this time, the Engineer may identify additional invasive species or designate additional areas for removal that are not included with the Contractor's submitted IVRP.

If changes are required to the approved IVRP during the life of the Contract, these changes shall be documented by the Contractor and resubmitted to the Engineer for review and approval a minimum of 10 days prior to beginning of the additional work associated with the change. The Contractor shall provide a 10 day work notice to the Engineer prior to proceeding with each treatment.

2. Treatments: The treatment schedule below may be modified based on field conditions at the discretion of the Engineer. The Contractor shall provide a 10 day work notice to the Engineer prior to proceeding with each treatment. In all cases, each treatment must be reviewed once the work is performed, and accepted before payment is made for that treatment stage.

Initial Treatment: Shall commence at the beginning of the Contract time, prior to clearing and grubbing activities. Any invasive species found within a proposed cut slope shall be fully eradicated to the satisfaction of the Engineer prior to any earth work operations. After the completion of the initial treatment, the work must be reviewed and accepted by the Engineer prior to any earth excavation in that area. If herbicide is the initial treatment method, a minimum of 14 days is required prior to clearing and grubbing operations, so the herbicide application can take effect.

Intermediate Treatment(s): Shall be conducted during the optimal growing season between the dates of June 1 and September 30 for invasive species up to and including 10 days prior to plant installation or at the end of the Project if no landscaping plan is in the Contract. Optimal treatment times may be specific to the species being treated and this must be considered and documented when developing the Invasive Vegetation Removal Plan. Several treatments may be required to treat all species that are present.

1-Year Plant Establishment Period Treatment: Treatments as needed or as directed by the Engineer shall be conducted throughout the 1-Year Plant Establishment Period or when required under another Contract item.

Method of Measurement: This work will be measured for payment by the number of square yards of invasive vegetation identified, surveyed, treated and eradicated as required including any required re-treatment of any regrowth or new growth. No additional payment will be made for subsequent treatments. The area for removal will be surveyed and flagged prior to treatment and measured. After a review of the surveyed limits, the Engineer may designate additional areas for removal that are not shown on the plans. These additional areas will be measured for payment and included as part of the Contract work.

Where selective removal is required, the square yards of the drip line of the invasive vegetation will be measured for payment.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for "Control and Removal of Invasive Vegetation." This payment shall include all labor, surveys, materials, tools, and equipment necessary for limits of the invasive area(s); maintenance of the limits throughout the Project; species identification; and cutting, excavation, treating, re-treating, removal, and off-Site disposal of designated invasive plant material. Off-Site disposal of residue shall include the loading, transport, dumping, and fees associated with legal off-site disposal.

- Upon approval of the required IVRP, the Contractor will receive a payment equal to 10% of the estimated Contract value

- Upon initial herbicide or mechanical removal treatment methods as it is described in the IVRP, the Contractor will receive a payment equal to 20% of all areas receiving treatment
- Upon successful completion of the initial treatment period, as determined during the review by the Engineer, the Contractor will receive a payment equal to 20%
- Upon successful completion of the intermediate treatment period as determined during the Site review by the Engineer, the Contractor will receive a payment equal to 20%
- Upon successful completion of the 1-Year Plant Establishment Period covering all treated areas on the Project (or the last treatment for those Projects which may not include a 1-Year Plant Establishment Period), the Contractor will receive final payment equal to the measured areas in place and treated, less any previous payments

Where bulk excavation is required for removal, this work shall be covered under the Contract Item “Earth Excavation” for all excavation in excess of 2 feet. All other vegetation not designated as invasive vegetation shall be removed in compliance with the Item “Clearing and Grubbing” in accordance with Section 2.01.

Vegetative stabilization of disturbed areas will be paid for under the respective Contract Items: “Turf Establishment,” “Wetland Grass Establishment,” or “Conservation Seeding for Slopes.”

Pay Item	Pay Unit
Control and Removal of Invasive Vegetation	s.y.

ITEM #0969062A - CONSTRUCTION FIELD OFFICE, MEDIUM

Description: Under the item included in the bid document, adequate weatherproof office quarters with related furnishings, materials, equipment and other services, shall be provided by the Contractor for the duration of the work, and if necessary, for a close-out period determined by the Engineer. The office, furnishings, materials, equipment, and services are for the exclusive use of CTDOT forces and others who may be engaged to augment CTDOT forces with relation to the Contract. The office quarters shall be located convenient to the work site and installed in accordance with Article 1.08.02. This office shall be separated from any office occupied by the Contractor. Ownership and liability of the office quarters shall remain with the Contractor.

Furnishings/Materials/Supplies/Equipment: All furnishings, materials, equipment and supplies shall be in like new condition for the purpose intended and require approval of the Engineer.

Office Requirements: The Contractor shall furnish the office quarters and equipment as described below:

Description \ Office Size	Small	Med.	Large	Extra Large
Minimum Sq. Ft. of floor space with a minimum ceiling height of 7 ft.	400	400	1000	2000
Minimum number of exterior entrances.	2	2	2	2
Minimum number of parking spaces.	7	7	10	15

Office Layout: The office shall have a minimum square footage as indicated in the table above, and shall be partitioned as shown on the building floor plan as provided by the Engineer.

Tie-downs and Skirting: Modular offices shall be tied-down and fully skirted to ground level.

Lavatory Facilities: For field offices sizes Small and Medium the Contractor shall furnish a toilet facility at a location convenient to the field office for use by CTDOT personnel and such assistants as they may engage; and for field offices sizes Large and Extra Large the Contractor shall furnish two (2) separate lavatories with toilet (men and women), in separately enclosed rooms that are properly ventilated and comply with applicable sanitary codes. Each lavatory shall have hot and cold running water and flush-type toilets. For all facilities the Contractor shall supply lavatory and sanitary supplies as required.

Windows and Entrances: The windows shall be of a type that will open and close conveniently, shall be sufficient in number and size to provide adequate light and ventilation, and shall be fitted with locking devices, blinds and screens. The entrances shall be secure, screened, and fitted with a lock for which four keys shall be furnished. All keys to the construction field office shall be furnished to the CTDOT and will be kept in their possession while State personnel are using the office. Any access to the entrance ways shall meet applicable building codes, with appropriate handrails. Stairways shall be ADA/ABA compliant and have non-skid tread surfaces. An ADA/ABA compliant ramp with non-skid surface shall be provided with the Extra-Large field office.

Lighting: The Contractor shall equip the office interior with electric lighting that provides a minimum illumination level of 100 foot-candles at desk level height, and electric outlets for each desk and drafting table. The Contractor shall also provide exterior lighting that provides a minimum illumination level of 2 foot-candles throughout the parking area and for a minimum distance of 10 ft. on each side of the field office.

Parking Facility: The Contractor shall provide a parking area, adjacent to the field office, of sufficient size to accommodate the number of vehicles indicated in the table above. If a paved parking area is not readily available, the Contractor shall construct a parking area and driveway consisting of a minimum of 6 inches of processed aggregate base graded to drain. The base material will be extended to the office entrance.

Field Office Security: Physical Barrier Devices - This shall consist of physical means to prevent entry, such as: 1) All windows shall be barred or security screens installed; 2) All field office doors shall be equipped with dead bolt locks and regular day operated door locks; and 3) Other devices as directed by the Engineer to suit existing conditions.

Electric Service: The field office shall be equipped with an electric service panel, wiring, outlets, etc., to serve the electrical requirements of the field office, including: lighting, general outlets, computer outlets, calculators etc., and meet the following minimum specifications:

- A. 120/240 volt, 1 phase, 3 wire
- B. Ampacity necessary to serve all equipment. Service shall be a minimum 100 amp dedicated to the construction field office.
- C. The electrical panel shall include a main circuit breaker and branch circuit breakers of the size and quantity required.
- D. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed at each desk and personal computer table (workstation) location.
- E. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed, for use by the Telephone Company.
- F. Additional 120-volt circuits and duplex outlets as required meeting National Electric Code requirements.
- G. One exterior (outside) wall mounted GFI receptacle, duplex, isolated ground, 120 volt, straight blade.
- H. After work is complete and prior to energizing, the State's CTDOT electrical inspector, must be contacted at 860-594-2240. (Do Not Call Local Town Officials)
- I. Prior to field office removal, the CTDOT Office of Information Systems (CTDOT OIS) must be notified to deactivate the communications equipment.

Heating, Ventilation and Air Conditioning (HVAC): The field office shall be equipped with sufficient heating, air conditioning and ventilation equipment to maintain a temperature range of 68°-80° Fahrenheit within the field office.

Telephone Service: The Contractor shall provide telephone service with unlimited nation-wide calling plan. For a Small, Medium and Large field office this shall consist of the installation of two (2) telephone lines: one (1) line for phone/voice service and one (1) line dedicated for the facsimile machine. For an Extra-Large field office this shall consist of four (4) telephone lines: three (3) lines for phone/voice service and one (1) line dedicated for facsimile machine. The Contractor shall pay all charges.

Data Communications Facility Wiring: Contractor shall install a Category 6 568B patch panel in a central wiring location and Cat 6 cable from the patch panel to each PC station, Smart Board location, Multifunction Laser Printer/Copier/Scanner/Fax, terminating in a (Category 6 568B) wall or surface mount data jack. The central wiring location shall also house either the data circuit with appropriate power requirements or a category 5 cable run to the location of the installed data circuit. The central wiring location will be determined by the CTDOT OIS staff in coordination with the designated field office personnel as soon as the facility is in place.

For Small, Medium and Large field offices the Contractor shall run a CAT 6 LAN cable a minimum length of 25 feet for each CTDOT networked device (including but not limited to: smartboards and Multi-Function Laser Printer/Copier/Scanner/Fax) to LAN switch area leaving an additional 10 feet of cable length on each side with terminated RJ45 connectors. For an Extra-Large field office the Contractor shall run CAT 6 LAN cables from workstations, install patch panel in data circuit demark area and terminate runs with RJ45 jacks at each device location. Terminate runs to patch panel in LAN switch area. Each run / jack shall be clearly labeled with an identifying Jack Number.

The Contractor shall supply cables to connect the Wi-Fi printer to the Contractor supplied internet router and to workstations/devices as needed. These cables shall be separate from the LAN cables and data Jacks detailed above for the CTDOT network.

The number of networked devices anticipated shall be at least equal to the number of personal computer tables, Multi-Function Laser Printer/Copier/Scanner/Fax, and smartboards listed below.

The installation of a data communication circuit between the field office and the CTDOT OIS in Newington will be coordinated between the CTDOT District staff, CTDOT OIS staff and the local utility company once the Contractor supplies the field office phone numbers and anticipated installation date. The Contractor shall provide the field office telephone number(s) to the CTDOT Project Engineer within 10 calendar days after the signing of the Contract as required by Article 1.08.02. This is required to facilitate data line and computer installations.

Additional Equipment, Facilities and Services: The Contractor shall provide at the field Office at least the following to the satisfaction of the Engineer:

Furnishing Description	Office Size			
	Small	Med.	Large	Extra Large
	Quantity			
Office desk (2.5 ft. x 5 ft.) with drawers, locks, and matching desk chair that have pneumatic seat height adjustment and dual wheel casters on the base.	1	3	5	8
Standard secretarial type desk and matching desk chair that has pneumatic seat height adjustment and dual wheel casters on the base.	-	-	-	1
Personal computer tables (4 ft. x 2.5 ft.).	2	3	5	8
Drafting type tables (3 ft. x 6 ft.) and supported by wall brackets and legs; and matching drafters stool that have pneumatic seat height adjustment, seat back and dual wheel casters on the base.	1	1	1	2
Conference table, 3 ft. x 12 ft.	-	-	-	1
Table – 3 ft. x 6 ft.	-	-	-	1
Office Chairs.	2	4	8	20
Mail slot bin – legal size.	-	-	1	1
Non-fire resistant cabinet.	-	-	2	4
Fire resistant cabinet (legal size/4 drawer), locking.	1	1	2	3
Storage racks to hold 3 ft. x 5 ft. display charts.	-	-	1	2
Vertical plan racks for 2 sets of 2 ft. x 3 ft. plans for each rack.	1	1	2	2
Double door supply cabinet with 4 shelves and a lock – 6 ft. x 4 ft.	-	-	1	2
Case of cardboard banker boxes (Min 10 boxes/case)	1	1	2	3
Open bookcase – 3 shelves – 3 ft. long.	-	-	2	2
White Dry-Erase Board, 36" x 48" min. with markers and eraser.	1	1	1	1
Interior partitions – 6 ft. x 6 ft., soundproof type, portable and freestanding.	-	-	6	6
Coat rack with 20 coat capacity.	-	-	-	1
Wastebaskets - 30 gal., including plastic waste bags.	1	1	1	2
Wastebaskets - 5 gal., including plastic waste bags.	1	3	6	10
Electric wall clock.	-	-	-	2
Telephone.	1	1	1	-
Full size stapler 20 (sheet capacity, with staples)	1	2	5	8
Desktop tape dispensers (with Tape)	1	2	5	8
8 Outlet Power Strip with Surge Protection	3	4	6	9
Rain Gauge	1	1	1	1

Business telephone system for three lines with ten handsets, intercom capability, and one speaker phone for conference table.	-	-	-	1
Mini refrigerator - 3.2 c.f. min.	1	1	1	1
Hot and cold water dispensing unit. Disposable cups and bottled water shall be supplied by the Contractor for the duration of the project.	1	1	1	1
Microwave, 1.2 c.f. , 1000W min.	1	1	1	1
Fire extinguishers - provide and install type and *number to meet applicable State and local codes for size of office indicated, including a fire extinguisher suitable for use on a computer terminal fire.	*	*	*	*
Electric pencil sharpeners.	1	2	2	2
Electronic office type printing calculators capable of addition, subtraction, multiplication and division with memory and a supply of printing paper.	1	1	2	4
Small Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Related Hardware and Software</u> .	1	1		
Large Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Related Hardware and Software</u> .			1	1
Field Office Wi-Fi Connection as specified below under <u>Computer Related Hardware and Software</u>	1	1	1	1
Wi-Fi Printer as specified below under <u>Computer Related Hardware and Software</u> .	1	1	1	1
Digital Camera as specified below under <u>Computer Related Hardware and Software</u> .	1	1	3	3
Video Projector as specified below under <u>Computer Related Hardware and Software</u> .	-	-	-	1
Smart Board as specified below under <u>Computer Related Hardware and Software</u> .	-	-	-	1
Infrared Thermometer, including annual third party certified calibration, case, and cleaning wipes.	1	1	1	2
Concrete Curing Box as specified below under <u>Concrete Testing Equipment</u> .	1	1	1	1
Concrete Air Meter and accessories as specified below under <u>Concrete Testing Equipment</u> as specified below. Contractor shall provide third party calibration on a quarterly basis.	1	1	1	1
Concrete Slump Cone and accessories as specified below under <u>Concrete Testing Equipment</u> .	1	1	1	1
First Aid Kit	1	1	1	1

Flip Phones as specified under <u>Computer Related Hardware and Software.</u>	-	-	-	-
Smart Phones as specified under <u>Computer Related Hardware and Software.</u>	-	-	-	-

The furnishings and equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the above listed equipment or furnishings shall be provided by the Contractor for the duration of the project.

Computer Related Hardware and Software: The CTDOT will supply by its own means the actual Personal Computers for the CTDOT representatives. The Contractor shall supply the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors, and Smart Board(s) as well as associated hardware and software, must meet the requirements of this specification as well as the latest minimum specifications posted, as of the project advertising date, at CTDOTs web site <http://www.ct.gov/dot/cwp/view.asp?a=1410&q=563904>

Within 10 calendar days after the signing of the Contract but before ordering/purchasing the Wi-Fi Printer (separate from the Multifunction Laser Printer/Copier/Scanner/Fax), Field Office Wi-Fi, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projector(s) and Smart Board(s) as well as associated hardware, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the Administering CTDOT District for review and approval. The Wi-Fi Printer, Wi-Fi Router, Flip Phones, Smart Phones, digital cameras, Projector(s) and Smart Board(s) will be reviewed by CTDOT District personnel. The Multifunction Laser Printer/Copier/Scanner/Fax will be reviewed by the CTDOT OIS. The Contractor shall not purchase the hardware, software, or services until the Administering CTDOT District informs them that the proposed equipment, software, and services are approved. The Contractor will be solely responsible for the costs of any hardware, software, or services purchased without approval.

The Contractor and/or their internet service provider shall be responsible for the installation and setup of the field office Wi-Fi, Wi-Fi printer, and the configuration of the wireless router as directed by the CTDOT. Installation will be coordinated with CTDOT District and Project personnel.

After the approval of the hardware and software, the Contractor shall contact the designated representatives of the CTDOT administering District, a minimum of 2 working days in advance of the proposed delivery or installation of the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors and Smart Board(s), as well as associated hardware, software, supplies, and support documentation.

The Contractor shall provide all supplies, paper, maintenance, service and repairs (including labor and parts) for the Wi-Fi printers, copiers, field office Wi-Fi, fax machines and other equipment and facilities required by this specification for the duration of the Contract. All repairs must be

performed with-in 48 hours. If the repairs require more than a 48 hours then an equal or better replacement must be provided.

Once the Contract has been completed, the hardware and software will remain the property of the Contractor.

First Aid Kit: The Contractor shall supply a first aid kit adequate for the number of personnel expected based on the size of the field office specified and shall keep the first aid kit stocked for the duration that the field office is in service.

Rain Gauge: The Contractor shall supply install and maintain a rain gauge for the duration of the project, meeting these minimum requirements. The rain gauge shall be installed on the top of a post such that the opening of the rain gauge is above the top of the post an adequate distance to avoid splashing of rain water from the top of the post into the rain gauge. The Location of the rain gauge and post shall be approved by the Engineer. The rain gauge shall be made of a durable material and have graduations of 0.1 inches or less with a minimum total column height of 5 inches. If the rain gauge is damaged the Contractor shall replace it prior to the next forecasted storm event at no additional cost.

Concrete Testing Equipment: If the Contract includes items that require compressive strength cylinders for concrete, in accordance with the Schedule of Minimum Testing Requirements for Sampling Materials for Test, the Contractor shall provide the following equipment.

- A) Concrete Cylinder Curing Box – meeting the requirements of Section 6.12 of the Standard Specifications.
- B) Air Meter – The air meter provided shall be in good working order and meet the requirements of AASHTO T 152.
- C) Slump Cone Mold – Slump cone, base plate, and tamping rod shall be provided in like-new condition and meet the requirements of AASHTO T119, Standard Test Method for Slump of Hydraulic-Cement Concrete.

All testing equipment will remain the property of the Contractor at the completion of the project.

Insurance Policy: The Contractor shall provide a separate insurance policy, with no deductible, in the minimum amount of five thousand dollars (\$5,000) in order to insure all State-owned data equipment and supplies used in the office against all losses. The Contractor shall be named insured on that policy, and the CTDOT shall be an additional named insured on the policy. These losses shall include, but not be limited to: theft, fire, and physical damage. The CTDOT will be responsible for all maintenance costs of CTDOT owned computer hardware. In the event of loss, the Contractor shall provide replacement equipment in accordance with current CTDOT equipment specifications, within seven days of notice of the loss. If the Contractor is unable to provide the required replacement equipment within seven days, the CTDOT may provide replacement equipment and deduct the cost of the equipment from monies due or which may become due the Contractor under the Contract or under any other contract. The Contractor's financial liability under this paragraph shall be limited to

the amount of the insurance coverage required by this paragraph. If the cost of equipment replacement required by this paragraph should exceed the required amount of the insurance coverage, the CTDOT will reimburse the Contractor for replacement costs exceeding the amount of the required coverage.

Maintenance: During the occupancy by the CTDOT, the Contractor shall maintain all facilities and furnishings provided under the above requirements, and shall maintain and keep the office quarters clean through the use of weekly professional cleaning to include, but not limited to, washing & waxing floors, cleaning restrooms, removal of trash, etc. Exterior areas shall be mowed and clean of debris. A trash receptacle (dumpster) with weekly pickup (trash removal) shall be provided. Snow removal, sanding and salting of all parking, walkway, and entrance ways areas shall be accomplished during a storm if on a workday during work hours, immediately after a storm and prior to the start of a workday. If snow removal, salting and sanding are not completed by the specified time, the State will provide the service and all costs incurred will be deducted from the next payment estimate.

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

There will not be any price adjustment due to any change in the minimum computer related hardware and software requirements.

Basis of Payment: The furnishing and maintenance of the Construction Field Office will be paid for at the Contract unit price per month for "Construction Field Office, (Type)," which price shall include all material, equipment, labor, service contracts, licenses, software, repair or replacement of hardware and software, related supplies, utility services, parking area, external illumination, trash removal, snow and ice removal, and work incidental thereto, as well as any other costs to provide requirements of this specified this specification.

Pay Item

Construction Field Office, (Type)

Pay Unit

Month

ITEM # 0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 – Description: is supplemented by the following:

The Contractor shall maintain and protect traffic as follows and as limited in Section 1.08 “Prosecution and Progress” of the Special Provisions,

Moose Hill Road

All Other Roadways

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall implement an approved traffic detour or shall maintain and protect at least an alternating one-way traffic operation on a travel path not less than 11 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet and there shall be no more than one alternating one-way traffic operation within the project limits without prior approval of the Engineer.

The Contractor shall be allowed to halt traffic for a period of time not to exceed 10 minutes for the purpose of removing and delivering of materials. If more than one 10 minute period is required, the Contractor shall allow all stored vehicles to proceed through the work area prior to the next stoppage.

Detours for the phases of work shall be coordinated with the Town and the local Traffic Authority and shall conform to the project plans and the additional requirements outlined in Section 1.08.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits with existing or temporary passageways. The Contractor will be allowed to close said driveways to perform the required work during those periods when businesses are closed unless permission is granted from 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.

Existing Signing

The Contractor shall maintain all existing side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary, and install temporary sign supports if necessary and as directed by the Engineer.

General

Article 9.71.03 – Construction Method: is supplemented by the following:

Moose Hill Sta.10+75 to Sta. 43+00 (Full Width Roadway)

Unpaved travel paths will only be permitted for areas requiring full depth and full width reconstruction, in which case, the Contractor will be allowed to maintain traffic on processed aggregate for a duration not to exceed one work week. The unpaved section shall be the full width of the road and perpendicular to the travel lanes. Opposing traffic lane dividers shall be used as a centerline.

The Contractor is required to delineate any raised structures within the travel lanes, so that the structures are visible day and night, unless there are specific contract plans and provisions to temporarily lower these structures prior to the completion of work.

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway (bridge) section by the end of a work week, or as directed by the Engineer.

When the installation of all intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall install the final course of bituminous concrete pavement.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3-foot shoulder between the work area and travel lanes, with traffic drums spaced every 50 feet. At the end of the workday, if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer.

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

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

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

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

Requirements for Winter

The Contractor shall schedule a meeting with representatives from the Department including the offices of Maintenance and Traffic, and the Town of Seymour to determine what interim traffic control measures the Contractor shall accomplish for the winter to provide safety to the motorists and permit adequate snow removal procedures. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings and signing.

Signing Patterns

The Contractor shall erect and maintain all signing patterns in accordance with traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

When the necessary construction is completed, the Contractor shall remove existing signs and install new signs as shown on the Signing and Pavement Marking Plans contained in the contract plans.

Pavement Markings -Non-Limited Access Multilane Roadways

Secondary and Local Roadways

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

Interim Pavement Markings

The Contractor shall install painted pavement markings, which shall include centerlines, shoulder edge lines, lane lines (broken lines), lane-use arrows, and stop bars, on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work day/night. If the next course of bituminous concrete pavement will be placed within

seven days, shoulder edge lines are not required. The painted pavement markings will be paid under the appropriate items.

If the Contractor will install another course of bituminous concrete pavement within 24 hours, the Contractor may install Temporary Plastic Pavement Marking Tape in place of the painted pavement markings by the end of the work day/night. These temporary pavement markings shall include centerlines, lane lines (broken lines) and stop bars; shoulder edge lines are not required. Centerlines shall consist of two 4 inch wide yellow markings, 2 feet in length, side by side, 4 to 6 inches apart, at 40-foot intervals. No passing zones should be posted with signs in those areas where the final centerlines have not been established on two-way roadways. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side. The Contractor shall remove and dispose of the Temporary Plastic Pavement Marking Tape when another course of bituminous concrete pavement is installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

If an intermediate course of bituminous concrete pavement will be exposed throughout the winter, then Epoxy Resin Pavement Markings should be installed unless directed otherwise by the Engineer.

Final Pavement Markings

The Contractor should install painted pavement markings on the final course of bituminous concrete pavement by the end of the work day/night. If the painted pavement markings are not installed by the end of the work day/night, then Temporary Plastic Pavement Marking Tape shall be installed as described above and the painted pavement markings shall be installed by the end of the work day/night on Friday of that week.

If Temporary Plastic Pavement Marking Tape is installed, the Contractor shall remove and dispose of these markings when the painted pavement markings are installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

The Contractor shall install permanent Epoxy Resin Pavement Markings in accordance with Section 12.10 entitled "Epoxy Resin Pavement Markings, Symbols, and Legends" after such time as determined by the Engineer.

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

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

TRAFFIC CONTROL PATTERNS

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

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards

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

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

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

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

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

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

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

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

PLACEMENT OF SIGNS

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

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

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

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

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

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

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

TABLE I – MINIMUM TAPER LENGTHS

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

SECTION 1. WORK ZONE SAFETY MEETINGS

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other

work zone safety meetings during the course of the project should be scheduled as needed.

1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda should include:

- Review Project scope of work and time
- Review Section 1.08, Prosecution and Progress
- Review Section 9.70, Trafficpersons
- Review Section 9.71, Maintenance and Protection of Traffic
- Review Contractor's schedule and method of operations.
- Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
- Open discussion of work zone questions and issues
- Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

SECTION 2. GENERAL

- 2.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.
- 2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.
- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.
- 2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 3.a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- 3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- 3.c) Stopping traffic may be allowed:
 - As per the contract for such activities as blasting, steel erection, etc.
 - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
 - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and

the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.

- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travelpath prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.
- 3.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

- 4.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).
- 4.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.
- 4.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
- 4.d) The Flashing Arrow board display shall be in the “arrow” mode for lane closure tapers and in the “caution” mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the “caution” mode when it is positioned in the closed lane.
- 4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

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

- 5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.
- 5.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.
- 5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the “flashing arrow” mode when taking the lane. The sign truck and workers should be immediately ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the “caution” mode when traveling in the closed lane.
- 5.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the “caution” mode when in the closed lane.
- 5.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to the specification entitled “Type ‘D’ Portable Impact Attenuation System”. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.
- 5.f) TMAs should be paid in accordance with how the unit is utilized. When it is used as a TMA and is in the proper location as specified, and then it should be paid at the specified hourly rate for “Type ‘D’ Portable Impact Attenuation System”. When the TMA is used as a Flashing Arrow, it should be paid at the daily rate for “High Mounted Internally Illuminated Flashing Arrow”. If a TMA is used to install and remove a pattern and then is used as a Flashing Arrow, the unit should be paid as a “Type ‘D’ Portable Impact Attenuation System” for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove), and is also paid for the day as a “High Mounted Internally Illuminated Flashing Arrow”.

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

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

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

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

Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).

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

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

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

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

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN **(A)**, THEN AN ADDITIONAL SIGN **(A)** SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS **(AA)**, **(A)**, AND **(D)** SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN **(P)** SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

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

METRIC CONVERSION CHART (1" = 25mm)

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

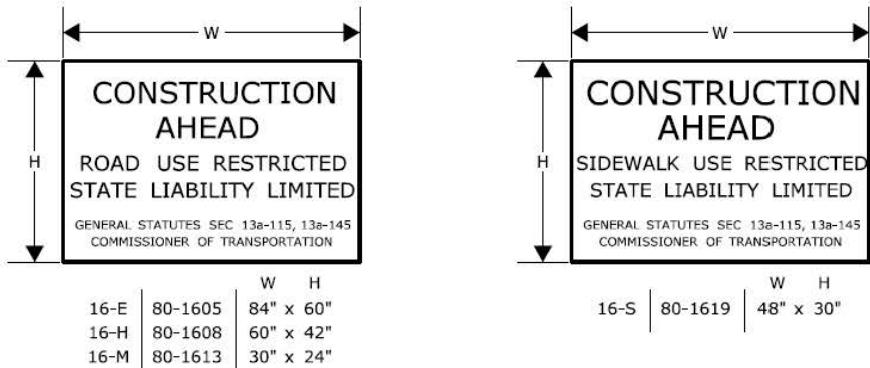
NOTES

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED:

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

SERIES 16 SIGNS



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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

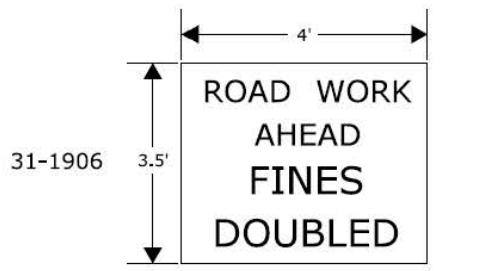
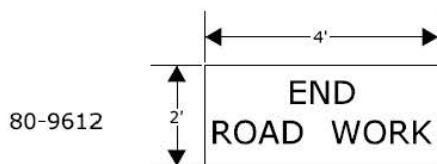
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

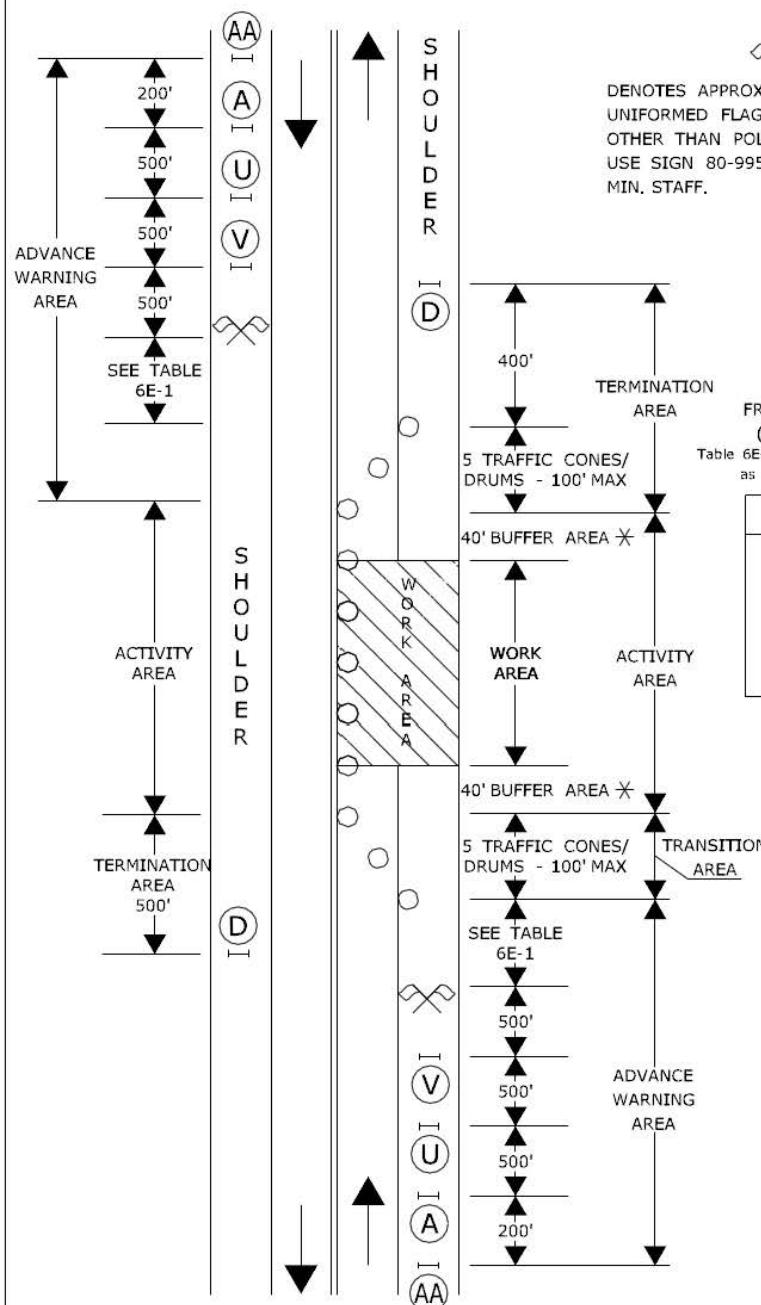
"END ROAD WORK" SIGN

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



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

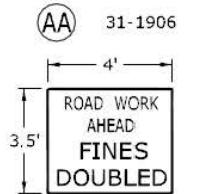
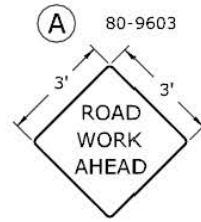
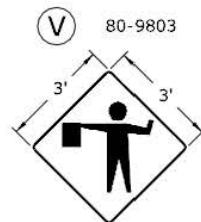
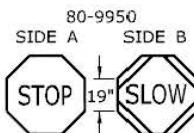
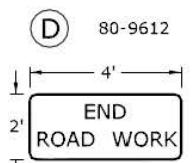
SIGN FACE
108 SQ. FT (MIN.)



DENOTES APPROXIMATE LOCATION OF UNIFORMED FLAGGER, TRAFFICPERSON OTHER THAN POLICE OFFICERS SHALL USE SIGN 80-9950 MOUNTED ON A 6' MIN. STAFF.

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

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



○ TRAFFIC CONE OR TRAFFIC DRUM

* OPTIONAL ○ TRAFFIC DRUM ━ PORTABLE SIGN SUPPORT

└─ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
2012-06-05 15:55:23-04:00
PRINCIPAL ENGINEER

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

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

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

A. TO STOP TRAFFIC

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



B. TO DIRECT TRAFFIC TO PROCEED

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



C. TO ALERT OR SLOW TRAFFIC

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



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



SCALE: NONE

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

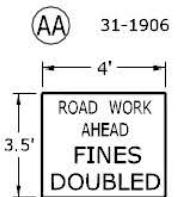
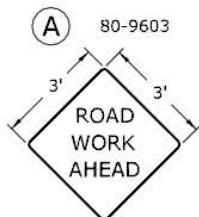
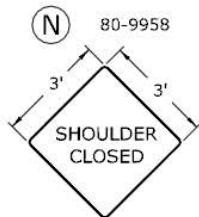
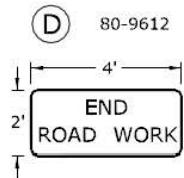
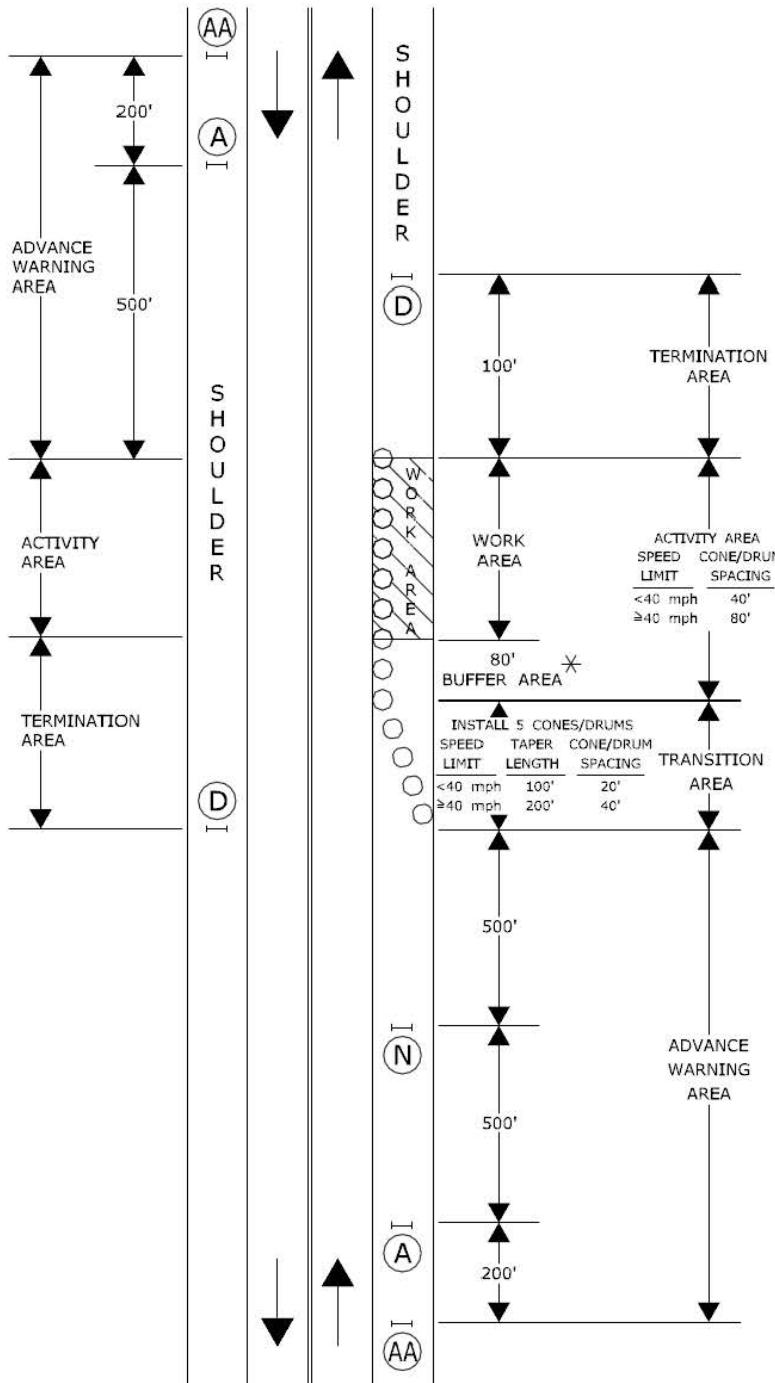
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN.)



○ TRAFFIC CONE OR TRAFFIC DRUM

* OPTIONAL ○ TRAFFIC DRUM ┌ PORTABLE SIGN SUPPORT

└ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 14

SEE NOTES 1, 2, 4, 7, 8

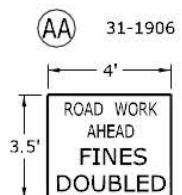
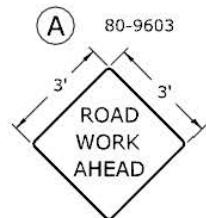
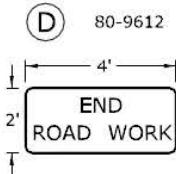
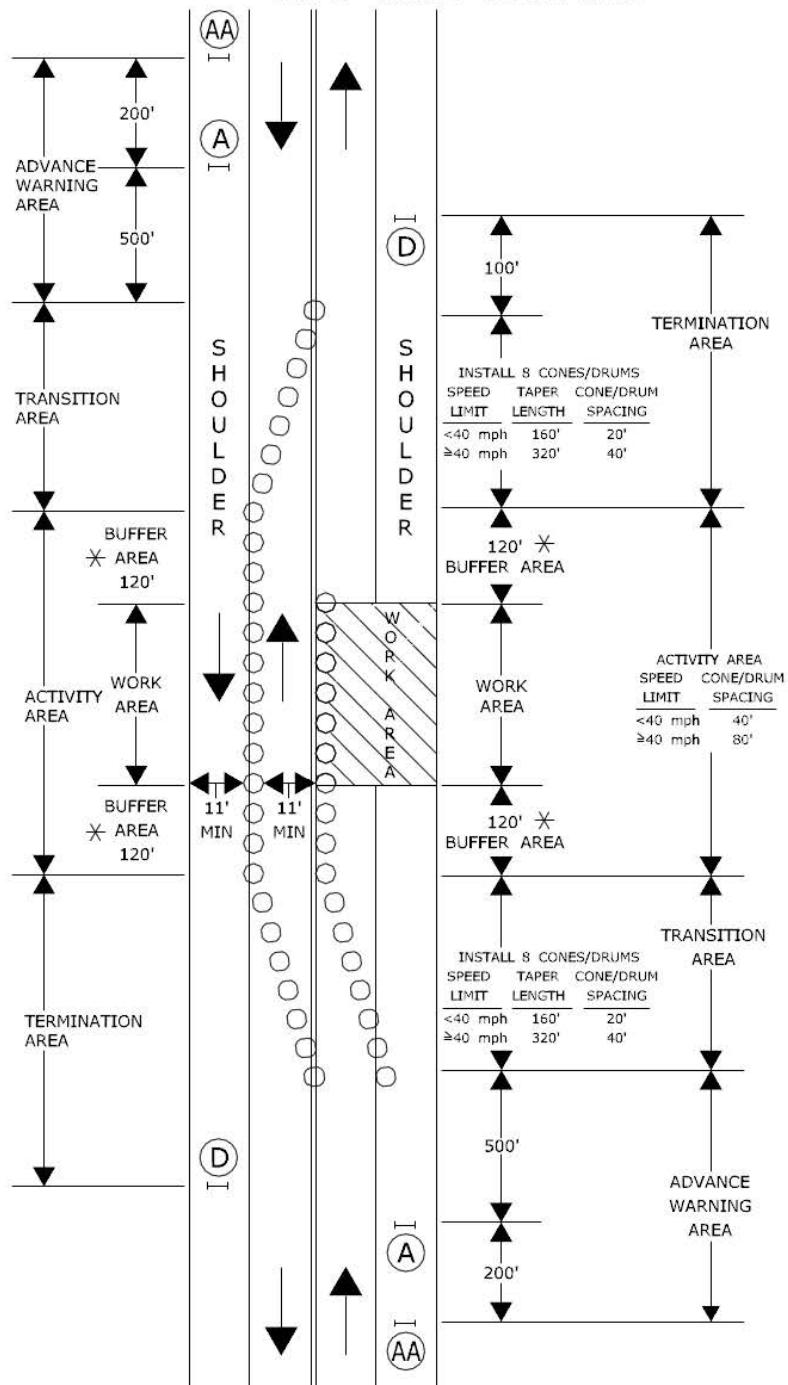
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY

SIGN FACE
62 SQ. FT (MIN.)



○ TRAFFIC CONE OR TRAFFIC DRUM
* OPTIONAL ○ TRAFFIC DRUM ━━ PORTABLE SIGN SUPPORT
[] HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 15

SEE NOTES 1, 2, 4, 6, 7, 8

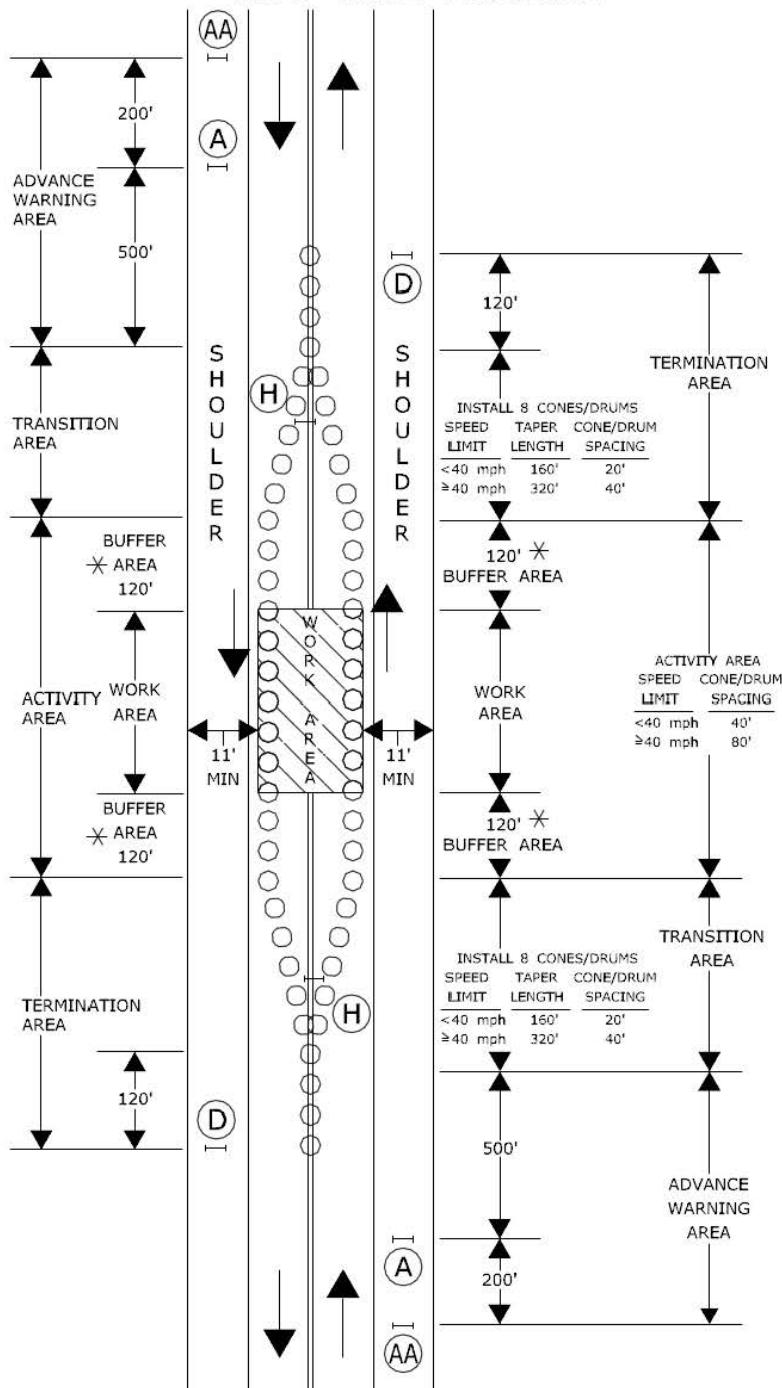
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
2012.06.05 15:56:29-04'00'
PRINCIPAL ENGINEER

WORK IN MIDDLE OF ROADWAY TWO LANE HIGHWAY

SIGN FACE
72 SQ. FT (MIN.)



○ TRAFFIC CONE OR TRAFFIC DRUM

* OPTIONAL X TRAFFIC DRUM ┌ PORTABLE SIGN SUPPORT

└ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 16

SEE NOTES 1, 2, 4, 6, 7, 8

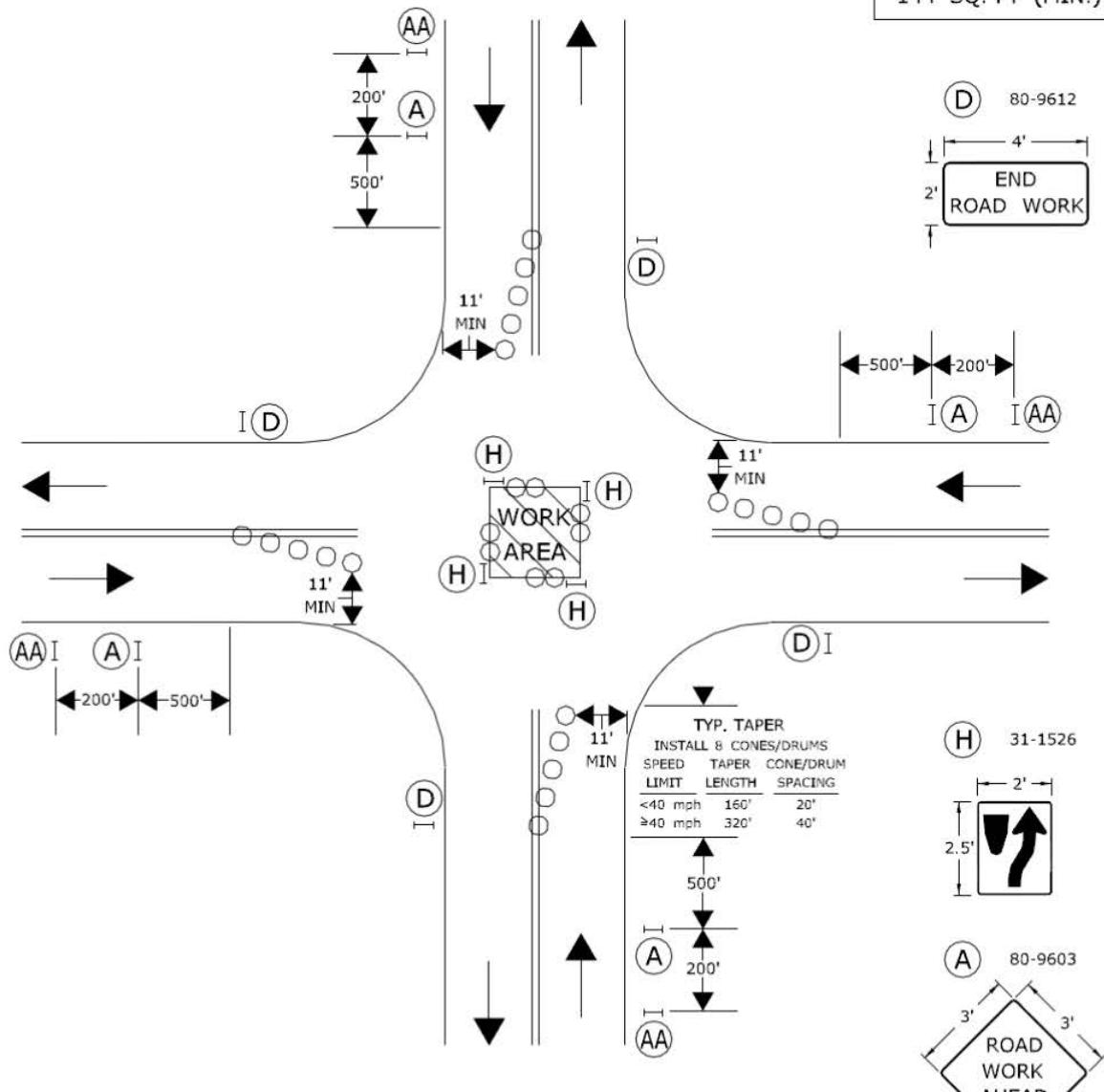
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
2012.06.05 15:56:51-04:00
PRINCIPAL ENGINEER

WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE
144 SQ. FT (MIN.)



○ TRAFFIC CONE OR TRAFFIC DRUM

* OPTIONAL ○ TRAFFIC DRUM ─ PORTABLE SIGN SUPPORT

← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 17

SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
2012.06.05 15:57:16-04'00'
PRINCIPAL ENGINEER

Article 9.71.05 – Basis of Payment is supplemented by the following:

The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports shall be paid for under the item “Maintenance and Protection of Traffic”.

The cost of furnishing, installing, and removing the material for the 4H:1V traversable slope shall be paid for under the item “Maintenance and Protection of Traffic”.

ITEM #0981101A - OPPOSING TRAFFIC LANE DIVIDER

Article 9.81.01 - 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).

Article 9.81.02 - Materials:

- 1) 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 retroreflective sheeting. The retroreflective sheeting shall be Type IV retroreflective sheeting in accordance with Section M.18.09.
- 2) 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.
- 3) 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).

Article 9.81.03 - 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.

Article 9.81.04 - 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.

Article 9.81.05 - 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.

ITEM NO. 1206023A - REMOVAL AND RELOCATION OF EXISTING SIGNS

Section 12.06 is supplemented as follows:

Article 12.06.01 – Description is supplemented with the following:

Work under this item shall consist of the removal and/or relocation of designated side-mounted extruded aluminum and sheet aluminum signs, sign posts, sign supports, and foundations where indicated on the plans or as directed by the Engineer. Work under this item shall also include furnishing and installing new sign posts and associated hardware for signs designated for relocation.

Article 12.06.03 – Construction Methods is supplemented with the following:

The Contractor shall take care during the removal and relocation of existing signs, sign posts, and sign supports that are to be relocated so that they are not damaged. Any material that is damaged shall be replaced by the Contractor at no cost to the State.

Foundations and other materials designated for removal shall be removed and disposed of by the Contractor as directed by the Engineer and in accordance with existing standards for Removal of Existing Signing.

Sheet aluminum signs designated for relocation are to be re-installed on new sign posts.

Article 12.06.04 – Method of Measurement is supplemented with the following:

Payment under Removal and Relocation of Existing Signs shall be at the contract lump sum price which shall include all extruded aluminum and sheet aluminum signs, sign posts, and sign supports designated for relocation, all new sign posts and associated hardware for signs designated for relocation, all extruded aluminum signs, sheet aluminum signs, sign posts and sign supports designated for scrap, and foundations and other materials designated for removal and disposal, and all work and equipment required.

Article 12.06.05 – Basis of Payment is supplemented with the following:

This work will be paid for at the contract lump sum price for “Removal and Relocation of Existing Signs” which price shall include relocating designated extruded aluminum and sheet aluminum signs, sign posts, and sign supports, providing new posts and associated hardware for relocated signs, removing and disposing of foundations and other materials, and all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading of extruded aluminum signs, sheet aluminum signs, sign posts, and sign supports designated for scrap and all equipment, material, tools and labor incidental thereto.

Pay Item
Removal and Relocation of Existing Signs

Pay Unit
L.S.

ITEM #1208931A—SIGN FACE - SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)

ITEM #1208932A—SIGN FACE - SHEET ALUMINUM (TYPE IV RETROREFLECTIVE SHEETING)

Section 12.08 is supplemented and amended as follows:

12.08.01—Description:

Add the following:

This item shall also include field testing of metal sign base posts as directed by the Engineer.

12.08.03—Construction Methods:

Delete the last sentence and add the following:

Metal sign base posts shall be whole and uncut. Sign base post embedment and reveal lengths shall be as shown on the plans. The Contractor shall drive the metal sign base posts by hand tools, by mechanical means or by auguring holes. If an obstruction is encountered while driving or placing the metal sign base post, the Contractor shall notify the Engineer who will determine whether the obstruction shall be removed, the sign base post or posts relocated, or the base post installation in ledge detail shall apply. Backfill shall be thoroughly tamped after the posts have been set level and plumb.

Field Testing of Metal Sign Posts: When the sign installations are complete, the Contractor shall notify the Engineer the Project is ready for field testing. Based on the number of posts in the Project, the Engineer will select random sign base posts which shall be removed by the Contractor for inspection and measurement by the Engineer. After such inspection is completed at each base post location, the Contractor shall restore or replace such portions of the work to the condition required by the Contract. Refer to the table in 12.08.05 for the number of posts to be field tested.

12.08.04—Method of Measurement:

Add the following:

The work required to expose and measure sign base post length and embedment depth using field testing methods, and restoration of such work, will not be measured for payment and shall be included in the general cost of the work.

12.08.05—Basis of Payment:

Replace the entire Article with the following:

This work will be paid for at the Contract unit price per square foot for “Sign Face - Sheet Aluminum” of the type specified complete in place, adjusted by multiplying by the applicable Pay Factor listed in the table below. The price for this work shall include the completed sign, metal sign post(s), span-mounted sign brackets and mast arm-mounted brackets, mounting hardware, including reinforcing plates, field testing, restoration and replacement of defective base post(s), and all materials, equipment, and work incidental thereto.

Pay Factor Scale: Work shall be considered defective whenever the base post length or base post embedment depth is less than the specified length by more than 2 inches. If the number of defects results in rejection, the Contractor shall remove and replace all metal sign base posts on the Project, at no cost to the Department.

Number of Posts to be Tested and Pay Factors (Based on Number of Defects)

Number of Posts in Project =>	51-100	101-250	251-1000	>1000
Sample Size=>	5 Posts	10 Posts	40 Posts	60 Posts
0 Defects	1.0	1.0	1.025	1.025
1 Defect	0.9	0.95	0.975	0.983
2 Defects	Rejection	0.9	0.95	0.967
3 Defects	Rejection	Rejection	0.925	0.95
4 Defects	Rejection	Rejection	0.9	0.933
5 Defects	Rejection	Rejection	Rejection	0.917
6 Defects	Rejection	Rejection	Rejection	0.9
7 or more Defects	Rejection	Rejection	Rejection	Rejection

Note: Projects with 50 or fewer posts will not include field testing.

ITEM #1301964A – 18" DUCTILE IRON CASING WITH 12" WATER MAIN

Description:

This item consists of assembling 20 feet of 12" ductile iron water main on-site within a 16 foot length of 18" Class 52 ductile iron casing, sealing either end of the casing pipe with a linked pipe seal system and 45° bends with pipe extensions capped with temporary blow offs to allow pretesting prior to installation. The Aquarion (AWC) Contractor shall provide assistance to the Town's Contractor who will excavate for and place the sealed system below the proposed Witkowski Brook culvert, embedding the ductile iron casing in fill concrete below the crushed stone backfill for the culvert. The work required is shown on the Aquarion Water Main Relocation Plans and Details and shall be completed as directed by the Aquarion Representative.

This item also includes the installation of bends, caps, air vents and any other fittings required before the sealed system is placed below the river culvert.

Materials:

Ductile iron casing pipe for this item of work shall be Class 52 ductile iron or approved equal as supplied by Aquarion. Pipe and elbows with TR FLEX joints will be provided where required.

The InnerLynx pipe seals and casing spacers supplied by Aquarion will be of sufficient size and quantity to properly seal the casing pipe and fully support the water main centered within the casing.

The fill concrete supplied by the Town's Contractor shall be 2,500 psi minimum.

Construction Methods:

The ductile iron casing pipe, elbows, pipe caps, casing spacers and water main materials will be supplied to the AWC Contractor for assembly at the project site. The installation below the proposed river culvert will be completed by the Town's Contractor. Proper and suitable tools and equipment for safe and convenient handling and laying of the pipe shall be used and care shall be taken to prevent the pipe or casing from being damaged. Aquarion Water Co. will fill, disinfect and pressure test the assembled unit. Following repair of any leakage by the AWC Contractor, the water main - ductile iron casing assembly shall be lifted from the assembly site by the Town's Contractor as directed by the Aquarion Representative for placement in the trench below the proposed culvert.

Should either Contractor damage the water main or casing during installation it shall be repaired at no expense to the Town or Aquarion.

The Town's Contractor shall take all necessary precautions to prevent water and debris from entering the casing pipe during installation of the pipeline below the box culvert.

As soon as practicable after the casing pipe has been laid, the trench shall be refilled to a level 6-inches above the top of the pipe with fill concrete and bedding material as shown on the drawings. Bedding material is to be deposited in layers no more than six inches in depth and compacted to the satisfaction of the Engineer and the Aquarion Representative before the next layer is deposited. There will be no additional payment for any borrow required to refill to the bottom of trench level. Special care shall be taken to consolidate the bedding material under the pipe and the work of refilling shall be done in a manner which will prevent subsequent settlement and injury to the pipe.

The trench shall be backfilled in accordance with the Aquarion Details. Suitable material used to replace any unsuitable material shall conform to the Aquarion Details. The payment lines for this work shall be considered as vertical lines at the capped 45° bends; 12 inches beyond the outside of the barrel of the casing pipe on each side; horizontal lines at a level 6-inches above and below the casing pipe; and from subgrade level to 12 inches above the pipe for the bedding material.

Method of Measurement:

This work will not be measured for payment, but will be paid for at the lump sum price bid by the AWC Contractor and the lump sum price bid by the Town's Contractor. The final product shall be a complete installation, bedded in concrete, accepted by Aquarion and backfilled as required.

Basis of Payment:

Payment for this work will be made at the contract lump sum price bid for "18" Ductile Iron Casing with 12" Water Main", complete in place, which price shall include the assembly of the water main within the casing pipe, any necessary or required fittings, all excavation, fill concrete, stone bedding, backfill, labor and equipment incidental to the installation thereof.

<u>Pay Item</u>	<u>Pay Unit</u>
18" Ductile Iron Casing with 12" Water Main	L.S.

ITEM #1302051A – RESET VALVE BOX (WATER MAIN)

Description: This work shall consist of removing and resetting, adjustment and re-installation of water main valve boxes as directed by the Aquarion Water Company of Connecticut. The Aquarion Water Company shall be notified prior to any work on or around the water facility.

Materials: Contractor shall re-use existing stone from the project site. Mortar material shall conform to the requirements of Article M.11.04. The Contractor shall provide any additional stone material (if required) that resemble as close as possible the existing stone size and shape as approved by the Engineer. The Aquarion Water Company shall furnish valve boxes for installation and adjustment to final grade.

Construction Methods: Water gate boxes and any associated appurtenances shall be carefully removed, re-installed, reset and adjusted to the final grade. The contractor shall have **Aquarion Water Company** operate all valves to demonstrate the proper operation of any associated water facilities to the satisfaction of the Engineer and the **Aquarion Water Company**. All gate boxes shall be left free of all debris or matter that may interfere with the proper operation of the associated water facilities. Valve boxes shall be installed vertically, centered over the operating nut, and elevation of the top shall conform to the finished grade of roadway or other surrounding surface.

Method of Measurement: This work will be measured for payment by the actual number of valve boxes to be reset, accepted by the Engineer and the by Aquarion Water Company.

Basis of Payment: This work will be paid for at the contract unit price each for "Reset Valve Box (Water Main)", which price shall include all work, equipment, labor and incidentals required accomplishing the work required under this item.

<u>Pay Item</u>	<u>Pay Unit</u>
Reset Valve Box (Water Main)	ea.

ITEM # 1700001A – SERVICE CONNECTIONS (ESTIMATED COST)

Description: This work shall consist of disconnection, alteration and reconnection of those existing utility services owned by property owners at locations necessary to complete this project and as ordered by the Engineer. This work shall include the coordination with the affected utility companies and customers. Any damage caused by the Contractor or Subcontractors, as determined by the Engineer, shall be corrected by the Contractor in accordance with this specification.

Materials: All materials shall be provided by the Contractor and shall meet the current standards of the affected service.

Construction Methods: The Contractor shall perform all work in coordination with the Utility Company and affected property owner and as directed by the Engineer. Certain work may require use of a licensed and/or certified tradesman when such work is required by local and/or state codes.

Any utility customer's service interruption shall be done in a way that minimizes adverse impacts to the customer and affected utility.

Any work and materials supplied by the utility companies shall be on a billable basis to the Contractor.

Method of Measurement: The work and materials shall be measured for payment as provided for under Article 1.04.05 Extra Work.

The sum of money shown on the estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the price bid even though payment will be made only for actual work performed. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded and the original price will be used to determine the total amount for the contract.

Corrective work required to repair damage caused by the Contractor or its Subcontractors shall not be measured for payment.

Basis of Payment: This work will be paid as Extra Work.

Pay Item
Service Connections (Estimated Cost)

Pay Unit
Estimated Cost

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATIONS FOR
ROADS, BRIDGES AND INCIDENTAL
CONSTRUCTION FORM 817, 2016**

The Supplemental Specifications for Roads, Bridges and Incidental Construction Form 817, 2016 can be found at the following link:

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

APPENDIX A

CONSTRUCTION CONTRACTS –

REQUIRED PROVISIONS INCLUDING

PREVAILING WAGE RATES

Construction Contracts - Required Contract Provisions (State Funded Only Contracts)

Index

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
2. Contractor Work Force Utilization / Specific Equal Employment Opportunity
3. Contract Wage Rates
4. Americans with Disabilities Act of 1990, as Amended
5. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List - Limitation on Awarding Contracts
 - c. Construction Safety and Health Course
 - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
 - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
7. Executive Orders (State of CT)
8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
9. Whistleblower Provision
10. Connecticut Freedom of Information Act
 - a. Disclosure of Records
 - b. Confidential Information
11. Service of Process
12. Substitution of Securities for Retainages on State Contracts and Subcontracts
13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
14. Forum and Choice of Law
15. Summary of State Ethics Laws
16. Audit and Inspection of Plants, Places of Business and Records
17. Campaign Contribution Restriction

18. Tangible Personal Property
19. Bid Rigging and/or Fraud – Notice to Contractor
20. Consulting Agreement Affidavit

Index of Exhibits

EXHIBIT A – Title VI Contractor Assurances (page 13)
EXHIBIT B – Contractor Work Force Utilization / Equal Employment Opportunity (page 14)
EXHIBIT C – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 17)
EXHIBIT D - Campaign Contribution Restriction (page 25)
EXHIBIT E - State Wage Rates (Attached at the end)

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

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit A, all of which are hereby made a part of this Contract.

2. Contractor Work Force Utilization / Equal Employment Opportunity

- (a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

3. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

4. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

5. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

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

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

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

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

7. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to “minority business enterprises” in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or

understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56;

and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.”

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

<http://www.ct.gov/opp/cwp/view.asp?a=2982&Q=390928>

9. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

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

10. Connecticut Freedom of Information Act

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

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, e.g., Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

11. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

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

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

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

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit C, and hereby made part of this Contract.

14. Forum and Choice of Law

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

15. Summary of State Ethics Laws

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

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

17. Campaign Contribution Restriction

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

18. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

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

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free “HOT LINE” telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The “HOT LINE” telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

20. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

EXHIBIT A

TITLE VI CONTRACTOR ASSURANCES

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

EXHIBIT B**CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY****1. Project Workforce Utilization Goals:**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the Appendix A below.

STATE FUNDED PROJECTS (only)
APPENDIX A
(Labor Market Goals)

LABOR MARKET AREA GOAL **Minority**
Female

Bridgeport 6.9%			14%
Ansonia	Beacon Falls	Bridgeport	Derby
Easton	Fairfield	Milford	Monroe
Oxford	Seymour	Shelton	Stratford
Trumbull			
Danbury 6.9%			4%
Bethel	Bridgewater	Brookfield	Danbury
Kent	New Fairfield	New Milford	Newtown
Redding	Ridgefield	Roxbury	Sherman
Washington			
Danielson 6.9%			2%
Brooklyn	Eastford	Hampton	Killingly
Pomfret	Putnam	Scotland	Sterling
Thompson	Voluntown	Union	Woodstock
Hartford 6.9%			15%

Andover	Ashford	Avon	Barkhamsted
Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

Lower River	2%
6.9%	

Chester	Deep River	Essex	Old Lyme
Westbrook			

New Haven	14%
6.9%	

Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

New London	8%
6.9%	

Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		

Stamford	17%
6.9%	

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington	2%
6.9%	

Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon
Torrington	Warren		

Waterbury 6.9%			10%
Bethlehem	Middlebury	Naugatuck	Prospect
Southbury	Thomaston	Waterbury	Watertown
Wolcott	Woodbury		

EXHIBIT C

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

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

- (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
- (2) “Business Associate” shall mean the Contractor.
- (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

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individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

- (l) Term and Termination.
 - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination
 - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

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HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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EXHIBIT E

(state wages will be inserted here)

Project: Reconstruction Of Moosehill Road

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

ID#: H 25009

**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: Trumbull

FAP Number:

State Number:

Project: Reconstruction Of Moosehill Road

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	31.66
2) Carpenters, Piledrivermen	32.60	25.34

As of:

Tuesday, July 10, 2018

Project: Reconstruction Of Moosehill Road

2a) Diver Tenders	32.60	25.34
<hr/>		
3) Divers	41.06	25.34
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03a) Millwrights	33.14	25.74
<hr/>		
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	49.75	21.05
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4a) Painters: Brush and Roller	33.62	21.05
<hr/>		
4b) Painters: Spray Only	36.62	21.05
<hr/>		
4c) Painters: Steel Only	35.62	21.05
<hr/>		

As of:

Tuesday, July 10, 2018

Project: Reconstruction Of Moosehill Road

4d) Painters: Blast and Spray 36.62 21.05

4e) Painters: Tanks, Tower and Swing 35.62 21.05

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) 38.82 26.25+3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 35.47 35.14 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 42.62 31.21

----LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 30.05 20.10

As of:

Tuesday, July 10, 2018

Project: Reconstruction Of Moosehill Road

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen 30.30 20.10

10) Group 3: Pipelayers 30.55 20.10

11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators 30.55 20.10

12) Group 5: Toxic waste removal (non-mechanical systems) 32.05 20.10

13) Group 6: Blasters 31.80 20.10

Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe) 31.05 20.10

Group 8: Traffic control signalmen 16.00 20.10

As of:

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Project: Reconstruction Of Moosehill Road

Group 9: Hydraulic Drills	29.30	18.90
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----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	20.10 + a
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13b) Brakemen, Trackmen	31.28	20.10 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	31.28	20.10 + a
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15) Form Erectors	31.60	20.10 + a
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Project: Reconstruction Of Moosehill Road

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

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers 31.28 20.10 + a

17) Laborers Topside, Cage Tenders, Bellman 31.17 20.10 + a

18) Miners 32.22 20.10 + a

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

18a) Blaster 38.53 20.10 + a

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge
Tenders 38.34 20.10 + a

As of:

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Project: Reconstruction Of Moosehill Road

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts 36.41 20.10 + a

21) Mucking Machine Operator 39.11 20.10 + a

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

Two axle trucks 29.13 23.33 + a

Three axle trucks; two axle ready mix 29.23 23.33 + a

Three axle ready mix 29.28 23.33 + a

Four axle trucks, heavy duty trailer (up to 40 tons) 29.33 23.33 + a

As of:

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Four axle ready-mix	29.38	23.33 + a
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Heavy duty trailer (40 tons and over)	29.58	23.33 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	23.33 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.55	24.05 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.05 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.05 + a
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As of:

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Project: Reconstruction Of Moosehill Road

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper) 38.10 24.05 + a

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrel) 37.51 24.05 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 37.51 24.05 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 37.20 24.05 + a

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel). 36.86 24.05 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 36.46 24.05 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). 36.03 24.05 + a

As of:

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Project: Reconstruction Of Moosehill Road

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	33.99	24.05 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	33.99	24.05 + a
Group 12: Wellpoint Operator.	33.93	24.05 + a
Group 13: Compressor Battery Operator.	33.35	24.05 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	32.21	24.05 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.80	24.05 + a
Group 16: Maintenance Engineer/Oiler	31.15	24.05 + a

As of:

Tuesday, July 10, 2018

Project: Reconstruction Of Moosehill Road

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 35.46 24.05 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). 33.04 24.05 + a

**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician 48.19 6.5% + 22.00

21) Heavy Equipment Operator 42.26 6.5% + 19.88

22) Equipment Operator, Tractor Trailer Driver, Material Men 40.96 6.5% + 19.21

As of:

Tuesday, July 10, 2018

Project: Reconstruction Of Moosehill Road

23) Driver Groundmen 26.50 6.5% + 9.00

23a) Truck Driver 40.96 6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen 30.92 6.5% + 9.70

25) Groundmen 22.67 6.5% + 6.20

26) Heavy Equipment Operators 37.10 6.5% + 10.70

27) Linemen, Cable Splicers, Dynamite Men 41.22 6.5% + 12.20

As of:

Tuesday, July 10, 2018

Project: Reconstruction Of Moosehill Road

28) Material Men, Tractor Trailer Drivers, Equipment Operators 35.04 6.5% + 10.45

As of:

Tuesday, July 10, 2018

Project: Reconstruction Of Moosehill Road

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As of:

Tuesday, July 10, 2018

Project: Reconstruction Of Moosehill Road

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

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

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

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

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

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

As of:

Tuesday, July 10, 2018

APPENDIX B

CONTRACT PERMITS

**TOWN OF TRUMBULL
INLAND WETLANDS AND
WATERCOURSES COMMISSION
PERMIT APPROVAL LETTER
WITH CONDITIONS**



March 15, 2018

HAND DELIVERED

Town of Trumbull
5866 Main Street
Trumbull, CT 06611

Dear Town of Trumbull:

RE: Application 18-03 Town of Trumbull- Permit approval to widen road, drainage improvements, grading, tree removal, landscaping and other activities associated with reconstruction of Moose Hill Road within a regulated area near #20, #31 and #67 Moose Hill Road.

The subject application, at a regular meeting held March 6, 2018 was reviewed by the Inland Wetlands and Watercourses Commission for approval to widen road, drainage improvements, grading, tree removal, landscaping and other activities associated with reconstruction of Moose Hill Road within a regulated area near #20, #31 and #67 Moose Hill Road.

The application was **APPROVED** subject to the attached General, Site Specific and Additional conditions as established by the Commission.

Said action has been fixed to become effective on March 30, 2018 and a copy thereof has been filed and recorded in the Office of the Town Clerk.

Inland Wetlands and Watercourses Commission

Richard H. Girouard, Sr.

Richard H. Girouard, Sr., Chairman
RHG/cl

cc: Town Clerk, Town Engineer, Building Department, Planning & Zoning

INLAND WETLANDS AND WATERCOURSES COMMISSION

Town of Trumbull

CONNECTICUT

www.trumbull-ct.gov

TOWN HALL
5866 Main Street
Trumbull, CT 06611

TELEPHONE
Phone: 203-452-5046
Fax: 203-452-5061

APPLICATION 18-03TOWN OF TRUMBULLSECTION I. IWWC GENERAL CONDITIONS**ALL INLAND WETLANDS PERMITS ARE SUBJECT TO THE FOLLOWING**

- 1.1. This permit may be revoked if the permittee exceeds the conditions or limitations of this permit or has secured this permit through deception of inaccurate information. The permit expires within five (5) years of its issuance, unless the time period is extended by the Inland Wetlands and Watercourses Commission.
- 1.2. The application as approved is subject to Town Administrative Policy for Stormwater management and Drainage Design Standards.
- 1.3. Notification to the Town shall be made 48 hours prior to commencement.
- 1.4. Land disturbance shall be kept to a minimum and re-stabilization must be scheduled as soon as possible. Temporary seeding or permanent hydro-seeding should take place immediately upon completion of grading.
- 1.5. All erosion and sedimentation control measures must be constructed in accordance with the standards and specifications of the 2002 "Connecticut Guidelines for Soil Erosion and Sediment Control" and the Connecticut Stormwater Quality Manual 2004 as amended from time to time. Site development shall not begin unless the soil erosion and sedimentation measures are installed and functional. All control measures shall be maintained in effective condition to ensure the compliance with the approved plan.
- 1.6. The applicant shall immediately inform the Town Engineer and/or his Agent of problems involving sedimentation, erosion, downstream siltation, or any unexpected adverse impacts, which develop in the course, or are caused by, the work.
- 1.7. Any and all necessary additional permits (i.e., Building, P&Z, WPCA, Engineering, etc.) required are the applicant's responsibility.
- 1.8. All plants proposed in regulated area shall be non-invasive plants native to Connecticut. See CT DEEP Stormwater Manual for a list of acceptable species. See the 2014 Connecticut Invasive Plan list for a complete list of unacceptable invasive species.

SECTION II. IWWC SITE SPECIFIC CONDITIONS OF APPROVAL

- 2.1. Erosion controls are to be inspected by the applicant and/or his Contractor weekly, and after rain events, and all deficiencies must be remediated within twenty-four (24) hours of discovery.

2.2. No construction activity, storage of vehicles, equipment and materials is permitted outside of approved Limits of Disturbance.

2.3. All invasive plants in regulated area shall be removed as directed by the Commission.

2.4. All tree stumps to remain unless specifically approved by the Commission.

2.5. All new plantings shall have a survivability period of one (1) year minimum, or as determined by the Town Tree Warden and/or his Agent.

2.6. Permanent demarcation of property line and/or wetland limits shall be marked with IWWC placards and/or other monuments at intervals of, not more than 30 feet apart, or at the discretion of the IWWC Commission and/or his Agent.

2.7. Absolutely no material, including dead and/or removed vegetation, stumps, or other debris, shall be deposited or buried in any wetland, watercourse, or regulated area, unless explicitly authorized by the Inland Wetlands and Watercourses Commission.

2.8. A certified copy of the recorded Conservation easement must be submitted.

2.9. The use of organic fertilizers is strongly encouraged.

POOLS

2.10. A detailed backwash plan and release prevention plan shall be created by the Applicant and approved by the Town Engineer and/or his Agent.

2.11. Pool water backwash shall be into a drywell.

2.12. For complete pool drainage, the pool water shall be trucked off site.

2.13. Pool water shall not be discharged into a wetland, watercourse or directly into the town storm water drainage system.

SECTION III. ADDITIONAL CONDITIONS

3.1. Replace all White Spruces with Swamp Red Maples and White Pines.

3.2. _____

3.3. _____

3.4. _____

3.5. _____

3.6. _____

3.7. _____

3.8. _____

3.9. _____

3.10. _____

**AQUARION WATER COMPANY –
REVOCABLE LICENSE AGREEMENT
RIGHT OF ENTRY PERMIT**

REVOCABLE LICENSE AGREEMENT
RIGHT OF ENTRY PERMIT
TOWN OF TRUMBULL
MOOSEHILL ROAD RECONSTRUCTION

With reference to those certain portions of certain parcels of land, being Town of Trumbull Assessor Parcel Nos. G-01-02, G-01-05, and G-01-10, owned by the undersigned, **AQUARIION WATER COMPANY OF CONNECTICUT** ("Aquarion"), located on Moosehill Road and Deep Gorge Road in Town of Trumbull, Connecticut (the "Licensed Premises"), as shown on a map entitled, "Reconstruction of Moose Hill Road," prepared by Luchs Consulting Engineers (the "Plan" or "Plans"), the right to enter thereon (the "License/Permit") is hereby granted by Aquarion to the **TOWN OF TRUMBULL** ("Trumbull"), its agents and contractors, in connection with the reconstruction of a portion of Moosehill Road and the construction of certain permanent stormwater drainage improvements upon the Licensed Premises.

Aquarion hereby grants permission to Trumbull, its agents and contractors, to enter upon Aquarion's property, the Licensed Premises, as illustrated on the Plans, in connection with the reconstruction of a portion of Moose Hill Road and the construction of permanent stormwater drainage improvements, for the specific purposes of:

1. Installing environmental controls, consisting of: (a) a temporary flow diversion dam on Witkowski Brook; (b) a temporary by-pass pipe, scour hole, and pump discharge basin for diverting the water of Witkowski Brook; (c) siltation fencing and related soil erosion control devices;
2. Removing the existing 24" and 30" culverts, consisting of: (a) installing a temporary earth retaining system; (b) removing the existing culverts, (c) relocating the gas and water mains within the Town R.O.W.; and (d) excavating and stockpiling streambed material;
3. Building the new low concrete box culvert, consisting of: (a) replacement of the streambed material and installation of the concrete box culvert with 6" of gravel streambed inside the box; (b) construction of the culvert wing walls and parapet; (c) installation of permanent stormwater discharge pipes and rip rap splash pads;
4. Restoration of the Licensed Premises, consisting of: (a) removal of temporary flow diversion dam, by-pass pipe, scour hole, pump discharge basin, and siltation control devices; (b) regrading and seeding of slopes east of new culvert and wing walls; (c) removal of invasive plant species and planting of new plant stock;
5. Maintenance of the new catch basins, hydrodynamic separators, stormwater drainage pipes, and rip rap splash pads.

This License/Permit is granted by Aquarion to Trumbull pursuant to the terms and conditions contained within Connecticut Department of Public Health Water Company Land Permit No. WCL 2017-030, attached hereto and made a part hereof as Schedule A.

This License/Permit may be revoked by Aquarion if Trumbull fails to demonstrate good-faith efforts to comply with the provisions contained herein within fifteen (15) days of the

date of Aquarion's written notice to Trumbull of its non-compliance with same, or if Aquarion finds, in its sole discretion, that it is necessary for the protection of the public water supply, which finding shall not be unreasonably made.

Trumbull, its agents and contractors, agrees to undertake the construction activities described above and illustrated on the Plans on or adjacent to Aquarion's property, the Licensed Premises, during dry weather periods and to employ accepted Best Management Practices, a copy of which is attached hereto and made a part hereof as Schedule B, as a management tool for protecting the public water supply watershed located adjacent to the Licensed Premises.

Aquarion shall have the right to conduct daily inspections of Trumbull's work on or adjacent to the Licensed Premises in order to ensure that the road is being reconstructed in accordance with the Plans, that Best Management Practices are being observed, that the purity of the public water supply is being safeguarded, and that the Licensed Premises is being left in a clean, workman-like condition at the end of each work day.

Aquarion shall have the right to order a halt to Trumbull's work if it determines, in its sole judgment, that the provisions herein stipulated are not being observed or that unforeseen conditions require that measures be taken to mitigate contamination of the public water supply. In this regard, Aquarion shall have the right to order Trumbull, its agents and contractors, to stop working and take such actions or put in place such measures, at Trumbull's sole expense, that Aquarion shall determine to be necessary and efficacious for the purpose of protecting the purity of the public water supply before work is allowed to resume. Aquarion shall have the right to undertake such protective actions or measures on its own, at Trumbull's sole expense, in the event Trumbull, its agents and contractors, should fail to do so or should fail to do so within a reasonable period of time.

With respect to the work to be done by the agents and contractors of Trumbull on Aquarion's property, the Licensed Premises, Trumbull shall require such agents and contractors to carry insurance on behalf of Aquarion, explicitly naming Aquarion a party insured, the limits of coverage of which shall conform with Aquarion's "Aquarion Water Company of Connecticut Insurance Requirements for Permit Holder's Contractors," a copy of which is attached hereto and made a part hereof as Schedule C, and provide Aquarion a certificate of insurance for said coverage prior to the commencement of any work by Trumbull on Aquarion's property.

Trumbull, its agents and contractors, shall notify Aquarion in the event that weather conditions create an increase in water flows, thereby requiring an expansion, modification, or relocation of siltation or water flowage controls, or if Trumbull determines that dewatering techniques or amendments thereto are necessary. Aquarion shall then notify the State of Connecticut Department of Public Health and oversee such measures taken by Trumbull to ensure that Best Management Practices are adhered to and that the public water supply is adequately protected.

Trumbull, its agents and contractors, shall retain a hazardous material contractor and provide Aquarion the name of said contractor, which will be responsible for removing used spill

response material in the event of an accidental spill during construction or maintenance activities.

Trumbull, its agents and contractors, shall repair and refuel construction vehicles in an area approved by Aquarion.

Trumbull, its agents and contractors, shall take all necessary steps to prevent construction debris from entering into a wetland, watercourse, or Witkowski Brook running through the Licensed Premises, as provided in Section 3 of Schedule B, and disposal of said debris shall be off of the watershed of the public water supply, as provided in Section 6 of Schedule B.

Trumbull, its agents and contractors, agrees to notify Aquarion immediately in the event of an accidental introduction into said Witkowski Brook of debris, sediment, oil, gasoline, other hazardous materials or machinery so that Aquarion may ensure that proper steps are taken in order to protect the purity of the public water supply.

Trumbull agrees to comply with each and every provision of this Revocable License Agreement/Right-of-entry Permit and to abide by all federal, state, and municipal statutes, regulations, and local ordinances regulating activities in or nearby inland wetlands and watercourses and to report immediately any violation of any provision of this License/Permit or said statutes, regulations, and ordinances involving the work being done hereunder to Aquarion and the Connecticut Department of Public Health.

Trumbull further agrees that, upon completion of the work in accordance with this Revocable License Agreement/Right-of-entry Permit, to restore the areas of disturbance on or adjacent to Aquarion's property, the Licensed Premises, to a stabilized, clean, and workman-like condition.

Trumbull agrees to notify Aquarion two (2) weeks prior to the start of any work on or adjacent to Aquarion's property and upon completion of said work.

This License/Permit is granted to Trumbull without prejudice to any right Aquarion may have under the law with respect to damages that may occur to its property or the public water supply.

The temporary provisions of this License/Permit shall take effect on the date it is executed by Aquarion and shall terminate with respect to the initial construction of the improvements on the 10th day of May, 2019.

This License/Permit shall remain in effect with respect to future maintenance or repair of the stormwater discharge pipes, BMP's, and rip rap splash pads to be located on Aquarion's property, the Licensed Premises, adjacent to Witkowski Brook for an indefinite period of time, provided Trumbull complies with the terms and procedures described herein.

Failure by Trumbull to comply with the terms of this License/Permit shall be grounds for Aquarion to require compliance or to revoke this License/Permit after written notice to Trumbull, as hereinabove described, if Aquarion should find, in its sole discretion, reasonably exercised, that

it is necessary for the protection of the public water supply.

Trumbull agrees that any contractors hired by it, or on behalf of it, to perform any of the activities described herein shall comply with the terms of this License/Permit.

Any notice required or permitted to be given or delivered under this License/Permit shall be in writing and shall be deemed for all purposes to have been given or delivered as the case may be if hand-delivered or mailed via registered or certified mail, postage prepaid, return receipt requested addressed to:

(a) If to Aquarion:

Ms. Elizabeth Camerino-Schultz
Director of Real Estate
Aquarion Water Company of Connecticut
835 Main Street
Bridgeport, CT 06604
Telephone: 203-336-7632

(b) If to the Town of Trumbull:

Frank Smeciglio, PE
Town of Trumbull
5866 Main Street
Trumbull, CT 06611
Telephone: 203-452-5050

(c) If to the Connecticut Department of Public Health:

Ms. Lori Mathieu
Public Health Services Manager
State of Connecticut
Department of Public Health
Drinking Water Section
410 Capitol Avenue
MS #51 WAT
Box 340308
Hartford, CT 06134-0308
Telephone: 860.509.8000

Signed, Sealed and Delivered in the presence of

Witnesses:

(L.S.)

**AQUARION WATER COMPANY
OF CONNECTICUT**

By

Donald J. Morrissey,
Executive Vice President & Chief
Financial Officer

(L.S.)

Witnesses:

Alicia Altobelli
(L.S.) Alicia Altobelli

TOWN OF TRUMBULL

By Vicki A. Tesoro
Vicki A. Tesoro
First Selectman

Kathleen McGannon
(L.S.) Kathleen McGannon

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: Bridgeport

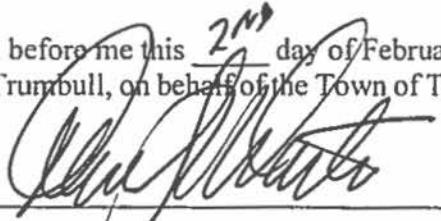
The foregoing instrument was acknowledged before me this _____ day of February, 2018,
by Donald J. Morrissey, Executive Vice President and Chief Financial Officer of Aquarion Water
Company of Connecticut, a Connecticut Corporation, on behalf of the corporation.

Notary Public

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: Trumbull

The foregoing instrument was acknowledged before me this 2nd day of February 2018,
by Vicki A. Tesoro, First Selectman of the Town of Trumbull, on behalf of the Town of Trumbull,
Connecticut.


Commissioner of the Superior Court

Notary Public

My Commission expires: 11/30/21

SCHEDULE A
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH



Raul Pino, M.D., M.P.H.
Commissioner

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Drinking Water Section
Water Company Land Permit

DWS Project: 2017-0293
Permit No.: WCL2017-030

Pursuant to the provisions of Section 25-32(b) of the Connecticut General Statutes and Sections 25-37c-1 et seq. and 25-37d-1 et seq. of the Regulations of Connecticut State Agencies, and in accordance with the application received on December 21, 2017, the Aquarion Water Company (PWSID #CT1500011) is authorized to change the use of 0.083 acres of Class I water company owned land associated with Isinglass Reservoir for the reconstruction of Moosehill Road in Trumbull. This change of use of Class I land will protect adequacy and purity of the water supply by improving the storm drainage system and hydrodynamic separator, as a result, improving stormwater quality discharge into Witkowski Brook; a tributary of Isinglass Reservoir. ("Reconstruction of Moosehill Road, 1"= 20', September 14, 2017)

The conditions noted in attached Schedule 1 are herein accepted by the Aquarion Water Company pursuant to Section 25-37d-8 of the Regulations of Connecticut State Agencies.

In evaluating this application, the Department of Public Health has relied on information provided by the Aquarion Water Company in rendering this decision and that all parties which will carry out the terms of the agreement will abide by those terms for the present and future protection of the existing water supply reservoir. All activities associated with this application will be consistent with all Federal, State, and local laws. However, if such information subsequently proves to be incomplete, inaccurate, false and/or deceptive, this permit may be modified, suspended, or revoked. This permit may also be suspended or revoked if it is found that any condition has been violated or if such action is necessary to maintain the purity and adequacy for the water supply. Any expansion, modification, or relocation may require a revised permit.

1/12/2018

Date

Lori J. Mathieu
Public Health Section Chief
Department of Public Health

1/24/2018

Date

Elizabeth Camerino-Schultz
Director of Real Estate
Aquarion Water Company



Phone: (860) 509-7333 • Fax: (860) 509-7359
410 Capitol Avenue, MS#12DWS, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph
Affirmative Action/Equal Opportunity Employer



SCHEDULE 1

1. Any expansion, modification, or relocation of facilities may require a revised permit.
2. The project shall be constructed in accordance with the application received by the Drinking Water Section on December 6, 2017.
3. All activities shall be confined to the Class I water company land identified, staked prior to the project, and pertain to the project indicated in the permit application.
4. Any agreements entered into by the Aquarion Water Company and any outside contractor or other parties for this project shall reference this permit and all conditions contained herein, as well as best management provisions submitted as part of the application.
5. The Aquarion Water Company or its authorized representative shall provide onsite inspections to assure that the purity and adequacy of the drinking water sources are not placed in jeopardy. Inspections will be conducted multiple times per week until the area is stabilized. These inspections are in addition to the routine inspections conducted throughout construction of the project.
6. All activities shall be conducted during dry weather conditions, pertain to the installation of the project improvements and be confined to the water company land identified in the permit application.
7. Dewatering may be required for the construction of the new stormwater drainage structure. Pursuant to RCSA Section 19-13-B32(j), any discharge from dewatering activities within a public water supply watershed cannot be discharged within one hundred feet (100') from the edge of a watercourse tributary to a drinking water source unless otherwise approved by the State Department of Health. The Contractor shall submit a plan to the Aquarion Water Company for approval showing the location where the wastewater from the dewatering activities will be discharged and how the wastewater will be treated.
8. During construction and until a vegetative cover is reestablished, the project area must be inspected daily and after rainfall to verify erosion control measures are properly maintained.
9. No construction shall take place until erosion and sedimentation controls, are in place. These controls shall be installed, properly functioning, inspected regularly, and remain in place throughout the project.
10. Any malfunction or breakdown of erosion and/or sedimentation control devices or water pollution control devices shall be repaired immediately. Construction activities shall be discontinued until repairs have been completed.
11. Any materials to be placed on site as fill shall be inspected and approved as clean by the Aquarion Water Company or its authorized representative. All fill shall be stabilized to prevent erosion and contained to prevent runoff. The extent of fill or excavation shall be minimized. All fill areas shall be restored and revegetated.
12. Disturbed areas must be seeded or sodded as soon as possible to provide a vegetative cover against erosion. Seed mixtures and erosion control fabric shall be free from any pesticide or herbicide additive or treatment. Fertilizer shall not be applied except for reseeding and shall have a high percentage of its nitrogen be water insoluble and shall be applied sparingly.
13. Spill containment materials, adequate in type and number, shall be available on-site.

SCHEDULE B

BEST MANAGEMENT PRACTICES

1. No construction shall proceed until erosion and sedimentation (E&S) control plans, prepared by the Engineer or Contractor, have been submitted in writing and approved by Aquarion Water Company of Connecticut ("Aquarion") and such controls have been installed as Aquarion directs. Such plans shall be consistent with the Connecticut Council On Soil and Water Conservation document "Connecticut Guidelines for Soil Erosion and Sediment Control," as revised, which is available from the Connecticut Department of Environmental Protection, and with DOT document "On Site Mitigation for Construction Activities," as revised.
2. Refueling or repair and maintenance of equipment or machinery shall take place at a location submitted in writing by the Contractor to Aquarion and approved by Aquarion.
3. No construction shall proceed until a written proposal of methods to prevent construction debris, paint, spent blast materials or other materials from entering a wetland, watercourse or public water supply watershed area has been submitted by the Contractor to Aquarion and approved by Aquarion, and such methods have been implemented as Aquarion directs. These materials shall be collected and disposed of in an environmentally safe manner in accordance with all applicable Federal and State laws and regulations. Aquarion may order the Contractor to cease the conduct of such activity temporarily if, in the judgment of Aquarion, wind or storm conditions threaten to cause the deposit of materials into a waterway.
4. No materials resulting from the construction activities shall be placed in or contribute to the degradation of an adjacent wetland, watercourse or public water supply watershed area. Disposal of any such material shall be in accordance with Connecticut General Statutes, including but not limited to, Sections 22a-207 through 22a-209.
5. Fording of streams with equipment shall be prohibited, except where approved by Aquarion. Such equipment travel shall be minimized. Where frequent equipment travel on stream banks and beds is necessary, washed stone shall be placed to minimize erosion, scour, and turbidity, provided no significant grade change will occur and no significant environmental impact will result. Approval will be required for any haul road or temporary structure to be placed in wetlands or watercourses.
6. All off-site disposal locations for material and debris resulting from the progress of the project shall be submitted in writing by the Contractor to Aquarion, and Aquarion shall determine whether or not such locations are acceptable.

7. A construction sequencing plan and a water handling plan, including a contingency plan for flood events, must be submitted in writing to Aquarion and approved by Aquarion prior to the commencement of any construction in or proximate to a wetland, watercourse or water body. In the case of a watercourse, water shall be kept deep enough in the channel to allow for the passage of fish and for the continuous flow of the watercourse as required by Aquarion.
8. When dewatering is necessary, pumps shall not discharge directly into a wetland, watercourse or water body. Prior to dewatering, the Contractor must submit to Aquarion a written proposal for specific methods and devices to be used and obtain Aquarion's approval of such methods and devices to be used for dewatering activities, including but not limited to, pumping the water into a temporary sedimentation bowl, providing surge protection at the inlet and outlet of pumps, floating the intake of the pump or other methods to minimize and retain the suspended solids. If Aquarion determines that the pumping operation is causing turbidity problems, said operation shall cease until such time as means of controlling turbidity are submitted by the Contractor, approved by Aquarion, and implemented by the Contractor.
9. Work within or adjacent to wetlands, watercourses or water bodies shall be conducted during periods of low flow whenever possible. Aquarion shall monitor flow conditions during the conduct of such work and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation or turbidity. The Contractor shall make every effort to secure the work site before predicted major storms. A major storm shall be defined as a storm predicted by the NOAA Weather Service with warnings of flooding, severe thunderstorms or similarly severe weather conditions or effects.
10. All temporary fill shall be stabilized during use to prevent erosion and suitably contained to prevent sediment or other particulate matter from reentering a wetland, watercourse or water body. All areas affected by temporary fills must be restored to their original contours or as directed by Aquarion and revegetated. The area or extent of temporary fill or excavation shall be confined to that area necessary to perform the work as approved by Aquarion.
11. Seeding is to be accomplished within seven days of reaching an appropriate grade increment as determined by Aquarion. If the Contractor intends to suspend a grading operation for a period of 30 or more consecutive days, the Contractor shall, within the first seven days of the suspension period, accomplish seeding or take such other appropriate measures to stabilize the soil as may be required by Aquarion.
12. Dumping of oil, chemicals or other deleterious materials on the ground is strictly forbidden. The Contractor shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, and other deleterious material. All spills of such materials shall be reported immediately by the Contractor to Aquarion and the DEP.
13. No application of herbicides, pesticides or fertilizer shall be allowed without authorization

of Aquarion. Any allowed applications of herbicides and pesticides must be done by a Connecticut licensed applicator. The Contractor shall submit to Aquarion the proposed applicator's name and license number and must receive Aquarion's approval of the proposed applicator before such application is carried out.

14. During spawning seasons, discharges and construction activities in spawning areas of State waters shall be restricted so as not to disturb or inhibit aquatic species which are indigenous to the waters.
15. If the Contractor wants to make changes in construction operations or scheduling, which would affect the use of or necessity for any pollution controls, before beginning to implement such changes, the Contractor must submit a written proposal detailing them to Aquarion and must receive Aquarion's approval of such changes. As part of the submission, the Contractor must provide a plan showing what erosion and sedimentation controls above and beyond those called for in the plans and specifications would be necessitated by the changes the Contractor proposes to make in the sequence or nature of project construction activities and related operations.
16. The Contractor shall inspect temporary and permanent erosion and sedimentation controls immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall maintain all erosion and sedimentation control devices in a functional condition in accordance with the document "Connecticut Guidelines for Soil Erosion and Sediment Control," as revised, and the DEP document "On Site Mitigation for Construction Activities," as revised. In the event the Contractor fails to maintain such devices in accordance with these documents, and the Contractor does not correct these failures within 24 hours after receipt of written notice of such failures from Aquarion, Aquarion may proceed to remedy specified failures, and the cost thereof will be charged to the Contractor or the party for whom the Contractor is working.

SCHEDULE C

AQUARION WATER COMPANY OF CONNECTICUT

INSURANCE REQUIREMENTS

FOR PERMIT HOLDER'S CONTRACTORS

Permittee shall assume the defense of all claims of whatsoever character against AQUARION WATER COMPANY OF CONNECTICUT ("AWC") and indemnify, save harmless, and insure AWC, its officers, employees, and agents, against all claims arising out of injury or damage to persons, corporations or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damages or not, if such injury or damage is occasioned by Permittee's acts or omissions in connection with its use of AWC's property.

Permittee shall not enter upon AWC's property until all insurance required herein has been obtained and certificates evidencing that such insurance is in force have been delivered to and approved by AWC. Such certificates shall specifically provide that no policy may be changed or cancelled, except upon ten (10) days notice in writing by registered mail to AWC. Certificates of renewal shall then be delivered to AWC at least ten (10) days prior to the expiration of any policy.

The following insurance is required to be maintained in force until the terms of the Permit are satisfactorily completed:

1. Workman's Compensation and Employer's Liability Insurance. If applicable, Permittee shall carry Workman's Compensation and Employer's Liability insurance in form and amount sufficient to comply with the requirements of the laws of the State of Connecticut.
2. Comprehensive Bodily Injury Liability and Property Damage Liability Insurance. Permittee shall carry bodily injury liability with bodily injury limits of at least Two Million (\$2,000,000) Dollars for each accident and property damage liability limits of at least Two Million (\$2,000,000) Dollars for each accident, or combined single limit of coverage of Two Million (\$2,000,000) Dollars commercial general liability coverage per occurrence.
3. Party Insured. The certificate of insurance shall name "Aquarion Company and its Subsidiaries" as the parties insured on behalf of Aquarion Company of Connecticut.

**U.S. ARMY CORPS OF ENGINEERS -
PRE-CONSTRUCTION NOTIFICATION**

July 6, 2018

Alex Kostra, Senior Project Manager
Permits and Enforcement Branch B
U.S. Army Corps of Engineers
696 Virginia Road
Concord, Mass. 01742-2751

Re: Moose Hill Road Reconstruction, Trumbull, CT
NAE-2018-00884
Pre-Construction Notification

Dear Mr. Kostra,

We are submitting a Pre-Construction Notification (PCN) application for the Reconstruction of Moose Hill Road in Trumbull, Connecticut, on behalf of the Town. This PCN is in response to the review of the earlier Self Verification Form for General Permit #19. The Town is reconstructing 3,525 linear feet of the existing Moose Hill Road from Daniels Farm Road to the Shelton Town Line for pavement and safety improvements. As part of that review it was determined that 14 trees larger than 3" DBH were being cleared within wetland areas:

Wetland A	0 trees being cleared
Wetland B	9 trees being cleared (3 at the wetland boundary next to the lawn)
Wetland C	0 trees being cleared
Wetland D	0 trees being cleared
Wetland E	5 trees being cleared

This limited tree clearing would not comply with General Condition #10 of the General Permit due to possible impacts to an Endangered Species; the Northern Long-eared Bat (*Myotis septentrionalis*), specifically to possible bat pups roosting in trees.

The US Fish and Wildlife ECOS-IPaC database was checked and it lists the only Endangered Species potentially in the area as the Northern Long-eared Bat. We reviewed the issue with the Trumbull Engineering Department and it is not possible for the Town to reconstruct Moose Hill Road without impacting most or all of those 14 trees within wetlands.

The Town is proposing that the trees in wetlands be specially identified on the plans, and that a Notice to Contractors will be added to the bid documents stating that "Clearing of any tree three (3) inches diameter at breast height (DBH) or greater will be prohibited between the time of May 15th through August 15th." This would allow the bats, if any are using any of the impacted trees, to complete their pup rearing cycle and leave their nests.

If this is acceptable we would incorporate that Notice to Contractors into the construction specifications and plans, along with any other information that the Corps determines appropriate.

The remainder of the project falls within the requirements for the Self-Verification Form under General Permit #19 for culvert:

1. The total permanent wetland and watercourse impact is 4,450 s.f. which is under 5,000 s.f.. A separate Wetland Impact Table is also enclosed as Section 22: Surface Area of Wetlands. The latitudes and longitudes of each wetland have been added. The cut and fill volumes in each wetland have also been added.
2. The Watershed Area to the culvert location on Witkowski Brook is 309.1 ac. or 0.48 sq. mi. which is less than the 1 sq. mi. (640 ac.) limit.
3. The gradient for the proposed box culvert matches the existing stream bed upstream and downstream of the culvert.
4. The proposed culvert is a single 8 ft. wide x 3.5 ft. high box culvert with the invert set 12 inches below the existing stream bed.
5. The bottom of the proposed box culvert is lined with 12" of Native Streambed Material (sand & gravel with cobblestones) that matches the upstream and downstream streambed.
6. The proposed box culvert, with inlet and outlet protection is designed to pass fish and other wildlife. The inlet apron and outlet pre-formed scour hole use rounded native stone for rip rap to avoid harming fish, and the proposed box culvert will be less prone to clogging with brush and debris than the existing 24" and 30" pipes.
7. The proposed box culvert is designed to pass the 50 Year Storm alleviating chronic flooding problems.

The plan set contains the Cover Sheet for the drawing set, and selected construction drawings that show the proposed regulated activities. An overall drawing: WL-1 Wetland Location Plan, shows the individual wetland locations within the roadway project area, with a Wetland Impact Area table that contains both temporary and permanent areas in wetlands and watercourses.

Landscape Plans L-1 thru L-8 revised thru 7-6-18 showing blow-ups of the wetland areas are also enclosed showing the trees being clearing and the restoration planting proposed. Most of the activities entail minor reconstruction of existing drainage inlets and outfalls, or low roadway fills along the roadside. The Plant Schedule for proposed landscaping is on sheet L-1. Sheets L-2 and L-7 have the bubbles with the proposed seasonal limits for clearing within wetlands.

Drainage Plan D-7 shows the activities near the box culvert, Structural Plan S-1 shows details of the box culvert. Water Handling Plans WH-1 and WH-2 show details for construction of the box

culvert while maintaining stream flow. Approximately 4 to 8 weeks of construction are anticipated for replacing the culverts and relocating utilities.

A copy of the CT DEEP Natural Diversity Database letter dated May 3, 2018 stating that there are no known state-listed species in the proposed project area is attached. Also enclosed is a copy of the US FWS Threatened and Endangered Species Review dated June 18, 2018.

The project has been previously approved by the Trumbull Inland Wetlands and Watercourses Commission, Aquarion Water Company, and the CT Department of Health Services – see Section 26: Permit Status for additional information.

A copy of the letter from the State Historic Preservation Office dated June 20, 2018 is attached stating that an archaeological study has been done and that no historic properties will be affected by the project.

A copy of the CT Addendum is also attached with supporting materials.

The wetlands were originally identified by Richard Snarski; Registered Soils Scientist of New England Environmental Services in 2014, with some supplemental flagging in 2018. The flags were located by the Trumbull Engineering Department survey crew. A brief report is attached.

Please review the attached material and let us if anything else is needed for a PCN submission. If there are any questions please contact either myself, or Frank Smeriglio, P.E., Trumbull Town Engineer. Thank you for your review of the project.

Yours Truly,

Terrance Gallagher
Terrance Gallagher, P.E.
Luchs Consulting Engineers, LLC - Agent for the Project of Trumbull, CT



Enc. Army Corps ENG Form 4345, CT DEEP GP Addendum, SHPO Form & Letter
Attachments
Plan Set

Cc: Danielle Missell, CT DEEP, Inland Water Resources Division
Frank Smeriglio, P.E., Trumbull Engineering Department

Q:\Projects\Luchs Projects\13043 Moose Hill Road\Highways_All_Other_Data\Permits\US - Army Corps\2018_07_06 PCN Application\LTR 13043 MHR Trumbull PCN ACOE 7-6-18.docx

U.S. Army Corps of Engineers (USACE)
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT
33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved -
OMB No. 0710-0003
Expires: 01-08-2018

The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: <http://dpcid.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx>

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
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(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME First - Frank Middle - Last - Smeriglio Company - Town of Trumbull E-mail Address - fsmeriglio@trumbull-ct.gov	8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First - Terrance Middle - Last - Gallagher Company - Luchs Consulting Engineers E-mail Address - tgallagher@luchs.com
6. APPLICANT'S ADDRESS: Address- Town Hall, 5866 Main Street City - Trumbull State - CT Zip - 06611 Country - US	9. AGENT'S ADDRESS: Address- 89 Colony Street City - Meriden State - CT Zip - 06451 Country - US
7. APPLICANT'S PHONE NOS. w/AREA CODE a. Residence b. Business c. Fax 203-452-5050	10. AGENTS PHONE NOS. w/AREA CODE a. Residence b. Business c. Fax 203-379-0320 x 242

STATEMENT OF AUTHORIZATION

11. I hereby authorize,  to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

 SIGNATURE OF APPLICANT

 DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions) Trumbull L144-0001; Moose Hill Road Reconstruction	13. NAME OF WATERBODY, IF KNOWN (if applicable) Witkowski Brook and associated wetlands	14. PROJECT STREET ADDRESS (if applicable) Address From int. of McGuire and Daniels Farm Rd to Shelton line
15. LOCATION OF PROJECT Latitude: +N 41.293685 Longitude: +W -073.2002844	City - Trumbull	State- CT Zip- 06611
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)		
State Tax Parcel ID N/A		Municipality Trumbull
Section -		Township -
Range -		

17. DIRECTIONS TO THE SITE

Traveling northbound on CT-Route 25, take exit 9 for Daniels Farm Road. Turn right onto Daniels Farm Road and continue for 2.5 miles. Daniels Farm Road turns slightly left and becomes Moose Hill Road.

18. Nature of Activity (Description of project, include all features)

The Town is reconstructing 3,525 L.F. of Moose Hill Road, adding shoulders for pedestrian and bicyclist safety, relocating utility poles, regrading shoulders, and replacing the 2 undersized culverts at Witkowski Brook with an 8'x3.5' concrete box culvert with a native streambed bottom.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The project will include improvements to sightlines and stopping sight distances, as well as lessening the debris clogging potential and increase the flood conveyance capacity of the culvert. The proposed road design has crushed stone and edge drains along both sides of the new pavement to drain groundwater from the subgrade; which will correct the existing pavement problems and extend the service life of the new pavement.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

See Attachment

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type
Amount in Cubic Yards

Type
Amount in Cubic Yards

Type
Amount in Cubic Yards

See Attachment

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres See Attachment

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

See Attachment

24. Is Any Portion of the Work Already Complete? Yes No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- See Attachment

City - State - Zip -

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
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See Attachment

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF AGENT

DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguise a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.