

## **TABLE OF CONTENTS OF SPECIAL PROVISIONS**

Note: This Table of Contents 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 Table of Contents shall not be considered part of the contract.

Table of Contents

CONTRACT TIME AND LIQUIDATED DAMAGES.....	2
NOTICE TO CONTRACTOR - PRE-BID QUESTIONS AND ANSWERS.....	3
NOTICE TO CONTRACTOR – HAZARDOUS MATERIALS .....	4
INVESTIGATIONS .....	4
NOTICE TO CONTRACTOR – TEMPORARY FENCING .....	6
NOTICE TO CONTRACTOR - COMPASS SUBMITTALS.....	7
NOTICE TO CONTRACTOR – MANDATED USE OF AASHTOWARE .....	8
PROJECT CONSTRUCTION MANAGEMENT SOFTWARE .....	8
(CONSTRUCTION) .....	8
NOTICE TO CONTRACTOR - FEDERAL WAGE DETERMINATIONS (Davis Bacon Act) .....	9
NOTICE TO CONTRACTOR – SALVAGEABLE MATERIALS.....	10
NOTICE TO CONTRACTOR – PRECAST/PRESTRESSED PORTLAND CEMENT CONCRETE (PRC) MIX CLASSIFICATIONS .....	11
NOTICE TO CONTRACTOR - ARCHITECTURAL AND INDUSTRIAL MAINTENANCE COATINGS .....	12
NOTICE TO CONTRACTOR – REVISIONS TO SECTION 1.06 – .....	15
CONTROL OF MATERIALS AND ANTICIPATED SOURCE OF SUPPLY FORM (CON-083) .....	15
NOTICE TO CONTRACTOR - RIGHTS OF WAY RESTRICTIONS.....	16
NOTICE TO CONTRACTOR - ELECTRONIC ENGINEERING DATA (EED) .....	17
NOTICE TO CONTRACTOR – UTILITY GENERATED SCHEDULE .....	18
NOTICE TO CONTRACTOR – CONSTRUCTION SIGNS .....	25
SECTION 1.02 - PROPOSAL REQUIREMENTS AND CONDITIONS .....	26
SECTION 1.05 - CONTROL OF THE WORK .....	27
SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES.....	34
SECTION 1.08 - PROSECUTION AND PROGRESS.....	35
SECTION 1.10 – ENVIRONMENTAL COMPLIANCE.....	37
D.B.E. SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS.....	46
ITEM #0020903A – LEAD COMPLIANCE FOR MISCELLANEOUS EXTERIOR TASKS .....	57
ITEM #0210821A — WATER POLLUTION CONTROL.....	73
ITEM #0406303A – SAWING AND SEALING JOINTS.....	75
ITEM #0503001A – REMOVAL OF SUPERSTRUCTURE .....	80
ITEM #0610001A – DRILLING HOLES AND BONDING ANCHORS .....	81
ITEM #0714999A – MONITORING STRUCTURES .....	82
ITEM #0913068A - TEMPORARY 6’ CHAIN LINK FENCE .....	87
ITEM #0969062A - CONSTRUCTION FIELD OFFICE, MEDIUM .....	88
ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC.....	97
ITEM #1206013A - REMOVAL OF EXISTING SIGNING.....	120
ITEM #1220027A – CONSTRUCTION SIGNS .....	121
PERMITS AND/OR REQUIRED PROVISIONS:.....	126

August 28, 2024  
FEDERAL AID PROJECT NO. 6057(122)  
STATE PROJECT NO. 0057-0121

Removal of Bridge No. 04671 Carroll Road over Pauchaug River

Town of Griswold

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818, 2020, as revised by the Supplemental Specifications dated July 2023 (otherwise referred to collectively as "ConnDOT Form 818") is hereby made part of this contract, as modified by the Special Provisions contained herein. Form 818 is available at the following DOT website link [ConnDOT Publications - Manuals \(ct.gov\)](#) . The current edition of the State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available at the following DOT website link [ConnDOT Construction Bids Menu](#). The Special Provisions relate in particular to the Removal of Bridge No. 04671 in the Town(s) of **Griswold**.

## **CONTRACT TIME AND LIQUIDATED DAMAGES**

**One hundred twenty four (124)** calendar days will be allowed for completion of the work on this Contract and the liquidated damages charge to apply will be **eight hundred** Dollars (**\$800**) per calendar day.

## **NOTICE TO CONTRACTOR - PRE-BID QUESTIONS AND ANSWERS**

Questions pertaining to DOT advertised construction projects must be presented through the CTDOT Pre-Bid Q and A Website. The Department cannot guarantee that all questions will be answered prior to the bid date. **PLEASE NOTE - at 9:00 am Monday (i.e. typical Wednesday Bid Opening) the project(s) being bid will be closed for questions, at which time questions can no longer be submitted through the Q and A Website.**

**Answers may be provided by the Department up to 12:00 noon, the day before the bid. At this time, the Q and A for those projects will be considered final, unless otherwise stated and/or the bid is postponed to a future date and time to allow for further questions and answers to be posted.**

If a question needs to be asked the day before the bid date, please contact the Contracts Unit staff and email your question to [dotcontracts@ct.gov](mailto:dotcontracts@ct.gov) immediately.

Contractors must identify their company name, contact person, contact email address and phone number when asking a question. The email address and phone number will not be made public.

The questions and answers (if any) located on the Q and A Website are hereby made part of the bid/contract solicitation documents (located on the State Contracting Portal), and resulting contract for the subject project(s). It is the bidder's responsibility to monitor, review, and become familiar with the questions and answers, as with all bid requirements and contract documents, prior to bidding. By signing the bid proposal and resulting contract, the bidder acknowledges receipt of, and agrees to the incorporation of the final list of Q and A, into the contract document.

Contractors will not be permitted to file a future claim based on lack of receipt, or knowledge of the questions and answers associated with a project. All bidding requirements and project information, including but not limited to contract plans, specifications, addenda, Q and A, Notice to Contractors, etc., are made public on the State Contracting Portal and/or the CTDOT website.

## **NOTICE TO CONTRACTOR – HAZARDOUS MATERIALS INVESTIGATIONS**

A limited hazardous materials site investigation has been conducted at Bridge No. 04671, Carroll Road over the Patchaug River in Griswold, Connecticut. The scope of inspection was limited to the representative components projected for impact.

Results of the survey identified lead paint on the railing support, cable guardrail and guardrail metal bridge components to be impacted at Bridge No. 04671. Results obtained from TCLP waste stream sampling and analysis for leachable lead from the paint on the railing support, cable guardrail and guardrail metal bridge components characterized the paint waste stream as **CTDEEP/RCRA hazardous waste**. No detectable amounts of lead in paint were identified on the concrete parapet wall/curb paint, therefore any paint waste generated from those bridge components would be non-hazardous, non-RCRA lead waste.

All steel and metal generated from work tasks (painted or not) shall be segregated and recycled as scrap metal at a scrap metal recycling facility. The recycling of scrap metal (regardless of lead paint concentration) is exempt from USEPA RCRA and CTDEEP Hazardous Waste Regulation.

Off-white remnant railing support caulk, tan/grey stone abutment mortar, and grey textured parapet wall skim coat were sampled and found to contain no detectable amounts of asbestos.

No bird/pigeon guano accumulations, bloodborne pathogen (BBP) concerns or other hazardous/regulated items were observed in accessible areas of Bridge No. 04671.

The Contractor is hereby notified that these hazardous materials requiring special management or disposal procedures will be encountered during various construction activities conducted within the project limits. The Contractor will be required to implement appropriate health and safety measures for all construction activities impacting these materials. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment and decontamination, equipment decontamination and personnel training. **WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.**

The Department, as Generator, will provide an authorized representative to sign all manifests and waste profile documentation required by disposal facilities for disposal of hazardous materials.

The Sections which shall be reviewed by the Contractor include, but are not limited to, the following:

- Item No. 0020903A – Lead Compliance for Miscellaneous Exterior Tasks

The Contractor is alerted to the fact that a Department environmental consultant may be on site for abatement and related activities, to collect environmental samples (if necessary), and to observe site conditions for the State.

Information pertaining to the results of the limited hazardous materials investigation discussed can be found in the document listed below. This document shall be available for review electronically.

- HazMat Inspection Letter, Bridge No. 04671, Carroll Road over the Patchaug River, Griswold, CT, TRC Environmental Corporation, April 1, 2024.

## **NOTICE TO CONTRACTOR – TEMPORARY FENCING**

The Contractor shall furnish, install, and maintain temporary fencing for the project in accordance with the Contract plans and special provision for Item No. 0913068A – Temporary 6' Chain Link Fence.

Installation of the temporary fencing shall be coordinated with the property owner, Mr. Jerry Kinner, at (860) 639-8363.

Prior to the removal of the existing fence, the proposed Temporary Fencing shall be installed. A fence, permanent or temporary, shall be in place at all times to the satisfaction of the property owner, throughout the duration of construction.

Upon installation of the permanent fence, the Temporary Fencing and all ancillary components shall be removed and disposed of by the Contractor.

## **NOTICE TO CONTRACTOR - COMPASS SUBMITTALS**

Upon execution of the Contract, the Contractor acknowledges and agrees that contractual submittals for this Project shall be submitted and handled through the Department's project management system, COMPASS.

Contractor submittals including, but not limited to, Shop Drawings, Working Drawings, Product Data, RFIs, and RFCs shall be generated and delivered by the Contractor in accordance with the Department's [COMPASS Contractor's User Manual](#). The administering District office will inform the Contractor of other deliverables required to be similarly submitted.

Access credentials for COMPASS will be provided free of charge to the Contractor.

The Department shall not be held responsible for delays, lack of processing or responses to submittals that do not follow the specified guidelines in the COMPASS Contractor's User Manual.



**NOTICE TO CONTRACTOR – MANDATED USE OF AASHTOWARE  
PROJECT CONSTRUCTION MANAGEMENT SOFTWARE  
(CONSTRUCTION)**

The Contractor shall use *AASHTOWare Project*® software as outlined in the specifications noted below. This will require that the Contractor and all subcontractor(s) designate and dedicate staff within 10 days after the execution of the Contract or approval to sublet as appropriate. It will also require the Contractor and all subcontractors to provide internet access, computing devices suitable for this work, training, and other related work as outlined in the specifications noted below.

All costs for these requirements shall be included in the general cost of the work.

The following special provisions are pertinent to, and detail the requirements for, this work:

**SECTION 1.05 - CONTROL OF THE WORK**

Article 1.05.12 – Payrolls

This Article outlines the requirements for submission of payrolls.

Article 1.05.25 –Use of AASHTOWare Project® Software

This Article outlines the overall requirements for the use of the AASHTOWare Project® Software.

**SECTION 1.08 – PROSECUTION AND PROGRESS**

Article 1.08.01—Transfer of Work or Contract

This Article outlines the requirements for subcontractor payment and payment verifications.

**NOTICE TO CONTRACTOR - FEDERAL WAGE DETERMINATIONS (Davis Bacon Act)**

The following Federal Wage Determinations are applicable to this Federal- Aid contract and are hereby incorporated by reference. During the bid advertisement period, it is the bidder’s responsibility to obtain the latest Federal wage rates from the US Department of Labor website, as may be revised 10 days prior to bid opening. Any revisions posted 10 days prior to the bid opening shall be the wage determinations assigned to this contract.

Check Applicable WD# (DOT Use Only)	WD#	Construction Type	Counties
	CT1	Highway	Fairfield, Litchfield, Middlesex, New Haven, Tolland, Windham
X	CT2	Highway	New London
	CT3	Highway	Hartford
	CT5	Heavy Dredging (Hopper Dredging)	Fairfield, Middlesex, New Haven, New London
	CT6	Heavy Dredging	Statewide
	CT13	Heavy	Fairfield
	CT14	Heavy	Hartford
	CT15	Heavy	Middlesex, Tolland
	CT16	Heavy	New Haven
	CT17	Heavy	New London
	CT26	Heavy	Litchfield, Windham
	CT18	Building	Litchfield
	CT19	Building	Windham
	CT20	Building	Fairfield
	CT21	Building	Hartford
	CT22	Building	Middlesex
	CT23	Building	New Haven
	CT24	Building	New London
	CT25	Building	Tolland
	CT4	Residential	Litchfield, Windham
	CT7	Residential	Fairfield
	CT8	Residential	Hartford
	CT9	Residential	Middlesex
	CT10	Residential	New Haven
	CT11	Residential	New London
	CT12	Residential	Tolland

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 ([SAM.gov](http://SAM.gov) | [Wage Determinations](#)) as may be revised 10 days prior to bid opening. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents. These applicable Federal wage rates will be incorporated in the final contract document executed by both parties.

If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

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.

**NOTICE TO CONTRACTOR – SALVAGEABLE MATERIALS**

The Contractor shall salvage the following materials which are presently in place at the project site:

Sheet Aluminum Signs (Stop Sign, Street Sign, 2-Road Closed Signs)  
Sign Posts  
Flashing Light Assemblies  
Traffic Drums  
(4) Concrete Barricades

The Contractor shall remove, load, transport, and off-load the salvaged material at the following location:

Town of Griswold  
Public Works Garage  
1148 Voluntown Road  
Jewett City, Connecticut 06351  
(860) 376-7080

Contractor shall notify the Town of Griswold a minimum of 48 hours in advance of delivering materials.

Payment for this work is included in Item No. 1206013A - Removal of Existing Signing

## NOTICE TO CONTRACTOR – PRECAST/PRESTRESSED PORTLAND CEMENT CONCRETE (PRC) MIX CLASSIFICATIONS

### **SECTIONS 5.14 and M.14 MIX CLASSIFICATIONS**

Sections 5.14 *Prefabricated Concrete Structural Components* and M.14 *Prefabricated Concrete Members* have been revised as of the January 2022 supplements to Form 818 and should be thoroughly reviewed. The Precast/Prestressed Portland Cement Concrete Mix Classification Table is provided below. These classes of concrete should only appear within Prefabricated (Precast/Prestressed) items.

**Table M.14-1 Precast/Prestressed Portland Cement Concrete Mix Classes**

Class	28-day Strength (psi)	Resistivity (k $\Omega$ -cm) at 56 days AASHTO T 358	Entrained Air
PRC04060	4,000	NA	6.0 +/- 1.5%
PRC04062	4,000	29	6.0 +/- 1.5%
PRC05060	5,000	NA	5.0 +/- 1.5%
PRC05062	5,000	29	5.0 +/- 1.5%
PRC06060	6,000	NA	5.0 +/- 1.5%
PRC06062	6,000	29	5.0 +/- 1.5%
PRC08060	8,000	NA	5.0 +/- 1.5%
PRC08062	8,000	29	5.0 +/- 1.5%
PRC10060	10,000	NA	4.0 +/- 1.5%
PRC10062	10,000	29	4.0 +/- 1.5%

PRCXYZ() PRC=Precast/Prestressed Concrete

XXX = 28-day strength (x100 psi) Y=Stone size (No. 6 = No. 67)

Z= (0=no resistivity requirement, 2=resistivity requirement)

## **NOTICE TO CONTRACTOR - ARCHITECTURAL AND INDUSTRIAL MAINTENANCE COATINGS**

This Contract includes the application of materials subject to the Volatile Organic Compounds (VOC) content limits stated in the Regulations of Connecticut State Agencies (RCSA) Sections 22a-174-41 and -41a. All architectural and industrial maintenance (AIM) coatings and applications of such coatings must comply with these regulations.

The Contractor shall submit a Material Safety Data Sheet/Safety Data Sheet or Product Technical Data Sheet developed by the manufacturer of each material that may be subject to the Regulations. The submittal must verify both the type of AIM and its VOC Content. VOC content shall be determined based on the formulation data supplied by the materials manufacturer.

The Contractor may only use AIM coatings that contain VOCs below the respective coating category Phase II limits specified in Table 1 if either:

- a) the coating was manufactured on or after May 1, 2018, **or**
- b) the coating is being applied after April 30, 2021.

The Contractor may use AIM coatings that contain VOCs exceeding the respective coating category Phase II limits specified in Table 1 only if all of the following four conditions are met:

- a) the coating is being applied on or before April 30, 2021,
- b) the coating contains VOCs below the applicable Phase I limits specified in Table 1,
- c) the coating was manufactured prior to May 1, 2018, **and**
- d) the coating container(s) are dated (or date coded) as such.

For any coating that is not categorized within Table 1, the Contractor shall classify the coating as follows and apply corresponding limits in Table 1.

- Registers gloss <15 on an 85-degree meter or <5 on a 60-degree meter) – Flat Coating,
- Registers gloss of  $\geq 15$  on an 85-degree meter and  $\geq 5$  on a 60-degree meter) - Nonflat Coating,
- Registers gloss of  $\geq 70$  on a 60-degree meter - Nonflat-High Gloss Coating.

The Contractor must close all containers of coating and solvent when not in use.

Coating container labels must display the date the coating was manufactured, the manufacturer's recommendation regarding thinning with solvent, and the coating's VOC content in grams per liter (g/L) of coating. Certain coating categories as noted in Table 1 have additional labeling requirements.

The Contractor may add additional solvent to a coating only if such addition does not cause the coating to exceed the applicable VOC limit specified Table 1. The Contractor must adhere to type(s) of solvent and maximum amount of solvent recommended by coating manufacturer.

VOC content of a thinned coating shall be the VOC content as listed by the manufacturer after thinning in accordance with its recommendation.

<b>TABLE 1</b>		
<b>Coating Category</b>	<b>Phase I</b>	<b>Phase II</b>
	<b>manufactured prior to May 1, 2018 VOC content limit (g/L)</b>	<b>manufactured on or after May 1, 2018 VOC content limit (g/L)</b>
Aluminum roof coating	--- <sup>1</sup>	450
Antenna coating	530	--- <sup>1</sup>
Antifouling coating	400	--- <sup>1</sup>
Basement specialty coating	--- <sup>1</sup>	400
Bituminous roof coating	300	270
Bituminous roof primer	350	350
Bond breaker	350	350
Calcimine recoater	475	475
Clear wood coating - Clear brushing lacquer <sup>2</sup>	680	275
Clear wood coating - Lacquer <sup>2,3</sup>	550	275
Clear wood coating - Sanding sealer <sup>2,4</sup>	350	275
Clear wood coating - Varnish <sup>2</sup>	350	275
Concrete curing compound	350	350
Concrete or masonry sealer/ Waterproofing concrete or masonry sealer	400	100
Concrete surface retarder	780	780
Conjugated oil varnish	--- <sup>1</sup>	450
Conversion varnish	725	725
Driveway sealer	--- <sup>1</sup>	50
Dry fog coating	400	150
Faux finishing coating <sup>2</sup>	350	350
Fire resistive coating	350	350
Fire retardant coating - Clear	650	--- <sup>1</sup>
Fire retardant coating - Opaque	350	--- <sup>1</sup>
Flat coating	100	50
Floor coating	250	100
Flow coating	420	--- <sup>1</sup>
Form-release compound	250	250
Graphic arts coating (sign paint)	500	500
High temperature coating	420	420
Impacted immersion coating	780	780
Industrial maintenance coating <sup>2</sup>	340	250
Industrial maintenance coating	340	250
Low solids coating	120	120
Magnesite cement coating	450	450

<b>TABLE 1</b>		
<b>Coating Category</b>	<b>Phase I</b>	<b>Phase II</b>
	<b>manufactured prior to May 1, 2018 VOC content limit (g/L)</b>	<b>manufactured on or after May 1, 2018 VOC content limit (g/L)</b>
<b>Mastic texture coating</b>	300	100
<b>Metallic pigmented coating</b>	500	500
<b>Multi-color coating</b>	250	250
<b>Nonflat coating</b>	150	100
<b>Nonflat high gloss coating<sup>2</sup></b>	250	150
<b>Nuclear coating</b>	450	450
<b>Pre-treatment wash primer</b>	420	420
<b>Primer, sealer and undercoater</b>	200	100
<b>Quick-dry enamel</b>	250	--- <sup>1</sup>
<b>Quick-dry primer, sealer and undercoater</b>	200	--- <sup>1</sup>
<b>Reactive penetrating carbonate stone sealer<sup>2</sup></b>	--- <sup>1</sup>	500
<b>Reactive penetrating sealer<sup>2</sup></b>	--- <sup>1</sup>	350
<b>Recycled coating</b>	250	250
<b>Roof coating</b>	250	250
<b>Rust preventive coating<sup>2</sup></b>	400	250
<b>Shellac Clear</b>	730	730
<b>Shellac Opaque</b>	550	550
<b>Specialty primer, sealer and undercoater<sup>2</sup></b>	350	100
<b>Stain</b>	250	250
<b>Stone consolidant<sup>2</sup></b>	--- <sup>1</sup>	450
<b>Swimming pool coating</b>	340	340
<b>Thermoplastic rubber coating and mastic</b>	550	550
<b>Traffic marking coating</b>	150	100
<b>Traffic marking coating</b>	150	100
<b>Tub and tile refinish</b>	--- <sup>1</sup>	420
<b>Waterproofing membrane</b>	--- <sup>1</sup>	250
<b>Waterproofing sealer</b>	250	--- <sup>1</sup>
<b>Wood coating<sup>2</sup></b>	--- <sup>1</sup>	275
<b>Wood preservative</b>	350	350
<b>Zinc-rich primer<sup>2</sup></b>	--- <sup>1</sup>	340

1 Classify as follows and apply corresponding limits in Table 1.

- Registers gloss <15 on an 85-degree meter or <5 on a 60-degree meter) – Flat Coating,
- Registers gloss of ≥15 on an 85-degree meter and ≥5 on a 60-degree meter) – Nonflat Coating
- Registers gloss of ≥70 on a 60-degree meter – Nonflat-High Gloss Coating

2 Container must be appropriately labeled. See RCSA 22a-174-41a

3 “Clear Wood Coating – Lacquer” includes lacquer sanding sealer

4 “Clear Wood Coating - Sanding Sealer” does not include lacquer sanding sealer

-END-

**NOTICE TO CONTRACTOR – REVISIONS TO SECTION 1.06 –  
CONTROL OF MATERIALS AND ANTICIPATED SOURCE OF SUPPLY  
FORM (CON-083)**

The Contractor is hereby notified that Section 1.06 Control of Materials, included in the January 2023 Supplements has been revised.

The revisions include a clarification to the **Buy America Act (BAA)** requirements and new requirements for the **Build America, Buy America Act (BABA)**.

Note that the **Build America, Buy America Act (BABA)** does not supersede BAA with regard to the iron and steel requirement, however it expands the requirements to include manufactured products and construction materials. Such products and materials (with exceptions) incorporated into projects “must be produced in the United States.”

BABA requires that all construction materials are manufactured in the United States. Construction materials include those listed on the Anticipated Source of Material (CON-083) Form, which has also been revised to address the BABA requirements.



**NOTICE TO CONTRACTOR - RIGHTS OF WAY RESTRICTIONS**

The Contractor is hereby advised that at the time of advertising for bids not all the property may be acquired by the State, certain residences and/or business establishments had not been vacated, and asbestos removal by others from buildings to be disposed of had not been completed. A complete listing of the affected properties and the anticipated dates that they will become available is hereinafter provided. The Contractor is further advised that limitations, as enumerated herein below, are imposed which may interfere with the physical construction of the project. Following are statements which will set forth the restrictions on the right of entrance to property and conditions governing construction of the project.

1) The Contractor shall not occupy properties that are unacquired, perform any work thereon, or inhibit access thereto until the properties have been acquired and right of possession has been obtained. If the Contractor is allowed to proceed with the physical construction of the project, no action will be taken that will result in unnecessary inconvenience such as the discontinuance of utilities, the prevention of ingress and egress to the property, or will result in disproportionate injury or any action coercive in nature to occupants of residences (businesses, farms, or non-profit organization) who have not yet moved from the right-of-way.

2) It should be anticipated that each of the properties listed herein may be considered to have an effect upon construction operations.

3) The Contractor shall be aware that extensions of time will be granted, if necessary, for delays in construction operations caused by continued occupancy of residences, properties being unacquired or asbestos abatement concluding beyond the estimated time period.

The following is a complete listing of properties which have not been acquired, vacated and asbestos abated as of **July 12, 2024**, with the anticipated dates such properties will be acquired and/or vacated and abated.

<b>Serial No.</b>	<b>Type</b>	<b>Name</b>	<b>Title Estimate</b>	<b>Location</b>
1	Construction Easement	William J. Rondeau	4/1/25	Between Stations 11+00 and 13+27 right of baseline.
2	Construction Easement	Jerry M. Kinner, et al	4/1/25	Between Station 10+15 and 11+50 right of baseline.
3	Construction Easement	Janet F. Blanchette	4/1/25	Between Stations 10+45 and 13+75 right of baseline.

## **NOTICE TO CONTRACTOR - ELECTRONIC ENGINEERING DATA (EED)**

The EED is an assembly of engineering data files that were used to produce the Contract plans.

**Electronic Engineering Data (EED) is provided for information purposes only. In case of conflict between the EED and the Contract plans and specifications, the contract plans and specifications shall govern.** The EED has been reviewed by the Department for quality control purposes, but it is the Contractor's responsibility to build the Project per the contract plans and specifications.

The EED is being provided to the Engineer for GPS/RTS inspection. The Contractor may use the EED to assist in bidding, layout, and Automated Machine Control/Guidance.

The EED includes geospatially correct 2D CAD files and may include horizontal and vertical alignment data files, 3D surface model files (break-line features and triangles) and a preference file. The data is being provided in one of the MicroStation versions, consisting of native and converted formats:

### **MicroStation V8i (InRoads)**

- Native Format
  - Bentley MicroStation CAD files (dgn)
  - Bentley SS2 InRoads Alignment Files (alg)
  - Bentley SS2 InRoads Digital Terrain Models (dtm)
  - Bentley SS2 InRoads Preference File (xin)
- Converted Format (for use in GPS/RTS Site equipment)
  - AutoCAD CAD files (dxf)
  - Alignment files (xml)
  - Surface Models (xml)

### **MicroStation CONNECT (OpenRoads)**

- Native Format
  - Bentley CONNECT MicroStation CAD files (dgn – contains CAD graphics, OpenRoads alignments and terrain models)
- Converted Format (for use in GPS/RTS Site equipment)
  - AutoCAD CAD files (dxf)
  - Alignment files (xml – exported from CONNECT MicroStation CAD file)
  - Surface Models (xml – exported from CONNECT MicroStation CAD file)

For a complete list of EED files, see the EED file manifest (PDF) located in the EED\_0057-0121.zip file (0057-0121 is the project number) which is posted with the contract PS&Es on the State Contracting portal. The EED zip file can also be found in the project COMPASS page in the *Contract Documents/100\_Contract\_Plans (PDF)* folder.

## **NOTICE TO CONTRACTOR – UTILITY GENERATED SCHEDULE**

The attached project specific utility work schedules were provided to the Connecticut Department of Transportation (Department) by the utility companies regarding their identified work on this project.

The utility scheduling information is provided to assist the Contractor in scheduling its activities. However, the Department does not ensure its accuracy and Section 1.05.06 of the Standard Specifications still is in force.

The utility scheduling information shall be incorporated into the Contractor's pre-award schedule in accordance with the Department's Bidding and Award Manual and Section 1.05.08 of the Contract.

After award, the Contractor shall conduct a utility coordination meeting or meetings to obtain contemporaneous scheduling information from the utilities prior to submitting its baseline schedule to the Department in accordance with Section 1.05.08 of the Contract.

The Contractor shall incorporate the contemporaneous utility scheduling information into its baseline schedule submittal. The baseline schedule shall include Contractor predecessor and successor activities to the utility work in such detail as acceptable to the Engineer.

<b>UTILITY WORK SCHEDULE</b> Rev 08 02 2016	
CTDOT Project Number: 57-121	Town: Griswold
Project Description: Bridge 04671, Carroll Rd over Pachaug River	
CTDOT Utilities Engineer: Jeffrey Fontaine	
Phone: (860) 563-9375 x2700	Email: Jfontaine@cjmpc.com
Utility Company: Eversource Energy	
Prepared By: Rick Arremony	Date Prepared: 6/3/2024
Phone: 860-779-4628	Email: richard.arremony@eversource.com
<b>Scope of Work</b>	
<p>The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.</p>	
<p>Temp Relocate ES Pole 242 15' South and install new pole 50' West. Once bridge work is completed eliminate pole 242</p>	
<b>Special Considerations and Constraints</b>	
<p>The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..</p>	
<p>1. Eversource will schedule its construction as it's workload permits, the State and/or assigned contractor will schedule other utilities attached to the pole line (Frontier, CATV, etc... and all State or Municipal owned cables and fixtures). This UWS has been completed using only Preliminary Design Plans. No mark out of edge of road, or construction limits provided and may be subject to change.</p>	

UTILITY WORK SCHEDULE Rev 3/2015			
CTDOT Project Number:		57-121	
Utility Company:		Eversource Energy	
Prepared By:		Rick Arremony	Total Working Days: 5
Schedule			
The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of working days required to complete the utility work activity based on historical information and production rates.			
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (working days)
		State written permit to proceed weeks noticed required	8
	Eversource to order poles for site delivery	notice to proceed from State	1
	Eversource to stake locations of poles & anchors	Tree clearing is completed by contractor	1
	Eversource to install poles and anchors	Poles delivered. CBUD is completed	1
	Eversource to shift OH Facilities to new poles		2

<b>UTILITY WORK SCHEDULE</b> Rev 08 02 2016	
CTDOT Project Number: 0057-0121	Town: Griswold
Project Description: Bridge repair	
CTDOT Utilities Engineer:	
Phone:	Email:
Utility Company: Breezeloine	
Prepared By: R. DeCava	Date Prepared: 7/1/2024
Phone: 860-377-8770	Email: R.DeCava@Breezeline.com
<b>Scope of Work</b>	
<p>The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.</p>	
<p>Breezeline will transfer cables to new temporary poles once set by pole owner (Eversource), so that bridge work can be done. Once completed, Breezeline will shift their lines back to original location in succession following completion of Eversource shift and communication to Breezeline that utility pole is ready for work. A contact for the Eversource would be helpful in timely completion of work.</p>	
<b>Special Considerations and Constraints</b>	
<p>The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..</p>	

UTILITY WORK SCHEDULE Rev 3/2015			
CTDOT Project Number: 0057-0121			
Utility Company: Breezeline			
Prepared By: R. DeCava		Total Working Days: 1	
Schedule			
The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of working days required to complete the utility work activity based on historical information and production rates.			
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (working days)
Griswold. poles 243,24	Transfer Breezeline cables to temporary poles for construction work and return to existing once work is	Pole set and transfer by Eversource	1

<b>UTILITY WORK SCHEDULE</b> Rev 3/2015			
CTDOT Project Number:	057-121	Town:	GRISWOLD
Project Description: Bridge 04671, Carroll Rd over Pachaug River			
CTDOT Utilities Engineer: Jeffrey Fontaine			
Phone:	(860) 563-9375 x2700	Email:	Jfontaine@cjmpc.com
Utility Company: FRONTIER COMMUNICATIONS			
Prepared By:	JOHN PLIKUS	Date Prepared:	7/18/2024
Phone:	860.455.6030	Email:	john.m.plikus@ftr.com
Scope of Work			
<p>The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.</p> <p>TEMPORARY RELOCATION - Shift aerial cables between Pole Nos.241 &amp; 242 on Carrol Rd.                      PERMANENT RELOCATION - Shift aerial cables between Pole Nos.241 &amp; 242 on Carrol Rd back to permanent location.</p>			
Special Considerations and Constraints			
<p>The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..</p> <p>1. Prior to any temporary/permanent relocation work Town of Griswold to secure ROW in order to proceed. <span style="float: right;">2.</span>                      Frontier Communications will schedule its construction as it's workload permits, the DOT will schedule other utilities attached to the pole line (Power Co., CATV, etc... and all State or Municipal owned cables and fixtures). This UWS has been completed using only Preliminary Design Plans. No mark out of edge of road, or construction limits provided and may be subject to change.</p>			



UTILITY WORK SCHEDULE Rev 3/2015			
CTDOT Project Number: Bridge 04671, Carroll R			
Utility Company: FRONTIER COMMUNICATIONS			
Prepared By: JOHN PLIKUS			Total Working Days: 2
Schedule			
The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of working days required to complete the utility work activity based on historical information and production rates.			
Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (working days)
	TEMPORARY RELOCATION		
CARROLL ROAD	Temporary Shift of Aerial Plant	Completion of Work by other Utilities	1
	PERMANENT RELOCATION		
CARROLL ROAD	Permanent Shift of Aerial Plant	Completion of Work by other Utilities	1

**NOTICE TO CONTRACTOR – CONSTRUCTION SIGNS**

The Contractor shall furnish, install, and maintain Bipartisan Infrastructure Law project signs for the duration of the Contract. The Contractor shall also remove the signs upon completion of the work under the project. A special provision for these signs has been added to the Contract for Item No. 1220027A - Construction Signs.

## **SECTION 1.02 - PROPOSAL REQUIREMENTS AND CONDITIONS**

### **1.02.01 — Contract Bidding and Award:**

After the first sentence of the third paragraph, add the Following:

In accordance with the provisions of the Construction Contract Bidding and Award Manual, bidders must be prequalified for **Group 8 – Minor Bridges**, to be eligible to bid on this project. Bidders that are not prequalified for this work classification will not be approved to bid on this project.

## **SECTION 1.05 - CONTROL OF THE WORK**

*Replace Article 1.05.02 with the following:*

### **1.05.02—Plans, Working Drawings, Shop Drawings, Product Data, Submittal Preparation and Processing - Review Timeframes, Department’s Action:**

**1. Plans:** The plans prepared by the Department show the details necessary to give a comprehensive idea of the construction contemplated under the Contract. The plans will generally show location, character, dimensions, and details necessary to complete the Project. If the plans do not show complete details, they will show the necessary dimensions and details, which when used along with the other Contract documents, will enable the Contractor to prepare Working Drawings, Shop Drawings or Product Data necessary to complete the Project.

Project submittals shall be delivered to the Department using the Department’s project management system COMPASS. The Contractor shall acquire and maintain access to COMPASS for the delivery of submittals as listed herein. The delivery processes and document tracking procedures shall be performed in accordance with this specification and the [COMPASS Contractor's User Manual](#).

**2. Working Drawings:** When required by the Contract or when ordered to do so by the Engineer, the Contractor shall prepare and submit the Working Drawings, signed, sealed and dated by a qualified Professional Engineer licensed to practice in the State of Connecticut, for review. The Working Drawings shall be submitted sufficiently in advance of the work detailed, to allow for their review in accordance with the requirements specified in 1.05.02-5 (including any necessary revisions, resubmittal, and final review). There will be no direct payment for furnishing any Working Drawings, procedures or supporting calculations, but the cost thereof shall be considered as included in the general cost of the work.

The Contractor is only required to deliver paper copies that have been stamped with “No Exceptions Noted” or “Exceptions as Noted.” Guidance to the Contractor for the number of properly sized paper copies will be provided by the Department.

All Working Drawing submission documents shall conform to the following requirements:

- A. Drawings:
- i. Delivered in a single multi-page PDF file.
  - ii. Shall be sized ANSI D (34 inches × 22 inches).
  - iii. Contain a border, title block and a rectangular box, 2.25 inches wide × 1.75 inches high, in the lower right-hand corner for the Department’s stamp.
  - iv. Text height and width shall be 0.125 inch.
  - v. All letter characters shall be uppercase.
  - vi. Shall be searchable.
  - vii. Shall be black and white.
  - viii. Cover Page - shall be digitally signed by the Contractor’s Professional Engineer.

- ix. All pages shall include a watermark of the Professional Engineer's stamp in a common area.
- B. Calculations:
  - i. Delivered in a single PDF file
  - ii. Shall be sized ANSI A (8.5 inches × 11 inches).
  - iii. Cover Page shall be digitally signed by the Contractor's Professional Engineer.
- C. Supporting Documentation:
  - i. Delivered as an independent single PDF file
  - ii. Shall be sized ANSI A (8.5 inches × 11 inches).
- a. Working Drawings for Permanent Construction: The Contractor shall supply to the Department a certificate of insurance in accordance with 1.03.07 at the time that the Working Drawings for the Project are submitted.

The Contractor's designer, who prepares the working drawings, shall secure and maintain at no direct cost to the State a Professional Liability Insurance Policy for errors and omissions in the minimum amount of \$2,000,000 per error or omission. The Contractor's designer may elect to obtain a policy containing a maximum \$250,000 deductible clause, but if the Contractor's designer should obtain a policy containing such a clause, they shall be liable to the extent of at least the deductible amount. The Contractor's designer shall obtain the appropriate and proper endorsement of its Professional Liability Policy to cover the indemnification clause in this Contract, as the same relates to negligent acts, errors or omissions in the Project work performed by them. The Contractor's designer shall continue this liability insurance coverage for a period of

- (i) 3 years from the date of acceptance of the work by the Engineer, as evidenced by a State of Connecticut, Department of Transportation form entitled "Certificate of Acceptance of Work," issued to the Contractor; or
  - (ii) 3 years after the termination of the Contract, whichever is earlier, subject to the continued commercial availability of such insurance.
- b. Working Drawings for Temporary Construction: The Contractor shall submit drawings, calculations, procedures and other supporting data to the Department in accordance with this Specification, with the exception of requirements defined under a. Working Drawings for Permanent Construction.

**3. Shop Drawings:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and deliver Shop Drawings to the Department for review.

Shop Drawings shall be submitted sufficiently in advance of the work detailed, to allow for their review in accordance with the requirements specified in 1.05.02-5 (including any necessary revisions, resubmittal, and final review). There will be no direct payment for furnishing any Shop Drawings but the cost thereof shall be considered as included in the general cost of the work.

The Contractor is only required to deliver paper copies that have been stamped with “No Exceptions Noted” or “Exceptions as Noted.” Guidance to the Contractor for the number of properly sized paper copies will be provided by the Department.

Shop Drawing submission documents shall conform to the following requirements:

- A. Delivered in a single multi-page PDF file.
- B. Shall be sized ANSI D (34 inches × 22 inches).
- C. Contain a border, title block and a rectangular box, 2.25 inches wide × 1.75 inches high, in the lower right-hand corner for the Department’s stamp.
- D. Text height and width shall be 0.125 inch.
- E. All letter characters shall be uppercase.
- F. Shall be searchable.
- G. Shall be black and white.

**4. Product Data:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and deliver Product Data to the Department for review.

Product Data shall be submitted sufficiently in advance of the work detailed, to allow for their review in accordance with the requirements specified in 1.05.02-5 (including any necessary revisions, resubmittal, and final review). There will be no direct payment for furnishing any Product Data but the cost thereof shall be considered as included in the general cost of the work.

The Contractor shall submit the Product Data in a single submittal for each element of construction.

The Contractor shall mark each copy of the Product Data submittal to show applicable choices and options. Where Product Data includes information on several products that are not required, copies shall be marked to indicate the applicable information. Product Data shall include the following information and confirmation of conformance with the Contract to the extent applicable: manufacturer’s printed recommendations, compliance with recognized trade association standards, compliance with recognized testing agency standards, application of testing agency labels and seals, notation of coordination requirements, Contract item number, and any other information required by the individual Contract provisions.

The Contractor is only required to deliver paper copies that have been stamped with “No Exceptions Noted” or “Exceptions as Noted.” Guidance to the Contractor for the number of properly sized paper copies will be provided by the Department.

Product Data submission documents shall conform to the following requirements:

- A. Delivered in a single PDF file
- B. Shall be sized ANSI A (8.5 inches × 11 inches).
- C. Marked to indicate applicable choices and options.

- D. Where non-applicable information and products are included, notations shall be made to clearly delineate applicable from non-applicable information.

**5. Submittal Preparation and Processing – Review Timeframes:** If the Department deems a submittal incomplete or unacceptable because not all the required documents were attached, documents are incomplete, or are in the incorrect format, the Department will send the submittal back to the Contractor before reviewing. When a submittal is sent back as incomplete, the associated documents have not been reviewed and the review process and any associated timeframe requirements have not begun.

The Contractor shall allow 30 calendar days for submittal review by the Department, from the date receipt is acknowledged by the Department. For any submittals stamped with “Revise and Resubmit” or “Rejected,” the Department is allowed an additional 20 calendar days for review of any resubmissions.

An extension of Contract time will not be authorized due to the Contractor’s failure to transmit submittals sufficiently in advance of the work to permit processing.

The furnishing of Shop Drawings, Working Drawings or Product Data, or any comments or suggestions by the Designer or Engineer concerning Shop Drawings, Working Drawings or Product Data, shall not relieve the Contractor of any of its responsibility for claims by the State or by third parties, as per 1.07.10.

The furnishing of the Shop Drawings, Working Drawings and Product Data shall not serve to relieve the Contractor of any part of its responsibility for the safety or the successful completion of the Project construction.

**6. Department’s Action:** The Department will review each submittal, mark each with a self-explanatory action stamp, and return the stamped submittal promptly to the Contractor. The Contractor shall not proceed with the part of the Project covered by the submittal until the submittal is marked “No Exceptions Noted” or “Exceptions as Noted” by the Department. The Contractor shall retain sole responsibility for compliance with all Contract requirements. The stamp will be marked as follows to indicate the action taken:

- a. If submittals are marked “No Exceptions Noted,” the Designer or Engineer has not observed any statement or feature that appears to deviate from the Contract requirements. This disposition is contingent on being able to execute any manufacturer’s written warranty in compliance with the Contract provisions.
- b. If submittals are marked “Exceptions as Noted,” the considerations or changes noted by the Department’s Action are necessary for the submittal to comply with Contract requirements. The Contractor shall review the required changes and inform the Department if they feel the changes violate a provision of the Contract or would lessen the warranty coverage.
- c. If submittals are marked “Revise and Resubmit,” the Contractor shall revise the submittals to address the deficiencies or provide additional information as noted by the

Department. The Contractor shall allow an additional review period as specified in 1.05.02-5.

- d. If submittals are marked “Rejected,” the Contractor shall prepare and submit a new submittal in accordance with the Department’s notations. The resubmissions require an additional review and determination by the Department. The Contractor shall allow an additional review period as specified in 1.05.02-5.



*Add the following to the beginning of the first paragraph of Article 1.05.12:*

**1.05.12—Payrolls:** Unless otherwise approved by the Engineer, the Contractor and all subcontractors shall use *AASHTOWare Project*® software in accordance with Article 1.05.25, with a Department-provided template, or by other means previously accepted by the Department, to electronically upload all Project payrolls, as directed herein.

*Add the following to the end of Article 1.05.12:*

These requirements shall be included in all subcontracts for this Project.

All costs for these requirements shall be included in the general cost of the work.

*Add the following new Article 1.05.25:*

**1.05.25—Use of *AASHTOWare Project*® Software:** Unless otherwise approved by the Engineer, the Contractor and all subcontractor(s) shall use the *AASHTOWare Project*® software for electronic submittal of all payrolls as outlined in the Department’s *AASHTOWare Contractor’s User Manual*, found at the Department’s, [Contractor and Subcontractor Training Guides and Videos](#) webpage, and as stated in the specifications.

The Contractor and all subcontractor(s) shall use the *AASHTOWare Project*® software for monthly verification of project payments at all tiers, as outlined in the Department’s *AASHTOWare Contractor’s User Manual*, found at the Department’s, [Contractor and Subcontractor Training Guides and Videos](#) webpage, and as stated in the specifications. The Department will inform the Contractor of other deliverables to be similarly submitted, as required.

Within 10 days of execution of the Contract, the Contractor shall submit the name(s) of the *AASHTOWare Software Project Liaison* and required staff that will be using the Department’s software for this work. Similarly, within 10 days after the Contractor (or a subcontractor) enters into a subcontractor agreement to sublet any work, they shall submit the name(s) of their *AASHTOWare Software Project Liaison* and required staff that will be using the Department’s software for this work. The Contractor and subcontractors shall immediately notify the Department of any change in Project staff authorized to access the *AASHTOWare* system or of a need to revise the Project Liaison.

Training materials, such as videos and written guides are available on the Department [website](#) for Contractor use. The Contractor and all subcontractors shall be responsible to train their staff.

This *AASHTOWare Project*<sup>®</sup> software will require that the Contractor and all subcontractor(s) provide their staff with access to the internet, using devices suitable for this work, at their own expense, throughout the duration of the Project. The Department has obtained licensing that allows the Contractor and subcontractors to access (from the internet) and use of the *AASHTOWare Project*<sup>®</sup> software. The Department will provide the Contractor and subcontractors with usernames and passwords to access the *AASHTOWare Project*<sup>®</sup> software, at no cost.

The Department shall not be held responsible for delays, lack of processing, or responses to submittals that do not follow the specified guidelines in the Department's AASHTOWare Contractor's User Manual, found at the Department's, [Contractor and Subcontractor Training Guides and Videos](#) webpage.

These requirements shall be included in all subcontracts for this Project.

All costs for these requirements shall be included in the general cost of the work.

## **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. Michael Cooley  
District 2 Electrical Supervisor  
Department of Transportation  
Colchester, Connecticut  
(860) 537-8942

Mr. Mark Bonjuklian  
Manager - Distribution Projects and Programs  
The Connecticut Light and Power Company dba Eversource Energy – Electric Distribution  
9 Tindall Avenue  
Norwalk, CT 06851  
(203) 845-3456  
[mark.bonjuklian@eversource.com](mailto:mark.bonjuklian@eversource.com)  
Map Requests: [numaprequest@eversource.com](mailto:numaprequest@eversource.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; Mobile (860) 967-4389  
[lynne.m.delucia@ftr.com](mailto:lynne.m.delucia@ftr.com)  
Map Requests: [FTR-CT-MAPREQUEST@ftr.com](mailto:FTR-CT-MAPREQUEST@ftr.com)

Mr. Richard DeCava  
Supervisor of Construction  
Atlantic Broadband (CT), LLC dba Breezeline  
221 Norwich Road  
Plainfield, CT 06374  
(860) 377-8770  
[RDeCava@Breezeline.com](mailto:RDeCava@Breezeline.com)

All work shall be in conformance with Rules and Regulations of Public Utility Regulatory Authority (PURA) concerning Traffic Signals attached to Public Service Company Poles.

## **SECTION 1.08 - PROSECUTION AND PROGRESS**

*Add the following to the beginning of the first paragraph of Article 1.08.01:*

**1.08.01—Transfer of Work or Contract:** The Contractor and all subcontractors shall use the *AASHTOWare Project*® software in accordance with Article 1.05.25, for monthly verification of project payments at all tiers, in accordance with the Department's AASHTOWare Contractor's User Manual, found at the Department's, [Contractor and Subcontractor Training Guides and Videos](#) webpage, and as stated in the specifications.

*Add the following to the end of Article 1.08.01:*

All costs for the requirements of this Article shall be included in the general cost of the 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:

#### **Carroll Road**

Monday through Friday between 6:00 p.m. and 7:00 a.m.

All day Saturday and Sunday no work is permitted without prior written approval from the Town of Griswold.

#### **All Other Roadways**

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.  
Saturday and Sunday between 10:00 a.m. and 6:00 p.m. without prior written approval from the Town of Griswold.

#### **Additional Lane Closure Restrictions**

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 1.10 – ENVIRONMENTAL COMPLIANCE**

### **In Article 1.10.03-Water Pollution Control: REQUIRED BEST MANAGEMENT PRACTICES**

*Add the following after Required Best Management Practices Number 13:*

14. The Contractor is hereby notified that one or more federally and State listed species of bat has been documented within the Project limits. In Connecticut, the Eastern small-footed bat (*Myotis leibii*), tri-colored bat (*Perimyotis subflavus*), little brown bat (*Myotis lucifugus*), Northern long-eared bat (*Myotis septentrionalis*) and the Indiana bat (*Myotis sodalis*) are listed as State endangered; while the silver-haired bat (*Lasionycteris noctivagans*), hoary bat (*Lasiurus cinereus*) and the red bat (*Lasiurus borealis*) are listed as State species of special concern. The Northern long-eared bat and the Indiana bat are also federally listed species. Bats are the only mammals capable of actual flight and are primarily nocturnal. During the daylight, bats roost in trees and caves, but many have now adapted to roost in structures including barns, houses, tunnels, and bridges. Within the Project limits, bats will use the snags, cavities, and underside of flakey bark to roost and raise young. This Project will have a Time of Year (TOY) restriction for tree clearing to protect the bat species listed.

The Contractor shall at least 10 days prior to the commencement of any construction activities, arrange for the Engineer or their authorized delegate to be available to meet and discuss proper protocol for maintaining environmental commitments made for the protection of these bat species and their habitat. The Engineer will provide oversight to ensure that the following protocols are followed and maintained during the Project:

- a. The Contractor, through the Engineer, shall arrange a pre-construction tree-clearing site walk to review all trees proposed to be removed for the Project.
- b. Clearing of any tree three (3) inches diameter at breast height (DBH) or greater will be prohibited between the time of April 15<sup>th</sup> and October 31<sup>st</sup>.

These practices will be applied to the entire Project unless a specified location is identified within the Project plans, which denotes specific areas of concern.

If any bats are observed by the Contractor in or around the Project area, the Engineer shall be notified and be responsible for completing and submitting the NDDDB Vertebrate Sheet at ([https://portal.ct.gov/media/DEEP/wildlife/forms\\_applications/PublicBatSightingspdf.pdf](https://portal.ct.gov/media/DEEP/wildlife/forms_applications/PublicBatSightingspdf.pdf)).

All listed bat species are protected by federal and/or State laws which prohibit killing, harming, taking, harassing, or keeping them in your possession. A fact sheet(s) for the listed bats noted above shall be posted in the Contractor's and Inspection field offices and can be downloaded at the link below.

CTDEEP's Fact Sheet for Bats:

[https://portal.ct.gov/-/media/DEEP/wildlife/pdf\\_files/outreach/fact\\_sheets/Bats.pdf](https://portal.ct.gov/-/media/DEEP/wildlife/pdf_files/outreach/fact_sheets/Bats.pdf)

# WILDLIFE IN CONNECTICUT

## STATE-LISTED SPECIES

### Bats

#### Background

Bats are among the world's most fascinating, beneficial and likeable animals, yet people often fear and misunderstand them. They are the only mammals capable of true flight. There are over 1,300 different species of bats in the world – nine different species of bats can be found in Connecticut, and all but one of them (the big brown bat) are on Connecticut's List of Endangered, Threatened and Special Concern Species.

The little brown and big brown bats were the most common bat species found in Connecticut until white-nose syndrome (WNS) was documented in the state in 2008. Several Connecticut bat populations have been devastated by WNS. The affected species, known as "cave bats", have declined so dramatically that several were added to Connecticut's List of Endangered, Threatened and Special Concern Species in 2015. The big brown bat is considered a Species of Greatest Conservation Need (GCN) in Connecticut's Wildlife Action Plan, along with all of the state-listed bat species.

The three species of tree-roosting bats – silver-haired, hoary, and red bat – are not adversely affected by WNS, but their populations have declined from historical levels in eastern woodlands. They occur in relatively low numbers throughout Connecticut. All three have been



© PAUL J. FUSCO

Little brown bats hanging from the ceiling of a cave during hibernation. They are now considered rare in many parts of their original range and listed as endangered in Connecticut and across much of the Northeast.

listed as species of special concern in Connecticut since the first official list was released in 1992.

#### White-nose Syndrome

White-nose syndrome (WNS) is an epidemic in cave-roosting bat species that is causing tragic and extensive mortality in hibernating bats in eastern and midwestern

### Bats of Connecticut

Common Name	Scientific Name	CT Status (2015)	Federal Status
Big brown bat	<i>Eptesicus fuscus</i>	GCN	
Little brown bat	<i>Myotis lucifugus</i>	E, GCN	
Northern long-eared bat	<i>Myotis septentrionalis</i>	E, GCN	T
Eastern small-footed bat	<i>Myotis leibii</i>	E, GCN	
Indiana bat	<i>Myotis sodalis</i>	E, GCN	E
Tri-colored bat	<i>Perimyotis subflavus</i>	E, GCN	
Silver-haired bat	<i>Lasionycteris noctivagans</i>	SC, GCN	
Eastern red bat	<i>Lasiurus borealis</i>	SC, GCN	
Hoary bat	<i>Lasiurus cinereus</i>	SC, GCN	

GCN: Greatest Conservation Need  
 E: Endangered  
 SC: Special Concern  
 T: Threatened



Little brown bats clustering in a hibernaculum for winter. Bats will often cluster in small groups during hibernation potentially to minimize heat loss during the brief periods that they awaken.

North America. The U.S. Fish and Wildlife Service estimated in 2012 that 5.7 million to 6.7 million bats had perished in the eastern United States and Canada since WNS was discovered in New York in 2006. For certain species, mortality has reached 90 to 100 percent. In Connecticut, dramatic losses have been documented for the northern long-eared bat, little brown bat, and tricolored bat. While the big brown bat and eastern small-footed bat have also experienced significant declines due to WNS, losses are not as severe as those experienced by other species.

Researchers have determined that WNS is caused by a fungus, *Pseudogymnoascus destructans* (*Pd*), which is visible as a white powdery growth on the muzzle and skin of hibernating bats. This fungus thrives in the cold and humid conditions characteristic of caves and mines bats use for hibernation. WNS is transmitted primarily from bat to bat, particularly where bats gather in clusters to over-winter in their underground hibernation sites. In addition, people may inadvertently carry fungal spores from cave to cave on their clothing and gear when visiting the caves.

The *Pd* fungus infects the muzzle and wings of bats during hibernation when metabolism and immune systems in bats are largely shut down. Research indicates that bats infected with the *Pd* fungus awaken more frequently from hibernation and burn their precious fat reserves. Bats with depleted energy reserves do not make it through winter, and are sometimes observed desperately searching for food and water in the winter months, only to perish due to exposure and lack of food.

Since 2007, the DEEP Wildlife Division has been an active participant in the WNS response. Biologists continue to monitor hibernating bats for signs of WNS to document mortality. They also are tracking summer

maternity colonies closely to see whether WNS is having a negative effect on bat survival and reproduction.

Guided by the White-nose Syndrome National Plan, published in 2010, biologists and researchers across North America are working to curb the spread of WNS and develop ways to safely treat or control the *Pd* fungus. Many of these efforts have been supported by the State Wildlife Grants program, an important source of funding for addressing urgent wildlife disease issues.

More information on white-nose syndrome and related conservation efforts can be found at [www.whitenosesyndrome.org](http://www.whitenosesyndrome.org).

### **What You Can Do**

DEEP encourages residents to help monitor Connecticut's bat populations. Bats found outdoors from mid-November through mid-March should be reported to the Wildlife Division. While the characteristic white fuzzy fungal growth may not be readily visible on a bat's nose, bats seen flying during the day or clinging to the outside of a building during winter are a sign that white-nose syndrome may be at work. Sighting details, including the date, location, what you observed, and digital photos if possible, may be submitted by email to the DEEP Wildlife Division at [deep.batprogram@ct.gov](mailto:deep.batprogram@ct.gov) or by calling 860-424-3011.

### **Bat Houses**

One of the best ways to help bats is to provide an artificial roost site by installing a specially-made bat house on your property. Pre-made bat houses can be purchased or you can build your own. The following factors are critical to the success of bat houses: maintaining suitable temperature ranges, the distance to food and water, the size and shape of inner roosting



## Small Bat House

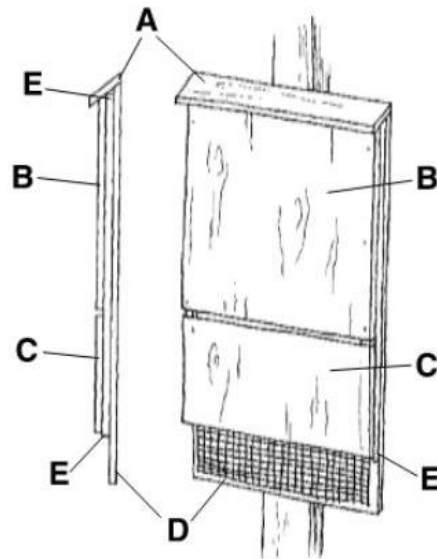
Use rough-cut lumber or exterior grade plywood ( $\frac{1}{2}$ " thick minimum). The furring strips (E) should have a finished thickness of approximately  $\frac{3}{4}$ ".

Staple  $\frac{1}{8}$ " mesh (HDPE plastic) netting to back and front 2 sections. Make sure mesh extends to bottom of back.

Caulk all pieces and assemble with drywall screws to prevent wood from splitting. Apply additional caulk to outside joints as needed.

Apply dark stain to exterior surfaces and use tar paper or shingles on the roof and the top half of the bat house to increase interior temperatures.

- A Roof 4"x14"
- B Upper front 12"x20"
- C Lower front 12"x10"
- D Back 12"x36"
- E Spacers (1) 2"x12", (2) 2"x30 $\frac{1}{2}$ "



## Large Bat House

Use  $\frac{1}{2}$ " exterior grade plywood for front and back sections;  $\frac{1}{4}$ " for all partitions. Sides are 1"x6" stock.

Staple  $\frac{1}{8}$ " mesh (HDPE plastic) netting to all partitions and the back panel. Apply caulk to all joints.

Begin assembly by screwing the back to the sides. Attach 31" spacers to inside corners.

Place a partition on top of the spacers to within about  $\frac{1}{2}$ " of the roof. Put the next set of spacers (26") on top of the partition and screw into the first spacers.

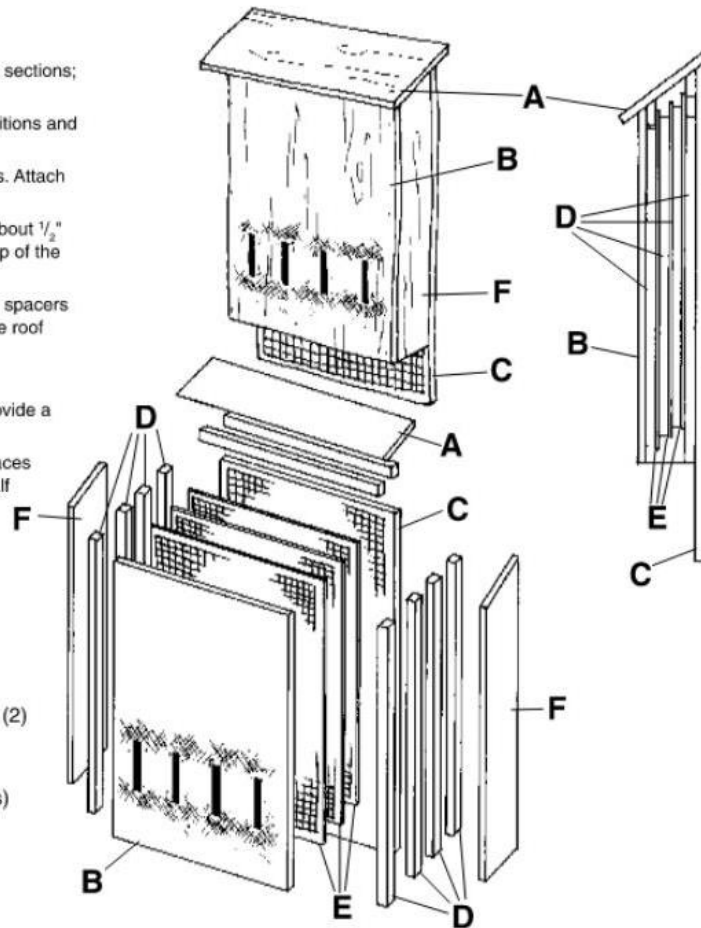
Repeat for remaining partitions ending with 28 $\frac{3}{4}$ " spacers (flush to roof line). Screw front to sides. Make sure roof angles are aligned.

Screw roof in place and caulk all exterior joints.

Scratch or roughen the front near the vents to provide a toe hold for bats landing on the box.

A dark stain should be applied to all exterior surfaces and tarpaper or shingles to the roof and upper half of the house to increase interior temperatures.

- A Roof 6"x28"
- B Front 24"x28 $\frac{3}{4}$ " (cut slots for vents, 5" above bottom edge)
- C Back 24"x36"
- D Spacers 1"x2" (4) 26" long, (2) 31" long, (2) 28 $\frac{3}{4}$ " long
- E Partitions  $\frac{1}{4}$ " thick,  $\frac{3}{4}$ " apart, 26" long
- F Sides 4"x28 $\frac{3}{4}$ "x31" (angle-cut top edges)





Connecticut's three species of migratory "tree" bats - (from l to r) eastern red bat, hoary bat, and silver haired bat - typically roost solitarily on the outside of trees, underneath shedding bark, in the foliage, or in tree cavities.

spaces, and roughness of clinging surfaces.

Bat house designs range from simple and small-scale to large and complex. Two of the simpler designs are shown here. The small bat house provides only one size roosting space and accommodates fewer bats. The large bat house provides many roosting options and is ideal for larger nursery colonies of females and young. Following are tips for constructing and installing a bat house:

1. Use the roughest sides of the wood on the inner areas of the house. It also is a good idea to horizontally groove inner surfaces for footholds or attach non-metal screening to provide toe holds. This is also important for landing areas below the entrance.
2. Caulk all outside seams to limit air flow. This helps trap the bats' body heat inside the house. Sealants approved for aquarium or kitchen use are best.
3. Place tar paper or dark shingles on the top of the box and 4 to 6 inches down the sides to increase inside temperatures. Nursery roosts often require temperatures of 90 degrees F or more. A dark stain also helps increase the temperature.
4. Hang houses 10 to 15 feet above ground. South and southeast exposures are best for providing maximum thermal gain. Bats prefer houses that get at least 6 hours of sunlight a day.
5. If possible, protect the house from prevailing winds and provide an unobstructed approach.

Bat houses attached to the sides of buildings have had the greatest reported success. Free-standing poles in open areas also work, but tree-mounted houses generally remain unused. Bat houses placed near water or wetland areas often are most successful. Installing a bat house before April improves the chance of occupancy. Do not be discouraged if bats do not immediately move into their

new home. It is not unusual for a house to stand empty for at least a year before it is used.

To assist in conservation efforts, please report any bat house successes or failures to the DEEP Wildlife Division at [deep.batprogram@ct.gov](mailto:deep.batprogram@ct.gov) or 860-424-3011.

### *Natural History of Bats*

Bats are furred, warm-blooded mammals with body lengths of 3 to 6 inches on average and wingspans ranging from 8 to 16 inches. The bones in a bat's wing are similar to those in human arms and hands. The fingers are extended and connected by leathery, elastic skin that grows from the sides of a bat's body. The thumbs are free from the wing membrane and have claws for grasping.

Bats have good eyesight and rely on vision for long-distance orientation. For short-distance navigation and catching food at night, they use echolocation. This sonar system helps bats, like dolphins, locate targets and background objects from the echoes of ultrasonic pulses. The tempo of these pulses are slow when a bat is foraging and quicken as the bat pursues and captures an insect. Detection, pursuit, and capture of an insect take about one second.

Connecticut's bats are primarily insect eaters. An exception is the hoary bat, which also eats other bats, namely the tri-colored bat. Bats are mostly nocturnal and almost always feed "on the wing." They use their wings, the skin around their tails, and their mouths to catch insects in flight. Bats are the only major predators of night-flying insects, making them beneficial in several ways. They consume many agricultural pests, such as cutworm and corn borer moths, potato beetles, and grasshoppers. Mosquitoes and similar human pests are eliminated much more efficiently by bats than by birds or expensive bug zappers.

### Interesting Facts

- In general, bats are not dangerous. Like any other mammal, they can carry rabies, although less than one percent of all bats are infected with the virus. More people die annually from dog attacks, bee stings, lightning, and household accidents than from bat-transmitted rabies.
- Bats are not flying mice. They are the only mammal capable of true flight and are more closely related to primates (and people) than to rodents.
- Bats do not get caught in people's hair. They are adept fliers and rely on sensitive sonar (echolocation) to navigate night skies. Bats that swoop near people are after insects like mosquitoes and moths.
- Bats are not blind. They have good eyesight, but rely on echolocation to master night flight.
- Bats are not filthy or covered with parasites. Clean wings are essential for executing intricate flight patterns, so bats spend great amounts of time grooming themselves.
- Worldwide there are over 1,300 kinds of bats; Connecticut has only nine native species.
- Only 3 species of bats feed on animal blood. These vampire bats prefer to drink cattle or bird blood and are only found in Latin America.
- The smallest bat is the size of a small mouse; the largest, a fruit eater, has a 6-foot wingspan.
- A single little brown bat can eat 1,200 mosquitoes and night-flying insects in an hour.
- Bats have varied diets: 70 percent eat insects; many tropical species eat fruit or drink flower nectar; and some bats even catch frogs and fish.

### Nuisance Problems

The presence of bats in buildings can be detected in several ways. At dusk, when bats leave roosts to feed, they may be seen exiting through eaves, vents, or from behind shutters or siding. Noise from large colonies may also announce their presence. Droppings and dark brown stains may appear near eaves and beneath entrance holes and roosts. Bat droppings (guano) are easily crushed, revealing shiny bits of undigested insects. Droppings are never white or chalky in appearance, like the droppings of birds.

The 2 most common bats involved in nuisance complaints are the little brown bat and big brown bat. The little brown bat ranges from 3.1 to 3.7 inches in length and has a wingspan of 8.6 to 10.5 inches. Big brown bats range from 4.1 to 4.8 inches in length, with a wingspan of 12.1 to 12.9 inches. Big brown bats can readily be distinguished from little brown bats in flight by their larger size, slow wingbeats, and audible chatter.



Big brown bats are very common in Connecticut and across North America and often form maternity colonies in man-made structures such as barns, attics, and in the eaves of houses.

**Removing a single bat:** A bat that enters a home can often be removed easily. Closing off doorways to the room containing the bat and opening a window will usually prompt the bat to fly outside. A large jar or cardboard box may also be used to remove a bat. Move toward the bat slowly so that it is not startled and gently place the can over it. Slide stiff paper or cardboard under the opening, using it as a lid when removing the bat. Wear heavy leather gloves when removing a bat by hand. Bats, like all wild animals, may bite when handled and should not be removed bare-handed. Remember that bats, like other mammals, may be a source of rabies. The rabies virus is found in saliva and may be transmitted through the bite of an infected animal. If you are accidentally bitten while handling a bat, make sure the bat is saved for examination. Immediately wash the bite with soap and water and seek prompt medical advice. Non-bite exposures can also occur and should be treated in the same manner as a bite. A non-bite exposure occurs when saliva or brain tissue from an infected animal enters scratches, abrasions, open wounds, or mucous membranes (nose, mouth, eyes).

**Dealing with a Bat Colony:** Most colonies of bats are small and often remain unnoticed for many years. Large colonies residing in an attic or wall may become a nuisance because of noise and unsightly guano accumulations. Eviction and exclusion of roosting bats are the only safe, permanent solutions to a nuisance problem.

**Exclusion and Bat-proofing:** One of the simplest techniques for solving nuisance problems is letting the bats exit on their own and then preventing their re-entry to the roost. Little brown bats do not spend the winter in buildings, so bat-proofing can be done after they travel to their winter roost site. Big brown bats usually travel to other roosts also, but they have been known to use building roosts in winter. If nuisance problems involve big brown bats or if rapid exclusion is necessary, the first step is to find the exit(s) by watching the bats emerge

© PAUL J. HESCOLO



The northern long eared bat has experienced dramatic declines due to white-nose syndrome and is now extremely rare in Connecticut and across most of their range and are considered threatened at the federal level.

at dusk. Stains from body oils or droppings may help pinpoint exits. Exclusion should not be done from June through mid-August, as flightless young may be trapped and die in the roost, causing severe odor problems.

A simple one-way exclusion gate can be made using half-inch polypropylene structural-grade bird netting. During the day, hang the netting around the exits, using staples or duct tape. The netting should be attached several inches above the exits and extend at least 2 feet to either side and below the exit. The sides may be attached, but the bottom must hang free. As bats leave to feed, they will drop out of the roost unhindered. When they return, they will be unable to fly directly into the roost. These exclusion nets should be left in place for 3 or 4 nights to insure that no bats remain in the roost. After exclusion, the openings can be repaired when convenient. Caulk, fine screen, and oakum (petroleum-soaked rope) are all easy items to use for sealing openings.

Another simple one-way excluder can be made from plastic strips. In a section of flexible plastic, cut small strips (about 1-inch wide) that will serve as tiny door flaps. The bats can push past them to exit, but the strips will not flex inward to allow re-entry. This excluder should be installed in the same manner as the bird netting.

Exclusion of bats from Spanish or concrete tile roofs is often as simple as installing a rain gutter. The gutters should be installed flush against the attachment surface. The upper edge of the gutter should be even with the lower edge of the tile, extending outward about 8 inches. This exclusion can be done any time because the bats are still able to leave. Bats dislike

climbing over the slippery metal gutter and usually will not return. If you prefer to hire someone to exclude and bat-proof your home, it is best to seek a specialist. If the bats need to be trapped or handled, the specialist must be licensed by the DEEP Wildlife Division. As with any business dealing, it is advisable to get more than one estimate for the job. Beware of scare tactics, and remember:

- Bats do not multiply like rabbits.
- Even sick bats rarely attack people or pets.
- Bats are not attracted in hordes by the scent of other bats.
- Bats have very few parasites, so additional spraying for parasites is not necessary.
- Permanent physical exclusion is essential for any bat control job.
- The use of poisons to eliminate a bat colony is illegal without a special permit.
- Bat guano is not "toxic."
- Rabies rates in bat populations are not increasing.



Little brown bats exhibiting signs of infection by white-nose syndrome. The conspicuous white growth around the muzzle is due to the pathogen *Pseudogymnoascus destructans* and gives the disease its namesake.



State of Connecticut  
 Department of Energy & Environmental Protection  
 Bureau of Natural Resources  
 Wildlife Division  
<https://portal.ct.gov/DEEP/Wildlife>



The production of this Endangered and Threatened Species Fact Sheet is made possible by donations to the Connecticut Endangered Species/Wildlife Income Tax Checkoff Fund.

9/2021

15. The Contractor is hereby notified that the State listed species of Special Concern Eastern box turtle (*Terrapene carolina carolina*), is present within the Project limits. In Connecticut, this terrestrial turtle lives in a variety of habitats, including woodlands, field edges, thickets, marshes, bogs, and stream banks. Typically, however, Eastern box turtles are found in well-drained forest bottomlands and open deciduous forests. They will use wetland areas at various times during the season. During the hottest part of a summer day, they will wander to find springs and seepages where they can burrow into the moist soil. Eastern box turtles overwinter in upland forest, typically covered by leaf litter or woody debris. As temperatures drop, the turtles burrow down into soft ground.

All construction activities taking place within the Project limits will need to be coordinated with the Office of Environmental Planning (OEP) through the Engineer. At least 10 days prior to the commencement of any construction activities, the Contractor shall, through the Engineer, arrange for a CT DOT Environmental Inspector from the OEP or their authorized delegate to meet and discuss proper protocol for maintaining environmental commitments made for the protection of this species and habitat. OEP will provide oversight through the Engineer to ensure that the following protocols are followed and maintained during the course of the Project.

For any work done during the Eastern box turtle's active period (April 1 to October 31) the Department will require the following precautionary measures to protect the Eastern box turtle and Eastern box turtle habitat:

- a. All areas with the Project limits must be surveyed to verify the presence of any active Eastern box turtle activity prior to commencement of the initial clearing and grubbing activities.
- b. All construction personnel working within Eastern box turtle habitat must be apprised of the species description and the possible presence of this listed species.
- c. Exclusionary practices will be required in order to prevent any Eastern box turtle access to construction areas. These measures will need to be installed at the limits of disturbance as shown on the plans.
- d. Exclusionary fencing shall be at least 20" tall and must be secured to and remain in contact with the ground. The Contractor shall regularly inspect and maintain the fencing to prevent any gaps or openings at ground level. Silt fence with netting shall not be used.
- e. The Contractor must search the work area each morning for the presence of this listed species prior to any work being done.
- f. Any Eastern box turtles encountered within the Project shall be carefully moved outside of the excluded work area and the Engineer shall be immediately informed in order to contact OEP with the location.

When a species is found, the OEP will be responsible for completing and submitting the Natural Diversity Data Base (NDDB) Vertebrate Sheet (<https://portal.ct.gov/DEEP/Endangered-Species/Contributing-Data>). This completed document allows CTDEEP to update their database.

- g. All staging and storage areas within the vicinity of the Project limits of the Eastern box turtle habitat must be reviewed by and receive written approval from the OEP.
- h. The Contractor shall not park heavy machinery or vehicles within the Eastern box turtle habitat without written approval and authorization by the OEP.
- i. Exclusionary fencing shall be removed at the completion of the Project and when final stabilization has occurred to allow for reptile and amphibian passage to resume.

Work may take place during the Eastern box turtle's inactive (hibernation) period (November 1 to March 31) with the following additional precautionary measure:

- a. Exclusionary fencing must be installed and the area inspected for turtles by the Engineer or Engineer's approved representative prior to October 1.

These practices will be applied to the entire Project unless a sketch is attached, which identifies specific areas of concern.

This species is protected by State laws, which prohibit killing, harming, taking, or keeping them in your possession. Fact sheet of the Eastern box turtle shall be posted in the Contractor's and Inspection field offices.

If any Eastern box turtles are observed in or around the Project area the OEP must be notified at [Andrew.Piraneo@ct.gov](mailto:Andrew.Piraneo@ct.gov) or at [Marilyn.Gould@ct.gov](mailto:Marilyn.Gould@ct.gov). If OEP staff cannot be reached at either of the above referenced emails, the District environmental coordinator will need to be contacted to facilitate further coordination with OEP's Water Resources Compliance Unit.

DEEP's Fact Sheet for the Eastern Box Turtle:

[https://portal.ct.gov/-/media/DEEP/wildlife/pdf\\_files/outreach/fact\\_sheets/boxturtlepdf.pdf](https://portal.ct.gov/-/media/DEEP/wildlife/pdf_files/outreach/fact_sheets/boxturtlepdf.pdf)

**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 **11** percent (%) 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/manufacture 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/manufacture 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)

## **ITEM #0020903A – LEAD COMPLIANCE FOR MISCELLANEOUS EXTERIOR TASKS**

### **Description:**

Work under this item shall include the special handling measures and work practices required for miscellaneous exterior tasks that impact materials containing or covered by lead paint. Lead paint includes paint found to contain **any** detectable amount of lead by Atomic Absorption Spectrophotometry (AAS) or X-Ray Fluorescence (XRF). Examples of typical miscellaneous exterior tasks includes; work impacting signs, guiderails, minor bridge rehabilitation, catenary structures, canopy structures, spot/localized paint removal, etc.

All activities shall be performed in accordance with the OSHA Lead in Construction Regulations (29 CFR 1926.62), the USEPA RCRA Hazardous Waste Regulations (40 CFR Parts 260 through 274), and the CTDEEP Hazardous Waste Regulations (RCSA 22a-209-1 and 22a-449(c)).

All activities shall be performed by individuals with appropriate levels of OSHA lead awareness and hazard communication training and shall supervised by the Contractors Competent Person on the job site at all times. The Contractors Competent Person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Deviations from these Specifications require the written approval of the Engineer.

### **Materials:**

All materials shall be delivered to the job site in the original packages, containers, or bundles bearing the name of the manufacturer, the brand name and product technical description, with MSDS sheets as applicable.

No damaged or deteriorating materials shall be used. If material becomes contaminated with lead, the material shall be decontaminated or disposed of as lead-containing waste material. The cost to decontaminate and dispose of this material shall be at the expense of the Contractor.

The following material requirements are to be met if to be used during the work:

Fire retardant polyethylene sheet shall be in roll size to minimize the frequency of joints, with factory label indicating minimum six (6) mil thickness.

Polyethylene disposable bags shall be minimum six (6) mils thick.

Tape (or equivalent) product capable of sealing joints in adjacent polyethylene sheets and for the attachment of polyethylene sheets to finished or unfinished surfaces must be capable of adhering under both dry and wet conditions.

Cleaning Agents and detergent shall be lead specific, such as TriSodium Phosphate (TSP).

Chemical strippers and chemical neutralizers shall be compatible with the substrate as well as with each other. Such chemical stripper shall contain less than 50% Volatile Organic Compounds (VOCs) by weight in accordance with RCSA 22a-174-40 Table 40-1.

Labels and warning signs shall conform to 29 CFR 1926.62, 40 CFR 260 through 274 and 49 CFR 172 as appropriate.

Air filtration devices and vacuum units shall be equipped with High-Efficiency Particulate Air (HEPA) filters.

## **Construction Methods:**

### **(1) Pre-Abatement Submittals and Notices**

A. Prior to the start of **any** work on a contiguous per site basis that will generate hazardous lead waste above conditionally exempt small quantities (greater than 100 kg/month or greater than 1000 kg at any time), the Contractor shall obtain from the Engineer on a contiguous per site basis a temporary EPA Hazardous Waste Generators ID number, unless otherwise directed by the Engineer. Temporary EPA ID numbers are good for six months from the date they are issued and can be extended once, for a maximum of six months and can't be used for longer than one year. The Contractor will be responsible for notifying the Engineer when an extension is needed.

B. Fifteen (15) working days prior to beginning work that impacts lead paint, the Contractor shall submit the following to the Engineer:

1. Work plan for work impacting lead paint including engineering controls, methods of containment of debris and work practices to be employed, as needed, to minimize employee exposure and prevent the spread of lead contamination outside the Regulated Area.
2. Copies of all employee certificates, dated within the previous twelve (12) months, relating to OSHA lead awareness and hazard communication training and training in the use of lead-safe work practices. SSPC training programs may be accepted as meeting these requirements if it can be demonstrated that such training addressed all required topics.

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

3. Name and qualifications of Contractor's OSHA Competent Person under 29 CFR 1926.62.
4. Documentation from the Contractor, typed on company letterhead and signed by the Contractor, certifying that all employees listed therein have received the following:
  - a. medical monitoring within the previous twelve (12) months, as required in 29 CFR 1926.62;
  - b. biological monitoring within the previous six (6) months, as required in 29 CFR 1926.62;
  - c. respirator fit testing within the previous twelve (12) months, as required in 29 CFR 1910.134 (for those who don a tight-fitting face piece respirator)

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

5. Names of the proposed non-hazardous construction and demolition (C&D) lead debris bulky waste disposal facility (CTDEEP-permitted Solid Waste landfill).
6. Names of the proposed scrap metal recycling facilities. The Contractor shall submit to the Engineer all documentation necessary to demonstrate the selected facility is able to accept lead-painted scrap metal.
7. Names of the proposed hazardous waste disposal facility (selected from the Department approved list provided herein), and copies of each facilities acceptance criteria and sampling frequency requirements.
8. Copies of the proposed hazardous waste transporters current USDOT Certificate of Registration for Hazardous Materials Transport, and the proposed transporters current Hazardous Waste Transporter Permits for the State of Connecticut and the waste destination State.
9. Negative exposure assessments conducted within the previous 12 months documenting that employee exposure to lead for each task is below the OSHA Action Level of 30  $\mu\text{g}/\text{m}^3$ . If a negative exposure assessment has not been conducted, the Contractor shall submit its air monitoring program for the work tasks as part of the Work Plan. Until a negative exposure assessment is developed for each task impacting lead paint, the Contractor shall ensure that all workers and authorized persons entering the Regulated Area wear protective clothing and respirators in accordance with OSHA 29 CFR 1926.62.

No activity shall commence until all required submittals have been received and found acceptable to the Engineer. Those employees added to the Contractor's original list will be allowed to perform work only upon submittal of acceptable documentation to, and review by, the Engineer.

Contractor shall provide the Engineer with a minimum of 48 hours notice in advance of scheduling, changing or canceling work activities.

## **(2) Lead Abatement Provisions**

### **A. General Requirements:**

All employees of the Contractor who perform work impacting lead paint shall be properly trained to perform such duties. In addition, the Contractor shall instruct all workers in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.

Contractor shall provide all labor, materials, tools, equipment, services, testing, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations, industry standards and codes, and these Specifications.

Prior to beginning work, the Engineer and Contractor shall perform a visual survey of each work area and review conditions.

As necessary, the Contractor shall:

Shut down and lock out electrical power, including all receptacles and light fixtures, where feasible. The use or isolation of electrical power will be coordinated with all other ongoing uses of electrical power at the site.

If adequate electrical supply is not available at the site, the Contractor shall supply temporary power. Such temporary power shall be sufficient to provide adequate lighting and power the Contractor's equipment. The Contractor is responsible for proper connection and installation of electrical wiring and shall ensure safe installation of electrical equipment in compliance with applicable electrical codes and OSHA requirements.

If water is not available at the site for the Contractor's use, the Contractor shall supply sufficient water for each shift to operate the wash facility/decontamination shower units in addition to the water needed at the work area.

The Engineer may provide a Project Monitor to monitor compliance of the Contractor and protect the interests of the Municipality. In such cases, no activity impacting lead paint shall be performed until the Project Monitor is on-site. Where no Project Monitor will be provided, Contractor shall proceed at the direction of the Engineer. Environmental sampling, including ambient air sampling, TCLP waste stream sampling, and dust wipe sampling, will be conducted by the Municipality as it deems necessary throughout the project. Air monitoring to comply with the Contractor's obligations under OSHA remains solely responsibility of the Contractor.

If at any time, procedures for engineering, work practice, administrative controls or other topics are anticipated to deviate from those documented in the submitted and accepted Lead Work Plan,

the Contractor shall submit a modification of its existing plan for review and acceptance by the Engineer prior to implementing the change.

If air samples collected outside of the Regulated Area during activities impacting lead paint indicate airborne lead concentrations greater than original background levels or 30 ug/m<sup>3</sup>, whichever is larger, or if at any time visible emissions of lead paint extend out from the Regulated Area, an examination of the Regulated Area shall be conducted and the cause of such emissions corrected. Cleanup of surfaces outside the Regulated Area using HEPA vacuum equipment or wet cleaning techniques shall be done prior to resuming work.

Work outside the initial designated area(s) will not be paid for by the Engineer. The Contractor will be responsible for all costs incurred from these activities including repair of any damage.

#### B. Regulated Area

The Contractor shall establish a Regulated Area through the use of appropriate barrier tape or other means to control unauthorized access into the area where activities impacting lead paint are occurring. Warning signs meeting the requirements of 29 CFR 1926.62 shall be posted at all approaches to Regulated Areas. These signs shall read:

DANGER  
LEAD WORK AREA  
MAY DAMAGE FERTILITY OR THE UNBORN CHILD  
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM  
DO NOT EAT, DRINK, OR SMOKE IN THIS AREA

The Contractor shall implement appropriate engineering controls such as poly drop cloths, local exhaust ventilation, wet dust suppression methods, etc. as necessary, and as approved by the Engineer, to prevent the spread of lead contamination beyond the Regulated Area in accordance with the Contractor's approved work plan. Should the previously submitted work plan prove to be insufficient to contain the contamination, the Contractor shall modify its plan and submit it for review by the Engineer.

#### C. Wash Facilities:

The Contractor shall provide handwash facilities in compliance with 29 CFR 1926.51(f) and 29 CFR 1926.62 regardless of airborne lead exposure.

If employee exposure to airborne lead exceeds the OSHA Permissible Exposure Limit of 50 micrograms per cubic meter (ug/m<sup>3</sup>), shower rooms must be provided. The Shower Room shall be of sufficient capacity to accommodate the number of workers. One shower stall shall be provided for each eight (8) workers. Showers shall be equipped with hot and cold or warm running water. Shower water shall be collected and filtered using best available technology and disposed of in accordance with all Federal, State and local laws, regulations and ordinances.

#### D. Personal Protection:

The Contractor shall initially determine if any employee performing construction tasks impacting lead paint may be exposed to lead at or above the OSHA Action Level of 30  $\mu\text{g}/\text{m}^3$ . Assessments shall be based on initial air monitoring results as well as other relevant information. The Contractor may rely on historical air monitoring data obtained within the past 12 months under workplace conditions closely resembling the process, type of material, control methods, work practices and environmental conditions used and prevailing in the Contractors current operations to satisfy the exposure assessment requirements. Monitoring shall continue as specified in the OSHA standard until a negative exposure assessment is developed.

Until a negative exposure assessment is developed for each task impacting lead paint, the Contractor shall ensure that all workers and authorized person entering the Regulated Area wear protective clothing and respirators in accordance with OSHA 29 CFR 1926.62. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings. Sufficient quantities shall be provided to last throughout the duration of the project.

Protective clothing provided by the Contractor and used during chemical removal operations shall be impervious to caustic materials. Gloves provided by the Contractor and used during chemical removal shall be of neoprene composition with glove extenders.

Respiratory protective equipment shall be provided and selection shall conform to 42 CFR Part 84, 29 CFR Part 1910.134, and 29 CFR Part 1926.62. A formal respiratory protection program must be implemented in accordance with 29 CFR Part 1926.62 and Part 1910.134.

#### E. Air Monitoring Requirements

The Contractor shall:

1. Provide air monitoring equipment including sample filter cassettes of the type and quantity required to properly monitor operations and personnel exposure surveillance throughout the duration of the project.
2. Conduct initial exposure monitoring to determine if any employee performing construction tasks impacting lead paint may be exposed to lead at or above the OSHA Action Level of 30 micrograms per cubic meter. Monitoring shall continue as specified in the OSHA standard until a negative exposure assessment is developed.
3. Conduct personnel exposure assessment air sampling, as necessary, to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.62. Documentation of air sampling results must be recorded at the work site within twenty-four (24) hours and shall be available for review until the job is complete.

#### F. Lead Abatement Procedures

The Contractor's Competent Person shall be at the job site at all times during work impacting lead.

Work impacting lead paint shall not begin until authorized by the Engineer, following a pre-work visual inspection by the Project Monitor or Engineer to verify existing conditions.

Any activity impacting lead painted surfaces shall be performed in a manner which minimizes the spread of lead dust contamination and generation of airborne lead.

**The Contractor shall conduct exposure assessments for all tasks which impact lead paint in accordance with 29 CFR 1926.62(d) and shall implement appropriate personal protective equipment until negative exposure assessments are developed.**

**All work impacting the materials identified below shall be conducted within an established Regulated Area with a remote wash facility/decontamination system in accordance with "C. Wash Facilities" and the OSHA Lead in Construction Standard. In accordance with 29 CFR 1926.62, engineering controls and work practices shall be utilized to prevent the spread of lead dust and debris beyond the Regulated Area and limit the generation of airborne lead. All wastes containing lead paint shall be properly contained and secured for storage, transportation and disposal.**

The Contractor shall ensure proper entry and exit procedures for workers and authorized persons who enter and leave the Regulated Area. All workers and authorized persons shall leave the Regulated Area and proceed directly to the wash or shower facilities where they will HEPA vacuum gross debris from work suit, remove and dispose of work suit, wash and dry face and hands, and vacuum clothes. Lead chips and dust must not be removed by blowing or shaking of clothing. Wash water shall be collected, filtered, and disposed of in accordance with Federal, State and local water discharge standards. Any permit required for such discharge shall be the responsibility of the Contractor.

No one shall eat, drink, smoke, chew gum or tobacco, or apply cosmetics while in the Regulated Area.

Data from the limited lead testing performed by the Engineer is documented in the reports listed in the "Notice to Contractor – Hazardous Materials Investigations" or is presented herein. Under no circumstances shall this information be the sole means used by the Contractor for determining the extent of lead painted materials. The Contractor shall be responsible for verification of all field conditions affecting performance of the work as described in these Specifications in accordance with OSHA, USEPA, USDOT and CTDEEP standards. Compliance with the applicable requirements is solely the responsibility of the Contractor.

The following details the extent of each phase of operation designated for this project. Phase areas may be combined or divided at the direction of the Engineer. Proceed through the sequencing of the work phases under the direction of the Engineer.



**Bridge No. 04671, Carroll Road over the Patchaug River, Griswold, CT**

- Lead paint was identified on the silver/orange railing support, cable guardrail and guardrail metal bridge components to be impacted at Bridge No. 04671.

Railing support, cable guardrail, guardrail	Metal	Silver/Orange	0.2-4.7 mg/cm <sup>2</sup>
---	-------	---------------	----------------------------

- TCLP waste stream sampling/analysis of the metal railing support, cable guardrail and guardrail bridge components, characterized the paint waste as CTDEEP/RCRA Hazardous waste.

Railing support, cable guardrail, guardrail metal components	16 mg/L
--	---------

- No lead paint was identified on the grey/white parapet wall/curb concrete bridge components to be impacted at Bridge No. 04671, therefore any paint waste generated from those bridge components would be non-hazardous, non-RCRA waste.

Parapet wall/curb	Concrete	Grey/White	0.0 mg/cm <sup>2</sup> ND<0.10 %
-------------------	----------	------------	-------------------------------------

While conducting work to the bridge, where it is necessary to impact the lead painted metal/wood surfaces, the Contractor shall either:

- a. Remove the paint to be impacted prior to impacting the metal in accordance with OSHA Lead in Construction Standard 29CFR 1926.62, or
- b. Impact the metal using mechanical means with the paint in place in accordance with OSHA Lead in Construction Standard 29CFR 1926.62.

The Contractor shall submit a Work Plan to the Town of Griswold outlining the exact procedures that will be used to perform the work, contain the spread of lead debris and protect the employees performing the required renovation work impacting the lead paint. No work shall be started by the Contractor until the Work Plan is approved by the Engineer.

All work impacting the lead paint materials shall be conducted within an established Regulated Area with a remote wash facility/decontamination system in accordance with “C. Wash Facilities” and the OSHA Lead in Construction Standard. In accordance with 29 CFR 1926.62, engineering controls and work practices shall be utilized to prevent the spread of lead dust and debris beyond the Regulated Area and limit the generation of airborne lead. All wastes containing lead paint shall be properly contained and secured for storage, transportation and disposal.

**On Bridge No. 04671, the Engineer has characterized the paint waste streams associated with the silver/orange railing support, cable guardrail and guardrail metal bridge components as CTDEEP/RCRA Hazardous waste. If the paint is removed from the metal surfaces, the paint shall be handled and disposed of in accordance with USEPA/CTDEEP Hazardous Waste Regulations as described under this Item 0020903A.**

**No lead paint was identified on the grey/white parapet wall/curb concrete bridge components to be impacted at Bridge No. 04671, therefore any paint waste generated from those bridge components would be non-hazardous, non-RCRA waste as described under this Item 0020903A.**

**All steel and metal components generated from the miscellaneous exterior work tasks (painted or not) shall be segregated and recycled as scrap metal. The recycling of scrap metal (regardless of lead paint concentration) is exempt from USEPA RCRA and CTDEEP Hazardous Waste Regulation.**

Should lead contamination be discovered outside of the Regulated Area, the Contractor shall immediately stop all work in the Regulated Area, eliminate causes of such contamination and take steps to decontaminate non-work areas.

Special Requirements:

1. Demolition/Renovation:
  - a. Demolish/renovate in a manner which minimizes the spread of lead contamination and generation of lead dust.
  - b. Implement dust suppression controls, such as misters, local exhaust ventilation, etc. to minimize the generation of airborne lead dust.
  - c. Segregate work areas from non-work areas through the use of barrier tape, drop cloths, etc.
  - d. Clean up immediately after renovation/demolition has been completed
2. Chemical Removal:
  - a. Apply chemical stripper in quantities and for durations specified by manufacturer.
  - b. Where necessary, scrape lead paint from surface down to required level of removal (i.e. stabilized surface, bare substrate with no trace of residual pigment, etc.). Use sanding, hand scraping, and dental picks to supplement chemical methods as necessary.
  - c. Apply neutralizer compatible with substrate and chemical agent to substrate following removal in accordance with manufacturer's instructions.

- d. Protect adjacent surfaces from damage from chemical removal.
  - e. Maintain a portable eyewash station in the work area.
  - f. Wear respirators that will protect workers from chemical vapors.
  - g. Do not apply caustic agents to aluminum surfaces.
3. Mechanical Paint Removal:
- a. Provide sanders, grinders, rotary wire brushes, or needle gun removers equipped with a HEPA filtered vacuum dust collection system. Cowling on the dust collection system for orbital-type tools must be capable of maintaining a continuous tight seal with the surface being abated. Cowling on the dust collection system for reciprocating-type tools shall promote an effective vacuum flow of loosened dust and debris. Inflexible cowlings may be used on flat surfaces only. Flexible contoured cowlings are required for curved or irregular surfaces.
  - b. Provide HEPA vacuums that are high performance designed to provide maximum static lift and maximum vacuum system flow at the actual operating vacuum condition with the shroud in use. The HEPA vacuum shall be equipped with a pivoting vacuum head.
  - c. Remove lead paint from surface down to required level of removal (i.e. stabilized surface, bare substrate with no trace of residual pigment, etc.). Use chemical methods, hand scraping, and dental picks to supplement abrasive removal methods as necessary.
  - d. Protect adjacent surfaces from damage from abrasive removal techniques.
  - e. "Sandblasting" type removal techniques shall not be allowed.
4. Component Removal/Replacement:
- a. Wet down components which are to be removed to reduce the amount of dust generated during the removal process.
  - b. Remove components utilizing hand tools, and follow appropriate safety procedures during removal. Remove the components by approved methods which will provide the least disturbance to the substrate material. Do not damage adjacent surfaces.
  - c. Clean up immediately after component removals have been completed. Remove any dust located behind the component removed.

#### G. Prohibited Removal Methods:

The use of heat guns in excess of 700 degrees Fahrenheit to remove lead paint is prohibited.

The use of sand, steel grit, air, CO<sub>2</sub>, baking soda, or any other blasting media to remove lead or lead paint without the use of a HEPA ventilated contained negative pressure enclosure is prohibited.

Power/pressure washing shall not be used to remove lead paint.

Compressed air shall not be utilized to remove lead paint.

Chemical strippers containing Methylene Chloride are prohibited. Any chemical stripping may be prohibited on a project by project basis.

Power tool assisted grinding, sanding, cutting, or wire brushing of lead paint without the use of cowled HEPA vacuum dust collection systems is prohibited.

Lead paint burning, busting of rivets painted with lead paint, welding of materials painted with lead paint, and torch cutting of materials painted with lead paint is prohibited. Where cutting, welding, busting, or torch cutting of materials is required, lead paint in the affected area must be removed first.

Chemical stripping of coatings from bridge components is generally prohibited unless specifically allowed on a project by project basis.

#### H. Clean-up and Visual Inspection:

The Contractor shall remove and containerize all lead waste material and visible accumulations of debris, paint chips and associated items.

During clean-up the Contractor shall utilize rags and sponges wetted with lead-specific detergent and water as well as HEPA filtered vacuum equipment.

The Engineer will conduct a visual inspection of the work areas in order to document that all surfaces have been maintained as free as practicable of accumulations of lead in accordance with 29 CFR 1926.62(h). If visible accumulations of waste, debris, lead paint chips or dust are found in the work area, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean up of the work site.

#### I. Post-Work Regulated Area Deregulation:

Following an acceptable visual inspection, any engineering controls implemented may be removed.

A final visual inspection of the work area shall be conducted by the Competent Person and the Project Monitor or Engineer to ensure that all visible accumulations of suspect materials have been removed and that no equipment or materials associated with the lead paint removal remain. If this final visual inspection is acceptable, the Contractor will reopen the Regulated Area and remove all signage.

The Contractor shall restore all work areas and auxiliary areas utilized during work to conditions equal to or better than original. Any damage caused during the performance of the work activity shall be repaired by the Contractor at no additional expense to the State.

**J. Waste Disposal/Recycling:**

Non-metallic building debris waste materials tested and found to be non-hazardous Construction and Demolition (C&D) bulky waste shall be disposed of properly at a CTDEEP approved Solid Waste landfill as described under this Item 0020903A.

Metallic debris shall be segregated and recycled as scrap metal at an approved metal recycling facility.

Concrete, brick, etc. coated with any amount of lead paint cannot be crushed, recycled or buried on-site to minimize waste disposal unless tested and found to meet the RSR GA/Residential standards.

Hazardous lead debris shall be disposed of as described under this Item 0020903A.

The Contractor shall comply with the latest requirements of the USEPA RCRA Hazardous Waste Regulations 40 CFR 260-274 and the DEEP Hazardous/Solid Waste Management Standards 22a-449(c).

**Hazardous lead debris shall be transported from the Project by a licensed hazardous waste transporter approved by the Department and disposed of at an EPA-permitted and Department-approved hazardous waste landfill within 90 days from the date of generation.**

The Contractor must use one or more of the following Department-approved disposal facilities for the disposal of hazardous waste:

Clean Earth of North Jersey, Inc., (CENJ) 115 Jacobus Avenue, South Kearny, NJ 07105 Phone: (973) 344-4004; Fax: (973) 344-8652	Clean Harbors Environmental Services, Inc. 2247 South Highway 71, Kimball, NE 69145 Phone: (308) 235-8212; Fax: (308) 235-4307
Clean Harbors of Braintree, Inc. 1 Hill Avenue, Braintree, MA 02184 Phone: (781) 380-7134; Fax: (781) 380-7193	ACV Enviro(CycleChem)(General Chem Co) 217 South First Street, Elizabeth, NJ 07206 Phone: (908) 355-5800; Fax (908) 355-0562

Triumverate (EnviroSafe Corp Northeast) (Jones Environmental Services (NE), Inc.) 263 Howard Street, Lowell, MA 01852 Phone: (978) 453-7772; Fax: (978) 453-7775	US Ecology Environmental Quality Detroit, Inc. 1923 Frederick Street, Detroit, MI 48211 Phone: (800) 495-6059; Fax: (313) 923-3375
Stericycle (Republic Environmental Systems) 2869 Sandstone Drive, Hatfield, PA 19440 Phone: (215) 822-8995; Fax: (215) 997-1293	Clean Harbors – Spring Grove Facility 4879 Spring Grove Ave, Cincinnati OH 45322 Phone: (513) 681-6242; Fax: (513) 681-0869
Envirite of PA (US Ecology) 730 Vogel song Road, York, PA 17404 Phone: (717) 846-1900; Fax: (717) 854-6757	Stablex, Canada, Inc. 760 Industrial Bl, Blainville Quebec J7C3V4 Phone: (451) 430-9230; Fax: (451) 430-4642
Environmental Quality Company: Wayne Disposal Facility 49350 North I-94 Service Drive Belleville, MI 48111 Phone: (800) 592-5489; Fax: (800) 592-5329	Stericycle (Northland Environmental, Inc.) (PSC Environmental Systems) 275 Allens Avenue, Providence, RI 02905 Phone: (401) 781-6340; Fax: (401) 781-9710

No facility may be substituted for the one(s) designated in the Contractor's submittal without the Engineer's prior approval. If the material cannot be accepted by any of the Contractor's designated facilities, the Department will supply the Contractor with the name(s) of other acceptable facilities.

**Prior to the generation of any hazardous waste**, the Contractor shall notify the Engineer of its selected hazardous waste transporter and disposal facility. The Contractor must submit to the Engineer (1) the transporter's current US DOT Certificate of Registration and (2) the transporter's current Hazardous Waste Transporter Permits for the State of Connecticut, the hazardous waste destination state and any other applicable states. The Engineer will then obtain on a contiguous per site basis a temporary EPA Generators ID number for the site that he will forward to the Contractor. Any changes in transporter or facility shall be immediately forwarded to the Engineer for review.

Handling, storage, transportation and disposal of hazardous waste materials generated as a result of execution of this project shall comply with all Federal, State and Local regulations including the USEPA RCRA Hazardous Waste Regulations (40 CFR Parts 260-271), the CTDEEP Hazardous Waste Regulations (22a-209 and 22a-449(c)), and the USDOT Hazardous Materials Regulations (49 CFR Part 171-180).

All debris shall be contained and collected daily or more frequently as directed by the Engineer, due to debris buildup. Debris shall be removed by HEPA vacuum collection. Such debris and paint chips shall be stored in leak-proof storage containers in the secured storage site, or as directed by the Engineer. The storage containers and storage locations shall be reviewed by the Engineer and shall be located in areas not subject to ponding. Storage containers shall be placed on pallets and closed and covered with tarps at all times except during placement, sampling and disposal of the debris.

Hazardous waste materials are to be properly packed and labeled for transport by the Contractor in accordance with EPA, CTDEEP and USDOT regulations. The disposal of debris characterized as hazardous waste shall be completed within 90 calendar days of the date on which it began to be accumulated in the lined containers. Storage of containers shall be in accordance with current DEEP/EPA procedures.

The Contractor shall label hazardous waste storage containers with a 6-inch square, yellow, weatherproof, Hazardous Waste sticker in accordance with USDOT regulations.

Materials other than direct paint related debris which are incidental to the paint removal work activities (tarps, poly, plywood, PPE, gloves, decontamination materials, etc.) which may be contaminated with lead, shall be stored separately from the direct paint debris, and shall be sampled by the Engineer for waste disposal characterization testing. Such materials characterized as hazardous shall be handled/disposed of as described herein, while materials characterized as non-hazardous shall be disposed of as non-hazardous CTDEEP Solid Waste.

Direct paint related debris materials not previously sampled and characterized for disposal, which may be originally presumed to be hazardous waste, shall also be stored separately and sampled by the Engineer for ultimate waste disposal characterization testing and handled/disposed of based on that testing.

Project construction waste materials unrelated to the paint removal operations shall NOT be combined/stored with paint debris waste and/or incidental paint removal materials as they are not lead contaminated and shall NOT be disposed of as hazardous waste. The Engineer's on-site Inspectors shall conduct inspections to verify materials remain segregated.

The Contractor shall obtain and complete all paperwork necessary to arrange for material disposal, including disposal facility waste profile sheets. It is solely the Contractor's responsibility to coordinate the disposal of hazardous materials with its selected treatment/recycling/disposal facility(s). Upon receipt of the final approval from the facility, the Contractor shall arrange for the loading, transport and treatment/recycling/disposal of the materials in accordance with all Federal and State regulations. **No claim will be considered based on the failure of the Contractor's disposal facility(s) to meet the Contractor's production rate or for the Contractor's failure to select sufficient facilities to meet its production rate.**

The Contractor shall process the hazardous waste such that the material conforms with the requirements of the selected treatment/disposal facility, including but not limited to specified size and dimension. Refusal on the part of the treatment/disposal facility to accept said material solely on the basis of non-conformance of the material to the facility's physical requirements is the responsibility of the Contractor and no claim for extra work shall be accepted for reprocessing of said materials to meet these requirements.

All DOT shipping documents, including the Uniform Hazardous Waste Manifests utilized to accompany the transportation of the hazardous waste material shall be prepared by the Contractor and reviewed/signed by an authorized agent representing the Town of Griswold, as Generator, for

each load of hazardous material that is packed to leave the site. The Contractor shall not sign manifests on behalf of the Town as Generator. The Contractor shall forward the appropriate original copies of all manifests to the Engineer the same day the material leaves the Project site.

Materials not related to lead paint removal and/or characterized as non-hazardous waste shall NOT be shipped for hazardous waste disposal in accordance with USEPA RCRA hazardous waste minimization requirements.

A load-specific certificate of disposal, signed by the authorized agent representing the waste disposal facility, shall be obtained by the Contractor and promptly delivered to the Engineer for each load.

In addition to all pertinent Federal, State and local laws or regulatory agency polices, the Contractor shall adhere to the following precautions during the transport of hazardous materials off-site:

- All vehicles departing the site are to be properly logged to show the vehicle identification, driver's name, time of departure, destination, and approximate volume, and contents of materials carried. Vehicles shall display the proper USDOT placards for the type and quantity of waste;
- No materials shall leave the site unless a disposal facility willing to accept all of the material being transported has agreed to accept the type and quantity of waste;
- Documentation must be maintained indicating that all applicable laws have been satisfied and that the materials have been successfully transported and received at the disposal facility; and,
- The Contractor shall segregate the waste streams (i.e. concrete, wood, etc.) as directed by the receiving disposal facility.

Any spillage of debris during disposal operations during loading, transport and unloading shall be cleaned up in accordance with EPA 40 CFR 265 Subparts C & D, at the Contractor's expense.

The Contractor is liable for any fines, costs or remediation costs incurred as a result of their failure to be in compliance with this Item and all Federal, State and Local laws.

#### K. Project Closeout Data:

Provide the Engineer, within thirty (30) days of completion of the project site work, a compliance package; which shall include, but not be limited to, the following:

1. Competent persons (supervisor) job log;
2. OSHA-compliant personnel air sampling data;



3. Completed waste shipment papers for non-hazardous lead construction and demolition (C&D) waste disposal or recycling and scrap metal recycling.
4. Copies of completed Hazardous Waste Manifests (signed by authorized disposal facility representative).

**Method of Measurement:**

The completed work shall be paid as a lump sum. This item will include all noted services, equipment, facilities, testing and other associated work for up to three (3) Town of Griswold project representatives. Services provided to any Town of Griswold project representatives in excess of three (3) representatives will be measured for payment in accordance with Article 1.09.04 – “Extra and Cost-Plus Work.”

**Basis of Payment:**

The lump sum price bid for this item shall include: services, materials, equipment, all permits, notifications, submittals, personal air sampling, personal protection equipment, temporary enclosures, incidentals, fees and labor incidental to activities impacting lead removal, treatment and handling of lead contaminated materials, and the transport and disposal of any hazardous and/or non-hazardous, non-RCRA lead waste.

Final payment will not be made until all project closeout data submittals have been completed and provided to the Engineer. Once the completed package has been received in its entirety and accepted by the Engineer, final payment will be made to the Contractor.

<u>Pay Item</u>	<u>Pay Unit</u>
Lead Compliance for Miscellaneous Exterior Tasks	Lump Sum

END OF SECTION

## **ITEM #0210821A — WATER POLLUTION CONTROL**

**Description:** This work shall consist of measures to control water pollution and soil erosion which become necessary for the completion of the work, but for which no item is provided in the Contract. Such measures include:

- temporary check dams, water bars, berms, dikes, dams
- temporary sediment traps
- pump settling basins
- silt fence
- inlet protection
- hay bales
- erosion control matting
- fiber rolls, coir rolls, wattles
- gravel, stone, riprap
- mulch
- permanent or temporary seeding
- slope drains, ditches, channels, temporary drainage measures
- dust control
- topsoil
- other erosion control materials, devices, or methods

If a situation arises that requires immediate deployment of water pollution control measures, the Engineer will direct the Contractor to use this item to prosecute the work.

If the Contractor proposes changes in construction methods or staging which would affect the as designed pollution controls, plans for revised pollution controls shall be submitted for the Engineer's approval prior to start of work.

**Materials:** The materials shall meet the pertinent articles of the Standard Specifications. The Contractor shall submit Product Data for the materials.

**Construction Methods:** The Engineer has the authority to control the surface area of earth material exposed by construction operations and to direct the Contractor to immediately provide permanent or temporary pollution control measures to protect watercourses, wetlands, or other natural resources. Every effort shall be made by the Contractor to prevent erosion on the Site and prevent runoff onto abutting property.

All disturbed areas shall be permanently or temporarily stabilized by mulching, seeding or other methods as the work progresses to comply with the intent of this specification.

All damaged slopes shall be repaired as soon as possible. The Engineer will limit the surface area of earth material exposed if the Contractor fails to sufficiently protect the slopes.

The Contractor shall always have on hand the necessary materials and equipment to provide for slope stabilization and corrective measures to damaged slopes.

Temporary channels, ditches, water bars and outfalls shall be protected prior to directing water into them.

The erosion control features installed by the Contractor shall be maintained by the Contractor, and such installations shall be removed if ordered by the Engineer. Maintenance of erosion control measures by the Contractor shall include the clean out of accumulated sediment.

**Method of Measurement:** The work and materials required for Water Pollution Control measures will be measured for payment as provided for under 1.09.04 - Extra and Cost-Plus Work.

The sum of money shown on the estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the price bid even though payment will be made only for actual work performed. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded, and the original price will be used to determine the total amount bid for the Contract.

**Basis of Payment:** Work will be paid for as provided under 1.09.04 - Extra and Cost-Plus Work. Control measures that are made necessary by the Contractor's failure to install and maintain controls as a part of the work as scheduled or ordered by the Engineer shall be performed by the Contractor at its own expense.

Control work at off-Site areas selected by the Contractor shall be the responsibility of the Contractor.

Pay Item	Pay Unit
Water Pollution Control	est

## **ITEM #0406303A – SAWING AND SEALING JOINTS**

**Description:** This work shall consist of sawing bituminous concrete pavement and applying hot-applied asphalt crack sealant to create a sealed pavement joint at the locations specified on the Plans. It shall be constructed in close conformity with the lines, grades, thicknesses, and typical cross sections shown on the Plans or established by the Engineer.

### **Materials:**

1. Crack Seal: The crack seal material shall be composed of a hot-applied asphalt meeting ASTM D6690 Type II requirements.

Prior to the start of work, the Contractor shall submit a Materials Certification (MC) in accordance with Article 1.06.07 certifying the joint seal material meets these requirements. The Contractor must submit to the Engineer all Safety Data Sheets (SDS) from the material manufacturer prior to the commencement of work.

2. Blotting Agent – Detackifier: This material shall be a fine-graded granular material with 100% aggregate passing the 3/16-inch sieve and no more than 5% passing the #200 sieve when tested in accordance with AASHTO T 27 and T 11.

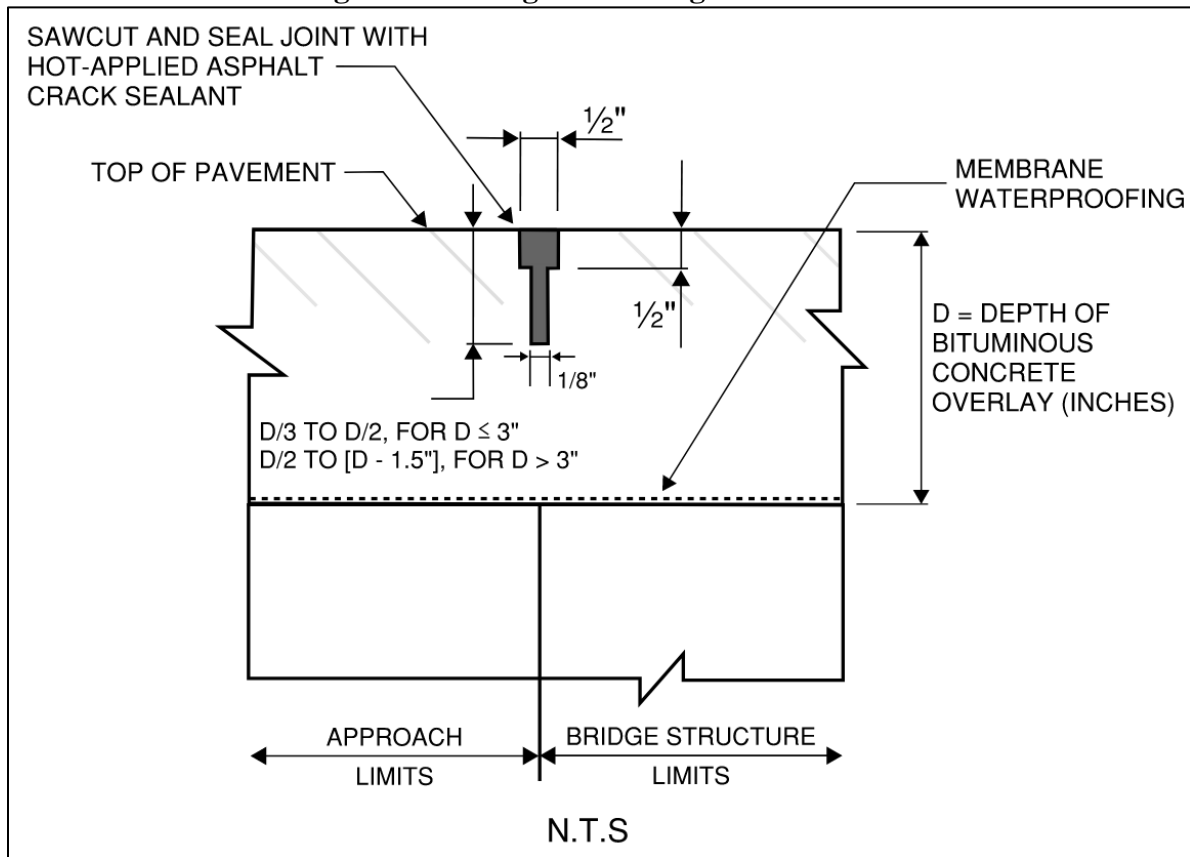
The material shall be one recommended by the supplier of the crack sealant and shall be used as recommended by the supplier, except that no paper, cotton, or other organic materials will be allowed. Product Data shall be submitted to the Engineer for review in accordance with Article 1.05.02.

**Construction Methods:** The sawing and sealing operation shall proceed in accordance with the requirements of the “Maintenance and Protection of Traffic” and “Prosecution and Progress” specifications.

1. Equipment: The equipment used by the Contractor shall include the following:
  - a. Saw and Blades: A minimum of one (1) power saw shall be used for the cutting of bituminous concrete. The saw shall be capable of providing straight, clean cuts of uniform depth and width to the dimensions shown on the Plans. The saw(s) shall be capable of making both a single, deeper cut (for reflective crack control) as well as a wider, shallower cut (to form the upper sealant reservoir), in one single pass, using multiple blades mounted side-by-side in “gang blade” arrangement. The saw shall have diamond-tipped blades.
  - b. Melter Applicator: This shall consist of a boiler kettle equipped with pressure pump, hose, and applicator wand; the boiler kettle may be a combination melter and pressurized applicator of a double-boiler type with space between the inner and outer shells filled with heat transfer oil. Heat transfer oil shall have a flash point of not less

- than 600°F. The kettle shall include a temperature control indicator. The kettle shall be capable of maintaining the crack seal material at the manufacturer's specified application temperature range. The kettle shall include an insulated applicator hose and application wand. The hose shall be equipped with a shutoff control. The kettle shall include a mechanical full sweep agitator to provide continuous blending. Thermometers shall monitor the material temperature and the heating oil temperature. Thermostatic controls shall allow the operator to regulate material temperature up to at least 425°F.
- c. **Application Wand and Squeegee Applicator:** The material shall be applied with a wand followed by a squeegee applicator. The squeegee applicator shall be of commercial/industrial quality designed with a "U" shaped configuration. It shall be of a size adequate to strike off, flush with the surrounding pavement surface and without overflow around the sides, all crack seal material placed. This tool shall be either attached to the applicator wand or be a separate long handled tool.
  - d. **Hot Air Lance:** This shall be designed for cleaning and drying the pavement saw cuts. Minimum compressed air capacity shall be 100 psi. The compressed air emitted from the tip of the lance shall be oil free and capable of achieving a temperature of at least 1500°F.
2. **Weather Requirements:** Work shall be performed only when the pavement is dry. No frost, snow, ice, or standing water may be present on the roadway surface or within the pavement saw cuts. The ambient temperature must be at least 40°F during field application operations.
  3. **Material Mixing Procedure:** The prepackaged material shall be added to the melter applicator in the presence of the Engineer. It shall then be mixed and heated to the recommended application temperature. The crack sealant shall never exceed 400°F.
  4. **Delineation of Transverse Joints:** Prior to the sawing and sealing operation, the Contractor shall establish sufficient controls to determine the exact location of each transverse joint. This shall include setting markers at each joint to reference its location and alignment, while having each of these markers tied. Survey shall be established while the joint elements are exposed and must be done before placement of the proposed pavement, base, or other fill materials. A written procedure for this work shall be submitted to the Engineer for review prior to commencement.
  5. **Cutting of Bituminous Concrete:** Saw cutting shall be performed a minimum of 48 hours and a maximum of 5 days after the surface lift of the bituminous concrete overlay is placed. After final paving is completed, the proposed saw cut lines shall be marked on the overlay by the Contractor. The saw cut lines must be approved by the Engineer before performing the work.

The joint shall consist of a gang-blade saw cut made in a single pass and shall span from edge-of-road to edge-of-road, as shown on the Plans. The cuts shall be made using blades of appropriate thickness to achieve the joint detail shown in Figure 1.

**Figure 1: Sawing and Sealing – Joint Detail**

The inner 1/8-inch-wide cut shall be made in a straight line across the pavement directly over the transverse joint. For total bituminous concrete overlay depths of 3 inches and less, the depth of the inner saw cut shall be between one third ( $D/3$ ) and one half ( $D/2$ ) the specified depth of the overlay as shown on the Plans. For total overlay depths exceeding 3 inches, the minimum required depth of the inner saw cut shall be one half ( $D/2$ ) the specified depth of the bituminous concrete overlay as shown on the Plans, and a maximum of 1.5 inches above the bottom of the overlay ( $D - 1.5$ ). The saw cut shall not damage or impact any portion of the membrane waterproofing, bridge deck, joint, or other structural element.

The outer cuts shall be made using a gang blade arrangement within the same pass as the inner cut to form the 1/2-inch by 1/2-inch upper reservoir and properly support the installation of the sealant.

The saw cut shall provide straight, clean vertical faces with no cracking, tearing, or breakage along the cut edge.

6. **Saw Cut Preparation:** Saw cuts to be sealed shall be treated with a hot air lance immediately prior to application of the crack seal material. Two (2) passes minimum shall be made with the

hot air lance. There shall be no more than 10 minutes between the second hot air lance treatment and the material application.

The use of the hot air lance is not intended to heat the saw cut. It is to be used to blow all debris from the saw cut to the depths specified below and to remove any latent moisture from the saw cut until the inside of the saw cut is completely dry as determined by the Engineer. "Moisture" does not include standing water. The hot air lance is not to be used to boil off or blow standing water from the bottom of a saw cut. If standing water is present in the bottom of any saw cut, the sealing operation shall be postponed until such time that the standing water evaporates naturally. The Contractor may use compressed, oil-free air (not heated) to blow standing water from a saw cut to help accelerate the natural evaporation process. If standing water remains after using compressed air, the saw cut shall be allowed to dry naturally until remaining standing water evaporates. The hot air lance shall be used after visible water has evaporated. If a saw cut is already completely dry as determined by the Engineer, the hot air lance shall be operated at its lowest temperature possible.

7. Crack Sealing: Immediately after saw cuts have been prepared, they shall be filled to refusal along their entire length with the crack sealant material. The treatment material shall be maintained at the manufacturer's specified/recommended application temperature range at all times. The sealing operation shall be suspended if the temperature of the crack seal material falls outside the specified temperature range and shall remain suspended until the crack seal material is brought within the specified range.

Sealed saw cuts shall be squeegeed immediately following application of the crack sealant material, striking the excess even with the adjacent pavement surface. There shall be no build-up of treatment material above or adjacent to the crack. If the initial application of crack sealant material fails to fill the saw cut or shrinks upon cooling with a depression of 1/8 inch or greater, a second application of sealant shall be placed. Care shall be taken during the sealing operation to ensure that overfilling and spilling of material is avoided.

8. Protection of Sealed Joints: Traffic shall not be permitted on the pavement until the crack seal material is set, so that the material does not deform or track and be pulled out by tires. If work under this item is not followed by placement of an overlay of any kind, a detackifier or blotting agent shall be used. If the work under this item is being performed prior to placing a surface treatment (e.g., chip seal), a detackifier or blotting agent will not be allowed.
9. Removal and Disposal of Material: All debris generated from the operations described above shall be removed by the Contractor. Treatment material remaining in the Contractor's kettle at the end of the work shift shall be discarded. Treatment material shall not be re-heated for use in subsequent crack sealing applications unless permitted by the Engineer. All debris and surplus treatment material shall be properly disposed of in accordance with Article 1.10.03 and State of Connecticut regulations.
10. Acceptance of Work: When work is complete, an inspection shall be scheduled. The Engineer will note all deficiencies including areas exhibiting adhesion failure, cohesion failure, tracking

of sealant material, locations of missing, incompletely, or incorrectly constructed joints, or other factors that show the work is not acceptable. Work identified by the Engineer as not acceptable shall be repaired at the Contractor's expense. The Contractor shall notify the Engineer upon completion of any corrective work performed.

Any reflective cracking attributable to improper joint referencing or construction methods shall be repaired at the expense of the Contractor, in a manner approved by the Engineer.

**Method of Measurement:** This work will be measured by the total number of linear feet of sawn and sealed joints, verified and accepted by the Engineer.

**Basis of Payment:** This work will be paid for at the Contract unit price per linear foot for "Sawing and Sealing Joints" complete and accepted in place. The price shall include all submittals, materials, equipment, tools, and labor incidental thereto. No payment will be made to the Contractor prior to submittal of required documents.

Pay Item  
Sawing and Sealing Joints

Pay Unit  
l.f.



## **ITEM #0503001A – REMOVAL OF SUPERSTRUCTURE**

Work under this item shall conform to the requirements of Section 5.03 of the Standard Specifications amended as follows:

### **5.03.01 - Description:** *Delete Paragraph and replace with the following:*

This work shall include the full removal and disposal of the existing superstructure as indicated on the plans. Also includes the preparation of the existing abutments and piers for the construction of the proposed abutment caps and pier caps including cutting of any protruding reinforcing or anchor bolts and removal of any loose masonry debris after removal of the superstructure and temporary access bridges, if needed, for construction of pier caps

### **5.03.03 – Construction Methods:**

#### **1. Submittals.** *Delete Paragraph and replace with the following:*

The Contractor shall prepare and submit written procedures and working drawings for removal, in accordance with 1.05.02. The submittal shall address the following:

- proposed equipment and removal method(s)
- operating and storage location(s) of equipment and materials
- containment and disposal of debris, including lead paint if required.
- Installation and removal of
  - a. debris shields
  - b. working platforms
  - c. falsework
  - d. temporary access bridges, if needed, for construction of pier caps
- modification to and restoration of the structure to remain in place

### **5.03.05 - Basis of Payment:** *Replace the first paragraph with the following:*

This work shall be paid for at the contract lump sum price for "Removal of Superstructure" at the location designated, which price shall include all equipment, tools, and labor incidental to the full removal of the superstructure, including saw cutting and the erection and removal of temporary falsework, debris shields, working platforms, temporary access bridges, or supports of any kind and shall include the proper disposal thereof.

Pay Item	Pay Unit
Removal of Superstructure	LS

## **ITEM #0610001A – DRILLING HOLES AND BONDING ANCHORS**

Work under this item shall conform to the requirements of Section 6.10 of the Standard Specifications amended as follows:

### **6.10.03 – Construction Methods:**

C. **Field Testing:** *Delete Paragraph and add the following:*

Installation of the anchors for this application is considered non-structural in nature. Therefore, field testing of the anchors installed under this item is not required.

## **ITEM #0714999A – MONITORING STRUCTURES**

**Description:** Work under this item consists of performing condition surveys and monitoring of the existing masonry dam, abutments, piers, that are located below the superstructure being removed on Carroll Road and the existing masonry retaining walls along the north side of Carroll Road within 100 feet of the superstructure being removed.

Work shall include, but not necessarily be limited to:

- Conduct pre and post-construction condition surveys.
- Laying out, furnishing, installing, protecting, maintaining, monitoring, and preparing reports for all monitoring instrumentation: Crack Monitors, and Deformation Monitoring Point, DMPs.
- Replacement of failed, damaged or stolen instrumentation.
- Notifying the Engineer and taking immediate remedial action to prevent the Limiting Values from being reached. Meeting with the Engineer to review current field conditions to determine further steps to be taken, before exceeding the Limiting Values.
- Adjusting the demolition means and methods in order not to exceed the Limiting Values
- Removal of all monitoring instruments, Crack Monitors and Deformation Monitoring Points as specified herein, or as directed by the Engineer at the completion of construction activities.

### **Materials:**

Crack Monitors: Crack monitors shall be two-piece acrylic plate type monitors with crosshairs on one piece and find grid on the other, mounted on each side of the crack with appropriate screws or quick setting epoxy as manufactured by Avongard Products, U.S.A., Ltd., Preservation Resource Group, Inc. (PRG), RST Instruments LTD or approved equal.

Deformation Monitoring Points (DMPs): These are to be used as targets in monitoring by conventional survey methods. The target shall be the head of a stainless or galvanized steel bolt drilled and grouted into the structure or other devices approved by the Engineer that will allow repeatable and reproducible elevation readings when measured with conventional survey equipment.

Below are the estimated numbers of monitoring devices required:

- Crack Monitors: Ten (10)
- Deformation Monitoring Points: Twenty (20)

### **Construction Methods:**

Pre- and Post-Conditions Surveys and Crack Monitoring: The Contractor shall engage the services of a qualified, independent professional, acceptable to the Engineer to conduct pre- and post-construction surveys of the dam, abutments, piers, and retaining walls. Work under this item includes furnishing all necessary labor, equipment and materials to perform the condition surveys and monitor cracks.

A pre-construction condition survey shall be completed and 5 copies of the survey and initial monitoring measurements submitted at least 10 days prior to the start of any demolition, or at an earlier stage of construction, if requested by the Engineer. Initial crack monitoring measurements are to be included in this report.

The pre-construction condition survey shall consist of a visual inspection, photograph and video documentation, and written description of the condition of the various structures examined. Descriptions shall identify any existing cracks, damage, or other defects and shall include such information to make it possible to determine the effect, if any, of the construction operations on the defect. Where significant cracks or damage exist, or for defects too complicated to describe in words, photographs shall be taken and made part of the record. In addition, the significant cracks shall, with consent of the owner, be instrumented with crack monitors to record any movement of the crack. Where crack monitors are not installed, crack width measurements shall be made with suitable measuring devices. Initial crack monitoring measurements shall be recorded in the presence of Engineer and Owner. All parties shall sign the record copy of the form used to record the initial readings.

The initial record of each property examined shall be signed by the representatives present.

A post-construction condition survey will be conducted upon completion of all demolition, or at a later date if requested by the Engineer.

The post-construction condition survey shall repeat the process used in the pre-construction survey, paying particular attention to any areas where complaints of damage have been received or damage claims have been filed. Notice shall be given to all interested parties so that they may be present during the post-construction condition survey. A form shall be provided to all representatives attending the post-construction survey showing the initial crack reading measurements and shall provide a location to record the final measurements. Crack monitors shall be read during the final examination and can be removed if no change is noted from the initial readings. If a change is noted, the crack gauge shall remain in place until approval is given by the Engineer to remove the crack monitor. Mounting hardware or adhesives shall be removed and the surface restored when the crack gauges are removed. Representatives present shall sign the record copy of the monitoring form used to record the final readings. Crack monitors shall not be removed until the Owner or Owner's representative signs the record copy of the form recording the final crack monitoring readings.

The final record of each structure examined shall be signed by the representatives present and, if practicable, by the Owners of the structure, whether or not they are present at the examinations.

The Contractor shall submit 5 copies of the pre- and post-construction condition surveys including all documentation to the Engineer within 10 days of the completion of the post-construction condition survey.

Monitoring Requirements:

A. Monitoring Instrumentation Installation:

1. Install the DMPs at the locations as directed by the Engineer. Locate the DMPs next to the portion of the structure closest to the work or as directed by the Engineer.
2. Crack Monitor locations will be determined and installed as part of the pre-construction condition survey.
3. All DMPs and Crack Monitors shall be installed in the presence of the Engineer.
4. All DMPs and crack monitors shall be securely fixed at the approved locations and position, so that the instruments are capable of resisting disturbance from vandalism.
5. The Engineer reserves the right to modify the DMP layout as deemed necessary to monitor the impact of the Contractor's proposed method of construction. The DMPs shall be arranged so that monitoring can continue until completion without interruption. Adequate access for maintenance and reading of the DMPs shall be provided.

B. Monitoring Schedule and Submittal:

1. All DMPs and Crack Monitors / crack measurement points shall be installed, and initial readings completed with the pre-construction condition survey as noted above.
2. In addition to the initial readings, DMPs and Crack Monitors / crack measurement readings shall be monitored within the properties listed above:
  - Prior to the start of and then at least weekly when demolishing structures.
  - Five days before, the day before, and then daily when demolishing structures.

- One week after completion of all structure demolition, and then weekly until there is no change in readings.

The Engineer may increase the frequency of monitoring at no additional cost should there be any changes in the measurements or other indications of movement.

Measurements shall be submitted on a form showing both the past and current measurements. A hard copy of the form with any changes from the previous days measurements circled shall be given to the Engineer by the morning after the day the readings were taken. A typed and signed form shall be submitted on a weekly basis during periods requiring monitoring, unless the Engineer approves submittal less frequently.

C. The Contractor shall respond to the monitored readings from instrumentation as follows:

1. Implement remedial action if readings approach the Limiting Values of 1/8 inch for DMPs, and 1/8 inch for Crack Monitors / crack measurement points.
2. Take all necessary steps so that the limiting values are not exceeded. The Contractor may be directed to suspend activities in the affected area with the exception of those actions necessary to avoid exceeding the limiting value.
3. If any readings exceed 50 percent of the Limiting Values, the Contractor shall:
  - a. Halt operations that are causing the instrument response values to reach 50 percent of the Limiting Value.
  - b. Meet with the Engineer to discuss response actions.
  - c. Implement the reviewed plan of action, which includes modifications to the Contractor means and methods necessary to reduce the potentially damaging effects of the construction activities such that the Limiting Values are not reached.

D. Damage to Instrumentation:

1. The Contractor shall protect all DMPs and Crack Monitors from damage due to construction operations, weather, and vandalism.
2. If an instrument is damaged or unusable, the Contractor's instrumentation personnel shall replace the damaged DMP or Crack Monitor within 72 hours, at no additional cost to the State. The Engineer will be the sole judge of work

stoppage in the vicinity of the damaged or unusable instrument until it is again operational, at no additional cost to the State.

E. Removal of Instruments:

1. Prior to completion of the Contract, the Contractor shall remove all above instrumentation and restore the surface to the Owner’s satisfaction.
2. All instruments or portions hereof removed by the Contractor shall become the property of the Contractor.

**Method of Measurement:** Within sixty (60) calendar days of the award of the Contract, the Contractor shall submit to the Engineer for approval a cost breakdown of his lump sum bid prices for this item. The submission must include substantiation showing that the cost breakdowns submitted are reasonable based on the Contractor's lump sum bids. The cost breakdown shall be in accordance with the following payment schedule:

Pre-Construction Surveys: The cost to develop and perform pre-construction surveys meeting site requirements. The cost shall not exceed 20 percent of the lump sum value.

Furnishing and Installation of Monitoring Devices: The cost to procure and install all required devices at each property. The cost shall not exceed 20 percent of the lump sum value.

Monitoring and Maintenance of Devices: The number of months and monthly cost to perform the required monitoring and prepare documentation at each property. The cost shall be a minimum of 40 percent of the lump sum value.

Post-Construction Surveys and Removal of Monitoring Devices: The cost to perform the post-construction surveys and remove monitoring devices at each property. The cost shall be a minimum of 5 percent of the lump sum value.

**Basis of Payment:** This work will be paid for at the contract lump sum price for “Monitoring Structures” which price shall include all materials, tools, equipment and labor for the required work at each structure including: the services of an independent professional to perform the pre- and post-construction surveys; furnishing, installation, monitoring, and removal of crack monitor gauges/measurement points and DMPs; preparation of reports; notification of the Engineer of any reading which reach 50 percent of the Limiting Values.

<u>Pay Item</u>	<u>Pay Unit</u>
Monitoring Structures	L.S.

**ITEM #0913068A - TEMPORARY 6’ CHAIN LINK FENCE**

Work under this item shall conform to the requirements of Section 9.13, supplemented and amended as follows:

**Article 9.13.01 Description:** — Add the following:

Work shall also include the installation and removal of temporary fence as indicated on the plans for the duration of construction, as well as repair of any damage to the bituminous driveway or lawn as a result of driving posts.

**Article 9.13.03 Construction Methods:** — Add the following:

The proposed Temporary 6’ Chain Link Fence shall be installed prior to removal of the existing fence. The Contractor shall coordinate with the Property Owner for access to install and remove the temporary fence so that the Property Owner can control their dogs. The Temporary 6’ Chain Link Fence shall be installed as closely as possible to the existing shed so as to prevent the property owner’s dogs from escaping. Temporary 6' Chain Link Fence shall not be removed until the permanent 4ft Chain Link Fence is installed.

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary 6’ Chain Link Fence	LF



**ITEM #0969062A - CONSTRUCTION FIELD OFFICE, MEDIUM**

**Description:** Under the item included in the bid document, adequate weatherproof office quarters with related furnishings, materials, equipment, and other services, shall be provided by the Contractor for the duration of the work, and if necessary, for a close-out period determined by the Engineer. The office, furnishings, materials, equipment, and services are for the exclusive use of CTDOT forces and others who may be engaged to augment CTDOT forces with relation to the Contract. The office quarters shall be located convenient to the work site and installed in accordance with Article 1.08.02. This office shall be separated from any office occupied by the Contractor. Ownership and liability of the office quarters shall remain with the Contractor.

**Furnishings/Materials/Supplies/Equipment:** All furnishings, materials, equipment, and supplies shall be in like new condition for the purpose intended and require approval of the Engineer.

**Office Requirements:** The Contractor shall furnish the office quarters and equipment as described below:

Description \ Office Size	Small	Med.	Large	Extra Large
Minimum Sq. Ft. of floor space with a minimum ceiling height of 7 ft.	400	720	1400	2800
Minimum number of exterior entrances.	2	2	2	2
Minimum number of parking spaces.	7	7	10	15

**Office Layout:** The office shall have a minimum square footage as indicated in the table above and shall be partitioned as shown on the building floor plan as provided by the Engineer.

Unless otherwise approved by the Engineer, office space shall be partitioned into segregated work areas for each user as follows:

- Each work area (or cubicle) shall be a minimum of 8 feet x 8 feet, with full height walls or tall cubicle partitions (minimum 6 feet high), placed to provide a minimum of 6 feet walking space around and between each user work area (for social distancing).
- Only one user (workstation/desk) per work area.
- Desks, tables, and other work surfaces shall be arranged so that adjacent users do not face each other.

**Tie-downs and Skirting:** Modular offices shall be tied-down and fully skirted to ground level.

**Lavatory Facilities:** For field offices sizes Small and Medium the Contractor shall furnish a toilet facility at a location convenient to the field office for use by CTDOT personnel and such assistants as they may engage; and for field offices sizes Large and Extra Large the Contractor shall furnish two (2) separate lavatories with toilet (men and women), in separately enclosed rooms that are properly

ventilated and comply with applicable sanitary codes. Each lavatory shall have hot and cold running water and flush-type toilets. For all facilities the Contractor shall supply lavatory and sanitary supplies as required.

Windows and Entrances: The windows shall be of a type that will open and close conveniently, shall be sufficient in number and size to provide adequate light and ventilation, and shall be fitted with locking devices, blinds, and screens. The entrances shall be secure, screened, and fitted with a lock for which four keys shall be furnished. All keys to the construction field office shall be furnished to the CTDOT and will be kept in their possession while State personnel are using the office. Any access to the entrance ways shall meet applicable building codes, with appropriate handrails. Stairways shall be ADA/ABA compliant and have non-skid tread surfaces. An ADA/ABA compliant ramp with non-skid surface shall be provided with the Extra-Large field office.

Lighting: The Contractor shall equip the office interior with electric lighting that provides a minimum illumination level of 100 foot-candles at desk level height, and electric outlets for each desk and drafting table. The Contractor shall also provide exterior lighting that provides a minimum illumination level of 2 foot-candles throughout the parking area and for a minimum distance of 10 ft. on each side of the field office.

Parking Facility: The Contractor shall provide a parking area, adjacent to the field office, of sufficient size to accommodate the number of vehicles indicated in the table above. If a paved parking area is not readily available, the Contractor shall construct a parking area and driveway consisting of a minimum of 6 inches of processed aggregate base graded to drain. The base material will be extended to the office entrance.

Field Office Security: Physical Barrier Devices - This shall consist of physical means to prevent entry, such as: 1) All windows shall be barred, or security screens installed; 2) All field office doors shall be equipped with dead bolt locks and regular day operated door locks; and 3) Other devices as directed by the Engineer to suit existing conditions.

Electric Service: The field office shall be equipped with an electric service panel, wiring, outlets, etc., to serve the electrical requirements of the field office, including lighting, general outlets, computer outlets, electronics, etc., and meet the following minimum specifications:

- A. 120/240 volt, 1 phase, 3 wire
- B. Ampacity necessary to serve all equipment. Service shall be a minimum 100 amp dedicated to the construction field office.
- C. The electrical panel shall include a main circuit breaker and branch circuit breakers of the size and quantity required.
- D. Additional 120-volt, single phase, 20-amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed at each desk and personal computer table (workstation) location.
- E. Additional 120-volt, single phase, 20-amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed, for use by the Telephone Company.

- F. Additional 120-volt circuits and duplex outlets as required meeting National Electric Code requirements.
- G. One exterior (outside) wall mounted GFI receptacle, duplex, isolated ground, 120-volt, straight blade.
- H. After work is complete and prior to energizing, the State's CTDOT electrical inspector, must be contacted at 860-594-2240. (Do Not Call Local Town Officials)
- I. Prior to field office removal, the CTDOT Office of Information Systems (CTDOT OIS) must be notified to deactivate the communications equipment.

Heating, Ventilation and Air Conditioning (HVAC): The field office shall be equipped with sufficient and properly operating, heating, air conditioning, and ventilation equipment to maintain a temperature range of 68°-80° Fahrenheit within the field office. The Contractor shall increase ventilation rates and increase the percentage of outdoor air that circulates into the system where possible.

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 one (1) telephone line for phone/voice service. For an Extra-Large field office this shall consist of three (3) telephone lines for phone/voice service. The Contractor shall pay all charges.

Data Communications Facility Wiring: Contractor shall install a Category 6 568B patch panel in a central wiring location and Cat 6 cable from the patch panel to each PC station, Smart Board location, Multifunction Laser Printer/Copier/Scanner, terminating in a (Category 6 568B) wall or surface mount data jack. The central wiring location shall also house either the data circuit with appropriate power requirements or a Category 6 cable run to the location of the installed data circuit. The central wiring location will be determined by the CTDOT OIS staff in coordination with the designated field office personnel for CTDOT employee staffed field offices as soon as the facility is in place and requested by the Contractor. The central wiring location will be determined with designated CTDOT District staff as soon as the facility is in place and requested by the Contractor.

The Contractor shall provide LAN switches and patch panels as needed to provide the data speeds and connections specified. The contractor shall run a CAT 6 LAN cable from each workstation and networked device (including Multi-Function Laser Printer/Copier/Scanner, printers, and docking stations) to the contractor supplied patch panel/LAN switch area leaving an additional 10 feet of cable length on each side with terminated RJ45 connectors. The Contractor shall install patch panel and LAN switch in data circuit area. Each run / jack shall be clearly labeled with an identifying Jack Number.

The Contractor shall supply cables to connect all devices to the Contractor supplied internet router, switches, and RJ45 connections as needed. These cables shall be separate from the LAN cables and data Jacks detailed above for the CTDOT network.

The number of networked devices anticipated shall be at least equal to the number of personal computer tables, Multi-Function Laser Printer/Copier/Scanner, contractor supplied devices, and smartboards listed below.

In addition to the contractor supplied internet service, the additional installation of a data communication circuit between the field office and the CTDOT OIS in Newington (will only apply to projects staffed with CTDOT employees) will be coordinated between the CTDOT District staff, CTDOT OIS staff and the local utility company once the Contractor supplies the field office phone numbers and anticipated installation date. The Contractor shall provide the field office telephone number(s) to the CTDOT Project Engineer within 10 calendar days after the signing of the Contract as required by Article 1.08.02. This is required to facilitate data line and computer installations.

Additional Equipment, Facilities and Services: The Contractor shall provide at the field Office at least the following to the satisfaction of the Engineer:

Furnishing Description	Office Size			
	Small	Med.	Large	Extra Large
	Quantity			
Office desk (2.5 ft. x 5 ft.) with drawers, locks, and matching desk chair that have pneumatic seat height adjustment and dual wheel casters on the base.	1	3	5	8
Standard secretarial type desk and matching desk chair that has pneumatic seat height adjustment and dual wheel casters on the base.	-	-	-	1
Personal computer tables (4 ft. x 2.5 ft.).	2	3	5	8
Drafting type tables (3 ft. x 6 ft.) and supported by wall brackets and legs; and matching drafter's stool that have pneumatic seat height adjustment, seat back and dual wheel casters on the base.	1	1	1	2
Conference table, 3 ft. x 12 ft.	-	-	-	1
Table – 3 ft. x 6 ft.	-	-	-	1
Office Chairs.	2	4	8	20
Mail slot bin – legal size.	-	-	1	1
Non-fire-resistant cabinet.	-	-	2	4
Fire resistant cabinet (legal size/4 drawer), locking.	1	1	2	3
Storage racks to hold 3 ft. x 5 ft. display charts.	-	-	1	2
Vertical plan racks for 2 sets of 2 ft. x 3 ft. plans for each rack.	1	1	2	2
Double door supply cabinet with 4 shelves and a lock – 6 ft. x 4 ft.	-	-	1	2
Case of cardboard banker boxes (Min 10 boxes/case)	1	1	2	3
Open bookcase – 3 shelves – 3 ft. long.	-	-	2	2
White Dry-Erase Board, 36" x 48" min. with markers and eraser.	1	1	1	1
Interior partitions – 6 ft. x 6 ft., soundproof type, portable and freestanding.	-	-	6	6

Furnishing Description	Office Size			
	Small	Med.	Large	Extra Large
	Quantity			
Coat rack with 20 coat capacity.	-	-	-	1
Wastebaskets - 30 gal., including plastic waste bags.	1	1	1	2
Wastebaskets - 5 gal., including plastic waste bags.	1	3	6	10
Electric wall clock.	-	-	-	2
Electronic Level	1	1	1	2
Telephone.	1	2	3	-
Full size stapler 20 (sheet capacity, with staples)	1	2	5	8
Desktop tape dispensers (with Tape)	1	2	5	8
8 Outlet Power Strip with Surge Protection	3	4	6	9
Rain Gauge	1	1	1	1
Business telephone system for three lines with ten handsets, intercom capability, and one speaker phone for conference table.	-	-	-	1
Mini refrigerator - 3.2 c.f. min.	1	1	1	1
Hot and cold-water dispensing unit. Disposable cups and bottled water shall be supplied by the Contractor for the duration of the project.	1	1	1	1
Microwave, 1.2 c.f., 1000W min.	1	1	1	1
Fire extinguishers - provide and install type and *number to meet applicable State and local codes for size of office indicated, including a fire extinguisher suitable for use on a computer terminal fire.	*	*	*	*
Electric pencil sharpeners.	1	2	2	2
Multi-Function Laser Printer/Copier/Scanner combination unit, network capable, as specified below under <u>Field Office Technology</u>	1	1	1	1
Field Office Wi-Fi Connection as specified below under <u>Field Office Technology</u>	1	1	1	1
Wi-Fi Printer as specified below under <u>Field Office Technology</u>	1	1	1	1
Digital Camera as specified below under <u>Field Office Technology</u>	1	1	3	3
Teleconferencing Equipment as specified below under <u>Field Office Technology</u>	-	-	-	-
Infrared Thermometer, including annual third-party certified calibration, case, and cleaning wipes.	1	1	1	2
Concrete Curing Box as specified below under Concrete Testing Equipment.	1	1	1	1

Furnishing Description	Office Size			
	Small	Med.	Large	Extra Large
	Quantity			
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	1
Concrete Slump Cone and accessories as specified below under Concrete Testing Equipment.	1	1	1	1
First Aid Kit	1	1	1	1
T-handle concrete cylinder mold splitter as specified below under Concrete Testing Equipment	1	1	1	1
Smart Phones as specified under <u>Computer Related Hardware and Software</u> .	-	-	-	-

The furnishings and equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the above listed equipment or furnishings shall be provided by the Contractor for the duration of the project.

Field Office Technology:

The Contractor shall supply the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Smart Phones, Multifunction Laser Printer/Copier/Scanner, Conference Room Teleconferencing Equipment, as well as associated hardware and software, meeting the requirements of this specification as well as the latest minimum specifications posted, as of the project advertising date, at CTDOTs web site <https://portal.ct.gov/dot/office-of-construction/construction-field-office-technology>

Within 10 calendar days after the signing of the Contract but before ordering/purchasing the Wi-Fi Printer (separate from the Multifunction Laser Printer/Copier/Scanner), Field Office Wi-Fi, Digital Camera(s), Smart Phones, Multifunction Laser Printer/Copier/Scanner, Teleconferencing Equipment, as well as associated hardware, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the Administering CTDOT District for review and approval. The Wi-Fi Printer, Wi-Fi Router, digital cameras, smart phones, and Teleconferencing Equipment will be reviewed by CTDOT District personnel. The Multifunction Laser Printer/Copier/Scanner will be reviewed by the CTDOT OIS. The Contractor shall not purchase the hardware, software, or services until the Administering CTDOT District informs them that the proposed equipment, software, and services are approved. The Contractor will be solely responsible for the costs of any hardware, software, or services purchased without approval.

The Contractor and/or their internet service provider shall be responsible for the installation and setup of the field office Wi-Fi/internet service, Wi-Fi printer, and the configuration of the wireless router as directed by the CTDOT. Installation will be coordinated with CTDOT District and Project personnel.

After the approval of the hardware and software, the Contractor shall contact the designated representatives of the CTDOT administering District, a minimum of 2 working days in advance of the proposed delivery or installation of the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Smart Phones, Multifunction Laser Printer/Copier/Scanner, Teleconferencing Equipment, as well as associated hardware, software, supplies, and support documentation.

The Contractor shall provide all supplies, paper, maintenance, service, and repairs (including labor and parts) for the Wi-Fi printers, copiers, field office Wi-Fi/internet service, 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 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 rainwater 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.

Electronic Level: The Contractor shall supply and maintain in working order, for the duration of the Contract, the number of electronic levels, identified in the Additional Equipment, Facilities and Services table of this specification. The electronic levels shall meet the following requirements:

- A. 48-inch length, box beam type
- B. IP65 water and dust proof
- C. 0.1-degree accuracy
- D. Backlit display
- E. Carrying case included
- F. New or like new condition

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.
- D. T-handle concrete cylinder mold splitter.

All testing equipment will remain the property of the Contractor at the completion of the project.

Insurance Policy: The Contractor shall provide a separate insurance policy, with no deductible, in the minimum amount of five thousand dollars (\$5,000) to insure all State-owned data equipment and supplies used in the office against all losses. The Contractor shall be named insured on that policy, and the CTDOT shall be an additional named insured on the policy. These losses shall include, but not be limited to theft, fire, and physical damage. The CTDOT will be responsible for all maintenance costs of CTDOT owned computer hardware. In the event of loss, the Contractor shall provide replacement equipment in accordance with current CTDOT equipment specifications, within seven days of notice of the loss. If the Contractor is unable to provide the required replacement equipment within seven days, the CTDOT may provide replacement equipment and deduct the cost of the equipment from monies due or which may become due the Contractor under the Contract or under any other contract. The Contractor's financial liability under this paragraph shall be limited to the amount of the insurance coverage required by this paragraph. If the cost of equipment replacement required by this paragraph should exceed the required amount of the insurance coverage, the CTDOT will reimburse the Contractor for replacement costs exceeding the amount of the required coverage.

Maintenance: During the occupancy by the CTDOT, the Contractor shall maintain all facilities and furnishings provided under the above requirements, and shall maintain and keep the office quarters clean through the use of professional cleaning including vacuuming carpet, washing & waxing floors, cleaning restrooms, removal of trash, general cleaning, etc.

Exterior areas shall be mowed and clean of debris. A trash receptacle (dumpster) with weekly pickup (trash removal) shall be provided. Snow removal, sanding and salting of all parking, walkway, and entrance ways areas shall be accomplished during a storm if on a workday during work hours, immediately after a storm and prior to the start of a workday. If snow removal, salting and sanding are not completed by the specified time, the State will provide the service and all costs incurred will be deducted from the next payment estimate.

**Method of Measurement:** The furnishing and maintenance of the construction field office will be measured for payment by the number of calendar months that the office is in place and in operation, rounded up to the nearest month.

There will not be any price adjustment due to any change in the minimum computer related hardware and software requirements.



**Basis of Payment:** The furnishing and maintenance of the Construction Field Office will be paid for at the Contract unit price per month for “Construction Field Office, (Medium),” 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 specified herein.

Pay Item	Pay Unit
Construction Field Office, (Medium)	Month

## **ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC**

### **Article 9.71.01 – Description is supplemented by the following:**

The Contractor shall maintain and protect traffic as described by the following and as limited in the special provision for Section 1.08 - Prosecution and Progress:

#### **Carroll Road**

The Contractor shall maintain and protect a minimum of 1 lane of traffic in each direction with each lane on a paved travel path not less than 11 feet in width, with the following exception:

1. During the allowable periods and when the Contractor is actively working, the Contractor will be permitted to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 11 feet in width and no more than 300 feet in length, unless specified elsewhere in the Contract. There shall be no more than one alternating one-way traffic operation within the Project limits without prior approval of the Engineer.

#### **All Other Roadways**

The Contractor shall maintain and protect a minimum of 1 lane of traffic in each direction with each lane on a paved travel path not less than 11 feet in width.

#### **Commercial and Residential Driveways**

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the Project limits. The Contractor will be permitted to temporarily close affected driveways while actively working with coordination and permission from the owner or proprietor.

### **Article 9.71.03 - Construction Methods is supplemented as follows:**

#### **General**

Unpaved travel paths will only be permitted for areas requiring full depth and full width reconstruction. The unpaved section shall be the full width of the road and shall be perpendicular to the travel lanes. The Contractor will be allowed to maintain traffic on processed aggregate for a duration not to exceed 10 calendar days and opposing traffic lane dividers shall be used as a centerline.

The Contractor is required to delineate any raised structures within the travel lanes, so that the structures are visible day and night, unless there are specific Contract plans and provisions to temporarily lower these structures prior to the completion of work.

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway or bridge section by the end of a work shift, or as directed by the Engineer.

When the installation of all intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall then install the final course of bituminous concrete pavement.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3 foot shoulder between the work area and travel lanes, with traffic drums spaced every 50 feet. At the end of the work shift if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary bituminous concrete traversable slope of 4:1 or flatter that is acceptable to the Engineer.

The Contractor, during the course of any active overhead construction work, 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 be left partially removed or installed.

When an existing sign is to be relocated or replaced, the work shall be completed during the same work shift.

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

On limited-access highways, construction vehicles entering travel lanes shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at the posted speed limit, in order to merge with existing traffic.

### **Existing Signing**

The Contractor shall maintain all existing overhead and side-mounted signs within the Project limits throughout the duration of the Project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary, and shall install temporary sign supports if necessary and as directed by the Engineer.

### **Requirements for Winter**

The Contractor shall schedule a meeting with representatives of the Department, including the offices of Maintenance and Traffic, and the Town/City to determine any interim traffic control measures the Contractor shall accomplish prior to winter to provide safety to motorists and permit adequate snow removal procedures. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings, and signing.

### **Signing Patterns**

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

### **Pavement Markings - Non-Limited Access Roadways**

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the Project.

Temporary pavement markings shall be installed on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work shift.

Permanent Epoxy Resin Pavement Markings shall be installed on the final course of bituminous concrete pavement within 10 calendar days of the final pavement installation if no Pavement Marking Grooves are proposed.

### **Temporary Pavement Markings**

Temporary pavement markings that will be in place for less than 72 continuous hours may consist of temporary plastic pavement marking tape at the Contractor's expense. Additionally;

1. These temporary pavement markings shall include centerlines, lane lines (solid and broken), and stop bars.
2. Centerlines shall consist of two 4 inch wide yellow markings, 2 feet in length, side by side, 4 inches apart, at 40 foot intervals.
3. Lane lines shall consist of 4 inch wide white markings, 2 feet in length, at 40 foot intervals.
4. No passing zones shall be posted with signs in those areas where the final centerlines have not been established on two-way roadways.
5. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side.
6. The temporary plastic pavement marking tape shall be installed in accordance with Section 12.12.
7. The Contractor shall remove and dispose of the temporary plastic pavement marking tape prior to another course of bituminous concrete pavement being installed.

Temporary pavement markings that will be in place for 72 continuous hours or more should consist of temporary painted pavement markings and shall be installed in accordance with Section 12.09. The markings shall include centerlines, edge lines, lane lines (solid and broken), 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 shift. Edge lines and lane-use arrows are not required if the next course of bituminous concrete pavement will be placed within 10 calendar days.

All temporary pavement markings exposed throughout the winter shall be Epoxy Resin Pavement Markings, unless directed otherwise by the Engineer.

Temporary pavement markings, as described above, shall be maintained until the permanent pavement markings are installed.

### **Final Pavement Markings**

Refer to Pavement Marking Groove special provisions for pavement marking requirements. Permanent epoxy resin pavement markings shall be installed in accordance with Section 12.10 and the applicable Traffic Engineering Standard Drawings.

If Temporary Plastic Pavement Marking Tape is installed, then the Contractor shall remove and dispose of these markings during the same work shift that the permanent epoxy resin pavement markings are to be installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

### **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 a safer and more 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 or is within the clear zone. 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 in order to command respect from the motorist.

Lane reduction tapers should be placed so that the entire length of the taper is installed on a tangent section of roadway and the entire taper area can be seen by the motorist.

All existing conflicting signs shall be removed, covered with an opaque material, or turned so that they are not legible to oncoming traffic prior to implementing a traffic control pattern. The existing signs shall be uncovered or reinstalled once the pattern is removed.

A buffer area should be provided during installation of a traffic control pattern and maintained for the duration of the work. The buffer area shall be free of any equipment, workers, materials, and parked vehicles.

Construction Traffic Control Plans 19 through 25 should be used for moving operations such as line striping, rumble strips, pothole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns are not required for vehicles on an emergency patrol type activity or for a short duration stop of up to one hour, as long as the equipment is contained within the shoulder.

Flashing lights, arrow boards, truck-mounted or trailer-mounted impact attenuators, and appropriate Trafficperson(s) shall be used when required.

In a situation not adequately covered by the Construction Traffic Control Plans, the Contractor shall contact the Engineer for assistance prior to setting up a traffic control pattern.

**Placement of Signs**

Signs shall be placed in a position that allows 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 Construction Traffic Control Plans**

The Construction 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.

The proper application of the Construction Traffic Control Plans and installation of traffic control devices is dependent upon actual field conditions.

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.

Adjustments to the Construction Traffic Control Plans shall only be made at the direction of the Engineer.

Table 1 indicates the minimum taper lengths required for a lane closure based on the posted speed limit and lane width of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the Construction Traffic Control Plans cannot be achieved.

**Table 1 – Minimum Taper Length**

POSTED SPEED LIMIT (MPH)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE (FEET)	
	FREEWAYS	SECONDARY ROADS
30 OR LESS	180	165
35	245	225
40	320	295
45	540	495
50	600	550
55	660	605
65	780	715

## 1. Work Zone Safety Meetings

- 1.a) Prior to the commencement of work, a Work Zone Safety Meeting shall be conducted with representatives from 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. DOT Traffic Engineering shall be invited to the Work Zone Safety Meeting. 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 shall include:
  - i. Review Project scope of work and time;
  - ii. Review Section 1.08, Prosecution and Progress;
  - iii. Review Section 9.70, Trafficpersons;
  - iv. Review Section 9.71, Maintenance and Protection of Traffic;
  - v. Review Contractor's schedule and method of operations;
  - vi. Review special concern areas: ramps, turning roadways, medians, lane drops, etc.;
  - vii. Open discussion of work zone questions and issues;
  - viii. Discussion of review and approval process for changes in Contract requirements as they relate to work zone areas.

## 2. General

- 2.a) Traffic control patterns shall only be installed if the required minimum number of signs, traffic cones, traffic drums, and other equipment (i.e. one Arrow Board for each lane closed, two Truck-Mounted or Trailer-Mounted Attenuators (TMAs), Changeable Message Sign, etc.) are on Site.
- 2.b) The Contractor shall have spare maintenance and protection of traffic equipment (TMAs, Arrow Board, Changeable Message Sign(s), construction signs, traffic cones, traffic drums, etc.) available at all times in case of mechanical failures, etc. Spare maintenance and protection of traffic equipment installed as a result of a sudden equipment breakdown shall be replaced by the Contractor 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 lost time.
- 2.d) In cases of differences of opinion between the Contractor and the Inspection staff, the Contractor shall follow the directions of the Engineer. 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.

### **3. Installing and Removing Traffic Control Patterns**

- 3.a) Lane closures shall be installed beginning with the advance warning signs and proceeding forward toward the work area.
- 3.b) Lane closures shall be removed in the reverse order, beginning at the end of the work area, or traffic control pattern, and proceeding back toward the advance warning signs.
- 3.c) Stopping traffic may be allowed within the allowable hours stated in Section 1.08.04:
  - i. For those activities stated within the Contract.
  - ii. During paving, milling operations, or similar activities 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 so traffic does not travel across the longitudinal joint or difference in roadway elevation.
  - iii. To move slow moving equipment across live traffic lanes into the work area.
- 3.d) The Contractor shall adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.e) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging with or exiting from the mainline traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.f) Workers are prohibited from crossing the travel lanes on limited access roadways 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.

### **4. Implementation of Rolling Road Block (RRB)**

- 4.a) Temporary road closures using a RRB may be allowed on limited access highways for operations associated with the installation and removal of temporary lane closures. RRB may be allowed for the installation and removal of lead signs and lane tapers only and shall meet the following requirements:
  - i. Refer to the Limitation of Operations Chart provided in Section 1.08.04 for the hours allowed for implementing a RRB operation. The Contractor shall only implement a RRB operation within the hours shown in the Chart.
  - ii. In areas with good sight lines and full shoulders, signs on the side of the road opposite the traffic pattern should be installed in a separate operation.
  - iii. TMAs equipped with Arrow Boards shall be used to slow traffic to implement the RRB. State Police Officers in marked vehicles may be used to support the



implementation of the RRB. The RRB shall start by having all vehicles, including TMAs and police vehicles, leave the shoulder or on-ramp and accelerate to normal roadway speeds in each lane. The vehicles will then position themselves side by side and decelerate to the RRB speed on the highway.

- iv. A Pre-Warning Vehicle, as specified elsewhere in the Contract, shall be used to advise the motorists that sign pattern installation or removal is underway.
- v. The RRB duration shall not exceed 15 minutes from the start of the traffic block until all lanes are opened as designated in the Limitation of Operations chart. If the RRB duration exceeds 15 minutes on 2 successive shifts, no further RRB will be allowed until the Contractor obtains approval for a revised installation procedure from the District.
- vi. RRB shall not be used to expand a lane closure pattern to an additional lane during the shift. The workers and equipment required to implement the additional lane closure should be staged from within the closed lane. TMAs (and State Police if available) shall be used to protect the workers installing the taper in the additional lane.
- vii. Exceptions to these work procedures may be submitted to the District Office for consideration. A minimum of 2 business days shall be allowed for review and comment by the District.
- viii. The Engineer and the Contractor will review and discuss the RRB procedures (including any revisions) in advance of the work. The implementation of the agreed upon plan will be reviewed with the State Police during the Work Zone Safety Meeting held before each shift involving temporary lane closures. If the State Police determine that alternative procedures should be implemented for traffic control during the work shift, the Department and Contractor will attempt to resolve any discrepancies with the duty sergeant at the Troop. If the discrepancies are unable to be resolved prior to the start of the shift, then the work will proceed as recommended by the Department. Any unresolved issues shall be addressed the following day.

## **5. Use of Arrow Boards**

- 5.a) On limited access roadways, one Arrow Board shall be used for each lane that is closed. The Arrow Board shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the Construction Traffic Control Plans. Additional Arrow Boards shall be deployed if sight distances are limited.
- 5.b) On non-limited access roadways, the use of an Arrow Board for lane closures is optional. The roadway geometry, sight distance, and traffic volume shall be considered in the decision to use the Arrow Board.
- 5.c) A vehicle displaying an arrow board shall be equipped with high-intensity rotating, flashing, oscillating, or strobe lights.

- 5.d) The flashing arrow mode shall be used for lane closure (merge) tapers.
- 5.e) The flashing arrow mode shall not be used for temporary alternating one-way traffic operations or to laterally shift lanes of traffic.
- 5.f) The flashing double arrow mode shall only be used for closing a center lane on a multilane roadway where adjacent left and right lanes remain open.
- 5.g) For shoulder work or roadside work near the shoulder, the Arrow Board shall be positioned in the shoulder and the flashing alternating diamond mode should be used.
- 5.h) The flashing alternating diamond caution mode should also be used when supplemental Arrow Boards are positioned in an already closed lane.

#### **6. Use of Truck-Mounted or Trailer-Mounted Impact Attenuators (TMAs)**

- 6.a) On limited access roadways, lane closures shall use a minimum of two TMAs to install and remove traffic control patterns. If two TMAs are not available, then the pattern shall not be installed.
- 6.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 shall be considered in the decision to utilize the TMAs.
- 6.c) On limited access roadways, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane to establish the advance and transition signing. The Arrow Board mounted on the TMA shall be in the arrow mode when taking the lane. The sign truck and workers shall be at sufficient distance 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 Portable Changeable Message Signs, signs, Arrow Boards, and cones/drums are installed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when traveling in the closed lane.
- 6.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 Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when in the closed lane.
- 6.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 Section 18.06. 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) shall be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.

- 6.f) TMAs will be paid for in accordance with how the unit is used. If it is used as a TMA and is in the proper location as specified, then it will be paid for at the specified hourly rate for Truck-Mounted or Trailer-Mounted Impact Attenuator. When the TMA is used as an Arrow Board, it will be paid for at the daily rate for Arrow Board. If a TMA is used to install and remove a pattern and is also used as an Arrow Board in the same day, then the unit will be paid for as a Truck-Mounted or Trailer-Mounted Impact Attenuator for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove). If the TMA is also used as an Arrow Board during the same day, then the unit will only be paid for at the daily rate as an Arrow Board.

## **7. Use of Traffic Drums and Traffic Cones**

- 7.a) On limited-access highways, ramps, and turning roadways:
- i. Traffic drums shall be used for taper channelization.
  - ii. Traffic drums shall be used to delineate raised catch basins and other hazards.
  - iii. Traffic cones with a minimum height of 42 inches may be used in place of drums in the tangent section of a closed lane or shoulder.
  - iv. Traffic cones less than 42 inches in height shall not be used.
- 7.b) On all roadways:
- i. 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.
  - ii. Traffic cones shall not be left unattended.
  - iii. Traffic cones with a minimum height of 42 inches shall be used when the posted speed limit is 45 MPH or above.
- 7.c) Typical spacing of traffic drums and/or cones shown on the Construction Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

## **8. Use of Barricade Warning Lights**

- 8.a) Barricade Warning Lights may be installed on channelizing devices when used in a merge taper. The Barricade Warning Lights shall flash in a sequential pattern when used in a merge taper. The successive flashing shall occur from the upstream end (beginning) of the merge taper to the downstream end (end) of the merge taper.
- 8.b) Type C Barricade Warning Lights may be used at night to delineate the edge of the travel way.
- 8.c) Type B Barricade Warning Lights shall be used on post-mounted advanced warning signs.

## 9. Use of Portable Changeable Message Signs (PCMS)

- 9.a) On limited access roadways, one PCMS shall be used in advance of the traffic control pattern for all lane closures. Prior to installing the pattern, the PCMS shall be installed and in operation, displaying the appropriate lane closure information. The PCMS shall be positioned ½ to 1 mile ahead of the start of the lane closure taper. If the distance to the nearest exit ramp is greater than the specified ½ to 1 mile distance, then an additional PCMS shall be positioned a sufficient distance ahead of the exit ramp (and before the previous on-ramp where practical) to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 9.b) On non-limited access roadways, the use of PCMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to use the PCMS.
- 9.c) PCMS should be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where a traffic barrier is not available to shield the PCMS, it should be placed off the shoulder and outside of the clear zone. If a PCMS has to be placed on the shoulder of the roadway or within the clear zone, it should be placed on the paved shoulder with a minimum of five traffic drums placed in a taper in front of it to delineate its position. The taper shall meet minimum distance requirements for a shoulder closure. The PCMS shall be protected if it is used for a continuous duration of 36 hours or more.
- 9.d) The PCMS shall be removed from the clear zone and have the display screen cleared and turned 90 degrees away from the roadway when the PCMS is no longer required.
- 9.e) The PCMS should not be used within 1,000 feet of an existing PCMS or Variable Message Sign (VMS).
- 9.f) A PCMS message shall:
- i. consist of no more than two phases;
  - ii. contain no more than three lines of text per phase;
  - iii. have no more than eight characters per line, including spaces.
- 9.g) The PCMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs. The PCMS should not be used for generic messages (ex.: Road Work Ahead, Bump Ahead, Gravel Road, etc.) or for messages that need to be displayed for long periods of time, such as during stage construction. These types of messages should be displayed with construction signs. Special signs shall be coordinated with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.
- 9.h) Typical messages that are allowed on the PCMS are shown below. Approval must be received from the Office of Construction for any message(s) different than the typical messages shown in Figure 1.
- 9.i) All messages shall comply with the information provided in Tables 2 and 3.

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

**Figure 1: Typical PCMS Messages**

**Table 2: Acceptable Abbreviations**

<b>Word Message</b>	<b>Standard Abbreviation</b>	<b>Word Message</b>	<b>Standard Abbreviation</b>
Access	ACCS	Minimum	MIN
Afternoon / Evening	PM	Minor	MNR
Ahead	AHD	Minute(s)	MIN
Alternate	ALT	Monday	MON
Avenue	AVE, AV	Morning / Late Night	AM
Bicycle	BIKE	Mount	MT
Blocked	BLKD	Mountain	MTN
Boulevard	BLVD	National	NATL
Bridge	BR	Normal	NORM
CB Radio	CB	North	N
Center	CTR	Northbound	NBND
Center	CNTR	Oversized	OVRSZ
Chemical	CHEM	Parking	PKING
Circle	CIR	Parkway	PKWY
Compressed Natural Gas	CNG	Pavement	PVMT
Condition	COND	Pedestrian	PED
Congested	CONG	Place	PL
Construction	CONST	Pounds	LBS
Court	CT	Prepare	PREP
Crossing	XING	Quality	QLTY
Crossing (other than highway-rail)	XING	Right	RT
Downtown	DWNTN	Road	RD
Drive	DR	Roadwork	RDWK
East	E	Route	RT, RTE
Eastbound	EBND	Saint	ST
Electric Vehicle	EV	Saturday	SAT
Emergency	EMER	Service	SERV
Entrance, Enter	ENT	Shoulder	SHLDR
Exit	EX	Slippery	SLIP
Express	EXP	South	S
Expressway	EXPWY	Southbound	SBND
Feet	FT	Speed	SPD
Freeway	FRWY, FWY	State, county, or other non-US or non-Interstate numbered route	[Route Abbreviation determined by highway agency]**
Friday	FRI	Street	ST
Frontage	FRNTG	Sunday	SUN
Hazardous	HAZ	Telephone	PHONE
Hazardous Material	HAZMAT	Temporary	TEMP
High Occupancy Vehicle	HOV	Terrace	TER

Highway	HWY	Thruway	THWY
Highway-Rail Grade Crossing	RR XING	Thursday	THURS
Hospital	HOSP	Tons of Weight	T
Hour(s)	HR, HRS	Traffic	TRAF
Information	INFO	Trail	TR
International	INTL	Travelers	TRVLRS
Interstate	I-	Tuesday	TUES
Junction / Intersection	JCT	Turnpike	TPK
Lane	LN	Two-Way Intersection	2-WAY
Left	LFT	Two-Wheeled Vehicles	CYCLES
Liquid Propane Gas	LP-GAS	Upper	UPR
Local	LOC	US Numbered Route	US
Lower	LWR	Vehicle(s)	VEH, VEHS
Maintenance	MAINT	Warning	WARN
Major	MAJ	Wednesday	WED
Maximum	MAX	West	W
Mile(s)	MI	Westbound	WBND
Miles Per Hour	MPH		

\*\* A space and no dash shall be placed between the abbreviation and the number of the route.

**Table 3: Unacceptable Abbreviations**

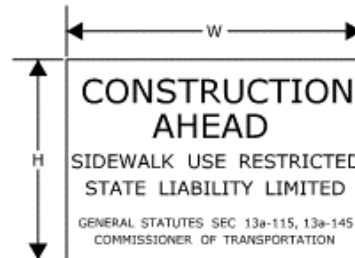
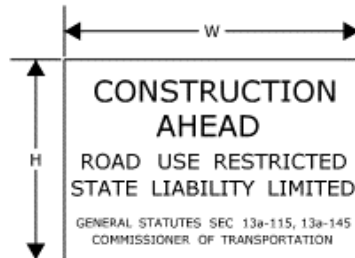
<b>Unacceptable Abbreviation</b>	<b>Intended Word</b>	<b>Common Misinterpretation</b>
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (Merge)
LT	Light (Traffic)	Left
PARK	Parking	Park
POLL	Pollution (Index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
WRNG	Warning	Wrong

## 10. Use of State Police Officers

- 10.a) State Police may be used only on limited access highways and secondary roadways that are under their primary jurisdiction. A minimum of one Officer may be used per critical sign pattern; however, a State Police presence is not required. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Left lane closures may also be implemented without State Police presence in areas with only moderate traffic and wide, unobstructed medians. It may be desirable to have a State Police presence, when available, under specific situations, such as nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur; however, they are not required.
- 10.b) If a State Police presence is provided, once the pattern is in place, the State Police Officer should be positioned in a non- hazardous location in advance of the pattern to provide advance warning to the motorist. If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall reposition so that they are located prior to the backup. The State Police Officer should not be located immediately behind or within the roll ahead area of any TMA or within the work zone buffer area. The State Police Officer shall not be positioned in such a way that the State Police Officer obstructs any construction warning signs or PCMS from view of the motorist.
- 10.c) Other functions of the State Police Officer(s) may include:
  - i. Assisting construction vehicles entering and exiting the work area.
  - ii. Enforcement of motor vehicle laws within the work area, if specifically requested by the Engineer.
- 10.d) State Police Officers assigned to a work site shall take direction from the Engineer.



### 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"	

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

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

SIGN 16-E SHALL BE USED ON ALL FREEWAYS AND 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.

CONSTRUCTION TRAFFIC CONTROL PLAN  
**SERIES 16 SIGNS**

SCALE: NONE

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
 BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

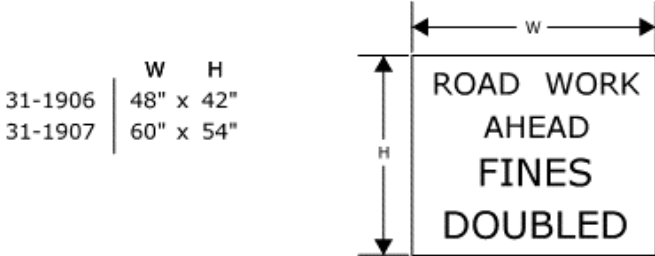
*Tracy L. Fogarty*  
 PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.  
 2013.10.09 16:30:32-0402

### REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

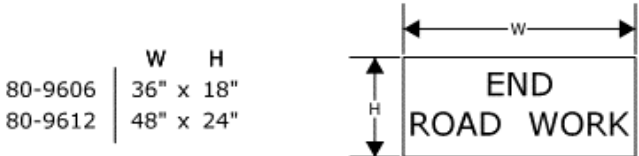
THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY AND MUNICIPAL ROAD IN CONNECTICUT WHERE THERE ARE WORKERS PRESENT ON THE HIGHWAY.

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 SHALL BE THE "END ROAD WORK" SIGN.



CONSTRUCTION TRAFFIC CONTROL PLAN  
**ROAD WORK AHEAD  
 SIGNS**

SCALE: NONE

## 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 IN ADVANCE 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. TRAFFIC CONES AND PORTABLE CONSTRUCTION SIGNS SHALL NOT BE LEFT UNATTENDED.
5. ALL CONFLICTING 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 48 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  $\leq$  40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION FROM SUNSET TO SUNRISE, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A PORTABLE CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF MILE 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'
35	245'
40	320'
45	540'
50	600'
55	660'
65	780'

CONSTRUCTION TRAFFIC CONTROL PLAN

### NOTES

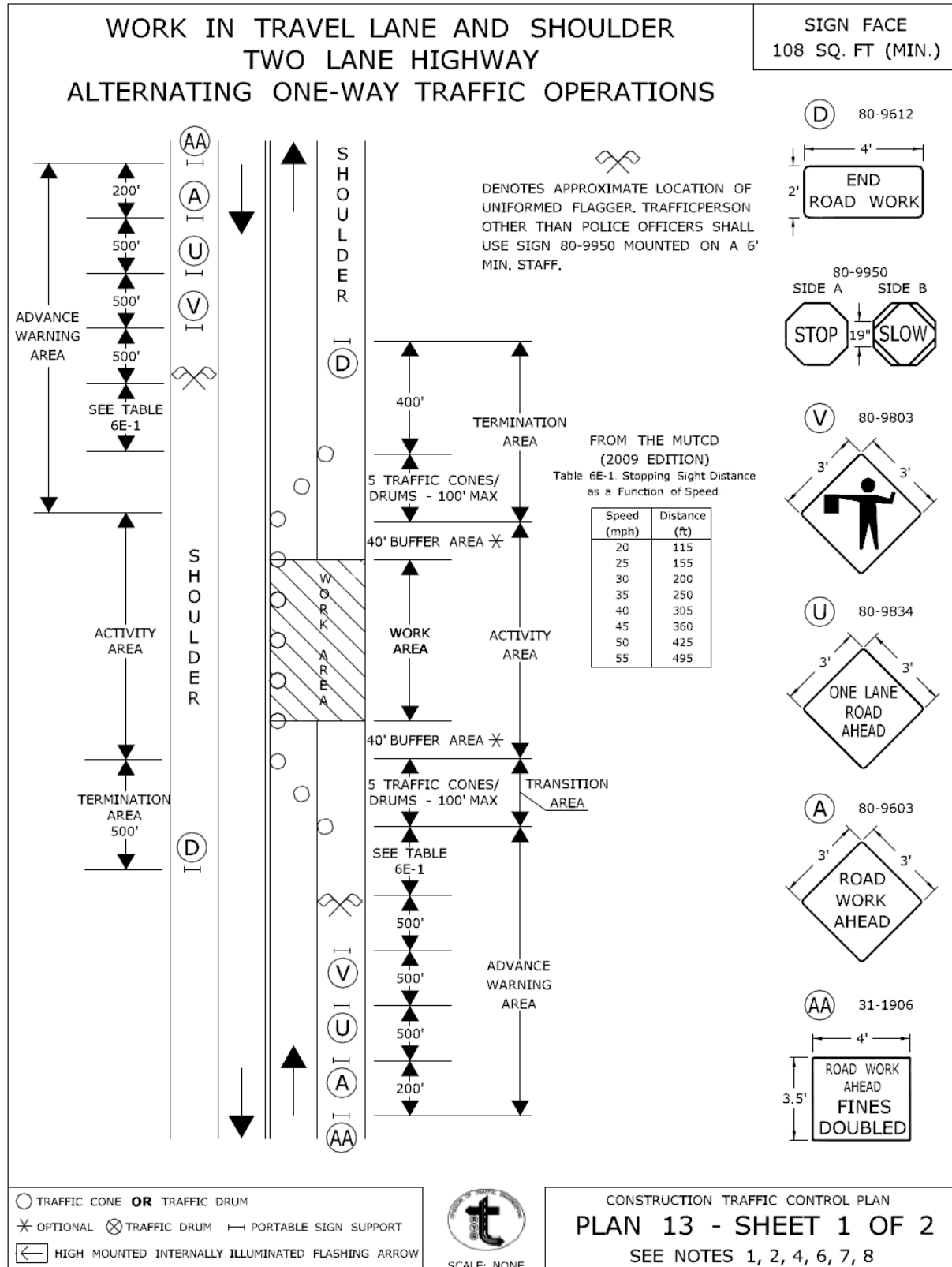
SCALE: NONE

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

*Tracy L. Fogarty*  
PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.  
2019.09.13 06:47:47-04'00"



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*  
PRINCIPAL ENGINEER  
Charles S. Harlow  
2012.06.05 15:55:23-04'00"

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

SIGN FACE  
108 SQ. FT (MIN.)

## HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

**A. TO STOP TRAFFIC**

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



**B. TO DIRECT TRAFFIC TO PROCEED**

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



**C. TO ALERT OR SLOW TRAFFIC**

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



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

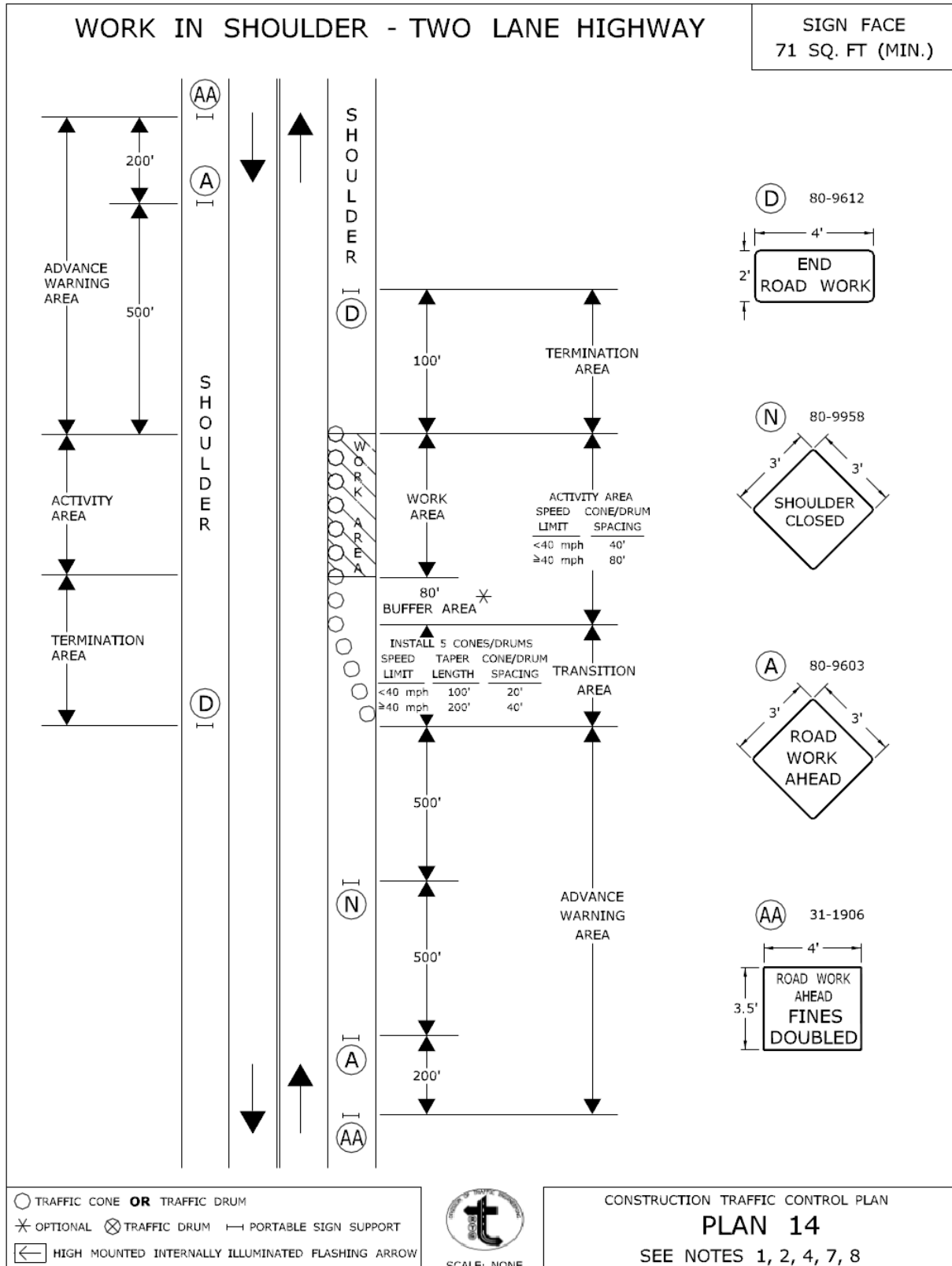


SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 13 - SHEET 2 OF 2**  
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

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



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



SCALE: NONE

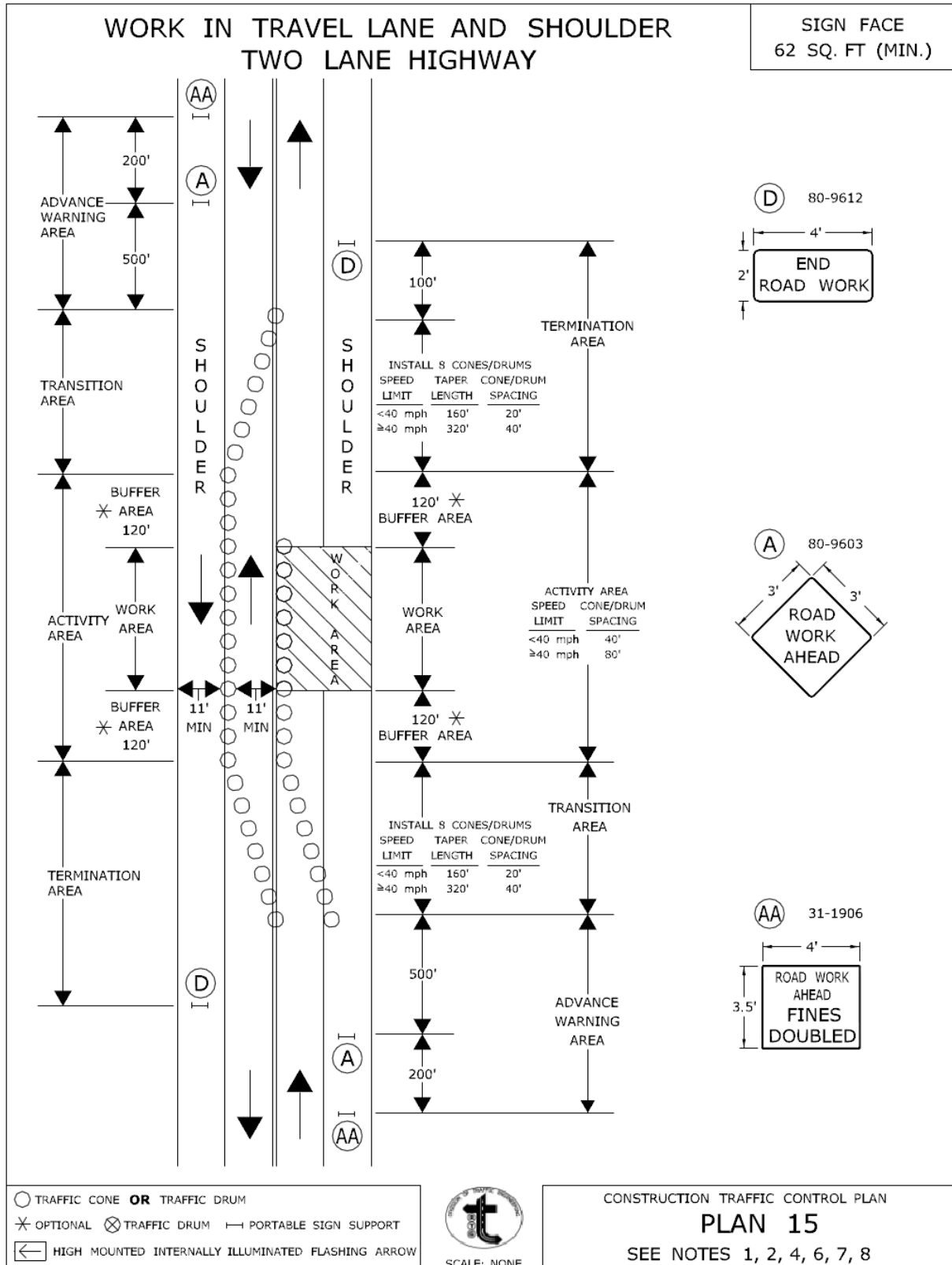
CONSTRUCTION TRAFFIC CONTROL PLAN

### PLAN 14

SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*  
PRINCIPAL ENGINEER  
Charles S. Harlow  
2012.08.05 15:56:09-04'00"



- 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* Charles S. Harlow  
2012.06.05 15:56:29-04'00"  
PRINCIPAL ENGINEER

**Article 9.71.05 – Basis of Payment is supplemented by the following:**

The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports shall be paid for under the item “Maintenance and Protection of Traffic”.

Temporary overhead sign supports and foundations shall be paid for under the appropriate item(s).

The cost of furnishing, installing, and removing the material for the 4H:1V traversable slope shall be paid for under the item “Maintenance and Protection of Traffic”.



## **ITEM #1206013A - REMOVAL OF EXISTING SIGNING**

Section 12.06 is supplemented as follows:

### **Article 12.06.01 – Description is supplemented with the following:**

Work under this item shall consist of removal of designated signs, sign posts, sign supports, foundations, flashing lights, concrete barricades, and traffic drums where indicated on the plans.

Work shall also include the salvage of Sheet Aluminum Signs (Stop Sign, Street Sign, (2) Road Closed Signs), Sign Posts, Flashing Light Assemblies, Traffic Drums, and (4) Concrete Barricades and delivery to the Town of Griswold Public Works Garage as indicated in the Notice to Contractor – Salvageable Materials.

### **Article 12.06.03 – Construction Methods is supplemented with the following:**

Foundations 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 (Stop Sign, Street Sign, (2) Road Closed Signs), Sign Posts, Flashing Light Assemblies, Traffic Drums, and (4) Concrete Barricades designated for removal shall be removed and returned to the Town of Griswold. These materials shall be transported to the Town of Griswold Public Works Garage located at 1148 Voluntown Road in Jewett City; see Notice to Contractor – Salvageable Materials for additional information.

### **Article 12.06.04 – Method of Measurement is supplemented with the following:**

Lump Sum price shall also include salvage and delivery of all sheet aluminum signs indicated herein, sign posts, flashing light assemblies, (4) concrete barricades, and traffic drums to the Town of Griswold Public Works Garage.

### **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 of Existing Signs” which price shall include removing designated sheet aluminum signs, flashing light assemblies, sign posts, sign supports, concrete barricades, and traffic drums, removing and disposing of foundations and other materials, and all equipment, material, tools and labor incidental thereto.

This price shall also include the salvage and delivery of sheet aluminum signs, sign posts, sign supports, flashing light assemblies, (4) concrete barricades, and traffic drums to the Town of Griswold Public Works Garage.

<u>Pay Item</u>	<u>Pay Unit</u>
Removal and Relocation of Existing Signs	L.S.

## **ITEM #1220027A – CONSTRUCTION SIGNS**

**Section 12.20** *is supplemented and amended as follows:*

### **Article 12.20.01 – Description:**

*Add the following:*

The Contractor shall also furnish, install, maintain, and remove Bipartisan Infrastructure Law project signs. The Bipartisan Infrastructure Law project signs shall be of the details, colors and materials as shown on the attached detail sheet.

The sign legend for this Project shall include the U.S. Department of Transportation pictograph on the lower right side of the sign with the legend: Federal Highway Administration.

### **Article 12.20.03 — Construction Methods:**

*Add the following:*

The Contractor shall install the Bipartisan Infrastructure Law (BIL) project signs prior to initiating construction.

The Contractor shall install BIL project sign TP1550 on each major roadway approach to the construction Site in advance of the Project limit(s).

The sign detail is included and is also available at [TP1550--BIL-ROADWAY.pdf](#).

The Contractor shall maintain the BIL project signs for the entire duration of the Project. The Contractor shall relocate the BIL project signs during construction as needed and shall remove the signs after construction work is completed.

### **Article 12.20.05 – Basis of Payment:**

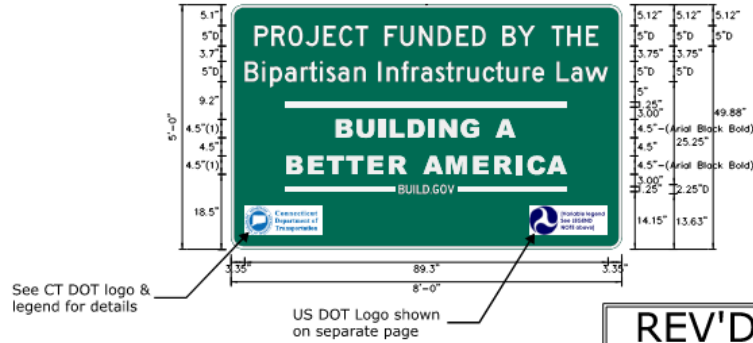
*Add the following:*

The price shall also include furnishing, installing, maintaining, relocating, and removing the Bipartisan Infrastructure Law project signs and sign posts and all hardware, materials, and labor incidental thereto.

**SIGN DETAIL**  
1:35

**LEGEND NOTE:** THE LEGEND NEXT TO THE US DOT LOGO SHALL BE ONE OF THE FOLLOWING BASED ON PROJECT FUNDING SOURCE:

0.67" Font: 0.66" Century Gothic (Bld) U.S. Department of Transportation Federal Highway Administration  
 0.67" Font: 0.66" Century Gothic (Bld) U.S. Department of Transportation FTA  
 0.67" Font: 0.66" Century Gothic (Bld) U.S. Department of Transportation FRA  
 0.67" Font: 0.66" Century Gothic (Bld) U.S. Department of Transportation NHTSA



See CT DOT logo & legend for details

US DOT Logo shown on separate page

**REV'D 01/23**

Dimensions are in Inches  
 Material : 0.125" Thick Sheet Aluminum  
 Ground Mounted

File name: TP1550

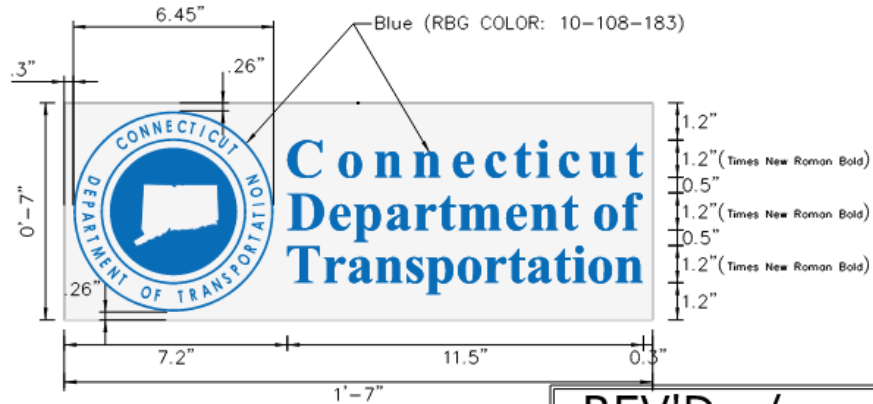
Printed: 01/19/23

SIGN NUMBER	TP1550
PANEL SIZE	8'-0" x 5'-0"
TOTAL AREA	40.0 Sq.Ft.
MUTCD	N/A
BDR INSET/WIDTH	0" / 0.75"
CORNER RADIUS	3"
BACKGROUND	TYPE: IX COLOR: Green
LEGEND/BORDER	TYPE: IX COLOR: White/White
* REFER TO CATALOG OF SIGNS FOR SHEETING TYPE WHEN COLOR IS BLACK TYPE IS "PLAIN".	

SYMBOL	ROT	X	Y	WID	HT
CT DOT LOGO	0	3.5	3.5	19	7
US DOT LOGO	0	73.5	3.5	19	7

LETTER POSITIONS (X)																LENGTH	SERIES/SIZE			
P	R	O	J	E	C	T	F	U	N	D	E	D	B	Y	T	H	E			D 2000
5,8	9,9	14,1	18,3	22,7	26,5	30,6	37,7	41,5	46,1	50,7	55,2	59,2	66,6	70,4	78,7	82,6	87,2			84,5 5
B	I	p	a	r	t	I	s	a	n											
3,4	7,6	9,6	13,2	17,1	19,2	21,8	23,4	26,2	30,2											
I	n	f	r	a	s	t	r	u	c	t	u	r	e	L	a	w				D 2000
36,1	38,2	41,8	44,3	46,6	50,2	52,8	55,4	57,9	61,8	65	67,6	71,6	74	79,9	83,5	87				89,3 5/3.8
B	U	I	L	D	I	N	G	A												Arial Black
25,8	30,8	36,4	39	43,4	48,5	51,2	56,4	65												44,1 4,5
B	E	T	T	E	R	A	M	E	R	I	C	A								Arial Black
13,5	18,9	23,5	28,3	33,6	38,8	47,2	52,9	59,5	64,6	70	72,8	77,6								69 4,5
B	U	I	L	D	.	G	O	V												D 2000
41,1	42,9	44,8	45,5	47,2	48,9	49,5	51,4	53,2												13,8 2,3

SIGN DETAIL  
1:5



SIGN NUMBER	CT DOT Logo & Legend
PANEL SIZE	1'-7" x 0'-7"
TOTAL AREA	0.9 Sq.Ft.
MOUNTED	N/A
BDR INSET/WIDTH	0"/0"
CORNER RADIUS	0"
BACKGROUND	TYPE: IX COLOR: White
LEGEND/BORDER	TYPE: IX COLOR: 10-108-183

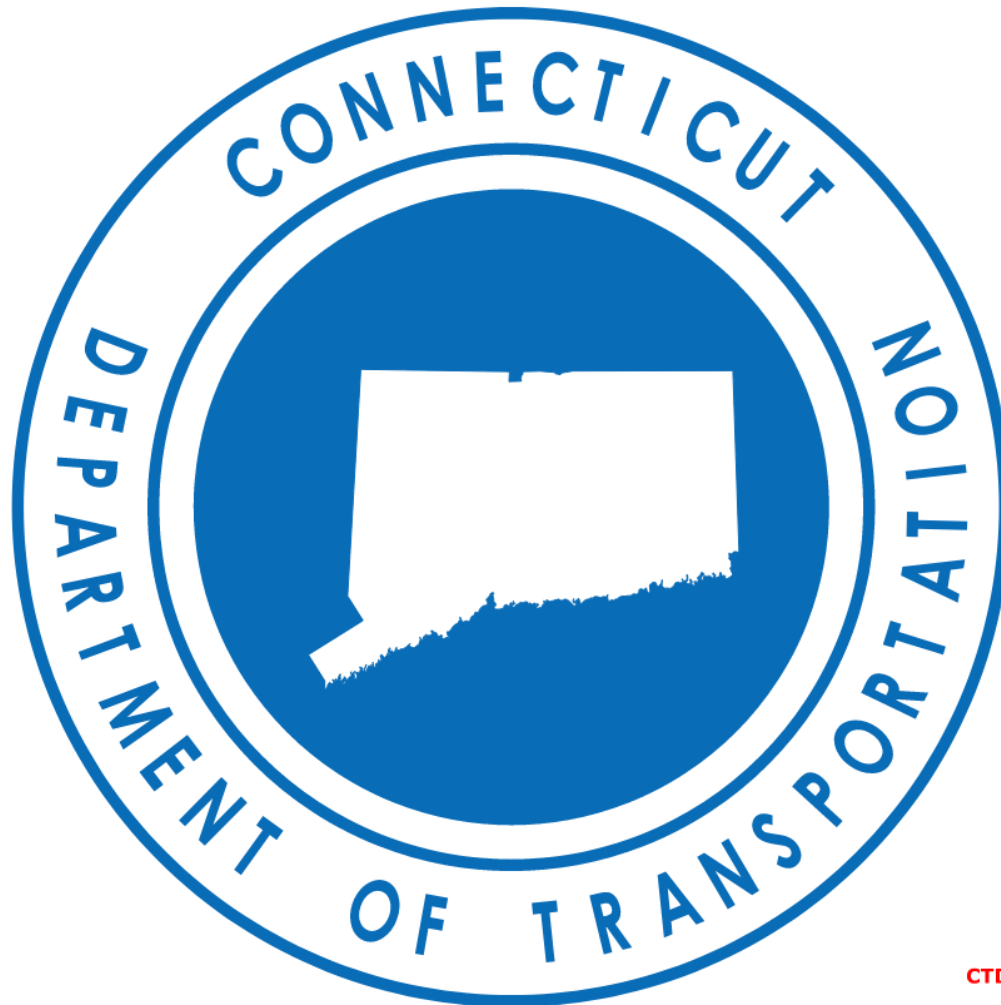
SYMBOL	ROT	X	Y	WID	HT

REV'D /  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See following page for CT DOT Logo

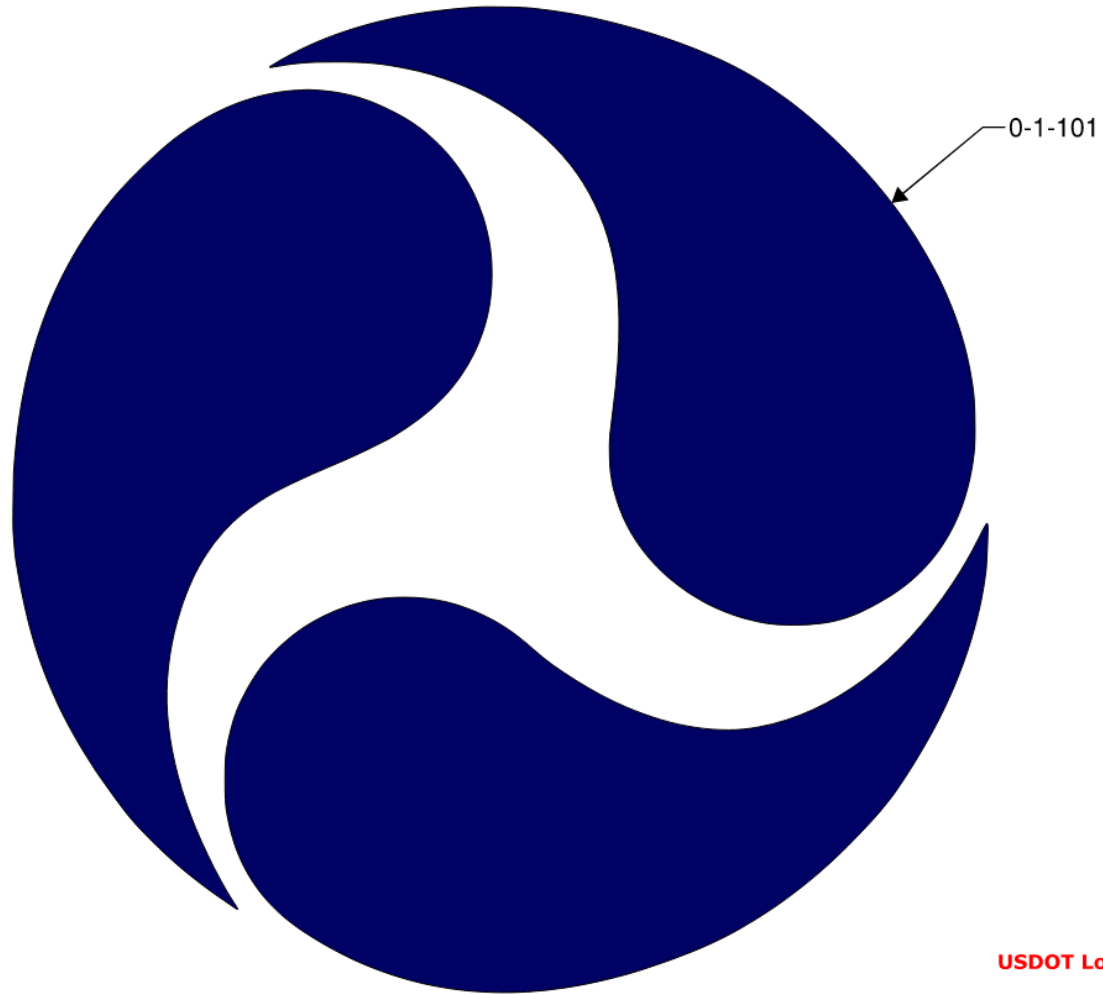
File name: CT DOT Logo Printed: 1/27/2023

LETTER POSITIONS (X)														LENGTH	SERIES/SIZE									
C	o	n	n	e	c	t	l	c	u	t												Times New Roman		
7.2	8.9	10	11.3	12.6	13.6	14.5	15.3	16	17	18.2												11.5	1.2/0.8	
D	e	p	a	r	t	m	e	n	t														Times New Roman	
7.2	8.6	9.4	10.4	11.3	12.1	12.7	14.3	15.1	16.1	16.6	17.1	18											11.5	1.2/0.8
T	r	a	n	s	p	o	r	t	a	t	l	o	n										Times New Roman	
7.2	8.4	9.2	10.1	11	11.7	12.7	13.6	14.3	15	15.8	16.4	16.9	17.8										11.5	1.2/0.8



**CTDOT Logo**

Link to .dgn file: [CTDOT\\_logo.dgn](#)



**USDOT Logo**

Link to .dgn file: [USDOT\\_logo.dgn](#)

**PERMITS AND/OR REQUIRED PROVISIONS:**

The following Permits and/or and Required Provisions follow this page are hereby made part of this Contract.

- **PERMITS AND/OR PERMIT APPLICATIONS**

CTDOT Flood Management General Certification

Approved on June 12, 2024

Griswold Inland Wetland

Approved on July 19, 2024

- **Construction Contracts - Required Contract Provisions (FHWA Funded Contracts)**

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

FLOOD MANAGEMENT GENERAL CERTIFICATION

Project No.: 0057-0121

Description: Removal of Bridge No. 04671  
Carroll Road over Pachaug River


Town: Griswold

Date: June 5, 2024

memorandum


to: Michael E. Hogan  
Trans. Principal Engineer  
Hydraulics and Drainage  
Bureau of Engineering and Construction

from: Derick P. Lessard  
Trans. Principal Engineer  
Bureau of Engineering and Construction

 Lessard, P.E.  
2024.06.05  
11:54:18-04'0

Please review this request for Flood Management General Certification (FMGC) and indicate your concurrence below.

<p><b>Certification</b> (to be completed by designer and/or requesting office)</p> <p><i>I have read the Flood Management General Certification and the descriptions for the approved DOT minor activities. This project qualifies for the Flood Management General Certification under the following Category(ies):</i></p>	
<p><input type="checkbox"/> 1. Minor Safety Improvements, Streetscape, and Transportation Facility &amp; Enhancement Projects</p> <p><input type="checkbox"/> 2. Roadway Repair, Repaving, Maintenance and Underground Utilities</p> <p><input type="checkbox"/> 3. Minor Stormwater Drainage Improvements</p> <p><input type="checkbox"/> 4. Removal of Sediment or Debris from a Floodplain</p> <p><input type="checkbox"/> 5. Wetland Restoration, Creation, or Enhancement</p> <p><input type="checkbox"/> 6. Scour Repairs at Structures; <i>(Must acquire DEEP Fisheries Concurrence to be eligible)</i></p>	<p><input type="checkbox"/> 7. Guide Rail Installation</p> <p><input checked="" type="checkbox"/> 8. Bridge Deck and Superstructure Replacements</p> <p><input type="checkbox"/> 9. Minor Culvert and Bridge Repairs</p> <p><input type="checkbox"/> 10. Fisheries Enhancements</p> <p><input type="checkbox"/> 11. Surveying and Testing</p> <p><input type="checkbox"/> 12. Bicycle / Pedestrian, Multi Use Trails and Enhancement Projects</p> <p><input type="checkbox"/> 13. Transfer of State Real Property</p> <p><input type="checkbox"/> 14. Waste Stockpile Areas within the 500-Yr Floodplain</p>
<p><i>The following required documentation is attached in support of this certification for Categories 1-12, 14:</i></p> <ul style="list-style-type: none"> <li>Project description</li> <li>Location plan</li> <li>Description of Floodplain involvement and how project qualifies for general certification</li> <li>8-1/2" by 11" excerpt copy of the FEMA Flood Insurance Rate Map (FIRM) and Floodway Boundary Map (if applicable)</li> <li>Design plans, (dated 1-28-24 ) with FEMA floodplain and floodway boundaries plotted, cross sections and profiles, as necessary, that clearly depict the floodplain involvement</li> <li>For WSAs, design plans with the FEMA 500-year floodplain boundary also plotted</li> <li>FEMA 100-year flood elevation plotted on elevation view (for structures)</li> </ul> <p><i>The following required documentation is attached in support of this certification for Category 13:</i></p> <ul style="list-style-type: none"> <li>8-1/2" by 11" excerpt copy of the FEMA Flood Insurance Rate Map (FIRM)</li> <li>A draft copy of the release map and/or property title with language, if available, restricting development within the floodplain.</li> <li>Name/Signature (below) not required for requests from the Property Management Section, Division of Rights of Way.</li> </ul>	
Print Name: Gregory Gerrish, P.E.	Title: Water Resources Engineer / Environmental Permitting
Signature Gregory D. Gerrish, P.E. <small>Digitally signed by Gregory D. Gerrish, P.E. Date: 2024.04.19 14:12:29-04'00'</small>	Date

<p><b>Concurrence</b> (to be completed by Hydraulics and Drainage)</p> <p><input checked="" type="checkbox"/> <i>Categories 1-12, 14</i> - Based on the documentation submitted, I hereby concur that the project qualifies for the FMGC.</p> <p><input type="checkbox"/> <i>Category 13</i> - Based on the documentation submitted, I hereby concur that the Transfer of State Real Property qualifies for the FMGC subject to satisfying the requirements listed in Attachment A.</p> <p><i>If there are any changes to the proposed activities within the floodplain or floodway, the project must be re-submitted for review and approval.</i></p>	
Signature  <small>Digitally signed by Michael E. Hogan, P.E. Date: 2024.06.12 10:17:17-04'00'</small>	Date

cc: Bartholomew P. Sweeney - Michael E. Hogan - Dominic Antonio  
Kevin F. Carifa - Amanda M. Saul  
Marc P. Byrnes  
Jeff Caiola (DEEP) w/o attachments



**GRISWOLD INLAND WETLANDS & WATERCOURSES  
CONSERVATION COMMISSION**

**INLAND WETLANDS PERMIT APPLICATION**



Pease complete the Inland Wetlands Application and the State  
Inland Wetlands Reporting Form following the application.

Application submission deadline is the first Wednesday of any month to  
ensure placement on the agenda

**TOWN OF GRISWOLD**  
**INLAND WETLANDS, WATERCOURSES & CONSERVATION COMMISSION**      **APPLICATION NO.**

**APPLICATION FOR PERMIT**      **CC** \_\_\_\_\_

<b>1) PROPOSED ACTIVITY</b> <u>Type of Activity:</u> Residential Commercial/Industrial  <u>Within:</u> — Wetland/Watercourse  Regulated Area  <u>Approvals Requested:</u> Activity Administrative Approval Request Wetlands Delineation Wetlands Jurisdictional Review Extension of Permit No. CC Expiration Date Other	<b>2) ASSESSOR'S DESCRIPTION</b> Map Block Lot Volume Page  <b>4) OTHER APPLICATIONS</b> Building Permit P & Z Commission Zoning Board of Appeals DEEP Army Corps of Engineers* New England Division 242 Trapela Road Waltham, MA 02254-9149	<b>3) FEE COMPUTATION:</b> <b>BASIC FEE</b> \$100.00 1-Family & 2-Family Residences OR Administrative Approval Request Commercial Multi-family Residence     \$50 per dwelling unit Commercial Activity Fee   \$300  <b>IF APPLICABLE, ADD:</b> <b>ADD STATE FEE</b> \$175 Public Hearing \$ 75 Wetlands Jurisdictional Review \$175 Petition of Amendment \$175 Regulation Amendment Subdivision \$50 / Lot                      Lots \$50 for all subdivision lots containing wetlands or watercourses and/or in which the activity occurs in a wetland or regulated area. <b>TOTAL</b>
--	---	--

<p style="color: red; text-align: center;"><b>REVIEW OF SECTION 7 APPLICATION REQUIREMENTS OF IWWCC REGULATIONS                  A SITE PLAN DRAWN TO SCALE SHALL SHOW THE REQUIRED INFORMATION:</b></p> <ol style="list-style-type: none"> <li>1. Show all property boundary lines.</li> <li>2. Locations of well and septic system.</li> <li>3. Names of adjacent property owners.</li> <li>4. Names of frontage and side streets.</li> <li>5. If the activity is within 75 feet of a property line, show distances to that property's well and septic system.</li> <li>6. Location of proposed activity and delineation of affected wetland or watercourse.</li> </ol> <p style="color: red; text-align: center;"><b>THE APPLICATION IS REJECTED IF THIS INFORMATION IS NOT ON THE SITE PLAN.</b></p>	<p style="text-align: center;"><b>Received by:</b> _____      <b>Date:</b> _____</p> <p style="color: red; text-align: center;"><b>A CT DEPT. ENERGY &amp; ENVIRONMENTAL PROTECTION                  REVIEW IS REQUIRED FOR ALL WORK PROPOSED BELOW ELEVATION                  159.52 FEET (HIGH WATER LEVEL AT THE SHORELINE ON PACHAUG                  POND. CALL 860-424-3388 FOR PERMIT INFORMATION.</b></p> <p style="color: red; text-align: center;"><b>10 DAYS PRIOR TO THE FIRST MEETING, SUBMIT ONE                  ORIGINAL, SIGNED COPY OF THIS APPLICATION WITH THREE                  ORIGINAL, SIGNED AND SEALED SITE PLANS AND 10 18" X 12" TO                  SCALE COPIES OF THE PLAN FOR IWWCC COMMISSION REVIEW. ANY                  CHANGES TO THE SITE PLAN REQUIRES A STAFF REVIEW AT LEAST 5                  DAYS PRIOR TO THE SECOND INLAND WETLANDS MEETING.</b></p>
--	---

5) APPLICANT(S) NAME(S): \_\_\_\_\_

6) APPLICANT(S) MAILING ADDRESS: \_\_\_\_\_

7) APPLICANT(S) TELEPHONE NO(S):

	Home	Cell	Work	Hours
--	------	------	------	-------

8) PROPERTY OWNER(S): \_\_\_\_\_

**A letter signed by the property owner is required authorizing an applicant or a representative to act on behalf of the property owner.**

9) REPRESENTATIVE:

Attorney/Surveyor/Contractor Name(s)	Mailing Address	Telephone Number
--------------------------------------	-----------------	------------------

10) PROPERTY ADDRESS: \_\_\_\_\_      **LOCATED IN A** \_\_\_\_\_ **ZONE** \_\_\_\_\_

11) NARRATIVE DESCRIPTION OF PROPOSED ACTIVITY REQUESTED UNDER THIS PERMIT APPLICATION. **DO NOT STATE "SEE ATTACHED PLANS"**.  
 Plan and narrative shall include the dimensions of type(s) of structure(s) to be built, materials to be used, quantities and descriptions of materials to be removed or deposited in terms of volume and composition, areas of grading, description of vegetative cover and/or plantings, and the type of soil and the type of soil erosion and sedimentation control measures to be used. Wall construction at the ponds shall include, dimensions, base elevation of pond, elevation of high water mark, a diagram of wall construction detail and materials to be used.

12) EST. START OF WORK DATE: \_\_\_\_\_      13) EST. DATE OF COMPLETION: \_\_\_\_\_

**14) FINAL CHECK LIST OF SECTION 7. REVIEW OF THE REQUIRED INFORMATION ON A SITE PLAN DRAWN TO SCALE**

**SECTION 7 OF WETLAND REGULATIONS WAS REVIEWED**

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>1. All property boundary lines</li><li>2. Locations of well and septic system</li><li>3. Names of adjacent property owners</li><li>4. Names of frontage and side streets</li></ul> | <ul style="list-style-type: none"><li>5. If the activity is within 75 feet of a property line, show distances to that property's well and septic system.</li><li>6. Location of proposed activity and delineation of an affected wetland or watercourse</li></ul> |
|--|---|

**ACTIVITY AT THE SHORELINE OF A WATERCOURSE FOR FLOATING DOCKS, WALLS, OR DECKS SHALL INCLUDE THE FOLLOWING INFORMATION:**

- 1. Base and high water elevation of pond
- 2. Elevation of wall location
- 3. Wall construction detail

**15) ADDITIONAL INFORMATION:**

**16) ATTACH 5 FULL SIZED COPIES AND 10 (18' X 12" TO SCALE) COPIES OF AN ALTERNATE PLAN SET CONSIDERED BY THE APPLICANT. EXPLAIN WHY THE PROPOSAL TO ALTER WETLANDS, OR REGULATED AREAS WAS CHOSEN AS SET FORTH IN THE APPLICATION (REQUIRED)**

**17) ANY ACTIVITY WITHIN A WETLAND, WATERCOURSE, OR REGULATED AREA WITHOUT A PERMIT SHALL BE SUBJECT TO A \$1,000 PER DAY PENALTY UNTIL A PERMIT IS OBTAINED FOR THAT ACTIVITY PURSUANT TO CGS SECTION 22a-44c. THE APPLICANT SHALL BE RESPONSIBLE FOR ANY THIRD-PARTY REVIEWS AS WELL AS FOR ANY TOWN ATTORNEY FEES INCURRED PURSUANT TO TOWN OF GRISWOLD ORDINANCE SECTION 144 WHICH IS IN THE IWWCC REGULATIONS - APPENDIX D LAND USE REVIEW FEE SCHEDULE**

**18) I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, I HEREBY AUTHORIZE THE MEMBERS OF THE IWWCC AND ITS AGENTS TO INSPECT THE PROPERTY AT REASONABLE TIMES, BOTH BEFORE A FINAL DECISION HAS BEEN ISSUED; AND IF THE PERMIT IS APPROVED, BEFORE START OF WORK, DURING WORK, AND AFTER WORK HAS BEEN COMPLETED.**

APPLICANT SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PROPERTY OWNER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_



## STATEWIDE INLAND WETLANDS & WATERCOURSES ACTIVITY REPORTING FORM

Pursuant to section 22a-39(m) of the General Statutes of Connecticut and section 22a-39-14 of the Regulations of Connecticut State Agencies, inland wetlands agencies must complete the Statewide Inland Wetlands & Watercourses Activity Reporting Form for each action taken by such agency.

This form may be made part of a municipality's inland wetlands application package. If the municipality chooses to do this, it is recommended that a copy of the Town and Quadrangle Index of Connecticut and a copy of the municipality's subregional drainage basin map be included in the package as well.

Please remember, the inland wetlands agency is responsible for ensuring that the information provided is accurate and that it reflects the final action of the agency. Incomplete or incomprehensible forms will be mailed back to the agency. Instructions for completing the form are located on the following pages.

The inland wetlands agency shall mail completed forms for actions taken during a calendar month no later than the 15<sup>th</sup> day of the following month to the Department of Energy and Environmental Protection (DEEP). Do not mail this cover page or the instruction pages. **Please mail only the completed yellow reporting form to:**

Wetlands Management Section  
Inland Water Resources Division  
Department of Energy & Environmental Protection  
79 Elm Street, 3<sup>rd</sup> Floor  
Hartford, CT 06106

Questions may be directed to the DEEP's Wetlands Management Section at (860) 424-3019.

# **INSTRUCTIONS FOR COMPLETING THE STATEWIDE INLAND WETLANDS & WATERCOURSES ACTIVITY REPORTING FORM**

Use a separate form to report each action taken by the Agency. Complete the form as described below.

## **PART I: To Be Completed By the Inland Wetlands Agency Only**

1. Choose the year and month the Inland Wetlands Agency took the action being reported. If multiple actions were taken regarding the same project or activity then multiple forms need to be completed.
2. Choose ONE code letter to describe the final action or decision taken by the Inland Wetlands Agency. *Do not submit a reporting form for withdrawn applications.* Do not enter multiple code letters (for example: if an enforcement notice was given and subsequent permit issued - two forms for the two separate actions are to be completed).
  - A** = A Permit Granted by the Inland Wetlands Agency (*not including map amendments, see code D below*)
  - B** = Any Permit Denied by the Inland Wetlands Agency
  - C** = A Permit Renewed or Amended by the Inland Wetlands Agency
  - D** = A Map Amendment to the Official Town Wetlands Map - or -  
An Approved/Permitted Wetland or Watercourse Boundary Amendment to a Project Site Map
  - E** = An Enforcement Notice of Violation, Order, Court Injunction, or Court Fines
  - F** = A Jurisdictional Ruling by the Inland Wetlands Agency (i.e.: activities "permitted as of right" or activities considered non-regulated)
  - G** = An Agent Approval pursuant to CGS 22a-42a(c)(2)
  - H** = An Appeal of Agent Approval Pursuant to 22a-42a(c)(2)
3. Check "Yes" if a public hearing was held in regards to the action taken; otherwise check "No".
4. Enter the name of the Inland Wetlands Agency official verifying that the information provided on this form is accurate and that it reflects the FINAL action of the agency.

**PART II: To Be Completed by the Inland Wetlands Agency or the Applicant** - If Part II is completed by the applicant, the applicant must return the form to the Inland Wetlands Agency. The Inland Wetlands Agency must ensure that the information provided is accurate and that it reflects the FINAL action of the Agency.

5. Enter the name of the municipality for which the Inland Wetlands Agency has jurisdiction and in which the action/project/activity is occurring.

Check "Yes" if the action/project/activity crosses municipal boundaries and enter the name(s) of the other municipality(ies) where indicated. Check "No" if it does not cross municipal boundaries.
6. Enter the USGS Quad Map name or number (1 through 115) as found on the Connecticut Town and Quadrangle Index Map (the directory to all USGS Quad Maps) that contains the location of the action/project/activity. Click on the following website for USGS Quad Map information:  
[http://ct.gov/deep/lib/deep/gis/resources/Index\\_NamedQuadTown.pdf](http://ct.gov/deep/lib/deep/gis/resources/Index_NamedQuadTown.pdf)

ALSO enter the four-digit identification number of the corresponding Subregional Drainage Basin in which the action/project/activity is located. If the action/project/activity is located in more than one subregional drainage basin, enter the number of the basin in which the majority of the action/project/activity is located. Town subregional drainage basin maps can be found at UConn – CLEAR’s website: [http://clear.uconn.edu/data/map\\_set/index.htm](http://clear.uconn.edu/data/map_set/index.htm)
7. Enter the name of the individual applying for, petitioning, or receiving the action.
8. Enter the name and address or location of the action/project/activity. Check if the action/project/activity is TEMPORARY or PERMANENT in nature. Also provide a brief description of the action/project/activity.

9. **CAREFULLY REVIEW** the list below and enter ONE code letter which best characterizes the action/project/activity. All state agency projects must code "N".

- |  |   |
|--|---|
| <b>A</b> = Residential Improvement by Homeowner                  | <b>I</b> = Storm Water / Flood Control  |
| <b>B</b> = New Residential Development for Single Family Units   | <b>J</b> = Erosion / Sedimentation Control  |
| <b>C</b> = New Residential Development for Multi-Family / Condos | <b>K</b> = Recreation / Boating / Navigation  |
| <b>D</b> = Commercial / Industrial Uses                          | <b>L</b> = Routine Maintenance  |
| <b>E</b> = Municipal Project                                     | <b>M</b> = Map Amendment  |
| <b>F</b> = Utility Company Project                               | <b>N</b> = State Agency Project   |
| <b>G</b> = Agriculture, Forestry or Conservation                 | <b>P</b> = Other (this code includes the approval of<br>concept plans with no-on-the-ground work) |
| <b>H</b> = Wetland Restoration, Enhancement, Creation            |   |

10. Enter between one and four code numbers to best characterize the project or activity being reported. Enter "NA" if this form is being completed for the action of map amendment. You must provide code 12 if the activity is located in an established upland review area (buffer, setback). You must provide code 14 if the activity is located BEYOND the established upland review area (buffer, setback) or NO established upland review area (buffer, setback) exists.

- |  |   |
|--|---|
| <b>1</b> = Filling   | <b>8</b> = Underground Utilities (no other activities)    |
| <b>2</b> = Excavation  | <b>9</b> = Roadway / Driveway Construction                |
| <b>3</b> = Land Clearing / Grubbing (no other activity)            | <b>10</b> = Drainage Improvements                         |
| <b>4</b> = Stream Channelization                                   | <b>11</b> = Pond, Lake Dredging / Dam Construction        |
| <b>5</b> = Stream Stabilization (includes lakeshore stabilization) | <b>12</b> = Activity in an Established Upland Review Area |
| <b>6</b> = Stream Clearance (removal of debris only)               | <b>14</b> = Activity in Upland                            |
| <b>7</b> = Culverting (not for roadways)                           |   |

**Examples:** Jurisdictional ruling allowing construction of a parking lot in an upland where the municipality *does not* have an established upland review area must use code 14, other possible codes are 2 and 10. Permitted construction of a free standing garage (residential improvement by homeowner) partially in an established upland review area with the remainder in the upland must use code 12 and 14, other possible codes are 1 and 2. Permitted dredging of a pond must use code 11, other possible codes are 12 and 5.

11. Leave blank for TEMPORARY alterations but please indicate action/project/activity is temporary under question #8 on the form. For PERMANENT alterations, enter in acres the area of wetland soils or watercourses altered. Include areas that are permanently altered, or are proposed to be, for all agency permits, denials, amendments, and enforcement actions. For those activities that involve filling or dredging of lakes, ponds or similar open water bodies enter the acres filled or dredged under "open water body". For those activities that involve directly altering a linear reach of a brook, river, lakeshore or similar linear watercourse, enter the total linear feet altered under "stream". Remember that these figures represent only the acreage altered not the total acreage of wetlands or watercourses on the site. You MUST provide all information in ACRES (or linear feet as indicated) including those areas less than one acre. To convert from square feet to acres, divide square feet by the number 43,560. Enter zero if there is no alteration.







12. Enter in acres the area of upland altered as a result of an ACTIVITY REGULATED BY the inland wetlands agency, or as a result of an AGENT APPROVAL pursuant to 22a-42a(c)(2). Leave blank for TEMPORARY alterations but please indicate action/project/activity is temporary under question #8 on the form. Include areas that are permanently altered, or proposed to be permanently altered, for all agency permits, denials, amendments, and enforcement actions. Inland wetlands agencies may have established an upland review area (also known as a buffer or setback) in which activities are regulated. Agencies may also regulate activities beyond these established areas. You MUST provide all information in ACRES including those areas less than one acre. To convert from square feet to acres, divide square feet by the number 43,560. Enter zero if there is no alteration. Remember that these figures represent only the upland acreage altered as a result of an activity regulated by the inland wetlands agency, or as a result of an agent approval.

13. Enter the acres that are, or are proposed to be, restored, enhanced or created for all agency permits, denials, amendments, and enforcement actions. NOTE restored or enhanced applies to previously existing wetlands or watercourses. Created applies to a non-wetland or non-watercourse area which is converted into wetlands or watercourses (question #10 must provide 12 and/or 14 as an answer, and question #12 must also be answered). You MUST provide all information in ACRES including those areas less than one acre. To convert from square feet to acres, divide square feet by the number 43,560. Enter zero if there is no restoration, enhancement or creation.

**PART III: To Be Completed By The DEEP** - Please leave this area blank. Incomplete or incomprehensible forms will be mailed back to the inland wetlands agency.

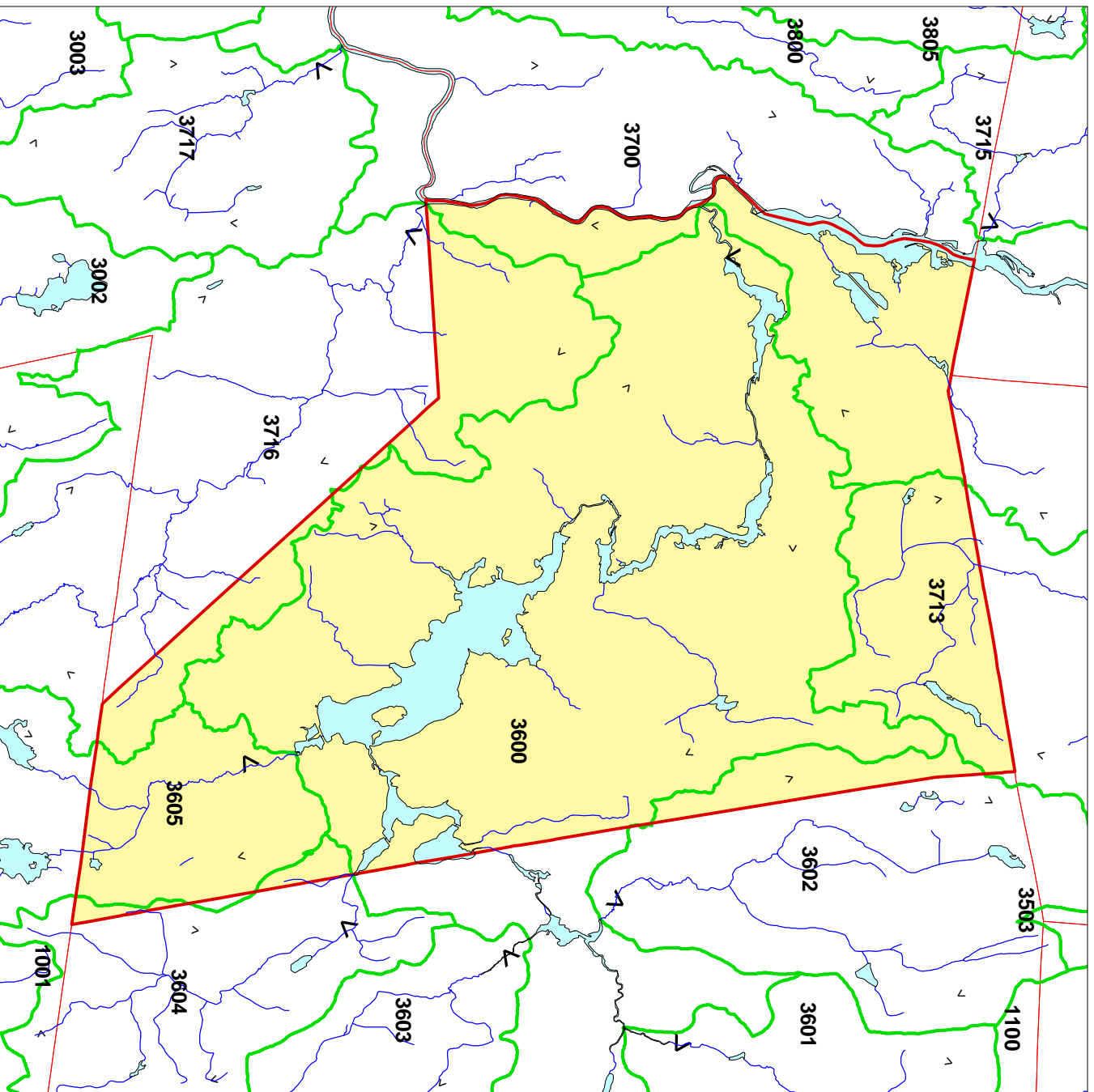
# GRISWOLD CONNECTICUT SUBREGIONAL BASINS AND SURFACE WATER FLOW DIRECTIONS

## Explanation

-  Town Boundary
-  Subregional Watershed Boundary
- 4201** Subrg. Basin ID# - as designated by CTDEP
-  Watercourse  Open Water
-  Basin Outlet
-  Surface Water Flow Direction

The table provides statistics for each subregional basin. Shown are the areas of the basin within the town, the percentage for that area, and the percent of the town covered by each basin.

Sbas_id	AcresInTm	PercofBd	PercofTwn
3600	13775.65	66.9	58.2
3602	606.23	11.1	2.6
3604	196.13	5.0	0.8
3605	1902.96	50.2	8.0
3700	2879.82	2.3	12.2
3713	1975.36	27.5	8.3
3716	2335.28	22.3	9.9

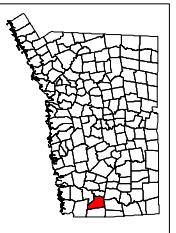


Town Area: 23671 Acres



Digital layers provided by the CTDEP.  
Map composed by the NEMO project.  
For educational purposes only.

The University of Connecticut, CES: November 01, 1999



## Statewide Inland Wetlands & Watercourses Activity Reporting Form

*Please complete and mail this form in accordance with the instructions on pages 2 and 3 to:  
Wetlands Management Section, Inland Water Resources Division, CT DEEP, 79 Elm Street – 3<sup>rd</sup> Floor, Hartford, CT 06106*

### PART I: To Be Completed By the Municipal Inland Wetlands Agency Only

1. DATE ACTION WAS TAKEN: Year: \_\_\_\_\_ Month: \_\_\_\_\_
2. ACTION TAKEN: \_\_\_\_\_
3. WAS A PUBLIC HEARING HELD (check one)? Yes  No
4. NAME OF AGENCY OFFICIAL VERIFYING AND COMPLETING THIS FORM:  
(type name) \_\_\_\_\_ (signature) \_\_\_\_\_

### PART II: To Be Completed By the Municipal Inland Wetlands Agency or the Applicant

5. TOWN IN WHICH THE ACTION IS OCCURRING (type name): \_\_\_\_\_  
Does this project cross municipal boundaries (check one)? Yes No  
If Yes, list the other town(s) in which the action is occurring (type name(s)): \_\_\_\_\_
6. **LOCATION**(click on hyperlinks for information): [USGS Quad Map Name](#): \_\_\_\_\_ and [Quad Number](#): \_\_\_\_\_  
[Subregional Drainage Basin Number](#): \_\_\_\_\_
7. NAME OF APPLICANT, VIOLATOR OR PETITIONER (type name): \_\_\_\_\_
8. NAME & ADDRESS/LOCATION OF PROJECT SITE (type information): \_\_\_\_\_  
Briefly describe the action/project/activity (check and type information: Temporary Permanent Description \_\_\_\_\_
9. ACTIVITY *PURPOSE* CODE: \_\_\_\_\_
10. ACTIVITY *TYPE* CODE(S): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
11. WETLAND / WATERCOURSE AREA ALTERED (type in acres or linear feet as indicated):  
Wetlands: \_\_\_\_\_ acres Open Water Body: \_\_\_\_\_ acres Stream: \_\_\_\_\_ linear feet
12. UPLAND AREA ALTERED (type in acres as indicated): \_\_\_\_\_ acres
13. AREA OF WETLANDS / WATERCOURSES RESTORED, ENHANCED OR CREATED (type in acres as indicated): \_\_\_\_\_ acres

DATE RECEIVED:

### PART III: To Be Completed By the DEEP

DATE RETURNED TO DEEP:

FORM COMPLETED: YES NO

FORM CORRECTED / COMPLETED: YES NO

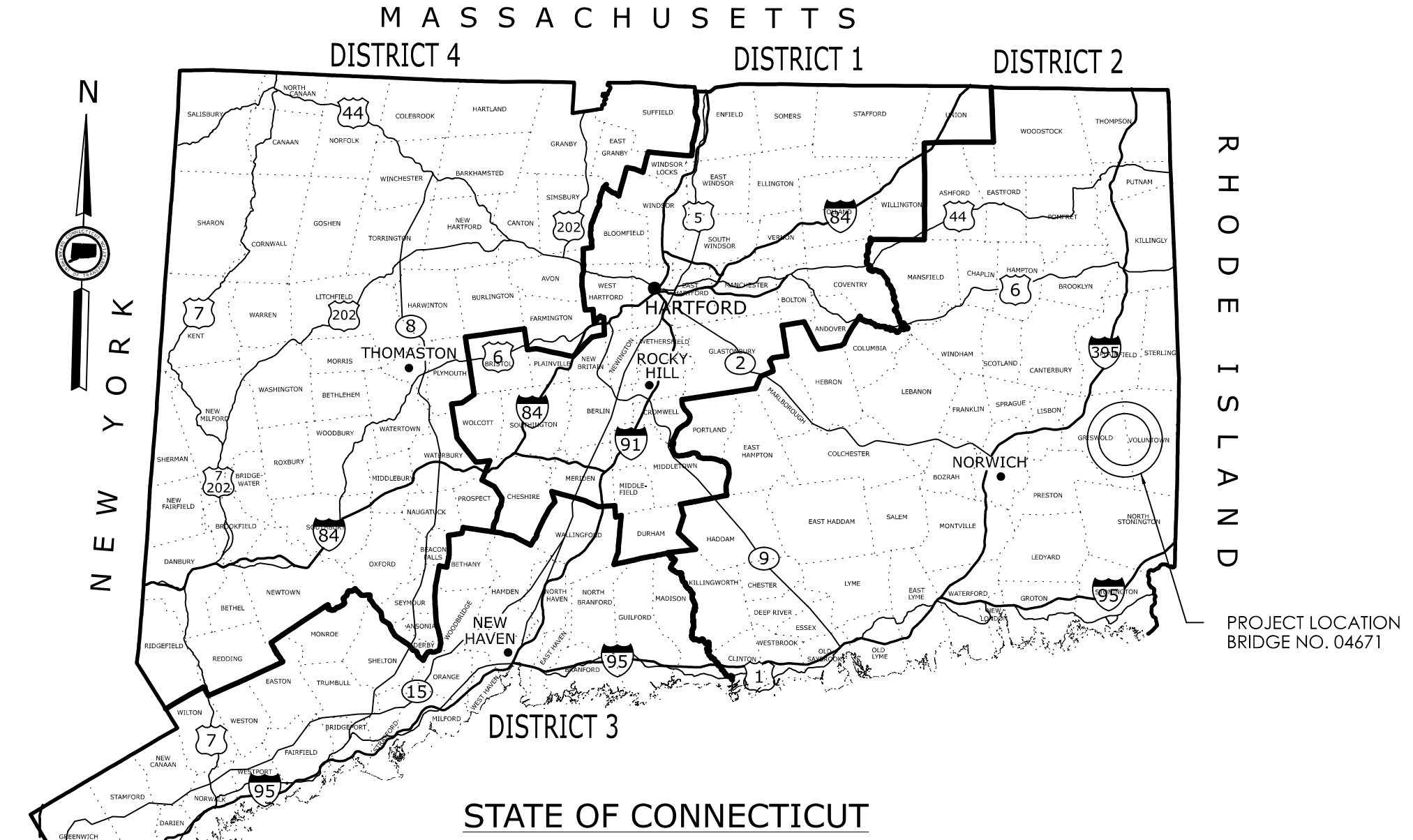


# TOWN OF GRISWOLD

Environmental Permit Plans For


## REMOVAL OF BRIDGE NO. 04671 CARROLL ROAD OVER PACHAUG RIVER

### TOWN OF GRISWOLD



PROJECT LOCATION  
BRIDGE NO. 04671

LIST OF DRAWINGS	
DRAWING NO.	DRAWING TITLE
PMT-01	TITLE SHEET
PMT-02	GENERAL SITE PLAN
PMT-03	WETLAND/WATERCOURSE IMPACT PLAN
PMT-04	100-YEAR FLOOD IMPACT PLAN
PMT-05	ELEVATION PLAN
PMT-06	STAGING PLAN

DESIGNED BY:  
 SILVA ENGINEERING, LLC  
 2 NORTH EAGLEVILLE RD  
 STORRS-MANSFIELD, CT 06268  
  
 James L. Silva  
 2024.04.08  
 12:50:58-04'00"

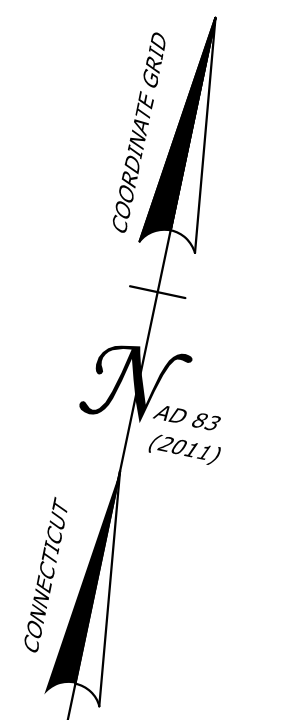


LOCATION PLAN  
NOT TO SCALE

**GENERAL NOTES:**

- FEDERAL AID PROJECT NO. TBD
- THESE PLANS ARE NOT INTENDED FOR CONSTRUCTION AND ARE INTENDED ONLY FOR ENVIRONMENTAL PERMITTING PURPOSES. THESE PLANS HOLD AUTHORITY FOR ALL ACTIVITIES CONCERNING THE REGULATED AREA. FOR DETAILED PLANIMETRIC INFORMATION AND PAYMENT REFER TO THE APPLICABLE CONTRACT DOCUMENTS.
- FOR A DESCRIPTION OF THE WATERCOURSES, WETLANDS, AND WETLAND SOILS SEE RELEVANT SECTIONS OF THE PERMIT APPLICATION.
- 400 FOOT GRID BASED ON CONNECTICUT COORDINATE N.A.D. 1983 VERTICAL DATUM BASED ON NAVD 1988.
- ALL CONSTRUCTION ACTIVITIES WILL BE CONDUCTED IN ACCORDANCE WITH THE DEPARTMENTS STANDARD SPECIFICATIONS FOR ROADS, BRIDGES, AND INCIDENTAL CONSTRUCTION, FORM 818, SECTION 1.10 AND WILL ALSO FOLLOW REQUIRED BEST MANAGEMENT PRACTICES (BMPS) AND SEDIMENT AND EROSION CONTROL MEASURES IN ACCORDANCE WITH THE 2002 EROSION & SEDEMENTATION CONTROL GUIDELINES AND THE 2004 STORMWATER QUALITY MANUAL.

REV.	DATE	REVISION DESCRIPTION



**BEGIN PROJECT NO. 0057-0121**  
**F.A.P. NO. TBD**  
**CL STA. 10+16.06**  
**N 769606.06**  
**E 1239072.81**  
 CUT BITUMINOUS CONCRETE PAVEMENT  
 BEGIN FULL DEPTH PAVEMENT RECONSTRUCTION  
 MEET EXISTING BITUMINOUS  
 SAWING AND SEALING JOINTS

**END PROJECT NO. 0057-0121**  
**F.A.P. NO. TBD**  
**CL STA. 13+78.60**  
**N 769681.19**  
**E 1239427.48**  
 CUT BITUMINOUS CONCRETE PAVEMENT  
 END FULL DEPTH PAVEMENT RECONSTRUCTION  
 MEET EXISTING BITUMINOUS  
 SAWING AND SEALING JOINTS

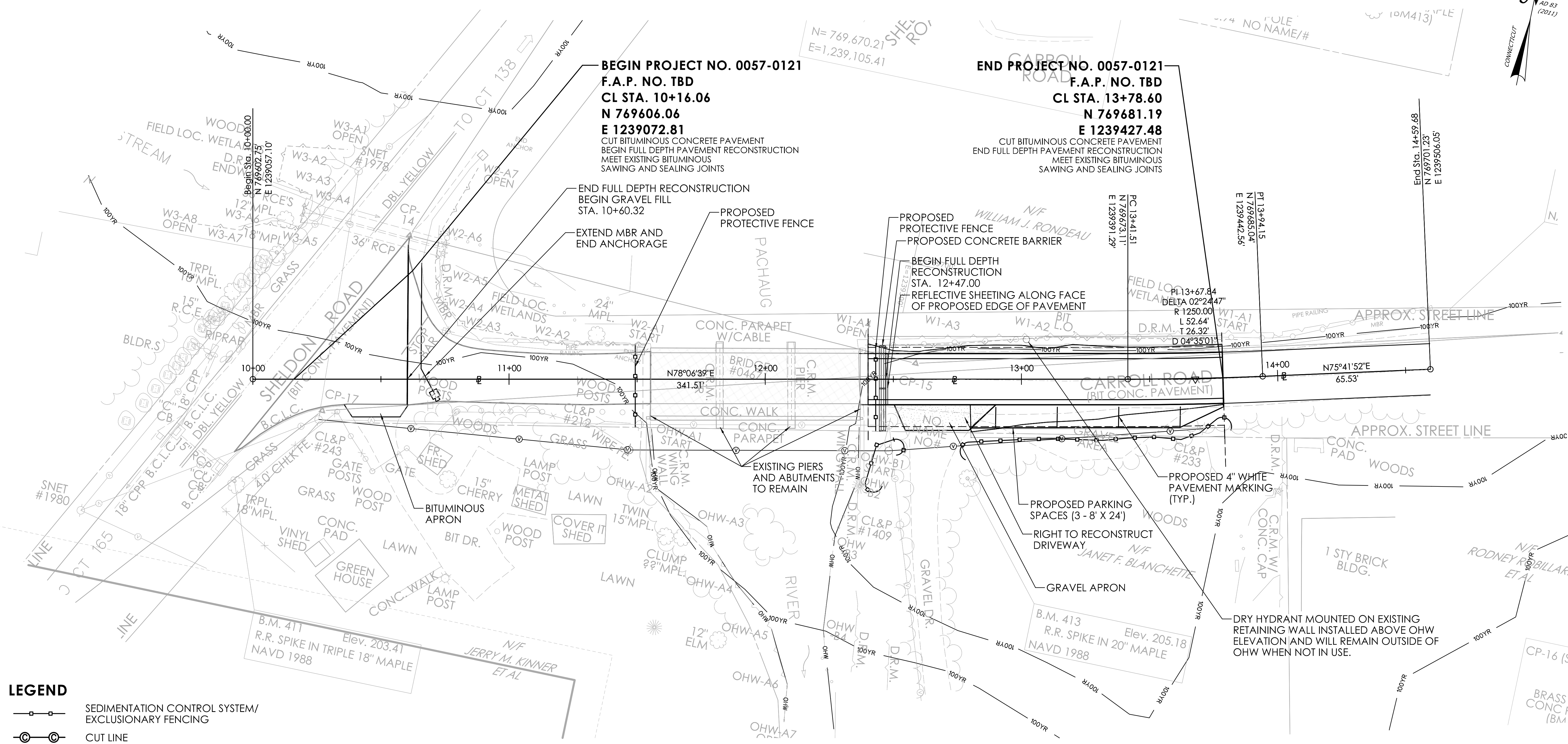
END FULL DEPTH RECONSTRUCTION  
 BEGIN GRAVEL FILL  
 STA. 10+60.32

EXTEND MBR AND  
 END ANCHORAGE

PROPOSED  
 PROTECTIVE FENCE

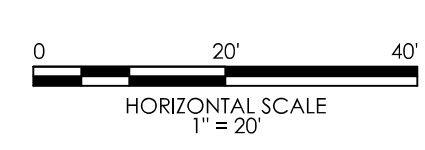
PROPOSED PROTECTIVE FENCE  
 PROPOSED CONCRETE BARRIER

BEGIN FULL DEPTH  
 RECONSTRUCTION  
 STA. 12+47.00  
 REFLECTIVE SHEETING ALONG FACE  
 OF PROPOSED EDGE OF PAVEMENT



- LEGEND**
- SEDIMENTATION CONTROL SYSTEM/  
EXCLUSIONARY FENCING
  - CUT LINE
  - FILL LINE
  - ORDINARY HIGH WATER (OHW)
  - MAPPED FEMA 100-YEAR FLOOD  
LIMIT
  - WETLAND LIMIT
  - STREAM

REV.	DATE	REVISION DESCRIPTION



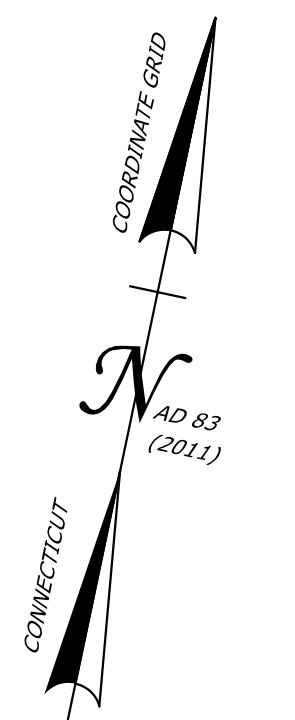
SIGNATURE/  
BLOCK:

SILVA ENGINEERING, LLC  
 2 NORTH EAGLEVILLE ROAD  
 STORRS, CT 06268



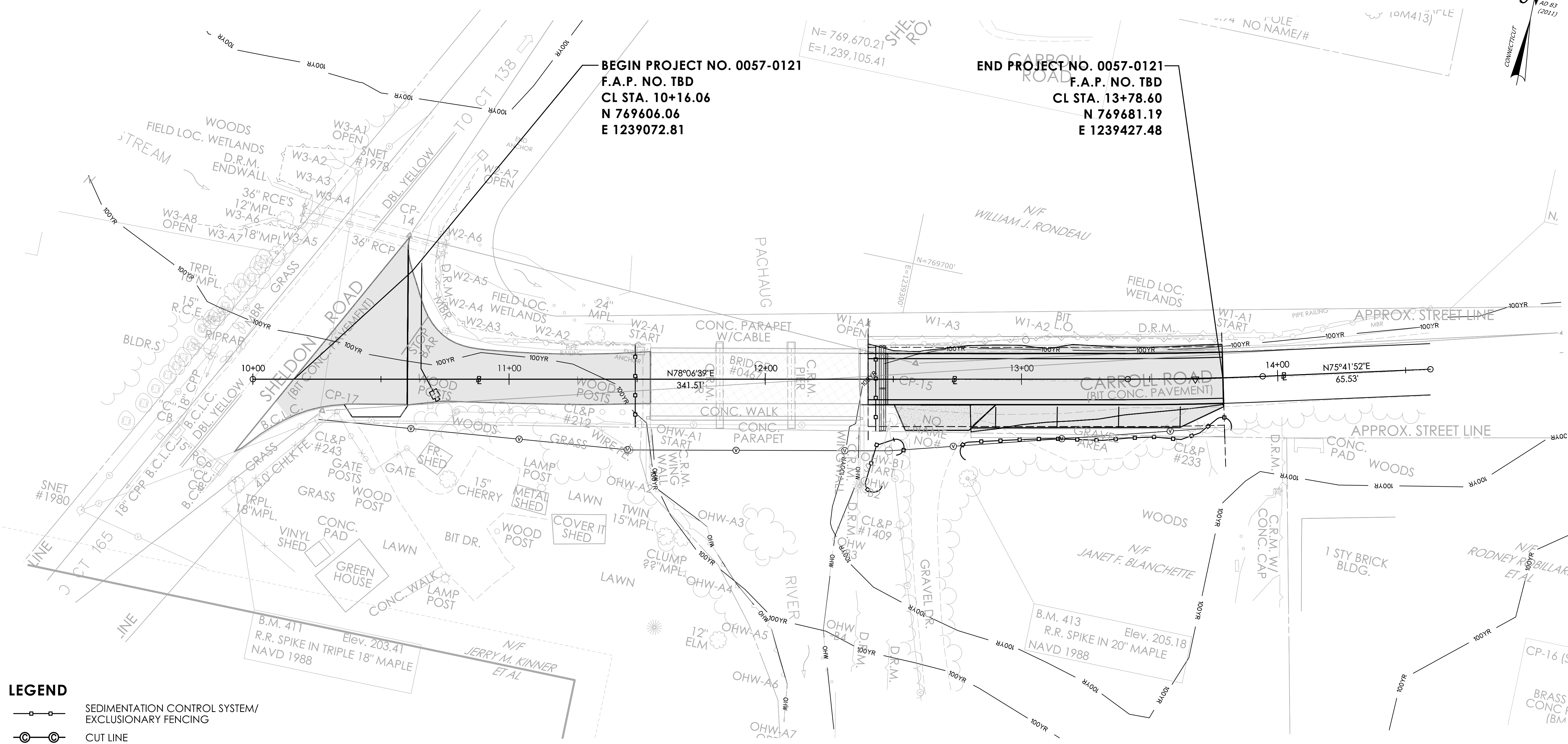
PROJECT NUMBER: 0057-0121  
 PROJECT DESCRIPTION: REMOVAL OF BRIDGE NO. 04671 CARROLL ROAD OVER PACHAUG RIVER  
 TOWN(S): GRISWOLD  
 DRAWING TITLE: GENERAL SITE PLAN

DRAWING NO.  
PMT-02  
SHEET NO.



**BEGIN PROJECT NO. 0057-0121**  
**F.A.P. NO. TBD**  
**CL STA. 10+16.06**  
**N 769606.06**  
**E 1239072.81**

**END PROJECT NO. 0057-0121**  
**F.A.P. NO. TBD**  
**CL STA. 13+78.60**  
**N 769681.19**  
**E 1239427.48**



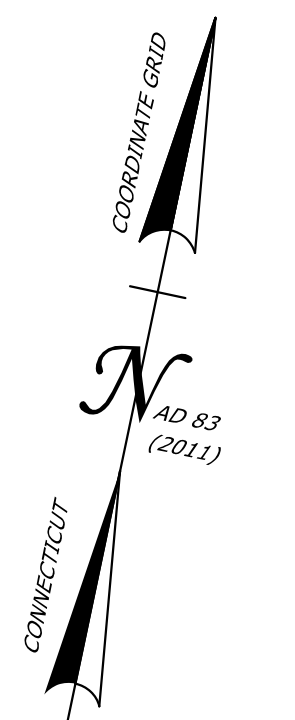
- LEGEND**
- SEDIMENTATION CONTROL SYSTEM/ EXCLUSIONARY FENCING
  - CUT LINE
  - FILL LINE
  - ORDINARY HIGH WATER (OHW)
  - MAPPED FEMA 100-YEAR FLOOD LIMIT
  - WETLAND LIMIT
  - STREAM
  - TOWN OF GRISWOLD UPLAND IMPACTS

TOWN OF GRISWOLD  
 UPLAND REVIEW AREA IMPACTS  
 8161.48 S.F (0.187 AC)

NOTE: TOWN OF GRISWOLD UPLAND REVIEW AREA IS MEASURED 75 FEET LANDWARD OF ORDINARY HIGH WATER.

WETLAND IMPACT TABLE				
	WETLAND SITE NO.	WETLAND IMPACTS	WATERCOURSE IMPACTS	TOTAL
PERMANENT IMPACTS	NO WETLANDS	0	0	0
TEMPORARY IMPACTS	NO WETLANDS	0	0	0
TOTAL IMPACTS		0	0	0

REV.	DATE	REVISION DESCRIPTION



**BEGIN PROJECT NO. 0057-0121**  
**F.A.P. NO. TBD**  
**CL STA. 10+16.06**  
**N 769606.06**  
**E 1239072.81**  
 CUT BITUMINOUS CONCRETE PAVEMENT  
 BEGIN FULL DEPTH PAVEMENT RECONSTRUCTION  
 MEET EXISTING BITUMINOUS  
 SAWING AND SEALING JOINTS

**END PROJECT NO. 0057-0121**  
**F.A.P. NO. TBD**  
**CL STA. 13+78.60**  
**N 769681.19**  
**E 1239427.48**  
 CUT BITUMINOUS CONCRETE PAVEMENT  
 END FULL DEPTH PAVEMENT RECONSTRUCTION  
 MEET EXISTING BITUMINOUS  
 SAWING AND SEALING JOINTS

END FULL DEPTH RECONSTRUCTION  
 BEGIN GRAVEL FILL  
 STA. 10+60.32

EXTEND MBR AND  
 END ANCHORAGE

PROPOSED  
 PROTECTIVE FENCE

CONSTRUCTION EASEMENT

PROPOSED  
 PROTECTIVE FENCE

PROPOSED CONCRETE BARRIER

BEGIN FULL DEPTH  
 RECONSTRUCTION  
 STA. 12+47.00

REFLECTIVE SHEETING ALONG FACE  
 OF PROPOSED EDGE OF PAVEMENT

PROPOSED PARKING  
 SPACES (3 - 8' X 24')

RIGHT TO RECONSTRUCT  
 DRIVEWAY

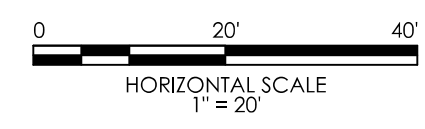
GRAVEL APRON

CONSTRUCTION EASEMENT

DRY HYDRANT MOUNTED ON EXISTING  
 RETAINING WALL INSTALLED ABOVE OHW  
 ELEVATION AND WILL REMAIN OUTSIDE OF  
 OHW WHEN NOT IN USE.

- LEGEND**
- SEDIMENTATION CONTROL SYSTEM/  
EXCLUSIONARY FENCING
  - CUT LINE
  - FILL LINE
  - ORDINARY HIGH WATER (OHW)
  - MAPPED FEMA 100-YEAR FLOOD  
LIMIT
  - WETLAND LIMIT
  - STREAM
  - TEMPORARY FLOOD PLAIN IMPACTS

REV.	DATE	REVISION DESCRIPTION



SIGNATURE/  
BLOCK:

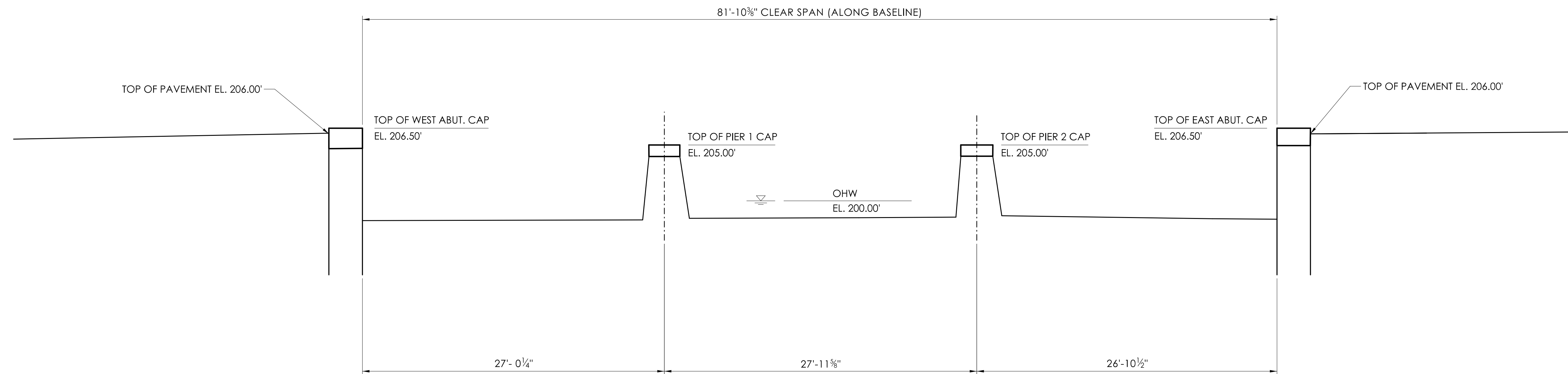
SILVA ENGINEERING, LLC  
 2 NORTH EAGLEVILLE ROAD  
 STORRS, CT 06268



PROJECT NUMBER: 0057-0121  
 PROJECT DESCRIPTION: REMOVAL OF BRIDGE NO. 04671 CARROLL ROAD OVER PACHAUG RIVER  
 TOWN(S): GRISWOLD  
 DRAWING TITLE: 100-YEAR FLOOD IMPACT PLAN

DRAWING NO.  
PMT-04  
 SHEET NO.

100-YEAR FLOODPLAIN IMPACTS CUT AND FILL	
VOLUME IMPACTS	
EXCAVATION IN FEMA FLOODPLAIN	FILL IN FEMA FLOODPLAIN
0 CY	0 CY



**PIER AND ABUT. CAP ELEVATION**  
SCALE: 3/16"=1'-0"

REV.	DATE	REVISION DESCRIPTION

DESIGNER/DRAFTER: P. FERENCZ  
CHECKED BY: J. SILVA

SIGNATURE/  
BLOCK:



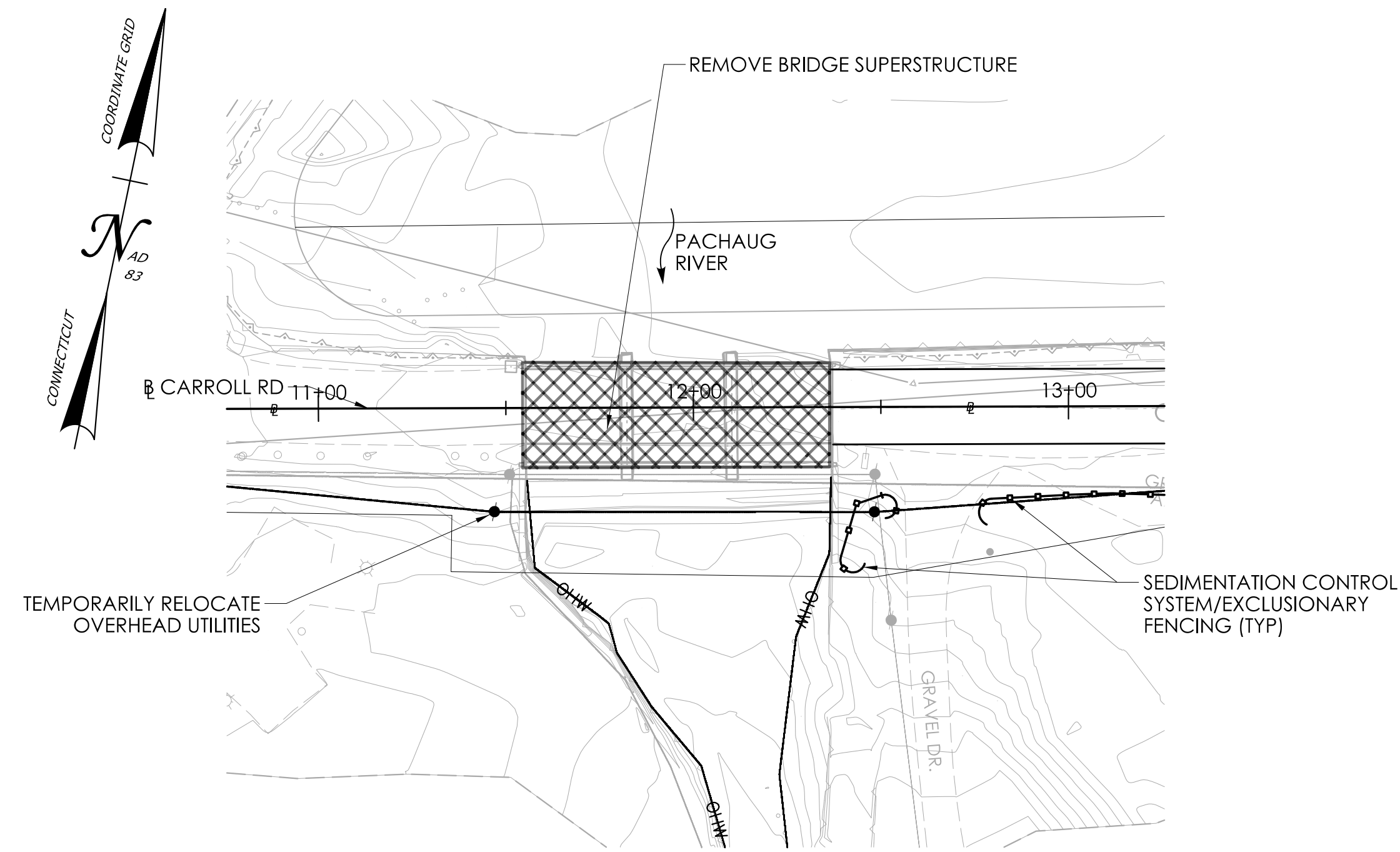
SILVA ENGINEERING, LLC  
2 NORTH EAGLEVILLE ROAD  
STORRS, CT 06268



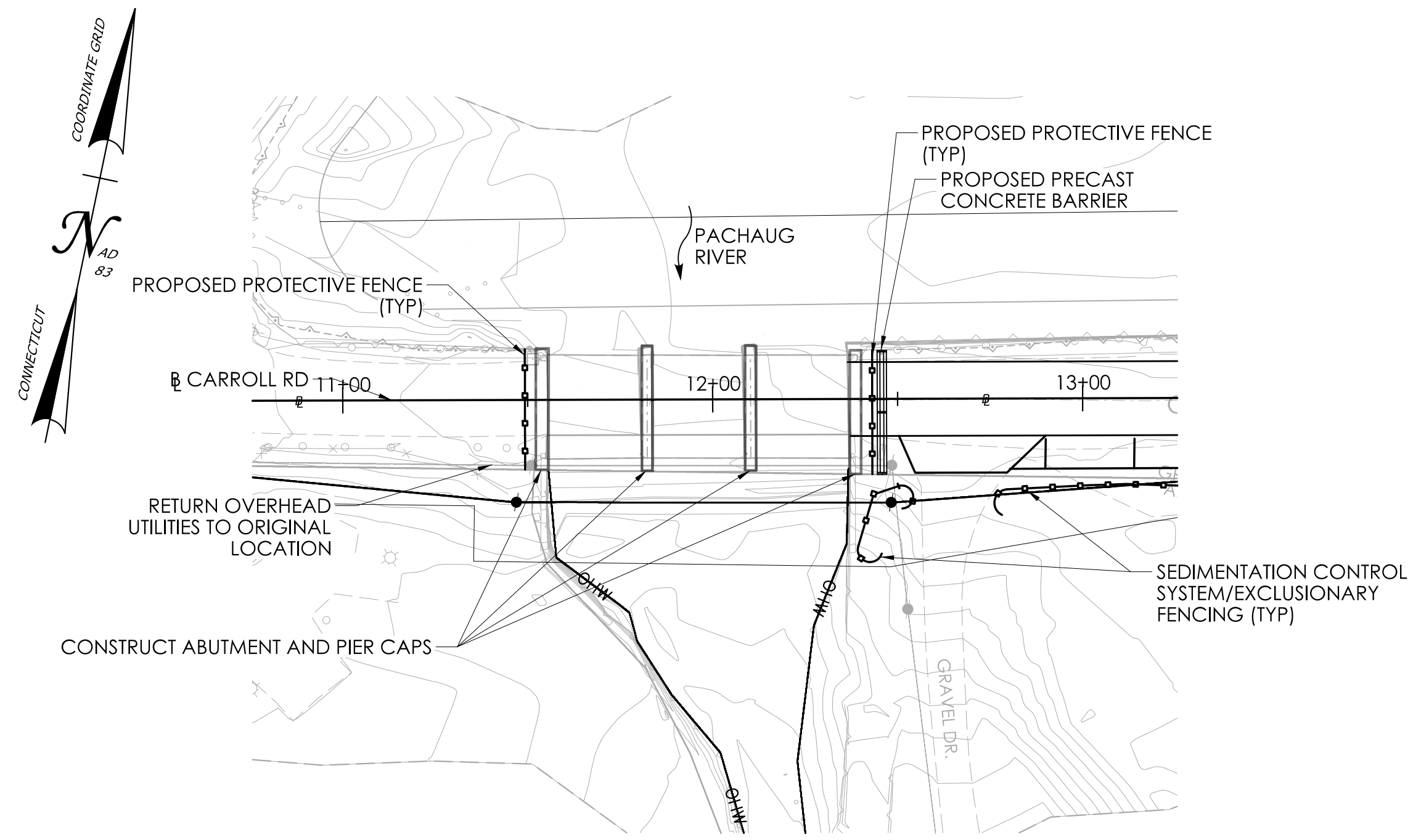
TOWN OF GRISWOLD

PROJECT NUMBER: 0057-0121  
PROJECT DESCRIPTION: REMOVAL OF BRIDGE NO. 04671 CARROLL ROAD OVER PACHAUG RIVER  
TOWN(S): GRISWOLD  
DRAWING TITLE: ELEVATION PLAN

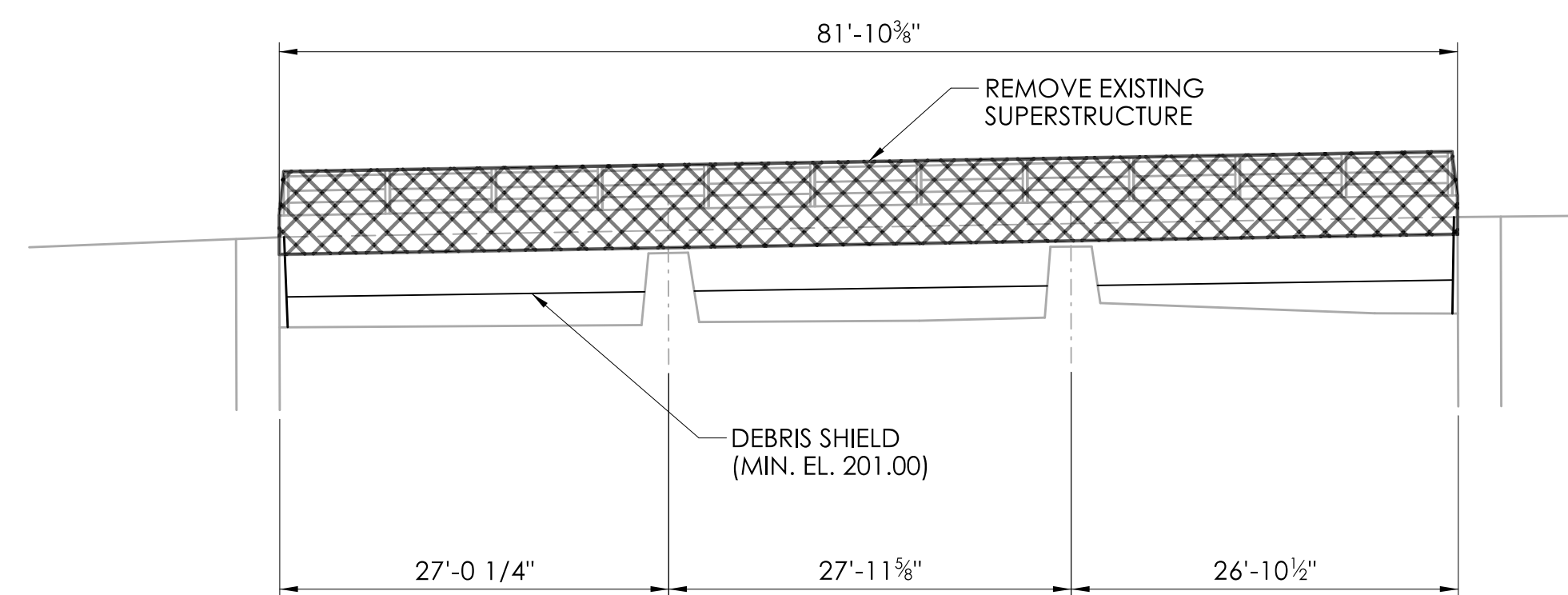
DRAWING NO.  
PMT-05  
SHEET NO.



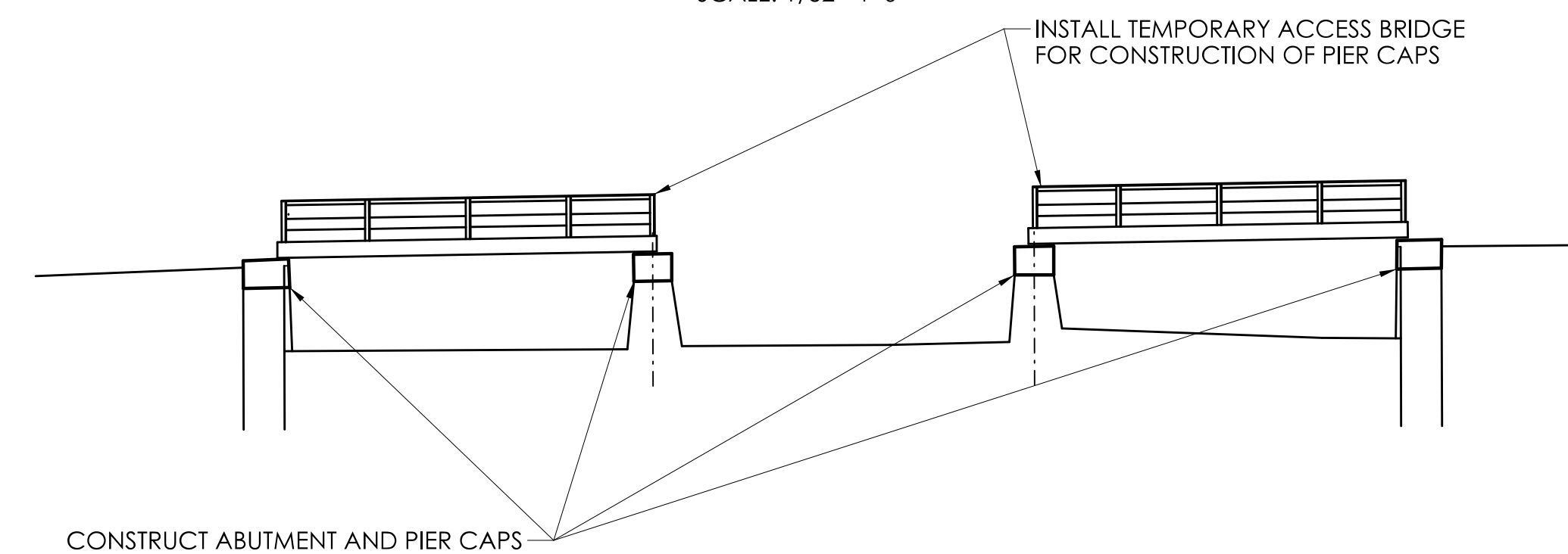
**STAGE 1 DEMOLITION PLAN-1**  
SCALE: 1/32"=1'-0"



**STAGE 1 CONSTRUCTION PLAN**  
SCALE: 1/32"=1'-0"



**STAGE 1 DEMOLITION ELEVATION**  
SCALE: 3/32"=1'-0"



**STAGE 1 CONSTRUCTION ELEVATION**  
SCALE: 3/32"=1'-0"

**SUGGESTED SEQUENCE OF CONSTRUCTION:**

**STAGE 1 DEMOLITION**

1. ESTABLISH DETOUR AND ROAD CLOSURE.
2. TEMPORARILY RELOCATE OVERHEAD UTILITIES.
3. PERFORM CLEARING AND GRUBBING ACTIVITIES AND INSTALL SEDIMENTATION CONTROL/EXCLUSIONARY FENCING.
4. CONDUCT SWEEP OF SITE BY HERPETOLOGIST.
5. INSTALL DEBRIS SHIELDS AND REMOVE EXISTING SUPERSTRUCTURE.

**STAGE 1 CONSTRUCTION**

1. INSTALL TEMPORARY ACCESS BRIDGES.
2. CONSTRUCT ABUTMENT AND PIER CAPS.
3. REMOVE TEMPORARY ACCESS BRIDGES.
4. ESTABLISH FINAL GRADING OF ROADWAY AND COMPLETE PAVEMENT THROUGHOUT THE PROJECT.
5. INSTALL PROTECTIVE FENCE AND BARRICADES.
6. RETURN OVERHEAD UTILITIES TO ORIGINAL LOCATION.
7. REMOVE DETOUR SIGNAGE.

**NOTES:**

1. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SEQUENCING. SUGGESTED CONSTRUCTION SEQUENCE PRESENTED ON THIS DRAWING IS FOR REFERENCE ONLY.
2. INSTALL DEBRIS SHIELD PRIOR TO BEGINNING DEMOLITION.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL DEBRIS CAUSED BY REMOVAL OF THE EXISTING STRUCTURE. THE CONTRACTOR SHALL RETRIEVE ANYTHING THAT FALLS INTO THE RIVER DURING REMOVAL OPERATIONS.
4. REFER TO DRAWING NO. S-03 FOR PLAN AND ADDITIONAL INFORMATION.
5. REFER TO SPECIAL PROVISIONS FOR TRAFFIC RESTRICTIONS DURING CONSTRUCTION.

REV.	DATE	REVISION DESCRIPTION

DESIGNER/DRAFTER: P. FERENCE CHECKED BY: J. SILVA

SIGNATURE/  
BLOCK:



SILVA ENGINEERING, LLC  
2 NORTH EAGLEVILLE ROAD  
STORRS, CT 06268



TOWN OF GRISWOLD

PROJECT NUMBER: 0057-0121  
PROJECT DESCRIPTION: REMOVAL OF BRIDGE NO. 04671 CARROLL ROAD OVER PACHAUG RIVER  
TOWN(S): GRISWOLD  
DRAWING TITLE: STAGING PLAN

DRAWING NO.  
PMT-06  
SHEET NO.



# Town of Griswold



28 Main Street  
Griswold, CT 06351  
Phone (860) 376-7060, Fax (860) 376-7070

## GRISWOLD INLAND WETLANDS WATERCOURSES AND CONSERVATION COMMISSION

19 July 2024

Tina Falck, First Selectman  
28 Main Street  
Jewett City, CT 06351

### **Re: CC 08-2024 Town of Griswold Bridge No. 04671 Carroll Road over Pachaug River Removal.**

At the Regular Meeting of the Griswold inland Wetlands Water Courses and Conservation Commission held on Thursday, June 20, 2024, the Commission reviewed your request for approval of the above referenced application. Following a detailed presentation by Jeff Fontaine with Close, Jensen and Miller Engineers, he noted that the bridge is deficient because of the condition of the deck and its superstructure. Mr. Fontaine stated that the deck and its superstructure are rated as poor and therefore they do not meet current standards based on deck geometry.

Mr. Fontaine further commented that the removal work will be done with no impact to the existing wetland/watercourse limits. Following a discussion regarding the proposed project, the Commission unanimously voted to accept application CC 08-2024 as presented, and tabled its decision to their July 18, 2024, Commission meeting.

Application CC 08-2024 was re-visited by the Commission at its July 18, 2024 regular meeting. Following a reading of the Carroll Road Bridge application by the Chairman, there were no additional questions by the Commission.

A motion was made, seconded and the Commission unanimously voted to approve application CC 08-2024 with the condition that all Sediment and Erosion Control devices are in place prior to the start of removing the bridge structure.

Should you have any questions, please contact Town Planner Mario J. Tristany at 376-7060, ext. 2111.

Sincerely,

Courtland Kinnie, Chairman

C: Todd Babbitt, GRS  
Jeff Fontaine, CJ&M

## **Construction Contracts - Required Contract Provisions (FHWA Contracts)**

### **Index**

1. Federal Highway Administration (FHWA) Form 1273 (Revised October 2023)
2. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
3. Specific Equal Employment Opportunity Responsibilities
4. Requirements of Title 49, CFR, Part 26, Participation by DBEs
5. Contract Wage Rates
6. Americans with Disabilities Act of 1990, as Amended
7. Connecticut Statutory Labor Requirements
  - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
  - b. Debarment List - Limitation on Awarding Contracts
  - c. Construction Safety and Health Course
  - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
  - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
8. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
9. Executive Orders (State of CT)
10. Non-Discrimination Requirement and Certification (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
11. Whistleblower Provision
12. Connecticut Freedom of Information Act
  - a. Disclosure of Records
  - b. Confidential Information
13. Service of Process
14. Substitution of Securities for Retainages on State Contracts and Subcontracts
15. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
16. Forum and Choice of Law



17. Summary of State Ethics Laws
18. Audit and Inspection of Plants, Places of Business and Records
19. Campaign Contribution Restriction
20. Tangible Personal Property
21. Bid Rigging and/or Fraud – Notice to Contractor
22. Consulting Agreement Representation
23. Federal Cargo Preference Act Requirements (46 CFR 381.7(a)-(b))
24. Sovereign Immunity
25. Large State Contract Representation for Contractor
26. Large State Contract Representation for Official or Employee of State Agency
27. Iran Energy Investment Certification
28. Access to Contract and State Data
29. Affirmative Action Policy Statement
30. Compliance with Consumer Data Privacy and Online Monitoring

### **Index of Exhibits**

- EXHIBIT A - FHWA Form 1273 (Begins on page 17)
- EXHIBIT B - Title VI Contractor Assurances (page 31)
- EXHIBIT C - Specific Equal Employment Opportunity Responsibilities (page 33)
- EXHIBIT D - Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 42)
- EXHIBIT E - Affirmative Action Policy Statement (page 50)
- EXHIBIT F - Federal Wage Rates (Attached at the end)
- EXHIBIT G - State Wage Rates and Other Related Information (Attached at the end)

### **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. Specific Equal Employment Opportunity Responsibilities**

The Contractor shall comply with the Specific Equal Employment Opportunity requirements, as applicable, attached at Exhibit C and hereby made part of this Contract.

### **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 817), 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 31-53a of the Connecticut General Statutes, as revised.

**(c) Construction Safety and Health Course.** The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

**(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited.** The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

**(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS.** Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

## **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](http://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 and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency’s authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

## 10. Non-Discrimination Requirement and Certification (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to “minority business enterprises” in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

- (a) For purposes of this Section, the following terms are defined as follows:
  - i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and “contract” include any extension or modification of the Contract or contract;
  - iii. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
  - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
  - v. “good faith" means that degree of diligence which a reasonable person would exercise

- in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
  - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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, status as a victim of domestic violence, 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 ensure 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, status as a victim of domestic violence, 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.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

## 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 3-112a 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 (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

## **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 section 9-612 of the Connecticut General Statutes 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 represents that they have received 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.

## **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 Representation**

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) ) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is

registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

The basic terms of the consulting agreement are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official?  YES

NO If YES: \_\_\_\_\_

Name of Former State Agency

Termination Date of Employment

**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.

#### **24. Sovereign Immunity**

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

#### **25. Large State Contract Representation for Contractor**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

## **26. Large State Contract Representation for Official or Employee of State Agency**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

## **27. Iran Investment Energy Certification**

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

## **28. Access to Contract and State Data**

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

## **29. Affirmative Action Policy Statement**

The Contractor shall comply with the Affirmative Action Policy Statement, as applicable, attached at Exhibit E and hereby made part of this Contract.

## **30. Compliance with Consumer Data Privacy and Online Monitoring**

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

# APPENDIX A

FHWA-1273 – Revised October 23, 2023

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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 to 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

**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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**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. 2 CFR 180.220 and 1200.220.

**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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\*\*\*\*\*

**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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

\* \* \* \* \*

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

**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 (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit 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 or Federal Transit 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 or the Federal Transit 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 or the Federal Transit 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 or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. 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.

## **APPENDIX E**

### **TITLE VI CONTRACTOR ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees 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**  
**CONNECTICUT REQUIRED**  
**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**  
**October 2023**

**1. General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) “Company” refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors  
 Consultants and Subconsultants  
 Suppliers of Materials and Vendors (where applicable)  
 Municipalities (where applicable)  
 Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT’s Contract Compliance Program.

**2. Equal Employment Opportunity Policy:**

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT the contractor’s commits to complying with



federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

**3. Project Workforce Utilization Goals:**

These goals are applicable to all construction projects performed in the covered area work (whether the project is federal or state funded). 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.

a. Appendix A establishes the goals for minority and female utilization in all crafts statewide on all State Funded construction projects.

b. Appendix B establishes the goals for minority and female utilization in all crafts statewide on Federally assisted or funded construction projects.

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 participation are expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Federal Utilization Goals**

**See Appendix A**

**4. 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 workforce utilization 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 CTDOT 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 that which expressly target 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.
- g) Review at least annually, the company EEO Policy and affirmative action obligations with all employees having any responsibility for hiring, assignments, layoffs, terminations, or other employment decisions, 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 project worksite and in other areas of the Contractor's workforce.
- 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 opportunities through appropriate training 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 nonsegregated 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 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 so as to achieve maximum results from its efforts to ensure equal employment opportunity.

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.

**5. Subcontracting:**

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Office of Equity.
  
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**6. Records and Reports:**

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
  1. The number of minority and non-minority group members and women employed in each classification on the project.
  2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
  3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
  5. Records of internal and external communication and outreach to document its affirmative efforts.
  
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation.

**c. For Federal Highway Administration funded projects only:**

The Company will submit an annual report to CTDOT each July or as otherwise directed, for the duration of the project, indicating the number of minorities, 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 PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409 and 1415 as required by CTDOT.

**FEDERALLY FUNDED OR ASSISTED PROJECTS**  
**APPENDIX A**  
**(Labor Market Goals)**

**Standard Metropolitan Statistical Area (SMSA)**

**Female**

**Minority**

<b>Bridgeport – Stamford – Norwalk – Danbury</b>				<b>10.2%</b>
<b>6.9%</b>				
Bethel Darien	Bridgeport	Brookfield	Danbury	
Greenwich	Derby	Easton	Fairfield	
New	Milford	Monroe	New Canaan	
Fairfield	Newton	Norwalk	Redding	
Shelton	Stamford	Stratford	Trumbull	
Weston	Westport	Wilton		
<b>Hartford – Bristol – New Britain</b>				<b>6.9%</b>
<b>6.9%</b>				
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	
<b>New Haven – Waterbury – Meriden</b>				<b>9.0%</b>
<b>6.9%</b>				
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			
<b>New London – Norwich</b>				<b>4.5%</b>
<b>6.9%</b>				

Bozrah	East Lyme	Griswold	Groton
Ledyard	Lisbon	Montville	New London
Norwich	Old Lyme	Old Saybrook	Preston
Sprague	Stonington	Waterford	

**Non SMSA**

**Female**

**Minority**

<b>Litchfield – Windham</b>	<b>5.9%</b>
<b>6.9%</b>	

Abington	Ashford	Ballouville	Bantam
Barkhamsted	Bethlehem	Bridgewater	Brooklyn
Canaan	Canterbury	Central Village	Chaplin
Colebrook	Cornwall	Cornwall Bridge	Danielson
Dayville	East Canaan	East Killingly	East Woodstock
Eastford	Falls Village	Gaylordsville	Goshen
Grosvenor Dale	Hampton	Harwinton	Kent
Killingly	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 ensure 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 notification's 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 (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the 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.



**EXHIBIT E**  
**AFFIRMATIVE ACTION POLICY STATEMENT (October 2023)**

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre-apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

Dissemination of Policy:

All members of the firm 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, this firm's Equal Employment Opportunity (EEO) policy and contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. 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 firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. 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.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm'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.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; "An Affirmative Action/Equal Opportunity Employer." All such advertisements will be placed in

publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
3. The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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 an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm 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 correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm 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 actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm’s Affirmative Action Program rests with the Chief Executive Officer of this firm.

## **EXHIBIT F**

(Federal wage rate package will be inserted at the end after State wages for the final executed contract only. Refer to NTC – Federal Wage Determinations)

**EXHIBIT G**  
**State Wages and Other Related Information**

Please refer to the Department of Labor website for the latest updates, annual adjusted wage rate increases, certified payroll forms and applicable statutes.

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

**Prevailing Wage Law Poster Language**

**THIS IS A PUBLIC WORKS PROJECT Covered by the  
PREVAILING WAGE LAW CT General Statutes Section 31-53 If**

**you have QUESTIONS regarding your wages CALL (860) 263-6790**

**Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.**

**Informational Bulletin**

**THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE** (applicable to public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in non-compliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

## **Notice**

### **To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years, the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

#### **Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut, but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

**Since this is a classification matter and not one of jurisdiction, effective January 1, 2007, the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.**

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.



**CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION**

**CONTRACTORS WAGE CERTIFICATION FORM  
Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number

\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

Rate Schedule Issued (Date): \_\_\_\_\_

## **Information Bulletin**

### ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

☐ **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

☐ **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

☐ **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

☐ **BRICKLAYERS. CEMENT MASONS. CEMENT FINISHERS. MARBLE MASONS. PLASTERERS. STONE MASONS. PLASTERERS. STONE MASONS. TERRAZZO WORKERS. TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

☐ **CARPENTERS. MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOORLAYERS. DOCK BUILDERS. DIKERS. DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in

other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

#### ☐ **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

#### ☐ **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

#### ☐ **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. \*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

#### ☐ **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. \*License required by Connecticut General Statutes: **R-1, 2, 5, 6.**

#### ☐ **FORKLIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

#### ☐ **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior

walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

### ☐ **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

### ☐ **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

### ☐ **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

### ☐ **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic artwork and drywall hhg for any and all types of building and residential work.

### ☐ **LEAD PAINT REMOVAL**

- Painter's Rate 1. Removal of lead paint from bridges. 2. Removal of lead paint as preparation of any surface to be repainted. 3. Where removal is on a Demolition project prior to reconstruction. • Laborer's Rate 1. Removal of lead paint from any surface NOT to be repainted. 2. Where removal is on a TOTAL Demolition project only.

### ☐ **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. \*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J1,2,3,4 SP-1,2 S-

**1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**

☐ **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **\*License required, crane operators only, per Connecticut General Statutes.**

☐ **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (Demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be re-laid.)

☐ **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheet metal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, Sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sunshades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

☐ **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems. **\*License required per Connecticut General Statutes: F-1, 2, 3, 4.**

☐ **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

☐ **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the

actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **\*License required, drivers only, per Connecticut General Statutes.**

**For example:**

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

□ Any questions regarding the proper classification should be directed to:

**Public Contract Compliance Unit  
Wage and Workplace Standards Division  
Connecticut Department of Labor  
200 Folly Brook Blvd, Wethersfield, CT 06109  
(860) 263-6543.**

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

□ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London and  
Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

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

**Laborers (Tunnel Construction)**

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

Rev. 7/1/19



**SEE BELOW FOR STATE WAGE RATES**

**INSERT STATE WAGES HERE**

Minimum Rates and Classifications for  
Heavy/Highway Construction

ID#: 24-66513

Connecticut Department of Labor  
Wage and Workplace Standards Division

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

Project Number:

Project Town: Griswold

State#: 0057-0121

FAP#: 6057(122)

Project: Removal of Bridge No. 04671 Carroll Road Over Pachaug River

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	46.21	29.35
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	41.63	34.50
2) Carpenters, Piledrivermen	39.54	28.68
2a) Diver Tenders	39.54	28.68
3) Divers	48.0	28.68
03a) Millwrights	40.56	28.87
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	57.85	25.95
4a) Painters: Brush and Roller	38.07	25.80
4b) Painters: Spray Only	41.07	25.80

4c) Painters: Steel Only	40.07	25.80
4d) Painters: Blast and Spray	41.07	25.80
4e) Painters: Tanks, Tower and Swing	40.07	25.80
4f) Elevated Tanks (60 feet and above)	47.07	25.80
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)	45.75	33.97+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	41.27 + 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)	49.58	36.15
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	34.5	27.26
8) Group 1a: Acetylene Burners (Hours worked with a torch)	35.5	27.26
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	34.75	27.26
10) Group 3: Pipelayers	35.0	27.26
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	35.0	27.26

As of: September 17, 2024

12) Group 5: Toxic waste removal (non-mechanical systems)	36.5	27.26
13) Group 6: Blasters	36.25	27.26
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	37.5	27.26
Group 8: Traffic control signalmen	20.7	27.26
Group 9: Hydraulic Drills	35.25	27.26
Group 10: Toxic Waste Removers A or B With PPE	37.5	27.26
----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	36.73	27.26 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	35.76	27.26 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	35.76	27.26 + a
15) Form Erectors	36.09	27.26 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	35.76	27.26 + a

As of: September 17, 2024

17) Laborers Topside, Cage Tenders, Bellman	35.65	27.26 + a
18) Miners	36.73	27.26 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---		
-		
18a) Blaster	43.22	27.26 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	43.02	27.26 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	41.04	27.26 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	43.81	27.26 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	33.16	32.36 + a
Three Axle Trucks; Two Axle Ready Mix	33.27	32.36 + a
Three Axle Ready Mix	33.33	32.36 + a
Four Axle Trucks	33.39	32.36 + a
Four Axle Ready-Mix	33.44	32.36 + a
Heavy Duty Trailer (40 tons and over)	35.66	32.36 + a

As of: September 17, 2024

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	33.44	32.36 + a
Heavy Duty Trailer (up to 40 tons)	34.39	32.36 + a
Snorkle Truck	33.54	32.36 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	55.42	28.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	50.79	28.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	55.03	28.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	54.09	28.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	50.4	28.80 + a
Group 3: Excavator; 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)	49.45	28.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	48.97	28.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	48.22	28.80 + a

As of: September 17, 2024

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	48.22	28.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	47.83	28.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	47.4	28.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	46.9	28.80 + 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), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	46.35	28.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	43.77	28.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	43.77	28.80 + a
Group 12: Wellpoint Operator.	43.69	28.80 + a
Group 13: Compressor Battery Operator.	42.97	28.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	41.52	28.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	41.01	28.80 + a
Group 16: Maintenance Engineer.	40.19	28.80 + a

As of: September 17, 2024

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	45.63	28.80 + a
---	-------	-----------

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	42.57	28.80 + a
---	-------	-----------

Surveyor: Chief of Party	45.87	28.80 + a
--------------------------	-------	-----------

Surveyor: Assistant Chief of Party	42.3	28.80 + a
------------------------------------	------	-----------

Surveyor: Instrument Man	40.7	28.80 + a
--------------------------	------	-----------

Surveyor: Rodman or Chairman	35.03	28.80 + a
------------------------------	-------	-----------

\*\*NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.84	18.07
--	-------	-------

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----

As of: September 17, 2024



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
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

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

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

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

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

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

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

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

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

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

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

--

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page:

[www.ct.gov/dol](http://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.

~~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.