City of Meriden, Connecticut

Purchasing Department

Invitation to Bid

For

B021-23

Traffic Signal & Intersection Improvements
State Project No. 0079-0241
Federal Aid Project No. 1079(111)

Meriden, CT

Proposals Due: February 17, 2021 @ 11:00 A.M.

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

THE CONTRACT DOCUMENTS FOR THE CONTRACT
ENTITLED:
PROJECT MANUAL AND SPECIFICATIONS

B021-23
TRAFFIC SIGNAL & INTERSECTION IMPROVEMENTS
MERIDEN, CONNECTICUT

State Project No. 0079-0241
FAP No. 1079(111)

INCLUDES:

LEGAL NOTICE

INFORMATION TO BIDDERS

BID PROPOSAL FORMS

BID FORM
NON-COLLUSIVE BID STATEMENT
FORM OF SURETY GUARANTY
BID BOND
BIDDER'S QUALIFICATION STATEMENT

GENERAL CONDITIONS AND RELATED INFORMATION

SAMPLE FORM OF AGREEMENT
GENERAL CONDITIONS
SUPPLEMENTAL GENERAL CONDITIONS
PERFORMANCE BOND
Form AU-766
CON-100M
DBE SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
PRE-AWARD DBE COMMITMENT APPROVAL REQUEST
AFFIRMATIVE ACTION PROGRAM CERTIFICATION
CONTRACTOR'S PROPOSED PROGRESS CHART
ANTICIPATED SOURCE OF MATERIALS
CERTIFICATE OF COMPLIANCE WITH CGS SECTION 31-57B
CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS
(FHWA FUNDED CONTRACTS)
FEDERAL WAGE RATES
CONNECTICUT WAGE RATES

SECTION A – SPECIAL PROVISIONS

TABLE OF CONTENTS - NOTICES TO CONTRACTOR AND
AMENDED TECHNICAL PROVISIONS

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B021-23
TRAFFIC SIGNAL & INTERSECTION IMPROVEMENTS
STATE PROJECT NO. 0079-0241
FEDERAL AID PROJECT NO. 1079 (111)

The City of Meriden, Engineering Department seeks the services of a contractor for the construction of State Project No. 79-241, Traffic Signal and Intersection Improvements, which includes but is not limited to geometric improvements at two intersections and total replacement/upgrades of existing traffic signals at up to 11 intersections. The prime contractor must be prequalified by the Connecticut Department of Transportation (ConnDOT).

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (www.biznet.ct.gov). "Form 817" Standard Specifications and Supplemental Specifications may be obtained via Connecticut Department of Transportation's website: http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362

Bids will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, eastern standard time on February 17, 2021** at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of ten percent (10%) of the Base Bid amount. A Labor and Material Payment Bond and a Performance bond for One Hundred Percent (100%) of the contract price, with a corporate surety approved by the City of Meriden, will be required of the lowest responsible bidder.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw its bid within sixty (60) days of the date of the bid opening.

The attention of bidders is directed to the requirement for minimum wage rates to be paid under this contract.

This contract is subject to state and federal contract compliance requirements for participation of certified Disadvantaged Business Enterprises (DBE). The goal for DBE participation in this

contract has been established at twelve percent (12%). Only DBE firms certified by ConnDOT are eligible to perform work or provide services that will count toward the goal.

All Bidders shall include with their their bids, a completed "Connecticut Department of Transportation – Pre-Award DBE Commitment Approval Request" and Affirmative Action Program Certification. Failure to do so will result in rejection of the bid.

Bidders are encouraged to attend a non-mandatory Pre-Bid Meeting to be held on February 2, 2021 at 11:00 A.M. This meeting will be conducted virtually using the Microsoft Teams software platform. Parties interested in attending shall request a meeting link via email to meridenpurchasing@meridenct.gov. Please specify "Pre-Bid Meeting B021-23 State Project 79-241" in the email subject line. The City of Meriden cannot guarantee a response to any meeting link requests received after 5:00 P.M. on February 1, 2021.

Adam B. Tulin
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: January 21, 2021

B021-23
TRAFFIC SIGNAL & INTERSECTION IMPROVEMENTS
STATE PROJECT NO. 0079-0241
FEDERAL AID PROJECT NO. 1079(111)
CITY OF MERIDEN, CONNECTICUT

INFORMATION TO BIDDERS

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached proposal bid forms. Bids will be received by the City of Meriden's Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until 11:00 A.M. on February 17, 2021 and thereafter immediately read in public (the "bid opening").

2. BIDS

Bids are to be submitted on the attached proposal forms. Please submit two copies of the proposal forms and Bidder's Qualification Statement. One shall be an original and one can be a copy.

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.

a. Bids must be made out and signed in the Corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
b. The sealed envelope must denote the Bidder's name and address in the upper left hand corner and the words "BID DOCUMENT – B021-23 - Traffic Signal and Intersection Improvements to be opened at 11:00 A.M." in the lower left hand corner.
c. Bids received later than the time and date specified will not be considered.
d. Amendments to or withdrawal of bids received later than the date and time set forth in the bid opening will not be considered.
e. All prices must be in ink or typewritten. In the event of a bidder's mathematical error in tabulating any bid prices, the written unit prices shall govern.
f. **All bidders are required to complete and include the following forms at the time bids are submitted:**
    - Connecticut Department of Transportation – Pre-Award DBE Commitment Approval Request (or detailed Good Faith Effort Documentation)
    - Affirmative Action Program Certification

3. BIDDER QUALIFICATIONS

The Prime Contractor must be prequalified by the Connecticut Department of Transportation under Group No. 13 Traffic Control & Illumination/Electrical. Proof of prequalification must

be provided upon request of the City of Meriden.

In addition, Bidders will be required to fill out, and include as part of its bid, any attached Bidder's Qualification Statement.

In determining the qualifications of a bidder, the City of Meriden will consider the bidder's record of performance in any prior contracts for construction work. The City of Meriden expressly reserves the right to reject a bid if the bidder's historical performance, in the sole opinion of the City of Meriden, has been unsatisfactory in any manner or if the bidder has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, suppliers, or employees.

4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the bidder may familiarize itself with all of the existing requirements, conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any bid document obtained from any other source other than from the City of Meriden. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Any questions about the bid document must be submitted in writing via email to meridenpurchasing@meridenct.gov. Please specify "Bidder Question(s) B021-23 – State Project 79-241" in the email subject line. No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of bids, not later than three (3) days prior to the date fixed for the opening of bids. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such addenda shall not relieve any bidder from any obligations under its bid as submitted.

5. BIDS TO REMAIN OPEN

No bidder may withdraw its bid within sixty (60) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the successful bidder.

6. AWARD OF CONTRACT

Award of Contract will be to the lowest responsive, responsible bidder, **on the basis of the lowest Base Bid, independent of any Bid Alternates.**

The Purchasing Officer reserves the right to make an award on the bid which, by the Purchasing Officer's judgment and recommendation from the Engineering Department following bid evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. BID PROTEST PROCEDURE

In the event that any bidder wishes to protest the potential award of a bid, or any procedure of act in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefore and request a conference with respect thereto. Said protest must be received in the City Purchasing Office within **FIVE (5)** business days after the delivery of bid results or decisions. A conference with respect to said protest shall be scheduled by the Purchasing Officer forthwith and shall be attended by him or his designee and such other persons as the Purchasing Officer and the City Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of dispute. The City shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting bidder forthwith. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

8. ~~CITY OF MERIDEN, LOCAL PREFERENCE~~ **DOES NOT APPLY**

~~In determining the lowest responsible bidder, the Purchasing Department shall also consider Local Preference.~~

~~This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.~~

~~Bidders are specifically advised that the City of Meriden has adopted Section 3-14 of the Code of the City of Meriden which requires, but is not limited to, a local preference requiring, in part, that a "City-based business" shall mean a business with its principal place~~

~~of business located within the boundaries of the City of Meriden. A business shall not be considered a "City-based business" unless evidence has been submitted, satisfactory to the Purchasing Department, with each bid (forms included in bidding documents) to establish that the bidder has a bona fide principal place of business, operates out of, or pays property taxes on personal property in the City of Meriden.~~

~~Any City-based business bidder which has submitted a bid not more than ten (10) percent higher than the low bid provided such City-based business bidder agrees to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than next business day following the opening of the bid. For example, a bid opened at 11:00 a.m. on a Monday must be accepted by the City-based bidder no later than 11:00 a.m. on Tuesday. If more than one City-based business bidder has submitted bids not more than ten (10) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be one of the City-based business bidders which has submitted the lowest bid.~~

~~Bidders claiming status under the local preference are hereby required to submit with its bid an additional form, titled "Request for Status as a Meriden Based Business."~~

9. ~~EXTENSION OF AGREEMENT~~ **DOES NOT APPLY**

~~Thirty (30) days prior to the expiration of the resulting contract, the parties may, by mutual agreement, extend the contract for up to three (3) years. Any extension must be in writing, executed by both parties.~~

10. TIME

Inasmuch as the contract concerns a public improvement, the provisions of the contract relating to the time of performance and completion of the work are of the essence of the contract. Accordingly, the successful bidder/contractor ("Contractor") shall begin work on the day specified in paragraph 2.04 of the General Conditions and shall perform the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See paragraph entitled "Liquidated Damages" of the Agreement between City of Meriden, as owner, and the Contractor.

11. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the Contractor shall work full-time until completion of the Contract.

12. TAXES

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption

certificates will be furnished to the successful bidder.

13. FAIR EMPLOYMENT PRACTICES

The Contractor shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.,* entitled "Discriminatory employment practices prohibited," as amended.

14. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The Agreement for the work will be written on the Agreement between City of Meriden and Contractor, wherein the basis of payment is a stipulated sum.

15. ~~LOCAL SUBCONTRACTORS, SUPPLIERS, etc.~~ **DOES NOT APPLY**

~~Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.~~

16. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT BIDS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

17. NON-COLLUSION BID STATEMENT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Bid Statement, to the effect that the bidder has not colluded with any other person, firm, or corporation in the submission of the bid.

18. SOIL CONDITIONS

The City of Meriden does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Meriden represent that the plans and specifications drawn are based upon any soil data so obtained. The City of Meriden does not make any representations as to the soil data so obtained. The City of Meriden does not make any representations as to the soil conditions to be encountered or as to foundation materials.

19. LOW BIDDER AWARD IN CASE OF A TIE

In the event there are two or more responsive bidders, the decision to award will be based by the following criteria and in the following order:

~~a. The incumbent will be awarded the bid over that of another bidder.~~
~~b. In the case of a multi-item bid, if one bidder has been awarded other items from the same bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.~~
~~c. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.~~
d. By drawing straws with the shortest straw being the low bidder in the case of more than two low bidders are tied.

20. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

21. PERMITS

The Contractor shall be responsible for obtaining any and all necessary permits required by the City of Meriden **or Connecticut Department of Transportation (ConnDOT)** prior to the commencement of work. The Contractor may contact the City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018. ConnDOT Encroachment Permits shall be obtained through the ConnDOT District 1 Maintenance Office, 1107 Cromwell Avenue, Rocky Hill, CT 06067, (860) 258-4516. Any and all permit fees shall be considered as part of the total bid price submitted by the Contractor.

22. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the Contractor shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the Contractor or release Contractor from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

23. INSURANCE

The successful bidder shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

24. CITY HALL CLOSING

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

25. PRE-BID MEETING

Bidders are encouraged to attend a non-mandatory Pre-Bid Meeting to be held on February 2, 2021 at 11:00 A.M. This meeting will be conducted virtually using the Microsoft Teams software platform. Parties interested in attending shall request a meeting link via email to meridenpurchasing@meridenct.gov. Please specify "Pre-Bid Meeting B021-23 State Project 79-241" in the email subject line. The City of Meriden cannot guarantee a response to any meeting link requests received after 5:00 P.M. on February 1, 2021.

26. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This contract is subject to state and federal contract compliance requirements for participation of certified Disadvantaged Business Enterprises (DBE). The goal for DBE participation in this contract has been established at twelve percent (12%). Only DBE firms certified by ConnDOT are eligible to perform work or provide services that will count toward the goal.

Bidders are hereby reminded that the completed "Connecticut Department of Transportation – Pre-Award DBE Commitment Approval Request" (or detailed Good Faith Effort Documentation) as well as the Affirmative Action Program Certification are required to be included with the bid submission. Failure to do so will result in the bid being deemed non-responsive.

END INFORMATION TO BIDDERS

BID FORM

CITY OF MERIDEN

TRAFFIC SIGNAL & INTERSECTION IMPROVEMENTS

TO: Purchasing Department, Room 210
City of Meriden
142 East Main Street
Meriden, Connecticut 06450

FROM:_____
_____
_____
_____

The undersigned, having familiarized (himself, itself, themselves) with the existing conditions on the Project Site affecting the cost of the work, and with the Contract Documents for the TRAFFIC SIGNAL & INTERSECTION IMPROVEMENTS hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents, at and for the unit prices for work in place for the following work items.

The quantity of the units shown below is given for the purpose of determining the Award. The Owner reserves the right to increase or decrease these quantities. Payment to the Contractor will be based on completed measured quantities of these work items.

Unit prices are to be written in both words and figures. In case of discrepancy, the unit Price shown in words will govern.

Participating Items- Base Bid

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201001	Clearing and Grubbing	1	L.S.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0202451A	Test Pit Excavation	12	C.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202513	Removal of Concrete Sidewalk	944	S.Y.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

0202529 Cut Bituminous Concrete Pavement 265 L.F. $_____ $_____

UNIT PRICE IN WORDS _____

_____

0219001 Sedimentation Control System 450 L.F. $_____ $_____

UNIT PRICE IN WORDS _____

_____

0219011 Sedimentation Control System at Catch Basin 37 EA. $_____ $_____

UNIT PRICE IN WORDS _____

_____

0404100A Bituminous Concrete Patching – Full Depth 374 S.Y. $_____ $_____

UNIT PRICE IN WORDS _____

_____

0504009 Railroad Protection (Estimated Cost) 1 EST. $10,000 $10,000

UNIT PRICE IN WORDS Ten Thousand Dollars and no cents _____

_____

0507224 Type "C-L" Catch Basin Top 1 EA. $_____ $_____

UNIT PRICE IN WORDS _____

_____

0507721 Reset Type "C-L" Catch Basin 1 EA. $_____ $_____ UNIT PRICE IN WORDS _____

_____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0686950.10A	Remove Existing Pipe - 0'-10' Deep	8	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813001	5" Granite Stone Curbing	291	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813010A	Removal of Granite Stone Curbing	791	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813011	5" Granite Curved Stone Curbing	248	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0814002	Reset Granite Stone Curbing	116	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0814005	Reset Granite Curved Stone Curbing	99	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0915000	Tree Protection	1	L.S.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921001	Concrete Sidewalk	5,676	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921005	Concrete Sidewalk Ramp	2,818	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0921039	Detectable Warning Strip	35	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0944000	Furnishing and Placing Topsoil	135	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0950005	Turf Establishment	135	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0952001A	Selective Clearing And Thinning	1	LS.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0969062A	Construction Field Office, Medium	20	MO.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0970006	Trafficperson (Municipal Police Officer)	1	EST.	$150,000	$150,000
UNIT PRICE IN WORDS	One Hundred Fifty Thousand and zero cents				
0970007	Trafficperson (Uniformed Flagger)	200	HR.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0971001A	Maintenance and Protection Of Traffic	1	L.S.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0975004	Mobilization and Project Closeout	1	L.S.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0976002	Barricade Warning Lights High Intensity	550	DAY	$_____	$_____
UNIT PRICE IN WORDS	_____				
0977001	Traffic Cone	35	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0978002	Traffic Drum	35	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979003	Construction Barricade Type III	7	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979004A	Construction Barricade Detectable	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0980001	Construction Staking	1	L.S.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0992092A	Remove and Stack Brick Pavers	689	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1001001A	Trenching and Backfilling	3,308	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1001004	Rock in Trench Excavation (0 - 4' Deep)	28	C.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002015	Rock in Foundation Excavation	52	V.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002201A	Traffic Control Foundation Span Pole	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002202A	Traffic Control Foundation Mast Arm	11	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002203	Traffic Control Foundation Pedestal – Type I	38	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002208	Traffic Control Foundation Controller – Type IV	7	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1003902	Pole Removal (Street Light Pole)	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008115	2” Rigid Metal Conduit In Trench	1,692	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008117	3” Rigid Metal Conduit In Trench	439	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008215	2” Rigid Metal Conduit Under Roadway	2,700	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008217	3" Rigid Metal Conduit Under Roadway	312	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008908A	Clean Existing Conduit	160	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010001	Concrete Handhole	22	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010021	Concrete Handhole – Type II	19	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010052	Cast Iron Handhole Cover	22	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010054	Cast Iron Handhole Cover, Type II	19	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010060A	Clean Existing Concrete Handhole	12	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1015034A	Grounding and Bonding	1	L.S.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1017030A	Service	8	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1102002A	8' Aluminum Pedestal	31	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102008A	4'-4" Aluminum Pedestal	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1102010A	12' Aluminum Pedestal	7	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1103022A	30' Steel Span Pole	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1104023A	20' Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1104026A	25' Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1104028A	30' Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1104031A	35' Steel Mast Arm Assembly	2	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1104033A	40' Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1104037A	45' Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1104038A	50’ Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1104102A	35’ and 20’ Twin Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1104103A	35’ and 30’ Twin Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1104105A	45’ and 40’ Twin Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105001A	1 Way, 1 Section Span Wire Traffic Signal	4	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105003A	1 Way, 3 Section Span Wire Traffic Signal	7	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105074A	1 Way, 3 Section Span Wire Traffic Signal – Programmed	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105101A	1 Way, 1 Section Mast Arm Traffic Signal	2	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105103A	1 Way, 3 Section Mast Arm Traffic Signal	41	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1105151A	1 Way, 3 Section Pole Mounted Traffic Signal, Programmed	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105203A	1 Way, 3 Section Pole Mounted Traffic Signal	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105303A	1 Way, 3 Section Pedestal Mounted Traffic Signal	8	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106001A	1 Way Pedestrian Signal, Pole Mounted	8	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106002A	2 Way Pedestrian Signal, Pole Mounted	5	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106003A	1 Way Pedestrian Signal, Pedestal Mounted	34	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106004A	2 Way Pedestrian Signal, Pedestal Mounted	2	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1107007A	Pedestrian Push Button And Sign (Piezo)	56	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1108011A	Closed Loop Central Software	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1108116A	Fully Actuated Controller with Actuated Pedestrian Phase (16 Phase)	7	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1108163A	Modify Existing Controller	3	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1108725A	Phase Selector (Modified)	13	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1108808A	Training	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1111407A	Camera Video Detection System – Gridsmart	8	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1112413A	Detector (Type A) (Modified)	13	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1112471A	Pre-Emption System Chassis (Modified)	13	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113049	2 Conductor No. 8 Cable	961	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113062	3 Conductor No. 8 Cable	530	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113102	5 Conductor No. 14 Cable	7,837	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1113103	7 Conductor No. 14 Cable	7,273	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113104	9 Conductor No. 14 Cable	1,856	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113125	25 Conductor No. 14 Cable	246	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113398A	Cable Closure (Type A)	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113446	No. 19 AWG, 12 Twisted Pair, communication Cable	897	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113511A	Relocate Railroad Pre-Emption Cable (Site No. 1)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113516A	Relocate Railroad Pre-Emption Cable (Site No. 6)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113552A	Detector Cable (Optical) (Modified)	2,776	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113812A	Uninterruptible Power Supply	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1114106A	Span Wire, High Strength	180	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1118012A	Removal and/or Relocation Of Traffic Signal Equipment	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118051A	Temporary Signalization (Site No. 1)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118052A	Temporary Signalization (Site No. 2)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118053A	Temporary Signalization (Site No. 3)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118054A	Temporary Signalization (Site No. 4)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118055A	Temporary Signalization (Site No. 5)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118056A	Temporary Signalization (Site No. 6)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118059A	Temporary Signalization (Site No. 9)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118071A	Temporary Signalization (Site No. 11)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1118072A	Temporary Signalization (Site No. 12)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118073A	Temporary Signalization (Site No. 13)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1131002A	Remote Control Changeable Message Sign	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1206023A	Removal and Relocation Of Existing Signs	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1208931A	Sign Face – Sheet Aluminum (Type IX Retroreflective Sheeting)	335	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209002	Painted Pavement Markings 6” White	747	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209005	Painted Pavement Markings 4” White	7,349	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209007	Painted Pavement Markings 4” Yellow	3,155	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209008	Painted Pavement Markings 8” White	233	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1209009	Painted Pavement Markings 12" White	676	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209050	Painted Pavement Markings (General)	3,648	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1210101	4" White Epoxy Resin Pavement Markings	2,567	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1210102	4" Yellow Epoxy Resin Pavement Markings	1,995	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1210105	Epoxy Resin Pavement Markings, Symbols and Legends	500	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1210106	12" White Epoxy Resin Pavement Markings	71	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1211001	Removal of Pavement Markings	5,682	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1220027	Construction Signs	400	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1302053A	Reset Water Gate	7	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1403501	Reset Manhole (Sanitary Sewer)	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

Participating Items- Alternate A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202451A	Test Pit Excavation	2	C.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0202513	Removal of Concrete Sidewalk	78	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0202529	Cut Bituminous Concrete Pavement	34	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219001	Sedimentation Control System	50	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219011	Sedimentation Control System at Catch Basin	6	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0404100A	Bituminous Concrete Patching – Full Depth	31	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813010A	Removal of Granite Stone Curbing	69	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813011	5” Granite Curved Stone Curbing	69	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0813014A	5" Granite Curved Stone Curbing (Special)	25	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0814005	Reset Granite Curved Stone Curbing	28	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0915000	Tree Protection	1	L.S.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921001	Concrete Sidewalk	470	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921005	Concrete Sidewalk Ramp	235	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921015A	Mountable Curb Island	35	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921039	Detectable Warning Strip	4	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0944000	Furnishing and Placing Topsoil	15	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0950005	Turf Establishment	15	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0969062	Construction Field Office, Medium	1	MO.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0970007	Trafficperson (Uniformed Flagger)	10	HR.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0975004	Mobilization and Project Closeout	1	L.S.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0976002	Barricade Warning Lights High Intensity	50	DAY	$_____	$_____
UNIT PRICE IN WORDS	_____				
0977001	Traffic Cone	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0978002	Traffic Drum	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979003	Construction Barricade Type III	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979004A	Construction Barricade Detectable	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1001001A	Trenching and Backfilling	452	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1001004	Rock in Trench Excavation (0 - 4' Deep)	4	C.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002015	Rock in Foundation Excavation	8	V.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002202A	Traffic Control Foundation Mast Arm	3	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002203	Traffic Control Foundation Pedestal – Type I	3	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002208	Traffic Control Foundation Controller – Type IV	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008115	2” Rigid Metal Conduit In Trench	438	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008117	3” Rigid Metal Conduit In Trench	25	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008215	2” Rigid Metal Conduit Under Roadway	420	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008217	3” Rigid Metal Conduit Under Roadway	133	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008908A	Clean Existing Conduit	40	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010001	Concrete Handhole	4	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010021	Concrete Handhole – Type II	3	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010052	Cast Iron Handhole Cover	4	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010054	Cast Iron Handhole Cover, Type II	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010060A	Clean Existing Concrete Handhole	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1017030A	Service	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1102002A	8’ Aluminum Pedestal	3	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1104028A	30’ Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1104038A	50’ Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1104101A	25’ and 15’ Twin Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1105103A	1 Way, 3 Section Mast Arm Traffic Signal	9	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106001A	1 Way Pedestrian Signal, Pole Mounted	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106002A	2 Way Pedestrian Signal, Pole Mounted	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106003A	1 Way Pedestrian Signal, Pedestal Mounted	2	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106004A	2 Way Pedestrian Signal, Pedestal Mounted	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1107007A	Pedestrian Push Button And Sign (Piezo)	8	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1108116A	Fully Actuated Controller with Actuated Pedestrian Phase (16 Phase)	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1108725A	Phase Selector (Modified)	2	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1111407A	Camera Video Detection System – Gridsmart	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1112413A	Detector (Type A) (Modified)	2	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1112471A	Pre-Emption System Chassis (Modified)	2	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113049	2 Conductor No. 8 Cable	174	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113062	3 Conductor No. 8 Cable	143	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113102	5 Conductor No. 14 Cable	3,161	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113103	7 Conductor No. 14 Cable	716	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113446	No. 19 AWG, 12 Twisted Pair, communication Cable	20	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113512A	Relocate Railroad Pre-Emption Cable (Site No. 2)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113552A	Detector Cable (Optical) (Modified)	732	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113812A	Uninterruptible Power Supply	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1118057A	Temporary Signalization (Site No. 7)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118122A	Internally Illuminated Sign	3	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1208931A	Sign Face – Sheet Aluminum (Type IX Retroreflective Sheeting)	84	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209002	Painted Pavement Markings 6” White	208	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209005	Painted Pavement Markings 4” White	1,335	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209007	Painted Pavement Markings 4” Yellow	205	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209009	Painted Pavement Markings 12” White	208	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209050	Painted Pavement Markings (General)	980	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1211001	Removal of Pavement Markings	977	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1220027	Construction Signs	50	S.F.	$_____	$_____

UNIT BID PRICE IN WORDS _____

_____

Participating Items- Alternate B

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202451A	Test Pit Excavation	2	C.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0202513	Removal of Concrete Sidewalk	175	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219001	Sedimentation Control System	50	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219011	Sedimentation Control System at Catch Basin	3	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0404100A	Bituminous Concrete Patching – Full Depth	16	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813001	5” Granite Stone Curbing	17	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813010A	Removal of Granite Stone Curbing	67	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813011	5” Granite Curved Stone Curbing	53	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0814002	Reset Granite Stone Curbing	7	L.F.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

0814005	Reset Granite Curved Stone Curbing	21	L.F.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

0921001	Concrete Sidewalk	1,052	S.F.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

0921005	Concrete Sidewalk Ramp	526	S.F.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

0921039	Detectable Warning Strip	4	EA.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

0944000	Furnishing and Placing Topsoil	15	S.Y.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

0950005	Turf Establishment	15	S.Y.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

0969062	Construction Field Office, Medium	1	MO.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

0970007	Trafficperson (Uniformed Flagger)	10	HR.	$_____	$_____

UNIT PRICE IN WORDS _____

_____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0976002	Barricade Warning Lights High Intensity	50	DAY	$_____	$_____
UNIT PRICE IN WORDS	_____				
0977001	Traffic Cone	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0978002	Traffic Drum	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979003	Construction Barricade Type III	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979004A	Construction Barricade Detectable	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1001001A	Trenching and Backfilling	412	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1001004	Rock in Trench Excavation (0 - 4' Deep)	4	C.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002015	Rock in Foundation Excavation	4	V.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002202A	Traffic Control Foundation Mast Arm	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002203	Traffic Control Foundation Pedestal – Type I	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002208	Traffic Control Foundation Controller – Type IV	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008115	2" Rigid Metal Conduit In Trench	151	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008215	2" Rigid Metal Conduit Under Roadway	607	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008908A	Clean Existing Conduit	40	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010001	Concrete Handhole	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010021	Concrete Handhole – Type II	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010052	Cast Iron Handhole Cover	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010054	Cast Iron Handhole Cover, Type II	4	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010060A	Clean Existing Concrete Handhole	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1017030A	Service	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1102002A	8’ Aluminum Pedestal	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1104104A	40’ and 25’ Twin Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105103A	1 Way, 3 Section Mast Arm Traffic Signal	4	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105151A	1 Way, 3 Section Pole Mounted Traffic Signal, Programmed	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106001A	1 Way Pedestrian Signal, Pole Mounted	2	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106003A	1 Way Pedestrian Signal, Pedestal Mounted	2	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1107007A	Pedestrian Push Button And Sign (Piezo)	4	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1108116A	Fully Actuated Controller with Actuated Pedestrian Phase (16 Phase)	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1111407A	Camera Video Detection System – Gridsmart	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113062	3 Conductor No. 8 Cable	112	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113102	5 Conductor No. 14 Cable	1,085	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113103	7 Conductor No. 14 Cable	417	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113446	No. 19 AWG, 12 Twisted Pair, communication Cable	20	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113513A	Relocate Railroad Pre-Emption Cable (Site No. 3)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113812A	Uninterruptible Power Supply	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118058A	Temporary Signalization (Site No. 8)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1208931A	Sign Face – Sheet Aluminum (Type IX Retroreflective Sheeting)	55	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209002	Painted Pavement Markings 6” White	438	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209005	Painted Pavement Markings 4” White	455	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209009	Painted Pavement Markings 12” White	438	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209050	Painted Pavement Markings (General)	498	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1211001	Removal of Pavement Markings	1,104	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1220027	Construction Signs	50	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

Participating Items- Alternate C

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202451A	Test Pit Excavation	2	C.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219001	Sedimentation Control System	50	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219011	Sedimentation Control System at Catch Basin	2	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0944000	Furnishing and Placing Topsoil	15	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0950005	Turf Establishment	15	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0969062	Construction Field Office, Medium	2	MO.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0970007	Trafficperson (Uniformed Flagger)	10	HR.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0976002	Barricade Warning Lights High Intensity	50	DAY	$_____	$_____
UNIT PRICE IN WORDS	_____				
0977001	Traffic Cone	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0978002	Traffic Drum	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979003	Construction Barricade Type III	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1001001A	Trenching and Backfilling	206	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1001004	Rock in Trench Excavation (0 - 4' Deep)	4	C.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002015	Rock in Foundation Excavation	4	V.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002202A	Traffic Control Foundation Mast Arm	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002203	Traffic Control Foundation Pedestal – Type I	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1002208	Traffic Control Foundation Controller – Type IV	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008115	2" Rigid Metal Conduit In Trench	76	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008117	3” Rigid Metal Conduit In Trench	22	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008215	2” Rigid Metal Conduit Under Roadway	378	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008217	3” Rigid Metal Conduit Under Roadway	74	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1008908A	Clean Existing Conduit	20	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010001	Concrete Handhole	3	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010052	Cast Iron Handhole Cover	3	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1010060A	Clean Existing Concrete Handhole	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1017030A	Service	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1104038A	50’ Steel Mast Arm Assembly	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1105103A	1 Way, 3 Section Mast Arm Traffic Signal	6	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1106001A	1 Way Pedestrian Signal, Pole Mounted	3	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106002A	2 Way Pedestrian Signal, Pole Mounted	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1106003A	1 Way Pedestrian Signal, Pedestal Mounted	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1107007A	Pedestrian Push Button And Sign (Piezo)	6	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1108116A	Fully Actuated Controller with Actuated Pedestrian Phase (16 Phase)	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1111407A	Camera Video Detection System – Gridsmart	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113049	2 Conductor No. 8 Cable	133	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113062	3 Conductor No. 8 Cable	63	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113102	5 Conductor No. 14 Cable	965	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113103	7 Conductor No. 14 Cable	775	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1118060A	Temporary Signalization (Site No. 10)	1	L.S.	$_____	$_____

UNIT BID PRICE IN WORDS _____

_____

1220027	Construction Signs	100	S.F.	$_____	$_____

UNIT BID PRICE IN WORDS _____

_____

Participating Items- Alternate D

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202513	Removal of Concrete Sidewalk	78	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0202529	Cut Bituminous Concrete Pavement	34	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219001	Sedimentation Control System	50	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219011	Sedimentation Control System at Catch Basin	6	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0404100A	Bituminous Concrete Patching – Full Depth	31	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813010A	Removal of Granite Stone Curbing	69	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813011	5” Granite Curved Stone Curbing	69	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813014A	5” Granite Curved Stone Curbing (Special)	25	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0814005	Reset Granite Curved Stone Curbing	28	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921001	Concrete Sidewalk	470	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921005	Concrete Sidewalk Ramp	235	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921015A	Mountable Curb Island	35	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0944000	Furnishing and Placing Topsoil	15	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0950005	Turf Establishment	15	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0969062	Construction Field Office, Medium	1	MO.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0970007	Trafficperson (Uniformed Flagger)	10	HR.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0976002	Barricade Warning Lights High Intensity	50	DAY	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0977001	Traffic Cone	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0978002	Traffic Drum	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979003	Construction Barricade Type III	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979004A	Construction Barricade Detectable	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1108116A	Fully Actuated Controller with Actuated Pedestrian Phase (16 Phase)	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113514A	Relocate Railroad Pre-Emption Cable (Site No. 4)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118057A	Temporary Signalization (Site No. 7)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1208931A	Sign Face – Sheet Aluminum (Type IX Retroreflective Sheeting)	84	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209005	Painted Pavement Markings 4” White	1,335	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1209007	Painted Pavement Markings 4” Yellow	205	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209009	Painted Pavement Markings 12” White	208	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209050	Painted Pavement Markings (General)	980	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1211001	Removal of Pavement Markings	977	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1220027	Construction Signs	50	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

Participating Items- Alternate E

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202513	Removal of Concrete Sidewalk	175	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219001	Sedimentation Control System	50	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0219011	Sedimentation Control System at Catch Basin	3	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0404100A	Bituminous Concrete Patching – Full Depth	16	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813001	5” Granite Stone Curbing	17	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813010A	Removal of Granite Stone Curbing	67	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0813011	5” Granite Curved Stone Curbing	53	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0814002	Reset Granite Stone Curbing	7	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0814005	Reset Granite Curved Stone Curbing	21	L.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921001	Concrete Sidewalk	1,052	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0921005	Concrete Sidewalk Ramp	526	S.F.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0944000	Furnishing and Placing Topsoil	15	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0950005	Turf Establishment	15	S.Y.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0969062	Construction Field Office, Medium	1	MO.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0970007	Trafficperson (Uniformed Flagger)	10	HR.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0976002	Barricade Warning Lights High Intensity	50	DAY	$_____	$_____
UNIT PRICE IN WORDS	_____				
0977001	Traffic Cone	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0978002	Traffic Drum	5	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0979003	Construction Barricade Type III	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
0979004A	Construction Barricade Detectable	1	EA.	$_____	$_____
UNIT PRICE IN WORDS	_____				
1108116A	Fully Actuated Controller with Actuated Pedestrian Phase (16 Phase)	1	EA.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1113515A	Relocate Railroad Pre-Emption Cable (Site No. 5)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1118058A	Temporary Signalization (Site No. 8)	1	L.S.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1208931A	Sign Face – Sheet Aluminum (Type IX Retroreflective Sheeting)	55	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209005	Painted Pavement Markings 4” White	455	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209009	Painted Pavement Markings 12” White	438	L.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1209050	Painted Pavement Markings (General)	498	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1211001	Removal of Pavement Markings	1,104	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				
1220027	Construction Signs	50	S.F.	$_____	$_____
UNIT BID PRICE IN WORDS	_____				

BASE BID

TOTAL BID PRICE:_____

TOTAL BID PRICE IN WORDS_____

_____

ALTERNATE A

TOTAL BID PRICE:_____

TOTAL BID PRICE IN WORDS_____

_____

ALTERNATE B

TOTAL BID PRICE:_____

TOTAL BID PRICE IN WORDS_____

_____

ALTERNATE C

TOTAL BID PRICE:_____

TOTAL BID PRICE IN WORDS_____

_____

ALTERNATE D

TOTAL BID PRICE:_____

TOTAL BID PRICE IN WORDS_____

_____

ALTERNATE E

TOTAL BID PRICE:_____

TOTAL BID PRICE IN WORDS_____

_____

If the Contractor should choose to employ manufacturers or suppliers other than those listed on the drawings and specifications, he shall submit a list for review and approval of said suppliers as part of this proposal. If no list is included in the proposal, it shall be concluded by the City that the Contractor will use only those suppliers listed on the drawings. An "or equal" supplier shall be included on the submitted list.

Wherever in the plans and specifications, an item of equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an equal product may be substituted by the bidder or Contractor, under the conditions as stated above.

The bidder must agree to commence work on or before a date to be specified in a written “Notice to Proceed” of the Municipality and to fully complete the project within Four-Hundred-Sixty-Two (462) consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of Two Thousand Dollars ($2,000.00) for each consecutive calendar day thereafter if the project is not compete.

The undersigned has checked carefully all the above figures and understands that the OWNER will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The Bidder acknowledges the receipt of the following Addenda;

Addendum No. , dated_____

Addendum No. , dated_____

Addendum No. , dated_____

Enclosed is the Bidder’s Bond, Certified Check or Cashier’s Check No. in the amount of five (5%) of the Bid.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

By_____

(Title)

_____

(Business Address)

_____

(Telephone Number)

(SEAL - if bid is by a corporation)

CITY OF MERIDEN, CONNECTICUT

B021-23 TRAFFIC SIGNAL & INTERSECTION IMPROVEMENTS
STATE PROJECT NO. 0079-0241
FEDERAL AID PROJECT NO. 1079(111)

NON-COLLUSIVE BID STATEMENT/AFFIDAVIT

The undersigned bidder, having been duly sworn, does hereby depose and says:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid.

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

3. The undersigned bidder is duly authorized to bind the business entity identified below.

The undersigned bidder further certifies, under oath, that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

_____
Signature of Bidder

_____
Print Legal Name of Bidder

_____
Relationship to Business Entity Below

_____
Business Entity Name, Address, Telephone Number, and Email Address

STATE OF CONNECTICUT)
) ss:
COUNTY OF NEW HAVEN)

Duly sworn and subscribed to before me
this __ day of _____, 2020.

_____
Notary Public
My Commission Expires:
Commissioner of the Superior Court

FORM OF SURETY GUARANTY

(Shall accompany proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersaid corporation, and for other valuable consideration the

_____

(Name of Surety Company) .

a corporation organized and existing under the laws of the State of _____

and licensed to do business in the State of _____ certifies and agrees

that if Contract _____

is awarded to - _____
(Name of Bidder)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing or furnishing materials in connection thencewith.

_____
(Surety)

The language of this form shall generally be given on the official form normally provided by the Surety Company complete with the usual proof of Authority of Officers of the Surety Company to execute said official form.

Should a bid be offered with a check as surety without said official form, such bid shall be rejected.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,
(Name of Principal)
As Principal, and _____, as Surety are firmly bound
(Name of Surety)
Unto the CITY OF MERIDEN, CONNECTICUT hereinafter called the "OWNER", in the penal sum of

_____DOLLARS, ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the said Principal has submitted the Accompanying bid dated _____, 20 _____

For _____

_____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the Period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the Amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be voice and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this _____ day of _____, 20 .

_____
(Principal)

_____
(Address) (Affix seal)

_____ By: _____
Witness Signature

_____
(Surety)

_____
(Address) (Affix seal)

_____ By: _____
Witness Signature

BIDDER'S QUALIFICATION STATEMENT

This Statement of Bidder's Qualifications is to be submitted by the bidder at the time of the bid opening. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions must be answered on attached sheets. The bidder may submit any additional information they desire. It is understood that when the City has executed an Agreement, to which these General Conditions are a part, it is, in part, done upon the reliance of the answers provided herein by the bidder or the agent of the bidder.

Firm Name _____

Address _____

_____

_____

Telephone _____ Fax_____

Officers: _____ President
_____ Vice President
_____ Secretary
_____ Treasurer

Bank References: _____

_____

_____

_____

Bond surety Company: _____

_____

If a partnership, give names of partners. If a sole proprietorship, give name and title of a least one responsible employee.

_____

_____

_____

Experience: The Bidder shall be qualified by experience to perform work of this nature and shall list five (5) examples of similar projects completed within the past five (5) years, with the names of responsible parties as references.

PROJECT	OWNER	TELEPHONE NUMBER CONTACT NAME	COST

1. Minority owned business? _____ yes _____ no

2. Years organized. _____

3. Is your company a corporation _____yes _____ no
If yes where incorporated? _____

4. How many years have you been engaged in business under your present firm name? _____

5. Former Firm Name (if any)_____

6. List total number of Personnel _____

7. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.

_____
_____
_____
_____
_____
_____

8. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.

_____
_____
_____
_____
_____

9. List the name and address of the more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:

_____
_____
_____
_____
_____
_____

10. General character of work performed by you_____

_____
_____

11. Have you ever failed to complete any contract awarded to you? If so, where and why?

_____
_____
_____
_____

12. Have you ever defaulted on a contract? If so where and why?

_____

_____

_

13. Have you ever filed bankruptcy: _____Please explain:_____

_____

_____

_____

14. Will you, upon request, furnish any information that may be required by the City of Meriden?_____

15. The undersigned hereby authorizes and request any person, firm or cooperation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____day of _____, 20_____
day month year

_____
Name of Bidder

_____
Title

State of _____
County of _____

_____ being duly sworn deposes and says that they are
Name

_____ of _____
title name of organization

and that the answers to the forgoing question and all statement therein contained are true and correct

Subscribed and sworn to before me
this _____ day of _____ 20_____
day month year

_____
Notary Public signature

My commission expires _____

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE
B021-23
TRAFFIC SIGNAL & INTERSECTION IMPROVEMENTS
STATE PROJECT NO. 0079-0241
FEDERAL AID PROJECT NO. 1079 (111)

THIS AGREEMENT is dated as of the _____ day of _____ 2021 by and between the City of Meriden, 142 East Main Street Meriden, CT 06450 hereinafter called OWNER and _____hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Article 2. ENGINEER.

The Project has been designed by CDM Smith who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the contract documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed by _____, after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07B of the General Conditions by September 1, 2021 after the date when the Contract Times commence to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER _____ Dollars **($XXXX.XX)** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER _____ Dollars **($XXXX.XX)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work, other than Unit Price Work, a Lump Sum of:

Written Figures

All specific cash allowances are included in the above price and have been computed in accordance with 11.02 of the General Conditions;
Plus

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2:

UNIT PRICE WORK – N/A

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED

TOTAL OF ALL UNIT PRICES:

_____ $_____
Written Figures

Bid Attached.

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03C of the General Conditions.

(The Bid may be attached. Any attachments and/or exhibits attached should be listed in Article 8).

If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions.

Article 5. PROGRESS PAYMENTS.

5.1 Based upon applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This Schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the work in the Schedule of Values, less retainage of five percent (5 percent). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in appropriate sections of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing) less retainage of five percent (5 percent).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 14.02.B.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances;

(Not applicable)

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95) of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed, through no fault of the Contractor, additional amounts payable in accordance with Paragraph 14.08 of the

5.8 Reduction or limitation of retainage, if any shall be as follows:

(Not applicable)

Article 6. INTEREST.
No interest shall be due or paid on any monies not paid when due.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda listed in paragraph 8 and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.
The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1. This Agreement.

8.2. General Conditions and Supplemental General Conditions **including Connecticut Department of Transportation, Standard Specifications for Roads, Bridges, Facilities, and Incidental Construction Form 817 (2017) including supplement thereto dated July 2019**.

8.3. Notice of Award – **Attachment A**

8.4. Performance, Payment, and other Bonds – **Attachment B**.

8.5. Insurance certificate – **Attachment C**

8.6. Contractor's Bid Proposal, Non-Collusive Bid Statement, Bidder's Qualification Statement, St of CT Forms that are applicable - **Attachment D**

8.7. Connecticut Department of Labor – Wage and Workplace Standards Division.

8.8. **"By Reference":** The complete Specifications as included in the bidding documents bearing the title.

8.9. **"By Reference":** List of Drawings: Sheet Nos. 1 through _____ included in the bidding documents.

The above documents are on file in the City of Meriden's Purchasing Department.

8.10. Addenda numbers _____
(Those addenda which pertain exclusively to the bidding process need not be listed.)

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All-Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

[Insert other provisions here if applicable.]

WITNESS WHEREOF, the parties hereto have affixed their names and seals.

THE CITY OF MERIDEN	CONTRACTOR:
_____	_____
Timothy Coon, City Manager Duly Authorized	Duly Authorized
Date: _____	Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

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SKILL RESPONSIBILITY INTEGRITY

ASCE American Society of Civil Engineers

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTAL GENERAL CONDITIONS

GENERAL CONDITIONS

The General Conditions of the Contract for Construction, EJCDC Document C-700, 2007 Edition, as bound herewith, shall be the General conditions of the Contract, except as amended by these Supplemental General Conditions

CHANGES AND ADDITIONS TO VARIOUS ARTICLES OF THE GENERAL CONDITIONS

Article 1 Definitions

Article 1 is hereby modified as follows:

Delete the definition "Notice to Proceed"

Article 2 Preliminary Matters

Article 2.02 is modified as follows:

DELETE Article 2.02 in its entirety

Article 2.03 is modified as follows:

30th day is changed to 10th day, and delete "A Notice to Proceed…earlier"

Article 3 Reporting and Resolving Discrepancies

Article 3.03A.# - change "unless" to "that" and add knowledge thereof, or should have had knowledge of….

Article 4 Availability of lands

Article 4.01B – delete "as necessary for giving notice of or filing a mechanics or construction lien against such lands in accordance with applicable Laws & Regulations."

Article 4.06G – Hazardous Environmental Conditions at Site - Delete in its entirety

Article 5 Bonds and Insurance

Delete Article 5 in its entirety and substitute the following:

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor shall, within ten (10) days from the date of the Notice of Award, furnish the City of Meriden with a PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at anytime a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any other justifiable cause, the Contractor shall, within ten (10) days after notice from the City of Meriden to do so. substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be

paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized office, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Meriden (and others as appropriate) as ADDITIONAL INSURED. If said documents are not received by the City of Meriden within ten (10) days from the date of Notice of Award, the City of Meriden reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that
(here insert full name and address or legal title of Contractor)

as Principal herinafter called contractor and
(here insert full name and address or legal title of Surety

As Surety, hereinafter called Surety, are held and firmly bound unto
(here insert full name and address or legal title of Owner)

As Obligee, hereinafter called Owner, in the amount of

Dollars $_____

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 20 , entered into a contract with Owner for
(here insert full name, address and description of project)

In accordance with Drawings and Specifications prepared by (here insert full name and address or legal title of Engineer/Architect)

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor, shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives, notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default of a succession of defaults, under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this day of 20

_____
(Principal)

_____
(Witness)

_____
(Title)

_____
(Surety)

_____
(Witness)

_____
(Title)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that
(here insert full name and address or legal title of Contractor)

as Principal, herinafter called Principal, and
(here insert full name and address or legal title of Surety

As Surety, hereinafter called Surety, are held and firmly bound unto
(here insert full name and address or legal title of Owner)

As Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Dollars $_____

For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 20 , entered into a contract with Owner for
(here insert full name, address and description of project)

In accordance with Drawings and Specifications prepared by

(here insert full name and address or legal title of Engineer/Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelop addressed to the Principal Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this day of 20

_____
(Principal)

_____
(Witness)

_____
(Title)

_____
(Surety)

_____
(Witness)

_____
(Title)

INSURANCE REQUIREMENTS *

The Contractor shall comply with the requirements of Article 1.03.07 of the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction, Form 817, and the corresponding Supplemental Specification dated July 2019.

In addition, Article 1.03.07 is hereby amended to include the following additional requirements:

Each insurance policy (with the exception of OCP shall contain an endorsement naming the City as an Additional Insured, evidence of a Cross Liability endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds. The Contractor shall provide 60 Day advance Notification to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.

The Contractor and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the Contractor's insurer to recover any payments made on behalf of the Contractor and/or Subcontractor.

Article 6 Substitutes and "or equals"

Article 6.05.2.A – After Contractor add "or Owner"

Article 6.05.2.2E – Substitute Items - Add the words "If, in the owner's opinion, the number of substitutions is excessive" after "reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitutes".

Add the following paragraph 6.09D:

The requirements of subparagraph 6.09 do not waive the Contractor's responsibility of complying with the requirement of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations and orders of any public authority bearing the work.

Delete Article 6.10 in its entirety and substitute the following:

Under the terms of Regulation 16, referring to Contractors and Subcontractors issued by the State Tax Commission in administration of the State Sales and Use Tax, the Contractor may purchase materials or supplies to be consumed in the performance of this Contract without payment of Tax and shall not include in his Bid nor charge any Sales or Use Tax on any materials or labor provided.

Amend Article 6.12 to read:

"Contractor shall maintain in a safe place at the Site two (2) record copies…"

Add the following to article 6.13:

6.13.A.4 Protection in general shall consist of the following:

6.13.A.5 The Contractor shall furnish approved hard hats, other personal, protective equipment as required, approved first aid supplies, name of first aid attendant, and a posted list of emergency facilities.

6.13.A.6 The Contractor shall take prompt action to correct any hazardous conditions reported.

6.13.A.7 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment, and for temporary shoring, bracing and tying.

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all Standards and Regulations which have been promulgated by the Governmental Authorities which administer such acts; and said Requirements, Standards and Regulations are incorporated herein by reference.

The Contractor shall be directly responsible for compliance therewith on the part of its agents employees, material men and Subcontractors, and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men or Subcontractors, to so comply.

The Contractor shall indemnify the Owner and the Engineer and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the Owner and the Engineer by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and local, which are currently in effect or which become effective in the future, by the Contractor, his Subcontractors or material men.

6.16 Emergencies

Add 6.16.B – The Contractor shall provide the Owner with at least two (2) phone numbers in case of emergency.

Article 8 – Replacement of Engineer

Delete 8.02 in its entirety

8.06 – Insurance

8.06A – Delete Article 5, Add Supplemental General Conditions

Article 9 - Engineer's Status During Construction

Revise 9.03.B to read:

In addition to the Engineer, The Owner may employ a Clerk-of- the Works shall be authorized to observe all material, workmanship and equipment for compliance with the Contract Documents' requirements of tests and safety provisions, and report any variance to the Engineer. He shall have no authority to interpret, vary or suspend the requirements of the Contract.

The Clerk-of-the-Works will keep records of material deliveries, weather conditions and manpower; he will monitor compliance with the approved Construction Schedule and the Equal Employment Provisions.

The Contractor shall cooperate with the Clerk-of-the-Works in the performance of his duties, and shall provide access to all portions of the work and information required for his records. Any requests for modification of the Contract provisions or working procedures shall be reviewed with the project representative prior to making submittal(s) to the Engineer.

Cost of Work, Allowances; Unit Price Work

Article 11 is hereby modified as follows:

Add the following Articles:

11.03D Delete the entire paragraph and substitute the following:

It is understood and agreed that the prices bid for the various units of construction shall control in any Contract awarded hereafter. The City of Meriden reserves the right to revise the estimated

quantities with no fixed limits set nor extra compensation allowed other than the above stated unit prices.

Article 12 – Change of Contract Price and Change of Contract Time

Add the following:

12.01.B.4 - The Contractor, when performing work under article 11.3.3 shall, upon request, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including, but not limited to, certified payrolls, and copies of accounts, bills and vouchers to substantiate the above estimates.

Add 12.04.1 -The Contractor guarantees that he can and will complete the work within the time specified or within the time as extended as provided elsewhere in the Contract Documents. Inasmuch as the damage and loss to the City of Meriden which will result from the failure of the Contractor to complete the work within the stipulated time will be most difficult or impossible of accurate assessment, the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the sum of $2000.00 each calendar day (Sundays and Holidays included) by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The City will deduct and retain out of any money due to become due hereunder, the amount of liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the City.

Article 13 - Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work

Article 13.02 is modified to include the following:

The Contractor shall make every effort to minimize damage to all access routes, and he shall acquire all necessary permits for working in, on or from public streets or rights or way and for securing access rights of their own.

All costs of the removal and restoration to original condition of walls, fences and structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the City and all utilities of any intended modifications or disruption to their property prior to the start of construction, and shall cooperate with them in the scheduling and performance of this operation.

Article 14 Payments to Contractor and Completion

Modify 14.02.D.4 to read:
Payments may be withheld to Contractors who are in default through debt or contract to the City.

14.07C – Change "thirty days" to "forty five (45) days"

Delete 14.09A in its entirety.

Article 15 Suspension of work and termination

Delete 15.03.3 in its entirety.

15.04B – Change 30 to 45 and change "30 days to pay" to 60.

Department of Revenue Services
State of Connecticut
Attn: Discovery Unit
25 Sigourney Street
Hartford CT 06106-5032

(New 09/03)

Form AU-766
Guarantee Bond

Purpose: A nonresident contractor working in Connecticut and a surety company licensed to do business in Connecticut use **Form AU-766** to post a guarantee bond with the Department of Revenue Services (DRS) for a specific project in the state. The guarantee bond ensures that all taxes due to the State of Connecticut from the contractor are paid to DRS. Read the instructions on the reverse side before you complete this form. If you need help, call **860-541-3280,** Monday through Friday, 8:00 a.m. to 5:00 p.m., and choose Option 7.

Part I: Nonresident Contractor Information

Name	Connecticut Tax Registration No.
Address (Street or PO Box, City, State, and ZIP Code)	

Part II: Person Doing Business With a Nonresident Contractor Information

Name	Connecticut Tax Registration No., Federal ID No., or SSN
Address (Street or PO Box, City, State, and ZIP Code)	

Part III: Surety Company Information

Name	Bond No.	Amount of Bond
Address (Street or PO Box, City, State, and ZIP Code)		

Part IV: Project Information

☐ Check the box if this bond is for a change order

Physical Location of Project (Street, City or Town)	Name of Project

Commencement Date	Completion Date for Nonresident Contractor	Total Contract Price or Amount of Change Order	Amount of Deposit

Conditions of the obligation for the project detailed above:

- The nonresident contractor has entered into a contract related to real property at a Connecticut location.
- The nonresident contractor and the surety company are posting a bond of 5% of the total contract price, including any change orders and add-ons, with DRS to ensure that all taxes that become due and owing during the period of the contract will be paid.
- A bond must be posted within 120 days of the commencement of the contract for contracts lasting 120 days or more. If the deadline for the person doing business with a nonresident contractor to withhold and remit a deposit to DRS is before the deadline for the nonresident contractor to post a bond, DRS will accept the earlier of the deposit or the bond.
- If the nonresident contractor pays all taxes, interest, and penalties within three years, one month, and one day after completion of the contract, the bond expires; otherwise the obligation remains in full force.
- This bond jointly and severally binds the nonresident contractor and the surety company, their heirs, executors, administrators, successors, and assigns for payment of this obligation.

Declaration: I, the nonresident contractor named above or its authorized agent, declare under the penalty of law that I have examined **Form AU-766** and, to the best of my knowledge and belief it is true, complete, and correct. I understand that the penalty for willfully delivering a false document or return to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both.

Print Name	Title
Authorized Signature	Date

Declaration: I, an authorized agent of the surety company named above, declare under the penalty of law that I have examined this **Form AU-766** and, to the best of my knowledge and belief it is true, complete, and correct. I understand that the penalty for willfully delivering a false document or return to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both.

Seal:

Print Name	Title
Authorized Signature	Date

General Instructions

Form AU-766, *Guarantee Bond*, must be executed by a nonresident contractor and a surety company licensed to do business in Connecticut. A power of attorney for the person signing the bond on behalf of the surety company **must** be attached to the bond, carry the corporate seal of the surety company, and bear the same date as the execution date of the bond.

A nonresident contractor has the option of filing a guarantee bond with DRS instead of the customer making a deposit with DRS under Conn. Gen. Stat. §12-430(7)(b)(i). Under this option, the nonresident contractor has 120 days from the commencement of the contract to file a guarantee bond with DRS.

If the deadline for the customer to withhold and remit a deposit to DRS is before the deadline for the nonresident contractor to post a bond, DRS will accept the earlier of the deposit or the bond. See **Special Notice 2003(20)**, *Legislation Affecting Contracts With Nonresident Contractors*, for more information.

A *nonresident contractor* is a contractor who does not maintain a regular place of business in this state. A *regular place of business* means any bona fide office, factory, warehouse or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner, and which place is continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on such contractor's business in the contractor's own name. A regular place of business does not include a place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction. A regular place of business also does not include locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours. An office maintained, occupied, and used by a person affiliated with a contractor is not a regular place of business of the contractor.

Any bond that bears an erasure or alteration, regardless of its nature, must have the change authenticated by a notation in the margin. The notation should describe the correction and be signed in the name of the surety company by the officer who executed the bond and must bear the corporate seal of the surety company.

Specific Instructions

Part I: Enter the name and complete address of the nonresident contractor furnishing the bond. Include the nonresident contractor's Connecticut tax registration number. The name and address of the nonresident contractor appearing on the bond must agree with the name and address on **Form REG-1**, *Business Taxes Registration Application*, filed with the Department of Revenue Services (DRS). (If the information originally provided on Form REG-1 is now incorrect, you must notify the DRS Registration Unit in writing of the correct information.) If the nonresident contractor is a corporation, the corporate name appearing on the bond must be the same shown in the records of the Office of the Secretary of State, or similar agency of another state if the nonresident contractor is not a Connecticut corporation.

Part II: Enter the name and complete address of the person doing business with the nonresident contractor. If the nonresident contractor is the general contractor, enter the name and address of the owner of the property. If the nonresident contractor is a subcontractor, enter the name and address of the general contractor.

Enter the Connecticut tax registration number of the person doing business with the nonresident contractor. If the person doing business with the nonresident contractor does not have a Connecticut tax registration number, enter that person's Federal Employer Identification Number or Social Security Number.

Part III: Enter the name and complete address of the surety company that guarantees this bond. Include the bond number.

Part IV: Check the box if the deposit is for a change order occurring after the bond for the initial contract has been furnished to DRS.

Enter the name of the project and the complete address, including the street address and the city or town where the project is physically located.

Enter the commencement date of this project or change order. The commencement date is the date the contract is signed or the date the nonresident contractor begins work, but it is never later than the date the nonresident contractor begins work.

Enter the date by which the nonresident contractor is expected to complete work on this project or change order.

Enter, in words and figures, the total amount to be paid to the nonresident contractor under the contract. Indicate if this amount is an estimate. If this is a bond for a change order, enter the additional amount of the bond for the change order.

Multiply the total contract price or the amount of the change order by 5% (.05) and enter the result on this line.

Declarations: An authorized representative for the nonresident contractor and the surety company must sign and date the declaration on Form AU-766. The name of the nonresident contractor and the surety company must be exactly as it appears on the bond. The corporate seal of the surety company must be affixed by its signature on Form AU-766.

Return **Form AU-766** to:

Department of Revenue Services
State of Connecticut
Discovery Unit
25 Sigourney Street
Hartford CT 06106

CON-100M

State of Connecticut
Department of Transportation
Bureau of Engineering and Construction
Office of Construction

Contract No.

Project No(s).

Fed. Aid No(s).

Date CON-100M Prepared

CONTRACT STATUS

Prime Contractor:

Town :

Full Description
including crossroads :

	Start		End
Project Limits : (From) :		(To) :	

Contract Awarded on :

Ordered to Start on :

Inspector : Job Tel.:

Date closed to traffic

Final Maint. Responsibility : Date open to traffic

Status of Contract (Check One)	Active ☐	Suspended ☐	Resumed ☐	Substantially Completed ☐
Date				

Signature: on

Printed Name: Date

Municipal Official

Revised: May 2012

District Personnel-Please see instruction for use and routing for distribution

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

January 2013

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. *CTDOT* means the Connecticut Department of Transportation.

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

C. *Broker* means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

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

E. *Contractor* means a consultant, second party or any other entity under Contract to do business with CTDOT or, as the context may require, with another Contractor.

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

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

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

3. Certified by CTDOT under Title 49 of the Code of Federal Regulations, Part 26, (Title 49 CFR Part 23 of the Code of Federal Regulations for Participation of Disadvantaged Business Enterprise in Airport Concessions)

G. *USDOT-assisted Contract* means any Contract between CTDOT and a Contractor (at any tier) funded in whole or in part with USDOT financial assistance.

H. *Good Faith Efforts ("GFE")* means all necessary and reasonable steps to achieve a DBE goal or other requirement which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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

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

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

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

    - "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
    - "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
    - "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, or Federated States of Micronesia;
    - "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    - Women;
    - Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

K. *Commercially Useful Function ("CUF")* means the DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved with its own forces and equipment. The DBE must be responsible for procuring, determining quantity, negotiating price, determining quality and paying for all materials (where applicable) associated with their work. The DBE must also perform at least 30% of the total cost of its contract with its own workforce.

II. ADMINISTRATIVE REQUIREMENTS

A. General Requirements

A DBE goal percentage equaling TWELVE percent (12%) of the Contract value has been established for this Contract. This DBE goal percentage will be applied to the final Contract value to ultimately determine the required DBE goal. If additional work is required, DBE firms should be provided the appropriate opportunities to achieve the required DBE goal.

In order to receive credit toward the Contract DBE goal, the firms utilized as DBE subcontractors or suppliers must be certified as DBEs in the type of work to be counted for credit by CTDOT's Office of Contract Compliance prior to the date of the execution of the subcontract. Neither CTDOT nor the State of Connecticut's Unified Certification Program (UCP) makes any representation as to any DBE's technical or financial ability to perform the work. Prime contractors are solely responsible for performing due diligence in hiring DBE subcontractors.

All DBEs shall perform a CUF for the work that is assigned to them. The Contractor shall monitor and ensure that the DBE is in compliance with this requirement. The Connecticut DBE UPC Directory of certified firms can be found on the CTDOT website http://www.ct.gov/dot. The directory lists certified DBE firms with a description of services that they are certified to perform. Only work identified in this listing may be counted towards the project's DBE goal. A DBE firm may request to have services added at any time by contacting CTDOT's Office of Contract Compliance. No credit shall be counted for any DBE firm found not to be performing a CUF.

Once a Contract is awarded, all DBEs that were listed on the pre-award DBE commitment document must be utilized. The Contractor is obligated to provide the value and items of the work originally established in the pre-award documentation to the DBE firms listed in the pre-award documentation. Any modifications to the pre-award commitment must follow the procedure established in Section II-C.

The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CTDOT's unit administering the Contract, CTDOT's Office of Contract Compliance and CTDOT's Office of Construction ("OOC"). Contact information for the designated liaison officer shall be furnished no later than the scheduled date for the pre-construction meeting.

The Contractor shall submit a bi-monthly report to the appropriate CTDOT unit administering the Contract. This report shall indicate what work has been performed to date, with the dollars paid and percentage of DBE goal completed.

Verified payments made to DBEs shall be included in this bi-monthly report. A sample form is included on the CTDOT website.

In addition, the report shall include:

1. A projected time frame of when the remaining work is to be completed for each DBE.

2. A statement by the Contractor either confirming that the approved DBEs are on schedule to meet the Contract goal, or that the Contractor is actively pursuing a GFE.

3. If retainage is specified in the Contract specifications, then a statement of certification that the subcontractors' retainage is being released in accordance with 1.08.01 (Revised or supplemented).

Failure by the Contractor to provide the required reports may result in CTDOT withholding an amount equal to one percent (1%) of the monthly estimate until the required documentation is received.

The Contractor shall receive DBE credit when a DBE, or any combination of DBEs, perform work under the Contract in accordance with this specification.

Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services, as verified by CTDOT, can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the Contractor or its affiliate cannot be counted toward the goal.

Monitoring of the CUF will occur by CTDOT throughout the life of the project. If it is unclear that the DBE is performing the work specified in its subcontract with the prime Contractor, further review may be required. If it is determined that the DBE is not performing a CUF, then the work performed by that DBE will not be counted towards the DBE goal percentage.

B. Subcontract Requirements

The Contractor shall submit to CTDOT's OOC all requests for subcontractor approvals on the standard CLA-12 forms provided by CTDOT. The dollar amount and items of work identified on the CLA-12 form must, at minimum, equal the dollar value submitted in the pre-award commitment. CLA-12 forms can be found at http://www.ct.gov/dot/construction under the "Subcontractor Approval" section. All DBE subcontractors must be identified on the CLA-12 form, regardless of whether they are being utilized to meet a Contract goal percentage. A copy of the legal Contract between the Contractor and the DBE subcontractor/supplier, a copy of the Title VI Contractor Assurances and a copy of the Required Contract Provision for Federal Aid Construction Contracts (Form FHWA-1273) (Federal Highway Administration projects only) must be submitted along with a request for subcontractor approval. These attachments cannot be substituted by reference.

If retainage is specified in the Contract specifications, then the subcontract agreement must contain a prompt payment mechanism that acts in accordance with Article 1.08.01 (Revised or supplemented).

If the Contract specifications do not contain a retainage clause, the Contractor shall not include a retainage clause in any subcontract agreement, and in this case, if a Contractor does include a retainage clause, it shall be deemed unenforceable.

In addition, the following documents are to be included with the CLA-12, if applicable:

- An explanation indicating who will purchase material.

- A statement explaining any method or arrangement for utilization of the Contractor's equipment.

The subcontract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties. If the subcontract items of work or unit prices are modified, the procedure established in Section II-C must be followed.

Should a DBE subcontractor further sublet items of work assigned to it, only lower tier subcontractors who are certified as a DBE firm will be counted toward the DBE goal. If the lower tier subcontractor is a non-DBE firm, the value of the work performed by that firm will not be counted as credit toward the DBE goal.

The use of joint checks between a DBE firm and the Contractor is acceptable, provided that written approval is received from the OOC prior to the issuance of any joint check. Should it become necessary to issue a joint check between the DBE firm and the Contractor to purchase materials, the DBE firm must be responsible for negotiating the cost, determining the quality and quantity, ordering the material and installing (where applicable), and administering the payment to the supplier. The Contractor should not make payment directly to suppliers.

Each subcontract the Contractor signs with a subcontractor must contain the following assurance:

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

C. Modification to Pre-Award Commitment

Contractors may not terminate for convenience any DBE subcontractor or supplier that was listed on the pre-award DBE commitment without prior written approval of the OOC. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Prior to approval, the Contractor must demonstrate to the satisfaction of the OOC, that it has good cause, as found in 49CFR Part 26.53 (f)(3), for termination of the DBE firm.

Before transmitting its request for approval to terminate pre-award DBE firms to the OOC, the Contractor must give written notice to the DBE subcontractor and include a copy to the OOC of its notice to terminate and/or substitute, and the reason for the notice.

The Contractor must provide five (5) days for the affected DBE firm to respond. This affords the DBE firm the opportunity to advise the OOC and the Contractor of any reasons why it objects to the termination of its subcontract and why the OOC should not approve the Contractor's action.

Once the Contract is awarded, should there be any amendments or modifications of the approved pre-award DBE submission other than termination of a DBE firm, the Contractor shall follow the procedure below that best meets the criteria associated with the reason for modification:

1. If the change is due to a scope of work revision or non-routine quantity revision by CTDOT, the Contractor must notify CTDOT's OOC in writing or via electronic mail that their DBE participation on the project may be impacted as soon as they are aware of the change. In this case, a release of work from the DBE firm may not be required; however the Contractor must concurrently notify the DBE firm in writing, and copy the OOC for inclusion in the project DBE file. This does not relieve the Contractor of its obligation to meet the Contract specified DBE goal, or of any other responsibility found in this specification.

2. If the change is due to a factor other than a CTDOT directive, a request for approval in writing or via electronic mail of the modification from the OOC must be submitted, along with an explanation of the change(s), prior to the commencement of work. The Contractor must also obtain a letter of release from the originally named DBE indicating their concurrence with the change, and the reason(s) for their inability to perform the work. In the event a release cannot be obtained, the Contractor must document all efforts made to obtain it.

3. In the event a DBE firm that was listed in the pre-award documents is **unable** or **unwilling** to perform the work assigned, the Contractor shall:

    - Notify the OOC Division Chief immediately and make efforts to obtain a release of work from the firm.

    - Submit documentation that will provide a basis for the change to the OOC for review and approval prior to the implementation of the change.

    - Use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. The Contractor should also contact CTDOT's Office of Contract Compliance for assistance in locating additional DBE firms to the extent needed to meet the contract goal.

Should a DBE subcontractor be terminated or fail to complete work on the Contract for any reason, the Contractor must make a GFE to find another DBE subcontractor to substitute for the original DBE. The DBE replacement shall be given every opportunity to perform at least the same amount of work under the Contract as the original DBE subcontractor.

If the Contractor is unable to find a DBE replacement:

- The Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE. (Refer to GFE in Section III.)

- The Contractor must demonstrate that the originally named DBE, who is unable or unwilling to perform the work assigned, is in default of its subcontract, or identify other issues that affected the DBE firm's ability to perform the assigned work. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.**

III. GOOD FAITH EFFORTS

The DBE goal is **NOT** reduced or waived for projects where the Contractor receives a Pre-Award GFE determination from the Office of Contract Compliance prior to the award of the Contract. It remains the responsibility of the Contractor to make a continuing GFE to achieve the specified Contract DBE goal. The Contractor shall pursue every available opportunity to obtain additional DBE firms and document all efforts made in such attempts.

At the completion of all Contract work, the Contractor shall submit a final report to CTDOT`s unit administering the Contract indicating the work done by and the dollars paid to DBEs. Only verified payments made to DBEs performing a CUF will be counted towards the Contract goal.

Goal attainment is based on the total Contract value, which includes all construction orders created during the Contract. If the Contractor does not achieve the specified Contract goal for DBE participation or has not provided the value of work to the DBE firms originally committed to in the pre-award submission, the Contractor shall submit documentation to CTDOT`s unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

A GFE should consist of the following, where applicable (CTDOT reserves the right to request additional information):

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

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

3. Provide a detailed explanation for each DBE that submitted a subcontract proposal which the Contractor considered to be unacceptable stating the reason(s) for this conclusion.

4. Provide documentation, if any, to support contacts made with CTDOT requesting assistance in satisfying the specified Contract goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal. Additional documentation of efforts made to obtain DBE firms may include but will not be limited to:

    - Negotiations held in good faith with interested DBE firms, not rejecting them without sound reasons.
    - Written notice provided to a reasonable number of specific DBE firms in sufficient time to allow effective participation.
    - Those portions of work that could be performed by readily available DBE firms.

In instances where the Contractor can adequately document or substantiate its GFE and compliance with other DBE Program requirements, the Contractor will have satisfied the DBE requirement and no administrative remedies will be imposed.

IV. PROJECT COMPLETION

At the completion of all Contract work, the Contractor shall:

1. Submit a final report to CTDOT`s unit administering the Contract indicating the work done by, and the dollars paid to DBEs.

2. Submit verified payments made to all DBE subcontractors for the work that was completed.

3. Submit documentation detailing any changes to the DBE pre-award subcontractors that have not met the original DBE pre-award commitment, including copies of the Department's approvals of those changes.

4. Retain all records for a period of three (3) years following acceptance by CTDOT of the Contract and those records shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and Federal agencies. If any litigation, claim, or

audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records are resolved.

If the Contractor does not achieve the specified Contract goal for DBE participation in addition to meeting the dollar value committed to the DBE subcontractors identified in the pre-award commitment, the Contractor shall submit documentation to CTDOT`s unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

V. SHORTFALLS

A. Failure to meet DBE goals

As specified in (II-A) above, attainment of the Contract DBE goal is based on the final Contract value. The Contractor is expected to achieve the amount of DBE participation originally committed to at the time of award; however, additional efforts must be made to provide opportunities to DBE firms in the event a Contract's original value is increased during the life of the Contract.

The Contractor is expected to utilize the DBE subcontractors originally committed in the DBE pre-award documentation for the work and dollar value that was originally assigned.

If a DBE is terminated or is unable or unwilling to complete its work on a Contract, the Contractor shall make a GFE to replace that DBE with another certified DBE to meet the Contract goal.

The Contractor shall immediately notify the OOC of the DBE's inability or unwillingness to perform, and provide reasonable documentation and make efforts to obtain a release of work from the firm.

If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE.

When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make a GFE to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the Contract goal.

For any DBE pre-award subcontractor that has been released appropriately from the project, no remedy will be assessed, provided that the Contractor has met the criteria described in Section II-C.

B. Administrative Remedies for Non-Compliance:

In cases where the Contractor has failed to meet the Contract specified DBE goal or the DBE pre-award commitment, and where no GFE has been demonstrated, then one or more of the following administrative remedies will be applied:

1. A reduction in Contract payments to the Contractor as determined by CTDOT, not to exceed the shortfall amount of the **DBE goal**. The maximum shortfall will be calculated by multiplying the Contract DBE goal (adjusted by any applicable GFE) by the final Contract value, and subtracting any verified final payments made to DBE firms by the Contractor.

2. A reduction in Contract payments to the Contractor determined by CTDOT, not to exceed the shortfall amount of the **pre-award commitment**. The maximum shortfall will be calculated by subtracting any verified final payments made by the Contractor to each DBE subcontractor from the amount originally committed to that subcontractor in the pre-award commitment.

3. A reduction in Contract payments to the Contractor determined by CTDOT for any pre-award DBE subcontractor who has not obtained the dollar value of work identified in the DBE pre-award commitment and has not followed the requirements of Section II-C or for any DBE firm submitted for DBE credit that has not performed a CUF.

4. The Contractor being required to submit a written DBE Program Corrective Action Plan to CTDOT for review and approval, which is aimed at ensuring compliance on future projects.

5. The Contractor being required to attend a Non-Responsibility Meeting on the next contract where it is the apparent low bidder.

6. The Contractor being suspended from bidding on contracts for a period not to exceed six (6) months.

VI. CLASSIFICATIONS OTHER THAN SUBCONTRACTORS

A. Material Manufacturers

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

If the Contractor elects to utilize a DBE manufacturer to satisfy a portion of, or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed “Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Material Suppliers (Dealers)

Credit for DBE dealers/suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from an approved DBE dealer/supplier.

In order for a firm to be considered a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. At least one of the following criteria must apply:

- To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the regular dealers’ own distribution equipment shall be by long term lease agreement, and not on an ad hoc or contract to contract basis.
- Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

If the Contractor elects to utilize a DBE supplier to satisfy a portion or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed “Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

C. Brokering

- Brokering of work for DBE firms who have been listed by the Department as certified brokers is allowed. Credit for those firms shall be applied following the procedures in Section VI-D.

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

- Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. DOT, Office of the Inspector General for prosecution under Title 18, U.S. Code, Part I, Chapter 47, Section 1020.

D. Non-Manufacturing or Non-Supplier DBE Credit

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

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

- The fees charged only for delivery of materials and supplies required on a job site when the hauler, trucker, or delivery service is a DBE, and not the manufacturer, or regular dealer of the materials and supplies, and provided that the fees are determined by the OOC to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by CTDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. Trucking

While technically still considered a subcontractor, the rules for counting credit for DBE trucking firms are as follows:

- The DBE must own and operate at least one fully licensed, insured, and operational truck used on the Contract.

- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks from a non-DBE firm; however the DBE may only receive credit for any fees or commissions received for arranging transportation services provided by the non-DBE firms. Additionally, the DBE firm must demonstrate that they are in full control of the trucking operation for which they are seeking credit.

VII. Suspected DBE Fraud

In appropriate cases, CTDOT will bring to the attention of the USDOT any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g. referral to the Department of Justice for criminal prosecution, referral to USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49 CFR Part 31.

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

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

State Contract No.

Federal Aid Project No.

Description of Project

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

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or Corporation)
for the provision of the materials and/or supplies sought by _____ .

If a manufacturer, I operate or maintain a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract an of the general character described by the specifications.

If a supplier, I perform a commercially useful function in the supply process. As a regular dealer, I, at a minimum, own and operate the distribution equipment for bulk items. Any supplementing of my distribution equipment shall be by long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

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

(Name of Corporation or Firm)

(Signature & Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)

My Commission Expires_____

CERTIFICATE OF CORPORATION

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

_____ _____
(Signature of Person Certifying) (Date

CONNECTICUT DEPARTMENT OF TRANSPORTATION (CTDOT)

Rev10/2020

PRE-AWARD DBE COMMITMENT APPROVAL REQUEST

TO BE SUBMITTED WITHIN THE TIME FRAME INDICATED IN THE BID DOCUMENTS

Only certified DBE firms and only for work which they have been certified for will be approved by CDOT toward the goal. Department's DBE directory is available on CTDOT's website or by calling 860-594-2171

Sheet of

CDOT Project Number (s): _____

Town(s) of: _____

Submitted By (Prime): _____

Original Bid ($): _____

Dollar amount subcontracted to this DBE firm ($): _____

Dollar amount requested for CREDIT for this DBE Firm ($): _____ **

** Please be advised that by submitting this form you (the prime) agree that the total Credited amount will be the amount of commitment and will be measured by the Commercially Useful Function the Subcontractor performs.

DBE Subcontractor: _____

NAICS Code (s) associated with this submission: _____

Address: _____

Is this DBE firm a 1st or 2nd tier subcontractor? 1st ☐ 2nd* ☐

* The CDOT prefers 1st tier subcontractors; however, credit for 2nd tier DBE firms will be approved provided this page is signed by both the prime and the DBE firm, the 1st tier subcontractor is identified, the extent of the 2nd tier work is clearly identified, and the prime makes the assertion that regardless of its arrangement with the 1st tier subcontractor, this DBE firm will be used and its replacement is subject to the conditions of the DBE specification and contract requirements.

Item Number & Description	Is This item Partial Yes No	Firm Type Code ***	Unit of Item	Quantity bid by Prime	Contract Unit Price	Quantity Subcontracted	Subcontract Unit Price	Total Item price subcontracted****	Total item prices credited to the subcontractor *****
	N	S						0.00	
	N	S						0.00	
	N	S						0.00	
	N	S						0.00	
	N	S						0.00	
	N	S						0.00	
	N	S						0.00	

If any of the items above are checked **Yes** as to **Partial**, please use the space provided or use an attachment to offer an explanation of the work involved. Also please identify who is responsible for the remainder of the partial items.

*** Firm Type Code: **S** (subcontractor), **M** (manufacturer), **P** (supplier), **T** (trucking), **V** (services). For items leased or rented please use code **L** under Firm Type Code instead of P.

Any DBE Trucking firm (**T**) nominated on this form must self-perform not less than 30% of their contract value.

**** In instances where the Prime is paying the Subcontractor a higher unit price than the bid, by submitting this form the Prime agrees to the higher subcontracted price without additional costs to the Department.

***** The credited amount includes adjustments for supply items including leased or rented at 60%. For items further subcontracted to NON-DBE firms only the money to the DBE firm counts.

****Is this DBE Purchasing any Material or Leasing any Equipment from the Prime or any of the Prime's Affiliates? YES ☐ NO ☐

If YES, state the amount and DO NOT include the amount in the amount toward the goal. Amount: $ _____

_____ _____ _____ _____

Signature of Prime Contractor, Title | Date | Signature of Subcontractor, Title | Date

After this submittal is approved by the Department, any proposed changes to it must be submitted to the Department for approval.

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

City/Town of _____

Firm Name: _____

Address: _____

Project Description: _____

Bid Amount: _____

Date: _____

I _____ of _____
(Name of Person) (Name of Firm)
intend to honor our Affirmative Action Program on file with the Connecticut Department of Transportation, Office of Contract Compliance. I further certify that our Affirmative Action Program is current and that the last approval was on (Date) _____, 20___ and it expires on (Date) _____, 20___.

Signed By: _____

Title: _____

EEO Officer: _____

CONTRACT LANGUAGE (for contract with selected contractor)

Non-Discrimination and Affirmative Action Provisions

(A)(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, sexual orientation, 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. 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 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; (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e,46a-68f and 46a-86; (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 section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than $50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at $50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate police adopted by resolution of the board of directors, shareholder, managers, members or other g9overning body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed.

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. 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 section 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 regarding a state contract, 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.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated 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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, form or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

CONTRACTOR'S PROPOSED PROGRESS CHART – HIGHWAY CONSTRUCTION
BAR CHART

Project Number(s): _____ Town(s) of: _____

Date Submitted: _____ Description: _____

Operation	Quantity	Duration
Organization		
Clearing & Grubbing		
Earth Excavation		
Rock Excavation		
Channel Excavation		
Borrow		
Drainage (Trench, Pipe)		
Pile Driving		
Footing		
Abutments & Wings		
Steel Erection		
Floor Slabs		
Concrete Pavement		
Bit. Conc. Pavement		
Bridge Railing		
Curbing		
Sidewalk		
Fencing		
Electrical Work		
Traffic Items		
Misc. & Clean up		

Calendar Days

Equipment to expect to use:

_____

_____

_____

_____

Total Calendar Days: _____

Signed By: _____

1/95

ANTICIPATED SOURCE OF MATERIAL

REV. 8/98
PRINTED ON RECYCLED PAPER

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
P.O. BOX 317546
NEWINGTON, CT 06111-7546

PROJECT NUMBER	
TOWN	

MATERIALS	SOURCE OF SUPPLY AND MAILING ADDRESS PG. 1 of 2
AGGREGATES:	
Coarse	
Fine	
BITUMINOUS CONCRETE	
BITUMEN:	
Asphalt Cement	
Asphalt Cutbacks	
Emulsion	
Tar	
BRICK	
CEMENT - PORTLAND	
Type I	
Type II	
Type 1A	
Type IIA	
TYPE OF DELIVERY:	
Truck	
R.R. Car	
CONCRETE BLOCKS	
CONCRETE, PORTLAND CEMENT	
CURING MATERIAL:	
Mats	
Paper	
Compound	
Other	
DAMPPROOFING and/or WATERPROOFING:	
Primer	
Seal	
Fabric	
FENCE:	
Property or Wire	
Posts: Steel	
Wood	
Chain Link	
Fittings for Chain Link	
GRAVEL	
GUIDE RAIL:	
Wire Rope	
Fittings	
Posts:	
Metal	
Wood	
JOINT FILLER	
JOINT SEALER	
LOAD TRANSFER UNIT	
METAL FLASHING	
METAL BEAM TYPE RAIL (BRIDGE)	
METAL BEAM TYPE RAIL	
METAL BRIDGE RAIL	
OVERHEAD SIGN SUPPORTS	
PAINT:	
2nd Prime Coat (Field)	
1st Field Coat	

MATERIALS	SOURCE OF SUPPLY AND MAILING ADDRESS PG. 2 of 2
PILING:	
Sheets	
Bearing	
Pipe	
Wood (Pressure Treated)	
Precast, Prestressed	
PIPE:	
C.C.M.	
Cast Iron	
Reinf. Concrete	
Vitrified Clay	
PRECAST, PRESTRESSED UNITS	
STEEL:	
Bar Mat Fabric and/or Wire Mesh	
Metal Cribbing	
Reinforcement	
Scuppers	
SHEAR CONNECTORS:	
Spiral	
Welded	
STRUCTURAL (BRIDGES)	
STRUCTURAL (Side mounted sign supports)	
	CONTRACTOR
	SIGNED BY
	DATE

NOTE: Items not listed above shall be listed below.

Construction Contracts - Required Contract Provisions
(FHWA Funded Contracts)

Index

Index of Exhibits

1. Federal Highway Administration (FHWA) Form 1273

The Contractor shall comply with the Federal Highway Administration (FHWA), Form 1273 attached at Exhibit A, as revised, which is hereby made part of this contract. The Contractor shall also require its subcontractors to comply with the FHWA – Form 1273 and include the FHWA – Form 1273 as an attachment to all subcontracts and purchase orders.

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

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit B, all of which are hereby made a part of this Contract.

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

(a) The Contractor shall comply with the Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity requirements attached at Exhibit C and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of $10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.

(b) Companies with contracts, agreements or purchase orders valued at $10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

4. Requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by DBEs, as may be revised.

Pursuant to 49 CFR 26.13, the following paragraph is part of this Contract and shall be included in each subcontract the Contractor enters into with a subcontractor:

"The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, Participation by DBEs, in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as ConnDOT (recipient) deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments, (2) Assessing sanctions, (3) Liquidated damages; and/or, (4) Disqualifying the contractor from future bidding as non-responsible."

5. Contract Wage Rates

The Contractor shall comply with:

The Federal and State wage rate requirements indicated in Exhibits F and G hereof, as revised, are hereby made part of this Contract. The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website (http://www.wdol.gov/dba.aspx) as may be revised 10 days prior to bid opening. These applicable Federal wage rates will be physically incorporated in the final contract document executed by both parties. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents, prior to the bid opening date. During the bid advertisement period, bidders are responsible for obtaining the appropriate Federal wage rates from the US Department of Labor website.

To obtain the latest Federal wage rates go to the US Department of Labor website (link above). Under Davis-Bacon Act, choose "Selecting DBA WDs" and follow the instruction to search the latest wage rates for the State, County and Construction Type. Refer to the Notice to Contractor (NTC) - Federal Wage Determinations (Davis Bacon Act).

If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by Section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a Federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

6. Americans with Disabilities Act of 1990, 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.

7. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i)

of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 3l-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

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

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

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

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title

from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or
Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

9. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to 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.

10. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

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

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

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

(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, status as a veteran, 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, status as a veteran, 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.

Please be aware the Nondiscrimination Certifications can be found at the Office of Policy and Management website:

https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification

11. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars ($5,000,000) or more.

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

12. Connecticut Freedom of Information Act

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

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if

determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.,* Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

13. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

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

This Contract is subject to the provisions of Section 3-ll2a of the General Statutes of the State of Connecticut, as revised.

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

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit D, and hereby made part of this Contract.

16. Forum and Choice of Law

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

17. Summary of State Ethics Laws

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

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

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
(d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
(e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
(f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

19.Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(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 E.

20. Tangible Personal Property

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

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

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

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

22. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

23. Cargo Preference Act Requirements (46 CFR 381.7(a)-(b)) – Use of United States Flag Vessels

The Contractor agrees to comply with the following:

(a) ***Agreement Clauses***.

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) ***Contractor and Subcontractor Clauses.*** The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

EXHIBIT A

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of

such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26, and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the

provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out

the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

EXHIBIT B

TITLE VI CONTRACTOR ASSURANCES
APPENDIX A

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 will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, 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, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by 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 will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance**: In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI CONTRACTOR ASSURANCES
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) *(" ... which restore[d] the broad scope of coverage and to clarify the application of Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title VI of the Civil Rights Act of 1964.");*
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 --12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

EXHIBIT C

CONTRACTOR WORKFORCE UTILIZATION (FEDERAL EXECUTIVE ORDER 11246) / EQUAL EMPLOYMENT OPPORTUNITY
(Federal - FHWA)

1. **Project Workforce Utilization Goals:**
These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the attached Appendix A.

2. **Executive Order 11246**
The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's of subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in

which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other

information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific Foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work-force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4 8.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

FEDERALLY FUNDED OR ASSISTED PROJECTS
APPENDIX A
(Labor Market Goals)

Standard Metropolitan Statistical Area (SMSA)

Female			**Minority**
Bridgeport – Stamford – Norwalk – Danbury			**10.2%**
6.9%			
Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield
Greenwich	Milford	Monroe	New Canaan
New Fairfield	Newton	Norwalk	Redding
Shelton	Stamford	Stratford	Trumbull
Weston	Westport	Wilton	
Hartford – Bristol – New Britain			**6.9%**
6.9%			
Andover	Avon	Berlin	Bloomfield
Bolton	Bristol	Burlington	Canton
Colchester	Columbia	Coventry	Cromwell
East Granby	East Hampton	East Hartford	East Windsor
Ellington	Enfield	Farmington	Glastonbury
Granby	Hartford	Hebron	Manchester
Marlborough	New Britain	New Hartford	Newington
Plainville	Plymouth	Portland	Rocky Hill
Simsbury	South Windsor	Southington	Stafford
Suffield	Tolland	Vernon	West Hartford
Wethersfield	Willington	Windsor	Windsor Locks
New Haven – Waterbury – Meriden			**9.0%**
6.9%			
Beacon Falls	Bethany	Branford	Cheshire
Clinton	East Haven	Guilford	Hamden
Madison	Meriden	Middlebury	Naugatuck
New Haven	North Branford	North Haven	Orange
Prospect	Southbury	Thomaston	Wallingford
Waterbury	Watertown	West Haven	Wolcott
Woodbridge	Woodbury		
New London – Norwich			**4.5%**
6.9%			
Bozrah	East Lyme	Griswold	Groton
Ledyard	Lisbon	Montville	New London
Norwich	Old Lyme	Old Saybrook	Preston
Sprague	Stonington	Waterford	

Non SMSA

Female			**Minority**
Litchfield – Windham			**5.9%**
6.9%			
Abington	Ashford	Ballouville	Bantam
Barkhamsted	Bethlehem	Bridgewater	Brooklyn
Canaan	Canterbury	Central Village	Cahplin
Colebrook	Cornwall	Cornwall Bridge	Danielson
Dayville	East Canaan	East Killingly	East Woodstock
Eastford	Falls Village	Gaylordsville	Goshen
Grosvenor Dale	Hampton	Harwinton	Kent
Killignly	Lakeside	Litchfield	Moosup
Morris	New Milford	New Preston	New Preston Marble Dale
Norfolk	North Canaan	No. Grosvenordale	North Windham
Oneco	Pequabuck	Pine Meadow	Plainfield
Pleasant Valley	Pomfret	Pomfret Center	Putnam
Quinebaug	Riverton	Rogers	Roxbury
Salisbury	Scotland	Sharon	South Kent
South Woodstock	Sterling	Taconic	Terryville
Thompson	Torrington	Warren	Warrenville
Washington	Washington Depot	Wauregan	West Cornwall
Willimantic	Winchester	Winchester Center	Windham
Winsted	Woodstock	Woodstock Valley	

EXHIBIT D

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

(a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

(4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

(6) "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(9) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

(12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

(13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

(14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

    2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

    3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

    4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

    5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

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

CONTRACT CONSEQUENCES

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

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

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.
Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

EXHIBIT F

(Federal wage rate package will be inserted here for final executed contract only. Refer to NTC – Federal Wage Determinations)

"General Decision Number: CT20210001 01/01/2021

Superseded General Decision Number: CT20200001

State: Connecticut

Construction Type: Highway

Counties: Fairfield, Litchfield, Middlesex, New Haven,
Tolland and Windham Counties in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BRCT0001-004 01/06/2020

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS AND STONE MASONS	$ 35.72	33.16

CARP0326-003 05/04/2020

LITCHFIELD COUNTY
Harwinton, Plymouth, Thomaston, Watertown
MIDDLESEX COUNTY
NEW HAVEN COUNTY
Beacon Falls, Bethany, Branford, Cheshire, East Haven, Guilford, Hamden. Madison, Meriden, Middlebury, Naugatuck, New Haven, North Branford, North Haven, Orange (east of Orange Center Road and north of Route 1, and north of Route 1 and east

of the Oyster River), Prospect, Southbury, Wallingford,
Waterbury, West Haven, Wolcott, Woodbridge
TOLLAND COUNTY
Andover, Columbia, Coventry, Hebron, Mansfield, Union,
Willington
WINDHAM COUNTY

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS	$ 34.53	25.64
DIVER TENDERS	$ 34.53	25.64
DIVERS	$ 42.99	25.64

CARP0326-014 05/04/2020

	Rates	Fringes
Carpenters: (TOLLAND COUNTY Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS	$ 34.53	25.64
DIVER TENDERS	$ 34.53	25.64
DIVERS	$ 42.99	25.64

CARP0326-017 05/04/2020

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS	$ 34.53	25.64
DIVER TENDERS	$ 34.53	25.64
DIVERS	$ 42.99	25.64

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton,
Fairfield, Greenwich, Monroe, New Canaan, New Fairfield,
Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman,
Stamford, Stratford, Trumbull, Weston, Westport, Wilton;

LITCHFIELD COUNTY

Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook,
Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New
Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon,
Torrington, Warren, Washington, Winchester, Woodbury;

NEW HAVEN COUNTY

Ansonia, Derby, Milford, Orange (west of Orange Center Road
and south of Route 1 and west of the Oyster River), Oxford,
Seymour;

CARP1121-006 01/06/2020

	Rates	Fringes
MILLWRIGHT	$ 34.94	26.19

ELEC0003-002 05/08/2008

	Rates	Fringes
Electricians		

FAIRFIELD COUNTY

Darien, Greenwich, New Canaan, Stamford.....$ 44.75 30.42

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* ELEC0035-001 06/01/2020

	Rates	Fringes
Electricians: MIDDLESEX COUNTY (Cromwell, Middlefield, Middleton and Portland); TOLLAND COUNTY; WINDHAM COUNTY.....	$ 40.25	3%+29.17

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* ELEC0090-002 06/01/2020

	Rates	Fringes
Electricians:.....	$ 39.00	3%+29.91

LITCHFIELD COUNTY

Plymouth Township;

MIIDDLESEX COUNTY

Chester, Clinton, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Old Saybrook, Westbrook;

NEW HAVEN COUNTY

All Townships excluding Beacon Falls, Middlebury,Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott.

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* ELEC0488-002 06/01/2020

	Rates	Fringes
Electricians.....	$ 39.92	3%+28.75

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield, Monroe, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stratford, Trumbull, Weston, Westport and Wilton.

LITCHFIELD COUNTY

Except Plymouth;

NEW HAVEN COUNTY

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott

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ENGI0478-001 04/05/2020

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	$ 42.45	25.30
GROUP 2.....	$ 42.11	25.30
GROUP 3.....	$ 41.32	25.30

GROUP 4	$ 40.91	25.30
GROUP 5	$ 40.28	25.30
GROUP 6	$ 39.95	25.30
GROUP 7	$ 39.59	25.30
GROUP 8	$ 39.17	25.30
GROUP 9	$ 38.71	25.30
GROUP 10	$ 36.54	25.30
GROUP 11	$ 36.54	25.30
GROUP 12	$ 36.48	25.30
GROUP 13	$ 38.11	25.30
GROUP 14	$ 35.86	25.30
GROUP 15	$ 35.53	25.30
GROUP 16	$ 34.66	25.30
GROUP 17	$ 34.23	25.30
GROUP 18	$ 33.54	25.30

Hazardous waste premium $3.00 per hour over classified rate.

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

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra $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 rated capacity and over) Bauer Drill/Caisson
3) Cranes(under 100 ton rated capacity)

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & over), Excavator over 2 cubic yards, piledriver ($3.00 premium when operator controls hammer), Bauer Drill/Caisson

GROUP 3: Excavator, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operation) Rubber Tire Excavator (drott 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooper).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine,

post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24"" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer,ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator,welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

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* IRON0015-002 06/01/2020

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	$ 36.67	37.62

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

LABO0056-003 04/05/2020

	Rates	Fringes
Laborers:		
GROUP 1.....	$ 31.00	22.15
GROUP 2.....	$ 31.25	22.15
GROUP 3.....	$ 31.50	22.15

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     GROUP 4.....................$ 32.00            22.15
     GROUP 5.....................$ 32.75            22.15
     GROUP 6.....................$ 33.00            22.15
     GROUP 7.....................$ 18.00            22.15

 LABORERS CLASSIFICATIONS

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

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

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

 GROUP 4: Asbestos/lead removal

 GROUP 5:  Blasters

 GROUP 6: Toxic waste remover

 GROUP 7: Traffic control signalman

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  LABO0056-004 04/05/2020

                                   Rates          Fringes

 Laborers: (TUNNEL
 CONSTRUCTION)
     CLEANING, CONCRETE AND
     CAULKING TUNNEL:
      Concrete Workers, Form
      Movers and Strippers.......$ 32.26            22.15
      Form Erectors..............$ 32.59            22.15
     ROCK SHAFT, CONCRETE,
     LINING OF SAME AND TUNNEL
     IN FREE AIR:
      Brakemen, Trackmen,
      Tunnel Laborers, Shaft
      Laborers...................$ 32.26            22.15
      Laborers Topside, Cage
      Tenders, Bellman...........$ 32.15            22.15
      Miners.....................$ 33.23            22.15
     SHIELD DRIVE AND LINER
     PLATE TUNNELS IN FREE AIR:
      Brakemen and Trackmen......$ 32.26            22.15
      Miners, Motormen, Mucking
      Machine Operators,
      Nozzlemen, Grout Men,
      Shaft and Tunnel, Steel
      and Rodmen, Shield and
      Erector, Arm Operator,
      Cable Tenders..............$ 33.23            22.15
     TUNNELS, CAISSON AND
     CYLINDER WORK IN
     COMPRESSED AIR:
      Blaster....................$ 39.72            22.15
      Brakemen, Trackmen,
      Groutman, Laborers,
      Outside Lock Tender,
      Gauge Tenders..............$ 39.52            22.15
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Change House Attendants, Powder Watchmen, Top on Iron Bolt	$ 37.54	22.15
Mucking Machine Operator	$ 40.31	22.15

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

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* PAIN0011-001 06/01/2020

	Rates	Fringes
Painters:		
Blast and Spray	$ 38.62	22.55
Brush and Roll	$ 35.62	22.55
Tanks, Towers, Swing	$ 37.62	22.55

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* PAIN0011-003 06/01/2020

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray	$ 52.25	22.55

TEAM0251-002 04/05/2020

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix	$ 29.97	25.79
2 Axle	$ 29.86	25.79
3 Axle Ready Mix	$ 30.03	25.79
3 Axle	$ 29.97	25.79
4 Axle Ready Mix	$ 30.13	25.79
4 Axle	$ 30.08	25.79
Heavy Duty Trailer 40 tons and over	$ 30.35	25.79
Heavy Duty Trailer up to 40 tons	$ 30.08	25.79
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids)	$ 30.13	25.79

Hazardous waste removal work receives additional $1.25 per hour.

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

===

END OF GENERAL DECISION
"

EXHIBIT G

(State wages will be inserted here)

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 21-19107

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: #0079-0241 Project Town: Meriden

State#: #0079-0241 FAP#: #1079 (11)

Project: Traffic Signal and Intersection Improvements (Meriden)

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	35.72	33.16
2) Carpenters, Piledrivermen	34.53	25.64
2a) Diver Tenders	34.53	25.64
3) Divers	42.99	25.64
03a) Millwrights	34.94	26.19
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	52.25	22.55
4a) Painters: Brush and Roller	35.62	22.55
4b) Painters: Spray Only	38.62	22.55
4c) Painters: Steel Only	37.62	22.55
4d) Painters: Blast and Spray	38.62	22.55
4e) Painters: Tanks, Tower and Swing	37.62	22.55

As of: January 15, 2021

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.0	29.91+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + 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)	44.63	32.95
----LABORERS---- -		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	31.0	22.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.25	22.15
10) Group 3: Pipelayers	31.5	22.15
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	31.5	22.15
12) Group 5: Toxic waste removal (non-mechanical systems)	33.0	22.15
13) Group 6: Blasters	32.75	22.15
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	32.0	22.15
Group 8: Traffic control signalmen	18.0	22.15
Group 9: Hydraulic Drills	29.3	18.90
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	33.23	22.15 + a
13b) Brakemen, Trackmen	32.26	22.15 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		

14) Concrete Workers, Form Movers, and Strippers	32.26	22.15 + a
15) Form Erectors	32.59	22.15 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.26	22.15 + a
17) Laborers Topside, Cage Tenders, Bellman	32.15	22.15 + a
18) Miners	33.23	22.15 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	39.72	22.15 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.52	22.15 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.54	22.15 + a
21) Mucking Machine Operator	40.31	22.15 + a
----TRUCK DRIVERS----(*see note below)		
Two axle trucks	29.86	25.79 + a
Three axle trucks; two axle ready mix	29.97	25.79 + a
Three axle ready mix	30.03	25.79 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	30.08	25.79 + a
Four axle ready-mix	30.13	25.79 + a
Heavy duty trailer (40 tons and over)	30.35	25.79 + a

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	30.13	25.79 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
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)	42.11	25.30 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	40.91	25.30 + 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	40.28	25.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	40.28	25.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	39.17	25.30 + 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).	38.71	25.30 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	36.54	25.30 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	36.54	25.30 + a
Group 12: Wellpoint Operator.	36.48	25.30 + a

Group 13: Compressor Battery Operator.	35.86	25.30 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	35.53	25.30 + 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
23) Driver Groundmen	26.5	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	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20

As of: January 15, 2021

28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

As of: January 15, 2021

Project: Traffic Signal and Intersection Improvements (Meriden)

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

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. For those without internet access, please contact the division listed below.

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

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

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

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.

As of: January 15, 2021

Project: Traffic Signal and Intersection Improvements (Meriden)

~~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: January 15, 2021

Important Information:

For use with Building, Heavy/Highway, and Residential

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 boom including jib, 150 feet - $1.50 extra.

Crane with boom including jib, 200 feet - $2.50 extra.

Crane with boom including jib, 250 feet - $5.00 extra.

Crane with boom including jib, 300 feet - $7.00 extra.

Crane with boom including jib, 400 feet - $10.00 extra.

All 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 one 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.ctdol.state.ct.us.
- 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.

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 Persons 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.

TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS
MERIDEN, CONNECTICUT

SPECIAL PROVISIONS

STANDARD SPECIFICATIONS FOR ROADS, BRIDGE, FACILITIES AND INCIDENTAL CONSTRUCTION, FORM 817 (JULY 2019) GOVERNS

THESE SPECIAL PROVISIONS ARE IN ADDITION TO
FORM 817 (JULY 2019) STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

PREPARED BY: CDM SMITH

JANUARY 2021

INDEX TO SPECIAL PROVISIONS

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 NO.	DESCRIPTION
0202451A	TEST PIT EXCAVATION
0219011A	SEDIMENT CONTROL SYSTEM AT CATCH BASIN
0404100A	BITUMINOUS CONCRETE PATCHING – FULL DEPTH
0686950.10A	REMOVE EXISTING PIPE – 0’-10’ DEEP
0813010A	REMOVAL OF GRANITE STONE CURBING
0813014A	5" GRANITE CURVED STONE CURBING (SPECIAL)
0921015A	MOUNTABLE CURB ISLAND
0952001A	SELECTIVE CLEARING AND THINNING
0952011A	SELECTIVE CLEARING AND THINNING – ALT A
0952012A	SELECTIVE CLEARING AND THINNING – ALT B
0952013A	SELECTIVE CLEARING AND THINNING – ALT C
0952014A	SELECTIVE CLEARING AND THINNING – ALT D
0952015A	SELECTIVE CLEARING AND THINNING – ALT E
0969062A	CONSTRUCTION FIELD OFFICE, MEDIUM
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC
0971002A	MAINTENANCE AND PROTECTION OF TRAFFIC– ALT A
0971003A	MAINTENANCE AND PROTECTION OF TRAFFIC– ALT B
0971004A	MAINTENANCE AND PROTECTION OF TRAFFIC– ALT C
0971005A	MAINTENANCE AND PROTECTION OF TRAFFIC– ALT D
0971006A	MAINTENANCE AND PROTECTION OF TRAFFIC– ALT E
0979004A	CONSTRUCTION BARRICADE DETECTABLE
0992092A	REMOVE AND STACK BRICK PAVERS
1001001A	TRENCHING AND BACKFILLING
1002201A	TRAFFIC CONTROL FOUNDATION – SPAN POLE
1002202A	TRAFFIC CONTROL FOUNDATION – MAST ARM
1008908A	CLEAN EXISTING CONDUIT
1010060A	CLEAN EXISTING CONCRETE HANDHOLE
1015034A	GROUNDING AND BONDING
1017030A	SERVICE
1102002A	8’ ALUMINUM PEDESTAL
1102008A	4’-4” ALUMINUM PEDESTAL
1102010A	12’ ALUMINUM PEDESTAL
1103022A	30' STEEL SPAN POLE
1104023A	20’ STEEL MAST ARM ASSEMBLY
1104026A	25’ STEEL MAST ARM ASSEMBLY
1104028A	30’ STEEL MAST ARM ASSEMBLY
1104031A	35’ STEEL MAST ARM ASSEMBLY
1104033A	40’ STEEL MAST ARM ASSEMBLY
1104037A	45’ STEEL MAST ARM ASSEMBLY
1104038A	50’ STEEL MAST ARM ASSEMBLY
1104101A	25' AND 15' TWIN STEEL MAST ARM ASSEMBLY
1104102A	35' AND 20' TWIN STEEL MAST ARM ASSEMBLY
1104103A	35' AND 30' TWIN STEEL MAST ARM ASSEMBLY
1104104A	45' AND 40' TWIN STEEL MAST ARM ASSEMBLY

1105001A	1 WAY, 1 SECTION SPAN WIRE TRAFFIC SIGNAL
1105003A	1 WAY, 3 SECTION SPAN WIRE TRAFFIC SIGNAL
1105074A	1 WAY, 3 SECTION SPAN WIRE TRAFFIC SIGNAL - PROGRAMMED
1105101A	1 WAY, 1 SECTION MAST ARM TRAFFIC SIGNAL
1105103A	1 WAY, 3 SECTION MAST ARM TRAFFIC SIGNAL
1105151A	1 WAY, 3 SECTION POLE MOUNTED TRAFFIC SIGNAL, PROGRAMMED
1105203A	1 WAY, 3 SECTION POLE MOUNTED TRAFFIC SIGNAL
1105303A	1 WAY, 3 SECTION PEDESTAL MOUNTED TRAFFIC SIGNAL
1106001A	1 WAY PEDESTRIAN SIGNAL POLE MOUNTED
1106002A	2 WAY PEDESTRIAN SIGNAL POLE MOUNTED
1106003A	1 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED
1106004A	2 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED
1107007A	PEDESTRIAN PUSH BUTTON AND SIGN (PIEZO)
1108116A	FULLLY ACTUATED CONTROLLER WITH ACTUATED PEDESTRIAN PHASE (16 PHASE)
1108163A	MODIFY EXISTING CONTROLLER
1108165A	REPLACE CONTROLLER IN EXISTING CABINET
1108725A	PHASE SELECTOR (MODIFIED)
1108808A	TRAINING
1111407A	CAMERA VIDEO DETECTION SYSTEM - GRIDSMART
1112413A	DETECTOR (TYPE A) (MODIFIED)
1112471A	PREEMPTION SYSTEM CHASSIS (MODIFIED)
1113511A	RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 1)
1113512A	RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 2)
1113513A	RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 3)
1113514A	RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 4)
1113515A	RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 5)
1113516A	RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 6)
1113552A	DETECTOR CABLE (OPTICAL) (MODIFIED)
1113812A	UNINTERRUPTIBLE POWER SUPPLY
1113398A	CABLE CLOSURE (TYPE A)
1114106A	SPAN WIRE, HIGH STRENGTH
1118012A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT
1118016A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT A
1118017A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT B
1118018A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT C
1118019A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT D
1118020A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT E
1118051A	TEMPORARY SIGNALIZATION (SITE NO. 1)
1118052A	TEMPORARY SIGNALIZATION (SITE NO. 2)
1118053A	TEMPORARY SIGNALIZATION (SITE NO. 3)

1118054A	TEMPORARY SIGNALIZATION (SITE NO. 4)
1118055A	TEMPORARY SIGNALIZATION (SITE NO. 5)
1118056A	TEMPORARY SIGNALIZATION (SITE NO. 6)
1118057A	TEMPORARY SIGNALIZATION (SITE NO. 7)
1118058A	TEMPORARY SIGNALIZATION (SITE NO. 8)
1118059A	TEMPORARY SIGNALIZATION (SITE NO. 9)
1118060A	TEMPORARY SIGNALIZATION (SITE NO. 10)
1118071A	TEMPORARY SIGNALIZATION (SITE NO. 11)
1118072A	TEMPORARY SIGNALIZATION (SITE NO. 12)
1118073A	TEMPORARY SIGNALIZATION (SITE NO. 13)
1118122A	INTERNALLY ILLUMINATED SIGN
1131002A	REMOTE CONTROLLED CHANGEABLE MESSAGE SIGN
1206023A	REMOVAL AND RELOCATION OF EXISTING SIGNS
1206024A	REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT A
1206026A	REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT B
1206027A	REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT C
1206028A	REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT D
1206029A	REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT E
1208931A	SIGN FACE - SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)
1302053A	RESET WATER GATE
1403501A	RESET MANHOLE (SANITARY SEWER)

NOTICE TO CONTRACTOR - ACCESS TO RESIDENCES AND COMMERCIAL PROPERTIES

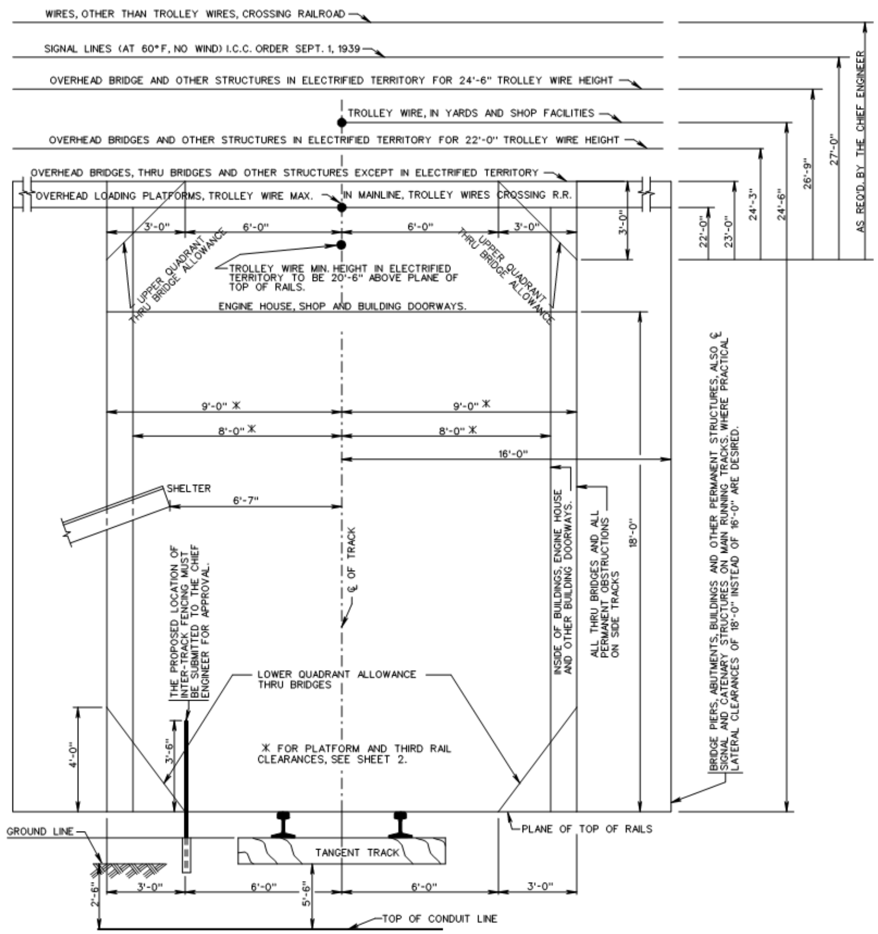
The Contractor shall maintain and protect traffic operations at all driveways and provide adequate sightline. The Contractor shall not restrict sightline with construction equipment when not actively working. The Contractor shall also safeguard pedestrian operation and maintain access to properties at all times.

NOTICE TO CONTRACTOR – AMTRAK ROW RESTRICTED ACCESS

The Contractor, or any of his Subcontractors, Suppliers, or any other entity, may not enter Amtrak's property (right-of-way) until such time that a written Construction Force Account Agreement (Agreement) is in place between the Connecticut Department of Transportation and Amtrak.

The Contractor is hereby notified that an agreement with Amtrak has not yet been acquired. The Contractor or any of his Subcontractors, Suppliers or any other entity, may not enter Amtrak property (right-of-way) or conduct any operations, which Amtrak determines to require flag protection until such time that the agreement is in place. The Contractor will be notified by the Engineer when the agreement is complete and fully executed by said parties.

SHEET 1 OF 2



NOTES:

CLEARANCE REQUIREMENTS SHOWN ON THIS PLAN APPLY ONLY TO NEW CONSTRUCTION OR RECONSTRUCTION. EXISTING STRUCTURES AND TRACKS MAY BE MAINTAINED AND EXTENDED AT PRESENT CLEARANCES, UNLESS OTHERWISE REQUIRED BY LOCAL OR STATE AUTHORITIES.

STRUCTURES MUST NOT BE LOCATED NEARER TO THE TRACK THAN THE MINIMUM CLEARANCE LIMITS SHOWN ON THIS PLAN AND THESE DISTANCES SHOULD BE EXCEEDED WHERE POSSIBLE. CONSIDERATION SHOULD BE GIVEN TO THE PROBABILITY OF INCREASED DISTANCE BETWEEN TRACK CENTER LINES. WIDENING ROADBED SHOULDERS AND WIDENING AND DEEPENING DITCHES, AND THE STRUCTURES SHOULD BE LOCATED ACCORDINGLY.

FOR STANDARD DISTANCES BETWEEN TRACK CENTER LINES AND THE SPACING OF TRACKS WHERE INTERTRACK CLEARANCE - LIMITING OBJECTS ARE LOCATED, SEE MW-1000 SPECIFICATIONS FOR INSPECTION, CONSTRUCTION AND MAINTENANCE OF TRACK

WHERE PHYSICAL CONDITIONS IMPOSE INSURMOUNTABLE RESTRICTIONS, NECESSITATING CLEARANCES CLOSER THAN THOSE SPECIFIED, THE MATTER MUST BE SUBMITTED TO THE CHIEF ENGINEER FOR ANY MODIFICATIONSAND EXCEPTIONS TO THIS STANDARD.

MINIMUM CLEARANCES SHOWN ON THIS PLAN ARE FOR TANGENT LEVEL TRACK.

FOR CURVED TRACK THE FOLLOWING PROVISIONS APPLY:

VERTICAL - MEASURED VERTICALLY ABOVE HIGH RAIL EXCEPT FOR PASSENGER AND FREIGHT PLATFORMS WHICH ARE MEASURED PERPENDICULAR TO THE PLANE OF TOP OF RAIL.

LATERAL - OUTSIDE AND INSIDE CLEARANCES SHALL BE MEASURED RADIALLY AND HORIZONTALLY AND INCREASED BY 1 1/2 INCHES PER DEGREE OF CURVATURE OVER THAT SHOWN FOR TANGENT TRACK.

IN ADDITION, THE INSIDE CLEARANCE FOR SUPER ELEVATED TRACK SHALL BE FURTHER INCREASED BY 1 INCH FOR EACH 1 INCH OF SUPERELEVATION FOR EACH 5 FEET OF HEIGHT ABOVE TOP OF LOW RAIL.

⋇ FOR STATE CLEARANCE REQUIREMENTS, SEE A.R.E.M.A. MANUAL, CHAPTER 28, SECTION 3.6, LEGAL CLEARANCE REQUIREMENTS BY STATES.

Amtrak®

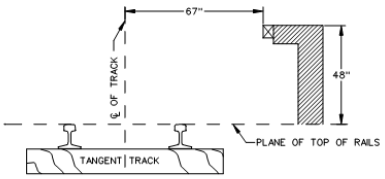
OFFICE OF THE
CHIEF ENGINEER OF TRACK

Phila., PA Date: August 1, 2016 Approved:

No.	Revisions	Date	By
08	ADDED SHEET 2	08-01-16	KJW

STANDARD TRACK PLAN
MINIMUM ROADWAY CLEARANCES

Designed: Amtrak | Drawn: TDI-SLC | Checked: MT | Date: 08-01-16 | Dwg. No.: 70050.001.08

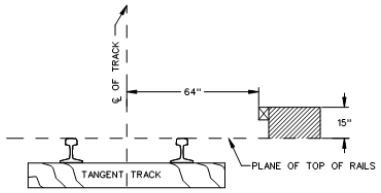


HIGH PASSENGER PLATFORM

DIMENSIONS LISTED ARE FOR TANGENT TRACK. PLATFORM DIMENSIONS MUST BE COMPENSATED FOR CURVATURE AND SUPER-ELEVATION IN ACCORDANCE WITH THE MW1000 REQUIREMENTS.

HIGH PASSENGER PLATFORM MUST NOT BE CONSTRUCTED ON TRACK HAVING CURVATURE IN EXCESS OF 1°-40' OR WHERE SPEED REQUIRES ELEVATION OF OUTER RAIL IN EXCESS OF 1" WITHOUT THE APPROVAL OF THE CHIEF ENGINEER.

HIGH PASSENGER PLATFORM MUST NOT BE CONSTRUCTED ADJACENT TO TRACKS PROVIDING ACCESS FOR DIMENSIONAL LOAD SHIPMENTS OR STRACNET ROUTES WITHOUT THE APPROVAL OF THE CHIEF ENGINEER.

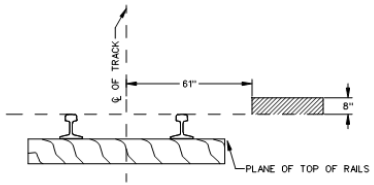


MID LOW PASSENGER PLATFORM

DIMENSIONS LISTED ARE FOR TANGENT TRACK. PLATFORM DIMENSIONS MUST BE COMPENSATED FOR CURVATURE AND SUPER-ELEVATION IN ACCORDANCE WITH THE MW1000 REQUIREMENTS.

64" DIMENSION TO BE USED ON PLATFORMS CONSTRUCTED ON TRACKS WHERE FREIGHT LOCOMOTIVES CAN AVOID PASSING THE PLATFORM.

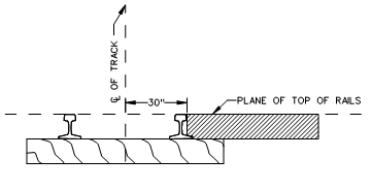
MID LOW PASSENGER PLATFORM MUST NOT BE CONSTRUCTED ON TRACK HAVING CURVATURE IN EXCESS OF 1°-40' OR WHERE SPEED REQUIRES ELEVATION OF OUTER RAIL IN EXCESS OF 1" WITHOUT THE APPROVAL OF THE CHIEF ENGINEER.



LOW PASSENGER PLATFORM

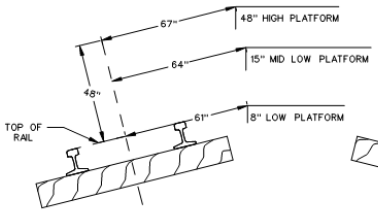
61" DIMENSION TO BE USED ON AMTRAK OWNED LINES. HOST RAILROAD MAY DETERMINE AN ALTERNATE STANDARD TO USE ON THEIR LINES

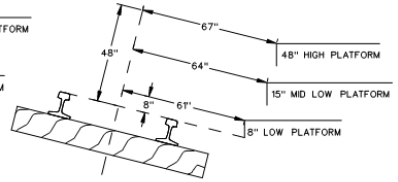
8" LOW PASSENGER PLATFORM WILL NOT BE COMPENSATED FOR CURVATURE UP TO 8°. FOR CURVATURE IN EXCESS OF 8°, LOW PLATFORM SHOULD BE DESIGNED AT TOP OF RAIL ELEVATION AND EXTENDED TO THE FIELD SIDE OF THE NEAR RAIL. CONSTRUCTION REQUIRES THE APPROVAL OF THE CHIEF ENGINEER.



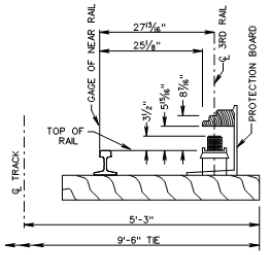
TOP OF RAIL PASSENGER PLATFORM

TOP OF RAIL PASSENGER PLATFORM MUST ONLY BE USED ON PLATFORM LOCATIONS WHERE THE CURVATURE EXCEEDS 8°, AND WITH THE APPROVAL OF THE CHIEF ENGINEER.

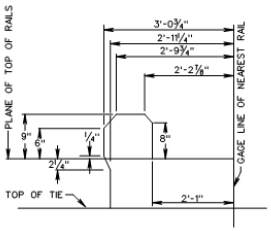




HORIZONTAL MEASUREMENTS FOR PLATFORM COMPENSATION FOR CROSSLEVEL



LOCATION OF OVER-RUNNING 3RD. RAIL, BRACKET AND PROTECTION BOARD.



CLEARANCE LIMITS OF THIRD RAIL STRUCTURE

OFFICE OF THE CHIEF ENGINEER OF TRACK

Phila., PA Date: August 1, 2016 Approved:

No.	Revisions	Date	By
08	ADDED SHEET 2	08-01-16	KJW

STANDARD TRACK PLAN
MINIMUM ROADWAY CLEARANCES

Designed: Amtrak | Drawn: TDI-SLC | Checked: MT | Date: 08-01-16 | Dwg. No.: 70050.002.08

NOTICE TO CONTRACTOR - AS-BUILT PLANS

The Contractor shall be responsible for furnishing as-built drawings upon completion of the project. The Contractor has an option to submit as-builts electronically or by hand and shall be maintained as the work progresses. The as-builts should clearly define any deviations from the original plans either geometrically (horizontal or vertical) or changes in materials used. Final payment will not be released until the final as-built drawings have been furnished to the City.

This work shall be performed on a continuing basis and shall be included in the general cost of the work. No separate payment will be made for As-Built Drawings. This information will be used by the Municipality and may serve as public information.

NOTICE TO CONTRACTOR - BID ALTERNATES

The bid for this project is divided into a "Base Bid" and five alternates ("Bid Alternate A", "Bid Alternate B", "Bid Alternate C", "Bid Alternate D", and "Bid Alternate E"). The work is divided as follows:

Base Bid
All work identified in the Contract Drawings, TCS-01, TCS-02, TCS-03, TCS-04, TCS-05, TCS-06, TCS-09, TCS-10, TCS-12, TCS-13, TCS-14, CON-01, CON-02, SPM-01, SPM-02, SPM-04, SPM-05, SPM-06, SPM-08, SPM-09, SPM-10, and SPM-11.

Bid Alternate A
All improvements identified on TCS-07, CON-03, and SPM-03 at the intersection of **West Main Street at Colony Street** in the Contract Drawings.

Bid Alternate B
All improvements identified on TCS-08 and SPM-07 at the intersection of **Hanover Street at Colony Street and Perkins Street** in the Contract Drawings.

Bid Alternate C
All improvements identified on TCS-11 and SPM-12 at the intersection of **Colony Street at Church Street** in the Contract Drawings.

Bid Alternate D
All improvements identified on TCS-15, CON-03, and SPM-03 at the intersection of **West Main Street at Colony Street** in the Contract Drawings.

Bid Alternate E
All improvements identified on TCS-16 and SPM-07 at the intersection of **Hanover Street at Colony Street and Perkins Street** in the Contract Drawings.

Bidders are required to submit bids for the "Base Bid," "Bid Alternate A," "Bid Alternate B," "Bid Alternate C," "Bid Alternate D," and, "Bid Alternate E" on the forms provided. Bids which do not include the "Base Bid," "Bid Alternate A," "Bid Alternate B," "Bid Alternate C," "Bid Alternate D," and, "Bid Alternate E" will be considered incomplete and will be subject to rejection in their entirety. If any bid price for the "Base Bid," "Bid Alternate A," "Bid Alternate B," "Bid Alternate C," "Bid Alternate D," and, "Bid Alternate E" is obviously unbalanced either in excess of, or below reasonable fair market values, then the entire bid will be considered nonresponsive, and the bid will be rejected.

The Award of Contract will be made to the lowest responsible bidder for the "Base Bid" work, which does not include the bid price for "Bid Alternate A," "Bid Alternate B," "Bid Alternate C," "Bid Alternate D," and, "Bid Alternate E". The City shall have the right to accept or omit "Bid Alternate A," "Bid Alternate B," "Bid Alternate C," "Bid Alternate D," and, "Bid Alternate E".

No additional calendar days will be allotted for the inclusion of “Bid Alternate A,” “Bid Alternate B,” “Bid Alternate C,” “Bid Alternate D,” or, “Bid Alternate E”. There shall be no claims filed for additional compensable or non-compensable delays due merely to the addition of “Bid Alternate A,” “Bid Alternate B,” “Bid Alternate C,” “Bid Alternate D,” or, “Bid Alternate E” and their ramifications.

In the event of any discrepancies between this Notice to Contractor and the Information to Bidders within the Contract Documents this Notice to Contractor governs.

NOTICE TO CONTRACTOR – CONSTRUCTION OF CONCRETE SIDEWALK RAMPS

The Contractor is hereby notified that the sidewalk curb ramps shall be constructed in accordance with Connecticut Department of Transportation "Concrete Sidewalk Ramps" details included in the Contract Drawings at the locations shown on the plans. It is the contractor's responsibility to ensure that the concrete sidewalk ramps are constructed to meet the requirements provided in the construction documents. Additional sidewalk removal and reconstruction may be required for concrete sidewalk ramps to meet these requirements and is paid for under Item #0921001 "Concrete Sidewalk" and Item # 0202513 "Removal of Concrete Sidewalk". The contractor shall verify compliance with these requirements prior to excavation.

The contractor shall contact the City of Meriden Public Works Construction Inspection at (203) 537-3202 or (203) 630-4019 for form inspection prior to the placement of final concrete.

Sidewalk repairs and replacement must be in place for one year before the release of the final bond.

NOTICE TO CONTRACTOR - CONTRACT TIME AND LIQUIDATED DAMAGES

This project is separated into four phases, which are described under Section 1.08 – Prosecution and Progress. The contract time for each phase will have individual "Notice to Proceed" dates for commencement of work.

The contract time and liquidated damages for each track are described below.

Phase 1

The first phase is to afford the Contractor time for the administrative/engineering/procurement function required for the project. This would include such items as performing construction staking, digging test pits, submitting catalog cuts or shop drawings and purchasing materials. Actual construction is not permitted during the period.

Twenty-one (21) calendar days will be allowed for completion of the work included under Phase 1, and the liquidated damages charge to apply will be two thousand dollars ($2,000.00) per calendar day.

Phase 2

All underground and in roadway work installation of all foundations and conduits for signal equipment, resetting or replacement of granite stone curb as necessary for relocated sidewalk ramps, and channelization island modifications at the following contract intersections:

- East Main Street at Pratt Street and Perkins at Crown Street
- East Main Street at Colony Street*
- Colony Street at Church Street**

*only included if Alternate A is selected, if Alternate B is selected work can be completed in Phase 4

**only included if Alternate C is selected

Eighty-four (84) calendar days will be allowed for completion of the work included under Phase 2, and the liquidated damages charge to apply will be two thousand dollars ($2,000.00) per calendar day.

Phase 3

All work at the following contract intersections:

- Cook Avenue at Hanover Street

- Cook Avenue at West Main Street
- Hanover Street at Butler Street
- Hanover Street at South Grove Street
- West Main Street at Butler Street
- West Main Street at South Grove Street

One hundred and sixty-one (161) calendar days will be allowed for completion of the work included under Phase 3, and the liquidated damages charge to apply will be two thousand dollars ($2,000.00) per calendar day.

Phase 4

All remaining work.

One hundred and ninety-six (196) calendar days will be allowed for completion of the work included under Phase 4, and the liquidated damages charge to apply will be two thousand dollars ($2,000.00) per calendar day.

NOTICE TO CONTRACTOR – FOR INFORMATION ONLY

The following documents are available for information only and are not part of the construction contract:

- Design Computations, Traffic Signal & Intersection Improvements, In the City of Meriden, Connecticut. State Project No. 0079-0241. January 2021. RHS Consulting Design, LLC.

- Hazardous Building Materials Inspection Report, City of Meriden, Traffic Signal Improvements, Meriden, CT. November 24, 2020. Freeman Companies, LLC.

- Geotechnical Report, Meriden TOD Signal Upgrades, Meriden, Connecticut. December 18, 2019. Freeman Companies, LLC.

NOTICE TO CONTRACTOR – FORM 817

The contractor is notified that this contract uses the Connecticut Department of Transportation Standard Specifications for Roads, Bridge, Facilities and Incidental Construction, Form 817 (July 2019).

NOTICE TO CONTRACTOR - HARDWIRE INTERCONNECT

The Contractor is hereby advised that traffic signals within the project area operate as part of an existing system connected via existing 19/12 communication cable. Under this project, the Contractor shall be responsible for disconnecting the existing 19/12 communication cable from the existing traffic controller cabinets and reconnecting in the new traffic controller cabinets.

At all intersections a proposed handhole is shown at the location of the existing controller cabinet except for the intersection of East Main Street at Pratt Street and Perkins Street where the existing controller cabinet shall remain. The locations of existing 19/12 communication cables are not shown on the plans. The Contractor shall be responsible for field verifying the location of existing 19/12 communication cables prior to starting this work.

If the existing 19/12 communication cables are too short to reach the new traffic signal controller cabinet, then the Contractor shall notify the Engineer. Upon approval by the Engineer, the Contractor shall install a new 19/12 communication cables continuously between each cabinet. The cables must be installed continuously between each cabinet. Splicing shall be allowed only with prior approval in writing by the City of Meriden.

This work including the coordination with the City of Meriden and field locating the existing conduit and 19/12 communication cables is considered incidental to Item# 1113446 “No. 19 AWG,12 Twisted Pair, Communication Cable”. The testing of the hardwire communication system is incidental to Item# 1108116A “Fully Actuated Controller with Actuated Pedestrian Phase (16 Phase)”. The installation of new rigid metal conduit, cleaning existing conduit and cleaning existing handholes shall be paid under the applicable items.

NOTICE TO CONTRACTOR - LAWN IRRIGATION SYSTEMS ON PRIVATE PROPERTIES

The contractor shall coordinate with abutting property owners within the project limits to stake out potential conflicting lawn irrigation systems. The contractor shall protect the existing lawn irrigation system during construction.

The contractor shall be liable for all damages or claims received or sustained by any property owner in consequence of damages to the existing irrigation systems caused directly or indirectly by the operations of the contractor.

This work shall be included in the general cost of the work. No separate payment will be made for protecting the existing lawn irrigation system during construction.

NOTICE TO CONTRACTOR - PORTLAND CEMENT CONCRETE (PCC) MIX CLASSIFICATIONS

SECTIONS 6.01 and M.03 MIX CLASSIFICATION EQUIVALENCY

Sections 6.01 *Concrete for Structures* and M.03 *Portland Cement Concrete* have been revised to reflect changes to item names and nomenclature for standard Portland cement concrete (PCC) mix classifications. Special Provisions, plan sheets and select pay items in this Contract may not reflect this change. Refer to the Concrete Mix Classification Equivalency Table below to associate the Concrete Mix Classifications with Former Mix Classifications that may be present elsewhere in the Contract.

Concrete Mix Classification Equivalency Table

New Mix Classification (Class PCCXXXYZ[1])	Former Mix Classification
Class PCC03340	Class "A"
Class PCC03360	Class "C"
Class PCC04460[2]	Class "F"
Class PCC04462[2]	High Performance Concrete
Class PCC04481, PCC05581	Class "S"

Table Notes:

1. See Table M.03.02-1, Standard Portland Cement Concrete Mixes, for the new Mix Classification naming convention.
2. Class PCC04462 (formerly Class "HP1" Concrete; also called low permeability concrete) is to be used for the following cast-in-place bridge components: decks, bridge sidewalks, and bridge parapets.

Where called for in the Contract, **Low Permeability Concrete** shall be used, as specified in Sections 6.01 and M.03. Please pay special attention to the requirements for Class PCC04462, including:

- Submittal of a mix design developed by the Contractor and a concrete supplier **at least 90 days prior to placing the concrete**
- Testing and trial placement of the concrete mix is to be developed and discussed with the Department

The Department will not consider any requests for change to eliminate the use of Low Permeability Concrete on this Project.

NOTICE TO CONTRACTOR - PERMITS

The Contractor shall obtain all necessary City and State permits including but not limited to sidewalk, curb, road opening, and Encroachment Permit.

This work shall be included in the general cost of the work. No separate payment will be made for permits.

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 - RAILROAD PRE-EMPTION

The Contractor is hereby advised that traffic signals within the project area operate as part of an existing railroad pre-emption system. When a train enters the track circuit, the Railroad provides immediate (simultaneous) pre-emption to the traffic signal controller cabinets via a hard-wire connection to the existing traffic signal controller cabinets.

Under this project, the Contractor shall be responsible for disconnecting the pre-emption cables from the existing traffic controller cabinets and reconnecting in the new controller cabinets as described under the special provision for items #1113511A Relocate Railroad Pre-emption Cable (Site No. 1), #1113512A Relocate Railroad Pre-emption Cable (Site No. 2), #1113513A Relocate Railroad Pre-emption Cable (Site No. 3), #1113514A Relocate Railroad Pre-emption Cable (Site No. 4), #1113515A Relocate Railroad Pre-emption Cable (Site No. 5), #1113516A Relocate Railroad Pre-emption Cable (Site No. 6). This work must be completed under supervision of Amtrak to ensure minimal disruption to the railroad pre-emption system.

The Contractor must submit a schedule and procedure to switch the railroad pre-emption cables over to the new traffic signal controllers for review by the City of Meriden, Connecticut Department of Transportation, and Amtrak. The Contractor shall not be allowed to perform any work that may interfere with operation of this railroad pre-emption system until the schedule and procedure is approved by the City of Meriden, Connecticut Department of Transportation, and Amtrak in writing.

The Contractor shall be responsible for coordinating with Amtrak during construction as needed to accomplish this work. Coordination with Amtrak shall be considered incidental to the project. No claim for additional compensation will be allowed for the work required to, or that results from, work to coordinate with Amtrak.

Refer to Section 1.07 – Legal Relations and Responsibilities for Amtrak contact information

NOTICE TO CONTRACTOR –

RAILROAD SAFETY ORIENTATION TRAINING

The Contractor is hereby alerted that part of the work being done as part of this contract, that all individuals, including representatives and employees of the Contractor as well as any subcontractor(s) working for the Contractor, before entering onto railroad property or coming with twenty-five (25) feet of the centerline of track shall first complete **Amtrak Contractor Safety Orientation** web-based training.

The Contractor shall contact the Railroad's authorized representative for information concerning Amtrak's safety orientation training:

Email: support@amtrakcontractor.com
Telephone: (866) 599-2482
Fax: (866) 594-6704
Web Site: https://www.amtrakcontractor.com/

Any cost incurred by the Contractor pertaining to the safety orientation training is non-reimbursable by the State of Connecticut and the City of Meriden.

NOTICE TO CONTRACTOR - RAILROAD SPECIFICATIONS

The contractor is hereby notified that all railroad 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 – RECENT REVISIONS

The Contractor is hereby notified that the following Traffic Engineering Special Provisions have been revised:

Section 10.00 – General Clauses for Highway Illumination and Traffic Signal Projects

- Updated as-built plan requirements

1105xxxA – X_Way_X_Section Traffic Signal:

- Changed the color of housing, brackets, and hardware
- Clarified color of housing door and visor.
- Backplates:
  - changed to louvered
  - changed retroreflective strip sheeting type
  - changed aluminum alloy to 5052-H32
  - provided range for acceptable thickness

1106xxxA – X_Way_Pedestrian Signal:

- Changed the color of housing, brackets, and hardware
- Clarified color of housing door and visor

The Contractor is hereby notified that Traffic Engineering's following Standard Sheets have been revised:

TR-1105_01 – Traffic Signals and Cable Assignments

- Revised grounding note for span and other minor revisions

TR-1107_01 – Pedestrian Push Buttons

- Updated pedestrian sign legends and notes.

The Contractor is hereby notified that Traffic Engineering's following guide sheets are included:

GS_Trenching and Backfilling

- Revised Pavement – Bituminous Concrete or Overlayed Portland Cement Concrete
- Revised granular fill and overlay requirements.

NOTICE TO CONTRACTOR -

TEMPORARY PERMIT TO ENTER UPON RAILROAD PROPERTY

The Contractor is hereby alerted that prior to the work being done as part of this contract, the Contractor may be required to obtain a temporary permit from the National Railroad Passenger Corporation (AMTRAK) to enter upon railroad property. The Contractor is directed to contact AMTRAK to determine the requirements for work in the railroad right-of-way, specifically the document entitled "NATIONAL RAILROAD PASSENGER CORPORATION – TEMPORARY PERMIT TO ENTER UPON PROPERTY – C.E.-17 (REVISED 9/21/18)."

The Contractor shall contact the Railroad's authorized representatives to negotiate AMTRAK's compensation for the preparation of any temporary permit:

Ms. Madeleine Respler
Third Party Development Lead – Engineering I&C
National Railroad Passenger Corporation (AMTRAK)
2955 Market Street
30th Street Station, Box 64
Philadelphia, PA, 19104
(215) 349-4367
Madeleine.Respler@amtrak.com

Mr. Keith Hogan
Engineer – Capital Construction
National Railroad Passenger Corporation (AMTRAK)
76 Depot Road
Berlin, Connecticut 06037
(860) 829-2260
keith.hogan@amtrak.com

Any cost incurred by the Contractor as a result of obtaining a temporary permit to enter upon railroad property is non-reimbursable by the State of Connecticut and the City of Meriden.

NOTICE TO CONTRACTOR –

TRAFFIC OPERATIONS OVER RAILROAD-HIGHWAY GRADE CROSSING

The Contractor will not be allowed to queue traffic over the railroad crossing at any point during the construction of the project. If, due to the nature of the Contractor's operations, queuing is unavoidable, the Contractor shall utilize the Railroad's flagging services to ensure that vehicles are kept clear of the crossing area. Subject to the approval of the Railroad and Engineer, Uniformed Flaggers and/or Police Officers, Town or State, may be used in lieu of railroad flaggers.

The Contractor shall coordinate its work with the Railroad's authorized representative:

Mr. Keith Hogan
Engineer – Capital Construction
National Railroad Passenger Corporation (AMTRAK)
76 Depot Road
Berlin, Connecticut 06037
(860) 829-2260
keith.hogan@amtrak.com

NOTICE TO CONTRACTOR - TRAFFIC SIGNALS

The Contractor is hereby notified that certain conditions pertaining to the installation of new signals and maintenance of traffic signal operations are required when relevant, as part of this contract.

Qualified/Unqualified Workers

U.S. Department of Labor
Occupational Safety & Health Administration (OSHA) www.osha.gov

Part Number	**1910**
Part Title	**Occupational Safety & Health Administration**
Subpart	**S**
Subpart Title	**Electrical**
Standard Number	**1910.333**
Title	**Selection and use of work practices**

Completion of this project will require Contractor employees to be near overhead utility lines. All workers and their activities when near utility lines shall comply with the above OSHA regulations. In general, unqualified workers are not allowed within 10 feet of overhead, energized lines. It is the contractor's responsibility to ensure that workers in this area are qualified in accordance with OSHA regulations.

The electric distribution company is responsible to provide and install all necessary anchors and guy strands on utility poles. It is the Contractors responsibility to coordinate with the utility company to ensure proper placement of the anchor.

For utility poles owned and maintained by Frontier Communications:
Frontier will be responsible to provide and install the pole anchor. The installation of the guy wire will be the responsibility of the Contractor and should follow Frontier specifications.

The Controller Unit (CU) shall conform to the current edition of the Functional Specifications for Traffic Control Equipment. The Functional Specifications require the CU meet NEMA Standard Publication No. TS2-1992 Type 2. The Functional Specifications are available on the Departments' web site http://www.ct.gov/dot/site/default.asp, click on "Doing Business with CONNDOT", under Engineering Resources click on "Traffic Engineering", Scroll down to Traffic Documents click on "Functional_Specifications_for_Traffic_Control_Equip.pdf".

Utility poles cannot be double loaded without proper guying.

The contractor will be held liable for all damage to existing equipment resulting from his or his subcontractor's actions. A credit will be deducted from monies due the Contractor for all maintenance calls responded to by Department of Transportation personnel.

The Contractor must install permanent or temporary spans in conjunction with utility company relocations. He then must either install the new signal equipment and controller or relocate the existing equipment.

The 30 Day Test on traffic control equipment, as specified in Section 10.00, Article 10.00.10 - TESTS, will not begin until the items listed below are delivered to the City of Meriden, Public Works, 142 East Main Street, Meriden, CT, 06450.

Five (5) sets of cabinet wiring diagrams. Leave one set in the controller cabinet.
All spare load switches and flash relays.

NOTICE TO CONTRACTOR – UTILITIES

Existing utilities shall be maintained during construction except as specifically stated herein and/or noted on the plans and as coordinated with the utilities. The Contractor shall verify the location of underground, structure mounted and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations and coordination with the utility owner.

The Contractor shall notify "Call Before You Dig", dial 811 or 1-800-922-4455, go to CBYD.com for the location of public utility, in accordance with Section 16-345 of the Regulations of the Department of Utility Control.

Representatives of the various utility companies shall be provided access to the work, by the Contractor.

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 the information shown on the plans or contained elsewhere in the specifications.

The Contractor shall notify the City of Meriden Department of Public Work for the location of underground street lighting, (203) 630-4018.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations, or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor. Any damage to any existing private or public utility, as a result of the Contractors operations, shall be repaired to the utility's and Engineer's satisfaction at no cost to the City or the utilities, including all materials, labor, etc., required to complete the repairs.

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., water, sanitary, gas, electric ducts, communication ducts, etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper supports shall be provided for the existing installation. There will be no separate payment for the support of existing utilities. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation, as noted above.

All foundations to be located at minimum 1 foot from gas facilities or brick-encased electric manholes. Electric manholes and conduit encased in concrete do not have clearance requirements. Digging directly into electric concrete encasement is prohibited.

All excavation and compaction above gas facilities and within a 45 degree angle of influence shall be completed by hand.

The Contractor shall coordinate all utility relocations with the respective utility company and the Engineer.

The Contractor shall notify appropriate utility companies two weeks in advance of the required valve box adjustments as shown on the plans. The contractor will be responsible for resetting the valve boxes, unless directed otherwise.

The Contractor is responsible for the Eversource Electric service requests. One will be required for installation to new controller and a second required for removal from the existing controller.

Intersection Specific Requirements:

- West Main Street at Cook Avenue (Route 71)
    - Use caution during sawcut and installation of bituminous concrete patch – full depth as there are existing underground utilities. All excavation and compaction above gas facilities and within a 45 degree angle of influence shall be completed by hand. Contractor may find an abandoned cast iron gas main during installation of bituminous concrete patch – full depth, if abandoned gas main is found contact Greg May – Field Operations Supervisor - 860-612-9219.

- Hanover Street at Cook Avenue (Route 71)
    - Use caution during sawcut and installation of bituminous concrete patch – full depth as there are existing shallow underground utilities. Adjust sawcut to only 1 foot from existing northern curb to avoid gas gate.

- West Main Street at Colony Street
    - Use caution during sawcut and installation of mountable curb island as there are existing underground utilities. Contractor may find an abandoned cast iron gas main during full depth pavement reconstruction and mountable curb island installation, if abandoned gas main is found contact Greg May – Field Operations Supervisor - 860-612-9219.

    - Contractor shall relocate existing street lighting and traffic signal conduit prior to beginning work on mast arms 079-241-J and 079-241-K. This work is considered incidental to the project and no payment shall be made.

- West Main Street at Butler Street
    - Prior to beginning work on mast arm 079-241-D contact City of Meriden Department of Public Works to coordinate relocation of roof drain, 0686950.10A REMOVE EXISTING PIPE – 0’-10’ DEEP.

- East Main Street at Pratt Street
    - Should the Eversource cast iron gas main be exposed or some need occur for a crossing underneath it, please contact Greg May – Field Operations Supervisor - 860-612-9219.

- Perkins Street at Crown Street
    - Handwork is required for all work in island including sidewalk ramp removal and installation. Handwork is required over Eversource gas facilities in the roadway at this intersection and within a 45 degree angle of influence. Existing Eversource gas facilities are cast iron. If exposed or if some need occurs for a crossing underneath please contact Greg May – Field Operations Supervisor - 860-612-9219.

Additional intersection specific requirements are included on the Construction Plans and Traffic Signal Control Plans, the Contractor shall review all notes prior to construction.

SECTION 1.05 - CONTROL OF THE WORK

Article 1.05.02 - Plans, Working Drawings and Shop Drawings is supplemented as follows:

Subarticle 1.05.02 - (2) is supplemented by the following:

Traffic Signal Items:

When required by the contract documents or when ordered by the Engineer, The Contractor shall prepare and submit product data sheets**,** working drawings and/or shop drawings for all traffic signal items, except Steel Span Poles and Mast Arm Assemblies when applicable, to the Division of Traffic Engineering for approval before fabrication. The packaged set of product data sheets, working drawings and/or shop drawings shall be submitted either in paper (hard copy) form or in an electronic portable document format (.pdf). The package submitted in paper form shall include one (1) set. Product data sheets shall be printed on ANSI A (8 ½" x 11"; 216 mm x 279mm; letter) sheets. Working drawings and shop drawings shall be printed on ANSI B (11" x 17"; 279 mm x 432 mm; ledger/tabloid) sheets.

Please mail to:

Howard Weissberg, PE
Director of Public Works
City of Meriden Public Works
142 East Main Street
Meriden, CT. 06450
HWeissberg@MeridenCT.gov

The packaged set submitted in an electronic portable document format (.pdf) shall be in an individual file with appropriate bookmarks for each item. The electronic files for product data sheets shall be created on ANSI A (8 ½" x 11"; 216 mm x 279mm; letter) sheets. Working drawings and shop drawings shall be created on ANSI B (11" x 17"; 279 mm x 432 mm; ledger/tabloid) sheets.

Please send the pdf documents via email to:

HWeissberg@MeridenCT.gov

Steel Span Poles and Mast Arm Assemblies:

When these items are included in the project, the submission for Steel Span Poles and Mast Arm Assemblies shall follow the format and be sent to the "Engineer of Record" as described in the Steel Span Pole and Steel Mast Arm Assembly special provision.

HWeissberg@MeridenCT.gov
HallRR@cdmsmith.com
KalluriSK@cdmsmith.com

SECTION 1.06 CONTROL OF MATERIALS

Article 1.06.01 - Source of Supply and Quality:

Add the following:

Roadway Items:

For the following roadway items the contractor shall submit a complete description of the item, shop drawings, product data sheets and other descriptive literature which completely illustrates such items presented for formal review. Such review shall not change the requirements for a certified test report and materials certificate as may be called for. All documents shall be grouped into one separate file for each group of items as indicated by the Roman numerals below.

I. 0921015A – Mountable Curb Island- concrete, processed stone base, expansion joint materials, joint sealant.

Traffic Signal Items:

For the following traffic signal items the contractor shall submit a complete description of the item, shop drawings, product data sheets and other descriptive literature which completely illustrates such items presented for formal review. Such review shall not change the requirements for a certified test report and materials certificate as may be called for. All documents shall be grouped into one separate file for each group of items as indicated by the Roman numerals below (for example, one pdf file for all of the pedestal items). The documents for all of the traffic signal items shall be submitted at one time, unless otherwise allowed by the engineer.

I. 1008XXX – Rigid Metal Conduit

II. 11020XXA – Aluminum Pedestals

III. 11050XXA – Traffic Signals, Span Mounted - LEDs, Housings and Hardware
11051XXA – Traffic Signals, Mast Arm Mounted - LEDs, Housings and Hardware
11052XXA – Traffic Signals, Pole Mounted - LEDs, Housings and Hardware
11053XXA – Traffic Signals, Pedestal Mounted - LEDs, Housings and Hardware

IV. 11060XXA – Pedestrian Signals - LEDs, Housings, and Hardware
11070XXA – Pedestrian Pushbutton & Sign - Button, Housings & Sign (Type)

V. 1108116A – Fully Actuated Controller with Actuated Pedestrian Phase (16-Phase) – Cabinet and Components

VI. 11XXXXXA – Optical Pre-Emption - Emitter, Detector, Phase Selector and Chassis

VII. 1111407A – Camera Video Detection System - Gridsmart - Camera Assembly including Bracket, Processor and Monitor

VIII. 111339XA – Cable closure (Type)

IX. 1113XXXA – Cable - Control Cable, Comm., CAT6, VC, Detector Cable (optical)

X. 1118122A – Internally Illuminated Sign

Article 1.06.07 - Certified Test Reports and Materials Certificate.

Add the following:

1) For the materials in the following traffic signal items, a Certified Test Report will be required confirming their conformance to the requirements set forth in these plans or specifications or both. Should the consignee noted on a Certified Test Report be other than the Prime Contractor, then Materials Certificates shall be required to identify the shipment.

Steel Mast Arm Anchor Bolts
Steel Mast Arm Assembly

2) For the materials in the following traffic signal items, a Materials Certificate will be required confirming their conformance to the requirements set forth in these plans or specifications or both.

Aluminum Pedestals
Steel Mast Arm Assembly
Traffic Signals
Steel bands for supporting equipment on mast arms, pedestals, shafts, and poles
Pedestrian Signals
Pedestrian Pushbuttons and Signs
Pre-Emption Button
Accessible Pedestrian Signal
Controller
- Solid State Time Switch
- Solid State Load Switch
- Conflict Monitor
- Solid State Flasher

Uninterruptible Power Supply
Pre-Emption Equipment
- Vehicle Emitter
- Phase Selector
- Pre-Emption System Chassis
- Detector Cable (Optical)

Video Detection
- Camera Assembly
- Camera Extension Bracket
- Video Detection Processor
- Camera Cable

Concrete Handholes and Covers
Sign Face Sheet Aluminum

SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES

Article 1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities and Services 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:

Mr. Augusto Grazuna
District 1 Electrical Supervisor
Department of Transportation
n/a
Hartford, Connecticut
(860) 566-3156/3157
n/a

Mr. David Velilla
Utility Coordinator
CoxCom, LLC
9 JP Murphy Highway (3rd Floor)
West Warwick, RI 02893
(401) 615-1284
Dave.Velilla@cox.com

Mr. Eric Clark
Manager Fiber Construction
Lightower Fiber Networks I, LLC dba Crown Castle Fiber

1781 Highland Avenue, Suite 102
Cheshire, CT 06410
(203) 649-3904
Eric.Clark@crowncastle.com

Ms. Lynne DeLucia
Manager - Engineering & Construction
The Southern New England Telephone Company dba Frontier Communications of Connecticut
1441 North Colony Road
Meriden, CT 06450-4101
(203) 238-5000
Lynne.m.delucia@ftr.com

Mr. David Vega
Project Manager, OSP Relocations
WilTel Communications, LLC aka CenturyLink Communications, LLC
71 Clinton Road
Garden City, NY 11530
(917) 207-4604
David.Vega@centurylink.com

Mr. Thomas Woronik
Supervisor – Field Engineering Design
The Connecticut Light and Power Company dba Eversource Energy – Electric Distribution
63R Myrock Avenue
Waterford, CT 06385
(860) 447-5713
Thomas.Woronik@eversource.com

Mr. Kenneth Ruel
Area Supervisor
Algonquin Gas Transmission Company dba Enbridge
252 Shunpike Road
Cromwell, CT 06416
(860) 894-1600 EXT: 1608
Kenneth.Ruel@enbridge.com

Mr. David Hatfield
Lead Engineer Gas Project Engineering
Yankee Gas Services Company dba Eversource Energy - Gas Distribution
107 Selden Street, Mail Stop NUE2
Berlin, CT 06037
(860) 592-3494
David.Hatfield@eversource.com

Mr. Michael Kolonauski
Senior Manager Engineering
Amtrak - National Railroad Passenger Corp.
30th Street Station, 4S-027, Mail Box 64, 2955 Market Street
Philadelphia, PA 19104
(215) 349-1127
Michael.Kolonauski@amtrak.com

Mr. Howard Weissberg
Director of Public Works
City of Meriden
142 East Main Street-City Hall

Meriden, CT 06450
(203) 630-4018
hweissberg@meridenct.gov

Mr. Dennis Waz
Director of Public Utilities
City of Meriden, Department of Public Utilities
117 Parker Avenue
Meriden, CT 06450
(203) 630-4256
dwaz@meridenct.gov

The following Department representative shall be contacted by the Contractor to coordinate an inspection of the service entrance into the controller/flasher cabinet for controllers within the State right-of-way, when ready for inspection, release, and connection of electrical service. The local Building Department shall be contacted for electrical service inspections for controllers located on Town roads located within the respective municipality.

Mr. Michael LeBlanc
Property & Facilities
Department of Transportation
Newington, CT 06111
860-594-2238
Cell 860-983-5114

Mr. Howard Weissberg
Director of Public Works
City of Meriden
142 East Main Street-City Hall
Meriden, CT 06450
(203) 630-4018
hweissberg@meridenct.gov

Please provide the electrical service request number provided by the power company. This is a Work Request (WR) Number provided by Eversource (formerly Northeast Utilities [CL&P]) or a Work Order Number provided by United Illuminating (UI). For State-owned traffic signals in CL&P territory, contact the Department's Traffic Electrical Unit to obtain the WR Number. For State-owned traffic signals in UI territory, contact the Department's Traffic Electrical Unit to obtain a Request for Metered Service to provide to UI to obtain the Work Order Number. The street address is required for release to local power companies (Groton Utilities or Wallingford Electric).

SECTION 1.08 - PROSECUTION AND PROGRESS

Article 1.08.03 - Prosecution of Work:

Add the following:

The Contractor shall stake the limits of the concrete sidewalks and ramps in conjunction with staking the locations of foundations to ensure that pedestrian push buttons will be located appropriately and will be accessible from a landing area.

The Contractor will not be allowed to install traffic signal or pedestrian heads until the controllers are on hand and ready for installation. Once installation of this equipment commences, the Contractor shall complete this work in a most expeditious manner.

The Contractor shall notify the project engineer and the City of Meriden when all traffic signal work is completed. This will include all work at signalized intersections including loop replacements, adjusting existing traffic signals or any relocation work including handholes. The project engineer will notify the Division of Traffic Engineering to coordinate a field inspection of all work.

Before starting any work under this Contract, the Contractor shall prepare, and submit to the Engineer for approval, a minimum of 30 days in advance, a plan illustrating the Typical Traffic Management Plan for the roadway during construction. The Contractor will also be required to submit, and obtain approval from the Engineer, specific plans detailing the proposed Staging/Maintenance and Protection of Traffic Plans for the roadway in this Contract.

The Contractor must obtain approval of the Typical Traffic Management Plans and Staging/Maintenance and Protection of Traffic Plans from the Engineer prior to commencing work on the roadway.

All appropriate Maintenance and Protection of Traffic devices are to be installed prior to commencing construction operations.

Particular care shall be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety. Traffic control devices required only during working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Contractor shall notify the Meriden Police Department and Engineering Department at least 48 hours prior to beginning any construction operation which will provide less than a 12 foot travel lane along any project roadway.

Prosecution and Progress

The Contractor shall adopt the following sequence of operations or submit to the Engineer for approval an alternative phase plan, sequence, and schedule for approval.

Phase 1– Organization Phase - up to 21 Calendar Days from Notice to Proceed.

The first phase is to afford the Contractor time for the administrative/engineering/procurement function required for the project. This would include such items as performing construction staking, digging test pits, submitting catalog cuts or shop drawings and purchasing materials. Actual construction is not permitted during the period. **Shop drawings or working drawings for the underground and in roadway work in Phase 2 and mast arm and span pole assemblies and foundations shall be submitted within 15 days of the notice of award**.

The Contractor is to use this time to fully prepare for the successive phases so that construction can proceed quickly and efficiently. During the phase, after the construction staking is complete and underground utilities are marked out, the Contractor, the designer, and the City of Meriden will walk the project to determine if test pits are necessary or if there are any apparent conflicts with private property, utilities, or other roadside appurtenances such as obstructions, rocks, large trees, etc. Those conflicts will be resolved prior to ordering equipment for the specific area where the conflict exits.

Phase 2 – Underground Construction Phase (Select Locations) – up to 84 Calendar Days from Notice to Proceed.

When all apparent conflicts have been identified and resolved, the Contractor may request that the underground construction phase begin. Once commencement of construction begins, as and when approved by the City of Meriden, the Contractor will have up to 84 calendar days from the Notice to Proceed to complete the underground work at the following locations:

- East Main Street at Pratt Street and Perkins at Crown Street
- East Main Street at Colony Street*
- Colony Street at Church Street**

*only included if Alternate A is selected, if Alternate D is selected work can be completed in Phase 4

**only included if Alternate C is selected

Underground work includes the installation of all foundations and conduits for signal equipment, channelization island modifications, and resetting or replacement of granite stone curb as necessary for relocated sidewalk ramps. Phase 2 must be completed within the time established or liquidated damages, as specified elsewhere in the Contract, will be assessed against the Contractor per calendar day from that day until the date on which the work is complete. If unforeseen situations arise, the Contractor may request an extension of time for an individual

location and, if justified, the City of Meriden may grant an extension of time for that location. Granting an extension of time for one location will not entitle the Contractor to extensions of time for other locations in the project.

Phase 2 may start prior to the conclusion of Phase 1 only with written approval from the City of Meriden.

Phase 3 – Construction Phase (Select Locations) – up to 161 Calendar Days from Notice to Proceed.

Once Phase 2 is complete the Contractor may request that Phase 3 can begin. Once commencement of construction begins, as and when approved by the City of Meriden, the Contractor will have up to 161 calendar days from the Notice to Proceed to complete the work at the following locations:

- Cook Avenue at Hanover Street
- Cook Avenue at West Main Street
- Hanover Street at Butler Street
- Hanover Street at South Grove Street
- West Main Street at Butler Street
- West Main Street at South Grove Street

Phase 3, must be completed within the time established or liquidated damages, as specified elsewhere in the Contract, will be assessed against the Contractor per calendar day from that day until the date on which the work is complete. If unforeseen situations arise, the Contractor may request an extension of time for an individual location and, if justified, the City of Meriden may grant an extension of time for that location. Granting an extension of time for one location will not entitle the Contractor to extensions of time for other locations in the project.

The Contractor may begin Phase 3 only with prior written permission from the City of Meriden to do so. If the work included in Phase 3 will not be completed in the initial construction season, the Contractor shall complete all work started at or between intersections, including cleanup, prior to the winter shutdown.

Phase 4 – Construction Phase (All Other Work) – up to 196 Calendar Days from Notice to Proceed.

Once Phase 3 is complete the Contractor may request that the remainder of the construction can begin. Once commencement of construction begins, as and when approved by the City of Meriden, the Contractor will have up to 196 calendar days from the Notice to Proceed to complete the remaining work, including cleanup. Phase 4, must be completed within the time

established or liquidated damages, as specified elsewhere in the Contract, will be assessed against the Contractor per calendar day from that day until the date on which the work is complete. If unforeseen situations arise, the Contractor may request an extension of time for an individual location and, if justified, the City of Meriden may grant an extension of time for that location. Granting an extension of time for one location will not entitle the Contractor to extensions of time for other locations in the project.

The Contractor may begin Phase 4 only with prior written permission from the City of Meriden to do so. If the project will not be completed in the second construction season, the Contractor shall complete all work started at or between intersections, including cleanup, prior to the winter shutdown.

New Work

Additional work, including work at a separate location, may be added to the contract in accordance with Article 1.04.05 of the Standard Specifications. This work may result in a contract extension, which would require an organization phase and a construction phase for the new location. If a contract extension is granted for the additional work, liquidated damages for this portion of the work will be negotiated with the Contractor. Such an extension of time would not affect the time allowed for the original work in the contract. Original work, once started must be completed within the original construction phase, and liquidated damages will be assessed for any days beyond that phase which the Contractor takes to complete the original work.

Article 1.08.04 - Limitation of Operations - Add the following:

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

Route 71 (Cook Avenue)

Monday through Friday between 6:00 a.m. and 9:00 a.m. and 3:00 p.m. and 6:00 p.m.

All Other Roadways

Monday through Friday between 7:00 a.m. and 9:00 a.m. and 3:00 p.m. and 6:00 p.m.

Night Work

The hours between 8:00 p.m. and 6:00 a.m. is considered “Night Work” for all roadways.

If Night Work is desired, then the Contractor must submit a request to the Engineer for the City of Meriden’s approval at least 7 days in advance of the implementation of a night work period. Any proposed Night Work shall be approved by the City of Meriden.

Additional Lane Closure Restrictions

The Contractor will not be allowed to work the Friday before or the weekend of the St. Patrick's Day Parade (held typically on the third Saturday in March) the schedule will be determined by the City of Meriden.

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

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

SECTION 4.06 - BITUMINOUS CONCRETE

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

4.06.01—Description: Work under this Section shall include the production, delivery, placement and compaction of a uniform textured, non-segregated, smooth bituminous concrete pavement to the grade and cross section shown on the plans.

The following terms as used in this specification are defined as:

Bituminous Concrete: A composite material consisting of prescribed amounts of asphalt binder and aggregates. Asphalt binder may also contain additives engineered to modify specific properties and/or behavior of the composite material. References to bituminous concrete apply to all of its forms, such as those identified as hot-mix asphalt (HMA) or polymer-modified asphalt (PMA).

Bituminous Concrete Plant (Plant): A structure where aggregates and asphalt binder are combined in a controlled fashion into a bituminous concrete mixture suitable for forming pavements and other paved surfaces.

Course: A continuous layer (a lift or multiple lifts) of the same bituminous concrete mixture placed as part of the pavement structure.

Density Lot: The total tonnage of all bituminous concrete placed in a single lift which are:

PWL density lots = When the project total estimated quantity per mixture is larger than 3,500 tons

Simple Average density lots = When the project total estimated quantity per mixture is 3,500 tons or less

Disintegration: Erosion or fragmentation of the pavement surface which can be described as

polishing, weathering-oxidizing, scaling, spalling, raveling, or formation of potholes.
Dispute Resolution: A procedure used to resolve conflicts between the Engineer and the Contractor's results that may affect payment.
Hot Mix Asphalt (HMA): A bituminous concrete mixture typically produced at 325°F.
Job Mix Formula (JMF): A recommended aggregate gradation and asphalt binder content to achieve the required mixture properties.
Lift: An application of a bituminous concrete mixture placed and compacted to a specified thickness in a single paver pass.
Percent Within Limits (PWL): The percentage of the lot falling between the Upper Specification Limit (USL) and the Lower Specification Limit (LSL).
Polymer Modified Asphalt (PMA): A bituminous concrete mixture containing a polymer-modified asphalt binder and using a qualified warm mix technology.
Production Lot: The total tonnage of a bituminous concrete mixture from a single source that may receive an adjustment.
Production Sub Lot: Portion of the production lot typically represented by a single sample.
Quality Assurance (QA): All those planned and systematic actions necessary to provide CTDOT the confidence that a Contractor will perform the work as specified in the Contract.
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.
Superpave: A bituminous concrete mix design used in mixtures designated as "S*" Where "S" indicates Superpave and * indicates the sieve related to the nominal maximum aggregate size of the mix.
Segregation: A non-uniform distribution of a bituminous concrete mixture in terms of gradation, temperature, or volumetric properties.
Warm Mix Asphalt (WMA) Technology: A qualified additive or technology that may be used to produce a bituminous concrete at reduced temperatures and/or increase workability of the mixture.

4.06.02—Materials: All materials shall meet 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.

2. Recycled Materials: Reclaimed Asphalt Pavement (RAP), Crushed Recycled Container Glass (CRCG), Recycled Asphalt Shingles (RAS), or crumb rubber (CR) from recycled tires may be incorporated in bituminous concrete mixtures in accordance with Project Specifications.

4.06.03—Construction Methods

1. Material Documentation: All vendors producing bituminous concrete must have Plants with automated vehicle-weighing scales, storage scales, and material feeds capable of producing a delivery ticket containing the information below.

a. State of Connecticut printed on ticket.
b. Name of Producer, identification of Plant, and specific storage silo if used.
c. Date and time.
d. Mixture Designation, mix type and level. Curb mixtures for machine-placed curbing must state "curb mix only."

e. If WMA Technology is used, "-W"must be listed following the mixture designation.
f. Net weight of mixture loaded into the vehicle. (When RAP and/or RAS is used, the moisture content shall be excluded from mixture net weight.)
g. Gross weight (equal to the net weight plus the tare weight or the loaded scale weight).
h. Tare weight of vehicle (daily scale weight of the empty vehicle).
i. Project number, purchase order number, name of Contractor (if Contractor other than Producer).
j. Vehicle number - unique means of identification of vehicle.
k. For Batch Plants: individual aggregate, recycled materials, and virgin asphalt max/target/min weights when silos are not used.
l. For every mixture designation: the running daily and project total delivered and sequential load number.

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

The Contractor must notify the Engineer immediately if, during production, there is a malfunction of the weight recording system in the automated Plant. Manually written tickets containing all required information will be allowed for no more than 1 hour.

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

2. Transportation of Mixture: The mixture shall be transported in vehicles that are clean of all foreign material, excessive coating or cleaning agents, and that have no gaps through which material might spill. Any material spilled during the loading or transportation process shall be quantified by re-weighing the vehicle. The Contractor shall load vehicles uniformly so that segregation is minimized. Loaded vehicles shall be tightly covered with waterproof covers acceptable to the Engineer. Mesh covers are prohibited. The cover must minimize air infiltration. Vehicles found not to be in conformance shall not be loaded

Vehicles 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 and allowable weights of all vehicles transporting mixture. The State reserves the right to check the gross and tare weight of any vehicle. If the gross or tare weight varies from that shown on the delivery ticket by more than 0.4%, the Engineer will recalculate the net weight. The Contractor shall correct the discrepancy to the satisfaction of the Engineer.

If a vehicle delivers mixture to the Project and the delivery ticket indicates that the vehicle is overweight, the load may not be rejected but a "Measured Weight Adjustment" will be taken in accordance with Article 4.06.04.

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

For each delivery, the Engineer shall be provided a clear, legible copy of the delivery ticket.

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 or cleaning of equipment is prohibited in any location on the Project where fuel or solvents might come in contact with paved areas or areas to be paved. Solvents used 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 of areas paved or to be paved.

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 (minimum length 20 feet).

Rollers: All rollers shall be self-propelled and designed for compaction of bituminous concrete. Roller types shall include steel wheeled, pneumatic, or a combination thereof. Rollers that operate in a dynamic mode shall have drums that use a vibratory or oscillatory system or combination. Vibratory rollers shall be equipped with indicators for amplitude, frequency, and speed settings/readouts to measure the impacts per foot during the compaction process. Oscillatory rollers 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 equipped with wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 psi uniformly over the surface. The Contractor shall furnish documentation to the Engineer 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 an approved equal. Lighting shall minimize glare to passing traffic. The lighting options and minimum number of fixtures are listed in Tables 4.06-1 and 4.06-2.

TABLE 4.06-1: Minimum Paver lighting

Option	Fixture Configuration	Fixture Quantity	Requirement
1	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 25feet behind paving machine
2	Type D Balloon	2	Mount over screed area

TABLE 4.06-2: Minimum Roller Lighting

Option	Fixture Configuration	Fixture Quantity	Requirement
1	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
2	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
3	Type D Balloon	1	Mount above the roller

*All fixtures shall be mounted above the roller.

Type A: Fluorescent fixture shall be heavy duty industrial type. Each fixture shall have a minimum output of 8,000 lumens. The fixtures shall be mounted horizontally and be designed for continuous row installation.

Type B: Each floodlight fixture shall have a minimum output of 18,000 lumens.

Type C: Each fixture shall have a minimum output of 19,000 lumens.

Type D: Balloon light – each balloon light fixture shall have minimum output of 50,000 lumens and emit light equally in all directions.

Material Transfer Vehicle (MTV): A MTV shall be used when placing bituminous concrete surface course (a lift or multiple lifts) as indicated in the Contract except as noted on the plans or as directed by the Engineer. In addition, continuous paving lengths of less than 500 feet may not require the use of a MTV as determined by the Engineer.

The MTV must be a vehicle specifically designed for the purpose of delivering the bituminous concrete mixture from the delivery vehicle to the paver. The MTV must continuously remix the bituminous concrete mixture throughout the placement process.

The use of a MTV will be subject to the requirements stated in Article 1.07.05 Load Restrictions. The Engineer may limit the use of the vehicle if it is determined that the use of the MTV may damage highway components, utilities, or bridges. The Contractor shall submit to the Engineer at time of pre-construction the following information:

1. The make and model of the MTV.
2. The individual axle weights and axle spacing for each piece of paving equipment (haul vehicle, MTV and paver).
3. A working drawing showing the axle spacing in combination with all pieces of equipment that will comprise the paving echelon.

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

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

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

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 meet the criteria below unless otherwise specified.

Permanent Transitions: Defined as any gradual change in pavement elevation that remains as a permanent part of the work.

A transition shall be constructed no closer than 75 feet from either side of a bridge expansion joint or parapet. All permanent transitions, leading and trailing ends shall meet the following length requirements:

Posted Speed Limit	Permanent Transition Length Required
> 35 mph	30 feet per inch of elevation change
35 mph or less	15 feet per inch of elevation change

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: Defined as a transition that does not remain a permanent part of the work.

All temporary transitions shall meet the following length requirements:

Posted Speed Limit	Temporary Transition Length Required
> 50 mph	Leading Transition: 15 feet per inch of vertical change (thickness) Trailing Transition: 6 feet per inch of vertical change (thickness)
40, 45 or 50 mph	Leading and Trailing: 4 feet per inch of vertical change (thickness)
35 mph or less	Leading and Trailing: 3 feet per inch of vertical change (thickness)

Note: Any temporary transition to be in place over the winter shutdown period or during extended periods of inactivity (more than 14 calendar days) shall meet the greater than 50 mph requirements shown above.

6. Spreading and Finishing of Mixture: Prior to the placement of the mixture, the underlying base course shall be brought to the plan grade and cross section within the allowable tolerance.

Immediately before placing a bituminous concrete lift, a uniform coating of tack coat shall be applied to all existing underlying pavement surfaces and on the exposed surface of a wedge joint. Such surfaces shall be clean and dry. Sweeping or other means acceptable to the Engineer shall be used.

The mixture shall not be placed whenever the surface is wet or frozen.

Tack Coat Application: The tack coat shall be applied by a pressurized spray system that results in uniform overlapping coverage at an application rate of 0.03 to 0.05 gal./s.y. for a non-milled surface and an application rate of 0.05 to 0.07 gal./s.y. 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 gal /s.y. The Engineer must approve the equipment and the method of measurement prior to use. The material for tack coat shall be heated to 160°F ± 10°F and shall not be further diluted.

Tack coat shall be allowed sufficient time to break prior to any paving equipment or haul vehicles driving on it.

The Contractor may request to omit the tack coat application between bituminous concrete layers that have not been exposed to traffic and are placed during the same work shift. Requests to omit tack coat application on the upper and lower surfaces of a wedge joint will not be considered.

Placement: The 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 mixture, 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, maintained throughout placement, and shall not be removed until all associated work including density testing is completed.

The mixture temperature will be verified by means of a probe or infrared type of thermometer. The placement temperature range shall be listed in the quality control plan (QCP) for placement and meet the requirements of Table M.04.03-4. Any HMA material that that falls outside the specified temperature range as measured by a probe thermometer may be rejected.

The Contractor shall inspect the newly placed pavement for defects in 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 impracticable 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 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 average thickness of the lift exceeds that shown on the plans beyond the tolerances shown in Table 4.06-3, the Engineer will calculate the thickness adjustment in accordance with Article 4.06.04.

TABLE 4.06-3: Thickness Tolerances

Mixture Designation	Lift Tolerance
S1	+/- 3/8 inch
S0.25, S0.375, S0.5	+/- 1/4 inch

Where the thickness of the lift of mixture is less than that shown on the plans beyond the

tolerances shown in Table 4.06-3, the Contractor, with the approval of the Engineer, shall take corrective action in accordance with this Section.

b) Area: Where the width of the lift exceeds that shown on the plans by more than the specified thickness, the Engineer will calculate the area 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 Engineer will calculate the weight adjustment in accordance with Article 4.06.04.

Transverse Joints: All transverse joints shall be formed by saw-cutting to expose the full thickness of the lift. Tack coat shall be applied to the sawn face immediately prior to additional mixture being placed.

Compaction: The Contractor shall compact the mixture to meet the density requirements as stated in Article 4.06.04 and eliminate all roller marks without displacement, shoving cracking, or aggregate breakage.

When placing a lift with a specified thickness less than 1 1/2 inches, or a wedge course, the Contractor shall provide a minimum rolling pattern as determined by the development of a compaction curve. The procedure to be used shall be documented in the Contractor's QCP for placement and demonstrated on the first day of placement.

The use of the vibratory system on concrete structures is prohibited. When approved by the Engineer, the Contractor may operate a roller using an oscillatory system at the lowest frequency setting.

If the Engineer determines that the use of compaction equipment in the dynamic mode may damage highway components, utilities or adjacent property, the Contractor shall provide alternate compaction equipment.

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

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

Surface Requirements:

Each lift of the surface course shall not vary more than 1/4 inch from a Contractor-supplied 10 foot straightedge. For all other lifts of bituminous concrete, the tolerance shall be 3/8 inch. Such tolerance will apply to all paved areas.

Any surface that exceeds these tolerances shall be corrected by the Contractor at its own expense.

7. Longitudinal Joint Construction Methods: The Contractor shall use Method I - Notched Wedge Joint (see Figure 4.06-1) when constructing longitudinal joints where lift thicknesses are 1 ½ inches to 3 inches. S1.0 mixtures shall be excluded from using Method I. Method II - Butt Joint (see Figure 4.06-2) shall be used for lifts less than 1 1/2 inches or greater than 3 inches. Each longitudinal joint shall maintain a consistent offset from the centerline of the roadway along its entire length. The difference in elevation between the two faces of any completed longitudinal joint shall not exceed 1/4 inch at any location.

Method I - Notched Wedge Joint:

A notched wedge joint shall be constructed as shown in Figure 4.06-1 using a device that is attached to the paver screed and is capable of independently adjusting the top and bottom vertical notches. The device shall have an integrated vibratory system. 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

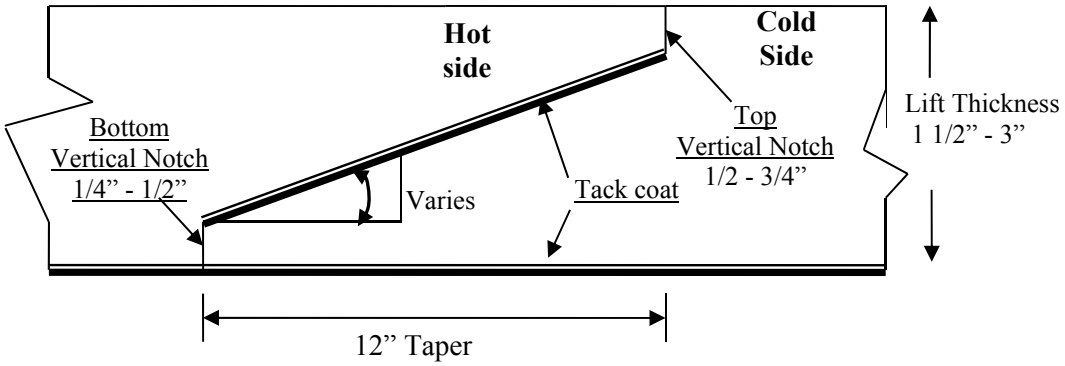
the Engineer.

The taper portion of the wedge joint shall be evenly compacted using equipment other than the paver or notch wedge joint device. The compaction device shall be the same width as the taper and not reduce the angle of the wedge or ravel the top notch of the joint during compaction.

When placed on paved surfaces, the area below the sloped section of the joint shall be treated with tack coat. The top surface of the sloped section of the joint shall be treated with tack coat prior to placing the completing pass.

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

Figure 4.06-1: Notched Wedge Joint (Not to Scale)



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.

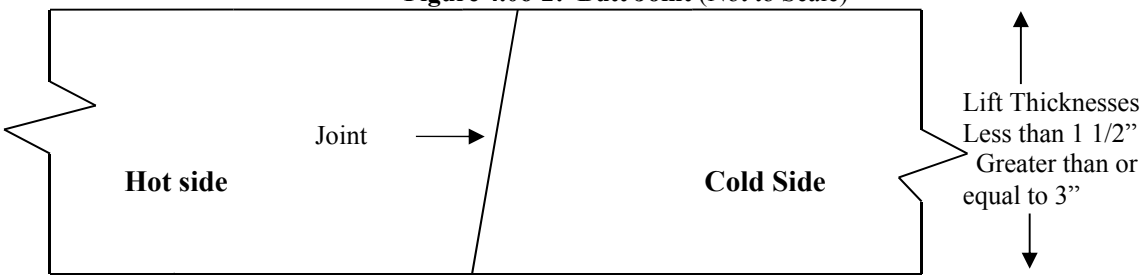
If Method I cannot be used on those lifts which are 1 ½ inches to 3 inches, Method III may be substituted according to the requirements below for "Method III - Butt Joint with Hot Poured Rubberized Asphalt Treatment."

Method II - Butt Joint:

When adjoining passes are placed, the Contractor shall use the end gate to create a near vertical edge (refer to Figure 4.06-2). The completing pass (hot side) shall have sufficient mixture so that the compacted thickness is not less than the previous pass (cold side). During placement of multiple lifts, the longitudinal joint shall be constructed in such a manner that it is located at least 6 inch from the joint in the lift immediately below. The joint in the final lift shall be at the centerline or at lane lines. 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."

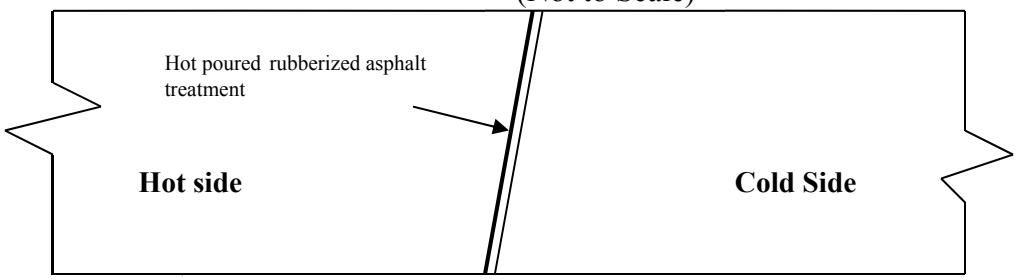
Figure 4.06-2: Butt Joint (Not to Scale)



Method III - Butt Joint with Hot Poured Rubberized Asphalt Treatment:

If Method I cannot be used due to physical constraints in certain limited locations, the Contractor may submit a request in writing for approval by the Engineer to use Method III as a substitution in those locations. There shall be no additional measurement or payment made when Method III is substituted for Method I. When required by the Contract or approved by the Engineer, Method III (see Figure 4.06-3) shall be used.

Figure 4.06-3: Butt Joint with Hot Poured Rubberized Asphalt Treatment
(Not to Scale)



All of the requirements of Method II must be met with Method III. In addition, the longitudinal vertical edge must be treated with a rubberized joint seal material meeting the requirements of ASTM D6690, Type 2. The joint sealant shall be placed on the face of the "cold side" of the butt joint as shown above prior to placing the "hot side" of the butt joint. 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: The Contractor shall be responsible for maintaining adequate quality control procedures throughout the production and placement operations. Therefore, the Contractor must ensure that the materials, mixture, and work provided by Subcontractors, Suppliers, and Producers also meet Contract specification requirements.

This effort must be documented in Quality Control Plans (QCP) and 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 Standard QCP for production shall consist of the quality control program specific to the production facility.

There are 3 components to the QCP for placement: a Standard QCP, a Project Summary Sheet

that details Project-specific information, and, if applicable, a separate Extended Season Paving Plan as required in 4.06.03-9 "Temperature and Seasonal Requirements."

The Standard QCP for both production and placement shall be submitted to the Department for approval each calendar year and at a minimum of 30 days prior to production or placement.

Production or placement shall not occur until all QCP components have been approved by the Engineer.

Each QCP shall 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.

The QCPs shall also include the name and qualifications of any outside testing laboratory performing any QC functions on behalf of the Contractor. The QC Technician performing in-place density testing shall be NETTCP certified as a paving inspector.

Approval of the QCP does not relieve the Contractor of its responsibility to comply with the Project specifications. The Contractor may modify the QCPs as work progresses and must document the changes in writing prior to resuming operations. These changes include but are not limited to changes in quality control procedures or personnel. The Department reserves the right to deny significant changes to the QCPs.

QCP for Production: Refer to M.04.03-1.

QCP for Placement: The Standard QCP, Project Summary Sheet, and Extended Season Paving Plan shall conform to the format provided by the Engineer. The format is available at http://www.ct.gov/dot/lib/dot/documents/dconstruction/pat/qcp_outline_hma_placement.pdf

The Contractor shall perform all quality control sampling and testing, provide inspection, and exercise management control to ensure that bituminous concrete placement conforms to the requirements as outlined in its QCP during all phases of the work. The Contractor shall document these activities for each day of placement.

The Contractor shall submit complete field density testing and inspection records to the Engineer within 48 hours in a manner acceptable to the Engineer.

The Contractor may obtain 1 mat core and 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's 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. The core holes shall be filled to the same requirements described in Subarticle 4.06.03-10.

9. Temperature and Seasonal Requirements: Paving, including placement of temporary pavements, shall be divided into 2 seasons, "In-Season" and "Extended-Season." In-Season paving occurs from May 1 to October 14, and Extended Season paving occurs from October 15 to April 30. The following requirements shall apply unless otherwise authorized or directed by the Engineer:

- Mixtures shall not be placed when the air or subbase temperature is less than 40°F regardless of the season.
- Should paving operations be scheduled during the Extended Season, the Contractor must submit an Extended Season Paving Plan for the Project that addresses minimum delivered mix temperature considering WMA, PMA, or other additives; maximum paver speed; enhanced rolling patterns; and the method to balance mixture delivery and placement

operations. Paving during Extended Season shall not commence until the Engineer has approved the plan.

10. Field Density The Contractor shall obtain cores for the determination of mat and longitudinal joint density of bituminous concrete pavements. Within five calendar days of placement, mat and joint cores shall be extracted on each lift with a specified thickness of 1 1/2 inches or more. Joint cores shall not be extracted on HMA S1.0 lifts.

The Contractor shall extract cores from random locations determined by the Engineer in accordance with ASTM D3665. Four (4) or six (6) inch diameter cores shall be extracted for S0.25, S0.375 and S0.5 mixtures; 6 inch diameter cores shall be required for S1.0 mixtures. The Contractor shall coordinate with the Engineer to witness the extraction, labeling of cores, and filling of the core holes.

Each lift will be separated into lots as follows:

a. Simple Average Density Lots: For total estimated quantities below 2,000 tons, the lift will be evaluated in one lot which will include the total paved tonnage of the lift and all longitudinal joints between the curb lines.
   For total estimated quantities between 2,000 and 3,500 tons, the lift will be evaluated in two lots in which each lot will include approximately half of the total tonnage placed for the full paving width of a lift including all longitudinal joints between the curb lines.
b. PWL Density Lots: Mat density lots will include each 3,500 tons of mixture placed within 30 calendar days. Joint density lots will include 14,000 linear feet of constructed joints. Bridge density lots will always be analyzed using simple average lot methodology.
c. Partial Density Lot (For PWL only): A mat density lot with less than 3,500 tons or a joint density lot with less than 14,000 linear feet due to:
   - completion of the course; or
   - a lot spanning 30 calendar days.

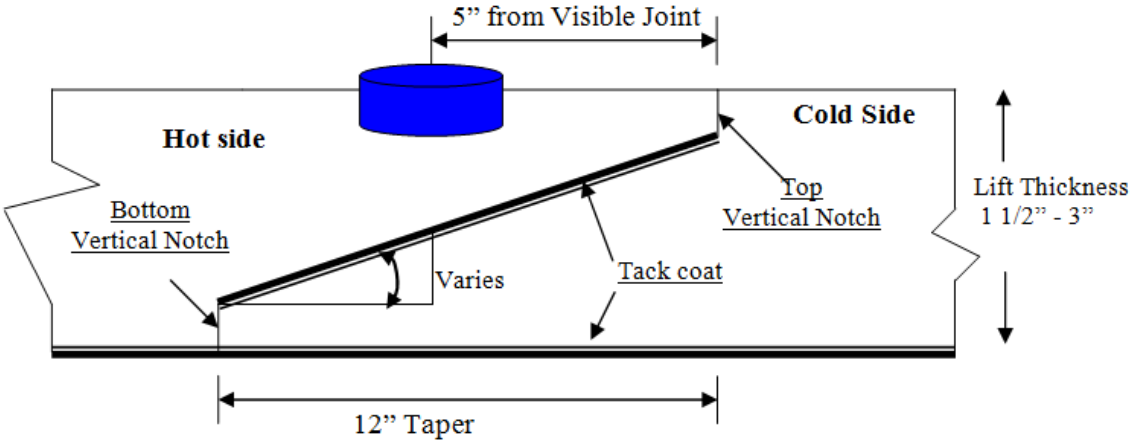
Prior to paving, the type and number of lot(s) will be determined by the Engineer. Noncontiguous areas such as highway ramps may be combined to create one lot.

After the lift has been compacted and cooled, the Contractor shall cut cores to a depth equal to or greater than the lift thickness and shall remove them without damaging the lift(s) to be tested. 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.

A mat core shall not be located any closer than 1 foot from the edge of a paver pass. If a random number locates a core less than 1 foot from any edge, the location will be adjusted by the Engineer so that the outer edge of the core is 1 foot from the edge of the paver pass.

Method I, Notched Wedge Joint cores shall be taken so that the center of the core is 5 inches from the visible joint on the hot mat side (Figure 4.06-4).

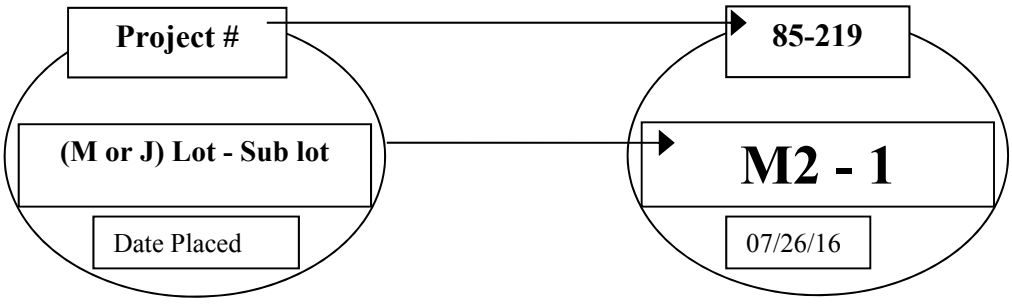
Figure 4.06-4: Notched Wedge Joint Cores (Not to Scale)



When Method II or Method III Butt Joint is used, cores shall be taken from the hot side so the edge of the core is within 1 inch of the longitudinal joint.

The cores shall be labeled by the Contractor with the Project number, date placed, lot number, and sub-lot number. The core's label shall include "M" for a mat core and "J" for a joint core. For example, a mat core from the first lot and the first sub-lot shall be labeled with "M1 – 1." A mat core from the second lot and first sub-lot shall be labeled "M2-1" (see Figure 4.06-5). The Engineer shall fill out a MAT-109 to accompany the cores. The Contractor shall deliver the cores and MAT-109 to the Department's Central Lab. The Contractor shall use a container approved by the Engineer. The container shall have a lid 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 handling and transportation. Once the cores and MAT-109 are in the container the Engineer will secure the lid using security seals at the removable hinges(s) and at the lid opening(s). The security seals' identification number must be documented on the MAT-109. All sealed containers shall be delivered to the Department's Central Lab within two working days from time of extraction. Central Lab personnel will break the security seal and take possession of the cores.

Figure 4.06-5: Labeling of Cores



Each core hole shall be filled within 4 hours 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 using a bituminous concrete mixture at a minimum temperature of 240°F containing the same or smaller nominal maximum aggregate size and compacted with a hand compactor or other mechanical means to the maximum compaction possible. The bituminous concrete shall be compacted to 1/8 inch above the finished pavement.

Simple Average Density Lots:

A standard simple average density lot is the quantity of material placed within the defined area excluding any bridge decks.

A combo simple average density lot is the quantity of material placed within the defined area including bridge decks less than or equal to 500 feet long.

A bridge simple average density lot is the quantity of material placed on a bridge deck longer than 500 feet.

The number of cores per lot shall be determined in accordance with Table 4.06-4. If a randomly selected mat or joint core location is on a bridge deck, the core is to be obtained on the bridge deck in addition to the core(s) required on the bridge deck.

The number of cores per lot shall be determined in accordance with Table 4.06-5. Multiple bridge decks can be combined into one lot if the paving and underlying conditions are comparable. If multiple bridge decks are combined into a single bridge lot, at least one mat and joint core shall be obtained on each bridge.

The longitudinal locations of mat cores within a standard, combo, or bridge lot containing multiple paving passes will be determined using the combined length of the paving passes within the lot.

TABLE 4.06-4: Number of Cores per Lot (Simple Average)

Lot Type	No. of Mat Cores		No. of Joint Cores	
Standard Lot < 500 Tons	3		3	
Standard Lot ≥ 500 Tons	4		4	
Combo Lot < 500 Tons	2 plus	1 per bridge (≤ 300')	2 plus	1 per bridge (≤ 300)
Combo Lot ≥ 500 Tons[1]	4 plus	2 per bridge (301' – 500')	4 plus	2 per bridge (301' – 500')

TABLE 4.06-5: Number of Core per Bridge Density Lot (Simple Average)

Length of Bridge(s) (Feet)	Minimum No. of Mat Cores	Minimum No. of Joint Cores
< 500	2	2
501 – 1,500	3	3
1,501 – 2,500	4	4
2,501 and greater	5	5

PWL Density Lots:

A PWL mat density lot is 3,500 tons of material placed within the defined area excluding any bridges. One mat core will be obtained per every 500 tons placed.

A PWL joint density lot is 14,000 linear feet of longitudinal joint excluding any joints on bridge decks. One joint core will be obtained per every 2,000 linear feet of joint.

Bridge density lots will always be analyzed as using the simple average lot methodology. The number of cores per lot shall be determined in accordance with Table 4.06-5. Multiple bridge decks can be combined into one lot if the paving and underlying conditions are comparable. If multiple bridge decks are combined into a single bridge lot, at least one mat and joint core shall be obtained on each bridge.

11. Acceptance Sampling and Testing: Sampling shall be performed in accordance with ASTM D3665 or a statistically-based procedure of stratified random sampling approved by the Engineer.

Plant Material Acceptance: The Contractor shall provide the required sampling and testing during all phases of the work in accordance with M.04. The Department will verify the Contractor's acceptance test results. Should any test results exceed the specified tolerances in the Department's current QA Program for Materials, the Contractor's test results for a subject lot or sub lot may be replaced with the Department's results for the purpose of calculating adjustments. The verification procedure is included in the Department's current QA Program for Materials.

Density Acceptance: The Engineer will perform all acceptance testing in accordance with AASHTO T 331. The density of each core will be determined using the daily production's average maximum theoretical specific gravity (Gmm) established during the testing of the parent material at the Plant. When there was no testing of the parent material or any Gmm exceeds the specified tolerances in the Department's current QA Program for Materials, the Engineer will determine the maximum theoretical density value to be used for density calculations.

12. Density Dispute Resolution Process: The Contractor and Engineer will work in partnership to avoid potential conflicts and to resolve any differences that may arise during quality control or acceptance testing for density. Both parties will review their sampling and testing procedures and results and share their findings. If the Contractor disputes the Engineer's test results, the Contractor must submit in writing a request to initiate the Dispute Resolution Process within five calendar days of the notification of the test results. No request for dispute resolution will be allowed unless the Contractor provides quality control results from samples taken prior to and after finish rolling, and within the timeframe described in 4.06.03-8 supporting its position. No request for dispute resolution will be allowed for a density lot in which any core was not taken within the required 5 calendar days of placement. Should the dispute not be resolved through evaluation of existing testing data or procedures, the Engineer may authorize the Contractor to obtain a new core or set of core samples per disputed lot. The core samples must be extracted no later than seven calendar days from the date of the Engineer's authorization. All such core samples shall be extracted and the core hole filled using the procedure outlined in 4.06.03-10.

a) Simple Average Lots: The Contractor may only dispute any simple average lot that is adjusted at or below 95 percent payment. The number and location (mat, joint, or structure) of the cores taken for dispute resolution must reflect the number and location of the original cores. The location of each core shall be randomly located within the respective original sub lot. The dispute resolution results shall be combined with the original results and averaged for determining the final in-place density value.

b) PWL Lots: The Contractor may dispute any PWL sublot when the PWL falls below 50%

calculated in accordance with section 4.06.04.2.b. An additional random core in the sublot may be taken to validate the accuracy of the core in question. The Department will verify the additional core test result and may average the original test result with the additional core result for purpose of calculating adjustments.

13. Corrective Work Procedure:

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) Any corrective courses placed as the final wearing surface shall match the specified lift thickness after completion.

14. Protection of the Work: The Contractor shall protect all sections of the newly finished pavement from damage that may occur as a result of the Contractor's operations for the duration of the Project.

15. 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. HMA S* or PMA S*: Bituminous concrete will be measured for payment as the amount of material in tons placed as determined by the net weight on the delivered tickets and adjusted by area, thickness and weight as follows:

Quantity Adjustments**:** Adjustments may be applied to the placed bituminous concrete quantities that will be measured for payment using the following formulas:

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

Actual Area (SY) = [(Measured Length (ft)) x (Avg. of width measurements (ft))]÷9 s.f./SY

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 (inch) of the lift being placed.

Quantity 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 average 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:

Quantity Adjusted for Thickness (T_T) = A x t_{adj} x 0.0575 = (-) tons

Where: A = Area = {[L x (Design 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:

Quantity 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

2. Bituminous Concrete Adjustment Cost:

a) Production Lot Adjustment: An adjustment may be applied to each production lot as follows:

i. Non-PWL Production Lot (less than 3,500 tons):
The adjustment values in Tables 4.06-6 and 4.06-7 will be calculated for each sub lot based on the Air Void (AV) and Asphalt Binder Content (PB) test results for that sub lot. The total adjustment for each day's production (lot) will be computed as follows:

Tons Adjusted for Superpave Design (T_{SD}) = [($AdjAV_t$ + $AdjPB_t$) / 100] x Tons

Where: $AdjAV_t$: Percent adjustment for air voids
$AdjPB_t$: Percent adjustment for asphalt binder
Tons: Weight of material (tons) in the lot adjusted by 4.06.4-1

Percent Adjustment for Air Voids = $AdjAV_t$ = [$AdjAV_1$ + $AdjAV_2$ + $AdjAV_i$ + … + $AdjAV_n$)] /n

Where: $AdjAV_t$ = Total percent air void adjustment value for the lot
$AdjAV_i$ = Adjustment value from Table 4.06-6 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.04.03-2

TABLE 4.06-6: Adjustment Values for Air Voids

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

Percent Adjustment for Asphalt Binder = $AdjPB_t = [(AdjPB_1 + AdjPB_2 + AdjPB_i + \ldots + AdjPB_n)] /n$

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 4.06-7: Adjustment Values for Binder Content

Adjustment Value ($AdjAV_i$) (%)	S0.25, S0.375, S0.5, S1 Pb
0.0	JMF Pb ± 0.3
- 10.0	≤ JMF Pb - 0.4 or ≥ JMF Pb + 0.4

ii. PWL Production Lot (3500 tons or more):

For each lot, the adjustment values will be calculated using PWL methodology based on AV, VMA, and PB test results. The results will be considered as being normally distributed and all applicable equations in AASHTO R 9 and AASHTO R 42 Appendix X4 will apply.

Only one test result will be considered for each sub lot. The specification limits are listed in M.04.

For AV, PB, and voids in mineral aggregate (VMA), the individual material quantity characteristic adjustment (Adj) will be calculated as follows:

For PWL between 50 and 90%: $Adj(AV_t$ or PB_t or $VMA_t) = (55 + 0.5\ PWL) - 100$

For PWL at and above 90%: $Adj(AV_t$ or PB_t or $VMA_t) = (77.5 + 0.25\ PWL) - 100$

Where: $AdjAV_t$ = Total percent AV adjustment value for the lot
$AdjPB_t$= Total percent PB adjustment value for the lot
$AdjVMA_t$= Total percent VMA adjustment value for the lot

A lot with PWL less than 50% in any of the 3 individual material quality characteristics will be evaluated under 1.06.04.

The total adjustment for each production lot will be computed using the following formula:

Tons Adjusted for Superpave Design (T_{SD}) = $[(0.5AdjAV_t + 0.25AdjPB_t + 0.25\ AdjVMA_t) / 100]$ X Tons

Where Tons: Weight of material (tons) in the lot adjusted by 4.06.4-1

iii. Partial Lots:
Lots with less than 4 sub lots will be combined with the prior lot. If there is no prior lot with equivalent material or if the last test result of the prior lot is over 30 calendar days old, the adjustment will be calculated as indicated in 4.06.04-2.a)i.
Lots with 4 or more sub lots will be calculated as indicated in 4.06.04-2.a)ii.

Production Lot Adjustment: T_{SD} x Unit Price = Est. (Pi)

Where: Unit Price = Contract unit price per ton per type of mixture
Est. (Pi)= Pay Unit in dollars representing incentive or disincentive per lot

b) Density Lot Adjustment: An adjustment may be applied to each density lot as follows:
i. Simple Average Density Lot (less than 3500 tons) and Bridge Lots:
The final lot quantity shall be the difference between the total payable tons for the Project and the sum of the previous lots. If either the Mat or Joint adjustment value is "remove and replace," the density lot shall be removed and replaced (curb to curb).
No positive adjustment will be applied to a density lot in which any core was not taken within the required 5 calendar days of placement.
Tons Adjusted for Density (T_D) = [{(PA_M x 0.50) + (PA_J x 0.50)} / 100] X Tons
Where: T_D = Total tons adjusted for density for each lot
PA_M = Mat density percent adjustment from Table 4.06-8
PA_J = Joint density percent adjustment from Table 4.06-9
Tons: Weight of material (tons) in the lot adjusted by 4.06.4-1

TABLE 4.06-8: 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)

Notes:
(1) ACRPD = Average Core Result Percent Density
(2) All Percent Adjustments to be rounded to the second decimal place; for example round 1.667 to 1.67.

TABLE 4.06-9: 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)

Notes:
(1) ACRPD = Average Core Result Percent Density
(2) All Percent Adjustments to be rounded to the second decimal place; for example round 1.667 to 1.67

Additionally, any sublot with a density result below 87% will be evaluated under 1.06.04.

ii. PWL Density Lot (3,500 tons or more):
For each lot, the adjustment values will be calculated using PWL methodology based on mat and joint density test results. Only one result will be included for each sublot. The results will be considered as being normally distributed and all applicable equations in AASHTO R 9 and AASHTO R 42 Appendix X4 will apply.
The specification limits for the PWL determination are as follows:
Mat Density: 91.5-98%
Joint Density: 90-98%
For mat and joint density, the individual percent adjustment (PA) will be calculated as follows:
For PWL between 50 and 90%: PA ($_M$ or $_J$)= 0.25 * PWL – 22.50
For PWL at and above 90%: PA ($_M$ or $_J$)= 0.125 * PWL – 11.25
Where: PA_M = Total percent mat density adjustment value for the PWL mat density lot
PA_J= Total percent joint density adjustment value for the PWL joint density lot
No positive adjustment will be applied to a density lot in which any core was not taken within the required 5 calendar days of placement.

A lot with PWL less than 50% will be evaluated under 1.06.04.
The total adjustment for each PWL mat density lot will be computed as follows:

Tons Adjusted for Mat Density (T_{MD}) = (PA_M / 100) X Tons

Where: Tons= Weight of material (tons) in the lot adjusted by 4.06.4-1.
The total adjustment for each PWL joint density lot will be computed as follows:

Tons Adjusted for Joint Density (T_{JD}) = (PA_J / 100) X J_Tons

Tons Adjusted for Joint Density will be calculated at the end of each project or project phase.

Where: $\text{J\_Tons} = \text{Tons in project or phase adjusted by } 4.06.4 - 1 \text{ x } \frac{\text{Lot joint length}}{\text{Joint length in project or phase}}$

All bridge density lot adjustments will be evaluated in accordance with 4.06.04-2.b)i.

Additionally, any sublot with a density result below 87% will be evaluated under 1.06.04.

iii. Partial Lots:

Lots with less than 4 sub lots will be combined with the prior lot. If there is no prior lot with equivalent material and placement conditions or if the last test result of the prior lot is over 30 calendar days old, the mat and joint individual adjustments will be calculated in accordance to Tables 4.06-8 and 4.06-9. T_{MD} and T_{JD} will be calculated as indicated in 4.06.04-2.b)i.

Lots with 4 or more sub lots will be calculated as indicated in 4.06.04-2.b)ii.

Density Lot Adjustment (Simple Average Lots): T_D x Unit Price = Est. (Di)
Density Lot Adjustment (PWL Lots): (T_{MD} or T_{JD}) x Unit Price = Est. (DMi or DJi)

Where: Unit Price = Contract unit price per ton per type of mixture
Est. (Di)= Pay Unit in dollars representing incentive or disincentive per simple average density lot
Est. (DMi)= Pay Unit in dollars representing incentive or disincentive per PWL mat lot
Est. (DJi)= Pay Unit in dollars representing incentive or disincentive per PWL joint lot

Additionally, any sublot with a density result below 87% will be evaluated under 1.06.04.

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

The quantity of material used for the installation of temporary transitions will 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 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 4.06.03.

a. Container Method – Material furnished in a container will be measured to the nearest 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 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.

b. Vehicle Method
   i. Measured by Weight: The number of gallons furnished will be determined by weighing the material on calibrated scales furnished by the Contractor. To convert weight to gallons, one of the following formulas will be used:
   Tack Coat (gallons at 60°F) = Measured Weight (pounds) / Weight per gallon at 60°F
   Tack Coat (gallons at 60°F) = 0.996 x Measured Weight (pounds) / Weight per gallon at 77°F
   ii. Measured by automated metering system on the delivery vehicle:
   Tack Coat (gallons at 60°F) = 0.976 x Measured Volume (gallons).

6. Material Transfer Vehicle (MTV): The furnishing and use of a MTV will be measured separately for payment based on the actual number of surface course tons delivered to a paver using the MTV.

4.06.05—Basis of Payment:

1. HMA S* or PMA S*: The furnishing and placing of bituminous concrete will be paid for at the Contract unit price per ton for " HMA S*" or " PMA S*."

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

All costs associated with cleaning the surface to be paved, including mechanical sweeping, 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 acceptance testing and dispute resolution are included in the general cost of the work.

2. Bituminous Concrete Adjustment Costs: This adjustment will be calculated using the formulas shown below if all of the measured adjustments in 4.06.04-2 are not equal to zero. A positive or negative adjustment will be applied to monies due the Contractor.

Production Lot: Σ Est (Pi) = Est. (P)
Density Lot (Simple Average Lots): Σ Est (Di) = Est. (D)
Density Lot (PWL): Σ Est (DMi) + Σ (DJi) = Est. (D)
Bituminous Concrete Adjustment Cost= Est. (P) + Est. (D)

Where: Est. ( )= Pay Unit in dollars representing incentive or disincentive in each production or density lot calculated in 4.06.04-2

The Bituminous Concrete Adjustment Cost item, 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 estimated cost will be used for the Contract.

3. Transitions for Roadway Surface: The installation of permanent transitions will be paid under the appropriate item used in the formation of the transition. The quantity of material used for the installation of temporary transitions will 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 2.02.05.

5. Material for tack coat will be paid for at the Contract unit price per gallon at 60°F for "Material for Tack Coat."

6. The Material Transfer Vehicle (MTV) will be paid at the Contract unit price per ton for "Material Transfer Vehicle."

Pay Item	Pay Unit
HMA S*	ton
PMA S*	ton
Bituminous Concrete Adjustment Cost	est.
Material for Tack Coat	gal.
Material Transfer Vehicle	ton

SECTION 6.01 - CONCRETE FOR STRUCTURES

Replace Section 6.01 in its entirety with the following:

6.01.01—Description
6.01.02—Materials
6.01.03—Construction Methods
6.01.04—Method of Measurement
6.01.05—Basis of Payment

6.01.01—Description: This item shall include concrete for use in new construction, surface repair or structural repair of bridges and culverts, walls, catch basins, drop inlets and other incidental construction. The concrete shall be composed of Portland cement, pozzolans, fine and coarse aggregate, admixtures and water, prepared and constructed in accordance with these specifications, at the locations and of the form dimensions and class shown on the plans, or as directed by the Engineer.

The use of concrete from dry batch or central mixed plants is permitted for all concrete mixtures.

6.01.02—Materials: The materials for this work shall meet the requirements of M.03. Surface or structural repair concrete shall be documented on the delivery ticket, as required in 6.01.03-II-3(a), as having the plastic properties necessary for confined placement to ensure appropriate workability for consolidation within the forms.

6.01.03—Construction Methods:

I. Concrete Quality Control (QC) Requirements: For all bridge deck and bridge parapet construction, the Contractor must demonstrate to the Engineer that the materials and work that will be provided by their field staff, subcontractors, and suppliers meets Contract specification requirements.

This effort shall be documented with a **Concrete Quality Control Plan (CQCP)** and shall address the communication with all parties, on-site inspection, sampling and testing frequency necessary to keep the production, placement and finishing operations in control, to determine when an operation has gone out of control and anticipated procedure to correct the situation in a timely manner.

1. General – provide an overview of the means and methods anticipated to perform the work including any anticipated conditions that may need additional attention (such as seasonal conditions requiring heating or cooling of concrete)

2. Contractor Organization – address authority levels/duties by position and name of persons holding those positions; include those who have decision making authority with regard to quality control, materials, sampling and testing who can be contacted by the Engineer

3. Concrete Mix Design – identify concrete supplier(s); provide copies of all applicable mix designs to field staff; and address submittal timeframe

4. Transportation and Delivery of Concrete – identify the supplier's plant capacity and ability to ensure continuous delivery to the Project to meet the requirements of the mix design and a corrective procedure if it does not meet Project requirements; include a provision for the addition of admixtures and follow up testing

5. Placement and Finishing of Concrete – identify and describe:

(a) placement equipment
(b) placement method(s) to be used (chute, pump, hopper or other)
(c) starting point and direction of placement (logistical sequencing)
(d) slip forming, formwork, stay-in-place forms or other forming method(s)
(e) joint construction method(s)
(f) process and documentation that the elevations, base, forms, reinforcement (including support chairs and ties), utility inserts or any other appurtenance installations have been inspected by the Contractor prior to concrete placement
(g) equipment and method(s) to be used for vibrating and consolidating concrete
(h) procedure for verifying adequate consolidation and how segregation will be addressed
(i) schedule and method(s) to be used for finishing all exposed surfaces

6. Curing of Concrete – describe schedule and method(s) for curing of concrete and how the method(s) will be monitored and maintained

7. Contractor QC testing – identify person(s) or firms responsible for Contractor QC testing and provide copies of their certification(s) (see 6.01.03-II-5), and testing facility location(s). In addition, describe the process used for communication between the QC testing personnel and the Contractor project staff; describe what measures will be taken when test results are out of compliance; this shall include what increased frequency of testing is to be performed to verify that concrete properties are in compliance; the threshold at which time placement ceases; describe what protective measures will be used in case of unforeseen weather

8. The CQCP shall include the name and qualifications of a Quality Control Manager (QCM) provided by the Contractor. The QCM shall be responsible for the administration of the CQCP, and any modifications that may become necessary. The QCM shall have the ability to direct all Contractor personnel on the Project during concreting operations and must communicate directly with the concrete supplier. The QCM shall be certified as either a **Concrete Transportation Construction Inspector by the American Concrete Institute (ACI)** or a **NETTCP Concrete Inspector.**

9. The CQCP must include a provision for pre-placement meeting(s) to be held with representatives of the Engineer, the concrete supplier, the QCM and the Contractor's field staff supervising the work.

(a) Timing and number of the meeting(s) will be determined by the complexity of the mix design or placement.
(b) Non-Standard mix designs that require trial placements will be discussed at the Preconstruction Meeting to remind the Contractor of the time needed for testing. Additional meeting(s) should be scheduled at least 90 days prior to first use of non-standard mix designs, to allow suppliers to perform trial batches and testing.
(c) Discussions shall include the configuration and specific application that the concrete will be used for, plastic properties and workability, any mix design challenges, trial placement procedures and subsequent trial results, timing and quantities. Refer to 6.01.03-II-6(e) for additional requirements.

10. The CQCP shall be submitted to the Engineer and concrete supplier for review and comment a minimum of 30 days prior to production or placement. Production and placement shall not occur until all comments of the Engineer and supplier have been addressed by the Contractor. Changes to the CQCP based on data not available at time of submittal may be added via addendum.

11. The Contractor shall provide the Engineer QC test results within 48 hours after testing or inspection in a format acceptable to the Engineer. The Contractor shall also maintain complete records of all QC tests.

Review of the CQCP does not relieve the Contractor of its responsibility to comply with the Project specifications. The Contractor may modify the CQCP as work progresses and must document the changes in writing prior to resuming operations. These changes include but are not limited to changes in quality control procedures or personnel.

II. New Construction:

1. Falsework and Forms: Falsework is considered to be any temporary structure which supports structural elements of concrete, steel, masonry or other material during the construction or erection. Forms are to be considered to be the enclosures or panels which contain the fluid concrete and withstand the forces due to its placement and consolidation. Forms may in turn be supported on falsework.

This work shall consist of the construction and removal of falsework and forms that are designed by the Contractor in the execution of the work, and whose failure to perform properly could adversely affect the character of the Contract work or endanger the safety of adjacent facilities, property, or the public. Forms shall be mortar tight. Forms and falsework shall be of sufficient rigidity and strength to safely support all loads imposed and to produce in the finished structure the lines and grades indicated in the Contract documents. Forms shall also impart the required surface texture and rustication and shall not detract from the uniformity of color of the formed surfaces. Forms shall be made of wood, steel or other material approved by the Engineer.

(a) Design: The design of falsework and formwork shall conform to the *AASHTO Guide Design Specifications for Bridge Temporary Works,* or to other established and generally accepted design codes such as ACI Standard *ACI 347-Recommended Practice for Concrete Formwork* or specific form or falsework manufacturer specifications. When other than new or undamaged materials are used, appropriate reductions in allowable stresses, and decreases in resistance factors or imposed loads shall be used for design.

(b) Loads: The design of the falsework and forms shall be based on load factors specified in the *AASHTO LRFD Bridge Design Specifications* and all applicable load combinations shall be investigated. The design load for falsework shall consist of the sum of appropriate dead and live vertical loads and any horizontal loads.

As a minimum, dead loads shall include the weight of the falsework and all construction material to be supported. The combined unit weight of concrete, reinforcing and pre-stressing steel, and forms that is supported shall be assumed to be not less than:

1. Normal-weight concrete: 0.16 kip/ft^3
2. Lightweight concrete: 0.13 kip/ft^3

Live loads shall consist of the actual weight of any equipment to be supported, applied as concentrated loads at the points of contact and a uniform load of not less than 0.02 kip/ft^2 applied over the area supported, plus 0.075 kip/ft applied at the outside edge of deck overhangs.

The horizontal load used for the design of the falsework bracing system shall be the sum of the horizontal loads due to equipment; construction sequence including unbalanced hydrostatic forces from fluid concrete and traffic control devices; stream flow, when

applicable; and an allowance for wind. However, in no case shall the horizontal load to be resisted in any direction be less than 2% of the total dead load.

For post-tensioned structures, the falsework shall also be designed to support any increase in or redistribution of loads caused by tensioning of the structure. Loads imposed by falsework onto existing, new, or partially completed structures shall not exceed those permitted in 6.01.03-II-12, Application of Loads.

(c) Working Drawings: The working drawings for falsework and formwork shall be prepared in accordance with 1.05.02 whenever the falsework or formwork exceeds 14.0 feet high or whenever vehicular, marine, or pedestrian traffic may travel under or adjacent to the falsework or formwork. Working drawings shall include the sequence, method and rate of placement of the concrete.

Manufacturer catalog cuts or written installation procedures shall be provided for any clips, braces, hangers or other manufactured parts used with the formwork or falsework.

(d) Construction: Forms and falsework shall be built true to lines and grades shall be strong, stable, firm, mortar-tight and adequately braced or tied, or both. They shall be designed and constructed to withstand all loads and pressures including those imposed by plastic concrete, taking full account of the stresses due to the rate of placement, effect of vibration and conditions brought about by construction methods. Forms and falsework shall be constructed to compensate for variations in camber of supporting members and allow for deflections.

Falsework and formwork shall be chamfered at all sharp corners, unless otherwise ordered or permitted, and shall be given a slight bevel or draft in the case of projections to ensure satisfactory removal. Materials for falsework and formwork and their supports, ties and bracing, shall be of the type, quality and strength to achieve the structural requirements. Form material in contact with concrete shall provide the finished concrete surface smoothness as specified in 6.01.03-II-10, Finishing Concrete Surfaces, and shall have a uniform appearance.

Falsework and formwork shall be treated with form oil or other release agent approved by the Engineer before the reinforcing steel is placed or self-releasing forms approved by the Engineer may be used. Release agents which will adhere to or discolor the concrete shall not be used.

Falsework and formwork for concrete surfaces exposed to view shall produce a smooth surface of uniform texture, free of voids, indentations, protrusions and bulges. Panels lining falsework and formwork shall be arranged so that the joint lines form a symmetrical pattern conforming to the general lines of the structure. The same type of form-lining material shall be used throughout each element of a structure. Falsework and formwork shall be sufficiently rigid so that the undulation of the concrete surface shall not exceed 1/4 inch when checked with a 4 foot straightedge or template.

For non-exposed surfaces the falsework and formwork shall be sufficiently rigid so that the undulation of the concrete surface shall not exceed 1/2 inch when checked with a 4 foot straightedge or template.

Metal ties and anchors to hold the falsework and formwork in alignment and location shall be so constructed that the metal work can be removed to a depth of at least 2 inches from the concrete surface without damage to the concrete. All cavities resulting from the removal of metal ties shall be filled after removal of forms with cement mortar of the same

proportions used in the body of the work or other materials approved by the Engineer, and the surface finished smooth and even, and if exposed in the finished work, shall be similar in texture and color of adjacent surfaces. With permission of the Engineer, the Contractor need not remove from the underneath side of bridge decks portions of metal devices used to support reinforcing steel providing such devices are of material, or are adequately coated with material, that will not rust or corrode. When coated reinforcing steel is required, all metal ties, anchorages, or spreaders that remain in the concrete shall be of corrosion-resistant material or coated with a dielectric material.

Forms shall be clean and clear of all debris. For narrow walls and columns where the bottom of the form is inaccessible, an access opening will be allowed in the form and falsework for cleaning out extraneous material.

(e) Vacant

(f) Bridge Decks: After erection of beams and prior to placing falsework and forms, the Contractor shall take elevations along the top of the beam at the points shown on the plans or as directed by the Engineer. The Contractor shall calculate the haunch depths and provide them to the Engineer a minimum of 7 days prior to installing the falsework and forms. The Contractor shall also provide calculations for the setting of the overhang brackets based on the final beam deflection. These calculations shall be based on the final proposed deck grade and parapet elevations.

Falsework or formwork for deck forms on girder bridges shall be supported directly on the girders so that there will be no appreciable differential settlement during placing of the concrete. Girders shall be either braced and tied to resist any forces that would cause rotation or torsion in the girders caused by the placing of concrete for diaphragms or decks, or shown to be adequate for those effects. Unless specifically permitted, welding of falsework support brackets or braces to structural steel members or reinforcing steel shall not be allowed.

(g) Stay-In-Place Metal Forms for Bridge Decks: These forms may be used if shown in the Contract documents or approved by the Engineer. Prior to the use of such forms and before fabricating any material, the Contractor shall submit working drawings to the Engineer for review in accordance with 1.05.02. These drawings shall include the proposed method of form construction, erection plans including placement plans, attachment details, weld procedure(s), material lists, material designation, gage of all materials, and the details of corrugation. Also, copies of the form design computations shall be submitted with the working drawings. Any changes necessary to accommodate stay-in-place forms, if approved, shall be at no cost to the Department.

The metal forms shall be designed on the basis of the dead load of the form, reinforcement and the plastic concrete, including the additional weight of concrete [considered to be equivalent to the weight imposed by an additional concrete thickness equal to 3% of the proposed deck thickness, but not to exceed 0.3 inch] due to the deflection of the metal forms, plus 50 psf for construction loads. The allowable stress in the corrugated form and the accessories shall not be greater than 0.725 times the yield strength of the furnished material and the allowable stress shall not exceed 36,000 psi. The span for design and deflection shall be the clear distance between edges of the beams or girders less 2 inches and shall be measured parallel to the form flutes. The maximum deflection under the weight of plastic concrete, reinforcement, and forms shall not exceed 1/180 of the form

span or 0.5 inches, whichever is less. In no case shall the loading used to estimate this deflection be less than 120 psf. The permissible form camber shall be based on the actual dead load condition. Camber shall not be used to compensate for deflection in excess of the foregoing limits. The form support angles shall be designed as a cantilever and the horizontal leg of the form support angle shall not be greater than 3 inches.

No stay-in-place metal forms shall be placed over or be directly supported by the top flanges of beams or girders. The form supporting steel angles may be supported by or attached to the top flanges.

Stay-in-place metal forms shall not be used in bays where longitudinal slab construction joints are located, under cantilevered slabs such as the overhang outside of fascia members, and bridges where the clearance over a salt-laden body of water is less than 15 feet above mean high water level.

Welding to the top flanges of steel beams and girders is not permitted in the areas where the top flanges are in tension, or as indicated on the plans. Alternate installation procedures shall be submitted addressing this condition.

Drilling of holes in pre-stressed concrete beams or the use of power-actuated tools on the prestressed concrete beams for fastening of the form supports to the pre-stressed concrete beams will not be permitted. Welding of the reinforcing steel to the pre-stressed units is not permitted.

All edges of openings cut for drains, pipes, and similar appurtenances shall be independently supported around the entire periphery of the opening. All fabricated stay-in-place metal forms shall be unloaded, stored at the Project Site at least 4 inches above the ground on platforms, skids or other suitable supports and shall be protected against corrosion and damage and handled in such a manner as to preclude damage to the forms. Damaged material shall be replaced at no additional cost to the State.

Any exposed form or form support metal where the galvanized coating has been damaged, shall be thoroughly cleaned, wire brushed, then coated with 2 coats of Zinc Dust – Zinc Oxide primer, FS No. TT-P-641d, Type II or another product acceptable to the Engineer.

The forms shall be installed from the topside in accordance with the manufacturer's recommended installation procedures. The form supports shall ensure that the forms retain their correct dimensions and positions during use at all times. Form supports shall provide vertical adjustment to maintain design slab thickness at the crest of corrugation, to compensate for variations in camber of beams and girders and to allow for deflections. Stay-in-place metal forms shall have a minimum depth of the form valley equal to 2 inches. The forms shall have closed tapered ends. Lightweight filler material shall be used in the form valleys.

All field cutting shall be done with a steel cutting saw or shears including the cutting of supports, closures and cutouts Flame cutting of forms is not permitted.

All welding shall be performed by Department-certified welders in accordance with the Welding subarticle in 6.03. Welding of forms to supports is not permitted.

The steel form supports shall be placed in direct contact with the flange of stringer or floor beam flanges and attached by bolts, clips, welding where permitted, or other approved means. Form sheets shall not be permitted to rest directly on the top of the stringer or floor beam flanges. The forms shall be securely fastened to form supports with self-drilling fasteners and shall have a minimum bearing length of 1 inch at each end. In the areas

where the form sheets lap, the form sheets shall be securely fastened to one another by fasteners at a maximum spacing of 18 inches. The ends of the form sheets shall be securely attached to the support angles with fasteners at a maximum spacing of 18 inches or 2 corrugation widths, whichever is less.

The depth of the concrete slab shall be as shown on the plans and the corrugated forms shall be placed so that the top of the corrugation will coincide with the bottom of the deck slab. No part of the forms or their supports shall protrude into the slab. All reinforcement in the bottom reinforcement mat shall have a minimum concrete cover of 1 inch unless noted otherwise on the plans.

The completed stay-in-place metal form system shall be sufficiently tight to prevent leakage of mortar. Where forms or their installation are unsatisfactory in the opinion of the Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the work.

(h) Construction Joints: Construction joints other than those shown on the plans will not be permitted without prior approval of the Engineer. In joining fresh concrete to concrete that has already set, the work already in place shall have all loose and foreign material removed, and the surface roughened and thoroughly drenched with water.

All reinforcing steel shall extend continuously through joints. Where unplanned construction joints may be needed, they shall be constructed as directed by the Engineer.

(i) Expansion and Contraction Joints: Expansion and contraction joints shall be constructed at the locations and in accordance with the details specified in the Contract. The forming of joint openings shall be dimensioned in accordance with the joint manufacturer's design requirements. Joints include open joints, filled joints, joints sealed with sealants, joints reinforced with steel armor plates or shapes, paraffin coated joints, and joints with combinations of these features.

Open joints shall be placed at locations designated on the plans and shall be formed by the insertion and subsequent removal of templates of wood, metal or other suitable material. The templates shall be so constructed that their removal may be readily accomplished without damage to the work.

Filled joints shall be made with joint filler, the materials for which shall meet the requirements of the plans and of these specifications.

For mechanical joint systems, the concrete shall be placed in such a manner that does not interfere with the movement of the joint.

(j) Pipes, Conduits and Utility Installations: The Contractor shall coordinate the installation of pipes, conduits and utilities as shown on the plans and in accordance with the Contract or as directed by the Engineer. The openings accommodating such pipe, conduit and utility installations shall be incorporated into the formwork by the Contractor.

(k) Anchorages: Anchor bolts and systems shall be set to the requirements of the plans and Contract. Anchor bolts and systems shall be clean and free of dirt, moisture or other foreign materials at the time of installation. The anchor bolts and systems shall be installed prior to placing concrete.

With the Engineer's approval, the Contractor may install anchorages after placement and setting of the concrete or in formed holes. The anchorages shall be installed into drilled or formed holes having a diameter and a depth suitable to receive the bolts in accordance with the grout manufacturer's requirements. Such holes shall be located to avoid damage to the

existing reinforcement. All holes shall be perpendicular to the plane surface. The Contractor shall take every precaution necessary to prevent damage to the concrete due to freezing of water or grout in anchor bolt holes.

(l) Ornament or Reverse Moulds: Ornamental work, when so noted on the plans, shall be formed by the use of reverse moulds. These moulds shall be produced by a qualified manufacturer approved by the Engineer. They shall be built in accordance with the general dimensions and appearance shown on the plans. The Contractor shall submit all detailed drawings, models, or carvings for review by the Engineer before the moulds are made.

The Contractor shall be responsible for their condition at all times, and shall be required to remove and replace any damaged or defective moulds at no additional cost to the State.

The surfaces of the moulds shall be given a coating of form release agent to prevent the adherence of concrete. Any material which will adhere to or discolor the concrete shall not be used.

Form Liners, if required, shall be installed as specified elsewhere.

(m) Removal of Falsework and Forms: The Contractor shall consider the location and character of the structure, the weather, the materials used in the mix, and other conditions influencing the early strength of the concrete when removing forms and falsework. Methods of removal likely to cause damage to the concrete surface shall not be used. Supports shall be removed in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight. For structures of 2 or more spans, the sequence of falsework release shall be as specified in the Contract or approved by the Engineer.

Removal shall be controlled by field-cured cylinder tests. The removal shall not begin until the concrete has achieved 75% of the design compressive strength. To facilitate finishing, side forms carrying no load may be removed after 24 hours with the permission of the Engineer, but the curing process must be continued for 7 days.

When the results of field-cured cylinder tests are unavailable, the time periods listed in Table 6.01.03-1, exclusive of days when the temperature drops below 40°F, may govern the removal of forms.

Table 6.01.03-1 Time Restrictions for Removal of Formwork

Structure Element	Minimum Time Period
Arch Centers, centering under beams, pier caps, and unsupported elements	14 days
Slabs on grade, Abutments and Walls	24 hours
Columns	2 days
Bridge Decks	28 days

The Contractor may submit for review and approval by the Engineer, alternate methods to determine the in-place strength of the concrete for removal of forms and falsework.

2. Protection from Environmental Conditions: The concrete shall be protected from damage due to weather or other environmental conditions during placing and curing periods. In-place concrete that has been damaged by weather conditions shall be either repaired to an acceptable condition or removed and replaced as determined by the Engineer.

(a) Rain Protection: The placement of concrete shall not commence or continue unless

adequate protection satisfactory to the Engineer is provided by the Contractor.

(b) Hot Weather Protection: When the ambient air temperature is above 90°F, the forms, which will come in contact with the mix shall be cooled to below 90°F for a minimum of 1 hour prior to and 1 hour after completion of the concrete placement by means of a water spray or other methods satisfactory to the Engineer.

(c) Cold Weather Protection: When there is a probability of ambient air temperature below 40°F during placement and curing, a Cold-Weather Concreting Plan shall be submitted to the Engineer for review and comment. The Plan shall detail the methods and equipment, including temperature measuring devices that will be used to ensure that the required concrete and air temperatures are maintained.

1. Placement: The forms, reinforcing steel, steel beam flanges, and other surfaces which will come in contact with the mix shall be heated to a minimum of 40°F, by methods satisfactory to the Engineer, for a minimum of 1 hour prior to, and maintained throughout, concrete placement.
2. Curing: For the first 6 days, considered the initial cure period, the concrete shall be maintained at a temperature of not less than 45°F and the air temperature surrounding the structure shall be maintained at a temperature of not less than 60°F. When the concrete mix includes pozzolans or slag, the initial cure period shall be increased to 10 days. After the initial cure period, the air surrounding the structure shall be maintained above 40°F for an additional 8 days. If external heating is employed, the heat shall be applied and withdrawn gradually and uniformly so that no part of the concrete surface is heated to more than 90°F or caused to change temperature by more than 20°F in 8 hours. The Engineer may reduce or increase the amount of time that the structure must be protected or heated based on an indication of in-place concrete strength acceptable to the Engineer.

(d) Additional Requirements for Bridge Decks: Prior to the application of curing materials, all the concrete placed on bridge decks shall be protected from damage due to rapid evaporation by methods acceptable to the Engineer. During periods of low humidity (less than 60% relative humidity), sustained winds of 25 mph or more, or ambient air temperatures greater than 80ºF the Contractor shall provide written details of additional measures to be taken during placement and curing.

Protection may include increasing the humidity of the surrounding air with fog sprayers and employing wind-breaks or sun-shades. Additional actions may include reduction of the temperature of the concrete prior to placement, scheduling placement during the cooler times of days or nights, or any combination of these actions.

(e) Concrete Exposed to Salt Water: No Construction joints shall be formed between the levels of extreme low water and extreme high water or the upper limit of wave action as determined by the Engineer.

3. Transportation and Delivery of Concrete: All material delivered to the Project shall be supplied by a producer qualified in accordance with M.03. The producer shall have sufficient plant capacity and trucks to ensure continuous delivery at the rate required to prevent the formation of cold joints.

(a) Material Documentation: All vendors producing concrete must have their weigh scales and mixing plant automated to provide a detailed ticket. Delivery tickets must include the following information:

1. State of Connecticut printed on ticket
2. Name of producer, identification of plant
3. Date and time of day
4. Type of material
5. Cubic yards of material loaded into truck
6. Project number, purchase order number, name of Contractor (if Contractor other than producer)
7. Truck number for specific identification of truck
8. Individual aggregate, cement, water weights and any admixtures shall be printed on plant tickets
9. Water/cement ratio, and
10. Additional water allowance in gallons based on water/cement ratio for mix

A State inspector may be present to monitor batching or weighing operations.

The Contractor shall notify the Engineer immediately if, during the production day, there is a malfunction of the recording system in the automated plant or weigh scales.

Manually written tickets containing all required information may be allowed for up to 1 hour after malfunction provided they are signed by an authorized representative of the producer.

(b) Transportation of Mixture: Trucks delivering concrete shall be qualified in accordance with M.03.

If the concrete mix arrives at the Project with a slump lower than allowed by specification, water may be considered as a means to temper concrete to bring the slump back to within specification. This tempering may only be done prior to discharge with the permission of the Engineer. The quantity of water in gallons added to the concrete cannot exceed the allowance shown on the delivery ticket.

The concrete shall be completely discharged into the forms within 1-1/2 hours from the batch time stamped on the delivery ticket. This time may be extended if the measured temperature of the concrete is below 90ºF. This time may also be reduced if the temperature of the concrete is over 90º F. Rejected concrete shall be disposed of by the Contractor at no cost to the State.

The addition of chemical admixtures or air entrainment admixtures at the Project Site, to increase the workability or to alter the time of set, will only be permitted if prior approval has been granted by the Engineer. The addition of air entrainment admixtures at the Project Site will only be permitted by the producer's quality control staff. The Contractor is responsible for follow-up quality control testing to verify compliance with the Specifications.

4. Acceptance Testing and Test Specimens: The Contractor shall furnish the facilities and concrete required for sampling, transport to the testing location in the field, performing field testing and for casting sample cylinders for compressive-strength determinations. The Department will furnish personnel for sampling and casting Acceptance specimens and the number of specimens required will be determined by the Engineer. The equipment for the Department's testing is provided for elsewhere in the Contract.

(a) Temperature, Air Content and Slump: Field testing in accordance with AASHTO T-23, "Making and Curing Concrete Test Specimens in the Field" will be performed at the point of placement and at a frequency determined by the Engineer.

(b) Acceptance Testing and Compressive Strength Specimens: Concrete samples are to be taken at the point of placement into the forms or molds. Representatives of the Engineer will sample the mix.

Table 6.01.03-2 Plastic Properties of Portland Cement Concrete

Standard Mix Class	Air Content	Slump[3]	Concrete Temperature
PCC0334Z[1] (3300 psi)	6.0 +/- 1.5%	As submitted	60º-90º F
PCC0336Z[1] (3300 psi)			
PCC0446Z[1] (4400 psi)			
PCCXXX8Z[1]	7.5 +/- 1.5%	As submitted	
Modified Standards[2]	6.0 +/- 1.5% [2]	As submitted	
Special Provision Mix[4]	As specified	As submitted	
[1] "Z" denotes the Exposure Factor 0, 1 or 2 as described in Table M.03.02-1a			
[2] Modifications to Standard Mixes, including mixes placed by pumping, shall be reviewed by the Engineer prior to use. These include but are not limited to the use of chemical admixtures such as high range water reducing (HRWR) admixtures and the use of coarse aggregate sizes for that class not specified in M.03.			
[3] If the only modification is the addition of HRWR, the maximum allowable slump shall be 7 inches.			
[4] All concrete mixes with a mix design strength not shown in the table must be approved by the Engineer on a case-by-case basis. Limits on the plastic properties and strength requirements of these mixes are listed in the Specifications.			

The Contractor shall provide and maintain facilities on the Project Site, acceptable to the Engineer, for sampling, transporting the initial sample, casting, safe storage and initial curing of the concrete test specimens as required by AASHTO T-23. This shall include but not be limited to a sampling receptacle, a means of transport of the initial concrete sample from the location of the concrete placement to the testing location, a level and protected area of adequate size to perform testing, and a specimen storage container capable of maintaining the temperature and moisture requirements for initial curing of Acceptance specimens. The distance from the location of concrete placement to the location of testing and initial curing shall be 100 feet or less, unless otherwise approved by the Engineer.

The specimen storage container described in this section is in addition to the concrete cylinder curing box provided for elsewhere in the Contract.

After initial curing, the test specimens will be transported by Department personnel and stored in the concrete cylinder curing box until they can be transported to the Division of Materials Testing for strength evaluation.

(c) Sampling Procedure for Pumping: It is the responsibility of the Contractor to provide concrete that meets specification at the point of placement.

Samples of concrete shall be taken at the discharge end of the pump at the point of placement with the exception of underwater concrete. The Contractor may submit an alternate location to provide a sample from the discharge end of the pump with verification showing that the characteristics of the mix will not be altered from that of which would have been attained at the point of placement. The Engineer will review the documentation and other extenuating circumstances when evaluating the request.

In the case of underwater concrete the Contractor shall submit the proposed sampling location with the submittals required in 6.01.03-II-6(f).

(d) Additional field testing: Additional field testing such as density and yield measurements may be required at the time of placement as determined by the Engineer.

5. Progression Cylinders and Compressive Strength Specimens: Progression Cylinders outlined in this section are field cured compressive strength specimens taken for information related to when a structure or segment of a structure can be loaded or put into service, adequacy of curing and protection of concrete in the structure, or when formwork or shoring may be removed from the structure. The information produced from strength results of Progression Cylinders will not be considered for acceptance of the concrete.

The personnel, equipment, and molds for sampling, casting, curing and testing of Progression Cylinders shall be furnished by the Contractor at no expense to the Department.

Sampling, casting, and field curing of the specimens shall be performed in accordance with AASHTO T23 by an ACI Concrete Field Testing Technician Grade 1 or higher and will be witnessed by a representative of the Department.

The sample shall be taken at the point of placement into the forms or molds from 1 or more of the same truck loads that an Acceptance sample is taken from.

A minimum of 2 of cylinder results will be used to determine in-place strength.

Compression testing shall be performed in accordance with AASHTO T 22 by personnel approved by the Engineer.

A Certified Test Report in accordance with 1.06.07 shall be provided to the Engineer reporting the Progression Cylinder test results. A copy of the results of the compressive strength testing shall be provided to the Engineer at least 24 hours prior to any Project activity that the results may control.

6. Handling and Placing Concrete: Concrete shall be handled, placed, and consolidated by methods acceptable to the Engineer that will not segregate the mix and shall result in a dense homogeneous concrete. The methods used shall not cause displacement of reinforcing steel or other materials to be embedded in the concrete. Concrete shall not be placed until the forms and all materials have been inspected by the Engineer. All mortar from previous placements, debris, and foreign material shall be removed from the forms and steel prior to commencing placement. The forms and subgrade shall be thoroughly moistened with water immediately before concrete is placed. All water that has ponded within the forms shall also be removed. Temporary form spreader devices shall not be left in place.

All laitance or unsound material shall be removed before placing substructure concrete onto the surface of any concrete placed underwater.

Placement of concrete for each section of the structure shall be performed continuously between construction or expansion joints as shown on the plans. The delivery rate, placing sequence and methods shall be such that fresh concrete is always placed and consolidated against previously placed concrete before initial set has occurred. The temperature of the concrete mixture during placement shall be maintained between 60ºF and 90ºF. During and after placement of concrete, care shall be taken not to damage the concrete or break the bond with reinforcing steel. Platforms for workers and equipment shall not be supported directly on any reinforcing steel. Forces that may damage the concrete shall not be applied to the forms or reinforcing steel.

(a) Sequence of Placement: The sequence of placement shall be in accordance with the Contract or as permitted by the Engineer.

Concrete for integral horizontal members, such as caps, slabs, or footings shall not be placed until the concrete for the columns, substructure, culvert walls and similar vertical members has achieved sufficient strength as stated in 6.01.03-II-1(m).

The concrete in arches shall be placed in such a manner as to load the formwork uniformly and symmetrically.

The base slab or footings of cast-in-place box culverts shall reach sufficient strength before the remainder of the culvert is constructed.

(b) Placement Methods: The Contractor shall notify the Engineer at least 24 hours in advance of intention to place concrete.

Vibrators shall not be used to shift the fresh concrete horizontally. Vibrators shall be adequate to consolidate the concrete and integrate it with the previous lift.

The rate of concrete placement must not produce loadings that exceed those considered in the design of the forms.

The use of chutes and pipes for conveying concrete into the forms must be reviewed by the Engineer. Chutes shall be clean, lined with smooth watertight material and, when steep slopes are involved, shall be equipped with baffles or reverses. When the discharge must be intermittent, a hopper or other device for regulating the discharge shall be provided.

Aluminum shall not be permanently incorporated into the concrete unless otherwise specified.

When placing operations involve dropping the concrete more than 5 feet, the Contractor shall take action to prevent segregation of the mix and spattering of mortar on steel and forms above the elevation of the lift being placed. This restriction shall not apply to cast-in-place pilings.

When using stay-in-place forms, concrete shall not be dropped more than 3 feet above the top of the forms, and the concrete shall be discharged directly over the beams or girders.

(c) Pumping: The Contractor shall use equipment specifically manufactured to pump concrete mixes and that meets the needs of the specific concrete placement.

(d) Consolidation: Unless otherwise specified, all concrete, except concrete placed under water, shall be sufficiently consolidated by mechanical vibration immediately after placement.

The Contractor shall provide a sufficient number of commercially available mechanical immersion type vibrators to properly consolidate the concrete immediately after it is placed in the forms unless external form vibrators are used. The Contractor shall have an adequate number of operable vibrators available in case of breakdown.

External form vibrators may be used if submitted prior to concrete placement and reviewed by the Engineer.

Vibration shall not be applied directly to the reinforcement or hardened concrete. Special care shall be taken in placing and consolidating concrete around ornamental moulds, form liners and other embedded items. The vibrator shall not touch these items at any time.

(e) Additional Requirements for Bridge Decks: At least 15 days before the erection of the screed rails, the Contractor shall submit screed erection plans, grades and sequence of concrete placement and proposed rate of placing concrete for review by the Engineer.

These plans shall include details of equipment to be used in the placement and finishing of the concrete, including the number and type of personnel who will be engaged in placing the concrete. The screed equipment shall be a commercially available vibratory system. The use of wooden screeds is prohibited.

When setting screed rails for mechanical finishing, the Contractor shall take into consideration and make proper allowances for the deflection of the bridge superstructure due to all operations.

Screed and runway supports shall not be located on any stay-in-place metal form sheets, form supports or reinforcing steel. The Contractor shall operate the mechanical screed at least 24 hours prior to actual placement of the concrete to verify deck survey and equipment operations to the satisfaction of the Engineer.

A Pre-Placement Meeting shall be held on the project site with Contractor, Engineer and concrete supplier 48 hours before the concrete deck pour. The Pre-Placement Meeting will document and include discussion on the following topics:

1. **Schedule:**
   - **(a)** Deck pour sequence
   - **(b)** Daily start and finish times for concrete delivery
   - **(c)** Anticipated completion time
2. **Key Personnel**:
   - **(a)** Concrete placement foreman
   - **(b)** Total number of personnel involved in deck pour and their roles during the pour
   - **(c)** Concrete supplier
   - **(d)** Concrete pump truck operator/service
   - **(e)** Discuss QC/QA
3. **Placement:**
   - **(a)** List of approved delivery trucks per pour
   - **(b)** Pre-wetting forms prior to placement
   - **(c)** Placement sequence
   - **(d)** Rate of concrete placement and vibrator process
   - **(e)** Monitor concrete temperature during placement
   - **(f)** Transverse joint bulkheads
   - **(g)** Approved concrete low-permeability mix design
4. **Curing:**
   - **(a)** Curing materials (burlap, quilted blankets, etc.)
   - **(b)** Means for pre-soaking curing materials.
   - **(c)** Foggers
   - **(d)** Soaker hoses
   - **(e)** White Plastic Sheeting
   - **(f)** Water source and supply tanks

Concrete shall be deposited in a uniform manner across the entire width being placed, and only 2 passes of the transverse screed will be permitted over a given deck area, unless otherwise allowed by the Engineer.

If the Contractor proposes to place concrete outside of daylight hours, an adequate lighting system must be provided.

Concrete shall be deposited in accordance with the placement sequence as noted on the plans. If no sequence is indicated, the Contractor shall provide a placement sequence to the Engineer for review. The placement sequence shall proceed in such a manner that the total deflection or settlement of supporting members, and the final finishing of the surface will occur before the initial set of the concrete takes place.

At construction joints, concrete shall not be placed against the previously placed concrete for at least 12 hours unless otherwise allowed by the Engineer.

(f) Underwater Placement: Concrete may only be placed under water within a cofferdam unless otherwise specified in the Contract or allowed by the Engineer. Placement shall begin following inspection and acceptance of the depth and character of the foundation material by the Engineer.

Underwater concrete mixes are considered non-standard designs and shall be submitted to the Engineer for approval. Typically a minimum of 10% additional cement than comparable non-underwater mixes will be required.

Underwater concrete shall be placed continuously with the surface of the concrete kept as horizontal as practical. To ensure thorough bonding, each succeeding layer shall be placed before the preceding layer has taken initial set. For large concrete placements, more than 1 tremie or pump shall be used to ensure compliance with this requirement.

Mass concrete placement requirements, outlined in 6.01.03-II-6(g), do not apply to underwater concrete.

To prevent segregation, underwater concrete shall be placed in a compact mass, in its final position, by means of a tremie, concrete pump, or other approved method and shall not be disturbed. Still water shall be maintained at the point of deposit. Cofferdams shall be vented during the placement and curing of the concrete to equalize the hydrostatic pressure and thus prevent flow of water through the concrete.

If a tremie is used, the method of depositing the concrete shall be detailed in a submission to the Engineer as a working drawing for review. The tube shall have watertight couplings and shall permit the free movement of the discharge end over the area of the work.

(g) Mass concrete placement: Mass concrete placement shall be defined as any placement, excluding underwater concrete placement, in which the concrete being cast has dimensions of 5 feet or greater in each of 3 different directions. For placements with a circular cross-section, a mass concrete placement shall be defined as any placement that has a diameter of 6 feet or greater and a height of 5 feet or greater. For all mass concrete placements, the mix temperature shall not exceed 85°F as measured at point of discharge into the forms.

Any special concrete mix design proposed by the Contractor to meet the above temperature requirements shall be submitted to the Engineer for review.

7. Finishing Plastic Concrete: Unless otherwise specified in the Contract, after concrete has been consolidated and prior to final curing, all surfaces of concrete that are not placed against forms shall be struck-off to the planned elevation or slope. The surface shall be finished by floating with an acceptable tool. While the concrete is still in a workable state, all construction and expansion joints shall be tooled with an edger. Joint filler shall be left exposed. For requirements on float finish, refer to 6.01.03-II-10, Finishing Concrete Surfaces.

After completion of the placing and finishing operation and for at least 12 hours after the concrete has set, the Contractor shall not operate any equipment in the immediate vicinity of the

freshly placed concrete if, in the opinion of the Engineer, it could cause excessive vibration, movement or deflection of the forms.

The addition of water to the surface of the concrete to assist in finishing operations will not be permitted.

(a) Bridge Decks: After the concrete has been consolidated and brought to the proper elevation by the screed machine, it shall be finished by use of a suitable float. The Contractor shall not disturb the fresh concrete after it has been finished. All finishing work, including the application of the fog spray and placement of the curing mats, shall be performed from work bridges supported above the deck surface. A work bridge shall be made available to the Engineer for inspection of the concrete work.

Surfaces that are to be covered with a waterproofing membrane shall be finished to a smooth surface, free of mortar ridges and other projections and in accordance with the membrane manufacturer's recommendations.

Unless otherwise noted in the Contract, the concrete wearing surfaces shall be given a skid-resistant texture by dragging, brooming, tining, or by a combination of these methods These methods shall be done after floating and at such time and in such manner that the desired texture will be achieved while minimizing displacement of the larger aggregate particles.

1. Dragging: The surface shall be finished by dragging a seamless strip of damp burlap over the surface. The burlap to be dragged shall consist of sufficient layers and have sufficient length in contact with the concrete to slightly groove the surface. The burlap shall be drawn longitudinally along the surface in a slow manner so as to leave an even texture. The burlap shall be kept damp, clean, and free of particles of hardened concrete. The Contractor may propose an alternate material for the Engineer's consideration.
2. Tining: Tining shall be in a transverse direction using a wire broom, comb, or float having a single row of tines or fins. The tining grooves shall be between 1/16 inch and 3/16 inch wide and between 1/8 inch and 3/16 inch deep, spaced 1/2 inch to 3/4 inch on centers. Tining shall be discontinued 12 inches from the curb line on bridge decks. The area adjacent to the curbs shall be given a light broom finish longitudinally. As an alternative, tining may be achieved using a machine designed specifically for tining or grooving concrete pavements.

   The transverse grooving shall be performed when the grooves can be formed to a maximum depth of 3/16 inch with relative ease and without the walls of the grooves closing in on each other. The tining shall be aligned so as to prevent overlapping of grooves in any 2 successive transverse passes. The Contractor shall measure the depth of the grooves in the presence of the Engineer with an appropriate device to ensure compliance.

(b) Surface Testing and Correction: The completed surface shall be constructed in accordance with grades and cross slopes shown on the plans. The entire surface shall be checked by the Contractor in the presence of the Engineer, with an acceptable 10 foot straightedge.

1. The surface shall not vary more than +/- 1/8 inch over 10 feet for decks which will not be covered with an overlay.
2. The surface shall not vary more than +/- 1/4 inch over 10 feet for decks which will be

covered with an overlay.

Variances greater than these, which, in the opinion of the Engineer, may adversely affect the riding qualities of the surface shall be corrected, and this shall be done at the expense of the Contractor. The Contractor shall submit a corrective procedure to the Engineer for review and approval. The procedure shall correct such irregularities by methods such as, but not limited to, concrete planing or grooving.

8. Bearing Surfaces: Concrete surfaces under metallic masonry plates and elastomeric bearings shall have a float finish. After the concrete has set, the area which will be in contact with the masonry plate shall be ground as necessary to provide full and even bearing. The finished surface shall not vary from a straightedge laid on the surface in any direction within the limits of the masonry plate by more than
0.0625 inch. Surfaces which fail to conform shall be ground or filled until acceptable to the Engineer.

9. Curing Concrete: All newly placed concrete shall be cured so as to prevent loss of water by use of the methods specified. The Engineer may request that the Contractor furnish a curing plan.

The duration of the initial and final curing period in total shall continue uninterrupted for a minimum of 7 days.

(a) Curing Methods:

1. Forms-In-Place Method: Formed surfaces of concrete may be cured by retaining the forms in place without loosening. During periods of hot weather, water shall be applied to the forms until the Engineer determines that it is no longer required.
2. Water Method: Exposed concrete surfaces shall be kept continuously wet by ponding, spraying, or covering with materials that are kept continuously and thoroughly wet. Such materials may consist of cotton mats, multiple layers of burlap, or other approved materials that do not discolor or otherwise damage the concrete.
3. Waterproof Cover Method: This method shall consist of covering exposed surfaces with a waterproof sheet material to prevent moisture loss from the concrete. The concrete shall be wet at the time the cover is installed. The sheets shall be of the widest practicable width and adjacent sheets shall overlap a minimum of 6.0 inches to form a waterproof cover of the entire concrete surface and shall be adequately secured. Broken or damaged sheets shall be immediately repaired and the concrete shall be remoistened.

(b) Additional Requirements for Bridge Decks:

Curing Plan: The Contractor shall submit to the Engineer, at least 14 days prior to the placement of concrete for the bridge deck, a detailed curing plan that describes the following:

A. the initial and final curing durations,
B. equipment and materials to be used for curing concrete and monitoring concrete temperature,
C. and proposed primary and secondary water and heat sources

1. Initial Curing Period: A water fog spray shall be used by the Contractor from the time of initial placement until the final curing period begins. The amount of fog spray shall be strictly controlled so that accumulations of standing or flowing water on the surface of the concrete shall not occur.

Should atmospheric conditions render the use of fog spray impractical, the Contractor shall request approval from the Engineer to use a curing compound that meets the requirements of M.03 in lieu of a fog spray. The application shall be in accordance with the manufacturer's recommendation and be compatible with the membrane waterproofing.

2. Final Curing: After completion of finishing and as soon as any bleed water has dissipated and the concrete reaches sufficient strength to avoid marring, the Final curing period shall begin and the entire concrete surface shall be covered with water-retaining materials such as cotton mats, multiple layers of burlap, or other materials approved by the Engineer. Materials used shall be kept saturated by means of an acceptable sprinkler or wetting system.

   The Contractor may cover the wet water-retaining material with a suitable polyethylene film to minimize evaporation during the curing period. The use of the polyethylene film does not relieve the Contractor from maintaining saturation of the curing materials.

3. Temperature Monitoring: The internal temperature of the concrete shall be monitored with a calibrated continuous recording thermometer for a minimum of 7 days. The air temperature at the concrete surface or the air temperature between the concrete surface and its protective covering shall be monitored with a minimum of 1 recording thermometer.

   The number and placement of the thermometers will be determined by the Engineer. A minimum of 2 thermometers per concrete placement shall be provided by the Contractor.

   The following types of thermometers shall be used to monitor curing temperatures:

   i) Continuously Recording Thermometer: The thermometer shall be capable of continuously recording temperatures within a range of -4ºF to 122ºF for a minimum of 24 hours.

   ii) Maximum–Minimum Recording Thermometer: For all placements, the thermometer shall be capable of recording maximum and minimum temperatures in a range of -4ºF to 122ºF.

10. Finishing Concrete Surfaces: Any minor repairs due to fins, bulges, offsets and irregular projections shall be performed immediately following the removal of forms. For areas of newly placed concrete that are honeycombed or segregated the Contractor shall provide a written corrective procedure for review by the Engineer prior to the work being performed. Construction and expansion joints in the completed work shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

The cavities produced by form ties and all other holes, broken corners or edges, and other defects shall be cleaned, saturated with water, pointed and trued with a mortar conforming to M.11.04. Cement similar in color to the exposed surface being repaired shall be added to the mortar. Mortar used in pointing shall be used within 1 hour of mixing. The concrete shall be finished as defined below if required and the cure continued as previously specified in 6.01.03-II-9, Curing Concrete.

Finishing work shall not interrupt the curing period unless permitted by the Engineer. The curing period may be extended to provide the minimum total number of days required.

Concrete surface finishes shall be classified as follows:

(a) Float Finish: This finish shall be achieved by placing an excess of material in the form and removing or striking off of such excess forcing the coarse aggregate below the mortar surface. Concave surfaces in which water will be retained will not be allowed. After the concrete has been struck off, the surface shall be thoroughly worked and floated. Before this last finish has set, the surface shall be lightly stripped with a fine brush to remove the surface cement film, leaving a fine-grained, smooth, but sanded texture. Curing, as specified elsewhere, shall follow. Any surfaces that will support appurtenances such as light standards, railing, or fences shall be finished in accordance with 6.01.03-II-8, Bearing Surfaces.

(b) Rubbed Finish: The initial rubbing shall only be allowed within 3 days after placement. The entire surface shall be thoroughly wet with a brush and rubbed with a No. 16 Carborundum Stone or an abrasive of equal quality, bringing the surface to a paste. The rubbing shall be continued sufficiently to remove all form marks and projections, producing a smooth, dense surface without pits or irregularities. The paste formed by the rubbing may be finished by stripping with a clean brush, or it may be spread uniformly over the surface and allowed to re-set. If all or portions of the rubbed surface are unacceptable to the Engineer or a rubbed finish is not provided within 3 days after removal of forms, the Contractor will be directed to provide a grout clean down finish.

(c) Grout Clean-Down Finish: As soon as all cavities have been filled as required elsewhere and the cement mortar has set sufficiently, grout clean-down shall be performed. All burrs, unevenness, laitance, including that in air holes, and any other material which will adversely affect the bond of the grout to the concrete, shall be removed by acceptable methods. This cleaning shall be done from the top or uppermost part of the surface to be finished to the bottom.

A mixture of a fine aggregate and Portland cement shall be thoroughly blended while dry. The proportions shall be such that when mixed with the proper amount of water, the color will match that of the concrete to be finished. Water shall be added to this mixture in an amount which will bring the grout to a workable thick paint-like consistency.

The surface to be treated shall be thoroughly wetted with a sufficient amount of water to prevent the absorption of water from the grout. Grout shall then be applied to the wetted surface before setting of the grout occurs. Grout which has set shall not be re-tempered and shall be disposed of by the Contractor at no cost to the State.

The grout shall be uniformly applied over the entire surface, completely filling all air bubbles and holes. Immediately after applying the grout, the surface shall be floated with a suitable float, scouring the surface vigorously. While the grout is still plastic, all excess grout shall be removed.

After the final rubbing is completed and the surface has dried, it shall be rubbed to remove loose powder and shall be left free from all unsound patches, paste, powder, and objectionable marks. Wetting, application and removal of excess grout shall be completed in 1 work shift.

All finished surfaces shall be cured for a minimum of 24 hours. Horizontal surfaces shall have a float finish and vertical exposed surfaces shall have a rubbed finish. A grout clean down finish may be substituted for a rubbed finish as noted in this section or as directed by the Engineer.

11. Mortar, Grout, Epoxy and Joint Seal:

(a) Mortar and Grout: This work consists of the making and placing of mortar and grout. At least 48 hours prior to the planned use, a copy of the installation instructions and MSDS sheets shall be provided to the Engineer for review and concurrence of their applicability and for verification of proper hole sizes in concrete structures. Such uses include mortar for filling under masonry plates, mortar used to fill voids and repair surface defects, grout used to fill sleeves for anchor bolts, and mortar and grout for other such uses where required or approved.

Concrete areas to be in contact with the mortar or grout shall be cleaned of all loose or foreign material that would in any way prevent bond, and the concrete surfaces shall be flushed with water and allowed to dry until no free-standing water is present.

The mortar or grout shall completely fill and shall be tightly packed into recesses and holes, on surfaces, under structural members, and at other locations specified. After placing, all surfaces of mortar or grout shall be cured as previously specified in 6.01.03-II-9(a)-2, for a period of not less than 3 days.

(b) Epoxy: The epoxy shall be prepared and placed in accordance with the manufacturer's directions and with the equipment prescribed by the manufacturer. Instructions furnished by the supplier for the safe storage, mixing, handling and application of the epoxy shall be followed. Contents of damaged or previously opened containers shall not be used.

(c) Joint Seal: This work consists of sealing joints where shown on the plans or as otherwise directed by the Engineer.

Before placement of the sealing material, the joints shall be thoroughly cleaned of all scale, loose concrete, dirt, dust or other foreign matter. Projections of concrete into the joint space shall be removed. The joint shall be clean and dry before the sealing compound is applied.

The joint sealant shall be prepared and placed in accordance with the manufacturer's directions and with the equipment prescribed by the manufacturer. The sealing compound shall be flush with, or not more than 1/8 inch above the adjacent surface of concrete, cutting off all excess compounds after the application. The joints shall be sealed in a neat and workmanlike manner and when the work is completed, the joints shall effectively seal against infiltration of moisture and water.

The Contractor shall arrange for, and have present at the commencement of the joint-sealing operation, a technically competent manufacturer’s representative knowledgeable in the methods of installation of the sealant. The Contractor shall also arrange to have the representative present at such other times as the Engineer may request.

(d) Closed Cell Elastomer: The closed cell elastomer shall be of the thickness specified and installed as shown on the plans and shall be in accordance with M.03.08-6.

12. Application of Loads: Loads shall not be applied to concrete structures until the concrete has attained sufficient strength and, when applicable, sufficient pre-stressing and post tensioning has been completed, so that damage will not occur. The means to determine when the concrete has attained sufficient strength shall be the use of Progression cylinders as defined elsewhere in this specification, or other means approved in advance by the Engineer.

(a) Earth Loads: The placement of backfill shall not begin until the concrete is cured and has reached at least 80% of its specified strength unless otherwise permitted by the Engineer.

The sequence of placing backfill around structures shall minimize overturning or sliding forces and flexural stresses in the concrete.

(b) Construction Loads: Light materials and equipment may be hand carried onto bridge decks only after the concrete has been in place at least 24 hours providing curing is not interfered with and the surface texture is not damaged.

Prior to the concrete achieving its specified compressive strength, any other live or dead loads imposed on existing, new, or partially completed portions of structures, shall not exceed the reduced load carrying capacity of the structure, or portion of structure. The Contractor may be required to submit calculations to the Engineer that verify these requirements are being met. The compressive strength of concrete (f' c) to be used in computing the load-carrying capacity shall be the smaller of the actual field compressive strength at the time of loading or the specified design strength of the concrete. The means to determine the actual field compressive strength shall be approved by the Engineer.

For post-tensioned structures, no live or dead loads shall be allowed on any span until the steel for that span has been tensioned.

(c) Precast concrete or steel girders shall not be placed on substructure elements until the substructure concrete has attained 85% of its specified strength.

No load shall be allowed on mortar or grout that has been in place less than 72 hours.

(d) Traffic Loads: The concrete deck will not be opened to traffic until at least 14 days after the last placement of deck concrete and until such concrete has attained its specified strength.

13. Dispute Resolution: The basis of any dispute resolution is side-by-side and quality control testing by the Contractor or the Contractor's representative. The Contractor and Engineer should perform independent testing on the material to reasonably establish the true characteristics of the material at the time of delivery. Absent of Contractor QC testing, the Engineer's test results will apply to the quantity of concrete represented by the sample, not to exceed 75 c.y.

Air Content: Contractor QC Testing must be performed by personnel qualified by The American Concrete Institute as an ACI Concrete Field Testing Technician Grade 1 or higher and performed in accordance with AASHTO T-23. If the Contractor's test results vary from those of the Engineer, the Contractor shall immediately notify the Engineer of the difference and work cooperatively to determine the reasonable cause and recognize the valid test. Should there be agreement, the result of the valid test will be used for acceptance and adjustment purposes for that lot of material. Should there not be an agreement as to the valid test, an additional set of tests should be performed. Results of all valid tests on the same lot may be averaged and used for acceptance and adjustment purposes. Should the Contractor wish to perform additional QC testing on subsequent material, the lot sizes may be adjusted to the amount of material included in that specific delivery. Any such QC testing must be witnessed and agreed to by the Engineer.

Compressive Strength: Contractor QC testing for compressive strength must be performed in accordance with AASHTO T-22 by personnel approved by the Engineer. Samples used to dispute the Engineer's test results must be made simultaneously and from the same batch of concrete. Should the Contractor wish to pursue a dispute resolution with regard to compressive strength, the Contractor shall submit in writing to the Engineer all test results, control charts, or other documentation that may be useful in determining if the specific lot(s) of material met the Contract specifications. The Engineer will consider the submittal and may average specific test results on the disputed lot(s) for acceptance and adjustment purposes. Destructive testing of any

kind on the placed concrete structure will not be allowed.

III. Additional Requirements for Surface Repairs and Structural Repairs

1. Work Area Access and Shielding: Prior to removal of existing concrete, the Contractor shall provide access to the anticipated work areas so that the inspector and the Contractor may together determine and delineate the exact limits and locations of the work.

The Contractor shall design, furnish, install and remove a shield(s) to prevent debris from entering areas adjacent or beneath the work. The Contractor shall submit working drawings to the Engineer in accordance with 1.05.02. The shield(s) shall be maintained by the Contractor and remain in place during all phases of the repair work.

2. Concrete Removal: The perimeter of each area to be repaired shall be saw cut as shown on the plans. All concrete within that area shall be removed to at least 1 inch beneath any visible reinforcing steel and to sound concrete. The reinforcing steel shall not be damaged or its bond in the surrounding concrete. The Contractor must use fifteen (15) pound hammers or other methods accepted by the Engineer.

In addition to removal of concrete to a depth of 1 inch below reinforcing steel, localized areas of removal may be required if embedded galvanic anodes are specified in the Contract, to allow a minimum of 2 inches of concrete cover over the anodes.

Any steel reinforcing scheduled to be left in place that is damaged during the concrete removal process shall be replaced in accordance with 6.02 to the satisfaction of the Engineer and at the expense of the Contractor.

Corroded, missing, or broken reinforcing steel shall be replaced in accordance with 6.02 and as shown on the plans or as directed by the Engineer.

The Contractor shall perform the work in a manner that prevents debris from entering roadway lanes or areas below the structure. All debris shall be removed from the Site and disposed of by the Contractor.

3. Surface Preparation: All newly exposed surfaces of concrete shall be sandblasted and be visibly free from oil, solvent, grease, loose particles, or any other foreign matter. Exposed reinforcing steel shall be sandblasted in accordance with SSPC-SP-6, Commercial Blast Cleaning, to remove all contaminants, rust and rust scale.

4. Installation of Embedded Galvanic Anodes: After sandblasting reinforcing steel, galvanic anodes shall be embedded where shown on the plans and in accordance with the Contract.

5. Welded Wire Fabric in Vertical and Overhead Surface Repairs: Prior to installing formwork, steel welded wire fabric meeting the requirements of M.06.01-3 shall be installed at the proper depth in those areas as shown on the plans or directed by the Engineer. The fabric shall be tied to exposed reinforcing steel or anchored to sound concrete using means approved by the Engineer.

6. Formwork: Forms and support systems shall be designed in accordance with 6.01.03-II-1. Forms shall be so designed so that access is from the top of the formwork. If access is not possible from the top of the formwork, the Contractor shall submit a method of concrete placement for review by the Engineer.

7. Concrete Placement and Curing: Bonding compounds shall not be used before or during the placement of the concrete. Exposed surfaces shall be wetted with water immediately prior to placement. There shall be no excessive water on the surface or in the formwork. Light rust on sandblasted reinforcing steel can be anticipated and is acceptable.

The temperature of the air and surface to be repaired at the time of placement and curing shall be a minimum of 45°F. Concrete shall be placed and consolidated immediately with appropriate vibratory equipment.

Forms shall be kept moist and shall be left in place for a minimum of 7 days or as shown on the plans.

8. Form Removal and Sequence of Repair: Form removal shall be in accordance with 6.01.03-II-1(m) unless otherwise noted on the plans. The Contractor shall follow the sequence of repairs shown on the plans.

9. Finishing: Immediately following curing and form stripping, the exposed faces shall be finished in accordance with Subarticle 6.01.03-II-10(c) Grout Clean-Down Finish.

10. Sounding of Completed Repairs: Cured and finished areas may be sounded by the Engineer to detect the presence of subsurface voids or delamination. Such areas shall be removed and replaced by the Contractor at its expense until an acceptable repair is in place as determined by the Engineer.

11. Sealing Concrete Surfaces: After all repairs have been accepted, penetrating sealer shall be applied in accordance with the Contract to the repaired areas as well as all contiguous areas to the repair or as directed by the Engineer.

6.01.04—Method of Measurement: This work will be measured for payment as follows:

1. Concrete used for new construction: The quantity of concrete used for new construction will be the actual volume in cubic yards of the specified class, with the exception of underwater concrete, completed and accepted within the neat lines as shown on the plans or as ordered by the Engineer. Parapets will be measured for payment by the number of linear feet of parapet, completed and accepted. The length of parapet will be measured along the centerline of the top of the parapet.

When concrete is placed against bedrock, a maximum of 6 additional inches beyond the neat lines can be measured for payment.

No deduction will be made for panels, form liners, reinforcing bars, structural steel shapes or for pile heads. There will be no deduction made for the volume occupied by culvert and drainage pipes, scuppers, weep holes, public utility structures or any other opening, unless the surface area of any such single opening is 9 s.f. or more.

In the case of culverts or drainage pipes, the computation of the surface area will be based on the nominal diameter of the pipe, disregarding the thickness of the shell.

Miscellaneous materials necessary for completion of the work such as felt, mortar, grout, epoxy and joint seal will not be measured for payment.

Incidental work such as forming for anchor bolts, utilities, keyways, and sampling and testing will not be measured for payment.

The work to produce and administer the Concrete Quality Control Plan (CQCP) will not be measured for payment.

2. Underwater Concrete: When underwater concrete is used, it will be measured by the volume in cubic yards within the actual horizontal limits of the cofferdam and between the elevations established by the Engineer.

3. Concrete used for Surface or Structural Repairs: The quantity of concrete used for surface repairs or structural repairs will be the actual volume completed and accepted. Welded wire fabric used in repair areas will not be measured for payment.

4. Joint Filler: This material will be measured by the area in square feet of the joint filler, of the type and thickness specified, installed and accepted.

5. Closed Cell Elastomer: This material will be measured by the volume in cubic inches of elastomer, of the thickness specified, installed and accepted.

6.01.05—Basis of Payment: Payment for this work will be made as follows:

1. Concrete: Progress payments may be allowed for completed major labor elements of work such as forming, placing and curing. Prior to placement, the Contractor shall submit a proposed schedule of values for review and approval by the Engineer.

Payment for any lot of concrete allowed to remain in place will be adjusted when the field and laboratory testing of the material is completed. The quantity of concrete in each lot for new construction will be a maximum of 75 c.y. Payment for each lot of concrete will be adjusted based on the results of the acceptance testing performed by the Engineer.

The pay factors listed in Table 6.01.05-1 apply for Standard and Modified Standard Mix classes with regard to entrained air content.

Table 6.01.05-1 Entrained Air Content Pay Factors

Specified Entrained air (%)*				**Pay factor (%)**
6.0 +/- 1.5%		7.5 +/- 1.5%		1.00 (100)
4.3 and 4.4	7.6 and 7.7	5.8 and 5.9	9.1 and 9.2	0.98 (98)
4.1 and 4.2	7.8 and 7.9	5.6 and 5.7	9.3 and 9.4	0.96 (96)
3.9 and 4.0	8.0and 8.1	5.4 and 5.5	9.5 and 9.6	0.94 (94)
3.7 and 3.8	8.2 and 8.3	5.2 and 5.3	9.7 and 9.8	0.92 (92)
3.5 and 3.6	8.4 and 8.5	5.0 and 5.1	9.9 and 10.0	0.90 (90)
Concrete lots with less than 3.5% or greater than 8.5% entrained air will be rejected.		Concrete lots with less than 5.0% or greater than 10% entrained air will be rejected.		
***Air content measured at time and point of placement**				

The pay factors listed in Table 6.01.05-2a apply for Standard and Modified Standard Mix classes with regard to compressive strength.

Table 6.01.05-2a Compressive Strength Pay Factors

Compressive Strength (%)	**Pay factor (%)**
95 or greater	1.00 (100)
90 to 94.9	0.95 (95)
85 to 89.9	0.90 (90)
*Measured at 28 days	
Concrete lots with less than 85% specified strength will be rejected.	

The pay factors listed in Table 6.01.05-2b apply for Standard and Modified Standard Mix classes with regard to surface resistivity when specified in accordance with AASHTO T 358 using 4 inch × 8-inch cylinders.

Table 6.01.05-2b Permeability Pay Factors

Surface Resistivity (kΩ-cm)*	**Pay factor (%)**
29 or greater	1 (100)
25 to 28.9	0.85 (85)
21 to 24.9	0.75 (75)
***Measured at 56 days**	
Concrete lots with resistivity values less than 21 will be rejected.	

The payment adjustment value for entrained air, 28-day strength, and permeability if applicable, for any lot of concrete for new construction that is allowed to remain in-place is determined using the formulas listed in Table 6.01.05-3a. An Index Price of $400.00 per c.y. will be used to calculate each adjustment, except for Parapet Concrete, for which an Index Price of $100 per l.f. will be used. The sum of the individual adjustment values will be deducted from the cubic yard or linear foot payment for the appropriate item.

Table 6.01.05-3a Payment Adjustment Formulas for New Construction

Adj (air) = (1 - air pay factor) × Index Price × lot size (c.y. or l.f.)
Adj (strength) = (1 - strength pay factor) × Index Price × lot size (c.y. or l.f.)
Adj (permeability) = (1 – permeability pay factor) × Index Price × lot size (c.y. or l.f.)
Total Adjustment = Adj (air) + Adj (strength) + Adj (permeability)

The payment adjustment value for entrained air and 28-day strength for any lot of repair concrete that is allowed to remain in-place is determined using the formulas listed in Table 6.01.05-3b. An index price of $200.00 per c.f. shall be used to calculate each adjustment. The total adjustment value will be the sum of each individual adjustment value and will be deducted from the cubic foot payment for the appropriate item.

Table 6.01.05-3b Payment Adjustment Formulas for Repair Concrete

Adj (air) = (1 - air pay factor) × $200/c.f. × lot size (c.f.)
Adj (strength) = (1 - strength pay factor) × $200/c.f. × lot size (c.f.)
Total Adj = Adj (air) + Adj (strength)

The Contractor shall request permission from the Engineer to remove and replace a lot(s) of concrete to avoid a negative payment adjustment. Any replacement material will be sampled, tested and evaluated in accordance with this specification.

No direct payment will be made for any labor, equipment or materials used during the sampling and testing of the concrete for Progression or Acceptance. The cost shall be considered as included in the general cost of the work or as stated elsewhere in the Contract. The work of transporting the concrete test specimens, after initial curing, for Acceptance testing will be performed by the Department without expense to the Contractor.

This material used for new construction will be paid for at the Contract unit price per cubic yard or linear foot less any adjustments, for the specified class, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, including Concrete Quality Control Plan, heating, all admixtures, joint sealer, roofing felt, and any miscellaneous materials such as metal flashing and metal used in expansion joints and bearings.

2. Underwater Concrete: When this class of concrete is used, it will be paid for at the Contract unit price per cubic yard for "Underwater Concrete," complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto.

3. Concrete Used For Structural Repairs or Surface Repairs: The material used for structural repairs or surface repairs will be paid for at the Contract unit price per cubic foot less any adjustments, complete in place, which price shall include saw cutting, removing concrete, sandblasting, cleaning, forming, placing, curing, stripping, and finishing new surfaces, and all materials, equipment, tools, labor and clean-up incidental thereto.

4. Joint Filler: Expansion joint filler will be paid for at the Contract unit price per square foot for "Joint Filler for Bridges" of the type and thickness specified, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto.

5. Closed Cell Elastomer: Closed cell elastomer will be paid for at the Contract unit price per cubic inch for “Closed Cell Elastomer” of the thickness specified, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto.

Embedded galvanic anodes, deformed steel bars, and penetrating sealer, will be paid for separately.

Pay Item	Pay Unit
Footing Concrete	c.y.
Footing Concrete (Mass)	c.y.
Abutment and Wall Concrete	c.y.
Abutment and Wall Concrete (Mass)	c.y.
Column and Cap Concrete	c.y.
Column and Cap Concrete (Mass)	c.y.
Bridge Deck Concrete	c.y.
Bridge Deck Concrete (SIP Forms)	c.y.
Parapet Concrete	l.f.
Bridge Sidewalk Concrete	c.y.
Approach Slab Concrete	c.y.
Barrier Wall Concrete	c.y.
Underwater Concrete	c.y.
Surface Repair Concrete	c.f.
Structural Repair Concrete	c.f.
Class PCCXXXYZ Concrete	c.y.
(Thickness and Type) Joint Filler for Bridges	s.f.
(Thickness) Closed Cell Elastomer	c.i.

SECTION 10.00 - GENERAL CLAUSES FOR HIGHWAY ILLUMINATION AND TRAFFIC SIGNAL PROJECTS

Article 10.00.03 – Plans:
In the first paragraph, replace the 2nd, 3rd, and 4th sentences with the following:

> The Contractor shall digitally mark, in red, any changes on the plan(s) using a pdf program.
>
> The Contractor shall submit the digital pdf file(s) to the Engineer and to hweissberg@meridenct.gov, for Traffic Signals, prior to requesting the Functional Inspection.
>
> Also prior to requesting the Functional Inspection, the Contractor shall deliver to the Engineer the following:

In the first paragraph, last sentence, in item no. 1, replace "Four (4)" with "Digital PDF Files and Five (5)" [paper prints of schematics and wiring diagrams…].

Article 10.00.10 Section 3. Functional Inspection, first paragraph after the 2nd sentence: Add the following:

The Contractor shall have a bucket truck with crew on site during the Functional Inspection to make any necessary aerial signal adjustments as directed by the Engineer.

Article 10.00.12 - Negotiations with utility company: Add the following:

The Contractor shall give notice to utility companies a minimum of 30 days prior to required work or services to the utility company. Refer to Section 1.07 – Legal Relations and Responsibilities for the list of utility companies and representatives the contractor shall use.

The Contractor shall perform all work in conformance with Rules and Regulations of Public Utility Regulatory Authority (PURA) concerning Traffic Signals attached to Public Service Company Poles. The Contractor is cautioned that there may be energized wires in the vicinity of the specified installations. In addition to ensuring compliance with NESC and OSHA regulations, the Contractor and/or its Sub-Contractors shall coordinate with the appropriate utility company for securing/protecting the site during the installation of traffic signal mast arms, span poles or illumination poles.

When a span is attached to a utility pole, the Contractor shall ensure the anchor is in line with the proposed traffic signal span wire. More than 5 degree deviation will lower the holding strength and is not allowed. The Contractor shall provide any necessary assistance required by the utility company, and ensure the anchor and guy have been installed and properly tensioned prior to attaching the span wire to the utility pole.

SECTION M.03 - PORTLAND CEMENT CONCRETE

Replace Section M.03 in its entirety with the following:

M.03.01—Component Materials

1. **Coarse Aggregate:** Coarse aggregate shall meet the requirements of M.01.
2. **Fine Aggregate:** Fine aggregate shall meet the requirements of M.01.
3. **Cement:**

(a) Portland: Types I, II, and III Portland cement shall meet the requirements of AASHTO M 85. Type I and Type III Portland cement shall be used only when required or expressly permitted by the Project specification or the Engineer. The use of Type I or III will require that these mixtures be submitted as Non-standard Mix Designs. All cement shall be provided by a mill participating in the Departments' Cement Certification program. The requirements of the Certification Program are detailed in the Departments' Quality Assurance Program for Materials.

(b) Pre-Blended Cements: Binary or Ternary cements consisting of Portland Cement and supplemental cementitious materials may be used provided that all the requirements of M.03.01- 3(a) and -3(c) are met.

(c) Replacement Materials: Unless already approved as a Standard Mix Design, any Contractor proposed Mix Designs with partial replacement of Portland Cement (PC) with fly ash or ground granulated blast furnace slag (GGBFS), shall be submitted in writing to the Engineer for approval prior to the start of work, on a project-by-project basis. The type of material, source, and the percentage of the PC replaced shall be clearly indicated. Upon request, a Certified Test Report for the cement replacement material shall be provided to the Engineer for use during the Mix Design review.

1. Fly Ash: Fly ash to be used as a partial replacement for Portland cement shall meet the requirements of AASHTO M 295, either Class C or Class F, including the uniformity requirements of Table 2A. Loss on Ignition for either class of fly ash shall not exceed 4.0%. Fly ash may be used to replace up to a maximum of 20% of the required Portland cement for mixes without permeability requirements. For mixes with permeability requirements, the maximum of 20% may be exceeded. The fly ash shall be substituted on a weight basis, with a minimum of 1 lb. of fly ash for 1 lb. of Portland cement. Different classes of fly ash or the same class from different sources shall not be permitted on any single project without the written approval of the Engineer.

2. Ground Granulated Blast Furnace Slag (GGBFS): GGBFS used as a partial replacement for Portland cement shall meet the requirements of AASHTO M 302/ASTM C989, Grade 100 or 120. As determined by the Engineer, GGBFS may be used to replace a maximum of 30% of the required Portland cement for mixes without permeability requirements. For mixes with permeability requirements, the maximum of 30% may be exceeded. The Engineer may restrict or prohibit the use of GGBFS if ambient temperatures anticipated during the placement and initial curing of the concrete are low. The GGBFS shall be substituted on a weight basis, with a minimum of 1 lb. of slag for 1 lb. of Portland cement. Different sources of GGBFS shall not be permitted on any single project without the written approval of the Engineer.

4. Water: All water used in the mixing of concrete shall be odorless and clear in appearance. Surface water may be used if not taken from shallow or muddy sources; classified as Class C or Class D on the Department of Energy and Environmental Protection (DEEP) Water Quality Classification mapping; and accommodations have been made to prevent contaminants from entering the supply to the satisfaction of the Engineer. The Engineer may request that water from any surface or ground source be tested in accordance with AASHTO T26 and AASHTO D512 if the appearance or scent of the water is suspect. To be acceptable, the pH of the water must not be less than 6.0 or greater than 8.0 and Chloride Ion Concentration of the water must not exceed 250ppm. Potable water taken directly from a municipal or regional water supply may be used for mixing concrete without testing. Heating or cooling of water may be required to meet mix temperature requirements at time of placement.

5. Admixtures: All admixtures shall perform their function without injurious effects upon the concrete. If requested by the TDC, the Contractor shall present a certified statement from a recognized laboratory attesting to this requirement. A "recognized" laboratory is any cement and concrete laboratory approved and inspected regularly by the Cement and Concrete Reference Laboratory (CCRL). The statement shall contain results of compression tests of cylinder specimens made with concrete utilizing the admixture(s) in proportions equal to those proposed by the Contractor. The results of at least 5 standard 6 inch x 12 inch cylinders of each mix design shall be listed with the results of at least 5 like-sized cylinders not utilizing the admixture(s). Specimens must be made and cured in the laboratory in accordance with AASHTO T 126 and will be tested in accordance with AASHTO T 22.

(a) Air-Entraining Admixtures: In the event that air entrained concrete is required, an admixture meeting the requirements of AASHTO M 154 may be used. Tests for 7 and 28-day compressive and flexural strengths and resistance to freezing and thawing are required whereas tests for bleeding, bond strength and volume change will not be required.

(b) Other Chemical Admixtures: In the event that concrete properties are specified that require the use of additional admixtures, or the Contractor proposes the use of additional admixtures to facilitate placement, the admixtures shall meet the requirements of AASHTO M194M/M, including the 1 year performance data.

M.03.02—Mix Design Requirements

1. Standard ConnDOT Mix Designs: Standard Mix Designs shall be designed in accordance with applicable sections of ACI 211 and ACI 318. The mixtures shall consist of Portland cement, fine aggregate, coarse aggregate, admixtures, and water proportioned in accordance with Table M.03.02-1. The mixtures shall also be designed to obtain the plastic properties of Portland cement concrete as specified in Table 6.01.03-2.

Table M.03.02-1 Standard Portland Cement Concrete Mixes

Class[1]	**Max. Water/Cement[2] ratio**	**Min. Cement[2] Content - lb./c.y.**	**Air Content %**	**Electrical Resistivity (Permeability) kΩ-cm AASHTO T 358**
PCC0223Z	0.69	455	6 +/- 1.5	NA
PCC0334Z	0.48	615		NA
PCC0336Z	0.50	564		NA
PCC0354Z	0.49	615		NA
PCC0446Z	0.44	658		NA
PCC04462	0.42			29 minimum
PCC0556Z	0.40			NA
PCC05562	0.40			29 minimum
PCCXXX81[3]	0.46		7.5 +/- 1.5	15 maximum
PCCXXX82	0.40			29 minimum

[1] PCCXXYZ where:
PCC = Portland Cement Concrete
XXX = 28-day minimum compressive strength (psi/100)
Y = Nominal Maximum Aggregate Size (U.S. Sieve No. Designation)
Z = Exposure Factor (See Table M.03.02-1a)

[2] Portland Cement may be partially replaced within a Standard Mix Design by other approved cementitious material meeting the requirements of M.03.01-3(c) if permitted by the Engineer.

[3] When this class is paid for in a surface or structural repair concrete item, the plastic properties necessary for confined placement to ensure appropriate workability for consolidation within the forms shall be noted on the delivery ticket by the concrete supplier.

Table M.03.02-1a Exposure Factor per Application

Exposure		Application
0	Benign	Elements not exposed to weather (buried, enclosed)
1	Moderate	Elements not in contact with salt water or deicing chemicals
2	Severe	Elements in contact with salt water, deicing chemicals, flowing/standing water

Mix designs shall indicate the dosage of admixtures anticipated to provide plastic properties required in the Project specification. Plastic properties of standard mix classes of concrete in the plastic state are listed in Table 6.01.03-2.

Standard Mix Designs are required to be designed and submitted by the concrete producers, and are approved by the Department on a standing basis. Submittal or re-approval of these Standard Mix Designs on an annual basis is not required. Previously approved producer-designed Standard Mixes that have a record of satisfactory performance may be utilized on Department projects unless there is a change in the gravimetric properties or the sources of any materials. Revisions to the Standard Mix Designs, which include changes in component sources, can be submitted at any time to the TDC, but must be approved prior to use on Department projects.

2. Non-Standard CTDOT Mix Designs: Any proposed Mix Designs that do not comply with Table M.03.02-1 are required to be submitted 15 days prior to use on a project-by-project basis and be approved by the TDC prior to use. The use of an approved admixture with an otherwise approved Standard Mix Design is not considered non-standard.

All Non-standard Mix Designs used for load-bearing structures shall contain a minimum of 658 lb./c.y. of cementitious materials.

Concrete used in applications such as flowable fill or controlled low-strength material may be designed with less than 658 lb./c.y. of cementitious materials.

M.03.03—Producer Equipment and Production Requirements

1. General Requirements: The source of the concrete must be approved by the Engineer prior to use on Department projects. Specifically the location and capacity of the central mix or dry batch plant, and complement of truck mixers/haulers, shall be adequate for continuous placement of concrete on a typical Department project. Approval may be revoked at any time in accordance with 1.06.01.

(a) Inspection: The production facility supplying hydraulic cement concrete shall have a current Certification of Ready Mixed Concrete Production Facilities from the National Ready Mixed Concrete Association (NRMCA), or equivalent certification approved by the Engineer.

(b) In addition to the requirements of approved third party certification, the facility shall produce batch tickets that meet the requirements of 6.01.03-3(a).

(c) Quality Control: The Contractor is responsible for all aspects of Quality Control (QC). As determined by the Engineer, should material delivered to a project not meet specification, the Contractor may be required to submit to the Engineer a corrective procedure for approval within 3 calendar days. The procedure shall address any minor adjustments or corrections made to the equipment or procedures at the facility.

(d) Suspension: As determined by the Engineer, repeated or frequent delivery of deficient material to a Department project may be grounds for suspension of that source of material. A detailed QC plan that describes all QC policies and procedures for that facility may be

required to formally address quality issues. This plan must be approved by the Engineer and fully implemented, prior to reinstatement of that facility.

2. Hand Mixed Concrete: Hand mixing shall be permitted only with the permission of the Engineer. Hand mixed batches shall not exceed 1/2 c.y. in volume. Hand mixing will not be permitted for concrete to be placed under water.

M.03.04—Curing Materials

1. Water: Any water source deemed acceptable by the Engineer for mixing concrete may be used to provide water for curing purposes. Surface water may be used if classified as Class C or Class D on the Department of Energy and Environmental Protection (DEEP) Water Quality Classification mapping and accommodations have been made to prevent contaminants from entering the supply to the satisfaction of the Engineer. In general, water shall not be taken from shallow or muddy sources. In cases where sources of supply are relatively shallow, the intake pipe shall be enclosed to exclude silt, mud, grass, etc.; and the water in the enclosure shall be maintained at a depth of not less than 2 feet under the intake pipe.

2. Mats: Mats for curing concrete shall be capable of maintaining moisture uniformly on the surface of the concrete. The mats shall not contain any materials such as dyes, sugar, etc., that may be injurious to the concrete.

The length or width of the mats shall be sufficient to cover all concrete surfaces being cured. Should more than one mat be required, sufficient overlap shall be provided by the Contractor as determined by the Engineer.

3. Liquid Membrane-Forming Compound: Liquid membrane-forming compound shall meet the requirements of AASHTO M 148 Type 2, Class B, or shall be a water-soluble linseed oil-based compound meeting the requirements of AASHTO M 148, Type 2.

4. White Polyethylene Sheeting (Film): White polyethylene sheeting (film) shall meet the requirements of AASHTO M 171.

M.03.05—Non Shrink, Non Staining Grout

1. Bagged (pre-mixed): Bagged (pre-mixed) formulations of non-shrink grout shall meet the requirements of ASTM C1107. The grout shall be mixed with potable water for use. The grout shall be mixed to a flowable consistency as determined by ASTM C230. All bagged material shall be clearly marked with the manufacturer's name, date of production, batch number, and written instructions for proper mixing, placement and curing of the product.

2. Bulk: The Contractor may formulate and design a grout mix for use on the Project in lieu of using a pre-bagged product. The Contractor shall obtain prior written approval of the Engineer for any such proposed Mix Design. Any such Mix Design shall include the proportions of hydraulic cement, potable water, fine aggregates, expansive agent, and any other necessary additive or admixture. This material shall meet all of the same chemical and physical requirements as shall the pre-bagged grout, in accordance with ASTM C1107.

M.03.06—Expansive Cement for Anchoring

The premixed anchoring cement shall be non-metallic, concrete gray in color and prepackaged. The mix shall consist of hydraulic cement, fine aggregate, expansive admixtures and water meeting the following requirements:

1. The anchoring cement shall have a minimum 24 hour compressive strength of 2,600 psi when tested in accordance with ASTM C109.

2. The water content of the anchoring cement shall be as recommended by the manufacturer. Water shall meet the requirements of M.03.01-4.

The Contractor shall provide a Certified Test Report and Materials Certificate for the premixed anchoring cement in accordance with 1.06.07. The Contractor shall also provide, when requested by the Engineer, samples of the premixed anchoring cement for testing and approval.

M.03.07—Chemical Anchors

Chemical anchor material must be listed on the Departments' Qualified Products List and approved by the Engineer for the specified use.

The chemical anchor material shall be epoxy or polyester polymer resin. It shall not contain any metals or other products that promote corrosion of steel. The Contractor shall supply the Engineer with a Certified Test Report and Materials Certificate for the chemical anchor material in accordance with 1.06.07. When requested by the Engineer, the Contractor shall also provide samples of the chemical anchor material.

M.03.08—Joint Materials

1. Transverse Joints for Concrete Pavement: Transverse joints shall consist of corrosion resistant load transfer devices, poured joint seal and in addition, in the case of expansion joints, expansion joint filler all meeting the following requirements:

(a) The corrosion resistant load transfer device shall be coated steel or sleeved steel or be made of corrosion resistant material. The dimensions of any devices used shall be as shown on the plans, exclusive of any coating or sleeving. Core material of coated or sleeved metallic devices shall be steel meeting the requirements of AASHTO M 255M/M 255 Grade 520, or steel having equal or better properties and approved by the Engineer. Nonmetallic devices shall meet the various strength requirements applicable to metallic devices as well as all other requirements stated herein.

(b) All coated load transfer devices shall meet the requirements of AASHTO M 254. Uncoated or sleeved load transfer devices shall meet the applicable physical requirements of AASHTO M 254. The use of field applied bond breakers will not be permitted.

(c) The basis of acceptance for corrosion resistant load transfer devices shall be the submission by the Contractor of a minimum of 2 samples accompanied by Certified Test Reports meeting the requirements of 1.06.07 demonstrating that the load transfer device meets the requirements of AASHTO M 254 for the type of device supplied. The Engineer reserves the right to reject any load transfer device deemed unsatisfactory for use.

2. Joint Filler for Concrete Curbing: Expansion joint filler shall be either preformed expansion joint filler or wood joint filler as indicated on the plans and shall meet the following requirements:

(a) Preformed expansion joint filler shall be the bituminous cellular type and shall meet the requirements of AASHTO M 213.

(b) Boards for wood joint filler shall have 2 planed sides and shall be redwood, cypress or white pine. Redwood and cypress boards shall be of sound heartwood. White pine boards shall be of sound sapwood. Occasional small, sound knots and medium surface checks will be permitted provided the board is free of any defects that will impair its usefulness for the purpose intended. The joint filler may be composed of more than one length of board in the length of the joint, but no board of a length less than 6 feet shall be used; and the

separate boards shall be held securely to form a straight joint. Boards composed of pieces that are jointed and glued shall be considered as one board.

(c) Dimensions shall be as specified or shown on the plans; and tolerances of plus 1/16 inch thickness, plus 1/8 inch depth and plus 1/4 inch length will be permitted.

(d) All wood joint filler boards shall be given a preservative treatment by brushing with creosote oil meeting the requirements of AASHTO M 133. After treatment, the boards shall be stacked in piles, each layer separated from the next by spacers at least 1/4 inch thick; and the boards shall not be used until 24 hours after treatment. Prior to concreting, all exposed surfaces of the wood filler shall be given a light brush coating of form oil.

(e) Testing of board expansion joint filler shall be in accordance with pertinent sections of AASHTO T 42.

3. Longitudinal Joint Devices: The metal used in the fabrication of longitudinal joint devices shall meet ASTM requirements for each type of metal used. The dimensions shall be as shown on the plans.

4. Expansion Joint Fillers for Bridges and Bridge Bearings:

(a) Preformed expansion joint filler for bridges shall meet the requirements of AASHTO M 153, Type I or
Type II.

(b) Pre-molded expansion joint filler for bridge bearings shall meet the requirements of AASHTO M 33.

5. Joint Sealants:

(a) Joint Sealer for Pavement: The joint sealer for pavement shall be a rubber compound of the hot-poured type and shall meet the requirements of AASHTO M 324 Type II unless otherwise noted on the plans or in the special provisions.

(b) Joint Sealer for Structures: Structure joint sealers shall be one of the following type sealants:

1. Where "Joint Seal" is specified on the plans, it shall meet the requirements of the Federal Specifications SS-S-200-E (Self-leveling type), TT-S-0227E (COM-NBS) Type II-Class A (Non-sag type), or 1 component polyurethane-base elastomeric sealants conforming to FS TT-S-00230C Type II-Class A or an approved equal.

   A Certified Test Report will be required in accordance with 1.06.07, certifying that the sealant meets the requirements set forth in the Federal Specification. Should the consignee noted on a Certified Test Report be other than the Prime Contractor, a Materials Certificate shall be required to identify the shipment.
2. Where "Silicone Joint Sealant" is specified on the plans, it shall be one of the following or an approved equal:
   i. Sealant, manufactured by the Dow Corning Corporation, Midland, Michigan 48686-0994
   ii. Dow Corning 888 Silicone Joint Sealant or
   iii. Dow Corning 888-SL Self-Leveling Silicone Joint 48686-0994

6. Closed Cell Elastomer: The closed cell elastomer shall meet the requirements of ASTM D1056, Grade RE-41 B2. The elastomer shall have a pressure-sensitive adhesive backing on one side.

The Contractor shall deliver the closed cell elastomer to the job site a minimum of 30 days prior to installation. Prior to the delivery of the closed cell elastomer, the Contractor shall notify the Engineer of the date of shipment and the expected date of delivery. Upon delivery of the closed cell elastomer to the job site, the Contractor shall immediately notify the Engineer.

Each separate length, roll or container shall be clearly tagged or marked with the manufacturer's name, trademark and lot number. A lot is defined as that amount of closed cell elastomer manufactured at 1 time from 1 batch of elastomer. A batch is defined as that amount of elastomer prepared and compounded at 1 time. The Contractor shall furnish a Certified Test Report in accordance with 1.06.07, confirming that the closed cell elastomer meets the requirements set forth in these specifications. Should the co-signee noted on a Certified Test Report be other than the Prime Contractor, a Materials Certificate shall be required to identify shipment.

The Contractor shall furnish a 1 foot length of closed cell elastomer in each lot for purposes of inspection and testing by the Engineer. The Engineer will cut a 1 foot sample from each lot and inspect the sample for conformance to size, and perform physical tests on the sample as deemed necessary.

The Engineer shall reject any lot or portion of a lot that does not meet the requirements stated herein. A rejected lot or portion of a lot may be resubmitted provided the Contractor has removed or corrected, in a manner acceptable to the Engineer, all non-conforming material.

M.03.09—Protective Compound/Sealers

The brand and type of material must be listed on the Department’s Qualified Products List and approved by the Engineer for the specified use.

M.03.10—Formwork

1. Stay-in-place Forms: Material for stay-in-place metal forms shall be made of zinc-coated (galvanized) steel sheet meeting ASTM Specification A653 (Structural Steel (SS) Grade 33 through 80). The minimum thickness shall be 20 gauge. Coating weight shall meet the requirements of ASTM A924, Class G235, and shall otherwise meet all requirements relevant to steel stay-in-place metal forms and the placing of concrete as specified herein and as noted in the Contract.

Form supports shall either be fabricated and meet the same material requirements as the forms, or be fabricated from structural steel meeting the requirements of ASTM A36 and shall be hot-dip galvanized in accordance with ASTM A123.

Lightweight filler material for forms shall be as recommended by the form manufacturer.

2. Temporary Forms and Falsework: Forms and Falsework shall be of wood, steel or other material approved by the Engineer. This approval does not relieve the Contractor from employing adequately sized materials of sufficient rigidity to prevent objectionable distortion of the formed concrete surfaces caused by pressure of the plastic concrete and other loads incidental to the construction operations.

SECTION M.04 - BITUMINOUS CONCRETE MATERIALS

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, Plant, and laboratory used to produce and test bituminous concrete must be qualified on an annual basis by the Engineer. AASHTO or ASTM Standards noted with an (M) have been modified and are detailed in Table M.04.03-5.

Aggregates from multiple sources of supply must not be blended or stored in the same stockpile.

1. Coarse Aggregate: All coarse aggregate shall meet the requirements listed in M.01.

2. Fine Aggregate: All fine aggregate shall meet the requirements listed in M.01.

3. **Mineral Filler:** Mineral filler shall conform to the requirements of AASHTO M 17.

4. Performance Graded (PG) Asphalt Binder:

(a) General:

i. PG asphalt binder shall be uniformly mixed and blended and be free of contaminants such as fuel oils and other solvents. Binder shall be properly heated and stored to prevent damage or separation.

ii. The binder shall meet the requirements of AASHTO M 332 and shall be graded or verified in accordance with AASHTO R 29. 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. 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 is accompanied by a statement certifying that the transport vehicle was inspected before loading was found acceptable for the material shipped and that the binder is free of contamination from any residual material, along with 2 copies of the bill of lading.

iv. The blending or combining of PG binders in 1 storage tank at the Plant from different suppliers, grades, or additive percentages is prohibited.

(b) 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) may supply PG binders to Department projects.

(c) Standard Performance Grade (PG) Binder:

i. Standard PG binder shall be defined as "Neat." Neat PG binders shall be free from modification with: fillers, extenders, reinforcing agents, adhesion promoters,

thermoplastic polymers, acid modification and other additives such as re-refined motor oil, and shall indicate such information on each bill of lading and Certified Test Report.

ii. The standard asphalt binder shall be PG 64S-22.

(d) Modified Performance Grade (PG) Binder: The modified asphalt binder shall be Performance Grade PG 64E-22 asphalt modified solely 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(δ) 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 332 (including Appendix X1) and AASHTO R 29.

(e) Warm Mix Additive or Technology:

i. The warm mix additive or technology must be listed on the North East Asphalt User Producer Group (NEAUPG) Qualified Warm Mix Asphalt (WMA) Technologies List at the time of bid, which may be accessed online at http://www.neaupg.uconn.edu.

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 332 and shall be graded or verified in accordance with AASHTO R 29 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.

5. Emulsified Asphalts:

(a) General:

i. The emulsified asphalt shall meet the requirements of AASHTO M 140(M) or AASHTO M 208 as applicable.

ii. The emulsified asphalts shall be free of contaminants such as fuel oils and other solvents.

iii. The blending at mixing Plants of emulsified asphalts from different suppliers is prohibited.

(b) Basis of Approval:

i. The request for approval of the source of supply shall list the location where the material is manufactured, the handling and storage methods, and certifications in accordance with AASHTO R 77. Only suppliers that have an approved "Quality Control Plan for Emulsified Asphalt" formatted in accordance with AASHTO R 77 and that submit monthly split samples per grade to the Engineer may supply emulsified asphalt to Department projects.

ii. Each shipment of emulsified asphalt delivered to the Project site shall be accompanied with the corresponding Certified Test Report listing Saybolt viscosity, residue by evaporation, penetration of residue, and weight per gallon at 77°F and Material Certificate.

iii. Anionic emulsified asphalts shall meet the requirements of AASHTO M-140. Materials used for tack coat shall not be diluted and meet grade RS-1 or RS-1h. When ambient

temperatures are 80°F and rising, grade SS-1 or SS-1h may be substituted if permitted by the Engineer.

iv. Cationic emulsified asphalt shall meet the requirements of AASHTO M-208. 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-1h may be substituted if permitted by the Engineer.

6. Reclaimed Asphalt Pavement (RAP):

(a) General: RAP is a material obtained from the cold milling or removal and processing of bituminous concrete pavement. RAP material shall be crushed to 100% passing the 1/2 inch sieve and free from contaminants such as joint compound, wood, plastic, and metals.

(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 request approval from the Engineer at least 30 calendar days prior to the start of the paving operation. The request shall include a Material Certificate and applicable test results stating that the RAP consists of aggregates that meet the specification requirements of M.04.01-1 through M.04.01-3 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-lb. sample of the RAP to be incorporated into the recycled mixture.
2. A 25-lb. sample of the extracted aggregate from the RAP.

7. 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 conforms to the following gradation:

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

The Contractor shall submit a Material Certificate to the Engineer stating that the CRCG complies with all the applicable requirements in this Section.

8. Joint Seal Material: Joint seal material must meet the requirements of ASTM D6690 - Type 2. The Contractor shall submit a Material Certificate in accordance with 1.06.07 certifying that the joint seal material meets the requirements of this Section.

9. Recycled Asphalt Shingles (RAS): RAS shall consist of processed asphalt roofing shingles from post-consumer asphalt shingles or from manufactured shingle waste. The RAS material under consideration for use in bituminous concrete mixtures must be certified as being asbestos-free and shall be entirely free of whole, intact nails. The RAS material shall meet the requirements of AASHTO MP 23.

The Producer shall test the RAS material to determine the asphalt content and the gradation of the RAS material. The Producer shall take necessary action to prevent contamination of RAS stockpiles.

The Contractor shall submit a Material Certificate to the Engineer stating that the RAS complies with all the applicable requirements in this Section.

10. Plant Requirements:

(a) General: The Plant producing bituminous concrete shall comply with AASHTO M 156.

(b) Storage Silos: The Contractor may use silos for short-term storage with the approval of the Engineer. A storage silo must have heated cones and an unheated silo cylinder if it does not contain a separate internal heating system. When multiple silos are filled, the Contractor shall discharge 1 silo at a time. Simultaneous discharge of multiple silos for the same Project is not permitted.

Type of silo cylinder	Maximum storage time for all classes (hr)	
	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	TBD by the Engineer

*Not to exceed HMA limits

(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 Plant ticket, as specified herein.

If recycled materials are used, the Plant tickets shall include their dry weight, percentage, and daily moisture content.

If a WMA Technology is added at the Plant, the Plant tickets shall include the actual dosage rate.

For drum Plants, the Plant ticket shall be produced at 5 minute intervals and maintained by the vendor for a period of 3 years after the completion of the Project.

For batch Plants, the Plant ticket shall be produced for each bath and maintained by the vendor for a period of 3 years after the completion of the Project. In addition, an asterisk (*) shall be automatically printed next to any individual batch weight(s) exceeding the following tolerances:

Each Aggregate Component	±1.5% of individual or cumulative target weight for each bin
Mineral Filler	±0.5% of the total batch
Bituminous Material	±0.1% of the total batch
Zero Return (Aggregate)	±0.5% of the total batch
Zero Return (Bituminous Material)	±0.1% of the total batch

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.

The scales shall not be 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.

(d) Aggregates: Aggregate stockpiles shall be managed to prevent segregation and cross contamination. For drum Plants only, the percent moisture content, at a minimum prior to production and half way through production, shall be determined.

(e) Mixture: The dry and wet mix times shall be sufficient to provide a uniform mixture and a minimum particle coating of 95% as determined by AASTO T 195(M).

Bituminous concrete mixtures shall contain no more than 0.5% moisture when tested in accordance with AASHTO T 329.

(f) RAP: RAP moisture content shall be determined a minimum of twice daily (prior to production and halfway through production).

(g) Asphalt Binder: A binder log shall be submitted to the Department's Central Lab on a monthly basis.

(h) Warm mix additive: For mechanically foamed WMA, the water injection rate shall be monitored during production and not exceed 2.0% by total weight of binder. For additive added at the Plant, the dosage rate shall be monitored during production.

(i) Testing Laboratory: The Contractor shall maintain a laboratory to test bituminous concrete mixtures during production. The laboratory shall have a minimum of 300 s.f., have a potable water source and drainage in accordance with the CT Department of Public Health Drinking Water Division, and 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 and a functioning web browser with unrestricted access to https://ctmail.ct.gov . This equipment shall be maintained in working order at all times and be made available for use by the Engineer.

The laboratory shall be equipped with a 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. Sufficient light and ventilation must be provided. During summer months adequate cooling or ventilation must be provided so the indoor air temperature shall not exceed the ambient outdoor temperature.

The laboratory testing apparatus, supplies, and safety equipment shall be capable of performing all the applicable tests in their entirety that are referenced in AASHTO R 35 and AASHTO M 323. 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, and 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 laboratory. The Contractor shall take immediate action to replace, repair, 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. Curb Mix:

(a) Requirements: The Contractor shall use bituminous concrete that meets the requirements of Table M.04.02-1. RAP may be used in 5% increments by weight up to 30%.

(b) Basis of Approval: Annually, an approved JMF based on a mix design for curb mix must be on file with the Engineer prior to use.

The Contractor shall test the 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. 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.

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.

Any change in component source of supply or consensus properties must be approved by the Engineer. A revised JMF shall be submitted prior to use.

TABLE M.04.02-1:
Control Points for Curb Mix Mixtures

Mix	Curb Mix	Production Tolerances from JMF Target
Grade of PG **Binder content %**	**PG 64S-22** **6.5 - 9.0**	**0.4**
Sieve Size		
No. 200	3.0 - 8.0 (b)	2.0
No. 50	10 - 30	4
No. 30	20 - 40	5
No. 8	40 - 70	6
No. 4	65 - 87	7
1/4 inch		
3/8 inch	95 - 100	8
1/2 inch	100	8
3/4 inch		8
1 inch		
2 inch		
Additionally, the fraction of material retained between any 2 consecutive sieves shall not be less than 4%.		
Mixture Temperature		
Binder	325°F maximum	
Aggregate	280-350°F	
Mixtures	265-325°F	
Mixture Properties		
Air Voids (VA) %	0 – 4.0 (a)	

Notes: (a) Compaction Parameter 50 gyrations (N_{des})
(b) The percent passing the No. 200 sieve shall not exceed the percentage of bituminous asphalt binder.

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

(a) Requirements: All designated mixes shall be designed using the Superpave mix design method in accordance with AASHTO R 35. A JMF based on the mix design shall meet the requirements of Tables M.04.02-2 to M.04.02-5. Each JMF and component samples must be submitted no less than 7 days prior to production and must be approved by the Engineer prior to use. All JMFs expire at the end of the calendar year.

All aggregate component consensus properties and tensile strength ratio (TSR) specimens shall be tested at an AASHTO Materials Reference Laboratory (AMRL) by NETTCP Certified Technicians.

All bituminous concrete mixes shall be tested for stripping susceptibility by performing the TSR test procedure in accordance with AASHTO T 283(M) at a minimum every 36 months. The compacted specimens may be fabricated at the Plant and then tested at an AMRL accredited facility. A minimum of 45000 grams of laboratory or plant blended mixture and the

corresponding complete Form MAT-412s shall be submitted to the Division of Material Testing (DMT) for design TSR testing verification. The mixture submitted shall be representative of the corresponding mix design as determined by the Engineer.

i. Superpave Mixtures with RAP: RAP may be used 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. The JMF shall be accompanied by a blending chart and supporting test results in accordance with AASHTO M 323 Appendix X1, or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.
   - Two (2) representative samples of RAP shall be obtained. Each sample shall be split, and 1 split sample shall be tested for binder content in accordance with AASHTO T 164 and the other in accordance with AASHTO T 308.
   - RAP material shall not be used with any other recycling option.

ii. Superpave Mixtures with RAS: RAS may be used solely in HMA S1 mixtures with the following conditions:
   - RAS amounts up to 3% may be used.
   - RAS total binder replacement up to 15% may be used with no binder grade modification.
   - RAS total binder replacement 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. The JMF shall be accompanied by a blending chart and supporting test results in accordance with AASHTO M 323 Appendix X1, or by testing that shows the combined binder (recovered binder from the RAP, virgin binder at the mix design proportions, warm mix asphalt additive and any other modifier if used) meets the requirements of the specified binder grade.
   - Superpave Mixtures with RAS shall meet AASHTO PP 78 design considerations.

iii. Superpave Mixtures with CRCG: CRCG may be used solely in HMA S1 mixtures. One percent (1%) of 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.

(b) Basis of Approval: The following information must be included in the JMF submittal:

i. Gradation, consensus properties and specific gravities of the aggregate, RAP or RAS.
ii. Average asphalt content of the RAP or RAS by AASHTO T 164.
iii. Source of RAP or RAS and percentage to be used.
iv. Warm mix Technology, manufacturer's recommended additive rate and tolerances, and manufacturer recommended mixing and compaction temperatures.
v. TSR test report and anti-strip manufacturer and recommended dosage rate if applicable.
vi. Mixing and compaction temperature ranges for the mix with and without the warm-mix technology incorporated.
vii. JMF ignition oven correction factor by AASHTO T 308.

With each JMF submittal, the following samples shall be submitted to the Division of Materials Testing:

- 4 - one (1) quart cans of PG binder, with corresponding Safety Data Sheet (SDS)
- 1 - 50 lbs. bag of RAP
- 2 - 50 lbs. bags of Plant-blended virgin aggregate

A JMF may not be approved if any of the properties of the aggregate components or mix do not meet the verification tolerances as described in the Department's current QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures.

Any material based on a JMF, once approved, shall only be acceptable for use when it is produced by the designated Plant, it utilizes the same components, and the production of material continues to meet all criteria as specified in Tables M.04.02-2, M.04.02-3 and M.04.02-4. A new JMF must be submitted to the Engineer for approval whenever a new component source is proposed.

Only 1 mix with 1 JMF will be approved for production at a time. Switching between approved JMF mixes with different component percentages or sources of supply is prohibited.

TABLE M.04.02-2: Superpave Master Range for Bituminous Concrete Mixture Design Criteria

	S0.25		**S0.375**		**S0.5**		**S1**	
Sieve	Control Points		Control Points		Control Points		Control Points	
inches	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	-	-
No. 4	72	90	-	72	-	-	-	-
No. 8	32	67	32	67	28	58	19	45
No. 16	-	-	-	-	-	-	-	-
No. 30	-	-	-	-	-	-	-	-
No. 50	-	-	-	-	-	-	-	-
No. 100	-	-	-	-	-	-	-	-
No. 200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0
VMA (%)	16.5 ± 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 / effective binder	0.6 - 1.2		0.6 - 1.2		0.6 - 1.2		0.6 - 1.2	
TSR	≥ 80%		≥ 80%		≥ 80%		≥ 80%	
T-283 Stripping	Minimal as determined by the Engineer							

(c) Mix Status: Each facility will have each type of bituminous concrete mixture rated based on the results of the previous year of production. Mix status will be provided to each bituminous concrete Producer 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.04.03-4 and are calculated as follows:

Criteria A: Percentage of acceptance test results with compliant air voids.

Criteria B: The average of the percentage of acceptance results with compliant VMA and the percentage of acceptance results with compliant air voids.

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

Mix status is defined as:

"A" – Approved: Assigned to each mixture type from a production facility with a current rating of 70% or greater, or to each mixture type completing a successful PPT.

"PPT" – Pre-Production Trial: Temporarily assigned to each mixture type from a production facility when:

1. there are no compliant acceptance production test results submitted to the Department from the previous year;
2. there is a source change in one or more aggregate components;
3. there is a component percentage change of more than 5% by weight;
4. there is a change in RAP percentage;
5. the mixture has a rating of less than 70% from the previous season;
6. it is a new JMF not previously submitted; or
7. the average of 10 consecutive acceptance results for VFA, Density to N_{ini} or dust to effective binder ratio does not meet the criteria in tables M.04.02-2 and M.04.02-4.

Bituminous concrete mixtures rated with a "PPT" status cannot be used on Department projects. Testing shall be performed by the Producer with NETTCP certified personnel on material under this status. Test results must confirm that specification requirements in Tables M.04.02-2 through M.04.02-4 are met and the binder content (Pb) meets the requirements in Table M.04.03-2 before material can be used. One of the following methods must be used to verify the test results:

Option A: Schedule a day when a Department Inspector can be at the facility to witness testing

Option B: When the Contractor or their representative performs testing 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, and 5,000 grams of cooled loose bituminous concrete for verification testing and approval

Option C: When the Contractor or their representative performs testing without being witnessed by a Department Inspector, the Engineer may verify the mix in the Contractor's laboratory

Witnessing or verifying by the Department of compliant test results will change the mix's status to "A"

The differences between the Department's test results and the Contractor's must be within the "C" tolerances included in the Department's QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures in order to be verified.

"U" – Not Approved: Status assigned to a type of mixture that does not have an approved JMF. Bituminous concrete mixtures with a "U" status cannot be used on Department projects.

TABLE M.04.02-3:
Superpave Consensus Properties Requirements for Combined Aggregate

Traffic Level	Design ESALs (80kN) Millions	Coarse Aggregate Angularity[1] ASTM D5821, Minimum %	Fine Aggregate Angularity AASHTO T 304, Method A Minimum %	Flat and Elongated Particles[2] ASTM D4791, Maximum %	Sand Equivalent AASHTO T 176, Minimum %
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

Notes:
(1) 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.
(2) Criteria presented as maximum Percent by mass of flat and elongated particles of materials retained on the No. 4 sieve, determined at 5:1 ratio.

TABLE M.04.02-4: Superpave Traffic Levels and Design Volumetric Properties

Traffic Level	Design ESALs	Number of Gyrations by Superpave Gyratory Compactor			Percent Density of Gmm from HMA/ WMA Specimen			Voids Filled with Asphalt (VFA) Based on Nominal Mix Size - Inch			
	(million)	N_{ini}	N_{des}	N_{max}	N_{ini}	N_{des}	N_{max}	0.25	0.375	0.5	1
1	<0.3	6	50	75	≤91.5	96.0	≤98.0	70-80	70-80	70-80	67-80
2	0.3 to <3.0	7	75	115	≤90.5	96.0	≤98.0	65-78	65-78	65-78	65-78
3	≥3.0	7	75	115	≤90.0	96.0	≤98.0	65-77	65-76	65-75	65-75

TABLE M.04.02-5:
Superpave Minimum Binder Content by Mix Type and Level

Mix Type	Level	Binder Content Minimum
S0.25	1	5.80
S0.25	2	5.70
S0.25	3	5.70
S0.375	1	5.70
S0.375	2	5.60
S0.375	3	5.60
S0.5	1	5.10
S0.5	2	5.00
S0.5	3	5.00
S1	1	4.60
S1	2	4.50
S1	3	4.50

M.04.03—Production Requirements:

1. Standard Quality Control Plan (QCP) for Production: The QCP for production 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. As a minimum, the following quality characteristics shall be included in the control charts:

- percent passing No. 4 sieve
- percent passing No. 200 sieve
- binder content
- air voids
- Gmm
- Gse
- VMA

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 the first day of each month.

The QCP shall also include the name and qualifications of a Quality Control Manager. The Quality Control Manager shall be responsible for the administration of the QCP, including compliance with the plan and any plan modifications.

The Contractor shall submit complete production testing records to the Engineer within 24 hours in a manner acceptable to the Engineer.

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 and 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 Requirements:

(a) General:

For those mixes with a total estimated project tonnage over 500 tons, a NETTCP HMA Paving Inspector certified Contractor representative shall obtain a field sample of the material placed at the project site in accordance with AASHTO T 168 using the procedure indicated in Section 5.2.3 or an alternate procedure approved by the Engineer. Sampling from the truck at the Plant in accordance with AASHTO T 168 using the procedure indicated in Section 5.2.2 will be allowed for those mixes with a total estimated project tonnage equal to or less than 500 tons. Regardless of sampling location, the sample shall be quartered by the Contractor in accordance with AASHTO R 47 and placed in an approved container. The container shall be sealed with a security tape provided by the Department and labelled to include the project number, date of paving, mix type, lot and sublot numbers and daily tonnage. The minimum weight of each quartered sample shall be 14000 grams. The Contractor shall transport one of the containers to the Departments Central Laboratory in Rocky Hill, retain one of the sealed containers for potential use in dispute resolution and test the remaining samples for acceptance in accordance with past practice.

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 and may be disposed of with the approval of the Engineer. All quality control specimens shall be clearly labeled and separated from the acceptance specimens.

Contractor personnel performing QC and acceptance testing must be present at the facility prior to, during, and until completion of 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 policies and procedures 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.

Verification and dispute resolution testing will be performed by the Engineer in accordance with the Department's QA Program for Materials.

Should the Department be unable to validate the Contractor's acceptance test result(s) for a lot of material, the Engineer will use results from verification testing and re-calculate the pay adjustment for that lot. The Contractor may request to initiate the dispute resolution process in writing within 24 hours of receiving the adjustment and must include supporting documentation or test results to justify the request.

(b) Curb Mix Acceptance Sampling and Testing Procedures: Curb Mixes shall be tested by the Contractor at a frequency of 1 test per every 250 tons of cumulative production, regardless of the day of production.

When these mix designs are specified, the following acceptance procedures and AASHTO test methods shall be used:

TABLE M.04.03-1: Curb Mix Acceptance Test Procedures

Protocol	Reference	Description
1	**AASHTO T 30(M)**	Mechanical Analysis of Extracted Aggregate
2	**AASHTO T 168**	Sampling of Bituminous Concrete
3	**AASHTO T 308**	Binder Content by Ignition Oven Method (adjusted for aggregate correction factor)
4	**AASHTO T 209(M)[(2)]**	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
5	**AASHTO T 312[(2)]**	[(1)]Superpave Gyratory Molds Compacted to N_{des}
6	**AASHTO T 329**	Moisture Content of Hot-Mix Asphalt (HMA) by Oven Method

Notes: [(1)] One (1) set equals 2 each of 6-inch molds. Molds to be compacted to 50 gyrations.
[(2)] Once per year or when requested by the Engineer.

i. Determination of Off-Test Status:
1. Curb Mix is considered "off test" 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 mixture. If the mix is "off test," the Contractor must take immediate actions to correct the deficiency and a new acceptance sample shall be tested on the same day or the following day of production.
2. When multiple silos are located at 1 site, mixture supplied to 1 project is considered as coming from 1 source for the purpose of applying the "off test" status.
3. The Engineer may cease supply from the Plant when test results from 3 consecutive samples are not within the JMF tolerances or the test results from 2 consecutive samples not within the control points indicated in Table M.04.02-1 regardless of production date.

ii. JMF Revisions
1. If a test indicates that the bitumen content or gradation are outside the tolerances, the Contractor may make a single JMF revision as allowed by the Engineer prior to any additional testing. Consecutive test results outside the requirements of Table M.04.02-1 JMF tolerances may result in rejection of the mixture.
2. 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.

(c) Superpave Mix Acceptance:

i. Sampling and Testing Procedures

Production Lot: The lot will be defined as one of the following types:
- Non-PWL Production Lot for total estimated Project quantities per mixture less than 3500 tons: All mixture placed during a single continuous paving operation.
- PWL Production Lot for total estimated Project quantities per mixture of 3500 tons or more: Each 3500 tons of mixture produced within 30 calendar days.

Production Sub Lot:
- For Non-PWL: As defined in Table M.04.03-2
- For PWL: 500 tons (The last sub lot may be less than 500 tons.)

Partial Production Lots (For PWL only): A Lot with less than 3500 tons due to:

- completion of the course;
- a Job Mix Formula revision due to changes in:
    - cold feed percentages over 5%,
    - target combined gradation over 5%,
    - target binder over 0.15%,
    - any component specific gravity; or
- a lot spanning 30 calendar days.

The acceptance sample(s) location(s) shall be selected using stratified - random sampling in accordance with ASTM D3665 based on:

- the total daily estimated tons of production for non-PWL lots, or
- the total size for PWL lots.

One (1) acceptance sample shall be obtained and tested per sub lot with quantities over 125 tons. The Engineer may direct that additional acceptance samples be obtained. For non-PWL lots, one (1) acceptance test shall always be performed in the last sub lot based on actual tons of material produced.

For non-PWL lots, quantities of the same mixture per Plant may be combined daily for multiple State projects to determine the number of sub lots.

The payment adjustment will be calculated as described in 4.06.

TABLE M.04.03-2:
Superpave Acceptance Testing Frequency per Type/Level/Plant for Non-PWL Lots

Daily Quantity Produced in Tons (Lot)	Number of Sub Lots/Tests
0 to 125	0, Unless requested by the Engineer
126 to 500	1
501 to 1,000	2
1,001 to 1,500	3
1,500 or greater	1 per 500 tons or portions thereof

The following test procedures shall be used for acceptance:

TABLE M.04.03-3: Superpave Acceptance Testing Procedures

Protocol	Procedure	Description
1	AASHTO T 168	Sampling of bituminous concrete
2	AASHTO R 47	Reducing samples to testing size
3	AASHTO T 308	Binder content by ignition oven method (adjusted for aggregate correction factor)
4	AASHTO T 30(M)	Gradation of extracted aggregate for bituminous concrete mixture
5	AASHTO T 312	(1)Superpave gyratory molds compacted to N_{des}
6	AASHTO T 166	(2)Bulk specific gravity of bituminous concrete
7	AASHTO R 35	(2)Air voids, VMA
8	AASHTO T 209(M)	Maximum specific gravity of bituminous concrete (average of 2 tests)
9	AASHTO T 329	Moisture content of bituminous concrete

Notes: (1) One (1) set equals 2 each of 6-inch molds. Molds to be compacted to Nmax for PPTs and to Ndes for production testing. The first sub lot of the year shall be compacted to N_{max}.

(2) Average value of 1 set of 6-inch molds.

If the average ignition oven corrected binder content differs by 0.3% or more from the average of the Plant ticket binder content in 5 consecutive tests regardless of the production date (moving average), the Contractor shall immediately investigate, determine an assignable cause, and correct the issue. When 2 consecutive moving average differences are 0.3% or more and no assignable cause has been established, the Engineer may require a new ignition oven aggregate correction factor to be performed or to adjust the current factor by the average of the differences between the corrected binder content and production Plant ticket for the last 5 acceptance results.

The Contractor shall perform TSR testing within 30 days after the start of production for all design levels of HMA- and PMA- S0.5 Plant-produced mixtures, in accordance with AASHTO T 283(M). The TSR test shall be performed at an AMRL certified laboratory by NETTCP certified technicians. The compacted specimens may be fabricated at the Plant and then tested at an AMRL accredited facility. A minimum of 45000 grams of plant blended mixture and the corresponding complete Form MAT-412s shall be submitted to the DMT for production TSR testing verification. The mixture submitted shall be representative of the corresponding mix design as determined by the Engineer. Additionally, the TSR test report and tested specimens shall be submitted to the Engineer for review. 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, technical datasheet and SDS for the anti-strip additive (if applicable) to the Engineer.

i. Determination of Off-Test Status:
   1. Superpave mixes shall be considered *"off test"* when any control point sieve, binder content, VA, VMA, and Gmm value is outside of the limits specified in Table M.04.03-4 or the target binder content at the Plant is below the minimum binder content stated in Table M.04.02-5. Note that further testing of samples or portions of

samples not initially tested for this purpose cannot be used to change the status.

2. Any time the bituminous concrete mixture is considered off-test:
   A. The Contractor shall notify the Engineer when the Plant is *"off test"* for any mix design that is delivered to the Project in any production day. When multiple silos are located at 1 site, mixture supplied to 1 project is considered as coming from 1 source for the purpose of applying the *"off test"* determination.
   B. 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 with 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.

ii. Cessation of Supply for Superpave Mixtures in Non-PWL Lots:

A mixture **shall not be used** on Department projects when it is "off test" for:

1. four (4) consecutive tests in any combination of VA, VMA or Gmm, regardless of date of production, or
2. two (2) consecutive tests in the control point sieves in 1 production shift.

As a result of cessation of supply, the mix status will be changed to PPT

iii. JMF revisions:

JMF revisions are only permitted prior to or after a production shift. A JMF revision is effective from the time it was submitted and is not retroactive to the previous test(s).

JMF revisions shall be justified by a documented trend of test results.

Revisions to aggregate or RAP specific gravities are only permitted when testing is performed at an AMRL certified laboratory by NETTCP certified technicians.

A JMF revision is required when the Plant target RAP or bin percentage deviates by more than 5% or the Plant target binder content deviates by more than 0.15% from the active JMF.

TABLE M.04.03-4: Superpave Mixture Production Requirements

	S0.25		**S0.375**		**S0.5**		**S1**		Tolerances
Sieve	Control Points		Control Points		Control Points		Control Points		From JMF Targets(2)
inches	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	Min (%)	Max (%)	+/- Tolerance
1.5	-	-	-	-	-	-	100	-	
1.0	-	-	-	-	-	-	90	100	
3/4	-	-	-	-	100	-	-	90	
1/2	100	-	100	-	90	100	-	-	
3/8	97	100	90	100	-	90	-	-	
No. 4	72	90	-	72	-	-	-	-	
No. 8	32	67	32	67	28	58	19	45	
No. 16	-	-	-	-	-	-	-	-	
No. 200	2.0	10.0	2.0	10.0	2.0	10.0	1.0	7.0	
Pb	JMF value		JMF value		JMF value		JMF value		0.3(3)
VMA (%)	16.5		16.0		15.0		13.0		1.0(4)
VA (%)	4.0		4.0		4.0		4.0		1.0(5)
Gmm	JMF value		JMF value		JMF value		JMF value		0.030
Mix Temp. – HMA(6)	265-325°F (1)		265-325°F (1)		265-325°F (1)		265-325°F (1)		
Mix Temp. – PMA(6)	285-335°F (1)		285-335°F (1)		285-335°F (1)		285-335°F (1)		
Prod. TSR	N/A		N/A		≥80%		N/A		
T-283 Stripping	N/A		N/A		Minimal TBD by the Engineer		N/A		

Notes: (1) 300°F minimum after October 15.
(2) JMF tolerances shall be defined as the limits for production compliance.
(3) 0.4 for PWL lots
(4) 1.3 for all PWL lots except S/P 0.25 mixes. 1.1 for S/P 0.25 Non-PWL lots. 1.4 for S/P 0.25 PWL lots
(5) 1.2 for PWL lots
(6) Also applies to placement

Table M.04.03-5:
Modifications to Standard AASHTO and ASTM Test Specifications and Procedures

AASHTO Standard Method of Test	
Reference	**Modification**
T 30	Section 7.2 through 7.4 Samples are not routinely washed for production testing
T 209	Section 7.2 The average of 2 bowls is used proportionally in order to satisfy minimum mass requirements. 8.3 Omit Pycnometer method.
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 manufacturer's recommended compaction temperature prior to fabrication of the specimens.
AASHTO Standard Recommended Practices	
Reference	**Modification**
R 26	All laboratory technician(s) responsible for testing PG binders shall be certified or Interim Qualified by NETTCP as a PG Asphalt Binder Lab Technician. All laboratories testing binders for the Department are required to be accredited by the AMRL. 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. 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 or limitations required. All AASHTO M 320 references shall be replaced with AASHTO M 332. Once a month, 1 split sample and test results for each asphalt binder grade and each lot shall be submitted by the PG binder supplier to the Department's Central Lab. Material remaining in a certified lot shall be re-certified no later than 30 days after initial certification. Each April and September, the PG binder supplier shall submit test results for 2 BBR tests at 2 different temperatures in accordance with AASHTO R 29.

ITEM #0202451A - TEST PIT EXCAVATION

Description:

Excavate and backfill a designated area to determine the exact location of utility facilities which are near a proposed foundation.

Materials:

Compacted Granular Fill: Article M.02.02
Bituminous Concrete Materials: Article M.04

Construction Methods:

Keep affected utility owner apprised of proposed test pit excavation.

Excavate only as authorized and as directed by the Engineer. The size, depth and location will be as authorized by the Engineer.

If rock greater than 0.5 c.y. (cu.m) is encountered, the Engineer will determine if it must be removed and the method. Do not use explosives. See the pertinent construction methods of Section 2.02.03. When concrete must be removed, reinforced or not, it shall be considered, measured, and paid for as rock in foundation excavation.

If unsuitable backfill material is excavated, dispose as directed by the Engineer. Replace with suitable backfill and compact in accordance with Section 2.14.

Repair all damaged bituminous pavement in accordance with Section 4.06.03. Sawcut the edges to neat lines if there will be no subsequent excavation at the test pit for a foundation.

Method of Measurement:

Test pit excavation will be measured at the contract unit price per cubic yard (cubic meter) for the material actually removed from within the limits specified as directed by the Engineer.

When necessary, rock in foundation excavation will be measured at the contract price per vertical foot (vertical meter) for the rock actually removed in accordance with Article 2.02.04.

Basis of Payment:

This work will be paid for at the contract unit price per cubic yard (cubic meter) for "Test Pit Excavation", which price shall include excavation, unsuitable material disposal, compacted backfill, bituminous pavement, sawcut, pavement repair, all utility costs, all equipment, tools,

labor and work incidental thereto. The volume excludes the volume of material that is measured as Rock In Foundation Excavation.

Pay Item	Pay Unit
Test Pit Excavation	c.y.

ITEM #0219011A – SEDIMENT CONTROL SYSTEM AT CATCH BASIN

Description:

This work shall consist of furnishing, placing, maintaining and removing sedimentation control systems at catch basins as shown on the plans and as directed by the Engineer. Maintaining shall include the cleanout and proper disposal of accumulated sediment.

Materials:

Geotextile for this work shall conform to Section 7.55 and M.08.
Crushed stone for this work shall conform to the requirements of Table M.01.02-2 for Size No. 3 coarse aggregate.

Construction Methods:

Sediment Control System at Catch Basin shall be installed by the Contractor at locations shown on the plans or as directed by the Engineer in accordance with the applicable sections of Section 2.19 of the Standard Specifications and the details in the plans.
Stone check dams of crushed stone shall be used to guide runoff into catch basins in unpaved areas.

Method of Measurement:

This work will be measured for payment by the actual number of catch basins installed and accepted with a Sediment Control System at Catch Basin installation.

Basis of Payment:

This work will be paid for at the contract unit price each for 'Sediment Control System at Catch Basin' complete in place, which price shall include all materials, equipment, tools, and labor incidental to the installation, maintenance, replacement, removal and disposal of the system and surplus material including stone check dams. No payment shall be made for the cleanout of accumulated sediment.

Pay Item	Pay Unit
Sediment Control System at Catch Basin	EA

ITEM #0404100A—BITUMINOUS CONCRETE PATCHING – FULL DEPTH

Description: This work shall consist of repairing marked areas of failed flexible (bituminous concrete) pavement as follows:

a) Sawcutting, removal and proper disposal of pavement, granular base, and existing concrete splitter island

b) Grading and compacting remaining subbase or subgrade and furnishing and placement of suitable backfill

c) Furnishing, installation and compaction of gravel subbase

d) Application of tack coat on the vertical edges of the patch, and

e) Placement of HMA S1.0 and HMA S0.5

Materials: Materials for this work shall consist of the following:

a) Granular Subbase shall meet the requirements of Article M.02.02

b) Backfill shall be the requirements of Article M.02.07

c) HMA S0.5, HMA S1.0 shall meet the requirements of Section M.04. All HMA shall be Traffic Level 2.

d) Tack coat shall meet the requirements of Section M.04.

Construction Methods:

Equipment: Equipment for this work shall include pavement cutting, removal of existing pavement or concrete, material handling and disposal, and compaction equipment to perform all patching operations. Compaction equipment shall include steel-wheeled roller, vibratory plate compactor and jumping jack compactor, capable of compacting granular and HMA, or PMA, materials to specified requirements. The Contractor shall also provide a 10 foot straightedge.

1. In areas not identified on the plans, Engineer will mark areas for patching, which will extend a minimum of 2 foot beyond all edges of failed pavement wherever possible. The minimum length and width dimension of any area to be patched shall be 24 inches; the minimum depth shall be 18 inches.

2. Sawcut the existing pavement at the marked areas, excavate and remove all bituminous, concrete, and granular layers to the depth indicated on the plans.

3. Once the existing material is removed, grade and compact the remaining subbase or subgrade. A minimum of 4 passes, or coverages, must be made by any compaction device.

4. Install and compact granular subbase to the depth shown on the plans (minimum 12 inches).

5. The cut sides of the excavated areas shall be wiped or swept clean, tack coat shall be applied covering the entire area of the vertical bituminous concrete faces and allowed to cure.

6. HMA S0.5, shall be placed in lifts between 2” and 3”, shall have a final lift thickness placed at 2” and be placed as shown in the plans. HMA S1.0, shall be placed in lifts between 3” and 5” and be placed as shown in the plans. The Contractor shall confirm that the surface elevation of the finished patch matches the elevation of the surrounding pavement surface to within 1/4 inch using the 10 foot straightedge.

7. All excavated materials shall be properly disposed of at the end of the work shift.

Method of Measurement: This work will be measured by the number of square yards of accepted patched areas. Basis of Payment: This work will be paid for at the Contract unit price per square yard for “Bituminous Concrete Patching-Full Depth,” complete and accepted. The price shall include all tools, materials, labor, and equipment including sawcutting, pavement. Concrete and granular base excavation, removal and disposal of excess material, furnishing and placement of suitable backfill, grading, compacting, subbase, tack coat application, and HMA

Pay Item	Pay Unit
Bituminous Concrete Patching – Full Depth	s.y.

ITEM #0404100A—BITUMINOUS CONCRETE PATCHING – FULL DEPTH

Description: This work shall consist of installing full depth bituminous concrete patching in areas identified on the plans or areas of failed bituminous concrete pavement as follows:

a) Sawcutting, removal and proper disposal of pavement and granular base,

b) Grading and compacting remaining subbase or subgrade,

c) Furnishing, installation and compaction of processed aggregate base,

d) Application of tack coat on the vertical edges of the patch, and

e) Placement of Hot-Mix Asphalt (HMA), as detailed on the plans.

Materials: Materials for this work shall consist of the following:

a) Processed Aggregate Base shall meet the requirements of Article M.05.01.

b) HMA S0.5 shall meet the requirements of Section M.04. All HMA shall be Traffic Level 2 unless indicated otherwise on the plans.

c) Tack coat shall meet the requirements of Section M.04.

Construction Methods:

Equipment: Equipment for this work shall include pavement cutting, removal, material handling, and compaction equipment to perform all patching operations. Compaction equipment shall include steel-wheeled roller, vibratory plate compactor and jumping jack compactor, capable of compacting granular and HMA, materials to specified requirements. The Contractor shall also provide a 10-foot straightedge.

1. In areas not identified on the plans, the Engineer will mark areas for patching, which will extend a minimum of 1 foot beyond all edges of failed pavement wherever possible. The minimum length and width dimension of any area to be patched shall be 24 inches; the minimum depth shall be 18 inches.
2. Sawcut the existing pavement at the marked areas, excavate and remove all bituminous and granular layers to the depth indicated on the plans.
3. Once the existing bituminous concrete and granular material is removed, grade and compact the remaining subbase or subgrade. A minimum of 4 passes, or coverages, must be made by any one compaction device.
4. Install and compact processed aggregate base in accordance with Article 3.04.03, to the depth shown on the plans (minimum 18 inches).
5. The cut sides of the excavated areas shall be wiped or swept clean, tack coat shall be applied covering the entire area of the vertical bituminous concrete faces and allowed to cure.
6. HMA S0.5, shall be placed in 2-1/2” lifts and be placed as shown in the plans. Pavement placement shall also be in accordance with Subarticle 4.06.03-6. The Contractor shall

confirm that the surface elevation of the finished patch matches the elevation of the surrounding pavement surface to within 1/4 inch using the 10-foot straightedge.

7. All excavated materials shall be properly disposed of at the end of the work shift.

Method of Measurement: This work will be measured by the number of square yards of accepted patched areas.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for "Bituminous Concrete Patching - Full Depth," complete and accepted. The price shall include all tools, materials, labor, and equipment, pavement and granular base excavation, removal and disposal, grading, compacting, Processed Aggregate Base, tack coat application and HMA.

Pay Item	Pay Unit
Bituminous Concrete Patching – Full Depth	s.y.

ITEM #0686950.10A – REMOVE EXISTING PIPE – 0’-10’ DEEP

Description: This item shall consist of the trench excavation, cutting and capping of an existing roof drain lateral as indicated on the plans.

Materials: The Contractor shall use Furnco Flexible Gaskets to cap the pipe ends or approved equal. Gaskets shall comply with ASTM D 5926 and have stainless steel clamps.

Construction Methods: The Contractor shall cut and remove the existing concrete sidewalk and excavate an approximate a 4’ deep trench to remove an 8’ section of the existing pipe lateral. Cap the pipe ends with the gasket and backfill and compact the trench. Contractor shall support adjacent utilities during excavation of the trench.

Trench excavation shall be in conformance with 2.05.03 and as directed by the Engineer.

Method of Measurement: The work for “Remove Existing Pipe = 0’-10’ Deep” will be measured for payment by the actual number of linear feet of pipe removed and accepted by the Engineer.

Basis of Payment: This work will be paid for at the Contract unit price for each contract price for “Remove Existing Pipe – 0’-10’ Deep” complete in place, which price shall include all labor and equipment necessary to excavate the trench, support existing utilities, removal and disposal of the existing pipe, capping of the existing pipe ends, backfilling and compaction of the trench. Cutting, removal and replacement of the concrete sidewalk shall be paid for under separate pay items.

Pay Item	Pay Unit
Remove Existing Pipe – 0’-10’ Deep	LF

ITEM# 0813010A REMOVAL OF GRANITE STONE CURBING

DESCRIPTION:

Work under this item shall include the removal, delivery, and stacking of all non-damaged, salvaged granite stone curbing. The City of Meriden Engineering Department shall be contacted at 203-630-4018 to inspect material and arrange delivery to 55 Michael Drive, Meriden, CT.

METHOD OF MEASUREMENT:

This work will be measured for payment by the actual number of linear feet of granite stone curbing or curved granite stone curbing removed, delivered, and stacked at 55 Michael Drive, Meriden, CT.

Cutting or trimming existing curb will not be measured for payment but will be included in the cost of "Removal of Granite Stone Curbing".

BASIS OF PAYMENT:

The work associated with removal, delivery, and stacking of granite stone curbing or curved granite stone curbing shall be measured and paid for each linear foot removed under the item "Removal of Granite Stone Curbing" as listed in the bid proposal. The payment for removal, delivery, and stacking of existing granite stone curbing shall include removal and storage, refilling, disposal of surplus materials, all materials, tools, equipment, and labor necessary to complete the excavation and removal in conformity with the plans, or as specified by the Engineer.

Item No.	Description	Unit
0813010A	REMOVAL OF GRANITE STONE CURBING	LF.

ITEM# 0813014A 5'' GRANITE CURVED STONE CURBING (SPECIAL)

DESCRIPTION: Amended as follows

This item shall include excavation; furnishing and placing subbase, furnishing and placing PCC03340 concrete footing and backfill for full length of granite stone curbing with a 3" mountable edge; furnishing and setting to line and grade new granite curved stone curbing-mountable; furnishing and placing new backfill; furnishing and installing #5 anchor bars; furnishing and placing joint sealant, caulking curb joints and formation of subgrade.

This item shall include trimming damaged ends of existing curb stones and cutting existing curb stones to a shorter length, both trimming and cutting to produce a new end which is square with the planes of the top and face of the curb. This item shall also include cutting curb stones horizontally in locations where the depth of curb stones must be reduced to clear obstacles or utilities.

Required submittals

Material Samples:

Submit material samples for granite curb in accordance with the contract general requirements.

MATERIALS:

All new granite curb supplied for use shall be 5" and shall conform to the following:

General: Curbstones shall be hard and durable granite of light color and uniform texture neither stratified nor laminated. Curbstones shall be free from seams, cracks and evidence of weakening or disintegration and shall be of a good smooth splitting appearance. Granite shall come from a quarry previously approved by the Engineer.

Should the Contractor request use of granite from a quarry not previously approved, they shall submit samples sufficiently in advance of need to allow the Engineer opportunity to judge the stone both as to quality and appearance. All curbstones for a give project shall come from one quarry and be all of one type. Granite when tested shall have a French coefficient of wear of not more than 32. Test sample shall conform to the requirements of ASTM C-615-03.

Dimensions: All curbs to be set on radius 75 feet or less shall be curved and cut to the required arc radius with radial joints, minimum length to be 4 feet, minimum width at bottom to be 5 inches for two thirds the length with an absolute minimum of 4 inches for the remaining one third.

Finish: The curbstone shall have a top surface free from wind and drill holes, it shall be sawed to an approximately true 1/8 inch. The front and back arris lines shall be straight and true with no variation from a straight line greater than 1/8 inch. On the back surface there shall be no projection for 3 inches down which would fall outside a batter of 4 inches in 12 inches from the back arris line. The front face shall be at right angles to the plane of the top or battered not more than one inch in twelve inches, and shall be quarry split or sawn, free from drill holes in the exposed face. The front face shall have no projections greater than 3/4 of an inch or depression greater than 1/2 inch measured from the vertical plane of the face through the top arris line for a distance of 8 inches down from the top.

For the remaining distance there shall be no projections or depressions greater than 1 inch measured in the same manner. The arris lines at the ends shall be pitched with no variation from the plane of the face greater than 1/8 inch. The ends of all stones shall be square with the planes of the top and face, and so finished that when the stones are placed end to end as closely as possible, no space more than 1/4 inch shall show in the joint for the full width of the top and down on the face for 8 inches. On curb stones having a length of 6 feet or more, the remainder of the end may break back not over 6 inches, on shorter curbstones, they shall not break back more than 4 inches. The bottom surface shall be sawn or quarry split to an approximately true plane. Half drill holes will not be permitted in the arris line of the back. Front arris line may be rounded to a radius not over 1/2 inch. If sawn, the curbstone shall be thoroughly cleaned of any iron rust or iron particles.

Foundation: All foundation material under concrete slab shall be processed stone base conforming to Section M.05.01 of the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, January 2019.

Concrete: All materials for this work shall conform to the requirements of Section M.03 of the State of Connecticut Standard, Department of Transportation, Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, January 2019, as amended, for PCC03340 concrete.

Caulk: Caulking compound shall be a material which complies with ASTM C-920, Type S, Grade NS, Class 25 sealing compound, polyurethane based elastomeric, single component, moisture cured sealant, capable of 25% joint movement. The color of the compound shall be cement mortar gray.

Joint Sealant shall meet the requirements of Article M.03.08.

#5 Anchor Bars shall meet the requirements of M.06.01.

Mountable granite curbing shall be provided in accordance with these provisions as well as the details on the drawings.

All additional materials, including resurfacing materials and any additional fill required, shall be furnished and placed by the Contractor. Gravel shall conform to Article M.02.01.

CONSTRUCTION METHODS:

All curbing installations shall be laid out in the field and prior to placement of concrete footings, be approved by the Engineer. The contractor shall notify the Engineer at least two business days in advance of final curbing layout for approval prior to concrete placement.

The curbing shall be marked in the field by a licensed land surveyor in accordance with the detailed coordinates for the curb lines, radii's and recessed curbing points.

Excavation: The Contractor shall excavate to a depth of 36" below the top of finished curb grade. The street pavement shall be removed to a width of at least 6" in front of the curb to facilitate proper setting and backfilling. Bituminous concrete and macadam pavement in front and back of the curb shall be cut to neat straight lines before excavation to minimize pavement damage.

Where there is good sod behind the curb, the sod shall be removed before excavation and saved for re-use.

Where there is a dummy joint 18" to 24" behind the curb, the Engineer may require the Contractor to saw the joint prior to excavating behind the curb. Saw cutting will be included in this item.

Where concrete base pavement is encountered excavation shall include removal of all existing concrete or other foundations. Saw cutting the concrete base shall also be included in this item.

Where the distance between the back of the curb and sidewalk is 12" or less, or where trees are encountered immediately behind the curb, the Engineer may order the Contractor to excavate by hand to avoid damage to the walk or trees.

Setting Curb: The curb shall be set to line and grade established by the Engineer. Maximum variation from established line and grade shall be 1/4". The finished curb shall present a neat appearance free from irregularities of line and grade.

For curved stone curb, masonry blocking used to hold the curb in place shall be allowed to remain when backfilling is completed.

Foundation and Backfill: The processed stone base foundation shall be placed in two (2) equal courses the full width of the excavated area. Each course shall be compacted satisfactorily to a uniform surface with a motor driven vibratory compactor. Additional fine material shall be added to the top course to fill any voids that may have developed during compaction and to bring the completed foundation to true line and cross section to completed thickness of 8 inches. The top of the completed processed stone base foundation shall be below and parallel to the finished grade of the sidewalk or adjacent granite curb as shown on the drawings.

Should the sub-base material become churned up or mixed with the bottom course material at any time, the contractor shall, without additional compensation, remove the mixture, reshape and

recompact the sub-base, and replace the material removed with clean coarse material which shall be compacted to a firm uniform surface.

Granite stone curb, the curb shall be set in concrete along its entire length. The Contractor shall use a very stiff mix and shall spade and tamp to eliminate all voids, especially under the curb.
Pavers shall be set flush with the top of the curbing with expansion joint and sealant as shown on the details.

#5 Anchor Bars shall be installed as shown on the typical sections between the concrete base and granite stone curbing.

Caulking: All curb joints shall be filled with caulking compound with either pneumatic or ratcheted hand gun or with other equipment as approved by the Engineer. At approximately 50-foot intervals, a 1/2-inch joint shall not be filled with caulking compound but left free for expansion.

Joint Seal: This work consists of sealing joints where shown on the plans or as otherwise directed by the Engineer. Before placement of the sealing material, the joints shall be thoroughly cleaned of all scale, loose concrete, dirt, dust or other foreign matter. Projections of concrete into the joint space shall be removed. The joint shall be clean and dry before the sealing compound is applied. The joint sealant shall be prepared and placed in accordance with the manufacturer's directions and with the equipment prescribed by the manufacturer. The sealing compound shall be flush with, or not more than 1/8 in above the adjacent surface of concrete, cutting off all excess compounds after the application. The joints shall be sealed in a neat and workmanlike manner and when the work is completed, the joints shall effectively seal against infiltration of moisture and water.

Cutting or Trimming: The contractor shall employ appropriate cutting tools to produce a clean, square, and plumb cut for a neat appearance when reset. For vertical cuts, the ends shall be finished so that when stones are placed end to end as closely as possible, no space more than one half inch wide shall show in the joint for the full width of the top or down on the face for 9". The remainder of the joint may break back not more than 4" from the plane of the joint. The Engineer may require the cut to be made with the stone in place in the ground. Horizontal cuts shall be made in a manner that allows for a 2" vertical clearance of the object or utility interference with the bottom of the curb stone. Horizontal cuts which exceed 1/3 the depth of the stone to be cut require the Engineer's approval prior to cutting.

In the trimming and cutting of damaged curbstones, the portion cut off shall be kept to a minimum.

If in making a cut, the Contractor damages the curb so as to make it unusable, the Contractor shall furnish, at no cost to the Town a piece of suitable curb cut to proper length to replace the damaged curb.

METHOD OF MEASUREMENT:

This work will be measured for payment by the actual number of linear feet of granite curved stone curbing (special) installed and accepted.

Measurement shall be made along the top arris line of face of curb.

Cutting or trimming existing or proposed curb will not be measured for payment.

BASIS OF PAYMENT:

Payment for this work will be made at the contract unit price per linear foot for 5" GRANITE CURVED STONE CURBING (SPECIAL), complete in place, which price shall include all materials, equipment, tools and labor incidental thereto, and all excavation, backfilling, disposal of surplus material and all drainage openings.

There will be no direct payment for furnishing, placing and compacting the subbase, formation of subgrade, cutting or trimming existing or proposed curb, beveling or rounding the ends of the curbing, pointing the joints with mortar or caulk, furnishing and placing joint sealant, furnishing and placing the concrete footing, furnishing and installing the #5 anchor bars, repair of disturbed areas in front and back of curb and the 12" maximum grassed area in back of curb, but the cost of this work shall be considered as included in the general cost of the work.

Item No.	Description	Unit
0813014A	5" GRANITE CURVED STONE CURBING (SPECIAL)	LF.

ITEM # 0921015A – MOUNTABLE CURB ISLAND

Description:

This item shall include the construction of mountable curb island on a processed stone base foundation in the location and to the dimensions and details shown on the plans or as ordered by the Engineer.

a) Sawcutting, removal and proper disposal of pavement, and granular base

b) Grading and compacting remaining subbase or subgrade and furnishing and placement of suitable backfill

c) Furnishing, installation and compaction of gravel subbase

d) Furnishing and installing the concrete, expansion joint filler, joint sealant, welded wire fabric, and anchor bars

Required Submittals:

Material Certificate of Compliance:

Submit material certificate of compliance for concrete, processed stone base, expansion joint materials, joint sealant.

Materials:

Processed Stone Base Foundation

Subbase shall meet the requirements of Article M.02.02

Concrete

All materials for this work shall conform to the requirements of Section M.03 of the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, July 2019, for PCC03340 concrete.

Reinforcing

Wire mesh reinforcing to be furnished in the concrete under this item shall be plain finish, 4 inches X 4 inches, No. 10 gage welded steel wire mesh meeting ASTM specifications A-185-02.

Anchor Bars

No. 5 anchors bars shall meet the requirements of M.06.01.

Expansion Joints

Provide pre-molded rubber expansion joints as approved by the Engineer.

Expansion Joint Sealant
Provide elastomeric caulk sealant as approved by Engineer.

Construction Methods:
Processed Stone Base Foundation

The processed stone base foundation shall be placed in two (2) equal courses the full width of the excavated area. Each course shall be compacted satisfactorily to a uniform surface with a motor driven vibratory compactor. Additional fine material shall be added to the top course to fill any voids that may have developed during compaction and to bring the completed foundation to true line and cross section to completed thickness of 8 inches. The top of the completed processed stone base foundation shall be below and parallel to the finished grade of the island or adjacent granite curb as shown on the drawings.

Should the sub-base material become churned up or mixed with the bottom course material at any time, the contractor shall, without additional compensation, remove the mixture, reshape and recompact the sub-base, and replace the material removed with clean coarse material which shall be compacted to a firm uniform surface.

Concrete

The concrete shall be discharged and placed in a manner which will prevent separation of coarse aggregate and mortar. Concrete shall always be placed starting at the low end of the section and working upgrade.

Before placement of the concrete, the foundation shall be thoroughly moistened. This shall be done far enough in advance of placement to allow absorption of water to a depth of at least 1 inch, leaving a moist but not muddy surface.

The finished thickness of the concrete shall be at least 8 inches. The concrete shall be placed to a uniform cross section parallel to finished grade.

The time elapsing from the time water is added to the mix until the concrete is placed shall not exceed 90 minutes. In hot weather, the maximum allowable time may be reduced by the Engineer.

Finishing Concrete

The surface of the concrete shall be struck off to an elevation consistent with site details and be bull-floated to a smooth surface and broom finished.

Expansion Joints
Expansion material shall be placed between new concrete and existing curbing.

All expansion joints shall receive foam backer rod and sealant provided not more than 1/2".

Expansion Joint Sealant

Before placement of the sealing material, the joints shall be thoroughly cleaned of all scale, loose concrete, dirt, dust or other foreign matter. Projections of concrete into the joint space shall be removed. The joint shall be clean and dry before the sealing compound is applied. The joint sealant shall be prepared and placed in accordance with the manufacturer's directions and with the equipment prescribed by the manufacturer. The sealing compound shall be flush with, or not more than 1/8 in above the adjacent surface of concrete, cutting off all excess compounds after the application. The joints shall be sealed in a neat and workmanlike manner and when the work is completed, the joints shall effectively seal against infiltration of moisture and water. Color match sealant to adjacent concrete.

Curing

All concrete base slab shall be cured as follows:

Immediately following the final finishing and as soon as possible without marring, the concrete shall be covered with cotton matting or waterproof paper for 72 hours.

Cotton matting, if used, shall be in good condition, shall be saturated with water prior placement, shall be suitably fastened down to prevent movement and shall be moist for the entire period it is in place.

Waterproof paper if used, shall be lapped at least 12 inches, shall cover the entire surface shall overlap all edges of the walks. The laps edges of the paper shall be securely weighted down with continuous planking, or piles of earth or other material to hold and keep all edges down tight.

Before use, all waterproof paper shall be checked for tears and holes, and all tears holes shall be repaired. Covers, which become unserviceable, will be replaced as ordered by the Engineer.

Wherever waterproof paper, if used, is found to have blown off or otherwise uncovered concrete before the end of the 72 hour period, the Contractor will be required to remove the paper and immediately cover the concrete with cotton and kept moist for an additional 24 hours.

When the concrete is poured during cold weather (night temperature below 42 degrees F) the concrete shall be protected by a layer of hay at least 6 inches thick and covered with waterproof paper or by other means acceptable to the Engineer. This protection shall be provided in addition to the curing procedure specified above and shall be maintained for at least four days after the day the concrete was poured.

Curing compounds shall not be used under any circumstances.

Reinforcing
Wire mesh reinforcing shall be installed as shown on the detail.

Anchor Bars

#5 Anchor Bars shall be installed as shown on the detail between the concrete and granite stone curbing.

Method of Measurement: Mountable Curb Island will be measured on a per square foot basis, complete, in-place, as shown on the Drawings, as specified herein, and as directed by the Engineer. The granite curb shall be measured and paid for under Item #0813014A “5” Granite Curved Stone Curbing (Special)”.

Basis of Payment: Mountable Curb Island will be paid for at the contract unit price per square foot for "Mountable Curb Island” which will be full compensation for furnishing and installing reinforced concrete mountable curb island, complete, in- place, including sawcutting pavement, concrete and granular base excavation, removal and disposal of excess material, grading, compacting, furnishing and installing the concrete, processed aggregate stone base, expansion joint filler, foam backer rod, joint sealant, welded wire fabric, and anchor bars. The granite curb shall be measured and paid for under Item #0813014A “5” Granite Curved Stone Curbing (Special)”.

Pay Item	**Pay Unit**
Mountable Curb Island	SF

ITEM #0952001A – SELECTIVE CLEARING AND THINNING

ITEM #0952011A – SELECTIVE CLEARING AND THINNING – ALT A

ITEM #0952012A – SELECTIVE CLEARING AND THINNING – ALT B

ITEM #0952013A – SELECTIVE CLEARING AND THINNING – ALT C

ITEM #0952014A – SELECTIVE CLEARING AND THINNING – ALT D

ITEM #0952015A – SELECTIVE CLEARING AND THINNING – ALT E

Section 9.52 is amended as follows:

Article 9.52.03 – Construction Methods is supplemented as follows:

Where directed by the Engineer or as called for on the plans, materials to be cut, trimmed or removed shall be those items that restrict visibility to pedestrian signal heads or vehicular traffic signals heads. The vehicular signal heads shall be visible for a minimum distance of 300 feet. The pedestrian signal heads shall be visible and free from obstructions from the opposite sidewalk ramp.

The Contractor shall contact the City of Meriden Department of Public Works, (203) 630-4018 prior to cutting/trimming any trees. All trees scheduled to be removed shall be visibly marked or flagged by the Contractor at least seven days prior to the cutting of such trees.

The Engineer will inspect the identified trees and verify the limits of clearing and thinning prior to the Contractor proceeding with their cutting operation.

Article 9.52.05 – Basis of Payment is supplemented by the following:

Selective Clearing and Thinning at the intersections of West Main Street at Colony Street and Hanover Street at Colony Street and Perkins Street for their full traffic signal equipment replacement including signing and pavement markings shall be paid under items #0952011A – SELECTIVE CLEARING AND THINNING – ALT A and #0952012A – SELECTIVE CLEARING AND THINNING – ALT B respectively.

Selective Clearing and Thinning at the intersections of West Main Street at Colony Street and Hanover Street at Colony Street and Perkins Street for their controller, signing, and pavement markings replacement shall be paid under items #0952014A – SELECTIVE CLEARING AND THINNING – ALT D and #0952015A – SELECTIVE CLEARING AND THINNING – ALT E respectively.

Selective Clearing and Thinning at the intersections of West Main Street at Church Street for their controller, signing, and pavement markings replacement shall be paid under item #0952013A – SELECTIVE CLEARING AND THINNING – ALT C.

Selective Clearing and Thinning at all other locations under the base bid shall be paid under item #0952001A – SELECTIVE CLEARING AND THINNING.

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 Municipal forces and others who may be engaged to augment Municipal 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
Minimum Sq. Ft. of floor space with a minimum ceiling height of 7 ft.	400	400	1000
Minimum number of exterior entrances.	2	2	2
Minimum number of parking spaces.	7	7	10

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 Municipal personnel and such assistants as they may engage; and for field office size 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 Municipality and will be kept in their possession while Municipal 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.

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 Municipalities electrical inspector, must be contacted.

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^{o}-80^{o} 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. The Contractor shall pay all charges.

Data Communications Facility Wiring:

The Contractor shall supply cables to connect the Computer(s), Wi-Fi printer and Multi-Function Laser Printer/Copier/Scanner/Fax to the Contractor supplied internet router and to workstations/devices as needed.

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
	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
Personal computer tables (4 ft. x 2.5 ft.).	2	3	5
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
Conference table, 3 ft. x 12 ft.	-	-	-
Table – 3 ft. x 6 ft.	-	-	-
Office Chairs.	2	4	8
Mail slot bin – legal size.	-	-	1
Non-fire resistant cabinet.	-	-	2
Fire resistant cabinet (legal size/4 drawer), locking.	1	1	2
Storage racks to hold 3 ft. x 5 ft. display charts.	-	-	1
Vertical plan racks for 2 sets of 2 ft. x 3 ft. plans for each rack.	1	1	2
Double door supply cabinet with 4 shelves and a lock – 6 ft. x 4 ft.	-	-	1
Case of cardboard banker boxes (Min 10 boxes/case)	1	1	2
Open bookcase – 3 shelves – 3 ft. long.	-	-	2
White Dry-Erase Board, 36” x 48”min. with markers and eraser.	1	1	1
Interior partitions – 6 ft. x 6 ft., soundproof type, portable and freestanding.	-	-	6
Wastebaskets - 30 gal., including plastic waste bags.	1	1	1
Wastebaskets - 5 gal., including plastic waste bags.	1	3	6
Telephone.	1	1	1
Full size stapler 20 (sheet capacity, with staples)	1	2	5
Desktop tape dispensers (with Tape)	1	2	5
8 Outlet Power Strip with Surge Protection	3	4	6

Furnishing Description	Office Size		
	Small	Med.	Large
	Quantity		
Rain Gauge	1	1	1
Mini refrigerator - 3.2 c.f. min.	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
Microwave, 1.2 c.f. , 1000W min.	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
Electronic office type printing calculators capable of addition, subtraction, multiplication and division with memory and a supply of printing paper.	1	2	2
Small Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, as specified below under Computer Related Hardware and Software.	1	1	
Large Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under Computer Related Hardware and Software.			1
Field Office Wi-Fi Connection as specified below under Computer Related Hardware and Software	1	1	1
Wi-Fi Printer as specified below under Computer Related Hardware and Software.	1	1	1
Digital Camera as specified below under Computer Related Hardware and Software.	1	1	3
Desktop and/or Laptop Computer w/software as specified below under Computer Related Hardware and Software	1	1	2
Infrared Thermometer, including annual third party certified calibration, case, and cleaning wipes.	1	1	1
Concrete Curing Box as specified below under Concrete Testing Equipment.	1	1	1
Concrete Air Meter and accessories as specified below under Concrete Testing Equipment as specified below. Contractor shall provide third party calibration on a quarterly basis.	1	1	1
Concrete Slump Cone and accessories as specified below under Concrete Testing Equipment.	1	1	1
First Aid Kit	1	1	1

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 Contractor will supply by its own means the actual Personal Computer(s) for the Municipal representatives. The Contractor shall supply the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s) and Multifunction Laser Printer/Copier/Scanner/Fax 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 Computers, Wi-Fi Printer, the Multifunction Laser Printer/Copier/Scanner/Fax), Field Office Wi-Fi and Digital Camera(s) as well as associated hardware, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the Municipality or their Representative for review and approval. The Computers, Wi-Fi Printer, Multifunction Laser Printer/Copier/Scanner/Fax, Wi-Fi Router and digital cameras will be reviewed by Municipal personnel or their Representative. The Contractor shall not purchase the hardware, software, or services until the Municipality or their Representative 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, Computer(s) and the configuration of the wireless router as directed by the Municipality. Installation will be coordinated with Municipal and Project personnel.

After the approval of the hardware and software, the Contractor shall contact the designated representatives of the Municipality, a minimum of 2 working days in advance of the proposed delivery or installation of the Field Office Wi-Fi Connection, Computer(s), Wi-Fi Printer, Digital Camera(s), and Multifunction Laser Printer/Copier/Scanner/Fax, 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 Computer(s), 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.

Maintenance: During the occupancy by the Municipality, 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 Municipality 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	Pay Unit
Construction Field Office, (Type)	Month

ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC
ITEM #0971002A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT A
ITEM #0971003A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT B
ITEM #0971004A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT C
ITEM #0971005A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT D
ITEM #0971006A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT E

Article 9.71.01 – Description is supplemented by the following:

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

Cook Avenue (Route 71) and All Other Roadways

The Contractor shall maintain and protect a minimum of two lanes of traffic in each direction on existing two-way streets, and a minimum of one lane of traffic on existing one-way streets; each lane on a paved travel path shall not less than 10 feet in width.

Where turn lanes exist, the Contractor shall provide an additional 10 feet of paved travel path to be used for turning vehicles only. It shall be implemented so that sufficient storage, taper length, and turning radius are provided.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation, on a paved travel path not less than 10 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 operation within the project limits without prior approval of the Engineer.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working on installing traffic signal span poles and span wires, mast arms, mobilization of equipment and delivering materials, at which time the Contractor will be allowed to halt traffic for a period not to exceed ten minutes. The Contractor shall allow all stored vehicles to proceed through the work area before halting traffic for another ten-minute period.

Commercial and Residential Driveways

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways

to perform the required work during those periods when the businesses are closed, unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

Intermediate Term Sidewalk Closures

The Contractor shall maintain and protect existing pedestrian accommodations, or a minimum of 4 feet in width, on all existing sidewalks, sidewalk ramps, and access to pedestrian pushbuttons. Except during the allowable periods when the Contractor is actively working, the Contractor will be allowed to close pedestrian sidewalks and sidewalk ramps and restrict access to pedestrian pushbuttons for no longer than a continuous 48 hour period for the purpose of constructing pedestrian amenities or installation of signal equipment. No more than two corners of an intersection may be closed for an intermediate term sidewalk closure at any time. Where all four corners of an intersection have sidewalks and sidewalk ramps, diagonal corners shall not be closed at the same time. During the intermediate term sidewalk closure, all approaches to the sidewalk shall be blocked by construction barricades with Sidewalk Closed signs. The construction barricades shall conform to the following:

- Have continuous detectable bottom and top surfaces able to be detected by a person with a visual disability traveling with the aid of a long cane
- The bottom of the bottom surface shall be no higher than 2 inches above the ground
- The top of the top surface shall be no lower than 32 inches above the ground.
- Any pedestrian detour must be detectable and as accessible as the route being detoured from

Traffic control signals with pedestrian phases located within 50 feet of an intermediate term sidewalk or sidewalk ramp closure shall be revised during the duration of the closure to automatically activate the pedestrian phase in every signal cycle. Intermediate term sidewalk closures may be extended with prior approval of the Engineer.

Traffic Operation Over Railroad – Highway Grade Crossings

The Contractor will not be allowed to queue traffic over any at-grade railroad crossing at any time during the construction of the Project. If, due to the nature of the Contractor's operations, queuing is unavoidable, the Contractor shall use the Railroad's Police Protection to ensure that vehicles are kept clear of the crossing area. The Contractor shall coordinate its work with the Railroad's authorized representative:

TBD

Article 9.71.03 - Construction Method is supplemented as follows:

General

The contractor shall maintain sidewalk or pedestrian passage conforming with ADA requirements throughout the construction period.

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.

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. The Contractor shall propose the anticipated duration of unfinished excavation and temporary traversable slopes prior to associated work for review by the Engineer. Work resulting in unfinished excavation and temporary traversable slopes shall not begin until the proposed duration has been approved by the Engineer.

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 10 calendar days. Opposing traffic lane dividers shall be used as a centerline closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds and merge with existing traffic.

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.

The Contractor, during the course of active construction work on overhead signs and structures including mast arms, span poles, and span wires, shall close the lanes directly below the work area for the entire length of time overhead work is being undertaken. At no time shall an overhead sign or mast arm be left partially removed or installed.

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.

Requirements for Winter

The Contractor shall schedule a meeting with representatives from the City of Meriden 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, signing, and sidewalk maintenance for pedestrian passage.

Signing Patterns

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

Dust Control

The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the street free of accumulations of sand or similar materials, to a level acceptable to the Engineer or City of Meriden. No additional payment will be made for this work.

Snow and Ice

When ordered by the Engineer or City of Meriden, the Contractor shall remove snow and take care of ice on temporary, new and existing sidewalks within the limits of the project. No additional payment will be made for this work.

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.

Cook Avenue (Route 71)

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.

All Other Roadways

The Contractor shall install permanent Painted Pavement Markings in accordance with Section 12.09 entitled "Painted 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 ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.

7.b) CMS should not be installed within 1000 feet of an existing CMS.

7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.

7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.

7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.

7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).

7.g) The CMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).

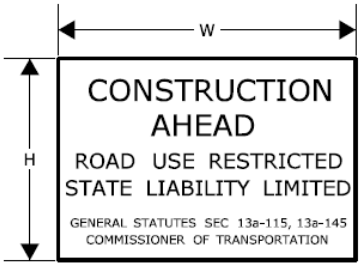
7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs. For special signs, please coordinate with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.

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

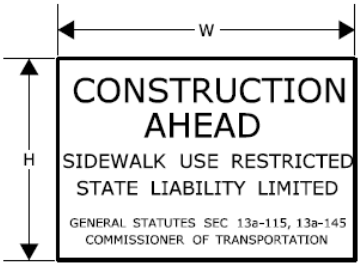
Message No.	Frame 1	Frame 2	Message No.	Frame 1	Frame 2
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	WORKERS ON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

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

SERIES 16 SIGNS



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



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

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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

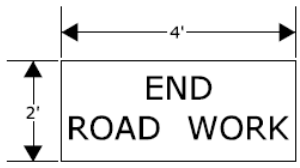
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

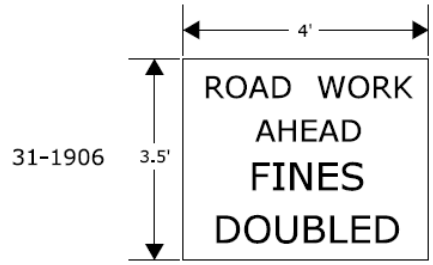
THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHERE THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

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

"END ROAD WORK" SIGN

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





SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

PRINCIPAL ENGINEER

ITEM #097100XA

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.

2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.

3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.

4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.

5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.

6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.

7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).

8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.

9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.

10 SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

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

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

NOTES

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

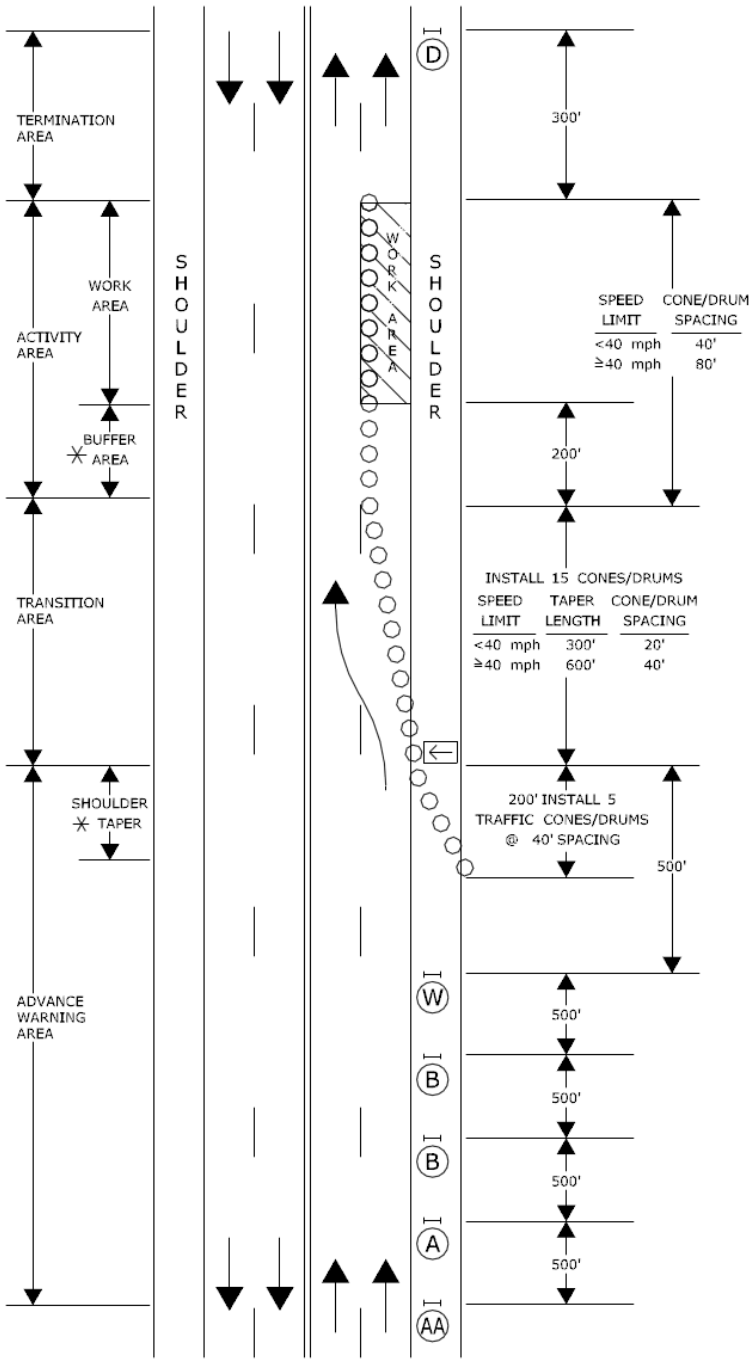
Charles S. Harlow
2012.06.05 15:50:35-04'00'

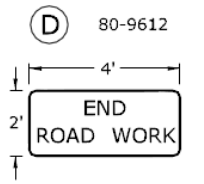
PRINCIPAL ENGINEER

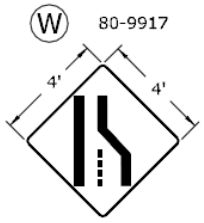
ITEM #097100XA

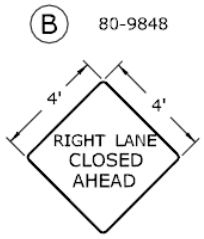
WORK IN RIGHT LANE - 4 LANE UNDIVIDED HIGHWAY

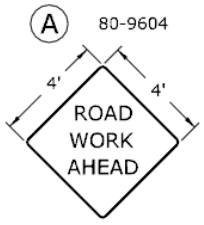
SIGN FACE
86 SQ. FT (MIN.)

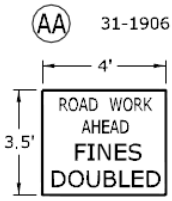












○ TRAFFIC CONE **OR** TRAFFIC DRUM
✳ OPTIONAL ⊗ TRAFFIC DRUM ⊢ PORTABLE SIGN SUPPORT
⇦ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 10

SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

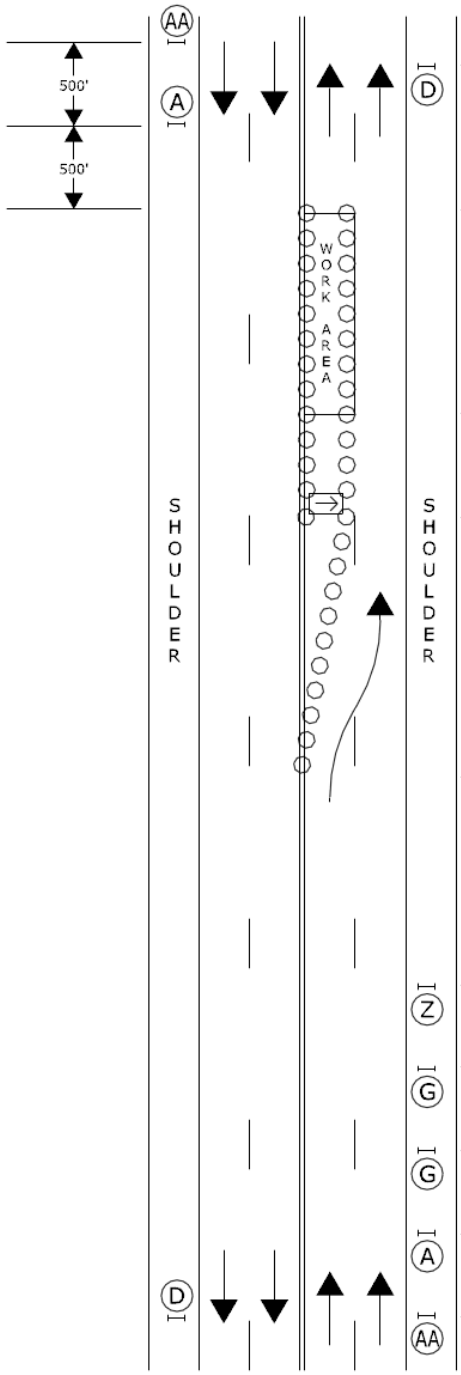
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

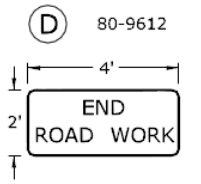
APPROVED _____ Charles S. Harlow 2012.06.05 15:54:15-04'00'
PRINCIPAL ENGINEER

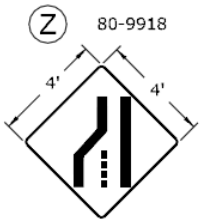
ITEM #097100XA

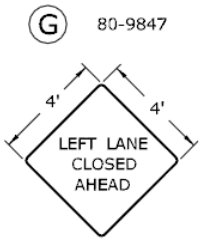
WORK IN LEFT LANE - 4 LANE UNDIVIDED HIGHWAY

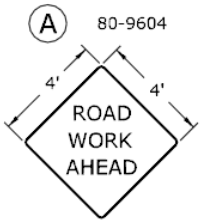
SIGN FACE
124 SQ. FT (MIN.)

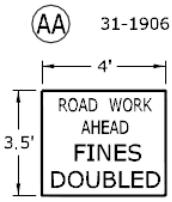












TRAFFIC CONE **OR** TRAFFIC DRUM
OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 11

SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

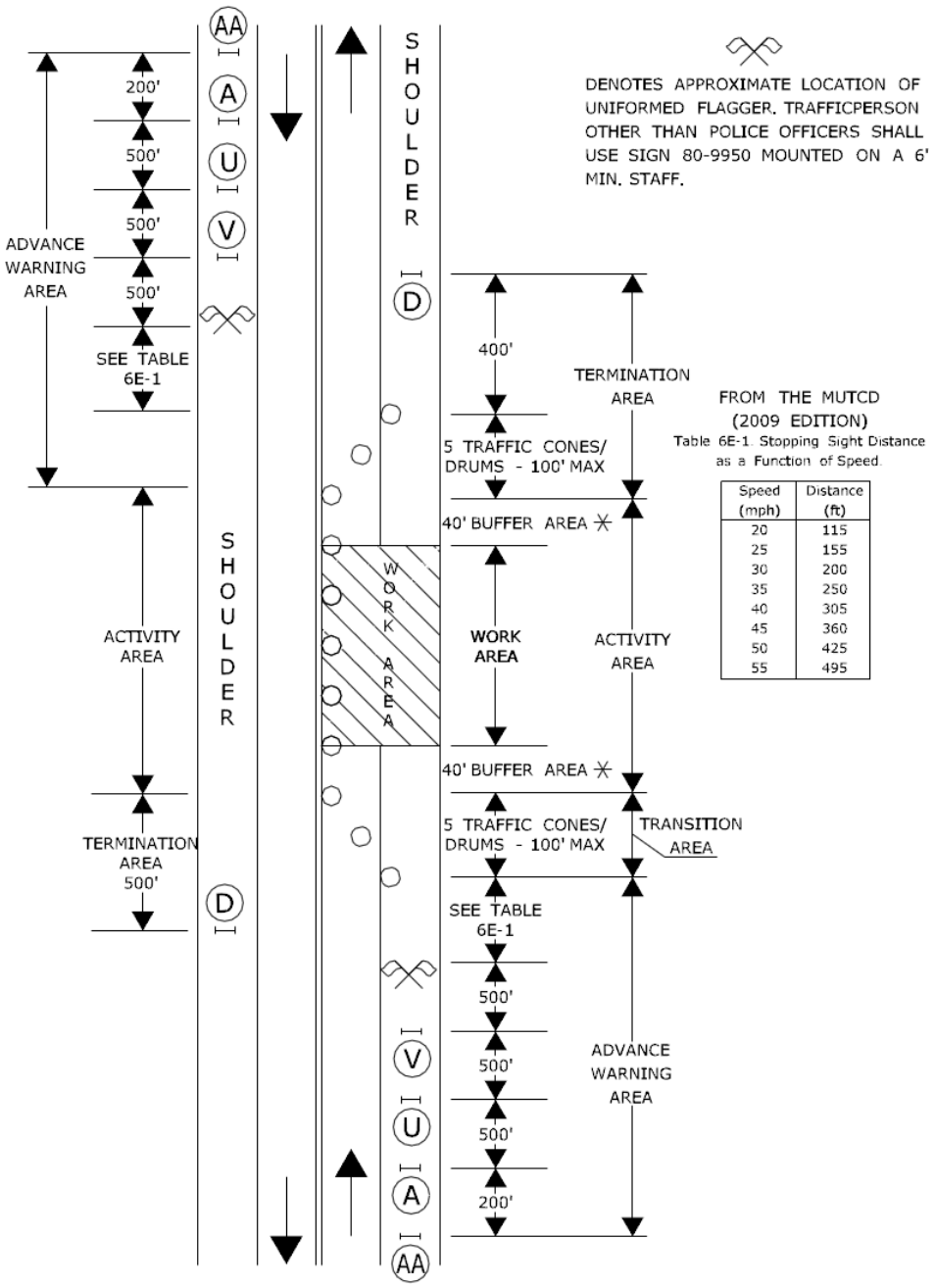
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:54:36-04'00'
PRINCIPAL ENGINEER

ITEM #097100XA

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

SIGN FACE
108 SQ. FT (MIN.)

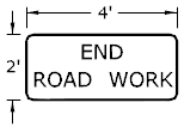


DENOTES APPROXIMATE LOCATION OF UNIFORMED FLAGGER. TRAFFICPERSON OTHER THAN POLICE OFFICERS SHALL USE SIGN 80-9950 MOUNTED ON A 6' MIN. STAFF.

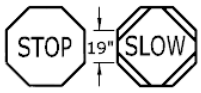
FROM THE MUTCD (2009 EDITION)
Table 6E-1 Stopping Sight Distance as a Function of Speed

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

D 80-9612



80-9950
SIDE A SIDE B

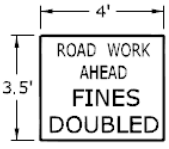


V 80-9803

U 80-9834

A 80-9603

AA 31-1906



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

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 13 - SHEET 1 OF 2

SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

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

ITEM #097100XA

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

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.

B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.

C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.

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

SCALE: NONE

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

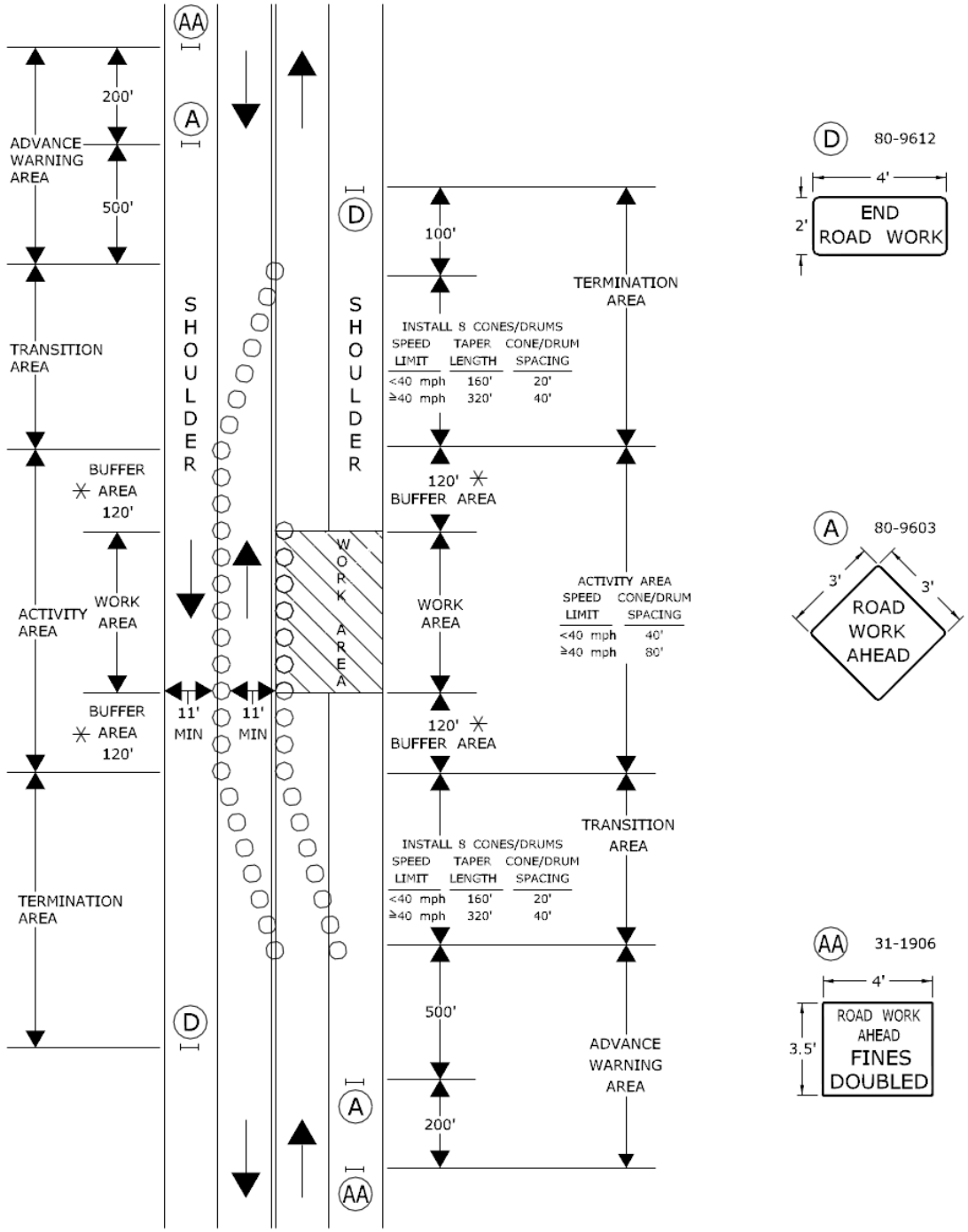
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

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

ITEM #097100XA

WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY

SIGN FACE
62 SQ. FT (MIN.)



D 80-9612

A 80-9603

AA 31-1906

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

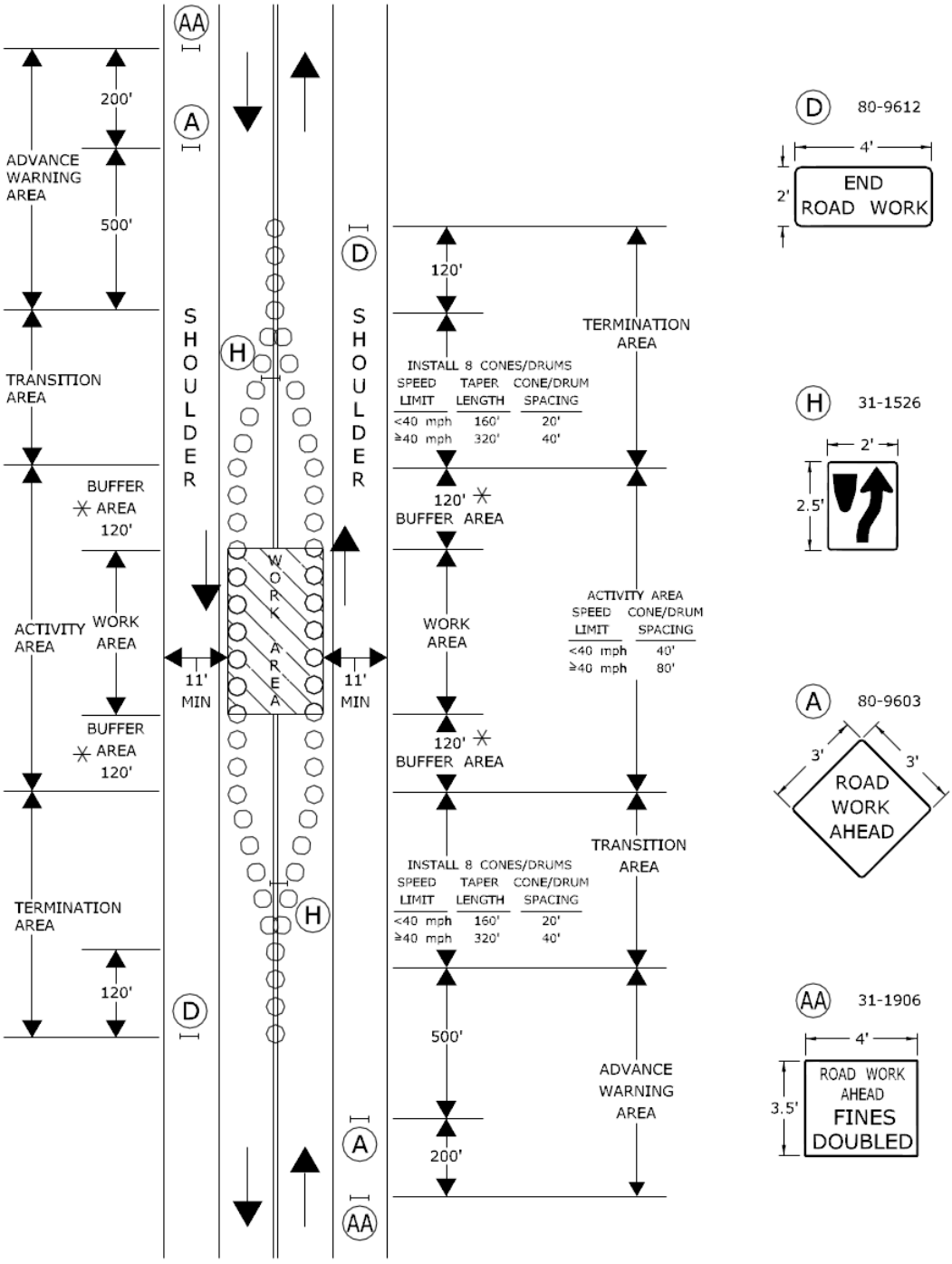
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:56:29-04'00'
PRINCIPAL ENGINEER

ITEM #097100XA

WORK IN MIDDLE OF ROADWAY
TWO LANE HIGHWAY

SIGN FACE
72 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 16

SEE NOTES 1, 2, 4, 6, 7, 8

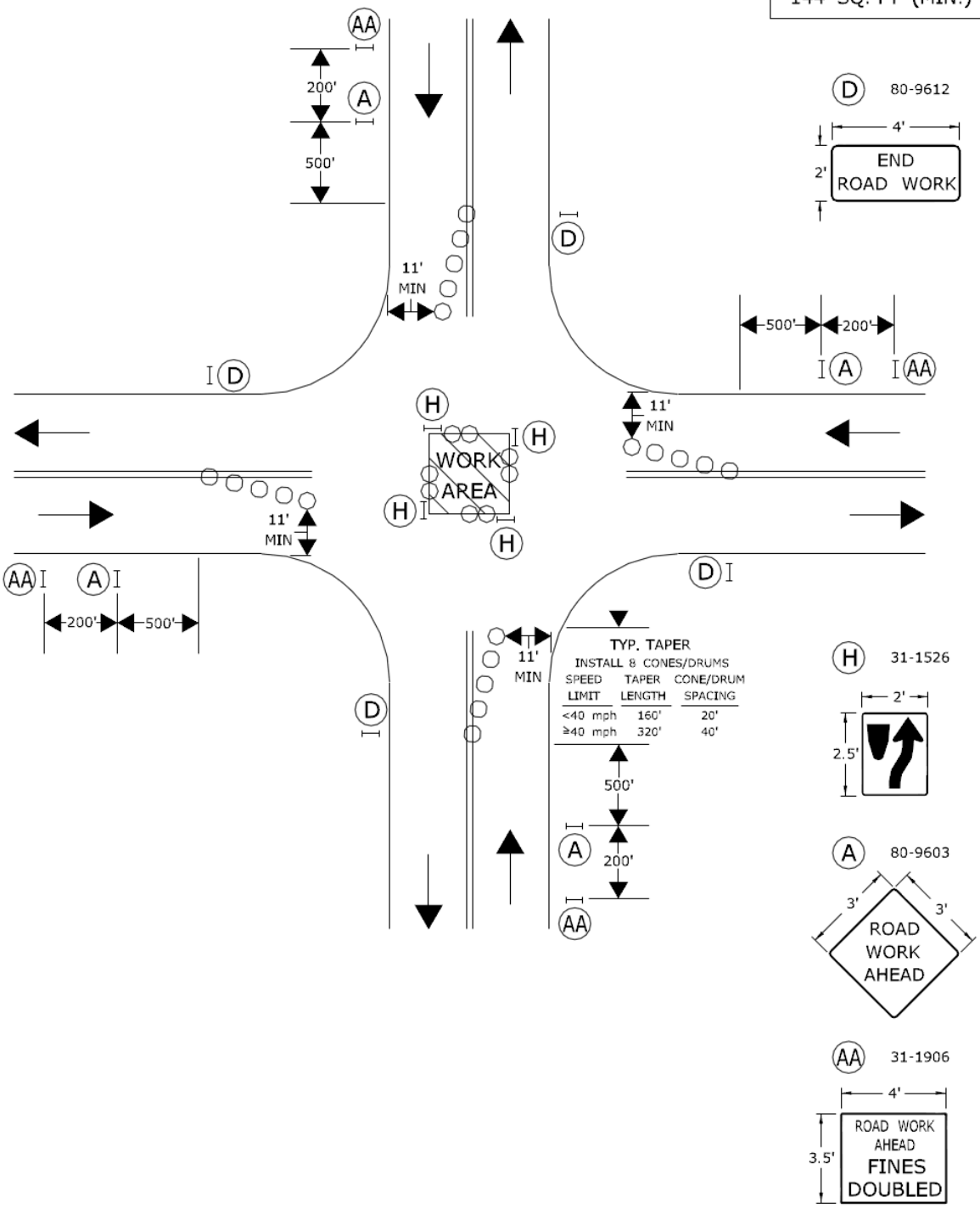
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:56:51-04'00'
PRINCIPAL ENGINEER

ITEM #097100XA

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 _____ PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:57:16-04'00'

ITEM #097100XA

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".

Maintenance and Protection of Traffic at the intersections of West Main Street at Colony Street and Hanover Street at Colony Street and Perkins Street for their full traffic signal equipment replacement including signing and pavement markings shall be paid under items #0971002A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT A and #0971003A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT B respectively.

Maintenance and Protection of Traffic at the intersections of West Main Street at Colony Street and Hanover Street at Colony Street and Perkins Street for their controller, signing, and pavement markings replacement shall be paid under items #0971005A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT D and #0971006A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT E respectively.

Maintenance and Protection of Traffic at the intersections of West Main Street at Church Street for their controller, signing, and pavement markings replacement shall be paid under item #0971004A – MAINTENANCE AND PROTECTION OF TRAFFIC – ALT C.

Maintenance and Protection of Traffic at all other locations under the base bid shall be paid under item #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC.

ITEM #0979004A – CONSTRUCTION BARRICADE DETECTABLE

Section 9.79 is supplemented and amended as follows:

09.79.01—Description:

Replace the entire Article with the following:

Under this item the Contractor shall furnish all Construction Barricade Detectable required on the Project as stated in the item "Maintenance and Protection of Traffic," as shown on the plans, and as directed by the Engineer.

The Construction Barricade Detectable shall conform to the following:

1. have continuous detectable bottom and top surfaces able to be detected by a person with a visual disability traveling with the aid of a long cane;
2. the bottom of the bottom surface shall be no higher than 2 inches above the ground;
3. the top of the top surface shall be no lower than 32 inches above the ground;
4. the requirements of the 2016 AASHTO MASH.

09.79.02—Materials:

Delete the last sentence and add the following:

Prior to using Construction Barricade Detectable on the Project, the Contractor shall submit to the Engineer a copy of the Eligibility Letter issued by the FHWA to the manufacturer documenting that the barricades comply with the requirements of the 2016 AASHTO MASH and are eligible for reimbursement under the Federal-aid highway program.

Pay Item	**Pay Unit**
Construction Barricade Detectable	ea.

ITEM# 0992092A REMOVE AND STACK BRICK PAVERS

DESCRIPTION:

Work under this item shall include the removal, delivery, and stacking of all non-damaged, salvaged brick pavers. The City of Meriden Engineering Department shall be contacted at 203-630-4018 to inspect material and arrange delivery to 55 Michael Drive, Meriden, CT.

METHOD OF MEASUREMENT:

This work will be measured for payment by the actual number of square feet of brick pavers removed, delivered, and stacked to 55 Michael Drive, Meriden, CT.

BASIS OF PAYMENT:

The work associated with removal, delivery, and stacking of existing brick pavers shall be measured and paid for each square foot removed under the item "Remove and Stack Brick Pavers" as listed in the bid proposal. The payment for removal, delivery, and stacking of existing brick pavers shall include removal and storage, delivery, stacking, refilling, disposal of surplus materials, all materials, tools, equipment, and labor necessary to complete the excavation and removal in conformity with the plans, or as specified.

Item No.	Description	Unit
0992092A	REMOVE AND STACK BRICK PAVERS	SF.

ITEM #1001001A – TRENCHING AND BACKFILLING

Section 10.01 is amended as follows:

10.01.01 – Description: *Add after the first paragraph:*

Rock, insofar as it applies to trenching and backfilling, shall be defined as rock in definite ledge formation, boulders, or portions of boulders, cement masonry structures, concrete structures, reinforced concrete pipe, Portland cement concrete pavement or base, of 1/2 c.y. or more in volume, removed as indicated or directed from within the payment lines for trench excavation.

Revise the third paragraph to add:
"processed aggregate base, granular fill, suitable backfill material" after "crushed stone".

10.01.02 – Materials: A*dd the following*:

Processed Aggregate Base shall be as specified in M.05.01.
Granular fill shall be specified in M.02.01

10.01.03 – Construction Methods: *Replace the fourth paragraph with the following:*

Where trenching occurs in riprap or crushed stone areas, the surface material shall be replaced in kind. Where trenching in bituminous concrete sidewalk or paved areas, the trench shall be sawcut and backfilled to within the depth from the surface required to replace the removed sidewalk or pavement structure, which shall then be replaced. Suitable backfill material and granular fill shall be used for sidewalks and processed aggregate base shall be used as backfill material for pavement or bituminous concrete surfaces. The edges of all trenches in paved surfaces shall be sawcut to neat lines prior to paving. All trenches in existing paved surfaces, which parallel the curb, shall be no more than 1 1/2 feet from the curb, or when no curb is present, the apparent edge of road. The exception shall be to avoid existing appurtenances such as catch basins, water gates, manholes etc.

10.01.04—Method of Measurement: *Replace the second sentence with the following:*

If rock, conforming to the description given under 10.01.01, is encountered, the Contractor shall strip it of sufficient overlying material to allow for proper measurement, and shall notify the Engineer that the rock surface is ready for measurement.

10.01.05 -- Basis of Payment: *Replace the second paragraph with the following*

It shall also include all sand encasement, suitable backfill material as illustrated on the plans or approved by the City of Meriden, processed aggregate base, granular fill, backfilling, grading, seeding, fertilizing, mulching, clean-up and disposal of surplus material, sawcutting sidewalks

and paved areas, as well as furnishing and installing curbing, riprap, crushed stone, topsoil, sidewalk, pavement or structure, as the case may be.

Replace the third paragraph with the following and remove the fourth paragraph entirely:

When rock, conforming to the description given under 10.01.01 is encountered within the limits of trenching, its removal will be classified; and the accepted quantities of rock in trench excavation will be paid for at the Contract unit price per cubic yard for "Rock in Trench Excavation." In the absence of a “Rock in Trench Excavation” item, the work will be compensated as extra work.

ITEM #1002201A – TRAFFIC CONTROL FOUNDATION – SPAN POLE
ITEM #1002202A – TRAFFIC CONTROL FOUNDATION – MAST ARM

Description: Work under this item shall consist of designing and constructing drilled shaft foundations for mast arm assemblies, in accordance with the details shown on the plans, in accordance with these specifications and as ordered by the Engineer.

Materials: The reinforcing steel shall be uncoated, ASTM A615, Grade 60 reinforcement conforming to the requirements of Article M.06.01.

The concrete for the drilled shaft shall conform to Section M.03 for Class PCC04460. The compressive strength of the concrete in the constructed foundation shall conform to the requirements of 6.01 – Concrete for Structures and M.03 – Portland Cement Concrete. The initial concrete slump shall be 7" ± 1". The concrete shall maintain a minimum 4" slump for the duration of the concrete placement. The concrete shall contain 4% - 7% air entrainment. The 28 day minimum compressive strength of the concrete in the constructed foundation shall be 4,000 psi. The concrete mix design, including admixtures, shall be submitted to the Engineer for approval.

The slurry shall be Contractor designed mineral slurry that meets the range of values listed herein. The slurry mix design, including admixtures, shall be submitted to the Engineer for approval.

Rigid metal conduit, ground rod sleeves and related hardware, and end caps shall be galvanized steel conduit, and shall conform to Article M.15.09.

Ground rods shall be 5/8" in diameter by 12'-0" long copper clad steel. The copper cladding shall be a minimum thickness of 0.128". The ground clamp shall be a square-head bolt type, approved for direct burial.

Bare copper wire shall conform to Article M.15.13.
Topsoil shall conform to Article M.13.01.
Fertilizer shall conform to Article M.13.03.
Seed mixture shall conform to Article M.13.04.
Mulch shall conform to Article M.13.05.
Erosion control matting shall conform to Article M.13.09.

Construction Methods: For the purpose of bidding this item, the Contractor shall assume that the subsurface conditions for each drilled shaft foundation location consists of cohesionless, medium dense, granular soil (AASHTO A-1 or A-2) with cobbles present and a high groundwater table which requires the use of wet construction/concreting methods. During excavation and construction of each foundation, should the Contractor encounter subsurface conditions that differ materially from those

assumed at the time of bid, the Contractor shall notify the Engineer. All matters regarding increased cost relating to an agreed upon change in subsurface conditions will be handled per Section 1.04.04 – Differing Site Conditions.

- The minimum number of longitudinal reinforcing bars shall be 9. The minimum size of longitudinal reinforcing bars shall be #9. The minimum clear distance between longitudinal reinforcing bars shall be no less than 5 times the maximum aggregate size or 5", whichever is greater. The reinforcement shall extend full length of the drilled shaft foundation, including the pedestal. Splicing of the longitudinal reinforcement is not permitted.

- The drilled shaft foundation shall be transversely reinforced with spirals or circular, one piece, enclosed ties. The minimum size of the transverse reinforcement shall be #4. The maximum spacing/pitch of the transverse reinforcement shall be no more than 6". The minimum spacing/pitch of the transverse reinforcement shall be no more than 4". The spiral reinforcement shall be terminated at the top and the bottom with 1 ½ turns of the reinforcing and a 135° standard hook. Spirals may be spliced with lap splices or mechanical connectors. For spirals, the minimum lap splice length shall be 1.7 times the tension development length (including modification factors) of the bar or 48 bar diameters, whichever is greater. For spirals, the mechanical connectors shall develop both in tension and compression 125% of the specified yield strength of the bar and conform to the latest edition of the AASHTO LRFD Bridge Design Specifications, including the latest interim specifications. For ties, the minimum lap splice length shall be no less than 1.7 times the tension development length (including modification factors) of the bar. Tie lap splices shall be alternated.

- The design of the foundation shall be coordinated with the traffic structure to avoid conflicts between the embedded support anchorage and the foundation reinforcement.

- The minimum diameter of the drilled shaft foundation shall be 36" with an embedment depth of at least 12 feet.

Prior to excavating for the foundation, the Contractor shall submit the following:

Reinforcing Steel Shop Drawings: Based on the accepted foundation design, the Contractor shall prepare reinforcing steel shop drawings for each foundation in accordance with Subarticle 1.05.02-3. The drawings shall be reviewed and stamped approved (or approved as noted) by the foundation designer. Four copies of each reviewed and stamped drawing shall be submitted to the Engineer at the District Construction office. One copy of each reviewed and stamped drawing shall be submitted to the project's "Engineer of Record".

Concrete and Slurry Mix Designs: The Contractor shall submit to the Engineer at the District Construction office the concrete mix design and the slurry mix design, including admixtures, for review.

Foundation Construction Procedure: The Contractor shall submit to the Engineer at the District Construction office a written foundation construction procedure outlining the equipment; drilling procedure for soil and rock, including removal of obstructions and removal of excavated spoils; temporary casing placement and removal; slurry placement; reinforcement, anchor bolt and conduit placement; and concrete placement required for the drilled shaft foundation construction for review. The procedure should include contingencies for the various soil, rock and subsurface water conditions that may be encountered during the foundation construction. Also required in this submission are the following.

The Engineer will evaluate the foundation construction procedure for conformance with the contract documents and will then notify the Contractor of any additional information required and/or changes necessary to meet the contract requirements. All procedural approvals given by the Engineer shall be subject to trial in the field and shall not relieve the Contractor of the responsibility to satisfactorily complete the work as detailed in the plans and specifications. The Contractor shall not commence construction of the drilled shafts until the Engineer has accepted the foundation construction procedure.

Excavations required for shafts shall be performed through whatever materials are encountered, to the dimensions and elevations shown on the plans or as ordered by the Engineer. The methods and equipment used shall be suitable for the intended purpose and materials encountered. Shaft excavation may be performed by combinations of auguring, rotary drilling, down-the-hole hammer, reverse circulation drilling, clamming, scraping, or other means approved by the Engineer. Generally, either the dry method, wet method, or temporary casing method may be used, as necessary, to produce sound, durable concrete foundation shafts free of defects. The Contractor shall select and use the method that is needed to properly accomplish the work, as determined by site conditions and subject to the approval of the Engineer. The Contractor is responsible for maintaining the stability of the shaft excavation during all phases of construction.

The dry method consists of drilling the shaft excavation, removing accumulated water and loose material from the excavation, and placing the shaft concrete in a relatively dry excavation. The dry construction method shall be used only at sites where the groundwater table and site conditions are suitable to permit construction of the shaft in a relatively dry excavation, and where the sides and bottom of the shaft are stable and may be visually inspected prior to placing the concrete. The use of the dry construction method is permitted if less than one foot of water accumulates in the bottom of a hole without pumping over a one hour period, the excavation remains stable and any loose material and water can be removed prior to placement of concrete.

The wet construction method shall be used at sites where a dry excavation cannot be maintained for placement of the shaft concrete. Wet construction methods consist of using a mineral slurry to maintain stability of the hole perimeter while advancing the excavation to final depth, placing the reinforcing cage and shaft concrete. This procedure may require desanding and cleaning the slurry; final cleaning of the excavation by means of a bailing bucket, air lift, submersible pump, or other devices; and placing the shaft concrete with a tremie. Unless it is demonstrated to the satisfaction of the Engineer that the surface casing is not required, temporary surface casings shall be provided to aid shaft alignment and position, and to prevent sloughing of the top of the shaft excavation. Surface casing is defined as the amount of casing required from the ground surface to a point in the shaft excavation where sloughing of the surrounding soil does not occur.

The temporary casing construction method shall be used at all sites where the dry or wet construction methods are inappropriate. Temporary casing construction method consists of advancing the excavation through caving material by the wet method. Temporary casing may be installed by driving or vibratory procedures in advance of excavation to the lower limits of the caving material. When a nearly impervious formation is reached, a casing is placed in the hole and sealed in the nearly impervious formation. After the drilling fluid is removed from the casing, drilling may proceed as with the dry method except that the casing is withdrawn when the shaft concrete is placed. If seepage conditions prevent use of the dry method, excavation is completed using the wet method. Temporary casing may be installed by driving or vibratory procedures in advance of excavation to the lower limits of the caving material. Slurry may be omitted if the casing can be installed with only minor caving of the hole.

If the Engineer determines that the foundation material encountered during excavation is unsuitable or differs from that anticipated in the design of the shaft, or if rock is encountered at an unanticipated elevation, the Contractor's foundation designer shall determine if the foundation embedment should be revised from that shown on the plans. If rock is encountered, the Engineer shall be notified to inspect and determine the elevation of the top of competent rock. Any revisions to the foundation embedment during construction shall be reviewed by the Engineer.

Excavated materials which are removed from the shaft excavation and any drilled fluids used shall be disposed of by the Contractor as directed by the Engineer and in accordance with Section 1.10.

Casings shall be metal, smooth, clean, watertight, and of ample strength to withstand both handling and driving stresses and the pressure of both concrete and the surrounding earth materials. The outside diameter of casing shall not be less than the specified size of the shaft. Temporary casings shall be removed while the concrete remains workable (i.e., a slump of 4" or greater). Before the casing is withdrawn and while the casing is being withdrawn, a 5'-0" minimum head of fresh concrete in the casing shall be maintained so that all the fluid trapped behind the casing is displaced upward without contaminating the shaft concrete. The required minimum concrete head may have to be

increased to counteract groundwater head outside the casing. Separation of the concrete by hammering or otherwise vibrating the casing, during withdrawal operations, shall be avoided. Casing extraction shall be at a slow, uniform rate with the pull in line with the shaft axis.

Slurry used in the drilling process shall be a mineral slurry. The slurry shall have both a mineral grain size that will remain in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. The percentage and specific gravity of the material used to make the suspension shall be sufficient to maintain the stability of the excavation and to allow proper concrete placement. The level of the slurry shall be maintained at a height sufficient to prevent caving of the hole.

The mineral slurry shall be premixed thoroughly with clean fresh water at a temperature above 41° F and adequate time allotted for hydration prior to introduction into the shaft excavation. The elevation of the slurry within the shaft foundation shall be maintained within 24" of the top casing and at least 48" above the existing water level during drilling and until the concrete placement is essentially complete. The slurry properties shall be maintained at all times, including non-working periods and stoppages. The slurry shall be circulated and agitated, continuously if necessary, to maintain the slurry properties and to prevent it from setting up in the shaft.

The Contractor, in the presence of the Engineer, shall perform control tests on the slurry to ensure that the density, viscosity, and pH fall within the acceptable limits tabulated below. The Contractor shall provide all equipment required to perform the tests. If desanding is required, sand content shall not exceed 4% (by volume) at any point in the shaft excavation as determined by the American Petroleum Institute sand content test.

Range of Values (at 68°F)

Property (Units)	Time of Slurry Introduction	Time of Concreting (in Hole)	Test Method
Density (pcf)	64.3 to 69.1	64.3 to 75.0	Density Balance
Viscosity (seconds per quart)	28 to 45	28 to 45	Marsh Cone
pH	8 to 11	8 to 11	pH paper or meter

The control tests to determine unit weight (density), viscosity, and pH values of the slurry shall be done during the shaft excavation to establish a consistent working pattern.

Prior to placing shaft concrete, slurry samples shall be taken from the bottom and at intervals not exceeding 10'-0" for the full height of slurry. Any heavily contaminated slurry that has accumulated at the bottom of the shaft shall be eliminated. The mineral slurry shall be within specification requirements immediately before shaft concrete placement.

The hole shall be covered when left unattended.

After completing the shaft excavation, all loose material existing at the bottom of the hole shall be removed.

Prior to placing the reinforcement into the shaft, the Contractor, in the presence of the Engineer, shall determine the shaft dimensions, depth and alignment of the shaft. The concrete shaft shall not be out of plumb by more than ¼ inch per foot of depth. The Contractor shall provide all equipment necessary for checking the shaft excavation. The Engineer shall inspect the shaft and verify that it has been properly cleaned.

The reinforcing steel shall be fabricated and assembled in accordance with Article 6.02.03. All reinforcement shall be assembled with wire ties. Welding to assemble the reinforcement is not permitted.

Immediately after the shaft excavation has been inspected and approved by the Engineer and prior to placement of the concrete, the assembled reinforcing steel cage, including cage stiffener bars, spacers, centralizers, and other necessary appurtenances, shall be carefully placed into the shaft excavation as a unit. Dropping or forcing cages into the shaft will not be allowed. The reinforcing steel in the shaft shall be tied and supported so that the reinforcing steel will remain within allowable tolerances of its intended position until the concrete will support the reinforcing steel. When concrete is placed by tremie methods, temporary hold-down devices shall be used to prevent uplifting of the reinforcing steel cage during concrete placement. Concrete spacers or other approved noncorrosive spacing devices shall be used at sufficient intervals not exceeding 5'-0" along the shaft to insure concentric location of the cage within the shaft excavation. When the size of the longitudinal reinforcing steel is larger than a #8 bar, such spacing shall not exceed 10'-0". After placement of the reinforcing cage, the Engineer shall inspect the shaft to ensure that it has remained clean. If the inspection indicates that loose material has accumulated at the bottom of shaft excavation, the Contractor shall remove the reinforcing cage and reclean the shaft.

If directed by the Engineer, the top of the shaft shall be formed square with the length of the sides matching the diameter of the shaft.

Concrete construction shall conform to Subarticle 6.01.03-2,3,4,5 and 6 as amended herein.

Concrete shall be placed in the shaft excavation as soon as possible, but no more than 4 hours after completion of excavation and cleaning of the bottom of the excavation, and no more than 2 hours after placement of the reinforcing steel cage. Concrete shall be placed in a continuous operation to the top of the shaft. The concrete level shall be horizontal during the pouring operations. Concrete placement shall continue after the shaft is full until good quality concrete is evident at the top of the shaft. The elapsed time from the beginning of concrete placement in the shaft to the completion of placement shall not exceed 2 hours.
In dry construction, concrete shall be placed in a single continuous operation with the flow

of concrete down the center of the shaft excavation so as to consolidate the concrete on impact. During placement operations, the concrete is not permitted to hit the reinforcing steel. A drop chute, consisting of a hopper and flexible hose, may be used to direct the concrete down the center of the foundation and prevent the concrete from hitting the reinforcing steel. Accumulated water shall be removed before placing the concrete. At the time of concrete placement, no more than 2" of water may exist at the bottom of the excavation and loose sediment no more than ½" over one-half the base is acceptable.

In wet (slurry) construction, concrete to be placed by the tremie method, where the concrete displaces the slurry from bottom of the excavation to the top. The concrete shall be placed through a top metal hopper and into a rigid leak-proof elephant trunk tremie tube, sufficiently large enough to permit free flow of concrete. The tremie tube shall be positioned so that it can be removed without disturbing the reinforcing. Initially, the discharge end of the tremie tube shall be sealed closed (plugged) to prevent slurry from entering the tube after it is placed in the excavation and before the tube is filled with concrete. After concrete placement has started, the tremie tube shall be kept full of concrete to the bottom of the hopper to maintain a positive concrete head. The flow of concrete shall be induced by slightly raising the discharge end of the tube, always keeping the tube end in the deposited concrete. No horizontal movement of the tremie tube will be permitted.

The shaft concrete shall be vibrated or rodded to a depth of 5'-0" below the ground surface except where soft uncased soil or slurry remaining in the excavation will possibly mix with the concrete.

Exposed concrete shall be cured and finished in accordance with Subarticle 6.01.03-7, 9 and 10.

Anchor bolt assemblies shall be embedded in the concrete as shown on the Contract plans. A template plate shall be used to hold the anchor bolt assemblies, conduits, and ground rod sleeve in the correct position. The anchor bolts shall be installed plumb.

All conduit ends terminating below grade shall be capped with a malleable iron cap. All above- grade conduit ends shall be terminated with an insulated bonding bushing with tinned insert.

Ground rod and ground wire shall be installed as shown on the plans.

No construction operations that would cause soil movement adjacent to the shaft, other than mild vibration, shall be conducted for at least 48 hours after shaft concrete has been placed.

The top of the foundations shall be backfilled, and the adjacent disturbed ground surfaces restored to match the surrounding area after the concrete has cured and the forms are removed.
Where required, placement of topsoil shall conform to Articles 9.44.01 and 9.44.03. Turf establishment shall conform to Article 9.50.03.

The mast arm and span pole assemblies shall not be erected on the foundation until the concrete in the shaft has attained a 28 day compressive strength, f'c, greater than or equal to 4,000 psi.

The Contractor shall control drilled shaft operations in a way that will prevent damage to existing structures or utilities, in accordance with Articles 1.07.09 and 1.07.13. Preventive measures shall include, but are not limited to: selecting construction methods and procedures to prevent caving of the shaft excavation; and that will include monitoring and controlling the vibrations from construction activities such as the driving of casing or sheeting, drilling of the shaft, or from any blasting that the Contract or the Engineer may have permitted.

Method of Measurement: This work will be measured for payment by the number of foundation units, each completely installed and accepted.

Basis of Payment: The work will be paid for at the contract unit price each for "Traffic Control Foundation – Span Pole," and "Traffic Control Foundation – Mast Arm," completed and accepted in place, which price shall include all equipment, materials, tools, labor, temporary casing and incidental to the subsurface exploration, fabrication, construction and disposal of drilling spoils, of the foundations at the locations specified on the plans. The contractor shall have means and methods for encountering high ground water tables, and removal of boulders or portions of boulders, rock in definite ledge formation, cement masonry structures, concrete structures, or Portland cement within the drilled shaft footprint, which shall be incidental to this item.

Backfilling and restoration of adjacent ground surfaces (pavement, sidewalks, slope protection, topsoil & seed, etc.) in all areas disturbed by the work will not be paid for separately but will be included as part of the work. The Engineer will determine the type, thickness, and horizontal limits of the surfaces to be restored.

Pay Item	Pay Unit
Traffic Control Foundation-Mast Arm	EA.
Traffic Control Foundation-Span Pole	EA.

ITEM# 1008908A - CLEAN EXISTING CONDUIT

Description:

Clean existing conduit as required, as shown on the plans or as directed by the Engineer to remove dirt and debris to facilitate the installation of new cable.

Construction Methods:

Where cable is to be installed in existing conduit the conduit may have to be cleared prior to the installation. Cleaning will only be necessary if the new cable cannot be easily installed in the existing conduit. By field inspection, and with the concurrence of the Engineer, determine the sections of conduit that require cleaning.

Remove all existing cable from conduit. Install temporary cable elsewhere, as necessary, to maintain normal signalization complete with vehicle & pedestrian detection, EVPS, and coordination. Clean the conduit by one of the following methods:

1) Rodding.
2) A high pressure jet spray, or air pressure.
3) By pulling a mandrel or ball through the conduit.

Submit in writing the anticipated method of cleaning the conduit to the Engineer for approval prior to cleaning any conduit.

If the conduit is found damaged to any extent that the cleaning process will not clear the obstruction, it will be the judgment of the Engineer whether to replace the entire conduit run or excavate and replace only the damaged section.

If the existing conduit is found to be missing hardware such as bonding bushings and bond wire, the missing material shall be provided and installed under this item prior to installation of the cable.

Method of Measurement:

This work shall be measured from termination point to termination point. This work shall be measured for payment on actual number of linear feet (meters)..

Basis of Payment:

The work under the Item “Clean Existing Conduit” shall be paid for at the contract unit price per linear foot (meters), which price shall include all material, tools, equipment, labor, and work incidental thereto. Work pertaining to temporary operation shall be paid for under Item 1118xxxA - Temporary Signalization (Site X). Replacement of any damaged conduit shall be paid for under the applicable conduit item.

Pay Item	Pay Unit
Clean Existing Conduit	l.f. (m)

ITEM #1010060A – CLEAN EXISTING CONCRETE HANDHOLE

DESCRIPTION:

Clean all debris from an existing concrete handhole where shown on the plans or as directed.

MATERIAL:

Insulated Bonding Bushings:
- Specification Grade
- Threaded
- Malleable Iron or Steel
- Galvanized
- UL listed

Bonding Wire:
- M.15.13

Grout:
- M.03.05

CONSTRUCTION METHODS:

Remove to a level even with the bottom of the handhole all sand, silt and other debris. Remove any material that is accessible from the ends of conduit. Additional conduit cleaning will be paid for under Item 1008908A-Clean Existing Conduit. Place approximately 4" (100) of ¾" (19) crushed stone in bottom of handhole using care not to allow crushed stone to enter conduits. Grout around conduits to prevent future entrance of dirt and silt. Properly dispose all removed debris. Inspect bonding bushings. Tighten loose bushings. Secure loose bond connections. Install new bonding bushings on spare conduits and bond to other conduits.

METHOD OF MEASUREMENT:

This work will be measured for payment by the number of concrete handholes cleaned, complete and accepted.

BASES OF PAYMENT:

This work will be paid for at the contract unit price each for "Clean Existing Concrete Handhole", which price shall include the removal and disposal of debris from handhole and associated conduit, crushed stone, grout, bonding bushings, bonding wire, and all equipment and work incidental thereto.

Pay Item	Pay Unit
Clean Existing Concrete Handhole	Each (Ea)

ITEM #1015034A – GROUNDING AND BONDING

Description:
The contractor shall perform a 3 point fall-of-potential ground resistance test at each Traffic Signal Controller cabinet foundation and provide corrective action when required.

MATERIAL:
- No. 6 Bare Copper Grounding Conductor
- 5/8" X 10’ Ground Rod
- Bronze Grounding Clamp
- Crimp Type Electrical Connector
- Miscellaneous Electrical Tools

Construction Methods:

1. Ground Resistance Test Procedure:
   Perform 3 point fall-of-potential ground resistance test at each Traffic Signal Controller cabinet foundation in accordance with Standard Sheet TR-1000_01 and submit the results to the Engineer. When the results of the test are unsatisfactory, provide corrective action as indicated on the Standard Sheet. The Contractor shall prepare a corrective plan and a list of items necessary for the plan. If authorized by the Engineer, this work will be considered “Extra Work” under Article 1.09.04.

Method of Measurement:
The installation of the Ground Rod, Ground Wire and Bonding and testing shall be paid once per site at the contract Lump Sum price.

Basis of Payment: This work shall be paid for at the contract lump sum price for "Grounding and Bonding". This price shall include the installation of No.6 Bare Copper Ground Wire, 5/8”X10’ Ground Rod, miscellaneous electrical tools, all equipment and work incidental thereto.

Pay Item	Pay Unit
Grounding and Bonding	L.S.

ITEM# 1017030A - SERVICE

Description:

This item includes coordination activities with The Connecticut Light and Power Company doing business as Eversource Energy - Electric Distribution and the City of Meriden and hiring and paying for the electric manhole connection and conduit stub to facilitate installation of the service cable. This item also includes other incidental work associated with providing the electric service to the unmetered controller and removing service from the existing controller.

Construction Methods:

Contact the Eversource Energy representative for exact requirements of the electric service. All installation charges required for an underground service connection are the responsibility of the Contractor, including procuring Eversource and/or one of their approved contractors to provide the connection to the manhole and a conduit stub. The connection to the manhole shall be performed by Eversource, or an authorized contractor. When the work is complete, but prior to connecting the service cable, notify the City of Meriden and the Engineer to inspect and confirm that the work complies with all codes, including the National Electric Code. Following the inspection, contact the power company to schedule the connection.

At the time when the new traffic signal is fully operational, contact the Eversource Energy representative to disconnect the electrical service for the existing traffic signal to be removed. All installation charges for the removal of the underground service connection are the responsibility of the Contractor, including procuring Eversource and/or one of their approved contractors to remove the connection to the manhole. The disconnection at the manhole shall be performed by Eversource, or an authorized contractor.

Comply with the National Electric Code (NEC), Public Utility Regulatory Authority (PURA), and the serving power company requirements. Ensure all circuit breakers are off when service is connected by the utility company. The work must be inspected and approved by the Engineer or his designated representative prior to scheduling a service connection. Record the meter number and the date service is connected for billing purposes.

<u>Service Request</u>

- Traffic Signal on State Road: Contact the CTDOT Traffic Electrical office to complete the necessary service request forms.
- Traffic Signal on Town Road: Complete all necessary request forms and forward to the appropriate power company office.

Method of Measurement:

This work will be measured for payment by the number of new electric services, completed with service connected, and accepted in place.

Basis of Payment:

This work will be paid for at the Contract unit price per each for "Service" complete and accepted in place. The price shall include payment to Eversource and/or their approved contractor for work associated with the electric manhole connection and removal of the existing service. The price shall also include the direct-buried ground clamp, bonding wire, pull rope, excavation, coordination, all material, equipment, tools, labor and incidentals necessary.

Pay Item	Pay Unit
Service	Each (Ea)

ITEM #1102002A - 8' ALUMINUM PEDESTAL

ITEM #1102008A - 4'-4" ALUMINUM PEDESTAL

ITEM #1102010A - 12' ALUMINUM PEDESTAL

Add the following:

All pedestal assemblies shall be powder coated black.

The color of the finish coat for the complete aluminum pedestal assembly and all hardware shall be BLACK, No. 17038, Federal Standard No. 595. The Contractor shall submit color samples to the City of Meriden Engineer or their representative.

ITEM #1103022A - 30' STEEL SPAN POLE
ITEM #1114106A - SPAN WIRE, HIGH STRENGTH

Description: Work under this item shall consist of designing, fabricating and installing a steel span pole to carry traffic appurtenances (such as traffic signals or signs), of the type specified, on a prepared foundation, in accordance with the details shown on the plans and as ordered by the Engineer. Work under this item shall also include designing and installing a steel span wire, at the locations indicated, in accordance with the details shown on the plans and as ordered by the Engineer.

Materials: The tubular components, such as the pole, arm and luminaire arm, and the steel for the handhole reinforcement, shall conform to ASTM A572 of steel with a minimum yield stress of 65,000 psi (448 MPa). The steel shall meet the following notch toughness requirements: of ASTM A572, Grade 65F2 (ASTM A572M, Grade 448F2).

The structural plate components, such as the baseplates and handhole frames shall be made of steel that conforms to the requirements of ASTM A572, Grade 50.

Anchorage plates shall conform to the requirements of ASTM A572, Grade 50.

The steel for pole members and structural plate components, such as the baseplates and handhole frames, shall meet Charpy V-notch impact testing requirements for non-fracture critical members in Zone 2 and the following:

Yield Strength	Thickness in.	Minimum Average Energy, ft.-lbf
$F_y \leq$ 36 ksi	$\leq$ 4	15 at 40ºF
36 ksi < $F_y \leq$ 50 ksi	$\leq$ 2	15 at 40ºF
36 ksi < $F_y \leq$ 50 ksi	2 < t $\leq$ 4	20 at 40ºF
50 ksi < $F_y \leq$ 70 ksi	$\leq$ 4	15 at -20ºF
Charpy V-notch sampling and testing shall be in accordance with AASHTO T243, "H" piece frequency.		

The non-structural components, such as hand hole covers, caps, and anchor bolt cover, shall be made of steel with minimum yield stress of 36,000 psi.

The filler metal shall have a matching strength relationship with the base metal.

All high strength bolts shall conform to ASTM A325, Type 1. Nuts shall conform to ASTM A563, Grade DH. Circular, flat, hardened steel washers shall conform to ASTM F436. The bolts, nuts and washers shall be galvanized in accordance with ASTM A153 or

ASTM B695, Grade 50. The nuts shall be overtapped to the minimum amount required for the bolt assembly and all surfaces of the nuts shall be lubricated with a lubricant containing a

visible dye of any color that contrasts with the color of the galvanizing. The high strength bolts shall conform to the requirements of Subarticle M.06.02-3.

The decorative base and wall mount light arm brackets shall conform to Spring City Manufacturer or approved equal. The Northampton base and the Washington Ornate decorative light arm shall be cast ductile iron and conform to ASTM A536-84, Grade 64-45-12.

The anchor bolts shall conform to ASTM F1554, Grade 105. The nuts shall conform to ASTM A563, Grade DH. The washers shall conform to ASTM F436. The bolts, nuts and washers shall be galvanized in accordance with ASTM A153. The nuts shall be overtapped to the minimum amount required for the bolt assembly and all surfaces of the nuts shall be lubricated with a lubricant containing a visible dye of any color that contrasts with the color of the galvanizing. Prior to shipping the anchor bolts, the nuts and washers shall be installed by hand on the anchor bolts to ensure that the nuts can be run on the threads. Only anchor bolts on which the nuts are free running shall be shipped. The anchor bolts shall be shipped with the nuts and washers on the threads.

All steel components, including anchor bolts, shall be completely hot-dip galvanized, after fabrication, in accordance with ASTM A123 or ASTM A153, as applicable. Repairs to damaged areas of the hot-dip galvanized coatings shall conform to the requirements of ASTM A780 amended as follows:

> Paints containing zinc dust, if used for repairs, shall contain either between 65% to 69% metallic zinc by weight or greater than 92% metallic zinc by weight in dry film.

The silicone sealant shall be a 1-component, 100% silicone sealant recommended for use with galvanized steel.

Neoprene gasket material for the access openings shall conform to ASTM D1056, Grade 2A2 or 2A3. Other grades of neoprene approved by the Engineer may be used.

Closed cell elastomer for sealing the space between the foundation and base plate shall conform to ASTM D1056, Grade 2A2 or 2A3 and shall have a pressure-sensitive adhesive backing on one side for adhesion to steel. Closed cell elastomer contained within the anchor bolt pattern shall not interfere with the anchor bolt leveling nuts and shall not block the opening in the base plate.

Bare copper grounding conductor shall be #8 AWG stranded bare copper wire conforming to Section M.15.13. The grounding bolt shall be stainless steel with a hex head.

Steel span wire shall conform to Article M.16.15.

All materials used in the finished structure shall be new. The use of materials that have been previously used in a structure or salvaged from a structure is not permitted.

The Contractor shall submit Certified Test Reports and Materials Certificates in conformance with Article 1.06.07 for the steel used for span pole members and structural plate components, high-strength bolts (including nuts and washers) and anchor bolts (including nuts and washers). The Certified Test Reports shall include the following:

a. Mill test reports that indicate the place where the material was melted and manufactured.

b. High-strength bolt test results for proof load tests, wedge tests, and rotational- capacity tests that indicate where the tests were performed, date of tests, location where the components were manufactured and lot numbers.

c. Galvanized material test results that indicate the thickness of the galvanizing.

Prior to incorporation into the work, the Contractor shall submit samples in conformance with Article 1.06.02 for the steel used for span pole members and components, high-strength bolts (including nuts and washers) and anchor bolts (including nuts and washers).

Construction Methods: The design and fabrication of the span pole, including its anchorage (into the foundation), and the design of the span wire shall conform to the requirements of the latest edition of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, including the latest interim specifications, available prior to the advertising date of the Contract, amended as follows:

1. The design wind speed shall be 120 mph. The calculation of wind pressures in accordance with Appendix C is not permitted.

2. The minimum design life shall be 50 years.

3. The wind importance factor, I_r, for wind pressure shall be 1.00.

4. The span pole and span wire shall be designed to support free swinging traffic signals and signs. The wind drag coefficient for traffic signals and luminaires shall be no less than 1.2.

5. The maximum stress ratio (the ratio of the computed stress to the allowable stress) or combined stress ratio (CSR) in any span pole component or in any

span wire due to each group load shall not exceed 0.90. The purpose for limiting the stress ratio is to allow for future additional appurtenance configurations.

6. The span pole shall be designed to support a span wire with a sag no greater than 5% of the span. For definitions of sag and span, refer to Appendix A in the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

7. The span wire properties shall conform to Article M.16.15. All span wires in a span pole configuration shall be the same diameter

8. The maximum diameter of the pole at the base shall be12 in.

9. The minimum wall thickness of the pole shall be 0.375 in. The wall thickness of the pole shall be uniform throughout its length. Joining 2 tubular members together with a circumferential weld to fabricate a pole is not permitted. The use of shop-fabricated stepped members is not permitted. The use of multiple plies (laminations) to obtain the required pole thickness is not permitted.

10. The span pole shall be a tubular round member.

11. Slip-type field splices are not permitted in the pole.

12. The pole shall be fabricated with no more than 2 longitudinal seam welds.

13. The longitudinal seam welds within 6 in. of the member ends shall be complete joint penetration groove welds.

14. Non-destructively test 100% of partial joint penetration longitudinal seam welds in accordance with the magnetic particle method. Non-destructively test 100 % of complete joint penetration seam welds in accordance with the ultrasonic method.

15. All tubular member to transverse plate connections shall be made with a complete joint penetration groove weld with a backing ring attached to the plate with a continuous fillet weld. Non-destructively test 100% of the complete joint penetration groove welds by the ultrasonic method after fabrication and prior to galvanizing. Non-destructively test 100% of the complete joint penetration groove welds by the ultrasonic method for toe

cracks after galvanizing. Non- destructively test 100% of backing ring fillet welds by the magnetic particle method after fabrication prior to galvanizing. After galvanizing, the joint between the backing ring and tubular member shall be sealed with silicone sealant to prevent the ingress of moisture.

16. The strength of a connection made with a complete joint penetration groove weld shall be no greater than the strength of the base metal. In connections joining base metal with different yield strengths, the base metal with the lower yield strength shall govern the design.

17. The use of seal and tack welds is not permitted. No welding shall be performed after galvanizing.

18. The use of stiffeners at tubular member to transverse plate connections is not permitted.

19. The minimum base plate thickness shall be no less than 2 in. or at least as thick as the anchor bolt diameter, whichever is greater. The determination of the plate thickness in the tubular member to transverse plate connections shall consider the potential for the plate to warp due to the heat from welding. Consideration should be given to the use of thicker plates to allow for subsequent machining of warped plates to a flat surface so that removal of material will not compromise the required strength of the plate.

20. The opening in the base plate shall be sized to allow for proper galvanizing and allow conduits projecting from the foundation to pass through it. The size of the opening shall be kept to a minimum to reduce the flexibility of the baseplate.

21. The pole base plate anchor bolt circle diameter shall be 24 in.

22. The anchor bolt to base plate connection shall be designed as a double-nut connection with shear holes. The minimum distance from the center of the anchor bolt hole to the edge of the base plate shall be no less than 2 times the diameter of the anchor bolt. The anchor bolts shall use an embedded anchorage plate, 0.5 in. minimum thickness, to transmit loads from the pole base to the concrete foundation. The use of hooked anchor bolts is not permitted. The minimum number of anchor bolts shall be 8. The minimum anchor bolt diameter shall be 2 in. The minimum anchor bolt embedment, the distance from the top of the foundation to the top of the embedded anchorage plate, shall be 4’-4”. or the tension development length of the vertical foundation reinforcement plus the end concrete cover, whichever is greater. Each anchor bolt shall be supplied with 4 nuts and 4 washers. Washers shall be placed on the top and bottom surfaces of the pole base plate and anchorage plate.

Welding to the anchor bolts is not permitted. The use of lock washers with the anchor bolt assembly is not permitted.

23. The span wire pole clamp shall be designed to support a minimum tensile force of 12,000 pounds or 3 times the maximum calculated tensile force in the span wire, whichever is greater.

The span pole shall be designed for the load effects due to the span wire(s) attached to the poles and all the traffic appurtenances (signals, signs, luminaires, cameras, etc.) attached to the span wire and the pole. The load effect due to the span wire, resulting from the attached traffic appurtenances, will not be provided, and shall be determined by the Contractor. The span pole and span wire shall also be designed for load effects from future traffic appurtenances arranged, positioned, and located as shown on the plans. The span pole and span wire shall also be designed for load effects during all stages of construction that may exist during the Project under which the span pole is installed. The span pole and span wire shall be designed to support traffic appurtenances with properties no less than those tabulated on the plans.

The locations and dimensions of the span poles are shown on the traffic plans. The luminaire arm and pole lengths and the attachment heights shall be verified by the Contractor based on the finished grade at the site, top of foundation elevation, the locations of overhead utility cables and the traffic appurtenance mounting heights. If either the wire or pole length is inadequate, the Contractor shall notify the Engineer.

The minimum vertical clearance from the top of the finished road to the bottom of the traffic signals shall be 16.0 ft. The maximum vertical clearance from the top of the finished road to the bottom of the traffic signals shall be 18.0 ft. The traffic signals shall be installed so that the bottom of all the signals for each approach is at the same elevation.

Vent and drain holes shall be provided for galvanizing. The number, size and location of vent and drain holes shall be coordinated with the galvanizer prior to the submission of the working drawings and design calculations. The area of vent and drain holes at each end of a member shall be at least 30% of the inside area of the member for members with diameters 3 in. and greater and 45% of the inside area of the member for members with diameters less than 3 in. The vent and drain holes shall be strategically located for reducing stress and for proper galvanizing. The holes shall be made by drilling. Flame cut holes are not permitted. The edges of all holes shall be rounded by grinding. After galvanizing, exposed holes placed in the sign support components for galvanizing shall be sealed with neoprene plugs.

A J-hook shall be welded to the inside of the pole at the top for wire handling and support.

The span pole shall have a handhole, reinforced with a frame, located at the base of the pole. The handhole shall be located with a normal direction that is 90° to the plane formed by

the pole and span wire. The minimum clear distance from the top of the baseplate to the outside face of the bottom of the handhole frame shall be no less than the diameter of the tubular member or 1.25 ft., whichever is greater. The handhole frame shall have a minimum 4 in. wide by minimum 6 in. high clear opening. The maximum width of the handhole opening, the clear opening plus twice the frame thickness, shall not be greater than 40% of the tubular member diameter at that section. The inside corners of the handhole frame shall be rounded to a radius of 30% to 50% of the width of the clear opening. The minimum thickness of the handhole frame shall be no less than the thickness of the pole or 0.3125 in., whichever is greater. The handhole frame shall be connected to the pole with a partial joint penetration groove weld reinforced with a fillet weld. The handhole weld shall start and end at the point that is coincident with the longitudinal axis of symmetry of the tubular member and the longitudinal axis of symmetry of the handhole frame. Non-destructively test 100% of each handhole weld in accordance with the magnetic particle method. The handhole shall be provided with a cover connected to the frame with no less than 2 stainless steel screws. The cover shall be installed with a neoprene gasket matching the dimensions of the cover. The cover and the gasket and the gasket and the handhole frame shall be in firm and continuous contact after tightening the fasteners. The cover shall also be attached to the frame with a 1.5 ft. long stainless steel chain. The inside bottom of the frame shall have a hole tapped for the stainless steel grounding bolt.

The span pole shall include wire entrance fittings. The number and size of the wire entrance fittings shall be as shown on the plans. The fittings shall be welded, all-around, to the pole at a 45-degree angle to the pole.

The span pole shall be supplied with a pole cap plate and anchor bolt covers. The cap plates shall be attached with fasteners. The joint between the tubular member and plate shall be sealed with a neoprene gasket matching the dimensions of the plate.

The luminaire arms shall be fabricated of pipe with a minimum thickness equal to schedule 40. Single arm luminaires shall be used for luminaires with arm lengths less than or equal to 8.0 ft. Truss type luminaires shall be used for luminaires with arm lengths greater than 8.0 ft. The truss type luminaires shall consist of upper and lower members joined with vertical members at the tip and midspan. To accommodate the luminaire fixture, the size of the pipe in the luminaire arm at the tip shall be 2 in. diameter, schedule 40. If necessary, a reducing tenon shall be installed at the tip of the arm to accommodate the luminaire fixture.

The luminaire arm(s) shall be connected to the pole with clamp connections. Each clamp connection shall use 4 high-strength bolts. The installed nuts shall be prevented from loosening while in service. The use of lock washers to meet this requirement is not permitted. The arms shall be fillet welded, all-around, to the clamp(s). The size of the weld shall be no less than 0.3125 in. A hole shall be provided in the clamp, (upper arm clamp for truss type arms) and pole to allow for wires to pass from the pole to the luminaire arm. The sides of all holes in the connection shall be ground smooth and edges rounded by grinding to prevent the wires from chafing.

The span pole member properties on the plans are shown for bid purposes only. Should the Contractor decide to use their own design for the span pole structures, they shall submit working drawings as described in the following paragraphs at no additional cost to the Project.

Prior to fabrication, the Contractor shall submit working drawings and design calculations, with all details and documents necessary for fabrication and erection of the structure and its components, for each **span wire structure configuration** for review in accordance with the "Notice To Contractor – Special Provision 1.05" and the special provision "Section 1.05 – Control Of Work".

The working drawings and design calculations for span poles and the calculations for the span wire shall conform to working drawing requirements for permanent construction. **A single set of working drawings with tabulated data for multiple span poles in span wire structure configuration is allowed.** Each span pole shall be referenced with an alpha-numeric identifier noted on the Contract documents. The working drawings and calculations shall be prepared in Customary U.S. units.

The span pole working drawing and calculation submittal shall include the following:

1. title sheet
2. table of contents
3. contact information for designer, fabricator, and galvanizer – contact information shall include name and address of each firm and the name of contact person with phone number and email address
4. copy of the certificate of insurance
5. copy of fabricator's AISC certification
6. copy of the traffic signal control plan detailing the span wire structure configuration
7. span pole working drawings
8. span pole design calculations
9. span wire calculations
10. welding procedures
11. span pole installation procedure, including the method to plumb the pole

The working drawings shall include complete details of all span pole components. The drawings shall include, but not be limited to the following:

1. the Project number, town, and span pole identification number
2. reference to the design specifications, including interim specifications
3. reference to the design specifications design criteria, such as design wind speed, minimum design life, vehicle speed, etc.
4. material specifications for all components
5. material designations for the pole, with an explanation of the alpha numeric characters (equivalent thickness, in inches, shall be provided for gage numbers)
6. non-destructive weld testing requirements
7. details of the location of the longitudinal seam weld(s) in the pole
8. vent and drain holes for galvanizing
9. a plan view of the anchor bolt layout relative to the orientation of the wire
10. anchor bolt dimensions, including embedment and projection
11. span pole installation procedure, including the method to plumb the pole, if procedure differs from that described in this specification

The design calculations shall include, but not be limited to the following:

1. the Project number, town, and alpha-numeric span pole identifier
2. references to design specifications, including interim specifications, and the applicable code section and articles
3. description/documentation for all computer programs used in the design
4. drawings/models of the structure, components, and connections, with dimensions, loads, and references to the local and global coordinate systems used (as applicable), to facilitate review of the results

5. a tabulation of the section properties of the tubular members at each analyzed section. The tabulated values shall include:

    a. the diameter, D (if round member)
    b. effective width, b (if multisided member, AASHTO 5.5.2)
    c. equivalent diameter (if multisided member, AASHTO 5.6)
    d. wall thickness, t

    e. inside bend radius, r_b (if multisided member, AASHTO 5.5.2)
    f. cross-sectional area, A
    g. moment of inertia, I
    h. section modulus, S
    i. radius of gyration, r

    AASHTO Table B-1 may be used to determine the section properties. If Table B- 1 is used, the radius measured to the mid-thickness of the wall shall also be provided.

6. coefficients and factors used in the design

7. results of all group load and load combinations

8. stress ratios and combined stress ratios for all group loads and load combinations

9. because Group Load Combinations I, II and III for dead, wind and ice loads

The span poles shall be fabricated in accordance with the latest edition of the AASHTO LRFD Bridge Construction Specifications, including the latest interim specifications, amended herein.

The steel fabricator shall be AISC certified for the fabrication to the Standard for Bridge and Highway Metal Component Manufacturers (CPT).

Fabrication of the span pole may begin only after the working drawings and design calculations have been reviewed. The Contractor shall submit to the Engineer, no less than 2 weeks prior to the start of fabrication, the name and location of the fabrication shop where the work will be done so that arrangements can be made for an audit of the facility and the assignment of the Department Quality Assurance (QA) inspector. No fabrication will be accepted unless the QA inspector is present during fabrication. No changes may be made during fabrication without prior written approval by the Department.

The Contractor shall furnish facilities for the inspection of material and workmanship in the shop by the Engineer. The Engineer and Department QA representative shall be allowed free access to the necessary parts of the premises.

The Engineer will provide QA inspection at the fabrication shop to assure that all applicable Quality Control plans and inspections are adequately adhered to and maintained by the Contractor during all phases of the fabrication. A thorough inspection of a random selection of elements at the fabrication shop may serve as the basis of this assurance.

Prior to shipment to the Project, each individual piece of steel shall be marked in a clear and permanent fashion by a representative of the fabricators' Quality Control (QC)

Department to indicate complete final inspection by the fabricator and conformance to the Contract for that piece. The mark must be dated. A Materials Certificate in accordance with Article 1.06.07 may be used in lieu of individual stamps or markings, for all material in a single shipment. The Materials Certificate must list each piece within the shipment and accompany the shipment to the Project site.

Following the final inspection by the fabricator's QC personnel, the Engineer may select pieces of steel for re-inspection by the Department's QA inspector. Should non-conforming pieces be identified, all similar pieces must be re-inspected by the fabricator and repair procedure(s) submitted to the Engineer for approval. Repairs shall be made at the Contractor's expense.

The pieces selected for re-inspection and found to be in conformance, or adequately repaired pieces, may be marked by the QA inspector. Such markings indicate the Engineer takes no exception to the pieces being sent to the Project site. Such marking does not indicate acceptance or approval of the material by the Engineer.

All welding details, procedures and nondestructive testing shall conform to the requirements of AWS D1.1 Structural Welding Code - Steel.

Personnel performing the nondestructive testing shall be certified as a NDT Level II technician in accordance with the American Society for Non Destructive Testing (ASNT), Recommended Practice SNT-TC-1A and approved by the Engineer.

All nondestructive testing shall be witnessed by the Engineer. Certified reports of all tests shall be submitted to the Engineer for examination. Each certified report shall identify the structure, member, and location of weld or welds tested. Each report shall also list the length and location of any defective welds and include information on the corrective action taken and results of all retests of repaired welds.

The Department reserves the right to perform additional testing as determined by the Engineer. Should the Engineer require nondestructive testing on welds not designated in the Contract, the cost of such inspection shall be borne by the Contractor if the testing indicates that any weld(s) are defective. If the testing indicates the weld(s) to be satisfactory, the actual cost of such inspection will be paid by the Department.

All members and components shall be hot dip galvanized in a single dip. Double-dipping of members and components is not permitted. All exterior and interior surfaces of the span pole members and components shall be completely galvanized.

Galvanized members and components shall be free from uncoated areas, blisters, flux deposits, and gross inclusions. Lumps, projections, globules, or heavy deposits of zinc which will interfere with the intended use of the material will not be permitted.

After galvanizing the joint between the backing ring and the tubular member shall be sealed with silicone sealant to prevent the ingress of moisture.

All damaged areas of the hot-dip galvanized surfaces shall be repaired in accordance with the requirements of ASTM A780. If paint containing zinc dust is used for repairs, the dry coating thickness shall be at least 50% greater than the thickness of the adjacent hot-dip galvanized coating, but no greater than 4.0 mils. The paint shall be brush applied. The use of aerosol spray cans is not permitted. The color of the finished repair area shall match the color of the adjacent hot-dip galvanized surface at the time of the repair to the satisfaction of the Engineer.

Prior to shipping, all exterior and interior galvanized surfaces of the members and components shall be inspected, in the presence of the Engineer, to determine the acceptability of the galvanized coating. Galvanized coatings may be found acceptable by the Engineer if all surfaces of the members and components meet the galvanizing requirements herein. Only span pole members and components with acceptable galvanized coatings shall be shipped. If the galvanized coating on any member or component is found to be unacceptable, the Contractor shall submit a repair procedure to the Engineer for review.

After fabrication and prior to shipping, aluminum identification tags shall be attached to the span poles with self-tapping tamper resistant screws.

The finished members and components shall be protected with sufficient dunnage and padding to protect them from damage and distortion during transportation. Damage to any material during transportation, improper storage, faulty erection, or undocumented fabrication errors may be cause for rejection of said material at the Project Site. All costs associated with any corrective action will be borne by the Contractor.

Following delivery to the Project Site, the Engineer will perform a visual inspection of all material to verify shipping documents, fabricator markings, and that there was no damage to the material or coatings during transportation and handling.

The Engineer is not responsible for approving or accepting any fabricated materials prior to final erection and assembly at the Project Site.

High-strength bolts, nuts and washers shall be stored in accordance with Subarticle 6.03.03-4(f).

The span pole shall be erected, assembled, and installed in accordance with these specifications and the procedures and methods submitted with the working drawings. The Contractor and the span pole designer are responsible to ensure that the erection and assembly procedures and methods in this specification are acceptable for use with the span pole. Changes to these method and procedures shall be submitted with the working drawings and calculations.

Prior to installation of the span pole, the exposed threads of all the embedded anchor bolts shall be cleaned of accumulated dirt and concrete and shall be lubricated. The threads and bearing surfaces of all the anchor bolt nuts shall be cleaned and lubricated. The anchor bolts and nuts are properly lubricated if the nuts can be turned by hand on the anchor bolt threads. The lubricant shall contain a visible dye of any color that contrasts with the color of the galvanizing. Re- lubricate the threads of the anchor bolts and nuts if more than 24 hours has elapsed since earlier lubrication, or if the anchor bolts and nuts have become wet since they were first lubricated.

Install (turn) the leveling nuts onto the anchor bolts and align the nuts to the same elevation or plane. The distance from the bottom of the leveling nuts to the top of the foundation shall not exceed 1 in. Place a structural hardened washer on top of each leveling nut, 1 washer on each anchor bolt.

Prior to erecting the pole, place the closed cell elastomer ring within the anchor bolt pattern. The closed cell elastomer ring shall not interfere with the anchor bolt leveling nuts and shall not block the opening in the base plate.

The pole shall be erected so that the centerline of the pole will be plumb after the application of all the dead loads. The pole may be initially installed raked in the opposite direction of the overhead member to obtain the plumb condition. Raking the pole may be accomplished by installing the leveling nuts in a plane other than level.

Install the pole base plate atop the washers resting on the leveling nuts, place a structural hardened washer on each anchor bolt resting it on the top of the base plate, and install (turn) a top nut on each anchor bolt until the nut contacts the washer. The leveling nuts and washers shall be inspected, and if necessary, the nuts turned, so that the washers are in full contact with the bottom surface of the base plate.

Tighten the top nuts to a snug tight condition in a star pattern. Snug tight is defined as the maximum rotation resulting from the full effort of one person using a 12 in. long wrench or equivalent. A star tightening pattern is one in which the nuts on opposite or near-opposite sides of the bolt circle are successively tightened in a pattern resembling a star (e.g., For an 8-bolt circle with bolt sequentially numbered 1 to 8, tighten nuts in the following bolt order: 1, 5, 7, 3, 8, 4, 6, 2.).

Tighten leveling nuts to a snug tight condition in a star pattern.

Before final tightening of the top nuts, mark the reference position of each top nut in a snug-tight condition with a suitable marking on 1 flat with a corresponding reference mark on the base plate at each bolt. Then incrementally turn the top nuts using a star pattern one-sixth of a turn beyond snug tight. Turn the nuts in at least two full tightening cycles (passes). After tightening, verify the top nut rotation. The top nuts shall have full thread engagement. The distance from the bottom of the leveling nuts to the top of the foundation shall not exceed 1 in.

After erecting the span pole, the span pole shall be electrically grounded by attaching the bare copper grounding conductor to the inside of the handhole frame with a stainless-steel bolt and to the ground rod with a ground clamp. The rigid metal conduit shall be electrically grounded by attaching the bare copper grounding conductor to the insulated bonding bushing and to the ground rod with a ground clamp.

The installation of the span wire shall conform to Article 11.14.03. A span wire pole clamp shall be provided for each span wire connected to the pole. The traffic appurtenances shall be located and mounted on the wire as shown on the cross-sections.

After installation of the traffic appurtenances, the anchor bolt nuts (leveling and top anchor nut) and washers shall be in full contact with the top and bottom surfaces of the pole base plate and the centerline of the pole shall be plumb.

After installation of the traffic appurtenances, a survey shall be performed by the Contractor to confirm that the sag is no less than 5% of the span and to confirm that the minimum vertical clearances from the top of the finished road to the bottom of the traffic appurtenances have been met.

The last character of the span pole identification number shall be stenciled with black paint, unless otherwise specified, on the pole of each span pole. The character shall be 3 in. high and placed approximately 12 in. above the top of the base plate facing the centerline of the roadway.

Method of Measurement: The work for span poles will be measured for payment by the number of span poles, of the type specified, completed, and accepted in place. The work for span wire, high strength will be measured for payment by the actual number of linear feet of steel span wire installed and accepted in place.

Basis of Payment: The work for the span poles will be paid for at the Contract unit price each for "30' Steel Span Pole", of the type specified, complete in place, which price shall include all equipment, materials, tools and labor incidental to the design, fabrication and installation, of the span pole at the locations specified on the plans. The work for the span

wire will be paid for at the Contract unit price per linear foot for ”Span Wire, High Strength”, complete in place, which price shall include pole clamps, thimble eyebolts, nuts, washers, cable rings, and all equipment, materials, tools and labor incidental to the design and installation, at the locations shown on the plans.

PAY ITEM	UNIT
30’ Steel Span Pole	EA.
Span Wire, High Strength	L.F.

ITEM #1104023A – 20' STEEL MAST ARM ASSEMBLY
ITEM #1104026A – 25' STEEL MAST ARM ASSEMBLY
ITEM #1104028A – 30' STEEL MAST ARM ASSEMBLY
ITEM #1104031A – 35' STEEL MAST ARM ASSEMBLY
ITEM #1104033A – 40' STEEL MAST ARM ASSEMBLY
ITEM #1104037A – 45' STEEL MAST ARM ASSEMBLY
ITEM #1104038A – 50' STEEL MAST ARM ASSEMBLY
ITEM #1104101A – 15' AND 25' TWIN STEEL MAST ARM ASSEMBLY
ITEM #1104102A – 20' AND 35' TWIN STEEL MAST ARM ASSEMBLY
ITEM #1104103A – 30' AND 35' TWIN STEEL MAST ARM ASSEMBLY
ITEM #1104104A – 40' AND 45' TWIN STEEL MAST ARM ASSEMBLY

Description: Work under this item shall consist of designing, fabricating and installing a mast arm assembly to carry traffic appurtenances (such as traffic signals, signs, antenna, etc.) of the type specified, on a prepared foundation, in accordance with the details shown on the plans, in accordance with these specifications and as ordered by the Engineer.

Materials: The structural plate components, such as the baseplate and the plates in the arm to pole ring stiffened, built-up box connection, shall be made of steel that conforms to the requirements, including the supplementary notch toughness requirements, of ASTM A572, Grade 50F2 (ASTM A572M, Grade 345F2).

The tubular components, such as the pole, arm and luminaire arm, and the steel for the handhole reinforcement, shall conform to ASTM A572 of steel with a minimum yield stress of 65,000 psi. The steel shall meet the following notch toughness requirements:

Yield Strength	Thickness in.	Minimum Test Value Energy ft.-lbs.	Minimum Average Energy, ft.-lbf
$F_y \leq$ 36 ksi	$\leq$ 4	20	25 at 40ºF
36 ksi < $F_y \leq$ 50 ksi	$\leq$ 2	20	25 at 40ºF
36 ksi < $F_y \leq$ 50 ksi	2 < t $\leq$ 4	24	30 at 40ºF
50 ksi < $F_y \leq$ 70 ksi	$\leq$ 4	28	35 at -10ºF

Charpy V-notch sampling and testing shall be in accordance with AASHTO T243 (ASTM A673/A673M), "P" piece frequency.

The non-structural components, such as hand hole covers, caps, and anchor bolt cover, shall be made of steel with minimum yield strength of 36,000 psi.

Any filler metal shall have a matching strength relationship with the base metal.

All high strength bolts shall conform to ASTM A325, Type 1 (ASTM A325M, Type 1). Nuts shall conform to ASTM A563, Grade DH (ASTM A563M, Property Class 10S). Circular, flat,

hardened steel washers shall conform to ASTM F436 (ASTM F436M). The bolts, nuts and washers shall be galvanized in accordance with ASTM A153 (ASTM A153M) or ASTM B695, Grade 50. The nuts shall be overtapped to the minimum amount required for the bolt assembly and all surfaces of the nuts shall be lubricated with a lubricant containing a visible dye of any color that contrasts with the color of the galvanizing. The high strength bolts shall conform to the requirements of Subarticle M.06.02-5, amended elsewhere herein.

The decorative base and wall mount light arm brackets shall conform to Spring City Manufacturer or approved equal. The Northampton base and the Washington Ornate decorative light arm shall be cast ductile iron and conform to ASTM A536-84, Grade 64-45-12.

The anchor bolts shall conform to ASTM F1554, Grade 105. The nuts shall conform to ASTM A563, Grade DH (ASTM A563M, Class 10S). The washers shall conform to ASTM F436 (ASTM F436M). The bolts, nuts and washers shall be galvanized in accordance with ASTM A153 (ASTM A153M). The nuts shall be overtapped to the minimum amount required for the bolt assembly and all surfaces of the nuts shall be lubricated with a lubricant containing a visible dye of any color that contrasts with the color of the galvanizing. Prior to shipping the anchor bolts, the nuts and washers shall be installed by hand on the anchor bolts to ensure that the nuts can be run on the threads. Only anchor bolts on which the nuts are free running shall be shipped. The anchor bolts shall be shipped with the nuts and washers on the threads.

All steel components, including anchor bolts, shall be completely hot-dip galvanized, after fabrication, in accordance with ASTM A123 (ASTM A123M) or ASTM A153 (ASTM A153M), as applicable. Repairs to damaged areas of the hot-dip galvanized coatings shall conform to the requirements of ASTM A780 amended as follows:

> Paints containing zinc dust, if used for repairs, shall contain either between 65% to 69% metallic zinc by weight or greater than 92% metallic zinc by weight in dry film.

Where “Silicone Joint Sealant” is specified on the plans, a primer will also be required for proper adhesion of the joint sealant to the steel. The following primer and silicone joint sealant or approved equals shall be used:

> Dow Corning 1200 Prime Coat and Dow Corning 790 Silicone Building Sealant, manufactured by the Dow Corning Corporation, Midland, Michigan 48686-0994.

Neoprene gasket material for the access openings shall conform to ASTM D1056, Grade 2A2 or 2A3. Other grades of neoprene approved by the Engineer may be used.

Closed cell elastomer for sealing the space between the foundation and base plate shall conform to ASTM D1056, Grade 2A2 or 2A3 and shall have a pressure-sensitive adhesive backing on one side for adhesion to steel. Closed cell elastomer contained within the anchor bolt pattern shall not interfere with the anchor bolt leveling nuts and shall not block the opening in the base plate.

Bare copper grounding conductor shall be #8 AWG stranded bare copper wire conforming to M.15.13. The grounding bolt shall be stainless steel with a hex head.

All materials used in the finished structure shall be new. The use of materials that have been previously used in a structure or salvaged from a structure is not permitted.

The Contractor shall submit Certified Test Reports and Materials Certificates in conformance with Article 1.06.07 for the steel used in the mast arm members and components, high-strength bolts (including nuts and washers) and anchor bolts (including nuts and washers). The Certified Test Reports shall include the following:

a. Mill test reports that indicate the place where the material was melted and manufactured.

b. High-strength bolt test results for proof load tests, wedge tests, and rotational-capacity tests that indicate where the tests were performed, date of tests, location of where the components were manufactured and lot numbers.

c. Galvanized material test results that indicate the thickness of the galvanizing.

Prior to incorporation into the work, the Contractor shall submit samples in conformance with Article 1.06.02 for the steel used in the mast arm members and components, high-strength bolts (including nuts and washers) and anchor bolts (including nuts and washers).

Construction Methods: The design and fabrication of the mast arm assembly, including its anchorage (into the foundation), shall conform to the requirements of the latest edition of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, including the latest interim specifications, amended as follows:

- The design wind speed shall be 120 mph. The computation of wind pressures in accordance with Appendix C is not permitted.

- The mast arms shall be designed to support fixed mounted traffic signals and signs. The wind drag coefficient for traffic signals and luminaires shall be 1.2.

- The mast arms shall be designed for fatigue category I. The mast arms shall be designed for the wind load effects due to galloping, natural wind gusts and truck-induced gusts. The luminaire arms shall be designed for the wind load effects due to natural wind gusts. The design pressure for the truck-induced gust shall be based on a truck speed of 65 mph. The design of the mast arms shall assume that vibration mitigation devices will not be installed.

- The vertical deflection of the free end of the arm due to the wind load effects of galloping and truck-induced gusts shall not exceed 8”

- The minimum design life for mast arms shall be 50 years.

- The maximum stress ratio (the ratio of the computed stress to the allowable stress) or combined stress ratio in any mast arm component due to each group load shall not exceed 0.90. The purpose for limiting the stress ratio is to allow for future additional appurtenance configurations.

- The maximum arm length shall be 50'-0", measured from the centerline of the pole to the tip of the arm. Arm splices are not permitted for arms that are less than 50'-0" in length.

- The maximum diameter of the pole at its base shall be 18". Pole taper is not permitted

- The mast arm shall be tapered 0.14in/ft.

- The minimum wall thickness of the arm at the pole connection and the pole shall be 3/8".

- The arm, luminaire arm and pole shall be fabricated from round tubular members.

- A slip-type field splice is not permitted in the arms equal to or less than 50'-0" in length. Slip-type field splices are not permitted in the pole. The wall thickness of the pole and arm component members shall be uniform throughout their lengths. The use of multiple plies (laminations) to obtain the required arm and pole thickness is not permitted. The use of shop-fabricated stepped members is not permitted.

- The arm, luminaire arm and pole members may be fabricated with no more than 2 longitudinal seam welds.

- The longitudinal seam welds within 6" of the member ends shall be complete joint penetration groove welds. The longitudinal seam welds on the female section of telescopic (slip-type) field splices shall be complete joint penetration groove welds for a length equal to the minimum splice plus 6".

- Partial joint penetration longitudinal seam welds shall be non-destructively tested in accordance with the magnetic particle method. Complete joint penetration longitudinal seam welds in members less than 5/16" thick shall be non-destructively tested in accordance with the magnetic particle method on both the inside and outside surfaces. Complete joint penetration seam welds in

members greater than or equal to 5/16" thick shall be non-destructively tested in accordance with the ultrasonic method.

- The arm to transverse plate connection shall be made with a complete joint penetration groove weld with a backing ring attached to the plate with a continuous fillet weld. The pole to transverse base plate connection (at the foundation) shall be made with a complete joint penetration groove weld with a backing ring attached to the plate with a continuous fillet weld. 100% of the complete joint penetration groove welds shall be non-destructively tested by the ultrasonic method. After galvanizing, the joint between the backing ring and tubular member shall be sealed with silicone sealant.

- The strength of a connection made with a complete joint penetration groove weld shall be no greater than the strength of the base metal. In connections joining base metal with different yield strengths, the base metal with the lower yield strength shall govern the design.

- The minimum base plate and flange plate thickness shall be 2” or at least as thick as the anchor bolt diameter. The determination of the plate thickness in the tubular member to transverse plate connections shall consider the potential for the plate to warp due to the heat from welding. Consideration should be given to the use of thicker plates to allow for subsequent machining of warped plates to a flat surface so that removal of material will not compromise the required strength of the plate.

- The flange plate connection in the arm to pole in the ring stiffened, built-up box connection shall be designed as slip critical connections with standard holes. The minimum number of high-strength bolts in a flange splice shall be 8. Consideration should be given to the use of smaller diameter bolts since they require lower specified minimum bolt tensions.

- The minimum thickness of the ring plates and gusset plates in the ring stiffened, built-up box connection shall be ½”.

- The size of fillet welds specified in designed connections shall be no less than 5/16”. The use of seal and tack welds is not permitted. No welding shall be performed after galvanizing.

- The use of stiffeners at tubular member to transverse plate connections and at the arm to pole connection is not permitted.

- The pole base plate anchor bolt circle diameter shall be 24".

- The anchor bolt to base plate connection shall be designed as a double-nut connection with shear holes. The anchor bolts shall use embedded anchorage

plates to transmit loads from the pole base to the concrete foundation. The use of hooked anchor bolts is not permitted. The minimum number of anchor bolts shall be 8. The minimum anchor bolt diameter shall be 2". The minimum anchor bolt embedment, the distance from the top of the foundation to the top of the embedded anchorage plate, shall be 4'-4". Each anchor bolt shall be supplied with 4 nuts and 4 washers. Washers shall be placed on the top and bottom surfaces of the pole base plate and anchorage plate. Welding to the anchor bolts is not permitted.

The mast arm shall be designed for the load effects due to the actual traffic appurtenances (signals, signs, luminaires, cameras, etc.). The mast arms shall also be designed for the effects of traffic appurtenances during all stages of construction that may exist during the project under which the mast arms are installed. The mast arms shall be designed to support traffic appurtenances with properties no less than those tabulated on the plans.

The dimensions of the mast arm assemblies are shown on the traffic plans, elevations, cross-sections or in the special provisions. The arm, luminaire arm and pole lengths and the attachment heights shall be verified by the Contractor based on the finished grade at the site, top of foundation elevation, the locations of overhead utility cables and the traffic appurtenance mounting heights. If either the arm or pole length is inadequate, the Contractor shall notify the Engineer.

The minimum vertical clearance from the top of the finished road to the bottom of the traffic signals shall be 16'-0". The maximum vertical clearance from the top of the finished road to the bottom of the traffic signals shall be 18'-0". The traffic signals shall be installed so that the bottom of all the signals for each approach is at the same elevation.

The arm to pole connection shall be made with a ring stiffened, built-up box. The luminaire arm to pole connection shall be made with either a built-up box or a ring stiffened built-up box. A minimum of 8 high-strength bolts shall be used to connect the arm flange plate to the built-up box connection plate. A minimum of 4 high-strength bolts shall be used to connect the luminaire arm flange plate to the built-up box connection plate. All fasteners and their components used in the connection shall be visible. The use of tapped holes in the plates of the connection is not permitted. A hole(s) shall be provided in the connection to allow wires to pass from the pole to the arm and luminaire arm. The sides of all other holes in the connection shall be ground smooth and the edges rounded by grinding to prevent the wires from chafing. Holes placed in the connection for galvanizing shall be filled with neoprene plugs.

A J-hook shall be welded to the inside of the pole at the top for wire handling and support.

The mast arm pole shall have a handhole centered with the access hole of the decorative base. The handhole shall be located away from traffic. The handhole shall be reinforced with a frame having a minimum 4" wide by minimum 6" high clear opening. The minimum thickness of the handhole frame shall be no less than the thickness of the pole. The handhole frame shall be connected to the pole with a partial joint penetration groove weld reinforced with a fillet weld.

The handhole shall be provided with a cover connected to the frame with stainless steel screws. The cover shall be installed with a neoprene gasket matching the dimensions of the cover. The cover shall also be attached to the frame with a stainless steel chain. The inside bottom of the frame shall have a hole tapped for the stainless steel grounding bolt.

The mast arm shall be supplied with a pole cap plate, arm cap plate, and anchor bolt covers. The cap plates shall be attached with fasteners. The joint between the tubular member and plate shall be sealed with a neoprene gasket matching the dimensions of the plate.

The mast arms member properties on the plans are shown for bid purposes only. Should the Contractor decide to use their own design for the mast arms, they shall submit working drawings as described in the following paragraphs at no additional cost to the Project.

Prior to fabrication, the Contractor shall submit working drawings and design computations for each mast arm assembly to the Engineer for review in accordance with Article 1.05.02. An individual, independently packaged set of working drawings and computations, with all details and documents necessary for fabrication and erection of the structure and its components, including a copy of the certificate of insurance, shall be prepared, and submitted for **each** mast arm. **A single set of drawings with tabulated data for multiple mast arm locations is not permitted.** The alpha-numeric mast arm identifier shall be included on these documents. The working drawings and computations shall be prepared in Customary U.S. units.

The packaged set of working drawings and computations for each mast arm assembly shall be submitted either in paper (hard copy) form or in an electronic portable document format (.pdf) with appropriate bookmarks. The packaged set submitted in paper form shall be bound with a staple. The packaged set submitted in an electronic portable document format (.pdf) shall be in an individual file. The packaged set shall include the following:

- title sheet
- table of contents
- contact information for designer, fabricator, and galvanizer – contact information should 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
- copy of the traffic signal control plan detailing mast arm assembly
- mast arm assembly working drawings
- mast arm assembly design computations
- welding procedures
- mast arm installation procedure, including the method to plumb the pole

The working drawings and design computations shall be **signed, dated and sealed** by a Professional Engineer licensed in the State of Connecticut, who shall also be available for consultation in interpreting his computations and drawings, and in the resolution of any problems which may occur during the performance of the work. Each working drawing shall be signed, dated, and sealed. The cover/first sheet for the computations shall be signed, dated, and sealed.

Working drawings submitted in paper form shall be printed on ANSI B (11” x 17”; Ledger/Tabloid) sheets. Each drawing shall have a border and title block. Located in the lower right hand corner of the drawing adjacent to the title block, each drawing shall have a rectangular box, 2 ¼” wide x 1 ¾” high, for the reviewer’s stamp. On the ANSI B sheets, the minimum text height and width shall be 1/16”. All letter characters shall be uppercase. Design computations, procedures and other supporting data shall be submitted on 8 ½" x 11" (Letter) sheets.

Working drawings submitted in an electronic portable document format (.pdf) shall be created on ANSI D (22” x 34”) full scale (1” electronic file = 1” paper) sheets. (The purpose of creating the drawings on ANSI D sheets is so that the sheets may be printed/plotted at that size or smaller without loss of legibility.) Each drawing shall have a border and title block. Located in the lower right hand corner of the drawing adjacent to the title block, each drawing shall have a rectangular box, 2 ¼” wide x 1 ¾” high, for the reviewer’s stamp. On the ANSI D full scale sheets, the minimum text height and width shall be 1/8”. All letter characters shall be uppercase. The electronic files for the design computations, procedures and other supporting data shall be created on ANSI A (8 ½” x 11”) letter sheets.

The working drawings shall include complete details of all mast arm components. The drawings shall include, but not be limited to the following:

- the project number, town, and mast arm identification number
- reference to the design specifications, including interim specifications
- reference to the design specifications design criteria, such as design wind speed, minimum design life, fatigue category, vehicle speed, etc.
- material specifications for all components
- material designations for the arm and pole, with an explanation of the alpha numeric characters (equivalent thickness, in inches), shall be provided for gage numbers)
- non-destructive weld testing requirements
- details of the location of the longitudinal seam welds in the arm, luminaire arm and pole
- a plan view of the anchor bolt layout relative to the orientation of the arm(s)
- anchor bolt dimensions, including embedment and projection
- permanent camber

- mast arm installation procedure, including the method to plumb the pole

The design computations shall include, but not be limited to the following:

- the project number, town, and alpha-numeric mast arm identifier
- computations for projects in Customary U.S. units shall be provided in Customary U.S. units. Computations for projects in metric units shall be provided in both Customary U.S. units and metric units.
- references to design specifications, including interim specifications, and the applicable code section and articles
- description/documentation for all computer programs used in the design
- drawings/models of the structure, components, and connections, with dimensions, loads, and references to the local and global coordinate systems used (as applicable), to facilitate review of the results
- a tabulation of the section properties of the tubular members at each analyzed section. The tabulated values should include the diameter, D (if round member); effective width, b (if multisided member, AASHTO 5.5.2); equivalent diameter (if multisided member, AASHTO 5.6), wall thickness, t; inside bend radius, r_b (if multisided member, AASHTO 5.5.2), cross-sectional area, A; moment of inertia, I; section modulus, S; radius of gyration, r. AASHTO Table B-1 may be used to determine the section properties. If Table B-1 is used, the radius measured to the mid-thickness of the wall shall also be provided.
- results of all group load and load combinations

The Contractor shall submit the packaged set of working drawings and calculations to the "Engineer of Record". A copy of the transmittal shall be sent to the District Construction office administering the project. The "Engineer of Record" is identified in the signature block on the mast arm assembly contract plans.

The mast arm assemblies shall be fabricated in accordance with the latest edition of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, including the latest interim specifications, amended herein.

The steel fabricator shall be AISC certified for the fabrication of Simple Steel Bridges (SBR).

Fabrication of the mast arm may begin only after the working drawings and design computations have been reviewed and the Engineer has authorized fabrication to begin. The Contractor shall submit to the Engineer, no less than 2 weeks prior to the start of fabrication, the name and

location of the fabrication shop where the work will be done so that arrangements can be made for an audit of the facility and the assignment of the Department Quality Assurance (QA) inspector. No fabrication will be accepted unless the QA inspector is present during fabrication. No changes may be made during fabrication without prior written approval by the Department.

The Contractor shall furnish facilities for the inspection of material and workmanship in the shop by the Engineer. The Engineer and his representative shall be allowed free access to the necessary parts of the premises.

The Engineer will provide QA inspection at the fabrication shop to assure that all applicable Quality Control plans and inspections are adequately adhered to and maintained by the Contractor during all phases of the fabrication. A thorough inspection of a random selection of elements at the fabrication shop may serve as the basis of this assurance.

Prior to shipment to the project, each individual piece of structural steel shall be marked in a clear and permanent fashion by a representative of the fabricators' Quality Control (QC) Department to indicate complete final inspection by the fabricator and conformance to the project specifications for that piece. The mark must be dated. A Materials Certificate in accordance with Article 1.06.07 may be used in lieu of individual stamps or markings, for all material in a single shipment. The Materials Certificate must list each piece within the shipment and accompany the shipment to the project site.

Following the final inspection by the fabricator's QC personnel, the Engineer may select pieces of structural steel for re-inspection by the Department's QA inspector. Should non-conforming pieces be identified, all similar pieces must be re-inspected by the fabricator and repair procedure(s) submitted to the Engineer for approval. Repairs will be made at the Contractor's expense.

The pieces selected for re-inspection and found to be in conformance, or adequately repaired pieces, may be marked by the QA inspector. Such markings indicate the Engineer takes no exception to the pieces being sent to the project site. Such marking does not indicate acceptance or approval of the material by the Engineer.

Fabrication of the mast arm assemblies shall conform to the requirements of Articles 6.03.04, 6.03.05, 6.03.06 and 6.03.10, 6.03.11, 6.03.12 and 6.03.13.

All welding details, procedures and nondestructive testing shall conform to the requirements of AWS D1.1 Structural Welding Code - Steel.

Personnel performing the nondestructive testing shall be certified as a NDT Level II technician in accordance with the American Society for Non Destructive Testing (ASNT), Recommended Practice SNT-TC-1A and approved by the Engineer.

All nondestructive testing shall be witnessed by Engineer. Certified reports of all tests shall be submitted to the Engineer for examination. Each certified report shall identify the structure,

member, and location of weld or welds tested. Each report shall also list the length and location of any defective welds and include information on the corrective action taken and results of all retests of repaired welds.

The Department reserves the right to perform additional testing as determined by the Engineer. Should the Engineer require nondestructive testing on welds not designated in the contract, the cost of such inspection shall be borne by the Contractor if the testing indicates that any weld(s) are defective. If the testing indicates the weld(s) to be satisfactory, the actual cost of such inspection will be paid by the Department.

All members and components shall be hot-dip galvanized in a single dip. Double-dipping shall not be used.

All damaged areas of the hot-dip galvanized surfaces shall be repaired in accordance with the requirements of ASTM A780. If paint containing zinc dust is used for repairs, the dry coating thickness shall be at least 50% greater than the thickness of the adjacent hot-dip galvanized coating, but no greater than 4.0 mils. The paint shall be brush applied. The use of aerosol spray cans shall not be permitted. The color of the finished repair area shall match the color of the adjacent hot-dip galvanized surface at the time of the repair to the satisfaction of the Engineer.

After fabrication, the arm to pole bolted connection shall be assembled in the fabricator's shop, in the presence of the Engineer, to determine the acceptability of the connection. The high-strength bolts, including nuts and washes, shall be installed, and tensioned in accordance with Subarticle 6.03.03-19, amended elsewhere herein. The faying surfaces shall be free of dirt, loose scale, burrs, other foreign material, and other defects that would prevent solid seating of the parts. Prior to assembly, the galvanized faying surfaces shall be scored by wire brushing. The connection may be found acceptable by the Engineer if the faying surfaces of the flange (connection) plates are in firm, continuous contact after properly tensioning the bolts. Only mast arm assemblies with acceptable arm to pole bolted connections shall be shipped. Bolts, nuts, and washers used for the trial shop fit-up shall not be reused in the final field assembly.

After fabrication and prior to shipping, aluminum identification tags shall be attached to the arm and pole members with self-tapping tamper resistant screws.

The finished members and components shall be protected with sufficient dunnage and padding to protect them from damage and distortion during transportation. Damage to any material during transportation, improper storage, faulty erection, or undocumented fabrication errors may be cause for rejection of said material at the project site. All costs associated with any corrective action will be borne by the Contractor.

Following delivery to the project site, the Engineer will perform a visual inspection of all material to verify shipping documents, fabricator markings, and that there was no damage to the material or coatings during transportation and handling.

The Engineer is not responsible for approving or accepting any fabricated materials prior to final erection and assembly at the project site.

High-strength bolts, nuts and washers shall be stored in accordance with Subarticle 6.03.03-19, amended elsewhere herein.

The mast arm shall be erected, assembled, and installed in accordance with these specifications and the procedures and methods submitted with the working drawings. The Contractor and the mast arm designer are responsible to ensure that the erection and assembly procedures and methods in this specification are acceptable for use with the mast arm assembly. Changes to these method and procedures shall be submitted with the working drawings and computations.

Prior to installation of the mast arm pole, the threads of the embedded anchor bolts shall be cleaned of accumulated dirt and concrete. The anchor bolt nuts shall be re-lubricated with a lubricant containing a visible dye of any color that contrasts with the color of the galvanizing. On each anchor bolt, all the nuts shall be run down by hand on the anchor bolt threads.

The pole shall be erected so that the centerline of the pole will be plumb after the application of all the dead loads. The pole may be initially installed raked in the opposite direction of the overhead member to obtain the plumb condition.

During the erection of the pole, the leveling nuts and washers shall be inspected, and if necessary adjusted, so that they are in full contact with the bottom surface of the baseplate. Subsequently, the top nuts and washers shall be inspected, and if necessary adjusted, so that they are snug tight (in full contact with the baseplate).

Tighten the top nuts to a snug tight condition in a star pattern. A star tightening pattern is one in which the nuts on opposite or near-opposite sides of the bolt circle are successively tightened in a pattern resembling a star (for an 8-bolt circle with bolts sequentially numbered 1 to 8, tighten nuts in the following bolt order: 1, 5, 7, 3, 8, 4, 6, 2).

With the top nuts snug tight, the top nuts shall be tightened one-sixth of a turn beyond snug tight. After the top nuts are tightened, the leveling nuts should be retightened to assure the full contact has been maintained. The distance from the bottom of the leveling nuts to the top of the foundation shall not exceed dimension shown on the plans. The top nuts shall have full thread engagement. The distance from the bottom of the leveling nuts to the top of the foundation shall not exceed 1".

High-strength bolts, including nuts and washers, shall be installed, and tensioned in accordance with Subarticle 6.03.03-19, amended elsewhere herein. The arm shall be temporarily and fully supported while all the high-strength bolts are installed and tensioned. The temporary arm support shall not be removed until the Engineer has confirmed that the faying surfaces of the flange (connection) plates are in firm, continuous contact and the high-strength bolts were properly installed and tensioned. All high-strength bolts in the arm to pole bolted connection shall be

inspected (in accordance with Subarticle 6.03.03-19, amended elsewhere herein) to confirm the high-strength bolts were properly tensioned.

After erecting the mast arm, the mast arm shall be electrically grounded by attaching the bare copper grounding conductor to the inside of the handhole frame with a stainless steel bolt and to the ground rod with a ground clamp. The rigid metal conduit shall be electrically grounded by attaching the bare copper grounding conductor to the insulated bonding bushing and to the ground rod with a ground clamp.

The traffic appurtenances shall be located and mounted on the arm as shown on the cross-sections. Holes, if required for wires, shall be located adjacent to the appurtenances, and shall be drilled in the bottom of the arm. A rubber grommet shall be installed in each hole to protect the wires from chafing.

After installation of the traffic appurtenances, the anchor bolt nuts (leveling and top anchor nut) and washers shall be in full contact with the top and bottom surfaces of the pole base plate and the centerline of the pole shall be plumb.

After installation of the traffic appurtenances, if the structure exhibits excessive vibration, oscillations or deflections as determined by the Engineer, the Contractor shall design and construct devices to mitigate the movements. The Contractor is responsible for immediately stabilizing the structure to the satisfaction of the Engineer. Stabilizing the structure may require the removal of the sign panels or the entire structure. Prior to installation of any mitigation device, the Contractor shall submit drawings, design computations other documentation to the Engineer for review in accordance with Article 1.05.02.

The last character of the mast arm identification number shall be stenciled with black paint, unless otherwise specified, on the pole of each mast arm. The character shall be 3" high and placed approximately 1' above the top of the base plate facing the centerline of the roadway.

Method of Measurement: This work will be measured for payment by the number of steel mast arm assemblies of the type specified, completed, and accepted in place.

Basis of Payment: This work will be paid for at the contract unit price each for "XX Steel Mast Arm Assembly" of the type specified, complete in place, which price shall include all equipment, materials, tools and labor incidental to the design, fabrication and installation, including mitigation devices if required, of the mast arms at the locations specified on the plans.

PAY ITEM	PAY UNIT
20’ Steel Mast Arm Assembly	EA.
25’ Steel Mast Arm Assembly	EA.
30’ Steel Mast Arm Assembly	EA.
35’ Steel Mast Arm Assembly	EA.
40’ Steel Mast Arm Assembly	EA.
45’ Steel Mast Arm Assembly	EA.

50’ Steel Mast Arm Assembly	EA.
15’ and 25’ Twin Steel Mast Arm Assembly	EA.
20’ and 35’ Twin Steel Mast Arm Assembly	EA.
30’ and 35’ Twin Steel Mast Arm Assembly	EA.
40’ and 45’ Twin Steel Mast Arm Assembly	EA.

ITEM #1105001A - 1 WAY, 1 SECTION SPAN WIRE TRAFFIC SIGNAL

ITEM #1105003A - 1 WAY, 3 SECTION SPAN WIRE TRAFFIC SIGNAL

ITEM #1105101A - 1 WAY, 1 SECTION MAST ARM TRAFFIC SIGNAL

ITEM #1105103A - 1 WAY, 3 SECTION MAST ARM TRAFFIC SIGNAL

ITEM #1105203A - 1 WAY, 3 SECTION POLE MOUNTED TRAFFIC SIGNAL

ITEM #1105303A - 1 WAY, 3 SECTION PEDESTAL MOUNTED TRAFFIC SIGNAL

Article 11.05.03 – Construction Methods:

In the second paragraph, delete the last sentence ("A balance adjuster shall…").

Add the following paragraphs:

Circular indications that have an identification mark (such as an arrow) on the top of the lens shall be installed with that mark at the 12 o-clock position.

Article 11.05.05 – Basis of Payment:

In the first sentence of the first paragraph, delete "balance adjuster,".

Article M.16.06 - Traffic Signals

Sub Article 3 - Housing:

In the last sentence, between the words "housing" and "shall" add "and all internal hardware".

Add the following after the last paragraph.

Each section of the housing shall be provided with a removable visor. The visor shall be the cap type, unless otherwise noted on the plan. The visor shall be a minimum .05 inch (1.3 mm) thick. The visor shall be the twist on type and secured to the signal by four equidistant flat tabs screwed to the signal head.

Sub Article 4 - Brackets:

Add the following at the end of the last paragraph:

Backplates shall be 5" wide and louvered.

Install a 2" wide fluorescent yellow retroreflective strip (Type XI sheeting) along the perimeter of the face of the backplate.

Replace the last paragraph with the following:

When indicated on the plans, a backplate of dimensions, as shown on the plans, constructed of 5052-H32 aluminum alloy sheet between 0.050-in to 0.065-in thickness meeting the requirements of ASTM B209 shall be attached to the signal head housing. The front surface of backplate per MUTCD shall have a dull black finish to minimize light reflection and to increase contrast between the signal indication and its background.

Delete Sub Article 5 - Optical Unit and **Sub Article 6** – Lamp Socket and replace with the following:

Optical Unit, Light Emitting Diode:

(a) General:

Only Optical Units that meet the requirements contained herein supplied by the below manufacturers that have been tested by the Department's Signal Lab will be accepted. Final approval for model numbers will be done at the time of the catalog cut submittals.

Duralight
Trastar, Inc.
860 N. Dorothy Dr., Suite 600
Richardson, TX 75081

GE Lighting Solutions
Corporate Headquarters
1975 Noble Road Building 338E
East Cleveland, OH 44112-6300

Dialight
1501 Foute 34 South
Farmingdale, NJ 07727

Leotek
726 South Hillview Drive
Milpitas, CA 95035

The materials for Light Emitting Diode (LED), Optical Unit, circular and arrow, shall conform to the following:

- The ITE Performance Specification for Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement for circular indications dated June 27, 2005.

- The ITE Performance Specification for Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement for arrow indications dated July 1, 2007.

Section 4, Adjustable Traffic Signals and General Housing sections of the **Department of Transportation Functional Specifications for Traffic Control Equipment, current edition governs.** Where the Department of Transportation Functional Specifications conflict with this Special Provision or the 2005/2007 ITE Performance Specifications, this Special Provision and the 2005/2007 ITE Performance Specifications shall govern.

The Optical Unit shall have an Incandescent look and be made up of a smooth surfaced outer shell, multiple LED light sources, a filtered power supply and a back cover, assembled into a sealed unit. The Optical Unit shall be certified as meeting the 2005/2007 ITE Specifications by Intertek Testing Services, Inc. (ITSNA, formerly ETL) or another organization currently recognized by the Occupational Safety and Health Administration (OSHA) as a Nationally Recognized Testing Laboratory (NRTL.) The Optical Unit shall perform to the requirements of the ITE Specification for a minimum of 60 months.

A "Swing Test" will be performed by the Department to ensure no significant dimming or blanking occurs, until the lamp is obscured by the visor. All L.E.D Lamps will be subjected to further field testing for reliable operation.

The Arrow Optical Unit shall be "Omni-Directional" so that it may be oriented in a right, left or straight configuration without degradation of performance.

(b) Electrical Requirement:

Operating voltage:

80 to 135 Volts AC with cutoff voltage (no visible indication) below 35Volts AC.

Power requirements:

Circular Indications: 12", (300 mm) – no more than 16 Watts
Circular Indications: 8", (200mm) - no more than 16 Watts
Arrows Indications: 12", (300mm) - no more than 16 Watts

Power Supply:

Fused and filtered to provide excess current protection and over voltage protection from electrical surges and transient voltages.

(c) Photometric Requirement:

Beam Color:

Meet 2005/2007 ITE Specifications

(d) Mechanical Requirements:

Diameter:

The Circular Optical Unit shall fit into standard 12" (300mm) or 8" (200mm) housing.
The Arrow Optical Unit shall fit 12" (300mm) housings only.

Enclosure:

UV (Ultraviolet) stabilized polycarbonate back cover.
Clear lens cover for all Red, Yellow and Green Circular Optical Units.
For Arrow Optical Units the arrow indication segment of the lens shall be clear.
Enclosure sealed and waterproofed to eliminate dirt contamination and be suitable for installation in all weather conditions.

Clearly mark on the housing the following information:

- Manufacturer & model number
- Date of manufacture (must be within one year of installation)

The model number shall end with the number of LEDs used to comprise the unit as the last digits of the model number. Example, if the unit comprised of 3 LEDs and the model is x12y, then the new model number shall read x12y3.

Operating temperature:

Meet 2005/2007 ITE Specification

Wiring: L.E.D. lamps shall have **color coded 16 AWG wires** for identification of heads as follows:

RED L.E.D. Lamps	RED with WHITE neutral
YELLOW L.E.D. Lamps	YELLOW with WHITE neutral
GREEN L.E.D. Lamps	GREEN or Brown with WHITE neutral
RED L.E.D. ARROWS	RED/WHITE with WHITE neutral
YELLOW L.E.D. ARROWS	YELLOW/WHITE with WHITE neutral
GREEN L.E.D. ARROWS	GREEN/WHITE or BROWN/WHITE with WHITE neutral
GREEN/YELLOW LE.D ARROWS	GREEN/WHITE or BROWN/WHITE, YELLOW/WHITE, with WHITE neutral

Wires shall be terminated with a Block Spade, 6-8 stud/ 16-14 wire size.

All Circular Optical Units shall be supplied with a minimum 40" pigtail and all Arrow Optical Units Supplied with a minimum 60" pigtail.

Sub Article 9 **- Painting:**

Third coat:

Replace with the following:

The housing, housing door, the back surface of the backplate, and all brackets, banding, and hardware shall be painted black by the manufacturer. The color shall be No. 17038, Federal Standard No. 595.

The outside of the visors shall have a dull black finish that meets Federal Specification TT-E-527.

The inside of the visors per MUTCD shall have a dull black finish to minimize light reflection and to increase contrast between the signal indication and its background. The dull black finish shall meet Federal Specification TT-E-527.

The contractor shall submit color samples to the City of Meriden Engineer or their representative.

ITEM #1105074A - 1 WAY, 3 SECTION SPAN WIRE TRAFFIC SIGNAL – PROGRAMMED
ITEM #1105151A - 1 WAY, 3 SECTION POLE MOUNTED TRAFFIC SIGNAL, PROGRAMMED

Description: This item shall consist of furnishing and installing a programmable traffic signal with the ability to limit signal visibility to specific target areas and increase intersection safety. These 12-inch traffic signals feature a focused and directional beam for precise lane control to avoid motorist confusion when two intersections are in close proximity. The programmable traffic signal is to be manufactured by McCain.

- Ability for signal sections to be tilted in two-degree increments for a maximum of ten degrees above and below the horizontal axis while still maintaining a common vertical axis.
- Moisture proof and dust tight neoprene gasket fitted to the gasket channel cast in the door perimeter
- Acrylic lenses colored to ITE specifications
- Optical Unit, Light Emitting Diode (LED)
- Masking kit

Materials:

General Specifications:

Dimensions:	13.3” H x 13.3” W x 18.0” D (1 section)
Material:	Housing: Cast aluminum, type 360, reduced corrosion, increased powder coat adhesion Door Hardware: Stainless steel
Finish:	Powder coated
Color:	Black
Access:	Front door (1), rear door (1)
Lamp:	PAR-46, 115 VAC, 150 W
Environmental:	Operating temperature: -37℃ to +74℃ Humidity: 0 to 95% (non-condensing)
Weight:	23 lbs (1-section)

The housing, housing door, the back surface of the backplate, and all brackets, banding, and hardware shall be painted black by the manufacturer. The color shall be No. 17038, Federal Standard No. 595.

The outside of the visors shall have a dull black finish that meets Federal Specification TT-E-527.

The inside of the visors per MUTCD shall have a dull black finish to minimize light reflection and to increase contrast between the signal indication and its background. The dull black finish shall meet Federal Specification TT-E-527.

The contractor shall submit color samples to the City of Meriden Engineer or their representative.

Backplates:

Backplates shall be 5" wide and louvered.

Install a 2" wide fluorescent yellow retroreflective strip (Type XI sheeting) along the perimeter of the face of the backplate.

Replace the last paragraph with the following:

When indicated on the plans, a backplate of dimensions, as shown on the plans, constructed of 5052-H32 aluminum alloy sheet between 0.050-in to 0.065-in thickness meeting the requirements of ASTM B209 shall be attached to the signal head housing. The front surface of backplate per MUTCD shall have a dull black finish to minimize light reflection and to increase contrast between the signal indication and its background.

Method of Measurement: The quantity to be paid for under this item will be the number of completed, installed and accepted traffic signal units of the type specified.

Basis of Payment: This work will be paid for at the Contract unit price each for "1 WAY, 3 SECTION SPAN WIRE TRAFFIC SIGNAL – PROGRAMMED" or "1 WAY, 3 SECTION POLE MOUNTED TRAFFIC SIGNAL, PROGRAMMED" which price shall include all materials, housing, brackets, conduit, visors, tunnel visors, louvers, back plates, optical unit, lamp socket, lens, mountings, balance adjuster, paint, painting, furnishing and installation, and necessary equipment, tools, labor and work incidental thereto.

No direct payment will be made for furnishing and installing visors or lenses required on existing traffic signals, but the cost thereof shall be included in the costs of the various traffic signal items

Pay Item	**Pay Unit**
1 WAY, 3 SECTION SPAN WIRE TRAFFIC SIGNAL – PROGRAMMED	EA.
1 WAY, 3 SECTION POLE MOUNTED TRAFFIC SIGNAL, PROGRAMMED	EA.

ITEM#1106001A- 1 WAY PEDESTRIAN SIGNAL POLE MOUNTED

ITEM#1106002A- 2 WAY PEDESTRIAN SIGNAL POLE MOUNTED

ITEM#1106003A- 1 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED

ITEM#1106004A- 2 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED

Section 11.06.02 Pedestrian Signal, Materials

Section M.16.07 C. Optical Unit

Delete 2. LED: and replace with the following:

General

- Meet requirements of current MUTCD Section 4E.
- Meet current ITE specifications for Pedestrian Traffic Control Signal Indications - (PTCSI) Part 2: Light Emitting Diode (LED).
- Meet CT DOT, 2008 - 2010 Functional Specifications for Traffic Control Equipment; Section 5D, LED Pedestrian Signal with Countdown Timer.
- Meet EPA Energy Star® requirements for LED Pedestrian Signal Modules.

Operational

- Countdown display only during the flashing Pedestrian Clearance (Ped Clr) Interval. Timer goes blank at end of flashing ped clr even if countdown has not reached zero.

Physical

- Sealed optical module to prevent entrance of moisture and dust.
- Self-contained optical module, including necessary power supplies.
- Designed to securely fit into standard housing without the use of special tools or modifications to the housing.
- Identification information on module: manufacturer's name, model number, serial number, and date code.

Optical

- Multiple LED sources; capable of partial loss of LED's without loss of symbol or countdown message.
- Two complete self contained optical systems. One to display the walking person symbol (walk) and the hand symbol (don't walk). One to display the countdown timer digits.
- Visual Image similar to incandescent display; smooth, non-pixilated.

- Symbol and countdown digit size as shown on the plan.
- Solid hand/person symbol; outline display not allowed.
- Overlaid hand/person symbols and countdown digits arranged side by side.
- Countdown digit display color: Portland Orange in accordance with ITE requirements.
- Countdown digits comprised of two seven segments, each in a figure 8 pattern.
- Photometric Requirements: Luminance, Uniformity, and Distribution in accordance with ITE requirements.
- Color Uniformity in accordance with ITE requirements.
- Blank–Out design; symbols and digits illegible even in direct sunlight when not illuminated.

Electrical

- Operating voltage: 89 VAC to 135 VAC.
- Low Voltage Turn-Off: 35 VAC.
- Turn-On and Turn-Off times in accordance with ITE specifications.
- Combined Hand – Countdown Digits wattage: $\geq$ 20 Watts.
- Input impedance at 60 Hertz sufficient to satisfy Malfunction Management Unit (MMU) requirements.
- Two separate power supplies. One to power the walking person symbol. One to power the hand symbol and the countdown digits.
- Meet Federal Communication Commission (FCC) regulations concerning electronic noise.
- Filtered and protected against electrical transients and surges.

Warrantee

- Five years from date ownership is accepted.

Section M.16.07 F. Painting:

Remove the 2nd and 3rd sentences referring to the color.

Third coat: Replace with the following:

The housing, housing door, and all brackets, banding, and hardware shall be painted black by the manufacturer. The color shall be No. 17038, Federal Standard No. 595.

The inside and outside of the visor shall have a dull black finish to minimize light reflection and to increase contrast between the signal indication and its background. The dull black finish shall meet Federal Specification TT-E-527.

The contractor shall submit color samples to The City of Meriden Engineer or their representative.

ITEM 1107007A - PEDESTRIAN PUSH BUTTON AND SIGN (PIEZO)

Add the following:

The pedestrian push button shall be a Bulldog BDL3 with PA-1G adapter as manufactured by Polara Engineering of Fullerton, CA.

M.16.08 – Pedestrian Push Button:

Sub Article - Painting.

Under the paragraph titled Third Coat, Replace the entire paragraph with the following:

Third Coat – BLACK ENAMEL: Shall be BLACK exterior baking enamel and shall comply with Federal Specifications A-A 2962 for use in the City of Meriden Downtown district. The contractor shall submit color samples to The City of Meriden Engineer or their representative.

ITEM #1108116A - FULLY ACTUATED CONTROLLER WITH ACTUATED PEDESTRIAN PHASE (16 PHASE)

1.0 Description

a. This work under this Section shall consist of providing all labor, equipment and materials to install a fully-actuated controller with actuated pedestrian phase (16 phase), controller cabinet, and all auxiliary equipment to provide the sequence, timing and traffic signal operation as shown on the plans or as directed by the Engineer. The equipment shall be manufactured by Oriux (formerly Peek Traffic).

b. The cabinet to house the controller shall be completely wired and all sub-bases shall be complete with load switches and flash relays. The cabinet shall also have all necessary auxiliary equipment required to provide the sequence and timing indicated on the plans. A time switch shall be installed in the cabinet.

c. The outside of the controller cabinet shall be unpainted 5052-H32 alloy aluminum, inside shall be white.

2.0 MATERIALS:

The controller shall be manufactured by Oriux (formerly Peek Traffic). The controller and the cabinet shall be NEMA TS2 type 2. The cabinet shall be unpainted aluminum.

The controllers to be outfitted with a battery backup system (To be paid under Item # 1113812A - UNINTERRUPTIBLE POWER SUPPLY) to have Type R44 Oriux Cabinets. All other controllers to have Type P44 Oriux Cabinets.

Cabinet Enclosure Type	Dimensions			Door Opening		Pad Mounting Pattern	
	H	W	D	H	W	W	D
P44	59"	44"	26"	49"	41 ¾"	40 ⅝"	18 ½"
R44	75 ½"	44"	26"	65 ½"	41 ¾"	40 ½"	"

The inside of the controller cabinet shall be powder coated white. The contractor shall submit paint chips and sampler finishes on aluminum of the intended color to the City of Meriden Engineer or their representative for their approval. A certificate of compliance of the powder coating system is required for approval.

The materials for the controller shall conform to the following requirements:

1. The controller unit shall be a Oriux ATC-1000 Advanced Traffic Controller Gen II. The unit shall be user-friendly, fully actuated, volume density, keyboard entry, menu driven, and 16 Phase operating in up to four rings with fully programmable ring structure. Controller shall have internal coordination capability with 6 coordination modes. They shall be Permissive, Yield, Permissive/Yield, Permissive/Omit, Sequential Omit, and Full Actuated Coordination. Controller shall also be capable of running a Coordination virtual split routine based on coordination phase vehicle traffic activity. The internal time clock shall have 250 events with 99-day programs and 10-week programs. Internal Preemption shall include 6 programmable emergency preemption and 6 low priority routines with in sync return to coordination. Controller shall generate cycle MOE reports and be capable of adjusting split times smoothly based upon these reports and time of day. Other reports shall include Local alarm log, Detector fault log, and Volume count log. Controller shall be programmable with up to 5 Max, and 3 adaptive Max routines. The controller shall be complete with communications modules compatible with a master controller and a "closed loop" responsive signal traffic system operating on 2 wire half duplex systems. Controller shall conform to applicable NEMA Standards. Sixteen Overlap displays shall be programmable through the keyboard.
2. The unit shall be equipped with NEMA TS2 Type 2 A, B, C, and D connectors.
3. An Oriux 3000E Closed Loop D Module shall be provided with each controller unit to access preemption and coordination functions. A DC-37 connection shall be provided for AUX connection. A DB-25 connection shall be provided for PREEMPT. A Standard Circular Connector 26 Position connection shall be provided for COORD Operation. Timing circuits of the traffic signal controllers shall be fully digital and shall be as accurate as the 60 Hz power source with an input range from 105 VAC to 130 VAC, over a temperature range encountered in Meriden, Connecticut.
4. An Oriux SG-1000 NEMA MMU2 and Conflict Monitor shall be installed in all cabinets.
5. This item shall include the installation of an interconnect cable termination panel on the left inside wall of the controller cabinet. The panel shall consist of a spring clip, quick connect type (R66) with a clear plastic cover. The panel shall have one row or 50, 4 position clips, and provide for the termination of a minimum of 25 pairs.

3.0 CONSTRUCTION METHODS:

a. The new controller and controller cabinet, shall be installed at the location(s) shown on the plans to provide the sequence, timing and traffic signal operation as shown on the plans or as directed by the Engineer.

4.0 METHOD OF MEASUREMENT

This work will be measured for payment by the number of controllers, completed and accepted in place.

5.0 BASIS OF PAYMENT

This work will be paid for at the contract unit price each for "Fully Actuated Controller with Actuated Pedestrian Phase (16 Phase)" of the type specified, which price shall include all materials, miscellaneous hardware, labor, tools, and work incidental thereto.

Pay Items	Pay Units
Fully Actuated Controller with Actuated Pedestrian Phase (16 Phase)	EA.

ITEM # 1108163A - MODIFY EXISTING CONTROLLER

The work under “Modify Existing Controller” shall consist of modifying the existing traffic controller assembly to provide the revised operation as shown on the plans or as directed by the Engineer. The modification shall include, but not be limited to, revisions to the timing and sequence, cabinet wiring, coordination, pre-emption, field wiring and cabinet wiring diagrams.

CONSTRUCTION METHODS

All revisions to the cabinet wiring shall be neat and orderly. All additional wiring shall be from terminal to terminal. Splices will not be allowed. All changes, additions and deletions shall be documented, dated and drawn on the reproducible original or a reproducible copy of the original cabinet wiring diagram. Four paper copies shall be furnished to the Engineer upon completion of the revision.

METHOD OF MEASUREMENT

These items will be measured for payment as an "Each" item.

BASIS OF PAYMENT

The work for modifying existing controllers will be paid for at the contract price each, for "Modify Existing Controller" which price shall include all necessary load switches, relays, components, hardware, tools, equipment, engineering and labor required to modify the existing controller as shown on the plan. This price shall also include four updated cabinet wiring diagrams.

Pay Item	Pay Unit
Modify Existing Controller	Ea.

ITEM #1108725A - PHASE SELECTOR (MODIFIED)

ITEM #1112413A - DETECTOR (TYPE A) (MODIFIED)

ITEM #1112471A - PRE-EMPTION SYSTEM CHASSIS (MODIFIED)

ITEM #1113552A - DETECTOR CABLE (OPTICAL) (MODIFIED)

SYSTEM DESCRIPTION:

The emergency vehicle traffic signal priority control system shall enable designated vehicles to remotely cause the traffic signal controller to advance to and/or hold a desired traffic signal display by using existing controller functions. The control shall be effective for a distance of up to 2500 feet (762 m) along an unobstructed "line of sight" path. The control shall not terminate until the vehicle is within 40 feet (12.2m) of the detector or at the intersection.

The system shall consist of the following components:

A. Phase Selector (Opticom GTT (typ.) model 762 (2 channel)) which shall cause the signal controller to advance to and/or hold the desired traffic signal display for the emergency vehicle.

B. Pre-emption system chassis (GTT (typ.) model 770) shall house one phase selector.

C. Optical Detector which shall be mounted on or near a traffic signal and shall receive the optical energy signals generated by the Vehicle Emitter.Detector (Type A) 1 Direction, 1 Channel (Opticom GTT (typ.) model 711)

D. Detector Cable (Optical) (GTT (typ.) model 138)

System Operation:

A. The operating sequence shall be initiated when the Optical Detector receives the required optical energy signal from the Vehicle Emitter.

B. The Phase Selector shall cause the traffic signal controller to advance to and/or hold the desired traffic signal display for the emergency vehicle.

C. The Phase Selector shall cause the controller to advance to and/or hold the desired traffic signal display even if the optical energy signals cease before the desired display is obtained.

D. The Phase Selector shall allow the traffic signal controller to resume normal operation within ten seconds after optical energy signals cease if the optical energy signals cease after the desired traffic signal display is obtained.

E. The Phase Selector shall not respond to optical energy signals from an emergency vehicle if it is already processing optical energy signals from another emergency vehicle.

System Components:

A. Optical Detector:

The optical detector receives the high intensity optical pulses produced by the emitter. These optical energy pulses are transformed by the detector into appropriate electrical signals which are transmitted to the phase selector. The optical detector is mounted at or near the intersection in a location which permits an unobstructed line of sight to vehicular approaches. The units may be mounted on signal span wires, mast arms or other appropriate structures.

1. Shall be of solid state construction.
2. Shall operate over an ambient temperature range of minus 30^{O} F. to plus 165^{O} F. (minus 34^{O} C to plus 74^{O} C.)

3. Shall have internal circuitry potted in a semi-flexible compound to ensure moisture resistance.

4. Shall operate in 5% to 95 % relative humidity.

5. Shall have a cone of detection of not more than 13 degrees. The detector and/or phase selector shall not sense a pre-emption signal from an emitter outside this cone.

B. Phase Selector

The Phase Selector utilizes solid state and relay circuitry to interface between the Optical Detector and the traffic signal controller. The Phase Selector supplies power to and receives electrical signals from the Optical Detector. When Detector signals are recognized as a valid call, the Phase Selector causes the signal controller to advance to and/or hold the desired traffic signal display. This is accomplished by utilizing Phase Selector circuitry in conjunction with normal internal controller functions, such as;

The phase selector is capable of assigning priority traffic movement to one of two channels on a first-come, first-serve basis. Each channel is connected to select a particular traffic movement from those normally available within the controller. Once a call is recognized, "commit to green" circuitry in the phase selector functions so that the desired green indication will be obtained even if optical communication is lost. After serving a priority traffic demand, the phase selector will release the controller to follow normal sequence operation.

1. Shall include an internal power supply to supply power to the optical detectors.

2. Shall have two channel operation with the capability of interfacing with an additional phase selector for expansion of channels of operation.

3. Shall have adjustable detector range controls for each channel of operation, from 40 feet (12m) to 2500 feet (762m).

4. Shall have solid state indicator lights for power on and channel called.

5. Shall operate over an ambient temperature range of minus30 ^{O} F. to plus 165^{O} F. (minus 34^{O} C to plus74C)

6. Shall operate in 5% to 95 % relative humidity.

C. Pre-emption System Chassis

1. Opticom Model 760 card racks shall consist of a metal enclosure.
2. Dedicated card slot for one Opticom phase selector.
3. Front panel shall include a terminal strip for connecting the Opticom detectors and outputs to a gate operator as well as a 9-pin circular connector and harness to connect to 120 VAC.
4. Stable "on-shelf" mounting.
5. Easy-to-read terminal designations.
6. Relay Specifications:
   a. Shall be designed to actuate gate opener circuit.
   b. Shall be designed to switch AC or DC.
   c. Shall include normally open and closed contacts.

D. Detector Cable (Optical)

1. 3 Conductor cable with shield and ground wire.
2. AWG #20 (7x28) stranded.
3. Individually tinned copper strands.
4. Conductor insulation: 600 volt, 167^{O} F. (75 deg. C).
5. 1 Conductor-yellow; 1 Conductor-blue; 1 Conductor-orange.
6. Aluminized mylar shield tape or equivalent.
7. AWG #20 (7x28) stranded uninsulated drain wire
8. DC resistance not to exceed 11.0 ohms per 1000 feet (305m).
9. Capacitance from one conductor to other two conductors and shield not to exceed 48 pf/ft. (157pf/m).
10. Jacket: 600 volts, 176^{O} F. (80 deg. C), minimum average wall thickness – 0.045" (1.14mm).
11. Finished O.D.: 0.3" (7.62mm) max.

System Interface:

System shall be capable of operating in a computerized traffic management system when appropriate interfacing is provided by the computer supplier.

General:

The Contractor shall furnish the manufacturer the phasing diagrams indicating controller sequence and timing.

The optical equipment manufacturer shall replace or repair without charge, any component parts that prove to be defective within five years from the date of shipment from manufacturer. Manufacturer shall certify upon request that all materials furnished will conform to this specification. The manufacturer or his designated representative shall be responsible for determining and setting all required range and emitter intensity for the emergency vehicle operation.

Construction Methods:

All equipment except the vehicle emitter assembly shall be installed and wired in a neat and orderly manner in conformance with the manufacturers' instructions. The vehicle emitter assembly shall be delivered to a designated town representative. Installation of the vehicle emitter assembly shall be the responsibility of the town.

Traffic signals owned and maintained by the State that have optical pre-emption equipment owned and maintained by the town shall have an Auxiliary Equipment Cabinet (AEC) attached to the controller cabinet. The optical preemption equipment shall be housed in the AEC. Traffic signals owned and maintained by the town do not require an AEC to house the pre-emption equipment.

Detector cables shall be installed continuous with no splices between the optical detector and the AEC.

Detector locations shown on the plan are for illustration purposes only. Exact location shall be determined by the manufacturer or the designated representative for the best possible line of sight.

If not present in an existing traffic controller cabinet, the following items shall be installed and connected, in conformance with the current Functional Specifications for Traffic Control Equipment, "D" Cabinet Requirements (Pre-emption Type):

- Controller "D" harness and adapter.
- Pre-emption termination panel with terminal block and relay bases.
- Pre-emption disconnect switch, mounted on the emergency switch panel (on inside of cabinet door).
- Pre-emption test buttons, mounted on the pre-emption termination panel.

All connections from the phase selector to the "D" harness and to the cabinet wiring shall be made at the termination panel. The termination panel shall have AC+ Lights, AC-, and a switched logic ground. The switched logic ground feeds all the pre-empt inputs to the phase selector. When switched off by the pre-emption disconnect switch, the traffic controller shall not be affected by pre-empt calls from the optical pre-emption system. A minimum of two test buttons shall be provided. If there are more than two pre-empt runs, a button for each shall be installed. A chart or print out, indicating the program steps and settings shall be provided along with the revised cabinet wiring diagrams.

<u>Test the pre-emption system at the semi-final inspection according to the following guidelines:</u>

1. Notify the system owner/user, such as the municipal fire chief or public works director, of the scheduled inspection

2. Request a fire department representative and an emergency vehicle, which has an emitter, to conduct the test. If not available, the contractor shall provide an emitter.
3. In the presence of the Engineer, and the municipal representative, test each pre-empted approach with the emergency vehicle. Test the following items of the system:
   * Confirm the emitter activates the phase selector and the phase selector activates the correct pre-emption input to the controller.
   * Confirm adequate range. The traffic signal must be pre-empted to green sufficiently in advance of the emergency vehicle arrival. The vehicle emitter shall initiate pre-emption at a minimum distance of 2500 FT. (760m).
   * Confirm there are no false calls. Keep the emitter active as the emergency vehicle passes through the intersection. No other optical detectors shall sense the strobe.
4. Document the test. Provide the Engineer and, upon request, the municipality copies of the test results.

If a malfunction is found or the system needs adjustment (such as range, emitter intensity, or detector location), schedule a follow-up test. Repeat the above steps for all approaches that did not pass.

All adjustments such as emitter intensity, phase selector range, sensitivity, detector placement, shall be made at the intersection, by the contractor so that the optical pre-emption operates correctly with other major manufacturers' equipment currently owned by the town.

Method of Measurement:

Optical Detectors (modified), Phase Selectors (modified), System Chassis (modified) will be measured for payment by the number of each supplied, installed and accepted. Detector Cable (Optical) (modified) will be measured by the number of linear feet (meters) supplied, installed and accepted. Vehicle Emitters (modified) will be measured by the number of each supplied to the Town and accepted.

Basis of Payment:

Payment for Optical Detectors (modified), Phase Selector (modified), System Chassis (modified) and Detector Cable (Optical) (modified) will include the item unit cost, including all manufacturer's required mounting hardware and the cost of installation and supervision by the manufacturer or his designated representative, including travel and subsistence, and all materials, equipment and labor incidental thereto. Payment for termination panel, “D” harness, test buttons, program chart (or print out) and revised cabinet wiring diagrams shall be included in the item PRE-EMPTION SYSTEM CHASSIS (MODIFIED). Payment for Vehicle Emitters (modified) will include the item unit cost only.

Pay Items	Pay Units
Detector (TYPE A) (MODIFIED)	Ea.
Phase Selector (MODIFIED)	Ea.
Detector Cable (Optical) (MODIFIED)	L.F.
Pre-Emption System Chassis (MODIFIED)	Ea.

ITEM #1108808A –TRAINING

Description:
Training shall be arranged by the Contractor for the City of Meriden personnel in the configuration, operation, and maintenance of the new traffic signal controller hardware, controller firmware, detection system, and uninterruptible power supply included in the Contract.

Materials:
The Contractor shall develop and supply all necessary manuals, displays, class notes, and visual aids, and other instructional materials furnished by equipment manufacturers. Instructional materials shall include all data sheets and manuals from manufacturers for all contract items supplied. The required manuals shall be in loose-leaf binder form and on USB memory stick, unless otherwise approved by the City. Five (5) copies of each of the approved instructional material shall be provided to the City.

Construction Methods:

The Contractor shall indicate on the project schedule the calendar week in which they propose to conduct this training program. A detailed training plan shall be submitted to the City for review and approval at least 30 days prior to the proposed training. The Training shall be provided by the manufacturer's certified trainer. The Contractor shall also supply a resume of the person or persons that shall perform the training. The training plan shall include copies of all presentations, handouts, manuals, and all other training materials that will be used during the actual training. The plan shall consist of training on every proposed hardware and software element of the system. Training shall include classroom and hands-on instruction. Written approval of this training plan by the City shall be required prior to the actual presentation of the training sessions and/or the production in quantity of any training materials. The Contractor shall be responsible for providing the training venue at a location and time agreeable to the City.

For the training program, a staff of engineers, technicians, and maintenance personnel will be the training participants. Attendance will be up to five (5) staff designated by the City.

Each of the following topics shall include training on operation, maintenance, preventive maintenance, features, troubleshooting, configuration, administration, and calibration of the item.

- Traffic signal control system – 2 days
    - Controller unit hardware
    - Controller unit firmware programming
    - Traffic signal control cabinet including MMU, SIU, terminal and facilities
- 360 Degree Video Detection System – 1 day

Method of Measurement: Training will be measured for payment as a lump sum at the completion of all training sessions.

Basis of Payment: The Contract lump sum price for "Training" shall include all necessary instruction manuals, maintenance manuals, schematics of all equipment, and instruction for all attendees of the training sessions including instructors, and tools, equipment, travel, lodging, meals, and incidentals necessary to complete the training.

Pay Item	Pay Unit
Training	LS

ITEM #1111407A – CAMERA VIDEO DETECTION SYSTEM - GRIDSMART

Description: These items shall consist of furnishing and installing a Video Imaging Vehicle Detection System (VIVDS) that monitors vehicles on a roadway via processing of video images and provides detector outputs to a traffic controller or similar device. A VIVDS configuration for a single intersection will consist of either 1 or 2 fixed focal length omnidirectional view cameras and the VIVDS PROCESSOR at each of the project intersections and in accordance with the current City of Meriden video detection standards. The VIVDS is to be manufactured by GRIDSMART Technologies, Inc.

The system is composed of these principal items: the camera(s), the field communications link consisting of a single CAT5e cable between each camera and the VIVDS Processor, and the VIVDS PROCESSOR along with a PC, video monitor or associated equipment required to setup the VIVDS PROCESSOR and software to communicate to the VIVDS PROCESSOR.

The VIVDS PROCESSOR must be either NEMA TS 2 TYPE 1 or TYPE 2. TYPE 2 must have RS 485 SDLC. The VIVDS PROCESSOR must have at least four (4) processing cores of 2.8GHz or greater, a minimum of 3GB random access memory (RAM), and at least 32GB of onboard storage.

Definitions.

A. VIVDS PROCESSOR. The electronic unit that converts the video image provided by the cameras, generates vehicle detections for defined zones and collects vehicular data as specified.

B. Central Control. A remotely located control center, which communicates with the VIVDS PROCESSOR. The VIVDS operator at the central control has the ability to monitor the operation and modify detector placement and configuration parameters. The equipment that constitutes central control is comprised of a workstation microcomputer along with the associated peripherals as described in this special specification.

C. Field Setup Computer. A portable microcomputer used to set up and monitor the operation of the VIVDS PROCESSOR. If required to interface with the VIVDS processor unit, the field setup computer with the associated peripherals described in this special specification and a video monitor, also described in this special specification, must be supplied as part of the VIVDS.

D. Field Communications Link. The communications connection between the camera(s) and the VIVDS PROCESSOR. This link will consist of one CAT5e cable for each omnidirectional camera.

E. Remote Communications Link. The communications connection between the VIVDS PROCESSOR and the central control.

F. Camera Assembly. The complete camera or optical device assembly used to collect the visual image. The camera assembly consists of a CMOS camera, environmental enclosure, temperature control mechanism, and all necessary mounting hardware.

G. Occlusion. The phenomenon when a vehicle passes through the detection zone but the view from the sensor is obstructed by another vehicle. This type of occlusion results in the vehicle not being detected by the sensor.

Or

When a vehicle in one lane passes through the detection zone of an adjacent lane. This type of occlusion can result in the same vehicle being counted in more than one lane.

H. Detection Zone. The detection zone is an area selected through the VIVDS PROCESSOR that when occupied by a vehicle, sends a vehicle detection to the traffic controller or freeway management system.

I. Detection Accuracy. The measure of the basic operation of a detection system (shows detection when a vehicle is in the detection zone and shows no detection when there is not a vehicle in the detection zone).

J. Live Video. Video being viewed or processed at 5 to 10 frames per second.

K. Lux. The measure of light intensity at which a camera may operate. A unit of illumination equal to one lumen per square meter or to the illumination of a surface uniformly one meter distant from a point source of one candle.

Functional Capabilities.

The system software must be able to detect either approaching or departing vehicles in multiple traffic lanes. A minimum of 24 detector outputs per VIVDS PROCESSOR. Each zone and output must be user definable through interactive graphics by drawing arbitrarily shaped polygons using the Field Setup Computer or Central Control. The user must be able to redefine previously defined detection zones.

The VIVDS PROCESSOR must provide real time vehicle detection (within 500 milliseconds (ms) of vehicle arrival).

The system must be able to detect the presence of vehicles in up to 64 detection zones per camera.

Detection zones must be provided that are sensitive to the direction of vehicle travel. The direction to be detected by each detection zone must be user programmable.

The VIVDS PROCESSOR unit must compensate for minor camera movement (up to 2% of the field of view at 400 ft.) without falsely detecting vehicles. The camera movement must be measured on the unprocessed video input to the VIVDS PROCESSOR.

The camera must operate while directly connected to VIVDS Processor Unit.

Once the detector configuration has been downloaded or saved into the VIVDS PROCESSOR, the video detection system must operate with the monitoring equipment (monitor and/or laptop) disconnected or on-line.

When the monitoring equipment is directly connected to the VIVDS PROCESSOR, it must be possible to view vehicle detections in real time as they occur on the field setup computer's color VGA display or the video monitor.

The VIVDS PROCESSOR must support 1 or 2 omnidirectional view cameras. If equipped with 1 omnidirectional view camera, the VIVDS processor must also be capable of simultaneously supporting up to four (4) more traditional view cameras for special needs such as advance detection or underpass detection.

Vehicle Detection.

A. Detection Zone Placement. The video detection system must provide flexible detection zone placement anywhere within the combined field of view of the image sensors. Preferred presence detector configurations shall be arbitrarily shaped polygons, including simple boxes, drawn across lanes of traffic or placed in line with lanes of traffic. A single detector must be able to replace one or more conventional detector loops.

B. Detection Zone Programming. Placement of detection zones must be by means of a graphical interface using the video image of the roadway. The monitor must show images of the detection zones superimposed on the video image of traffic while the VIVDS PROCESSOR is running. The displayed zones, when operating, must be able to be displayed outlined or filled, with a visible change indicating detection.

The detection zones must be created by using a mouse and keyboard to draw detection zones on the monitor or laptop computer. The detection zones must be capable of being sized and shaped to provide optimal road coverage and detection. It must be possible to upload detector configurations to the VIVDS PROCESSOR and to retrieve the detector configuration that is currently running in the VIVDS PROCESSOR.

The user must be able to edit previously defined detector configurations so as to fine tune the detection zone placement size and shape. Once a detection configuration has been created, the system must provide a graphic display of the new configuration on its monitor. While this fine-tuning is being done, the detection must continue to operate from the detector configuration that is currently called.

When a vehicle occupies a detection zone, the detection zone on the live video must indicate the presence of a vehicle, thereby verifying proper operation of the detection system. With the absence of video, the VIVDS PROCESSOR must have a display that will indicate proper operation of the detection zones.

Detection zones must be provided that are sensitive to the direction of vehicle travel. The direction to be detected by each detection zone must be user programmable. The vehicle detection zone should not activate if a vehicle traveling any direction other than the one specified for detection occupies the detection zone. Cross-street and wrong way traffic should not cause a detection.

Detection zones must have the option for the user to define that calls can be made with a side entrance (90° or less angled entrance).

C. Design Field of View. The video detection system must reliably detect vehicle presence in the design field of view. The design field of view must be defined as the sensor view when the image sensor is mounted 30 ft. or higher above the roadway, when the camera is adjacent (within 15 ft.) to the edge of the nearest vehicle travel lane, and when the length of the detection area is not greater than 5 times the mounting height of the image sensor. Within this design field of view, the VIVDS PROCESSOR unit must be capable of setting up a single detection zone for point detection (equivalent to the operation of a 6 ft. by 6 ft. inductive loop). A single camera, placed at the proper mounting height, must be able to monitor up to and including 5 traffic lanes simultaneously. A single omnidirectional camera, placed at the proper mounting height, must be able to monitor detection zones in at least intersection approaches.

D. Detection Performance. Detection accuracy of the video detection system must be comparable to properly operating inductive loops. Detection accuracy must include the presence of any vehicle in the defined detection zone regardless of the lane, which the vehicle is occupying. Occlusion produced by vehicles in the same or adjacent lanes must not be considered a failure of the VIVDS PROCESSOR, but a

limitation of the camera placement. Detection accuracy (a minimum of 95%) must be enforced for the entire design field of view on a lane by lane and on a time period basis. When specified in the plans, furnish up to 24 continuous hours of recorded video of all installed intersection cameras within the 30 day test period for verification of proper camera placement, field of view, focus, detection zone placement, processor setup and operation. The video from each camera must show vehicle detections for all zones.

E. Equipment failure, either camera or VIVDS PROCESSOR, must result in constant vehicle detection on affected detection zones.

VIVDS PROCESSOR.

A. Cabinet Mounting - The VIVDS PROCESSOR shall be shelf mountable.

B. Environmental Requirements - The VIVDS PROCESSOR must be designed to operate reliably in the adverse environment found in the typical roadside traffic cabinet. It must meet the environmental requirements set forth by the latest NEMA (National Electrical Manufacturers Association) TS1 and TS2 standards as well as the environmental requirements for Type 170, Type 179 and 2070 controllers. Operating temperature must be from -30°F to +165°F at 0% to 95% relative humidity, non condensing.

C. Electrical - The VIVDS PROCESSOR must have a modular electrical design.

The VIVDS PROCESSOR must operate within a range of 89 to 240 VAC, 60 Hz single phase. Power to the VIVDS PROCESSOR must be from the transient protected side of the AC power distribution system in the traffic control cabinet in which the VIVDS PROCESSOR is installed.

Communications to the field setup computer must be through an Ethernet port. This port must be able to download the real time detection information needed to show detector actuations.

The VIVDS PROCESSOR must have an Ethernet connection on the front of the unit for the connection to the 1st camera. If a second camera is installed at the intersection, the camera will connect with the VIVDS PROCESSOR through a connector mounted on the side of the PROCESSOR.

The unit must be equipped with a single VGA video output. This output must be capable of displaying the operation and detections of the VIVDS PROCESSOR.

The change log for all Software upgrades and/or changes MUST be presented on a readily assessable internet site with unencumbered public access.

The unit software and the supervisor software must include diagnostic software to allow testing the VIVDS functions. This must include the capability to set and clear individual detector outputs and display the status of inputs to enable setup and troubleshooting in the field.

Camera Assembly.

A. Camera. The video detection system must use high resolution, color image sensors as the video source for real time vehicle detection. The cameras must be approved for use with the VIVDS PROCESSOR unit by the supplier of the VIVDS. As a minimum, each camera must provide the following capabilities:

1. Images must be produced with a CMOS sensing element with horizontal resolution of at least 2560 lines and vertical resolution of at least 1920 lines. Images must be output in digital format as MJPEG image.

2. Useable video and resolvable features in the video image must be produced when those features have luminance levels as low 1.0 lux for color, for night use.

3. Useable video and resolvable features in the video image must be produced when those features have luminance levels as high as 10,000 lux during the day.

4. The camera must include an electronic shutter control based upon average scene luminance and must be equipped with fixed field of view and fixed focus lens which does not require opening the camera enclosure. The fixed focus lens must be always in focus without any required end-user adjustments.

B. Camera and Lens Assembly. The camera and lens assembly must be housed in an environmental enclosure that provides the following capabilities:

1. The enclosure must be waterproof and dust tight to the latest NEMA 4 specifications.

2. The enclosure must allow the camera to operate satisfactorily over an ambient temperature range from -29°F to +165°F while exposed to precipitation as well as direct sunlight.

3. The enclosure must include a provision for connection of the CAT5e cable. Input power to the environmental enclosure must be included in the Ethernet interface.

4. A thermostatically controlled heater must be at the front of the enclosure to prevent the formation of ice and condensation. The heater must not interfere with the operation of the camera electronics, and it must not cause interference with the video signal.

5. The enclosure must be light colored or unfinished and must be designed to minimize solar heating. Any plastics used in the enclosure must include ultra violet inhibitors.

6. The total weight of the image sensor in the environmental enclosure must be less than 9 lb.

Use waterproof, quick disconnect connectors to the camera for the CAT5e connection. A camera interface panel capable of being mounted to sidewalls of a controller cabinet must be provided for protection of the VIVDS PROCESSOR, camera CAT5e connection. The panel must consist of, as a minimum, 2 CAT5e cable surge protection connections.

When the connection between the camera and the VIVDS PROCESSOR is CAT5e cable, the cable used must be suited for outdoor installation.

Camera mounting hardware must allow for vertical or horizontal mounting to the camera enclosure.

Field Communication Link. The field communications link must be a two way communications connection from the camera to the VIVDS PROCESSOR. The primary communications link media must be burial grade CAT5e cable.

The following requirements must govern for the various types of field communications link media described on the plans:

A. CAT5e Cable. In locations where the plans indicate CAT5e cable is required as the primary communications link, this cable must be burial grade as well as suitable for above ground applications.

All connection cables must be continuous from the equipment cabinet to the camera connector.

Install lightning and transient surge suppression devices on the processor side of the field communications link to protect the peripheral devices. The suppression devices must be all solid state. The devices must present high impedance to, and must not interfere with, the communications lines during normal operation. The suppression devices must not allow the peak voltage on any line to exceed 300% of the normal operating peak voltage at any time. The response time of the devices must not exceed 5 nanoseconds.

VIVDS Set-Up System. The minimum VIVDS set-up system, as needed for detector setup and viewing of vehicle detections, must consist of a field setup computer and Windows based interface software (if required) or a video monitor with interface software built-in to the VIVDS PROCESSOR. Live video (5 frames per second) must be available on the field setup computer to determine proper operation of detectors. The field set-up computer as a minimum, must have a network connection.

If a field setup computer is required for system set-up, it must be supplied by the supplier of the VIVDS PROCESSOR.

The field setup computer must include all necessary cabling and a Windows based program to interface with the VIVDS PROCESSOR. This software must provide an easy to use graphical user interface and support all models/versions of the supplied VIVDS.

Live video with the detection overlaid is required for field verification of the system.

Installation and Training. The supplier of the video detection system must supervise the installation and testing of the video and computer equipment.

Instruction personnel are required to be certified by the equipment manufacturer. The User's Guide is not an adequate substitute for practical, classroom training and formal certification by an approved agency.

Formal levels of factory authorized training are required for installers, contractors and system operators. All training must be certified by the manufacturer.

Warranty, Maintenance and Support. The video detection system must be warranted to be free of defects in material and workmanship for a period of 3 years from date of shipment from the supplier's facility. During the warranty period, the supplier must repair with new or refurbished materials, or replace at no charge, any product containing a warranty defect provided the product is returned FOB to the supplier's factory or authorized repair site. Return product repair or replaced under warranty by the supplier with transportation prepaid. This warranty does not apply to products damaged by accident, improperly operated, abused, serviced by unauthorized personnel or unauthorized modification.

Ongoing software support by the supplier must include updates of the VIVDS PROCESSOR and supervisor software (if a field setup computer is required for set up). Provide these updates free of charge during the warranty period.

The supplier must maintain a program for technical support and software updates following

Camera Bracket. The camera shall be affixed to an aluminum bracket arm for rigid attachment of the camera. Field inspection shall dictate the required height of the bracket to position the camera given the span pole height, distance from the detection area, camera angle, visual obstacles, and other factors.

- Single arm [15', 10' (3.0m) or less], or Truss type [10' (3.0m) or greater].

- Length shown on plan.
- Clamp-on attachment to pole shaft 1' (300mm) from top of span pole.
- Designed to support minimum 30 lbs. (13.6 Kg), 2 sq. ft. (.2 sq. M) end load with minimal movement from wind.
- Schedule 40, 2" IPS galvanized pipe.
- Heavy duty galvanized finish
- Refer to detail drawing contained herein.

Color of the finished product shall be **Black, Federal no. 595, Color No. 17038** or as approved by the Engineer.

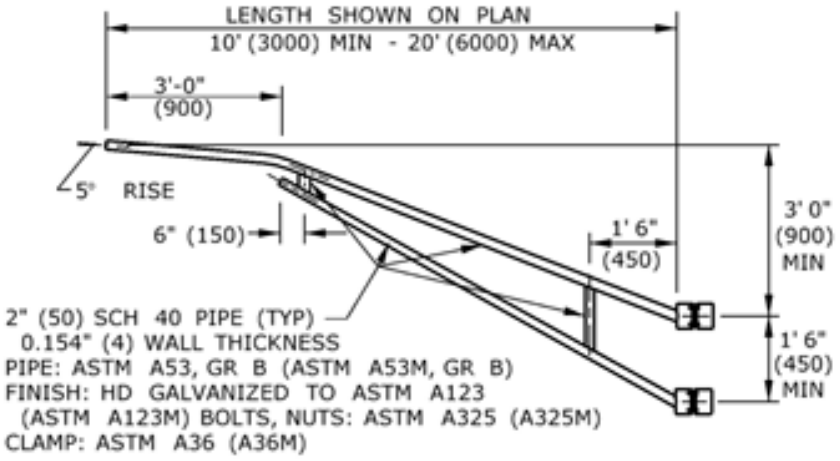
Warranties and Guarantees: (VDP and CA)

Provide warranties and guarantees to the Department of Transportation Office of Maintenance and the City's Signal Maintenance Division in accordance with Article 1.06.08 of the Standard Specifications. Warranties for all equipment furnished as part of this Contract are to cover a period of 24 months following successful completion of the entire intersection acceptance test.

Method of Measurement: The Camera Video Detection System with Camera Extension Brackets or approved equal will be measured for payment as the number units furnished, installed, made fully operational and tested.

Basis of Payment: The unit price bid for each complete Camera Video Detection System shall include the cost of furnishing and installing 1) a color video detection camera, 2) MVP unit for cabinet interface, and 3) a power and video interface panel, ethernet surge suppressor, and all associated enclosures, brackets, Camera Extension Brackets and camera cable. Payment for the communication server configuration software, all miscellaneous hardware, cabling, connectors, documentation, test equipment, and testing shall be included under these items. The unit price bid shall also include the cost of installation and furnishing all materials, tools, connections, equipment and labor and work incidental thereto to make the system fully operational.

Pay Item	Pay Unit
Camera Video Detection System	ea.



POLE MOUNT EXTENSION BRACKET, TRUSS

ITEM #1113511A – RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 1)

ITEM #1113512A – RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 2)

ITEM #1113513A – RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 3)

ITEM #1113514A – RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 4

ITEM #1113515A – RELOCATE RAILROAD PRE-EMPTION CABLE (SITE NO. 5)

Description:

Multiple intersections in the project area operate as part of an existing railroad pre-emption system, as shown on the plans. When a train enters the track circuit, the railroad provides immediate (simultaneous) pre-emption to the traffic signal controller cabinets via a hard-wire connection to the existing traffic signal controller cabinets.

Under this item, the Contractor shall disconnect the existing railroad pre-emption cable from the existing traffic signal controller cabinets and reconnect in the new controller cabinets to maintain the existing railroad pre-emption operation at the following intersections, as indicated on the plans:

- TCS-09 - East Main Street at Pratt Street And Perkins Street & Perkins Street at Crown Street (Site No. 1)
- TCS-07 - West Main Street at Colony Street - Bid Alternate A - (Site No. 2)
- TCS-08 - Hanover Street at Colony Street And Perkins Street - Bid Alternate B - (Site No. 3)
- TCS-15 - West Main Street at Colony Street - Bid Alternate D - (Site No. 4)
- TCS-16 - Hanover Street at Colony Street And Perkins Street - Bid Alternate E - (Site No. 5)

This work must be completed under supervision of Amtrak to ensure minimal disruption to the railroad pre-emption system.

Construction Methods:

The locations of existing railroad pre-emption cables are not shown on the plans. The Contractor shall be responsible for field verifying the location of existing railroad pre-emption cables prior to starting this work.

After field verifying the location of existing railroad pre-emption cables, the Contractor must submit a schedule and procedure to switch the railroad pre-emption cables over to the new traffic signal controllers for review by the City of Meriden, Connecticut Department of Transportation, and Amtrak. The Contractor shall not be allowed to perform any work that may interfere with operation of this railroad pre-emption system until the schedule and procedure is approved by the City of Meriden, Connecticut Department of Transportation, and Amtrak in writing.

Upon receipt of approval from the City of Meriden, Connecticut Department of Transportation, and Amtrak, the contractor shall disconnect the existing pre-emption cables from the existing traffic signal controller cabinets and reconnect in the new controller cabinets as described below:

1. Disconnect the pre-emption cable from the existing traffic signal controller cabinet and pull it back to the nearest handhole/manhole beyond the area of construction.

2. Relocate and extend the existing rigid metal conduit and/or install new rigid metal conduit and handholes as directed by the Engineer to connect to the new traffic signal controller foundation.

3. Clean the existing rigid metal conduit and/or handhole if needed for installation of interconnect. Cleaning the existing conduit and/or must first be approved by the Engineer as noted under Item Nos. #1008908A and 1010060A .

4. Re-install the pre-emption cable through the existing and/or new rigid metal conduit and reconnect the interconnect cable to the new traffic signal controller. The cables must be installed continuously between each cabinet. Splicing shall be allowed only with prior approval in writing by the City of Meriden, Connecticut Department of Transportation, and Amtrak.

5. If the existing railroad pre-emption cable is too short to reach the new traffic signal controller cabinet, then the Contractor shall notify the Engineer. Upon approval by the Engineer, the Contractor shall install a new 14/5 cable continuously between each cabinet.

Upon completion of the above work, the Contractor shall coordinate with Amtrak to test the operation of the railroad pre-emption system.

Method of Measurement:

This work will be measured as Lump Sum when all relocation work shown on the plans is completed and the railroad pre-emption cable is in the permanent location and the railroad pre-emption system at each intersection is reestablished and tested.

Basis of Payment:

This work shall be paid at the contract Lump Sum price for "Relocate Pre-Emption Cable (Site No.)" for each site. This price includes all materials, tools, equipment, labor, and work incidental to relocate and reinstall the existing railroad pre-emption cable at each site to maintain the existing operation of the railroad pre-emption system. This price shall also include field locating the existing railroad pre-emption cables and testing the system after relocation.

Installation of new conduit, handholes, and 14/5 cable shall be paid under the applicable items. Cleaning existing conduit shall be paid under Item #1008908A – Clean Existing Conduit and cleaning existing handholes shall be paid for under Item #1010060A- Clean Existing Concrete Handhole.

Coordination with City of Meriden, Connecticut Department of Transportation, and Amtrak shall be considered incidental to the project. No claim for additional compensation will be allowed for the work required to, or that results from, work to coordinate with City of Meriden, Connecticut Department of Transportation, and Amtrak.

Pay Item	**Pay Unit**
Relocate Railroad Pre-emption Cable (Site No. X)	LS

ITEM #1113812A – UNINTERRUPTIBLE POWER SUPPLY

The contractor shall provide a complete Oriux (formerly Peek Traffic) PB-2000 UPS (Uninterruptible Power Supply) system for all intersection locations within the proposed traffic controller cabinets.

MATERIALS

General

The UPS system shall provide uninterruptible power required for the operation of all electronic equipment used to operate the traffic control signals in the event of main utility power supply failure or voltage or frequency fluctuations.

The UPS system shall be supplied complete with UPS automatic switch.

The UPS system shall include all wiring necessary to interconnect the UPS control unit to the power source and to the traffic signal control components.

The UPS control unit must latch from line to battery and from battery to line (transfer time) in less than 60 milliseconds.

When installed at a traffic signal using LED signal lamps, the UPS system shall be capable of maintaining full signal display operation for a minimum of 4 hours after which it shall be capable of maintaining a flashing signal display for a further 6 hours minimum.

Switching from full operation to a flashing operation may be determined by a timer circuit or based on battery capacity.

If the UPS control unit or the batteries fail, the system shall automatically switch back to utility line power.

The UPS cabinet shall be supplied complete within the traffic signal controller base mounted cabinet as indicated in the Contract Documents.

The battery installation and wiring to the batteries shall be according to National Electric Code requirements as applicable.

The UPS system components shall operate properly for the time periods specified above under the following conditions:

- Ambient temperature –37 ^{o}C to +74 ^{o}C
- Humidity: < 95 percent

Batteries:

Batteries shall be Four 12VDC Batteries

Battery leads to UPS control unit shall be of suitable length.

The batteries shall be protected by a circuit breaker or a fuse.

Each battery shall be labelled with the date of manufacture. The label shall be at a visible location on the top of the battery.

In addition to any other warranty, the Contractor shall provide a 3 year warranty on the batteries. The warranty period for each battery shall be 3 years, commencing from the date of "switch on" for operation of the UPS system in which the batteries are used. Any defective battery shall be replaced within 30 days. The warranty shall include all labor, equipment, and materials required to replace the batteries, including traffic control and all removal and disposal work. The Contractor shall be responsible for the removal and disposal of any defective batteries replaced under warranty. The Owner shall be the sole judge in determining if a battery is defective.

UPS Control Unit

The UPS control unit shall be rack mountable with the following dimensions: Width of 17.5", depth of 19", and height of 5.25".

The front face of the control unit shall have indicators capable of displaying the following:

- Battery charge status to indicate the battery capacity

The UPS control unit shall have a minimum of one standard 120V grounded socket located on either the back or the front panel.

The UPS control unit shall contain over-current protection.

UPS Automatic Switch

The UPS automatic switch shall allow the UPS control unit to be removed for replacement or maintenance without turning off the traffic signal system or impacting traffic signal pre-emption.

The utility line power shall be connected to the input of the automatic switch. Under normal operating conditions the automatic switch shall connect the utility line power to the UPS control unit. In the event that the UPS control unit is not present or does not function, the automatic switch shall automatically connect the utility line power directly to the traffic signal system, bypassing the UPS control unit.

Power Conditioning and the Use of Batteries by the UPS

Under normal operating conditions the utility line power shall flow through the UPS control unit to the traffic signal system and any other connected loads.

When the utility line power is within the operating parameters specified by the UPS manufacturer and the Contract Documents the UPS control unit shall condition and deliver the power to the loads without drawing power from the batteries.

When the utility line power is not within the operating parameters specified by the UPS manufacturer and the Contract Documents the UPS control unit shall condition and deliver the power to the loads by drawing power from the batteries as required.

Electrical

The UPS system shall accept an AC voltage input range of 90 to 150 VAC.

All cables entering into the UPS shall be labeled using a permanent marking system to the satisfaction of the City.

The Contractor shall coordinate turn-on with the City.

PRODUCTION

All wires and leads shall be tied and secured within the UPS cabinet prior to delivery.

BASIS OF PAYMENT

This work shall be paid at the contract Unit Price price for "Uninterruptible Power Supply" for each unit successfully instalted. This price includes the Oriux (formerly Peek Traffic) PB-2000 UPS (Uninterruptible Power Supply) system, Universal Automatic Transfer Switch, Batteries, Battery heater mats, Surge Suppression device, all materials, tools, equipment, labor, and work incidental to install the system. UPS equipment shall be installed in accordance with manufacturer's specifications.

Pay Item	**Pay Unit**
Uninterruptible Power Supply	EA

ITEM#1118012A REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT

ITEM#1118016A REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT A

ITEM#1118017A REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT B

ITEM#1118018A REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT C

ITEM#1118019A REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT D

ITEM#1118020A REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT – ALT E

Section 11.18: Replace the entire section with the following:

11.18.01 – Description:

Remove all abandoned traffic signal equipment. Restore the affected area. Where indicated on the plans remove and reinstall existing traffic signal equipment to the location(s) shown.

Lead paint is presumed present on the painted surface of all cabinets and structures located within project limits. Any activities performed by the contractor that results in a painted surface being impacted or altered, shall be performed in accordance OSHA Lead in Construction Standard 29CFR 1926.62, or the painted surface shall be tested prior to any paint being disturbed by a qualified third party hired by the contractor to confirm that no lead is present.

11.18.02 – Materials:

The related sections of the following specifications apply to all incidental and additional material required for the proper relocation of existing equipment and the restoration of any area affected by this work.

- Division III, “Materials Section” of the Standard Specifications.
- Current Supplemental Specifications to the Standard Specifications.
- Applicable Special Provisions to the Standard Specifications.

- Current Department of Transportation, Functional Specifications for Traffic Control Equipment.

Article 11.18.03 - Construction Methods:

Schedule/coordinate the removal and/or relocation of existing traffic signal equipment with the installation of new equipment to maintain uninterrupted traffic signal control. This includes but is not limited to vehicle signals and detectors, pedestrian signals and pushbuttons, co-ordination, and pre-emption.

Abandoned Equipment

The contract traffic signal plan usually does not show existing equipment that will be abandoned. Consult the existing traffic signal plan for the location of abandoned material especially messenger strand, conduit risers, and handholes that are a distance from the intersection. A copy of the existing plan is usually in the existing controller cabinet. If not, a plan is available from the City of Meriden upon request.

Unless shown on the plans it is not necessary to remove abandoned conduit in-trench and conduit under-roadway

When a traffic signal support strand, rigid metal conduit, down guy, or other traffic signal equipment is attached to a utility pole, secure from the pole custodian permission to work on the pole. All applicable Public Utility Regulatory Authority (PURA) regulations and utility company requirements govern. Keep utility company apprised of the schedule and the nature of the work. Remove all abandoned hardware, conduit risers, and down guys, Remove anchor rods, to 6" (150mm) below grade.

When underground material is removed, backfill the excavation with clean fill material. Compact the fill to eliminate settling. Remove entirely the following material: pedestal foundation; controller foundation; handhole; pressure sensitive vehicle detector complete with concrete base. Unless otherwise shown on the plan, remove steel pole and mast arm foundation to a depth of 2 feet (600mm) below grade. Restore the excavated area to a grade and condition compatible with the surrounding area.

- If in an unpaved area apply topsoil and establish turf in accordance with Section 9.44 and Section 9.50 of the Standard Specifications.

- If in pavement or sidewalk, restore the excavated area in compliance with the applicable Sections of Division II, "Construction Details" of the Standard Specifications.

Relocated Equipment

In the presence of the Engineer, verify the condition of all material that will be relocated and reused at the site. Carefully remove all material, fittings, and attachments in a manner to safeguard parts from damage or loss. Replace at no additional cost, all material which becomes damaged or lost during removal, storage, or reinstallation.

Salvage Equipment

Salvage Material	Stock No.	Value
Controller Cabinet, Complete including but not	N/A	$ 500.00

limited to the following: Conflict Monitor Coordination Equipment Vehicle Detection Equipment		
Pedestrian Pushbutton and Sign (each)	N/A	$200.00
Pedestrian Signals and Brackets (each)	N/A	$ 500.00

All material not listed as salvage becomes the property of the Contractor; which assumes all liabilities associated with material's final disposition.

In the presence of the Engineer, verify the condition and quantity of salvage material prior to removal. After removal transport and store the material protected from moisture, dirt, and other damage. Coil and secure copper cable separate from other cable such as galvanized support strand.

Municipal Owned Traffic Signal Equipment

All of the scrap and Salvage Material listed above shall be returned to the City of Meriden at no additional cost. Contact engineering dept. at 203-630-4018 to inspect material and arrange delivery to 55 Michael Drive.

Article 11.18.04 – Method of Measurement:

This work will be measured as a Lump Sum.

Article 11.18.05 – Basis of Payment:

This work will be paid for at the contract lump sum price for "Removal and/or Relocation of Traffic Signal Equipment", "Removal and/or Relocation of Traffic Signal Equipment – Alt A", "Removal and/or Relocation of Traffic Signal Equipment – Alt B", "Removal and/or Relocation of Traffic Signal Equipment – Alt C", "Removal and/or Relocation of Traffic Signal Equipment – Alt D", or "Removal and/or Relocation of Traffic Signal Equipment – Alt E" which price shall include relocating signal equipment and associated hardware, all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading of signal equipment/materials designated for salvage and all equipment, material, tools and labor incidental thereto. This price shall also include removing and disposing of traffic signal equipment not to be salvaged and all equipment, material, tools and labor incidental thereto.

Payment is at the contract lump sum price for "Removal and/or Relocation of Traffic Signal Equipment", "Removal and/or Relocation of Traffic Signal Equipment – Alt A", "Removal and/or Relocation of Traffic Signal Equipment – Alt B", "Removal and/or Relocation of Traffic Signal Equipment – Alt C", "Removal and/or Relocation of Traffic Signal Equipment – Alt D", or "Removal and/or Relocation of Traffic Signal Equipment – Alt E" inclusive of all labor, vehicle usage, storage, and incidental material necessary for the complete removal of abandoned equipment/material and/or relocation of existing traffic signal equipment/material. Payment will also include the necessary labor, equipment, and material for the complete restoration of all affected areas.

A credit will be calculated and deducted from monies due the Contractor equal to the listed value of salvage material not returned or that has been damaged and deemed unsalvageable due to the Contractor's operations.

Removal and/or Relocation of Traffic Signal Equipment at the intersections of West Main Street at Colony Street and Hanover Street at Colony Street and Perkins Street for their full traffic signal equipment replacement including signing and pavement markings shall be paid under items #1118016A – Removal and/or Relocation of Traffic Signal Equipment – Alt A and #1118017A – Removal and/or Relocation of Traffic Signal Equipment – Alt B respectively.

Removal and/or Relocation of Traffic Signal Equipment at the intersections of West Main Street at Colony Street and Hanover Street at Colony Street and Perkins Street for their controller, signing, and pavement markings replacement shall be paid under items #1118019A – Removal and/or Relocation of Traffic Signal Equipment – Alt D and #1118020A – Removal and/or Relocation of Traffic Signal Equipment – Alt E respectively.

Removal and/or Relocation of Traffic Signal Equipment at the intersections of West Main Street at Church Street for their controller, signing, and pavement markings replacement shall be paid under item #1118018A Removal and/or Relocation of Traffic Signal Equipment – Alt C.

Removal and/or Relocation of Traffic Signal Equipment at all other locations under the base bid shall be paid under item #1118012A – Removal and/or Relocation of Traffic Signal Equipment.

Pay Item	Pay Unit
Removal and/or Relocation of Traffic Signal Equipment	L.S.
Removal and/or Relocation of Traffic Signal Equipment – Alt A	L.S.
Removal and/or Relocation of Traffic Signal Equipment – Alt B	L.S.
Removal and/or Relocation of Traffic Signal Equipment – Alt C	L.S.
Removal and/or Relocation of Traffic Signal Equipment – Alt D	L.S.
Removal and/or Relocation of Traffic Signal Equipment – Alt E	L.S.

ITEM NO. 1118051A – TEMPORARY SIGNALIZATION (SITE NO. 1)

ITEM NO. 1118052A – TEMPORARY SIGNALIZATION (SITE NO. 2)

ITEM NO. 1118053A – TEMPORARY SIGNALIZATION (SITE NO. 3)

ITEM NO. 1118054A – TEMPORARY SIGNALIZATION (SITE NO. 4)

ITEM NO. 1118055A – TEMPORARY SIGNALIZATION (SITE NO. 5)

ITEM NO. 1118056A – TEMPORARY SIGNALIZATION (SITE NO. 6)

ITEM NO. 1118057A – TEMPORARY SIGNALIZATION (SITE NO. 7)

ITEM NO. 1118058A – TEMPORARY SIGNALIZATION (SITE NO. 8)

ITEM NO. 1118059A – TEMPORARY SIGNALIZATION (SITE NO. 9)

ITEM NO. 1118060A – TEMPORARY SIGNALIZATION (SITE NO. 10)

ITEM NO. 1118071A – TEMPORARY SIGNALIZATION (SITE NO. 11)

ITEM NO. 1118072A – TEMPORARY SIGNALIZATION (SITE NO. 12)

ITEM NO. 1118073A – TEMPORARY SIGNALIZATION (SITE NO. 13)

Description:

Work under this item shall consist of providing Temporary Signalization (TS) at the intersections shown on the plans and a portable traffic light system.

1. Existing Signalized Intersection: The Contractor shall keep each traffic signal completely operational at all times during construction through the use of existing signal equipment, temporary signal equipment, new signal equipment, or any combination thereof once TS has started as noted in the section labeled “Duration.”

2. Portable Traffic Light System: The Contractor shall purchase one portable solar-powered trailer mounted NEMA traffic signal system with two overhead 1-Way 3-Section 12” diameter LED Signal Lamps, two countdown pedestrian LED signal lamps, and two pedestrian pushbuttons.

Materials:

- Pertinent articles of the Standard Specifications
- Supplemental Specifications and Special Provisions contained in this contract

Construction Methods: The Contractor shall perform a Preliminary Inspection and submit a Temporary Signalization (TS) Plan as described herein. No physical work will be allowed at any location until the requirements of the Preliminary Inspection and Temporary Signalization (TS) Plan have been met.

1. Preliminary Inspection

Prior to beginning any physical work, the Contractor shall meet with the Engineer and a representative from the DOT Electrical Maintenance Office (Town representative for a Town owned signal), to inspect and document (for the Engineer's concurrence) the existing traffic signal's physical and operational condition prior to implementing any Temporary Signalization (TS.) The inspection shall include, but not be limited to, the condition of the following:

- Controller Assembly (CA)
  - Controller Unit (CU)
  - Detection Equipment
  - Pre-emption Equipment
  - Coordination Equipment
- Vehicle and Pedestrian Signals
- Vehicle and Pedestrian Detectors
- Emergency Vehicle Pre-emption System (EVPS) *
- Interconnect Cable and Splice Enclosures
- Support Structures
- Handholes, Conduit and Cable

It may be necessary to repair or replace equipment that is missing, damaged, or malfunctioning. The Contractor shall prepare a list of items for replacement or repair. If authorized by the Engineer, this work will be considered "Extra Work" under Article 1.09.04.

* At a State owned signal the EVPS equipment is usually owned by the municipality. The Engineer will notify the municipality of the inspection schedule and information relating to its EVPS equipment as required.

The Preliminary Inspection meeting shall also include discussion of potential utility conflicts according to the *Utilities* section under *TS Plan* below.

2. Temporary Signalization (TS) Plan

At least 30 days prior to implementation of each stage, the Contractor shall submit a 1:40 (1:500 metric) scale TS plan in pdf format for each location to the Engineer for review and comment. This TS Plan shall include, but not be limited to the following:

- Survey Ties

- Dimensions of Lanes, Shoulders, and Islands
- Slope Limits
- Clearing and Grubbing Limits
- Signal Phasing and Timing
- Location of Signal Appurtenances such as Supports, Signal Heads, Pedestrian Push buttons, Pedestrian Signals
- Location of Signing and Pavement Markings (stop bars, lane lines, etc.)
- Location, method, and mode of Temporary Detection
- Location of utilities and potential conflicts

Review of the TS plan does not relieve the Contractor of ensuring the TS meets the requirements of the MUTCD. The existing traffic signal plan of record for State-owned traffic signals is available from the Division of Traffic Engineering upon request. The Contractor may request existing traffic signal plans for Town-owned traffic signals from the Town.

It is acceptable to use the existing traffic signal plan as the TS plan by marking up the existing plan to show any needed changes.

The Contractor shall not implement the TS plan until all review comments have been addressed.

The TS Plan shall also address the following elements:

Earthwork

The Contractor shall perform the necessary clearing and grubbing and the grading of slopes required for the installation, maintenance, and removal of the TS equipment. Upon termination of the TS, the Contractor shall restore the affected area to its prior condition and to the satisfaction of the Engineer.

Maintenance and Protection of Traffic

The Contractor shall furnish, install, maintain, relocate, and remove signal-related signing (lane-use, signal ahead, NTOR, etc.), and pavement markings, as needed.

The Contractor shall install, relocate, or remove, equipment in a manner to cause no hazard to pedestrians, traffic or property. The Contractor shall maintain traffic as specified in the Special Provisions "Prosecution and Progress" and "Maintenance and Protection of Traffic" in the Contract.

Utilities

The Contractor shall verify that proposed temporary and/or relocated signal equipment will not conflict with proposed project utility relocations. The Contractor shall ensure that temporary span/temporary poles will not restrict the ability to shift utility cables off of the poles.

The Contractor shall coordinate its TS activities with all utility companies in the project area to ensure that the proposed temporary and/or relocated signal equipment will not be in conflict with existing utilities. The Contractor shall coordinate any utility work that may be needed prior to the Contractor implementing the TS plan.

Electrical Service and Telephone Service at Existing Signalized Intersections

The Contractor shall be responsible for relocating and changing any electrical service or telephone service source if required. Any arrangements with these companies and costs associated with any relocation or change shall be paid for by the Contractor. The Contractor shall ensure that the party previously responsible for the monthly payment of service shall continue to be responsible for that payment during TS.

Electrical Service for TS at Unsignalized Intersections

The Contractor shall be responsible for providing electrical service for TS at unsignalized intersections. All charges and all arrangements with the power company, including service requests, scheduling, and monthly bills in accordance with Section 10.00.12 and Section 10.00.13 of the Standard Specifications shall be the responsibility of the Contractor. The Contractor shall remove the service or leave the service if it will become permanent as shown on the plans or as directed by the Engineer.

Temporary Signalization

The Contractor shall furnish, install, maintain, relocate, and remove existing, temporary, and proposed traffic signal equipment and all necessary hardware; modifications to or furnishing of a new CA; and reprogramming of the CU phasing and timing; and any other incidentals related to this TS, as many times as necessary for each stage/phase of construction to maintain and protect traffic and pedestrian movements as shown on the plans or as directed by the Engineer.

Inspection

When requested by the Engineer, the TS will be subject to a field review by a representative of the Division of Traffic Engineering and/or the Town, The Contractor shall revise the TS as needed to address comments.

Detection

The Contractor shall provide vehicle detection on the existing, temporary, and/or new roadway alignment for all intersection approaches that have existing detection, detection in the final condition as shown on the signal plan, or as directed by the Engineer. The Contractor shall keep existing pedestrian pushbuttons accessible and operational at all times during TS. Temporary Detection is described and is paid for under Item # 11112XXA - Temporary Detection (Site No. X)

Emergency Vehicle Pre-emption System (EVPS)

The Contractor shall furnish, install, maintain, relocate, and remove the equipment necessary to keep the existing EVPS operational as shown on the plan. The Contractor shall not disconnect or alter the EVPS without the knowledge and concurrence of the Engineer and the EVPS owner. The Contractor shall schedule all EVPS relocations so that the system is out of service only when the Contractor is actively working. The Contractor shall ensure EVPS is returned to service and is completely operational at the end of the work day and shall keep the EVPS owner apprised of all changes to the EVPS.

Coordination

The Contractor shall furnish, install, maintain, relocate, and remove the equipment necessary to keep the intersection coordinated to adjacent signals as shown on the plan. The Contractor shall not disconnect the interconnect without the approval of the Engineer.

- Closed Loop System: If it is necessary to disconnect the communication cable, the Contractor will notify the Engineer and the Bridgeport Operation Center (BOC) or the Newington Operation Center (NOC) prior to disconnect and also after it is reconnected.
- Time Base System: The Contractor shall program and synchronize all Time Clock/Time Base Coordination (TC/TBC) units as necessary.

Maintenance

Once TS is in effect, the Contractor shall assume all maintenance responsibilities of the entire installation in accordance with Section 1.07.12 of the Standard Specifications. The Contractor shall notify the Engineer for the project records the date that Temporary Signalization begins. The Contractor shall coordinate with the Engineer to notify the following parties that maintenance responsibility has been transferred to the Contractor:

Signal Owner
CT DOT Electrical Maintenance Office or
Town Representative
Local Police Department

The Contractor shall provide the Engineer a list of telephone numbers of personnel who will be on-call during TS and shall respond to traffic signal malfunctions by having a representative at the site within three hours from the initial contact. Any traffic signal malfunction shall be made operational according to plan within twenty-four (24) hours.

If the Engineer determines that the nature of a malfunction requires immediate attention and/or the Contractor does not respond within three (3) hours, then an alternate maintenance service will be called to repair the signal. Expenses incurred by the alternate maintenance service for each call will be deducted from monies due to the Contractor with a minimum deduction of $1,000. The alternate maintenance service may be the owner of the signal or another qualified electrical contractor.

Duration

Temporary Signalization shall commence when the Contractor begins physical work at a particular intersection.

a) For intersections with a State furnished controller, TS terminates when the inspection of the permanent signal is complete and operational and is accepted by the Engineer.
b) For intersections with a Contractor furnished controller, Temporary Signalization terminates at the beginning of the 30 day test period for the permanent signal.

Ownership

The Contractor shall remove and deliver any existing equipment that is designated as salvage to its original owner upon completion of use. Any temporary equipment supplied by the Contractor shall be removed by the Contractor unless noted otherwise.

Method of Measurement:

Temporary Signalization (TS) shall be measured for payment as follows:

Fifty percent (50%) shall be paid when the TS for that site is operational as shown on the plan and to the satisfaction of the Engineer.

Fifty percent (50%) shall be paid upon termination of the TS as described herein.

The portable traffic light system will not be measured for payment and shall be provided at no additional cost to the contract.

Basis of Payment:

This work shall be paid at the contract Lump Sum price for "Temporary Signalization (Site No.)" for each site. This price includes the preliminary inspection, TS plan for each stage/phase, furnishing, installing, maintaining, relocating and revising traffic signal equipment, controller assembly modifications, controller unit program changes such as phasing and timing, removing existing, temporary, and proposed traffic signal equipment, arrangements with utility companies, towns or cities including the fees necessary for electric and telephone service, clearing and grubbing, earthwork and grading, area restoration and all necessary hardware, materials, labor, and work incidental thereto.

All material and work for signing and pavement markings is paid for under the appropriate Contract items.

All material and work necessary for vehicle and pedestrian detection for TS is paid for under item 11112XXA - Temporary Detection (Site No. X).

All Contractor supplied items that will remain the Contractor's property shall be included in the contract Lump Sum price for "Temporary Signalization."

Any items installed as part of the permanent installation will be paid for under those separate pay items in the Contract.

The portable traffic light system shall be included in the contract Lump Sum price for "Temporary Signalization" at no additional cost to the contract. Upon completion of the project the portable traffic light system shall be the property of the City of Meriden and shall be delivered to the City of Meriden at the contractor's expense. Contact Engineering Department at 203-630-4018 to inspect material and arrange delivery to 55 Michael Drive.

Pay Item	Pay Unit
Temporary Signalization (Site No.)	L.S.

ITEM# 1118122A – INTERNALLY ILLUMINATED SIGN

DESCRIPTION:

This item shall consist of furnishing and installing Internally Illuminated Signs at the locations shown on the plans, or as directed by the Engineer, and in accordance with these specifications.

MATERIALS:

Illuminated Signs using LED technology shall conform to the following requirements:

General:

- Symbol and/or Text as Shown on plans.
- Comply with current MUTCD standards.
- Size: As shown on the plans.
- Weight: not more than 10-lbs./ square ft. including frame.
- Operational between -40 degrees F (-40 C) to 160 degrees F (74 C).
- Warrantee:
    - Includes shipping to and from manufacturer.
    - Start date is final acceptance date.
    - Defects: 2 years.
    - LED light source: 5 years.
    - Power Supply: 2 years.

Housing:

- Frame: Extruded 6063-T6 aluminum.
- All brackets, banding, and hardware shall be painted BLACK by the manufacturer. The color shall be No. 17038, Federal Standard No. 595.
- Minimum 4 weep holes in bottom.
- Removable visor to prevent sun reflection. Outside powder coated to match frame. Inside powder coated flat black.
- Stainless steel external mounting hardware and internal hardware.
- Cable entrance designed to prevent entrance of dirt, moisture, & insects.
- Clearly stamp, etch or permanently mark on the housing the following information:
    - Manufacturer & model number.
    - Date of manufacture.
- Back Cover: UV (Ultraviolet) stabilized black polycarbonate or ABS plastic.
- Face: UV stabilized clear, vandal resistant, non-glare, polycarbonate or lexan.

Optical Unit:

- Blank out. Not legible when not illuminated.
- Clearly legible in direct sunlight when illuminated.

- LED light sources that comply with current CT Department of Transportation specifications and with current ITE specifications.
- Intensity degradation no more than 10% per year.
- Extended view. Visible cone not less than 20 degrees.
- Text and symbol size as shown on the plans.
- Symbol color: as required or as shown on plans.
- Text color: White against black background.

Electrical:

- Parallel circuit designed so loss of 5% of individual LED light sources does not compromise legend or message.
- Operating voltage: 12VDC.
- Maximum power requirement: 100 Watts.
- External power supply mounted in controller cabinet.
    - Off-the-shelf type with readily available replacement components.
    - Designed to protect LED's from electrical surges and transient voltages.
    - Sufficient VA rating to continuously operate minimum two signs.

CONSTRUCTION METHODS:

Erection of the Internally Illuminated Sign shall be accomplished in a manner so as not to cause twisting, bending, deforming, or scratching of the sign or sign face. Signs shall be level, correctly aligned as indicated on the plans and shall be properly fastened to the mast arm with the necessary hardware.

METHOD OF MEASUREMENT:

This work is measured for payment by the number of Internally Illuminated Signs, of the type and size specified, completed in place, accepted, and operating.

BASIS OF PAYMENT:

This work shall be paid for at the Contract unit price each for "Internally Illuminated Sign (LED)" complete in place, which price shall include mounting brackets, banding, hardware, fitting, snap switch, all materials, equipment, paint, tools, labor, and work incidental thereto. Cable to the sign shall be paid under the applicable item.

Item No.	Description	Unit
1118122A	INTERNALLY ILLUMINATED SIGN (LED)	EA.

ITEM # 1131002A REMOTE CONTROLLED CHANGEABLE MESSAGE SIGN

Description:

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

Upon completion of the project one "Remote Controlled Changeable Message Sign" shall become the property of the City of Meriden and shall be delivered to the City of Meriden at the contractor's expense. Contact Engineering Department at 203-630-4018 to inspect material and arrange delivery to 55 Michael Drive.

Materials:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Construction Methods:

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

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

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

Method of Measurement:

This work will be measured for payment for each "Changeable Message Sign", "Remote Controlled Changeable Message Sign", "Changeable Message Sign with Radar", or "Remote Controlled Changeable Message Sign with Radar", whichever applies, furnished and installed.

Basis of Payment:

This work will be paid for at the Contract unit price for each "Changeable Message Sign", "Remote Controlled Changeable Message Sign", "Changeable Message Sign with Radar", or "Remote Controlled Changeable Message Sign with Radar" which price shall include placing, maintaining, relocating and removing the sign and its appurtenances and all material, labor, tools and equipment incidental thereto. Additionally, for the "Remote Controlled Changeable Message Sign", or "Remote Controlled Changeable Message Sign with Radar", the cellular telephone service and telephone charges shall be included. The City ownership of one of the Remote Controlled Changeable Message Sign shall be included in the contract. Upon completion of the project Remote Controlled Changeable Message Sign shall be the property of the City of Meriden and shall be delivered to the City of Meriden at the contractor's expense. Contact Engineering Department at 203-630-4018 to inspect material and arrange delivery to 55 Michael Drive.

Item No.	Description	Unit
1131002A	REMOTE CONTROLLED CHANGEABLE MESSAGE SIGN	EACH

ITEM #1206023A - REMOVAL AND RELOCATION OF EXISTING SIGNS

ITEM #1206024A - REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT A

ITEM #1206026A - REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT B

ITEM #1206027A - REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT C

ITEM #1206028A - REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT D

ITEM #1206029A - REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT E

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", "Removal and Relocation of Existing Signs – Alt A", "Removal and Relocation of Existing Signs – Alt B", "Removal and Relocation of Existing Signs – Alt C", "Removal and Relocation of Existing Signs – Alt D", or "Removal and Relocation of Existing Signs – Alt E" 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.

Removal and Relocation of Existing Signs at the intersections of West Main Street at Colony Street and Hanover Street at Colony Street and Perkins Street for their full traffic signal equipment replacement including signing and pavement markings shall be paid under items #1206024A – REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT A and #1206026A – REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT B respectively.

Removal and Relocation of Existing Signs at the intersections of West Main Street at Colony Street and Hanover Street at Colony Street and Perkins Street for their controller, signing, and pavement markings replacement shall be paid under items #1206028A – REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT D and #1206029A – REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT E respectively.

Removal and Relocation of Existing Signs at the intersections of West Main Street at Church Street for their controller, signing, and pavement markings replacement shall be paid under item #1206027A – REMOVAL AND RELOCATION OF EXISTING SIGNS – ALT C.

Removal and Relocation of Existing Signs at all other locations under the base bid shall be paid under item #1206023A – REMOVAL AND RELOCATION OF EXISTING SIGNS.

Pay Item	Pay Unit
Removal and Relocation of Existing Signs	L.S.
Removal and Relocation of Existing Signs – Alt A	L.S.
Removal and Relocation of Existing Signs – Alt B	L.S.
Removal and Relocation of Existing Signs – Alt C	L.S.
Removal and Relocation of Existing Signs – Alt D	L.S.
Removal and Relocation of Existing Signs – Alt E	L.S.

ITEM #1208931A – SIGN FACE - SHEET ALUMINUM (TYPE IX 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# 1302053A RESET WATER GATE

DESCRIPTION:

The Contractor shall reset to final grade, the water gates and covers appurtenant to the water mains as required and furnish and install extension rings, extension stems, air valve extensions, covers and additional top or bottom section if necessary, as shown on the Contract Drawings or as directed by the Engineer.

MATERIALS:

The Contractor shall furnish standard City of Meriden water gate sections as required and extension stems if necessary.

All additional materials, including resurfacing materials and any additional fill required, shall be furnished and placed by the Contractor. Gravel shall conform to Article M.02.01.

CONSTRUCTION METHODS:

The Contractor shall carefully excavate around the water gates, remove the gates, install extension stems and air valve extensions, if necessary, reinstall the present water gate if reusable, adjust the gate to final grade using extension rings if applicable, and refill the excavation. Care shall be taken to prevent material from filling the inside of the water gate.

Extension stems will be required if the gate box is raised 24-inches or more.

Any damage done to City facilities by the Contractor shall be repaired or replaced by the Contractor at their expense.

METHOD OF MEASUREMENT:

This work will be measured for payment by the number of reset water gates, complete with extension stems, air valve extensions, water gate extension rings, covers, resurfacing materials and any additional fill required, and additional top or bottom sections, if necessary, measured for payment shall be the actual number of each gate reset.

BASIS OF PAYMENT:

This work will be paid for at the contract unit price listed in the bid proposal for "Reset Water Gate" complete in place, which price shall include the cost of furnishing material, including labor and equipment to incorporate them into the work. It shall also include the clearing, trenching and disposal of excavated materials, refilling trenches, furnishing the additional material for refilling, grading, sheeting, bracing, and pumping and all work incidental thereto.

Item No.	Description	Unit
1302053A	RESET WATER GATE	EA.

ITEM #1403501A - RESET MANHOLE (SANITARY SEWER)

Description: This item shall consist of the adjustment to final grade the manhole frames and covers on Sanitary Manholes, all as shown, specified or directed. It shall also consist of the furnishing and the installation of additional manhole riser sections, brick masonry, where necessary, and metal manhole extension rings to manhole frame; where indicated on the plans or directed by the engineer.

Reference to the "City" in this item refers to "City of Meriden".

Materials: Materials shall conform to the following:

BRICK UNITS - Shall conform to ASTM C-32, Grade MS

MORTAR – Shall conform to Section M.11

MANHOLE RISER SECTIONS - Shall conform to ASTM C-478

MANHOLE RUNGS (STEPS) - Shall be 14 inches x 10 7/8 inches forged aluminum safety rung fabricated from 6061-T6 aluminum alloy as manufactured by ALCOA, or equal; or copolymer polypropylene steps in conformance with ASTM D4101, Grade 60 steel reinforcing rod, ASTM A615, with epoxy coating, ASTM A-934/M-95. The steps shall be either Model PS-1B or PS2-PFSL as manufactured by M.A. Industries, Inc. or equal.

MANHOLE EXTENSION RINGS - Shall conform to Article M.08.02-5 Metal for Drainage Structures. The type of manhole extension rings will be designed so that the existing manhole cover, when set in place, will have substantially the same bearing, fitness and load carrying capacity as existed in the existing manhole frame. The extension rings shall be designed to fit into the original manhole frame resting specifically on the flange area that originally supported the manhole cover.

Construction Methods: The Contractor shall carefully excavate the manhole frame and cover and add or delete brick masonry as necessary to reset the frame and cover to the final grade.

The present cover slab or cone section may be reused if it is not damaged. If the cover slab or cone section is damaged, it shall be replaced by the Contractor at his expense.

The Contractor may be required to "un-stack" the existing cone section so that riser sections can be added or deleted, where the change in grade is greater than 12 inches.

The distance between the proposed elevation of the manhole cover and the first manhole step shall be a minimum of 12 inches and a maximum of 16 inches.

Any material damaged by the Contractor shall be repaired or replaced by the Contractor at no cost to the Town, State or District.

Where the change in grade is 3 inches or less, metal manhole extension rings shall be used to raise and support the existing manhole covers to the grade of the proposed roadway surface without disturbing the existing manhole frame.

Method of Measurement: The work for "Reset Manhole (Sanitary Sewer)" will be measured for payment by the actual number of each manhole reset to grade and accepted by the Engineer.

Basis of Payment: This work will be paid for at the Contract unit price for each contract price for "Reset Manhole (Sanitary Sewer)" complete in place, which price shall include all labor and equipment necessary to incorporate the manhole into the work. It shall also include the clearing, trenching, excavation and disposal of excavated materials, refilling trenches, furnishing additional material for refilling, grading, sheeting, bracing, pumping, and temporary and permanent resurfacing of disturbed areas.

The maximum 3 feet vertical adjustments shall not apply to adjusting sanitary sewer manholes, and there will be no extra compensation for adjusting the manhole in excess of 3 feet.

Pay Item	Pay Unit
Reset Manhole (Sanitary Sewer)	ea.