

**State of Connecticut**

**Department of Transportation**

**SUPPLEMENTAL SPECIFICATIONS**

**TO**

**THE STANDARD SPECIFICATIONS**

**FOR**

**ROADS, BRIDGES, FACILITIES**

**AND INCIDENTAL CONSTRUCTION**

*FORM 817*

**2016**

**JULY 2017  
SUPPLEMENTS**

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Division I GENERAL REQUIREMENTS AND COVENANTS			
TOC	ii	change the title of 5.03 to "Removal of Superstructure"	July17
TOC	iii	1. change the title of 8.03 to "Paved Ditches, Paved Aprons and Paved Channels" 2. delete "8.16, Granite Slope Curbing"	Jan17
TOC	iii	1. delete "9.08, Farm Wall Fence" 2. delete "9.25, Pavement for Railing"	July17
TOC	v	delete "12.16, Black Epoxy Resin Pavement Markings, Black Epoxy Resin Symbols and Legends"	Jan17
TOC	v	change the title of 18.06 to "Truck-Mounted or Trailer-Mounted Impact Attenuator"	July17
TOC	v	change the title of M.01 Gradation of Aggregate, to "Aggregates"	Jan17
1.01.01	2	in the Definition for Drainage Ditch, insert "or paved" after "An unpaved"	July17
1.01.02	6	add abbreviation "AAN—American Association of Nurserymen"	Jan17
1.01.02	7	add abbreviation "CTDOT—Connecticut Department of Transportation"	Jan17
1.01.03	10	add abbreviations "A.E.A.—Air Entraining Admixture, CAPWAP—Case Pile Wave Analysis Program, CCA—chromated copper arsenate"	July17
1.01.03	11	add abbreviations "Hz—hertz, LCD—Liquid Crystal Display, QCPFA—Quality Control Plan for Fine Aggregates"	Jan17
1.01.03	11	Add abbreviations "HRB—Rockwell B Scale hardness, HRC—Rockwell C Scale hardness, IMC—Intermediate Metal Conduit, IP—internet protocol, I.P.S.—Iron Pipe Size, IWRC—Independent Wire Rope Core, KD—Kiln Dried, KDAT—Kiln Dried After Treatment, LRFD—Load & Resistance Factor Design, RMC—Rigid Metal Conduit"	July17
1.01.03	12	add abbreviations "USB—Universal Serial Bus, VDC—Volts Direct Current"	Jan17
1.01.03	12	Add abbreviations "SRD—Standard Dimension Ratio (ratio of pipe diameter to wall thickness), SSP—Subspecies, UNC—Unified National Coarse"	July17
1.05	26	in the list of articles: 1. change the title of 1.05.03 to "Conformity with Plans and Specifications (including Quality Control)" 2. change the title of 1.05.14 to "Termination for Convenience"	July17
1.05.02	27	in Subarticle 2a(i), change "Form" to "form" and delete "Number CON-500,"	Jan17
1.05.08	36	change font to bold for paragraph titles "Biweekly Schedules" and "Recovery Schedules"	Jan17
1.05.10	37	correct typographical error in the second sentence of the third paragraph "until"	July17
1.05.13	39	in the first sentence of the third paragraph, delete "(CON-13),"	Jan17
1.05.14	39	in the title of 1.05.14, delete "Clause"	July17
1.05.15	40	correct typographical error in the second paragraph "locater"	July17
1.07.08	51	change the first sentence of the third paragraph to be two sentences, as follows: "The Contractor shall notify each utility... ..intention to use explosives. Such notice shall be given sufficiently..."	July17
1.07.18	54	in the last sentence of the fifth paragraph, insert "Required" before "Best Management Practices"	July17
1.08	56	in the list of articles, change the title of 1.08.10 to "Termination of Contract for Cause"	July 17
1.08.10	62	1. change the article title to "Termination of Contract for Cause" 2. in subarticle 11, replace "annulment" with "termination" 3. in the second sentence of the first paragraph after subarticle 11, delete "annulment or"	July17
1.09.02	68	under Payment for accepted VECPs correct typographical error "payment"	July17
1.10.02	75	correct typographical error in the first sentence of the fourth paragraph "activity"	July17

Section or Article	Book Page #	Please make the following Corrections:	Date
Division I GENERAL REQUIREMENTS AND COVENANTS, GENERAL CLAUSES FOR FACILITIES CONSTRUCTION			
1.20-1.01.01	89	<i>in the Definition for Drainage Ditch, insert “or paved” after “An unpaved”</i>	July17
1.20-1.01.02	93	<i>add abbreviation “AAN—American Association of Nurserymen”</i>	Jan17
1.20-1.01.02	94	<i>add abbreviation “CTDOT—Connecticut Department of Transportation”</i>	Jan17
1.20-1.01-02	96	<i>correct typographical error “OLISP—Office of Long Island Sound Programs”</i>	July17
1.20-1.01.02	97	<i>1. after the abbreviation “SPRI” delete the first entry for “SSPC” 2. add abbreviations “A.E.A.—Air Entraining Admixture, CAPWAP—CAsE Pile Wave Analysis Program, CCA—chromated copper arsenate”</i>	July17
1.20-1.01.03	98	<i>add abbreviations “Hz—hertz, LCD—Liquid Crystal Display, MLSI—Major Lump Sum Item”</i>	Jan17
1.20-1.01.03	98	<i>add abbreviations “HRB—Rockwell B Scale hardness, HRC—Rockwell C Scale hardness, IMC—Intermediate Metal Conduit, IP—internet protocol, I.P.S.—Iron Pipe Size, IWRC—Independent Wire Rope Core, KD—Kiln Dried, KDAT—Kiln Dried After Treatment, LRFD—Load &amp; Resistance Factor Design”</i>	July17
1.20-1.01.03	99	<i>add abbreviations “RMC—Rigid Metal Conduit, SRD—Standard Dimension Ratio (ratio of pipe diameter to wall thickness), SSP—Subspecies, UNC—Unified National Coarse”</i>	July17
1.20-1.01.03	99	<i>add abbreviations “QCPFA—Quality Control Plan for Fine Aggregates, USB—Universal Serial Bus, VDC—Volts Direct Current”</i>	Jan17
1.20-1.05	116	<i>in the list of articles: 1. change the title of 1.20-1.05.03 to “Conformity with Plans and Specifications (including Quality Control)” 2. change the title of 1.20-105.14 to “Termination for Convenience”</i>	July17
1.20-1.05.10	132	<i>Correct typographical error in the second sentence “location”</i>	July17
1.20-1.05.15	136	<i>correct typographical error in the second paragraph “locater”</i>	July17
1.20-1.06.08	145	<i>in the only sentence in subarticle (a) delete the second “paper”</i>	July17
1.20-1.08.12	176	<i>correct typographical error in subarticle 3.(3) “warranty”</i>	July17
1.20-1.09.01	180	<i>in the first sentence of the first paragraph, delete “(System International)”</i>	Jan17
1.20-1.10.03	193	<i>correct typographical errors: 1. in the third sentence of subarticle 2, “from” 2. in the second sentence of subarticle 4, “Site” 3. in the first sentence of subarticle 9, “within”</i>	July17
1.20-1.10.03	194	<i>correct typographical errors: 1. in the fifth sentence of subarticle 9, “and” 2. in the first sentence of subarticle 11, “pollution” 3. in the third sentence of subarticle 12, “might”</i>	July17
1.20-9.75.04	203	<i>in the last sentence of the last paragraph, delete the “t” after “100%”</i>	Jan17

Section or Article	Book Page #	Please make the following Corrections:	Date
Division II CONSTRUCTION DETAILS			
2.02.03	217	in the last sentence of the first paragraph, change "grading" to "grade"	July17
2.09.01	240	in two places in the second paragraph, after "precast barrier curb" insert "or curbing"	Jan17
2.11.02	244	in the first sentence, change "grading" to "gradation"	July17
2.16.02	248	change the only sentence in subarticle 1. as follows: "The crushed stone or gravel shall meet the gradation requirements specified in Table M.01.02-2 for No. 3 or No. 4 coarse aggregate or a combination of both."	Jan17 & July 17
2.19.03	250	1. in the sentence that begins "All geotextile fences shall..." delete the word "have" 2. change the only sentence of the last paragraph as follows: "The sedimentation control systems shall be maintained ... .. purpose intended or are ordered removed from the Site at the completion ... .. authorized by the Engineer to be left in place."	Jan17
4.06.01	268	in the third sentence replace "ConnDOT" with "CTDOT"	July17
4.06.03	277	in Figure 4.06-1: Notched Wedge Joint change dimensions of the Bottom Vertical Notch to "1/4"-1/2"	July17
4.06.03	282	in Figure 4.06.05: Notched Wedge Joint Cores delete the dimensions under Bottom Vertical Notch and Top Vertical Notch, and remove the arrow and delete the dimension "12" Taper" under the figure	July17
4.06.03	283	correct the following references: 1. in the third sentence of subarticle 12, change "4.06.03-9" to "4.06.03-8" 2. in the third sentence of the second paragraph of subarticle 12, change "4.06.03" to "4.06.03-10"	July17
4.06.04	285	under "Percent Adjustment for Air Voids," change last sentence as follows: "n = number of sub lots based on Table M.04.03-2"	Jan17
5.14.03	310	in subarticle 10 add a paragraph return before the last sentence as follows: "... of the member. ¶ Deviations in excess of the permissible tolerances will be cause for rejection." to separate it from item 2 as the sentence refers to both items 1 and 2, not just item 2	Jan17
6.01.03	316	delete Subarticle 6.01.03-1(e) "Date of Completion" (make vacant)	July17
6.52.02	367	in the only sentence, replace the words "Gravel Fill" with "Granular Fill"	Jan17
6.52.03	368	in both paragraphs, replace the words "gravel fill" with "granular fill"	Jan17
6.52.04	368	in the only sentence of the third paragraph, replace the words "Gravel Fill" with "Granular Fill"	Jan17
6.52.05	368	in the only sentence of the third paragraph, replace the words "Gravel Fill" with "Granular Fill"	Jan17
7.01.02	370	change the only sentence in subarticle 1.(d) as follows: "Coarse aggregate shall meet the gradation requirements specified in Table M.01.02-2 for No. 8 coarse aggregate."	Jan & July17
7.06.02	404	in the second sentence of Subarticle 5, delete the word "with"	Jan17
7.06.03	413	in the fourth column of Table 7.06-1, Cyclic Load Schedule for Verification Pile Load Test, delete the word "minutes" next to the entries for "Step 2, Cycle 1, 0.6 SVL" and "Step 3, Cycle 2, 0.750 UPC" to show the "Hold Time (minutes)" entries of "2.5" corresponding to the subsequent fractions of the "Applied Load" in the table	Jan17
7.14.04	420	change the last sentence of the Article as follows: "Sheet piling left in place solely at the Contractor's option, with the Engineer's permission, will not be measured for payment."	Jan17
7.16.02	421	in the last sentence in the Article, change "material certificates" to "Materials Certificates"	Jan17

Section or Article	Book Page #	Please make the following Corrections:	Date
7.28.02	423	change the only sentence as follows: "The <b>crushed stone</b> shall meet the requirements of <b>Table M.01.02-2</b> for No. 3 coarse aggregate."	Jan17
9.04.03	438	in the only sentence of the fifth paragraph, change "FSS-TT-C598" to " <b>FS-TT-C598</b> "	July17
9.43.04, 9.43.05	462	in the first sentence of each Article, replace the word "million" with " <b>m.</b> "	Jan17
9.50.03	472- 473	1. in Subarticle <b>2. Seeding Season</b> change the Fall ending date to "October <b>31</b> " 2. in the first sentence of Subarticle 5, change "100 plants" to " <b>60% coverage</b> "	Jan17
9.50.05	473	1. in the only sentence of the second paragraph, insert the word " <b>(Type)</b> " after "Erosion Control Matting" 2. in the Pay Item – Pay Unit table, insert the word " <b>(Type)</b> " after "Erosion Control Matting"	Jan17
9.77.02	485	change the end of the last sentence of the Article to read "... or the AASHTO <b>Manual for Assessing Safety Hardware (MASH)</b> for Category 1 Devices"	Jan17
9.81.01- 9.81.02	490- 491	throughout both Articles, correct typographical errors: " <b>retroreflective</b> "	July17
10.00.14	501	throughout the Article, replace "ConnDOT" with " <b>CTDOT</b> "	July17
10.02.02	505	in the second line, replace the words "Gravel Fill" with " <b>Granular Fill</b> "	Jan17
10.10.02	511	1. in the Article referenced for "No. 6 Crushed Aggregate," change "M.01.01" to " <b>M.01.02</b> " 2. in the only sentence of the second paragraph, replace "lb./in <sup>2</sup> " with " <b>psi</b> " 3. in the last sentence of the Article, close the quotation marks as follows: " <b>TRAFFIC.</b> "	Jan17
10.10.03	511	in the second sentence of the second paragraph of the Article, close the parentheses as follows: "...4 <b>inches</b> )"	Jan17
12.01.02	535	change the only sentence as follows: "Materials for this work shall meet the requirements of M.03.05, M.06.02, M.18.02 <b>and the Contract.</b> "	Jan17
12.07.02	542	in the last sentence, change "FS TT-P-641 Type 1" to " <b>ASTM A780</b> "	Jan17
12.09.02	544	change the end of the only sentence of the Article to read "... M.07.30 for glass beads, <b>Type 1 (smaller beads).</b> "	Jan17
12.09.03	544	in the only sentence of the second paragraph of the Article, insert " <b>Type 1 (smaller beads)</b> " after the phrase "... with glass beads"	Jan17
18.06.02	557	in the first sentence, capitalize " <b>Materials Certificate</b> "	Jan17
18.07.02	559	in the second sentence of the second paragraph, capitalize " <b>Materials Certificate</b> "	Jan17
<b>Division III MATERIALS SECTION</b>			
M.03.01	574	1. replace entire Subarticle <b>1. Coarse Aggregate</b> with the following: "Coarse aggregate shall conform to <b>the requirements of M.01.</b> " 2. replace entire Subarticle <b>2. Fine Aggregate</b> with the following "Fine aggregate shall conform to <b>the requirements of M.01.</b> "	Jan17
M.03.02	577	in the title of Subarticle 2. change "ConnDOT" to " <b>CTDOT</b> "	July17
M.03.02	577	in the fifth column of <b>Table M.03.02-1</b> change the heading to read "Maximum Aggregate Size Required ( <b>Table M.01.02-2</b> )"	Jan17
M.04.01	583	in the first sentence of the second paragraph under <b>(b) Basis of Approval</b> change "#4 sieve" to " <b>No. 4 sieve</b> "	Jan17
M.04.01	586	correct typographical error in the second sentence of Subarticle (c) " <b>homogeneous</b> "	July17
M.04.01	586	in Subarticle <b>4. Performance Graded Asphalt Binder</b> , 1. in <b>(b) Neat Performance Grade (PG) Binder</b> , i., at the end of the second sentence, capitalize " <b>Certified Test Report</b> " 2. in <b>(d) Warm Mix Additive Technology</b> , i., change "NEAUPG" to " <b>North East Asphalt User Producer Group (NEAUPG)</b> "	Jan17

Section or Article	Book Page #	Please make the following Corrections:	Date
M.04.01	588	<i>in Subarticle 6. Reclaimed Asphalt Pavement (RAP), (b) Basis Approval:</i> 1. <i>in paragraph i, capitalize "Materials Certificate"</i> 2. <i>in the second sentence in paragraph ii, change "material certificate" to "Materials Certificate"</i>	Jan17
M.04.02	593	<i>in the third bullet under ii Superpave Mixtures with RAP, insert the word "with" between "in accordance" and "AASHTO"</i>	Jan17
M.04.02	594	1. <i>in the third sentence of the third bullet in iii Superpave Mixtures with RAS, insert the word "with" between "in accordance" and "AASHTO," and capitalize "Appendix"</i> 2. <i>in the first sentence in iv Superpave Mixtures with CRCG, capitalize "Materials Certificate"</i>	Jan17
M.05.01	611	<i>in Subarticle 1:</i> 1. <i>add the heading "Table M.05.01-1" to the only table in the article</i> 2. <i>correct the following typographical error: in the first row under "Square Mesh Sieves" in the Gradation table (Table M.05.01-1) change "Pass 1 1/2 inches" to "Pass 2 1/2 inches"</i>	Jan17
M.05.02	612	<i>add the heading "Table M.05.02-1" to the only table in the article</i>	Jan17
M.08.01	632	<i>in the second sentence of subarticle M.08.01-7(g) Certification, change "MAT 073(PC-1)" to "MAT 314(PC-1)"</i>	July17
M.08.03	636	1. <i>in the last sentence of subarticle 1. Bedding Material, change "Article M.01.01" to "M.01.02"</i> 2. <i>change the last sentence under subarticle 2. Aggregates for Underdrain as follows: "Broken Stone or Screened Gravel: The crushed stone shall meet the gradation requirements of Table M.01.02-2 for Size No. 8 coarse aggregate."</i>	Jan17
M.10.02	644	<i>in the last sentence of subarticle 9. PLASTIC BLOCKOUTS, change "Material Certificate" to "Materials Certificate"</i>	Jan17
M.12.02 M.12.04	654	1. <i>change the only sentence in M.12.02-4. Special Riprap as follows: "The crushed stone shall meet the gradation requirements of Table M.01.02-2 for No. 3 coarse aggregate."</i> 2. <i>in the second sentence in M.12.04-1. Waterproofing Asphalt, correct typographical error: "mrrt" should be "meet"</i>	Jan17
M.12.06	655	<i>delete the only sentence in the next to last paragraph of subarticle 1. Granite Curbing, "For straight curbing,..."</i>	Jan17
M.12.07	656	<i>in the only sentence of subarticle 3. Gravel Base, change "gravel fill" to "granular fill"</i>	Jan17
M.12.13	657	<i>in the first sentence, change "Material Certificate, Certificate of Compliance and Certified Test Report" to "Materials Certificate and Certified Test Report"</i>	Jan17
M.16.04	685	<i>in the second sentence in subarticle (m) Fabrication, change "materials certificates" to "Materials Certificates"</i>	Jan17
M.16.05	688	<i>in the second sentence in subarticle 2.(e) Fabrication, change "materials certificates" to "Materials Certificates"</i>	Jan17
M.17.01	710	<i>in the last sentence of subarticle 2.(a) change "USASI" to "ANSI"</i>	July17
M.17.01	712	<i>in the last sentence of subarticle (c) under 4. Adhesive Bonding, change "Material Certificates" to "Materials Certificates"</i>	Jan17
LIST OF STANDARD PAY ITEMS, ENGLISH/METRIC CONVERSION CHARTS, INDEX			
N/A	728	<i>in the LIST OF STANDARD PAY ITEMS, delete "5.03, Maintaining Existing Bridge, I.s."</i>	July17
N/A	730	<i>in the LIST OF STANDARD PAY ITEMS,</i> 1. <i>add "8.03, Paved Apron, s.y."</i> 2. <i>delete "8.16, Granite Slope Curbing (Size), I.f." and "8.16, Curved Granite Slope Curbing (Size), I.f."</i>	Jan17



<u>Section or Article</u>	<u>Book Page #</u>	<u>Please make the following Corrections:</u>	<u>Date</u>
N/A	730	in the <b>LIST OF STANDARD PAY ITEMS</b> , 1. <i>delete</i> "9.08, Farm Wall Fence, l.f." 2. <i>change</i> "9.10, Metal Beam Rail R-B 350 (Type I, II or III), ea." to "9.10, Metal Beam Rail <b>Span Section</b> (Type II or III), ea." 3. <i>change</i> "9.10, Convert Metal Beam Rail (Type) to Metal Beam Rail (Type), l.f." to "9.10, Convert Metal Beam Rail (Type) to (Type), l.f."	July17
N/A	731	in the <b>LIST OF STANDARD PAY ITEMS</b> , <i>delete</i> "9.25, Pavement for Railing, s.y."	July17
N/A	733	in the <b>LIST OF STANDARD PAY ITEMS</b> , <i>delete</i> "12.16, (Width) Black Epoxy Resin Pavement Markings, l.f." and <i>delete</i> "12.16, Black Epoxy Resin Symbols and Legends, s.f."	Jan17

**SECTION 1.01**  
**DEFINITION OF TERMS AND**  
**PERMISSIBLE ABBREVIATIONS**

*Replace Article 1.01.01 with the following:*

**1.01.01—Definitions:** In these specifications, unless the context requires otherwise, words of the masculine gender include the feminine and the neuter, and, when the sense so indicates, words of the neuter gender may refer to any gender. Where appropriate, words in the singular form shall be deemed to include the plural, and words in the plural form to include the singular.

**ADDENDUM:** Contract revisions developed and incorporated into the contract after bid advertisement and before the opening of bid proposals.

**AIR OPERATIONS AREA:** Any paved or unpaved area of the airport used or intended to be used for the unobstructed movement of aircraft. These movements shall include landings, takeoffs, and surface maneuverings.

**AWARD:** The Department's acceptance in writing of the proposal of the lowest responsible bidder for the work, subject to the execution and approval by the Department of a contract therefor and the provision by the bidder of performance and payment bonds to secure the performance thereof which are acceptable to the Commissioner, and to such other conditions as may be specified by the Department or required by law.

**BID:** The submission of a proposal for the work contemplated.

**BID ADVERTISEMENT:** A public announcement soliciting bids for a contract for work to be performed or materials to be furnished.

**BID MANUAL:** "The State of Connecticut Department of Transportation Construction Contract Bidding and Award Manual," copies of which are available from the Department's Division of Contracts and at the following link: <http://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258>

**BIDDER:** Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative

**CALENDAR DAY:** Every day shown on the calendar, Sundays and holidays included.

**CATALOG CUT (PRODUCT DATA):** Document(s) with information such as manufacturer's product specifications, manufacturer's installation instructions, standard color charts, wiring diagrams showing factory-installed wiring, printed performance curves and operational range diagrams. Product data that must be specially prepared because standard printed data is not suitable shall be considered shop drawings.

**CERTIFICATE OF COMPLIANCE:** The formal document issued at the completion of a project by the State Building Inspector's representative. The document is often referred to informally as a "Certificate of Occupancy," "C.O.C." or "C.O."

**CHANNEL:** A channel shall be interpreted to mean a natural or artificial watercourse having an average width at the bottom, after excavation, of 4 feet or more.

**COMMISSIONER:** State of Connecticut Transportation Commissioner acting directly or through a duly-authorized representative.

**CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL:** This Department of Energy and Environmental Protection (DEEP) Bulletin is intended to provide information to government agencies and the public on soil erosion and sediment control.

[http://www.ct.gov/deep/cwp/view.asp?a=2720&q=325660&deepNav\\_GID=1654%20](http://www.ct.gov/deep/cwp/view.asp?a=2720&q=325660&deepNav_GID=1654%20)

**CONNECTICUT STORMWATER QUALITY MANUAL:** This DEEP publication provides guidance on measures necessary to protect waters of the State from adverse impacts of post-construction stormwater runoff. [http://www.ct.gov/deep/cwp/view.asp?a=2721&q=325704&depNav\\_GID=1654%20-%20download](http://www.ct.gov/deep/cwp/view.asp?a=2721&q=325704&depNav_GID=1654%20-%20download)

**CONSTRUCTION ORDER, CHANGE ORDER:** A written order signed by the Engineer for a contractor to perform work or provide supplies stipulated therein at the price or upon the basis of payment set forth therein.

**CONTRACT:** The agreement covering the performance of the work and the furnishing of materials required for the construction of the Project. The Contract shall be deemed to include the "Plans," "Specifications" (*i.e.*, the Department's "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction" which is in effect on the date of the Bid Advertisement), "Construction Orders," and such other provisions as may be incorporated into the agreement, in addition to the contents of the bound contract containing the schedule of prices, signature sheet, addenda, special provisions, required federal and state provisions, supplemental specifications, labor and wage schedules, permits and other such

material.

**CONTRACTOR:** When the word is capitalized, the party of the second part to the Contract, acting directly or through its agents or employees. When this word is not capitalized, it is to be taken in its more general sense.

**CULVERT:** A covered channel or a large pipe for carrying a watercourse below ground level, usually under a road or railway.

**DEPARTMENT:** State of Connecticut Department of Transportation.

**DESIGNER:** A duly-authorized representative of the Engineer, responsible for the design of the Project.

**DRAINAGE DITCH:** A paved or unpaved, artificially-constructed open depression having an average width of less than 4 feet at the bottom, after excavation, constructed for the purpose of carrying off surface water.

**ENGINEER:** The Commissioner or Deputy Transportation Commissioner, acting directly or through a duly-authorized representative.

**EXECUTION OF CONTRACT:** The date of execution of the Contract by the Department is the date on which the Department's authorized signatory signs the Contract on behalf of the Department.

**EQUAL:** A material, device, type of equipment, or method other than what is specified in the Contract, which is a recognized equivalent in substance and function for that specified thing, taking into account quality, workmanship, economy of operation, durability, and suitability for purposes intended, provided that the proposed equivalent would not require or constitute a change in Contract work.

**FIXED COSTS:** Any labor, material and equipment costs directly incurred for the item or items under consideration, which are necessary for the fulfillment of Contract requirements and which remain constant regardless of the quantity of the work done.

**HIGHWAY:** A general term denoting a public way used for vehicular travel. When referred to in the Contract, it signifies the whole right of way reserved for or secured by the Department for use in constructing or maintaining a roadway and its appurtenances.

**INSPECTOR:** A duly-authorized representative of the Engineer, assigned to make inspections of the work performed and materials furnished by the Contractor.

**LABORATORY:** Unless another laboratory or type of laboratory is indicated, the official testing laboratory of the Department.

**LIQUIDATED DAMAGES:** The amount prescribed in the Contract specifications, to be paid to the State or to be deducted from any payments due or to become due the Contractor, for a specified time unit delay in completing the whole or any specified portion of the work beyond the time allowed in the Contract.

**MAJOR ITEM:** An individual Contract item, whose value at the time of bidding (either lump sum price or the product of its unit price multiplied by its estimated quantity) is equal to or greater than 10% of the total original Contract bid price shall be considered a Major Item.

**MANAGER OF CONTRACTS:** The Transportation Manager of Contracts, who is the head of the Department's Division of Contracts, and whose office is located at the headquarters of the Department at 2800 Berlin Turnpike, Newington, CT.

**MATERIAL:** Any substance specified in the Contract for use in the construction of the Project, including appurtenances of products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the work.

**MINOR ITEM:** An individual Contract item that is not a Major Item.

**MUNICIPALITY:** City, town or county.

**NOTICE TO PROCEED:** A written notice issued by the Engineer to the Contractor stating the date on which the Contractor is authorized to commence and proceed with the Contract work.

**PAVEMENT STRUCTURE:** The combination of sub-base, base course and surface course placed on subgrade to support and distribute the traffic load.

**PLANS:** All drawings or reproductions of drawings supplied by the Department to the Contractor pertaining to the construction or details of the Project.

A. Standard Sheets – Standardized plans containing details approved by the Department and the

FHWA, for construction of a given type on any project, included in contracts on an as-needed basis.

**PRODUCT DATA (CATALOG CUT):** Document(s) with information such as manufacturer's product specifications, manufacturer's installation instructions, standard color charts, wiring diagrams showing factory-installed wiring, printed performance curves and operational range diagrams. Product data that must be specially prepared because standard printed data is not suitable shall be considered shop drawings.

**PROJECT:** All work included under one Department contract, notwithstanding the occasional use by the Department of multiple project numbers for the work included within one contract.

**PROJECT SITE (or SITE):** The space available to the Contractor, under the Contract, for performing construction activities. The extent of the Project site is as indicated on the plans or elsewhere in the Contract.

**QUALIFIED PRODUCTS LIST (QPL):** A report that has been developed as a means for determining what products, suppliers, manufacturers, equipment and methodologies may be used on construction projects. This report can be located on the CT Department of Transportation Website:

<http://www.ct.gov/dot/cwp/view.asp?a=1387&q=259630>

**RECLAIMED CONCRETE AGGREGATE:** Reclaimed waste consisting of crushed and graded concrete removed from pavements, structures, or buildings. Metal may be acceptable only where it is contained as reinforcement within small fragments of concrete; *e.g.*, metal projecting from concrete fragments would be unacceptable. All such material trucked from beyond the limits of the Project must be accompanied by a Materials Certificate and Certified Test Report indicating that the material is environmentally acceptable and structurally sound in accordance with Section 1.06.07, unless the source of the material is a Department Project and that source is acceptable to the Engineer.

**RECLAIMED MISCELLANEOUS AGGREGATE:** Glass-free and clinker-free reclaimed waste, which has been crushed, graded and blended, as specified in the Contract, with natural crushed stone or gravel. Metal may be acceptable only where it is contained as reinforcement within small fragments of concrete; *e.g.*, metal projecting from concrete fragments would be unacceptable. All such material trucked from beyond the limits of the Project must be accompanied by a Materials Certificate and Certified Test Report indicating that the material is environmentally acceptable and structurally sound in accordance with Section 1.06.07, unless the source of the material is a Department Project and that source is acceptable to the Engineer.

**RECLAIMED WASTE:** Debris from the demolition of buildings, structures, and pavements; residue from incineration and recycled glass. Acceptable material shall include concrete, bituminous concrete, glass, ceramics, brick, pavement sub-base and base courses, and clinker from resource recovery plants. Metal may be acceptable only when it is contained within large fragments of concrete. Reclaimed waste trucked from beyond the limits of the Project must be accompanied by a Materials Certificate and Certified Test Report indicating that the waste is environmentally acceptable and structurally sound in accordance with Section 1.06.07, unless the source of the material is a Department Project and that source is acceptable to the Engineer.

**RIGHT-OF-WAY:** A general term denoting land, property of interest therein, usually in a strip, acquired for or devoted to transportation purposes.

**ROADBED:** The graded portion of a highway, including portions within the top and side slopes, which have been prepared as a foundation for the pavement structure and shoulders.

**ROADWAY:** The portion of the highway, including shoulders, which may be used for vehicular travel within the Project limits.

**SHOP DRAWINGS:** Drawings, including proposed details, diagrams, schedules, procedures and other supporting data, prepared by a Contractor to supplement the Contract documents, showing all information necessary for fabrication of items for which some specific design or detail appears in the Contract.

**SHOULDER:** The portion of the roadway adjacent to the traveled way that can accommodate stopped vehicles for emergency use, and that provides lateral support of base and surface courses.

**SPECIFICATIONS:** The Department's written provisions and requirements for the performance of the Contract, contained in or incorporated by the Contract.

A. *Standard Specifications*—A set of specifications approved by the Department for general application and repetitive use, entitled the "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction" found at the following link:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>

B. *Supplemental Specifications*—Approved additions to and revisions of the Standard Specifications.

C. *Special Provisions*—Other Department specifications applicable to an individual project.

**STATE:** State of Connecticut.

**SUBCONTRACTOR:** Any individual, firm, partnership or corporation to which the Contractor sublets, with the approval of the Commissioner, any part or parts of the Project covered by the Contract.

**SUBSTANTIAL COMPLETION:** The date at which the performance of all work on the Project has been completed except minor or incidental items, final cleanup, work required under a warranty and repair of unacceptable work, and provided the Engineer has determined that:

A. The Project is safe and convenient for use by the public, and

B. All traffic lanes including all safety appurtenances are in their final configuration, and

C. Failure to complete the work and repairs excepted above does not result in the deterioration of other completed work, and provided further, that the value of work remaining to be performed, and cleanup is less than 1% of the estimated final Contract amount, and

D. If applicable, a Certificate of Compliance has been issued.

**SUBSTITUTE:** A replacement for a specified material, device, type of equipment, or method, which is sufficiently different in substance and function, quality, or workmanship to constitute a change in the Contract work.

**SUBSTRUCTURE:** All of that part of the bridge below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, including backwalls, wingwalls and any protective railings mounted on the wingwalls.

**SUB-SUBCONTRACTOR:** Any individual, firm, partnership or corporation to which a subcontractor sublets, with the approval of the Commissioner, any part or parts of the Project covered by the Contract.

**SUPERSTRUCTURE:** The entire bridge except the substructure.

**UTILITY:** Any public service company and the plant of such a company or similar facilities. Such companies may consist of, but not be limited to, companies selling or controlling the sale, distribution or use of water, gas, electricity, communications systems, sewers and railroad lines. Such facilities may consist of, but not be limited to, wires, cables, ducts, pipes, manholes, transformers, poles, towers and tracks.

**WORK:** The provision of labor, materials or services necessary for or relating to the design and construction of the Project.

**WORKING DRAWINGS:** Drawings, calculations, procedures and other supporting data prepared by a Contractor, documenting the Contractor's proposed design, details, materials, construction methods and equipment for any construction for which no specific design or detail appears in the Contract.

**SECTION 1.04  
SCOPE OF WORK**

*Replace Section 1.04 in its entirety with the following:*

**SECTION 1.04  
SCOPE OF WORK**

**1.04.01—Intent of Contract**

**1.04.02—Changes in Quantities of Pay Items, Including Elimination of Such Items**

**1.04.03—Changes in Quantities and Significant Changes in the Character of Work**

**1.04.04—Differing Site Conditions**

**1.04.05—Extra Work**

**1.04.06—Removal and Disposal of Structures on the Work Site**

**1.04.07—Rights in and Use of Materials Found on the Work Site**

**1.04.01—Intent of Contract:** The Contract directs and obliges the Contractor to perform the Project described in strict compliance with the Contract terms, including its specifications, plans, special provisions, and other Contract documents. If the Engineer revises any of those terms in writing during the life of the Contract, the Contractor must comply with said revised terms. Among other things, the Contract obliges the Contractor to perform all Project work in conformity with the lines, grades, typical cross-sections, dimensions, and other data shown on the plans and other Contract documents. The Department will pay the Contractor only for work (including materials necessary for that work, whether or not they are incorporated into that work) that the Contractor has actually performed under a Contract pay item, and only if the Engineer has accepted said work. (See 1.02.03 herein.) (The Contract as it existed when first duly executed by the Engineer is sometimes referred to herein as “the original Contract.”)

**1.04.02—Changes in Quantities of Pay Items, Including Elimination of Such Items:** The quantities given in the original Contract for Contract pay items are only estimates of the quantities of those items that may be required for Project completion. (The quantities for given pay items in the original Contract are sometimes referred to herein as the “estimated quantities” or “original quantities.”) A change in the original quantity of a Contract pay item (whether an increase or decrease of the quantity) shall be deemed to have occurred when the Engineer explicitly orders said change of quantity or when the change of quantity has been necessitated by a construction order or other written direction issued by the Engineer to the Contractor.

A Contract pay item shall be deemed a Major Item if the item’s lump sum priced in the original Contract, or its original quantity multiplied by its unit price in the original Contract, is equal to or greater than 10% of the original Contract’s total bid price. All other Contract items shall be deemed Minor Items.

The provisions of 1.04.03 herein shall govern changes in compensation related to a “significant change” in Contract work (as such changes are defined in 1.04.03) necessitated by a written order of the Engineer.

The provisions of 1.04.04 herein shall govern changes in compensation related to any differing site condition encountered by the Contractor that affects its performance of Contract work.

The provisions of 1.04.03 or 1.04.04 shall govern in any case in which they conflict with another provision of the Contract.

If the Engineer and the Contractor together determine that a particular change in compensation to the Contractor should be made due to a change in a Contract pay item quantity (including an item’s complete elimination), they may make that change in compensation by a written agreement to do so.

**Changes in Quantities to Minor Items:**

**(a) Quantity Increases of More Than 25% over Original Quantity:** If the actual quantity of work authorized and accepted by the Engineer under a Contract pay item exceeds the item’s original quantity by 25%, the Department will pay for the quantity in excess of 125% of the original quantity in one of the following three ways. (One-time fixed costs for which the Department has already reimbursed the Contractor in paying for 125% of the original quantity shall not be included in a calculation of the actual cost of the excess units.)

- (1) Pay for the aggregate excess units on a cost-plus basis as provided in 1.09.04.
- (2) Adjust the unit price by the increase or decrease in the unit price for the excess units, which shall be the difference between the original Contract unit price and the actual unit cost (calculated on a cost-plus basis as provided in 1.09.04) of the excess units, said difference to be calculated as of the time when work under the item was completed.

(3) Pay for the units in any other manner agreed on in writing by the Engineer and the Contractor. If, however, the aggregate payment for the units in excess of 125% is less than \$25,000 (using the original Contract unit price for the calculation) the Engineer will not adjust that unit price.

**(b) Quantity Decreases of More Than 25% below Original Quantity:** If the actual quantity of a Contract pay item authorized and accepted by the Engineer is less than 75% of the item's original quantity, the Engineer will not adjust the original Contract unit price for said item unless the Contractor makes a written request to the Engineer for such adjustment and the Engineer grants it in writing. If the Engineer grants such a request, the Engineer will adjust the price for each accepted unit of said item performed or provided in one of the following three ways:

- (1) Pay for the total item units actually performed or provided in the aggregate units on a cost-plus basis as provided in 1.09.04.
- (2) Adjust the unit price by any increase in the unit price for the deficit units, which shall be the difference between the original Contract unit price and the actual unit cost (calculated on a cost-plus basis as provided in 1.09.04) of the total units performed or provided, said difference to be calculated as of the time when work under the item was completed.
- (3) Pay for the item units performed or provided in any manner agreed on in writing by the Engineer and the Contractor.

In no instance however, shall the unit price paid for the number of units performed or provided, when their quantity has been decreased by more than 25% of the original quantity, be less than their original unit price; and in no instance shall the aggregate payment for such a decreased quantity of items be more than the Engineer would have paid for the performance or provision of 75% of the original quantity at the original unit price.

Regarding treatment of eliminated Contract items, refer to 1.09.05 herein.

**1.04.03—Changes in Quantities and Significant Changes in the Character of Work:**

- (i) The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
  - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - (B) When a Major Item of work, as defined elsewhere in the Contract, is increased in excess of 125% or decreased below 75% of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

**1.04.04—Differing Site Conditions:**

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the Site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the Site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Site is disturbed and before the affected work is performed.
- (ii) Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of

the determination whether or not an adjustment of the Contract is warranted.

- (iii) No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
- (iv) No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

**1.04.05—Extra Work:** Unforeseen work made necessary by the Engineer's changes of the Contract plans or specifications, or work that is necessary for completion of the Project, but for which no price is provided in the Contract, shall be done in accordance with the requirements of the specifications and as directed by the Engineer. The Engineer shall notify the Contractor of the necessity for such extra work, stipulating its character and extent, and shall notify the Contractor as to whether the Engineer wants the Contractor to propose a unit price or, lump sum price, or to perform the extra work on a cost-plus basis in accordance with 1.09.04. The Engineer need not solicit any price for the extra work from the Contractor, but may, in any event, simply order the Contractor to perform the extra work on a cost-plus basis. If the Engineer does solicit from the Contractor a unit or lump sum price for the extra work, the Contractor must propose such a price in writing within 5 days of the Engineer's request for one.

The Contractor's price proposal shall be itemized and reasonably detailed, and shall include all known or anticipated direct and indirect costs of the work, including but not limited to, the costs of all safety and other equipment, small tools, labor, subcontractor quotes, consumables, field office overhead, home office overhead, insurance, bonding, and profit.

The character and extent of the extra work, together with the basis of compensation, shall be communicated to the Contractor by means of a construction order which, when signed by the Engineer, shall become a part of the Contract. If a Contractor objects to any portion of a construction order submitted to it, the Contractor must, within 15 days of its receipt of said order, return the order with a letter to the Department's Assistant District Engineer administering the Contract, describing specifically what portions of the order the Contractor finds objectionable, the nature of its objections, and the bases for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the construction order.

If the Engineer changes the scope of Contract work, the Contractor shall submit a proposed revised schedule and a cost revision proposal, which takes all such changes into account, if the Contractor believes that such revisions are warranted. If the schedule is to be revised, it will be revised in accordance with 1.08.08.

**1.04.06—Removal and Disposal of Structures on the Work Site:** All structures on the Project site which are not to remain on the Project site after completion of the Project shall be removed from said site and disposed of by the Contractor once it is no longer needed for the Project, and any such structure shall then become the property of the Contractor, except as otherwise required or provided by 1.10.07.

**1.04.07—Rights in and Use of Materials Found on the Work Site:** Upon written request of the Contractor and with the written approval of the Engineer, subject to limitations which may be set forth within such approval, any stone, gravel, sand, topsoil or any material from existing bridge substructures, buildings, or other structures, found within the limits of the Project may be excavated or removed and used by the Contractor on the Project, provided that said materials meet the requirements of the specification for such materials. Any materials excavated or removed shall not be taken off the Project site unless the Engineer in writing specifically authorizes such action. The following conditions shall govern these matters:

1. Excavation or removal of materials that would necessarily be excavated or removed in making the improvement will be paid for at the applicable Contract unit prices; and, in addition, the item for which this material is used will also be paid for at its Contract unit price. The Contractor will not be charged for such materials. The Contractor shall, without compensation, place in the embankment or elsewhere, as appropriate, sufficient suitable material to fill the space that the excavated materials would have occupied, unless otherwise directed by the Engineer.
2. The excavation or removal of materials that are not required to be excavated or removed in connection with the Contract work will not be paid for; and the Contractor will be charged for such materials at a negotiated unit price. The item for which this material is used will be paid for at its Contract unit price. The Contractor shall, without compensation, backfill with accepted material the space that the excavated materials had occupied, to the satisfaction of the Engineer, unless otherwise directed by the Engineer.

Surplus material shall be removed from the Project only with the Engineer's written permission. The Engineer may determine that such material is not surplus, and may order that it be incorporated into the Project.



**SECTION 1.05  
CONTROL OF THE WORK**

*In the list of Articles, change the titles of 1.05.03 “Conformity with Plans and Specifications” and 1.05.14 “Termination Clause” as follows:*

**1.05.03—Conformity with Plans and Specifications (including Quality Control)****1.05.14—Termination for Convenience**

*Replace Article 1.05.03 with the following:*

**1.05.03—Conformity with Plans and Specifications (including Quality Control):** The Contractor shall perform all work and provide all materials in conformity with the lines, grades, cross-sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the Contract specifications, or as directed by the Engineer.

**Quality Management Plan:** The Contractor shall maintain and implement a written Quality Management Plan (QMP). The QMP shall document the overall internal quality control operating procedures for the Contractor to meet or exceed Contract requirements. The details of the QMP must discuss how the Contractor will ensure that:

- Work processes are performed efficiently and as documented
- Work processes out of conformance are quickly identified
- Corrective action is quickly taken to bring such work processes back into conformance

The QMP must include the following components:

- Identification of Contractor staff and their specific duties and responsibilities with regard to execution of the QMP
- Standard operating procedures and frequency of quality control inspection and testing used to measure quality before, during and after those procedures
- Action plan for reporting and reacting to nonconformance and quality control issues

The Contractor shall furnish a copy of the QMP to the Engineer prior to the start of the work. The Contractor must revise the QMP if, as determined by the Engineer, the Contractor’s procedures prove to be inadequate or ineffective in producing work that meets the Contract requirements. Failure of the Contractor to comply with the provisions of this Article may result in a suspension of work in whole or in part. The Department will not grant the Contractor additional Contract time or compensation in connection with such a suspension.

*Change the title of Article 1.05.14 “Termination for Convenience Clause” as follows:*

**1.05.14—Termination for Convenience:**

**SECTION 1.07**  
**LEGAL RELATIONS AND RESPONSIBILITIES**

*Replace Article 1.07.09 with the following:*

**1.07.09—Protection and Restoration of Property:** The Contractor shall not enter upon public or private property for any purpose without having obtained written permission to do so from the owner of such property, and having provided the Engineer with a copy of same. The Department is not, and may not be deemed a party to any agreement between the Contractor and a property owner unless the Department executes said agreement.

The Contractor shall use every reasonable precaution to avoid disturbing or damaging public or private property, including, but not limited to, trees and monuments. The Contractor shall use suitable precautions to avoid disturbing or damaging underground or overhead structures or facilities, whether or not they are shown on the plans.

If the Project requires the moving or removal of a land monument or property marker, the Contractor shall not disturb it until a duly-authorized agent of the public or private property's owner has witnessed or recorded the monument or marker's location. The Contractor shall not move or remove such property until and unless directed to do so by the Engineer.

The Contractor shall not remove, cut, injure or destroy trees or shrubs without the Engineer's prior approval.

The Contractor shall be responsible for all damage to property resulting from any act, omission, neglect or misconduct in the Contractor's manner or method of executing its work, or due to its defective work or materials. When or where any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Project work, the Contractor shall restore, at its own expense, such property to a condition as close as possible to that which existed before such damage was done, by repairing, rebuilding or otherwise restoring the property, as may be directed by the Engineer; or the Contractor shall make good such damage in another manner acceptable to the Engineer. If the Contractor fails to restore such property or make good such damage in a way acceptable to the Engineer, the Engineer may, upon 48 hours' notice, proceed to have such property repaired, rebuilt or restored as he may deem necessary; and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract or under any other contract(s) that the Contractor may have with the State.

The Engineer shall mark the locations of underground facilities belonging to the State when given 72 hours' (excluding Saturdays, Sundays, and State holidays) notice by the Contractor that it will be excavating or driving material into the ground near such facilities as a part of necessary Contract work. After the Engineer marks the location of such facilities, it will be the Contractor's responsibility to maintain the location markers until no longer needed. Repairs of State facilities located further than 1 ft from the line delineated by such markers shall be paid for by the State.

*Replace Article 1.07.18 with the following:*

**1.07.18—Use of State Property:** The Contractor may not use State property for any purpose or activity other than carrying out the construction activities required by the Contract, except with the prior written consent of the Engineer.

Such other activities, which require the Engineer's advance consent, include, but are not limited to, the establishment of staging areas, storage areas, asphalt plants, concrete plants, or gravel/borrow pits; or the conduct of screening, crushing, manufacturing, or mining operations.

Any permitted use of the Project site or other State property for such other purposes or activities must be for the performance of the specific Contract only, and must be at no cost to the State. In addition, the Contractor may not assert or bring any claim or formal proceeding for damages or additional compensation based on either the approval or denial of a request to make such use of the Project site or other State property.

Under no circumstances shall the bulk storage of fuel or lubricants by the Contractor or its agents be permitted on State property.

The Contractor shall not conduct work process or store any construction materials or supplies of such types, quantities or configuration, either individually or in total, on, under or near a structure, that creates an unreasonable risk of substantial damage to State property.

The Contractor shall not store any hazardous materials on State property other than those that are integral to the Contractor's performance of the Contract, as allowed by the Contract and in accordance with 1.10, or in writing from the Engineer. The Contractor shall have the responsibility and duty to ensure the proper storage, handling, management and disposal of any such hazardous materials. The Contractor shall be liable to the Department for all remedial or punitive costs, damages or penalties incurred by the Department as a result of the Contractor's failure to fulfill this duty.

The Engineer may require environmental testing of the affected site at the Contractor's expense both prior to and upon completion of the Contractor's permitted use of the site or of other related State property. The Contractor shall be responsible for ensuring that such a site is restored to the condition required by the Engineer and that all contaminants deposited on the site by the Contractor or its agents are removed and properly disposed of. All such restoration and removal activities must be carried out at the Contractor's expense, and must be carried out in accordance with the provisions of the Department's Required Best Management Practices, any applicable environmental permits, and all other applicable State or Federal laws or regulations.

The Contractor must submit any request to use State property for a staging or storage area to the District Engineer at the District Construction Office. The following information, at a minimum, must accompany such written request:

- (a) A detailed description of the proposed operation or use of State property.
- (b) A site plan detailing the proposed location of any operations, materials, or facilities related to the requested use, including any appropriate sedimentation or erosion controls.
- (c) An area plan detailing anticipated ingress to and egress from the site of the proposed activity or the Project site, as appropriate, and indicating the location of and proximity to residential or occupied buildings in the vicinity.
- (d) Copies of any related, required or affected environmental permits.
- (e) A detailed listing or description of the anticipated dates and hours of the proposed operations or activities.
- (f) Photo documentation (a minimum of 12 - 8 inch x10-inch color photographs) as follows:
  - (i) the preconstruction condition of each site of the proposed activities and
  - (ii) adjacent property at the boundaries of those areas.

If the site to be used or affected is State property that lies outside of any Department right-of-way, the Contractor must also obtain from other State agencies all necessary or appropriate authorizations for the proposed use(s) of State property.

Any request by the Contractor relating to a proposed use of State property for activities other than the establishment of a construction staging or storage area must also be submitted to the District Engineer at the District Construction Office, and must include the same information required by (a) through (f) of the preceding paragraph. In addition, in connection with such other requests, the Contractor must submit to the District Engineer

- (a) written confirmation from the municipality or municipalities in which each affected site is located that each such municipality has no objection to the proposed use or activity; and
- (b) a license agreement with the Department, executed by the Contractor, on terms acceptable to the Department, defining the nature and scope of the proposed use or activity.

Gore areas are not available for disposal of surplus material.

For any request to establish or operate an asphalt batching or continuous mix facility, the Contractor must also provide to the District Engineer at the District Construction Office a map detailing the outermost perimeter of the proposed facilities and operations, showing all related and potentially-affected structures, land uses, watercourses, wetlands, and other areas of environmental concern within 1/3 of a mile of the facility or operation perimeter. No such facility will be permitted on State property where any hospital, nursing home, school, area of environmental concern, watercourse, or residential housing exists within the perimeter of 1/3 mile from the facility or operation (as per Public Act 98-216).

**SECTION 1.08**  
**PROSECUTION AND PROGRESS**

*In the list of Articles, change the title of 1.08.10 "Annulment of Contract" as follows:*

**1.08.10— Termination of Contract for Cause**

*Replace Article 1.08.08 with the following:*

**1.08.08—Extension of Time:** The Contractor may present to the Engineer a request in writing for an extension of Contract time if the time necessary for completion of the Project has been increased due to extra or added work or delays resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, except for weather or seasonal conditions (unless extraordinary and catastrophic). Such causes include, but are not limited to, natural catastrophes, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, the presence of utility facilities (including railroads), fires, strikes, floods, or delays by suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or such suppliers.

The Contractor's plea that insufficient Contract time was allowed under the Contract before commencement of the Project is not a valid reason for extending the Contract time. Requests for an extension of time with adequate substantiation must be presented within 60 calendar days from the event that is the basis of the request or from the first effect of such an event on the Project. The Contractor will be responsible for providing all the documentation necessary to support the reasonableness of the additional time requested. This shall include a Critical Path Method Schedule Analysis and accompanying narrative that includes the specific dates and number of days for which the extension is sought, the basis or bases for the extension, and the schedule analysis illustrated in a graphic representation of the schedule impacts such as a bar chart or other type of graphical schedule. The critical path is a sequence of activities in a project wherein none of the activities can be delayed without affecting the final project end date.

Such requests will be considered by the Engineer and granted to the extent that he deems to be fair and reasonable. Requests will not be considered if based on delays caused solely by conditions existing at the time the bids were received and of which the Contractor might reasonably be expected to have had full knowledge at the time, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the Project as to materials, labor, or equipment. For all Project delays or time increases, except as provided below, additional Contract time is the sole remedy that the Contractor may have, and such periods of additional Contract time shall be deemed "Non-Compensable Delays." For delays caused by the State in its Contractual capacity, the Contractor may, in addition to a time extension, request additional compensation to reimburse it for damages sustained as a direct result of such delay, and such periods of extended Contract time may be deemed "Compensable Delays."

The period of compensable delay is limited as follows:

- (1) it may not include time more than 60 days prior to the Engineer's receiving written notice from the Contractor, with adequate substantiation, of its intent to claim damages for the delay, and
- (2) it may not include periods of delay for which the State was responsible, but during which the Contractor experienced concurrent delays for which the State was not responsible.

Damages for periods of Project delay for which the State had sole responsibility shall be limited to the increased costs incurred by the Contractor (which shall not include lost profits), which the Contractor substantiates and which the Contractor shows were caused by such delays.

If an approved extension of Contract time extends beyond November 30, the number of days of the approved extension remaining on that date will not begin to run again until the following April 1.

The Critical Path Method Schedule Analysis shall include at a minimum:

1. The manner in which the Contractor planned to construct the Project, in terms of activities, logical interrelationships of activities, work sequences, activity durations, and calendars.
2. The actual duration and sequences of the activities, based on what actually occurred on the Project.
3. The variances between the planned and actual performance of the work, listed in a chronological and cumulative manner, summing to the net total delay on the Project at the time of the request.
  - a. The causes of the variances between the planned and actual performance of the work, specifically

- allocating legal responsibility for each to either the Department or the Contractor.
- b. The effects of the variances in work sequences, activity durations, manpower, and resources on the incurred costs of the affected party or parties.
  4. An identification analysis of the causes of any concurrent delays on the Project.
  5. Statements as to whether the time extension days sought are compensable or non-compensable, along with a specific statement of any compensation requested in connection with the time extension. Any request for a time extension that does not include a corresponding request for compensation will be assumed to be a request for a non-compensable time extension.
  6. All associated analysis documents, worksheets, schedules and contemporaneous documents supporting the Critical Path Method Schedule Delay Analysis.

*Replace Article 1.08.10 "Annulment of Contract" with the following:*

**1.08.10—Termination of Contract for Cause:** The Commissioner may give notice in writing to the Contractor and its surety of any delay, neglect, or default of the Contractor which the Commissioner believes has occurred, including one or more of the following:

1. Failure to begin the Project on the date specified in the Notice to Proceed.
2. Failure to perform the Project with sufficient personnel, equipment or materials to ensure timely Project completion.
3. Unsuitable performance of the Project or failure to perform Project work in accordance with the Contract.
4. Failure or refusal to remove or correct work rejected by the Engineer.
5. Discontinuance of suitable prosecution of the Project for a period of 72 hours, excluding Sundays and holidays, without written authorization to do so from the Engineer.
6. Failure to recommence discontinued work within 48 hours (excluding Sundays and holidays) after being ordered to do so by the Engineer.
7. Insolvency, filing for bankruptcy, or any act or occurrence which may render the Contractor financially incapable of completing the Project.
8. Failure to satisfy any final judgment for a period of 30 calendar days.
9. Making of any assignment for the benefit of creditors.
10. Violation of any provisions of the Contract.
11. Any other cause which, in the judgment of the Commissioner, warrants termination, including, but not limited to, violations of the antitrust or criminal laws, and attempts to deceive or defraud the Department in material matters.

If the Contractor or surety within a period of 10 calendar days after such notice does not proceed in conformance with the directions set forth in the notification, or fails to present a remedial plan of operation satisfactory to the Commissioner, then the Commissioner may, at his discretion, order the surety to complete the Project or, without violating the Contract, take the right to control and prosecute the Project out of the hands of said Contractor and surety. No termination of the Contract for such cause will be deemed to have occurred, however, unless the Commissioner himself or herself (and not merely a designated representative of his or hers) expressly declares it in a writing to the Contractor.

The Department may acquire or rent whatever materials or equipment are necessary in order to complete the Project and may seize and use for purposes of the Project (with any appropriate compensation to the Contractor) any material or equipment that the Contractor acquired or purchased expressly for the Project in accordance with a specific Contract requirement.

The Department may also enter into an agreement, either by negotiation or public letting, for the completion of the Contract according to the terms and provisions thereof, or use such other methods or combinations thereof as in the Commissioner's opinion shall be required or desirable for the completion of the Contract in an acceptable manner. All costs and charges incurred by the Department, in connection with completing the Project under the Contract, or as a result of the Contractor's default, shall be deducted from any monies due to or which may become due to the Contractor. In case such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable for, and shall pay to the State, the amount of the excess.

**SECTION 1.09**  
**MEASUREMENT AND PAYMENT**

*Replace Articles 1.09.04 and 1.09.05 with the following:*

**1.09.04—Extra and Cost-Plus Work:** Extra work shall be performed only under the conditions and subject to the requirements outlined in 1.04.05. Payment for extra work may be made on any unit price or lump sum price or other basis to which the Engineer and the Contractor agree in writing, or the Engineer may order that the Contractor will be paid for the work on the cost-plus basis described in this Article.

The following sets forth the components of the cost-plus basis for making payments:

**(a) Labor:**

- (1) For all labor used by the Contractor for the subject work, the Department will pay the Contractor the wage rate that it actually paid for same, as shown by its certified payroll, which shall be at least the minimum rate established for the Project by the CT Department or the U.S. Department of Labor. For all foremen in direct charge of Project work, the Department will pay the Contractor the actual wage paid to the foremen as shown on the Contractor's certified payroll.
- (2) The Department will reimburse the Contractor for the actual costs paid to, or on behalf of, workers by reason of allowances, health and welfare benefits, pension fund benefits and other such benefits in connection with the subject work, when such amounts are required by a collective bargaining agreement or another employment contract generally applicable to the classes of labor employed on the Project. The Contractor shall certify all such costs in writing to the Engineer.
- (3) For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on Project cost-plus work, the Department will reimburse the Contractor for its actual Project costs. The Contractor shall provide to the Engineer documentation, satisfactory to the Engineer in form and substance, of all such costs.
- (4) The Department will also pay to the Contractor an amount equal to 20% (15% for overhead, 5% for profit) of the total sums described in **(a)** (1) through (3) above.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman, who provides general supervision of Project work, will be included in the above payment calculations, except when the Contractor's organization is entirely occupied with cost-plus work, in which case the salary of a superintendent may be included in said labor item when the nature of the pertinent Project work is such that, in the opinion of the Engineer, a superintendent was required for that work. The Engineer and the Contractor may agree in writing to the allowable rate of pay for such superintendent, or the Engineer may make payment based on such rate as he deems reasonable.

The Engineer reserves the right to determine the number and type of personnel to be employed for the cost-plus Project work.

**(b) Specialized Work:** When the Engineer directs the Contractor to perform specialized work requiring skills, tools and equipment substantially unlike those ordinarily used by the Contractor or its authorized Project subcontractors, the Department will pay the Contractor for the use of a specialist to perform the specialized work. For such specialized services, including materials incorporated into the Project, the Department will pay the Contractor its actual costs, plus additional compensation in accordance with subparagraph (e) below. If so requested by the Engineer, the Contractor shall obtain and submit to the Engineer, prior to performing such specialized work, a minimum of three price quotes for the work.

**(c) Materials:** For all materials necessary for cost-plus Project work, the Department will pay the Contractor its actual cost for such materials, including delivery charges as shown by original receipted bills, plus 15 % of the sum of said cost and charges.

In lieu of receipted bills for materials used for the Project, but which were not specifically purchased for the Project, but rather were taken from the Contractor's stock, the Contractor shall provide to the Engineer an affidavit certifying that such materials were not purchased for the Project, that the materials were taken from the Contractor's stock, that the quantity claimed to have been used on the Project was actually so used, and that the price claimed for the materials reflects their fair market value at the time of their use on the Project. The Department will pay for costs of transporting the materials to the Project site, in accordance with subparagraphs (a) and (d) hereof.

The Department will not reimburse the Contractor for any penalty or charge incurred by the Contractor due to the Contractor's late or delayed payment for the pertinent materials.

**(d) Equipment:** All equipment used for cost-plus Project work must, in the judgment of the Engineer, be

in good working condition and suitable for its Project purpose; and the Engineer reserves the right to determine the size and number of units of equipment to be used for such work. The manufacturer's ratings shall be the basis for all Rental Rate Blue Book classifications used for payment purposes. ("Rental Rate Blue Book" as used in these specifications refers to the current edition of the Rental Rate Equipment Watch Blue Book Services, taking into account all current Rate Adjustment Tables, and amendments thereof.)

Trucks will be classified by cubic-yard capacity.

No percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

The Department will not pay rental rates for small tools needed to complete the cost-plus Project work.

For payment purposes, estimated operating costs per hour from the Rental Rate Blue Book will apply only to the actual time during which the equipment is actively being used to perform cost-plus Project work.

For equipment that is also being used for non-cost-plus Project work, the Department will pay the applicable hourly rate only for the actual time that the equipment was assigned to cost-plus Project work. The applicable period of assignment for each piece of equipment shall start when the equipment commences to be used for cost-plus Project work ordered by the Engineer, and shall end at the time designated by the Engineer.

For equipment brought to the Site exclusively for cost-plus work, the Department will reimburse the Contractor for loading and unloading costs and costs of transporting such equipment to and from the Project site; provided, however, that payment for return transportation from the Site shall not exceed the cost of moving the equipment to the Site. If such a piece of equipment is self-propelled, and is driven to the Site under its own power, then the Department will pay only operating costs and labor costs for its transport to and from the Project site. The Department will not, however, pay for any loading, unloading and transportation costs if the equipment is used for any Project work on the Site other than cost-plus work.

- (1) Owned Equipment: The Department will pay the Contractor the applicable rental rate set forth in the Rental Rate Blue Book for any equipment (1) which the Contractor uses, with the Engineer's authorization, to perform cost-plus Project work, and (2) which is owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor).

The maximum hourly rate to be used in paying for Contractor-owned equipment assigned to cost-plus work shall be the applicable monthly rate in the Rental Rate Blue Book, divided by 176 (176 being the number of working hours per month).

Should the proper completion of the cost-plus Project work require equipment of a type not covered by the Rental Rate Blue Book, the Engineer will determine, and the Department will make payment to the Contractor at, a reasonable rental rate based on relevant rates prevailing in the area of the Project. If practicable, such rates shall be determined by the Engineer before the affected work is begun. If the Contractor proposes that the Engineer use a particular rate in such an instance, the Contractor must disclose to the Engineer the specific sources of, or support for, said rate.

If a piece of equipment owned by the Contractor is assigned to cost-plus Project work, but remains idle for some portion of the period of the cost-plus work, the Department will pay for that idle time at 50% of the applicable rental rate (exclusive of operating costs) in the Rental Rate Blue Book.

For payment purposes, the period of equipment usage shall be deemed to start when the Contractor begins to use the equipment for cost-plus Project work and shall be deemed to end when the equipment is released by the Engineer from use for such work. Any hours during which the equipment is used for work other than cost-plus Project work will be deducted from the pertinent payment period.

For any piece of Contractor-owned equipment assigned to cost-plus Project work, the Department will reimburse the Contractor for an aggregate minimum of 8 hours (of use time, idle time, or a combination thereof) in each 24-hour day (measured from one midnight to the following midnight) during the assignment period. No such reimbursement will be made, however, for Saturdays, Sundays and legal holidays during which the Contractor does no Project work, or for any other day on which the Engineer orders the Contractor to do no Project work. If the equipment is used to perform cost-plus Project work for more than 8 hours in a day, the Department will pay the Contractor at the applicable hourly rate computed on a monthly basis for the actual time of use; however the Department will not pay the Contractor for more than 8 hours of idle time for a piece of equipment during a given day.

The Department shall have the right to limit its aggregate Project payments for idle time for a given

piece of equipment to the replacement value of that equipment.

- (2) **Rented Equipment:** If the Engineer determines that in order to perform the cost-plus Project work the Contractor must rent certain machinery, trucks or other equipment not owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor), the Contractor shall provide to the Engineer in writing, in advance of such rental:

1. the specific nature of the rental(s),
2. the reasons for its need for such rental(s),
3. the anticipated or proposed rental rate(s), and
4. the estimated duration for the use of each piece of such rented equipment.

Proposed rates for such rented equipment must be based on the following:

- A daily rate per hour when the equipment is to be specifically assigned to Project work by the Engineer for a period of 7 consecutive calendar days or less.
- A weekly rate per hour when such assigned time exceeds 7 consecutive calendar days, but does not exceed 21 consecutive calendar days.
- A monthly rate per hour when such assigned time exceeds 21 consecutive calendar days.

The applicable daily, weekly, or monthly rate will be determined at the expiration of 21 calendar days or upon release of the equipment by the Engineer, whichever occurs first. Interruptions of the rental period, when equipment is used for work other than assigned cost-plus work, will not entitle the Contractor to payment at a rental rate that would be applicable to a shorter period that might arguably have been occasioned by such interruptions.

If so requested by the Engineer, the Contractor shall, prior to renting such equipment, obtain and submit to the Engineer in writing a minimum of three rate quotes for rental of the equipment.

The Department will pay the Contractor for such rental at the rate actually paid by the Contractor, provided that the given use and rental rate are acceptable to the Engineer. In order to obtain such payment, the Contractor must provide the Engineer with a copy of the original receipted bill for the rental expenses incurred.

(e) **Administrative Expense:** When extra work is performed on a cost-plus basis by a subcontractor acceptable to the Engineer, the Department will pay the Contractor an additional 7.5% for that work; such payment will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in connection with such work. The Engineer will approve such additional payments only if and when the Contractor provides to the Engineer receipted invoices for all relevant costs.

(f) **Miscellaneous:** The compensation provided for in (a), (b), (c), (d) and (e) above shall be deemed to be payment in full for the extra work, and shall be deemed as full compensation for same, including costs of superintendence, use of small tools, equipment for which no rental is allowed, safety equipment, consumables, field office overhead, home office overhead, bonding, other insurance, and profit. The Contractor's representative and the Engineer shall compare their respective records related to the extra work done on a cost-plus basis at the end of each day. Copies of these records shall be signed by both the Engineer and the Contractor's representative. The Engineer will then forward a copy of same to the Contractor and to any affected subcontractor in accordance with Department procedures. Upon payment of such costs by the Contractor, the Contractor shall immediately furnish the Engineer with original receipted bills covering the costs, including transportation charges, for all materials used for such work.

**1.09.05—Eliminated Items:** The Engineer may eliminate from the Contract any pay unit item, or any portion of Project work contained in a lump sum item by giving written notice of said elimination to the Contractor. Such elimination shall in no way invalidate the Contract.

The Engineer will make final payment to the Contractor for materials at the actual cost of the materials for eliminated pay unit items or portions of work contained in a lump sum item only under the following terms and conditions:

1. the materials were ordered by the Contractor prior to the Engineer's issuance to the Contractor of a written notice of the unit or work's elimination (as evidenced by a dated invoice from the vendor);
2. the materials conformed to all Contract requirements; and
3. the Contractor could not have cancelled its order within 2 days after the issuance of the elimination notice.



Any materials paid for by the Department on these conditions shall then be the property of the State, and the State will assume, or will reimburse the Contractor for, the actual cost of any further handling necessary to deliver said materials to a location designated by the Engineer.

If the relevant materials purchased by the Contractor are returnable to their vendor and if the Engineer so directs, the Contractor shall return the materials to the vendor, in which case the Department will reimburse the Contractor for any reasonable charges made to the Contractor by the vendor for the return of the materials, and for the actual costs to the Contractor of its handling the materials in returning them to the vendor. Such reimbursements by the Department shall be computed as though the work were being paid for on a cost-plus basis under 1.09.04.

If the Engineer determines that an elimination of a pay unit item, or portion of work contained in a lump sum item constitutes a "significant change" in the character of the Contract work, as defined under 1.04.03 necessitated by a written order of the Engineer, the terms of 1.04.03 shall govern the payment to be made in relation to the eliminated item or work.

**SECTION 1.11  
CLAIMS**

*Replace Section 1.11 in its entirety with the following:*

**SECTION 1.11  
CLAIMS**

**1.11.01—General****1.11.02—Notice of Claim****1.11.03—Record Keeping****1.11.04—Claim Compensation****1.11.05—Required Claim Documentation****1.11.06—Auditing of Claims**

**1.11.01—General:** When the Contractor files against the Department or the State a formal claim (a “formal” claim being one that seeks resolution through binding arbitration or court litigation, rather than through negotiation or mediation) under C.G.S Section 4-61 as revised (“Section 4-61”), whether as a Section 4-61 notice of claim, demand for arbitration or as a complaint in the Superior Court, the Contractor must follow the procedures and comply with the requirements set forth in this Section of the Specifications, as well as those set forth in Section 4-61. If this Section sets forth additional, more specific, or demanding requirements than does Section 4-61 in any respect, this Section shall govern the matter. While the requirements of this Section may not strictly apply to informal claims (“informal” claims being those which the Contractor seeks to resolve through negotiations with the Department, in or outside of a mediation) for additional compensation or other relief from the Department, the Contractor should understand that the Department may need and may demand (in which case the Contractor must provide), the same kinds of documentation and other substantiation that are required under this Section for formal claims. In addition, any time extension request submitted as part of a claim, must satisfy the requirements of this provision and those of 1.08.08. It is the intent of the Department to compensate the Contractor for actual increased costs caused by or arising from acts or omissions on the part of the Department that violate legal or contractual duties owed to the Contractor by the Department.

**1.11.02—Notice of Claim:** Whenever the Contractor intends to file a demand for arbitration or a court complaint against the Department under Section 4-61, the Contractor must first notify the Commissioner of the details of said claim, in writing via certified mail (in strict compliance with Section 4-61), and such written notice must contain all pertinent information described in 1.11.05 below.

Once a formal notice of a claim under Section 4-61 has been given to the Commissioner, the claimant may not change the claim in any way, in either concept or monetary amount, except insofar as the claim seeks damages that will continue to accrue after submission of the notice, in ways described and anticipated in that notice.

**1.11.03—Record Keeping:** The Contractor shall keep daily records identifying:

- (1) each aspect of the Project affected by matters related to any claim for additional compensation or relief that the Contractor has filed, intends to file, or has reason to believe that it may file against the Department;
- (2) the specific Project locations where Project work has been so affected;
- (3) the number of people working on the affected aspects of the Project at the pertinent time(s); and
- (4) the types and number of pieces of equipment on the Site at the pertinent time(s).

All events or conditions that have a potential or anticipated effect on the Project’s progress or schedule and that may result in a claim by the Contractor shall be documented contemporaneously with the event or discovery of the pertinent condition(s), or immediately thereafter. If this is not done, the Contractor may not file the related claim and may not be awarded relief upon it. Without such information, the Department and the Office of the Attorney General may not be able to adequately determine what claims have merit or to what extent they have merit, or what amounts of compensation may be warranted and supportable. Moreover, State officials involved in the analytic or negotiation process may not be able to properly substantiate and support the recommendations that they must make to their superiors, including the Attorney General, and sometimes the Governor, in the course of a settlement process.

**1.11.04—Claim Compensation:** If the Contractor proves entitlement for damages, payment shall be

made in accordance with the following provisions:

1. **Compensable Items:** The liability of the Department for claims will be limited to the following specifically-identified items of cost, insofar as they have not otherwise been paid for by the Department (for instance, through payment for extra work, which under 1.04.05 includes overhead and profit), and insofar as they were caused solely by the actions or omissions of the Department or its agents.

The Department will pay for direct labor expenses, direct costs for materials, and direct costs for active equipment use, plus an additional ten percent (10%) of the total amount of such direct costs as payment for home office overhead and profit.

**Compensable delay-related costs:** The Department will pay for any additional field office overhead and idle equipment costs for each day of Project Critical Path delay or suspension caused solely by action or inaction of the Department.

If the Critical Path delay or suspension period is less than 30 calendar days, the Department will pay an additional ten percent (10%) of the additional field office overhead costs as payment for home office overhead and profit. For delays less than 30 calendar days, idle equipment will be paid at 50% of the Rental Rate Blue Book rate.

For delays equal to or longer than 30 calendar days, the Department will pay a per diem rate, calculated as six percent (6%) of the original total Contract amount divided by the original number of days of Contract time, as payment for home office overhead and profit.

In paying for idle equipment equal to or longer than 30 calendar days, the Department will pay for actual equipment costs. Actual equipment costs shall be based upon records kept in the normal course of business and in accordance with generally-accepted accounting principles. Under no circumstances shall Blue Book or other guide or rental rates be used for this purpose (unless the Contractor had to rent the equipment from an unrelated party, in which case the actual rental charges paid by the Contractor, so long as they are reasonable, shall be reimbursed by the Department).

If the final Contract Value is greater than the original Contract Value, any delay-related costs that are compensable under this Article shall be reduced by eight percent (8%) of the difference between the final Contract Value and the original Contract Value.

Such payments for compensable delay-related costs shall be deemed to be complete and mutually-satisfactory compensation for field and home office overhead related to the period of delay or suspension.

Subcontractor costs of any kind, however, may be paid for by the Department only (a) in the context of a negotiated claims settlement or (b) if the Contractor has itself paid or legally-assumed, present unconditional liability for those subcontractor costs.

2. **Non-Compensable Items:** The Department will have no liability for the following specifically-identified non-compensable items:
  - (1) Profit in excess of that provided for herein.
  - (2) Loss of anticipated profit.
  - (3) Loss of bidding opportunities.
  - (4) Reduction of bidding capacity.
  - (5) Home office overhead in excess of that provided for herein.
  - (6) Attorney's fees, claims preparation expenses, or other costs of claims proceedings or resolution.
  - (7) Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these Specifications or elsewhere in the Contract.

**1.11.05—Required Claim Documentation:** All claims shall be submitted in writing to the Commissioner, and shall be sufficient in detail to enable the Engineer to ascertain the basis and the amount of each claim, and to investigate and evaluate each claim in detail. When submitting any claim over \$50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the Contract, that the following are true:

1. That supporting data is accurate and complete to the Contractor's best knowledge and belief;
2. That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Department's liability.

The certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

When submitting a claim to the Commissioner, as a minimum, the Contractor must provide the following

information for each and every claim and sub-claim asserted:

- (a) A detailed factual statement of the claim, with all dates, locations and items of work pertinent to the claim.
- (b) A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim must be specifically identified or explained.
- (c) Excerpts from manuals or other texts which are standard in the industry, if available, that support the Contractor's claim.
- (d) The details of the circumstances that gave rise to the claim.
- (e) The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the Contractor.
- (f) Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.
- (g) The name, function, and pertinent activity of each Contractor's or subcontractor's official, or employee involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.
- (h) The amount(s) of additional compensation sought and a break-down of the amount(s) into the categories specified as payable under 1.11.04 above.
- (i) The name, function, and pertinent activity of each Department official, employee or agent involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

**1.11.06—Auditing of Claims:** All claims filed against the Department shall be subject to audit by the Department or its agents at any time following the filing of notice of such claim. The Contractor and its subcontractors and suppliers shall cooperate fully with the inquiries and document requests of the Department's auditors. Failure of the Contractor, its subcontractors, or its suppliers to maintain and retain records that are sufficient to enable the Department or its agents to fully evaluate the claim shall constitute a waiver of any portion of such claim that cannot be verified by specific, adequate, contemporaneous records, and shall bar recovery on any formal claim or any portion of such a claim for which such verification is not produced. Without limiting the foregoing requirements, and as a minimum, the Contractor shall make available to the Department and its agents the following documents in connection with any claim that the Contractor submits:

- (1) Daily time sheets and foreman's daily reports.
- (2) Union agreements, if any.
- (3) Insurance, welfare, and benefits records.
- (4) Payroll register.
- (5) Earnings records.
- (6) Payroll tax returns.
- (7) Records of property tax payments.
- (8) Material invoices, purchase orders, and all material and supply acquisition contracts.
- (9) Materials cost distribution worksheets.
- (10) Equipment records (list of company equipment, rates, cost pools, etc.).
- (11) Vendor rental agreements.
- (12) Subcontractor and vendor subcontracts, purchase orders, and/or agreements including all change orders and modifications.
- (13) Subcontractor and vendor invoices to the Contractor, and the Contractor's certificates of payments to subcontractors and vendors.
- (14) Subcontractor payment certificates.
- (15) Canceled checks (payroll, subcontractors, and vendors).
- (16) Job cost reports.
- (17) Job payroll ledger.
- (18) General ledger, general journal (if used), and all subsidiary ledgers and journals, together with all supporting documentation pertinent to entries made in these ledgers and journals.
- (19) Cash disbursements journals.
- (20) Financial statements for all years reflecting the operations on the Project.
- (21) Income tax returns for all years reflecting the operations on the Project.

- (22) Depreciation records on all company equipment, whether such records are maintained by the company involved, its accountant, or others.
- (23) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
- (24) All documents which reflect the Contractor's actual profit and overhead during the years that the Project was being performed, and for each of the five years prior to the commencement of the Project.
- (25) All documents related to the preparation of the Contractor's bid, including the final calculations on which the bid was based.
- (26) All documents which relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.
- (27) Worksheets used to prepare the claim, which indicate the cost components of each item of the claim, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and subcontractors' damages, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.

**SECTION 1.20**  
**SUPPLEMENTED GENERAL CLAUSES FOR FACILITIES CONSTRUCTION**

**SECTION 1.20-1.01**  
**DEFINITION OF TERMS AND**  
**PERMISSIBLE ABBREVIATIONS FOR**  
**FACILITIES CONSTRUCTION**

*Replace Article 1.20-1.01.01 with the following:*

**1.20-1.01.01—Facilities Construction - Definitions:** In these specifications, unless the context requires otherwise, words of the masculine gender include the feminine and the neuter, and, when the sense so indicates, words of the neuter gender may refer to any gender. Where appropriate, words in the singular form shall be deemed to include the plural, and words in the plural form to include the singular.

**ADDENDUM:** Contract revisions developed and incorporated into the contract after bid advertisement and before the opening of bid proposals.

**AIR OPERATIONS AREA:** Any paved or unpaved area of the airport used or intended to be used for the unobstructed movement of aircraft. These movements shall include landings, takeoffs, and surface maneuverings.

**AWARD:** The Department's acceptance in writing of the proposal of the lowest responsible bidder for the work, subject to the execution and approval by the Department of a contract therefor and the provision by the bidder of performance and payment bonds to secure the performance thereof which are acceptable to the Commissioner, and to such other conditions as may be specified by the Department or required by law.

**BID:** The submission of a proposal for the work contemplated.

**BID ADVERTISEMENT:** A public announcement soliciting bids for a contract for work to be performed or materials to be furnished.

**BIDDER:** Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative

**BID MANUAL:** "The State of Connecticut Department of Transportation Construction Contract Bidding and Award Manual," copies of which are available from the Department's Division of Contracts and at the following link: <http://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258>

**CALENDAR DAY:** Every day shown on the calendar, Sundays and holidays included.

**CATALOG CUT (PRODUCT DATA):** Document(s) with information such as manufacturer's product specifications, manufacturer's installation instructions, standard color charts, wiring diagrams showing factory-installed wiring, printed performance curves and operational range diagrams. Product data that must be specially prepared because standard printed data is not suitable shall be considered shop drawings.

**CERTIFICATE OF COMPLIANCE:** The formal document issued at the completion of a project by the State Building Inspector. The document is often referred to informally as a "Certificate of Occupancy," "C.O.C." or "C.O."

**CHANNEL:** A channel shall be interpreted to mean a natural or artificial watercourse having an average width at the bottom, after excavation, of 4 feet or more.

**COMMISSIONER:** State of Connecticut Transportation Commissioner acting directly or through a duly-authorized representative.

**CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL:** This Department of Energy and Environmental Protection (DEEP) Bulletin is intended to provide information to government agencies and the public on soil erosion and sediment control.

[http://www.ct.gov/deep/cwp/view.asp?a=2720&q=325660&deepNav\\_GID=1654%20](http://www.ct.gov/deep/cwp/view.asp?a=2720&q=325660&deepNav_GID=1654%20)

**CONNECTICUT STORMWATER QUALITY MANUAL:** This DEEP publication provides guidance on measures necessary to protect waters of the State from adverse impacts of post-construction stormwater runoff. [http://www.ct.gov/deep/cwp/view.asp?a=2721&q=325704&depNav\\_GID=1654%20-%20download](http://www.ct.gov/deep/cwp/view.asp?a=2721&q=325704&depNav_GID=1654%20-%20download)

**CONSTRUCTION ORDER, CHANGE ORDER:** A written order signed by the Engineer for a contractor to perform work or provide supplies stipulated therein at the price or upon the basis of payment set forth therein.

**CONTRACT:** The agreement covering the performance of the work and the furnishing of materials required for the construction of the Project. The Contract shall be deemed to include the "Plans,"

"Specifications" (*i.e.*, the Department's "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction" which is in effect on the date of the Bid Advertisement), "Construction Orders," and such other provisions as may be incorporated into the agreement, in addition to the contents of the bound contract containing the schedule of prices, signature sheet, addenda, special provisions, required federal and state provisions, supplemental specifications, labor and wage schedules, permits and other such material.

**CONTRACTOR:** When the word is capitalized, the party of the second part to the Contract, acting directly or through its agents or employees. When this word is not capitalized, it is to be taken in its more general sense.

**CULVERT:** A covered channel or a large pipe for carrying a watercourse below ground level, usually under a road or railway.

**DEPARTMENT:** State of Connecticut Department of Transportation.

**DESIGNER:** A duly-authorized representative of the Engineer, responsible for the design of the Project.

**DRAINAGE DITCH:** A paved or unpaved, artificially-constructed open depression having an average width of less than 4 feet at the bottom, after excavation, constructed for the purpose of carrying off surface water.

**ENGINEER:** The Commissioner or Deputy Transportation Commissioner, acting directly or through a duly-authorized representative.

**EXECUTION OF CONTRACT:** The date of execution of the Contract by the Department is the date on which the Department's authorized signatory signs the Contract on behalf of the Department.

**EQUAL:** A material, device, type of equipment, or method other than what is specified in the Contract, which is a recognized equivalent in substance and function for that specified thing, taking into account warranty, performance, weight, size, visual effect, specific features and requirements indicated, quality, workmanship, economy of operation, durability, and suitability for purposes intended, provided that the proposed equivalent would not require or constitute a change in Contract work.

**HIGHWAY:** A general term denoting a public way used for vehicular travel. When referred to in the Contract, it signifies the whole right of way reserved for or secured by the Department for use in constructing or maintaining a roadway and its appurtenances.

**INSPECTOR:** A duly-authorized representative of the Engineer, assigned to make inspections of the work performed and materials furnished by the Contractor.

**LABORATORY:** Unless another laboratory or type of laboratory is indicated, the official testing laboratory of the Department.

**LIQUIDATED DAMAGES:** The amount prescribed in the Contract specifications, to be paid to the State or to be deducted from any payments due or to become due the Contractor, for a specified time unit delay in completing the whole or any specified portion of the work beyond the time allowed in the Contract.

**MAJOR ITEM:** An individual Contract item, whose value at the time of bidding (either lump sum price or the product of its unit price multiplied by its estimated quantity) is equal to or greater than 10% of the total original Contract bid price shall be considered a Major Item.

**MAJOR LUMP SUM ITEM (MLSI):** The original Contract item(s) that includes all work depicted on the Contract Plans, described in the Contract Specifications, or is otherwise required for performance and completion of the work, including mobilization and project closeout, but not including any unit price or other lump sum items listed in the Bid Proposal Form.

**MANAGER OF CONTRACTS:** The Transportation Manager of Contracts, who is the head of the Department's Division of Contracts, and whose office is located at the headquarters of the Department at 2800 Berlin Turnpike, Newington, CT.

**MATERIAL:** Any substance specified in the Contract for use in the construction of the Project, including appurtenances of products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the work.

**MINOR ITEM:** An individual Contract item that is not a Major Item.

**MUNICIPALITY:** City, town or county.

**NOTICE TO PROCEED:** A written notice issued by the Engineer to the Contractor stating the date on which the Contractor is authorized to commence and proceed with the Contract work.

**OWNER:** Where used herein, it is synonymous with Department or State.

**PAVEMENT STRUCTURE:** The combination of sub-base, base course and surface course placed on subgrade to support and distribute the traffic load.

**PLANS:** All drawings or reproductions of drawings supplied by the Department to the Contractor

pertaining to the construction or details of the Project.

A. Standard Sheets – Standardized plans containing details approved by the Department and the FHWA, for construction of a given type on any project, included in contracts on an as-needed basis.

**PRODUCT DATA (CATALOG CUT):** Document(s) with information such as manufacturer's product specifications, manufacturer's installation instructions, standard color charts, wiring diagrams showing factory-installed wiring, printed performance curves and operational range diagrams. Product data that must be specially prepared because standard printed data is not suitable shall be considered shop drawings.

**PROJECT:** All work included under one Department contract, notwithstanding the occasional use by the Department of multiple project numbers for the work included within one contract.

**PROJECT SITE (or SITE):** The space available to the Contractor, under the Contract, for performing construction activities. The extent of the Project site is as indicated on the plans or elsewhere in the Contract.

**QUALIFIED PRODUCTS LIST (QPL):** A report that has been developed as a means for determining what products, suppliers, manufacturers, equipment and methodologies may be used on construction projects. This report can be located on the CT Department of Transportation Website:

<http://www.ct.gov/dot/cwp/view.asp?a=1387&q=259630>

**RECLAIMED CONCRETE AGGREGATE:** Reclaimed waste consisting of crushed and graded concrete removed from pavements, structures, or buildings. Metal may be acceptable only where it is contained as reinforcement within small fragments of concrete; *e.g.*, metal projecting from concrete fragments would be unacceptable. All such material trucked from beyond the limits of the Project must be accompanied by a Materials Certificate and Certified Test Report indicating that the material is environmentally acceptable and structurally sound in accordance with 1.20-1.06.07, unless the source of the material is a Department Project and that source is acceptable to the Engineer.

**RECLAIMED MISCELLANEOUS AGGREGATE:** Glass-free and clinker-free reclaimed waste, which has been crushed, graded and blended, as specified in the Contract, with natural crushed stone or gravel. Metal may be acceptable only where it is contained as reinforcement within small fragments of concrete; *e.g.*, metal projecting from concrete fragments would be unacceptable. All such material trucked from beyond the limits of the Project must be accompanied by a Materials Certificate and Certified Test Report indicating that the material is environmentally acceptable and structurally sound in accordance with 1.20-1.06.07, unless the source of the material is a Department Project and that source is acceptable to the Engineer.

**RECLAIMED WASTE:** Debris from the demolition of buildings, structures, and pavements; residue from incineration and recycled glass. Acceptable material shall include concrete, bituminous concrete, glass, ceramics, brick, pavement sub-base and base courses, and clinker from resource recovery plants. Metal may be acceptable only when it is contained within large fragments of concrete. Reclaimed waste trucked from beyond the limits of the Project must be accompanied by a Materials Certificate and Certified Test Report indicating that the waste is environmentally acceptable and structurally sound in accordance with 1.20-1.06.07, unless the source of the material is a Department Project and that source is acceptable to the Engineer.

**RIGHT-OF-WAY:** A general term denoting land, property of interest therein, usually in a strip, acquired for or devoted to transportation purposes.

**ROADBED:** The graded portion of a highway, including portions within the top and side slopes, which have been prepared as a foundation for the pavement structure and shoulders.

**ROADWAY:** The portion of the highway, including shoulders, which may be used for vehicular travel within the Project limits.

**SHOP DRAWINGS:** Drawings, including proposed details, diagrams, schedules, procedures and other supporting data, prepared by a Contractor to supplement the Contract documents, showing all information necessary for fabrication of items for which some specific design or detail appears in the Contract.

**SHOULDER:** The portion of the roadway adjacent to the traveled way, that can accommodate stopped vehicles for emergency use, and that provides lateral support of base and surface courses.

**SPECIFICATIONS:** The Department's written provisions and requirements for the performance of the Contract, contained in or incorporated by the Contract.

A. *Standard Specifications*—A set of specifications approved by the Department for general application and repetitive use, entitled the "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction" found at the following link:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>



B. *Supplemental Specifications*—Approved additions to and revisions of the Standard Specifications.

C. *Special Provisions*—Other Department specifications applicable to an individual project.

**STATE:** State of Connecticut.

**SUBCONTRACTOR:** Any individual, firm, partnership or corporation to which the Contractor sublets, with the approval of the Commissioner, any part or parts of the Project covered by the Contract.

**SUBSTANTIAL COMPLETION:** The date at which the performance of all work on the Project has been completed except minor or incidental items, final cleanup, work required under a warranty, and repair of unacceptable work, and provided the Engineer has determined that:

- A. The Project is safe and convenient for use by the public, and
- B. All traffic lanes including all safety appurtenances are in their final configuration, and
- C. Failure to complete the work and repairs excepted above does not result in the deterioration of other completed work, and provided further, that the value of work remaining to be performed, and cleanup is less than 1% of the estimated final Contract amount, and
- D. A Certificate of Compliance has been issued.

**SUBSTITUTE:** A replacement for a specified material, device, type of equipment, or method, which is sufficiently different in substance and function, quality, or workmanship to constitute a change in the Contract work.

**SUBSTRUCTURE:** All of that part of the bridge below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, including backwalls, wingwalls and any protective railings mounted on the wingwalls.

**SUB-SUBCONTRACTOR:** Any individual, firm, partnership or corporation to which a subcontractor sublets, with the approval of the Commissioner, any part or parts of the Project covered by the Contract.

**SUPERSTRUCTURE:** The entire bridge except the substructure.

**UTILITY:** Any public service company and the plant of such a company or similar facilities. Such companies may consist of, but not be limited to, companies selling or controlling the sale, distribution or use of water, gas, electricity, communications systems, sewers and railroad lines. Such facilities may consist of, but not be limited to, wires, cables, ducts, pipes, manholes, transformers, poles, towers and tracks.

**WORK:** The provision of labor, materials or services necessary for or relating to the design and construction of the Project.

**WORKING DRAWINGS:** Drawings, calculations, procedures and other supporting data prepared by a Contractor, documenting the Contractor's proposed design, details, materials, construction methods and equipment for any construction for which no specific design or detail appears in the Contract.

### SECTION 1.20-1.02 PROPOSAL REQUIREMENTS AND CONDITIONS FOR FACILITIES CONSTRUCTION

*Replace Article 1.20-1.02.13 with the following:*

**1.20-1.02.13—Facilities Construction - Knowledge of Applicable Laws:** Bidders shall be deemed to know and understand all federal, state and local laws, ordinances and regulations and municipal bylaws which in any manner apply to projects for which they bid; such legal requirements shall include, but not necessarily be limited to, those which apply to the conduct of the Contract work, the equipment and materials to be used on the Project, or the treatment of individuals or classes of individuals in relationship to their involvement with the Project. A Contractor's ignorance of such requirements shall not, in any internal Department proceeding or in any claims or other legal proceeding, constitute justification for the Contractor's failure to consider such requirements in formulating a bid proposal, or for the Contractor's failure to ensure that such legal requirements are met with regard to any Department project in which that Contractor participates.

The Contractor agrees that if it should be awarded the contract for any project supported at least in part by federal funding, the Contractor will not knowingly enter into any lower-tier transaction on that project with a person (including entities) who, by virtue of federal law or regulation, or by voluntary agreement, is currently ineligible to participate in such a project, unless after disclosure of such ineligibility, such participation is authorized by appropriate federal and State authorities.

The Department expects the Contractor to obey municipal laws and regulations and cooperate with

municipal officials. In some instances, however, municipal laws or regulations, or the orders of municipal officials, may conflict with necessary Project activities. In most such cases, the municipality does not have the legal power to enforce its laws and regulations upon the State or upon a State project. This is because the State is protected by its sovereign immunity. If local police or other authorities should attempt to stop the Contractor from carrying out activities that are necessary in order for the Contractor to comply with Contract requirements, the Contractor should politely inform the municipal authorities that they probably do not have jurisdiction over the State's project, and the Contractor should immediately inform the Engineer of the attempted interference with Project activities. If the municipal authorities continue to insist upon preventing the Contractor from carrying out Project activities, the Contractor should not defy the authorities, but, to the extent possible, should await directions from the Engineer.

All work to be performed by the Contractor shall comply with, as a minimum, the State Building Code as adopted pursuant to CGS 29-252, as amended; the State Fire Prevention Code as adopted pursuant to CGS 29-291a, as amended; and the Fire Safety Code as adopted pursuant to CGS 29-292, as amended.

The State Building Code, including latest Connecticut Supplements and Amendments, includes the following:

1. The 2012 International Building Code.
2. The 2012 International Plumbing Code.
3. The 2012 International Mechanical Code.
4. The 2012 International Existing Building Code.
5. The 2012 International Energy Conservation Code.
6. The 2014 NFPA 70 National Electrical Code.
7. The 2009 ICC/ANSI A117.1.

The State Fire Safety Code, including latest Connecticut Supplements and Amendments, includes the following:

1. The 2012 International Fire Code.
2. The 2012 NFPA 101 Life Safety Code.

The State Fire Prevention Code, including latest Connecticut Supplements and Amendments, includes the following:

1. The 2012 NFPA 1.

The edition of the code governing the Project shall be the code which is in effect as per the above CGS Sections on the date that the Contract is advertised for solicitation of bids.

All work to be performed by the Contractor shall comply with the 2010 Department of Justice "ADA Standards for Accessible Design."

### **SECTION 1.20-1.03 AWARD AND EXECUTION OF CONTRACT FOR FACILITIES CONSTRUCTION**

*Replace the first two paragraphs of Article 1.20-1.03.01 with the following:*

**1.20-1.03.01—Facilities Construction - Consideration of Bids:** See 1.20-1.02.01.

The apparent low bidder shall submit to the Manager of Contracts a Schedule of Values within 7 calendar days after bid opening. Any other Contractor that the Department may subsequently designate as the apparent lowest bidder shall make the aforesaid submission within 7 calendar days from the date on which the Department notifies said Contractor that it has become the apparent lowest bidder. If, however, the Department deems it necessary for such a subsequently designated Contractor to make said submission within a shorter period of time, the Contractor shall make the submission within the time designated by the Department.

### **SECTION 1.20-1.04 SCOPE OF WORK FOR FACILITIES CONSTRUCTION**

*In the list of Articles, change the title of Article 1.20-1.04.02 as follows:*

**1.20-1.04.02—Facilities Construction - Changes in Quantities of Pay Items, Including Elimination of Such Items**

*Replace Articles 1.20-1.04.01 through 1.20-1.04.05 with the following:*

**1.20-1.04.01—Facilities Construction - Intent of Contract:** The Contract directs and obliges the Contractor to perform the Project described in strict compliance with the Contract terms, including its specifications, plans, special provisions, and other Contract documents. If the Engineer revises any of those terms in writing during the life of the Contract, the Contractor must comply with said revised terms. Among other things, the Contract obliges the Contractor to perform all Project work in conformity with the lines, grades, typical cross-sections, dimensions, and other data shown on the plans or other Contract documents. The Department will pay the Contractor only for work (including materials necessary for that work, whether or not they are incorporated into that work) that the Contractor has actually performed under a Contract pay item, and only if the Engineer has accepted said work. (See 1.02.03 herein.) (The Contract as it existed when first duly executed by the Engineer is sometimes referred to herein as “the original Contract.”)

**1.20-1.04.02—Facilities Construction - Changes in Quantities of Pay Items, Including Elimination of Such Items:** The quantities given in the original Contract for Contract pay items are only estimates of the quantities of those items that may be required for Project completion. (The quantities for given pay items in the original Contract are sometimes referred to herein as the “estimated quantities” or “original quantities.”) A change in the original quantity of a Contract pay item (whether an increase or decrease of the quantity) shall be deemed to have occurred when the Engineer explicitly orders said change of quantity or when the change of quantity has been necessitated by a construction order or other written direction issued by the Engineer to the Contractor.

A Contract pay item shall be deemed a Major Item if the item’s lump sum price in the original Contract, or its original quantity multiplied by its unit price in the original Contract, is equal to or greater than 10% of the original Contract’s total bid price. All other Contract items shall be deemed Minor Items.

The provisions of 1.20-1.04.03 herein shall govern changes in compensation related to a “significant change” in Contract work, (as such changes are defined in 1.04.03) necessitated by a written order of the Engineer.

The provisions of 1.20-1.04.04 herein shall govern changes in compensation related to any differing site condition encountered by the Contractor that affects its performance of Contract work.

The provisions of 1.20-1.04.03 or 1.20-1.04.04 shall govern in any case in which they conflict with another provision of the Contract.

In any event, if the Engineer and the Contractor together determine that a particular change in compensation to the Contractor should be made due to a change in a Contract pay item quantity (including an item’s complete elimination), they may make that change in compensation by a written agreement to do so.

**Changes in Quantities to Minor Items:**

**(a) Quantity Increases of More Than 25% over Original Quantity:** If the actual quantity of work authorized and accepted by the Engineer under a Contract pay item exceeds the item’s original quantity by 25%, the Department will pay for the quantity in excess of 125% of the original quantity in one of the following three ways. (One-time fixed costs for which the Department has already reimbursed the Contractor in paying for 125% of the original quantity shall not be included in a calculation of the actual cost of the excess units.)

- (1) Pay for the aggregate excess units on a cost-plus basis as provided in 1.20-1.09.04.
- (2) Adjust the unit price by the increase or decrease in the unit price for the excess units, said difference to be calculated as of the time when work under the item was completed.
- (3) Pay for the units in any other manner agreed on in writing by the Engineer and the Contractor.

If, however, the aggregate payment for the units in excess of 125% is less than \$25,000 (using the original Contract unit price for the calculation) the Engineer will not adjust that unit price.

**(b) Quantity Decreases of More Than 25% below Original Quantity:** If the actual quantity of a Contract pay item authorized and accepted by the Engineer is less than 75% of the item’s original quantity, the Engineer will not adjust the original Contract unit price for said item unless the Contractor makes a written request to the Engineer for such an adjustment and the Engineer grants it in writing. If the Engineer grants such a request, the Engineer will adjust the price for each accepted unit of said item performed or provided in one of the following three ways:

- (1) Pay for the total item units actually performed or provided in the aggregate units on a cost-plus basis as provided in 1.20-1.09.04.
- (2) Adjust the unit price by any increase in the unit price for the deficit units, which shall be the difference between the original Contract unit price and the actual unit cost (calculated on a cost-plus basis as provided in 1.20-1.09.04) of the total units performed or provided, said difference to be calculated as of the time when work under the item was completed.
- (3) Pay for the item units performed or provided in any manner agreed on in writing by the Engineer and the Contractor.

In no instance however, shall the unit price paid for the number of units performed or provided, when their quantity has been decreased by more than 25% of the original quantity, be less than their original unit price; and in no instance shall the aggregate payment for such a decreased quantity of items be more than the Engineer would have paid for the performance or provision of 75% of the original quantity at the original unit price.

Regarding treatment of eliminated Contract items, refer to 1.20-1.09.05 herein.

**1.20-1.04.03—Facilities Construction - Changes in Quantities and Significant Changes in the Character of Work:**

- (i) The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
  - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
  - (B) When a Major Item of work, as defined elsewhere in the Contract, is increased in excess of 125% or decreased below 75% of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed

**1.20-1.04.04—Facilities Construction - Differing Site Conditions:**

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the Site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the Site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Site is disturbed and before the affected work is performed.
- (ii) Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.
- (iii) No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
- (iv) No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

**1.20.1.04.05—Facilities Construction - Extra Work:** Unforeseen work made necessary by the Engineer's changes of the Contract plans or specifications, or work that is necessary for completion of the Project, but for which no price is provided in the Contract, shall be done in accordance with the

requirements of the specifications and as directed by the Engineer. The Engineer shall notify the Contractor of the necessity for such extra work, stipulating its character and extent, and shall notify the Contractor as to whether the Engineer wants the Contractor to propose a unit price or, lump sum price, or to perform the extra work on a cost-plus basis in accordance with 1.20-1.09.04. The Engineer need not solicit any price for the extra work from the Contractor, but may, in any event, simply order the Contractor to perform the extra work on a cost-plus basis. If the Engineer does solicit from the Contractor a unit or lump sum price for the extra work, the Contractor must propose such a price in writing within 5 days of the Engineer's request for one.

The Contractor's price proposal shall be itemized and reasonably detailed, and shall include all known or anticipated direct and indirect costs of the work, including but not limited to, the costs of all safety and other equipment, small tools, labor, subcontractor quotes, consumables, field office overhead, home office overhead, insurance, bonding, and profit.

The character and extent of the extra work, together with the basis of compensation, shall be communicated to the Contractor by means of a construction order which, when signed by the Engineer, shall become a part of the Contract. If a Contractor objects to any portion of a construction order submitted to it, the Contractor must, within 15 days of its receipt of said order, return the order with a letter to the Department's Assistant District Engineer administering the Contract, describing specifically what portions of the order the Contractor finds objectionable, the nature of its objections, and the bases for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the construction order.

If the Engineer changes the scope of Contract work, the Contractor shall submit a proposed revised schedule and a cost revision proposal, which takes all such changes into account, if the Contractor believes that such revisions are warranted. If the schedule is to be revised, it will be revised in accordance with 1.20-1.08.08.

#### **SECTION 1.20-1.05 CONTROL OF THE WORK FOR FACILITIES CONSTRUCTION**

*In the list of Articles, change the titles of Articles 1.20-1.05.03 and 1.20-1.05.14 as follows:*

**1.20-1.05.03—Facilities Construction - Conformity with Plans and Specifications (including Quality Control)**

**1.20-1.05.14—Facilities Construction - Termination for Convenience**

*Replace Articles 1.20-1.05.02, 1.20-1.05.03, 1.20-1.05.13 and 1.20-1.05.14 with the following:*

**1.20-1.05.02—Facilities Construction - Contractor Submittals:**

**1. General: Vacant**

**2. Submittal Preparation and Processing: Vacant**

**3. Transmittal of Submittals: Vacant**

**4. Submittal Schedule:** At the Pre-Construction Meeting, the Contractor shall submit the initial submittal schedule. The initial submittal schedule will include all submittals required during the first 60 calendar days of construction, all submittals required to maintain orderly progress of the Work, and all submittal required early because of long lead time for manufacture or fabrication.

Following the Engineer's response to the initial submittal, the Contractor shall provide copies of the schedule to the Engineer, Designer, the Contractor's subcontractors, and other parties required to comply with submittal dates indicated.

The Contractor shall submit the complete submittal schedule within 60 calendar days of the Notice to Proceed.

The Contractor shall update its submittal schedule once a month and distribute and post each updated schedule in the manner described above.

The submittal schedule shall be organized in numerical order by special provision number and by CSI-formatted specification section number. The Contractor shall include (1) time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates; and (2) additional time required for making corrections or revisions to submittals noted by Designer or Engineer and additional time for

handling and reviewing submittals required by those corrections. The Contractor shall coordinate submittal schedule with its subcontracts, the schedule of values, and their construction schedule.

**5. Working Drawings (Delegated Design Submittals):** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and submit working drawings, signed, sealed and dated by a qualified Professional Engineer licensed to practice in the State of Connecticut, for 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.

- a. Working Drawings for Permanent Construction: The Contractor shall submit drawings to the Designer on 22 inch x 34 inch sheets with a border and title block similar to the Department standard. Each drawing shall be a separate PDF file. Drawings shall be searchable. The first drawing shall include the Contractor's designer's Professional Engineer's digital signature, meeting the requirements of Adobe's Certified Document Services (CDS), and all other drawings shall include a watermark of the Professional Engineer's stamp in a common area of the border. Calculations, procedures and other supporting data may be submitted in an 8-1/2 inch x 11 inch format and shall be in a single PDF file. The first sheet of calculations shall include the Contractor's designer's Professional Engineer's digital signature, meeting the CDS requirements. Documents shall be named "Drawings," "Calculations," or "Supporting Documentation" as applicable.

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.

The Contractor shall supply to the Assistant District Engineer a certificate of insurance in accordance with 1.20-1.03.07 at the time that the working drawings for the Project are submitted.

- b. Working Drawings for Temporary Construction: The Contractor shall submit drawings, calculations, procedures and other supporting data in a format acceptable to the Assistant District Engineer.
- c. Working Drawings for Permanent Construction: Drawings shall be submitted to the Designer on 22 inch x 34 inch sheets with a border and title block similar to the Department standard. Each drawing shall be a separate PDF file. Drawings shall be searchable. The first drawing shall include the Contractor's designer's Professional Engineer's digital signature, meeting the requirements of Adobe's Certified Document Services (CDS), and all other drawings shall include a watermark of the Professional Engineer's stamp in a common area of the border. Calculations, procedures and other supporting data may be submitted in an 8 1/2 inch x 11 inch format and shall be in a single PDF file. The first sheet of calculations shall include the Contractor's designer's Professional Engineer's digital signature, meeting the CDS requirements. Documents shall be named "Drawings," "Calculations," or "Supporting Documentation" as applicable.

**6. Shop Drawings:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and submit shop drawings for review. Drawings shall be submitted on 22 inch x 34 inch sheets with an appropriate border and with a title block in the lower right-hand corner of each sheet. Each drawing shall be a separate PDF file. Drawings shall be searchable.

Shop Drawings consist of fabrication and installation drawings, roughing-in and setting drawings, schedules, patterns, templates and similar drawings, and wiring diagrams showing field-installed wiring, including power, signal, and control wiring. Standard information prepared without specific reference to the Project shall not be considered to be a Shop Drawing. Shop Drawings shall be project specific.

Shop drawings shall include the following information: Contract number, Project description, number and

title of the drawing, date of drawing, revision number, name of Contractor and subcontractor submitting drawings, dimensions, identification of products, shop work manufacturing instructions, design calculations, statement of compliance with Contractual standards, notation of dimensions established by field measurement, notation of coordination requirements, relationship to adjoining construction clearly indicated, seal and signature of a professional engineer if specified, and any other information required by individual Contract provisions.

There will be no direct payment for furnishing any shop drawings, procedures or supporting calculations, but the cost thereof shall be considered as included in the general cost of the work.

**7. Coordination Drawings:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and submit coordination drawings for review. Each drawing shall be a separate PDF file. Drawings shall be searchable.

The Contractor shall prepare coordination drawings according to requirements in other Contract provisions, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

Coordination Drawings shall include Project-specific information drawn accurately to a scale large enough to indicate and resolve conflicts. Coordination Drawings shall not be based on standard printed data. Coordination Drawings shall include the following information, as applicable: (1) use applicable plans as a basis for preparation of Coordination Drawings and prepare sections, elevations, and details as needed to describe relationship of various systems and components; (2) coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review; (3) indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems; (4) indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation; (5) show location and size of access doors required for access to concealed dampers, valves, and other controls; (6) indicate required installation sequences; (7) indicate dimensions shown on the plans, specifically noting dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements, and (8) provide alternate sketches to the Designer indicating proposed resolution of such conflicts.

There will be no direct payment for furnishing any coordination drawings, but the cost thereof shall be considered as included in the general cost of the work.

**8. Product Data:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and submit product data for review in a PDF file.

The Contractor shall provide all product data in a single submittal for each element of construction or system and shall mark each submittal with the Contract item number.

The Contractor shall mark each copy of a 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 confirmations 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, and any other information required by the individual Contract provisions.

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.

**9. Product Samples:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and submit product samples for review.

Product Samples are samples submitted for review and action by the Designer, which are: (1) physically identical to the proposed product or material cured and finished as required by the Contract; or (2) submitted for review of kind, color, pattern, thickness, and texture. Samples shall be used for a final check of these characteristics with other elements, and for a comparison of the characteristics of the approved sample with those of the actual component as delivered and installed.

The following information shall be submitted with product samples to the extent applicable: Contract number; Project description; generic description of the sample (name or trade reference, type or quality or grade, and any further designation necessary to identify the items or materials); sample source; product name; manufacturer's name; confirmation of availability; and anticipated delivery time.

In conjunction with the submission of physical product samples, a digital photograph of the sample shall

be uploaded into ProjectWise.

The Designer will retain one set of the samples, transmit one set of same to the Engineer, and transmit any remaining sets of samples to the Contractor. The Engineer will retain the samples at the Project site for quality comparisons throughout the duration of the Project.

There will be no direct payment for furnishing any product samples, but the cost thereof shall be considered as included in the general cost of the work.

**10. Quality Assurance Submittals:** When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and submit quality assurance submittals for review in a PDF file. Quality assurance submittals consist of qualification data, design data, certifications, manufacturer's instructions, manufacturer's field reports, test reports, Material Safety Data Sheets (MSDSs), and other quality assurance information required by individual Contract provisions.

Where Contract provisions require certification that a product, material, or installation complies with specified requirements, the Contractor shall submit a notarized certification from the manufacturer certifying said compliance. An officer of the manufacturer or other individual authorized to sign documents on behalf of the company shall sign the certification.

Where Contract provisions require the Contractor shall provide a certification letter on the manufacturer's letterhead to certify that asbestos is not contained in the materials. The manufacturer certification letter shall be formatted in the following manner:

[Addressed to:]	Commissioner of Transportation Department of Transportation P.O. Box 317546 Newington, Connecticut 06131-7546
Project Title and Number	
[We] hereby certify that all materials manufactured by [Insert Manufacturer Name] are asbestos-free.	
[Signature:]	[Name of authorized signatory] [Title]

Submittals associated with these materials will not be reviewed without the required manufacturer certification letter.

There will be no direct payment for furnishing any quality assurance submittals, but the cost thereof shall be considered as included in the general cost of the work.

**11. Submittal Reviewer's Action:** The Designer or Engineer will review each submittal, mark each with a uniform, self-explanatory action stamp, and return the stamped submittal promptly to the Contractor. 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 the 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 Designer or Engineer are necessary in order for the submittal to comply with Contract requirements. This disposition is contingent on being able to execute the manufacturer's written warranty in compliance with the Contract provisions.

(c) If submittals are marked "Revise and Resubmit," the Contractor shall revise and resubmit the submittal to address the deficiencies or provide additional information requested by the Designer or Engineer

(d) If submittals are marked "Rejected," the Contractor shall prepare and submit a new submittal in accordance with the Designer's notations.

(e) If submittals are primarily for information or record purposes, the Designer will return the submittal marked "No Action Required." This disposition is contingent on being able to execute the manufacturer's written warranty in compliance with the Contract provisions.

Upon completion of the review, the submittal reviewer will notify the Contractor by e-mail that the submittal dispositions are available in ProjectWise.

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 Designer or the Engineer. The Contractor



shall retain sole responsibility for compliance with all Contract requirements.

The Contractor shall print 2 color copies through ProjectWise of each submittal marked “No Exceptions Noted” or “Exceptions as Noted” to the Assistant District Engineer for use by the Engineer within 7 calendar days of the Contractor’s receipt of the submittal reviewer’s e-mail. The Contractor shall not perform physical work related to the submittal until the 2 copies are provided to the Assistant District Engineer.

The Contractor shall mark up one set of shop drawings and one set of working drawings and retain them as a “Record Document.”

Maintenance manuals and warranties will not be returned unless they are Rejected.

**1.20-1.05.03—Facilities Construction - Conformity with Plans and Specifications (including Quality Control):** The Contractor shall perform all work and provide all materials in conformity with the lines, grades, cross-sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the Contract specifications, or as directed by the Engineer.

The minimum quantity or quality level to be provided or performed is shown or specified in the Contract. The actual installation may comply exactly with the minimum quantity or quality specified or it may exceed the minimum within reasonable limits. Indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. The Contractor shall refer uncertainties to the Engineer for a decision before proceeding.

If the Engineer believes that the materials or the finished product in which the materials were used are not in conformity with the plans and specifications, but believes nonetheless that the finished product is acceptable, he will then determine whether or not the work will be accepted and remain in place. If the Engineer believes that the work should be accepted, he will issue a construction order confirming his determination, and may provide therein for any equitable adjustment in the basis of payment which he deems appropriate.

If, in the opinion of the Engineer, any material provided by the Contractor, any finished product in which the materials were used, or any work performed does not conform to the plans and specifications and has resulted in an unacceptable product, the Contractor shall, at its own expense, either cure or remove and replace the unaccepted work and material, as the Engineer directs.

**Quality Management Plan:** The Contractor shall maintain and implement a written Quality Management Plan (QMP). The QMP shall document the overall internal quality control operating procedures for the Contractor to meet or exceed Contract requirements. The details of the QMP must discuss how the Contractor will ensure that:

- Work processes are performed efficiently and as documented
- Work processes out of conformance are quickly identified
- Corrective action is quickly taken to bring such work processes back into conformance

The QMP must include the following components:

- Identification of Contractor staff and their specific duties and responsibilities with regard to execution of the QMP
- Standard operating procedures and frequency of quality control inspection and testing used to measure quality before, during and after those procedures
- Action plan for reporting and reacting to nonconformance and quality control issues

The Contractor shall furnish a copy of the QMP to the Engineer prior to the start of the work. The Contractor must revise the QMP if, as determined by the Engineer, the Contractor’s procedures prove to be inadequate or ineffective in producing work that meets the Contract requirements. Failure of the Contractor to comply with the provisions of this Article may result in a suspension of work in whole or in part. The Department will not grant the Contractor additional Contract time or compensation in connection with such a suspension.

**1.20-1.05.13—Facilities Construction - Examining and Copying Contractor's Records:** The Contractor shall permit the Department and its duly-authorized representatives to examine and copy all documents and other records of the Contractor that are relevant to charges for extra work, alleged breaches of Contract, or any formal or informal claim for additional compensation or for damages in connection with the Project.

With the exception noted below, the Contractor shall also permit the Department to examine and copy such of its documents and other records pertaining to the Project as the Department may deem necessary in order to determine whether or not the Contractor has complied with all laws, regulations and other

governmental mandates, e.g., those relating to labor compliance, affirmative action programs, and equal employment opportunity. Documents and other records relating to the Project, if they were created prior to the opening of bids for the Contract, and if they are sought by the Department only for the purpose of confirming such compliance with legal requirements, shall, however, not be subject to examination by the Department pursuant to this Article without the consent of the Contractor.

The Contractor further agrees that it shall keep all documents and other records relating to the Project at least until the expiration of 3 years after the date of acceptance of the Project by the Department, as designated in a "Certificate of Acceptance of Work and Acceptance of Project" issued by the Department. If any claims are brought by the Department or the Contractor prior to that expiration, however, the Contractor shall keep all such records until the Department has given the Contractor a full and final release from all pending and potential claims regarding the Project. If the Contractor does not so keep any such records, it may not assert any formal or informal claim for compensation or damages that could have been substantiated or disproven with such records.

The Contractor shall ensure that the requirements of this provision are made applicable to its subcontractors and suppliers, for the State's benefit, by including the operative language of this Article in its Project subcontracts and purchase agreements.

**1.20-1.05.14—Facilities Construction - Termination for Convenience:** The State may terminate the Contract whenever the Engineer determines that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which said termination shall be effective.

In the case of such a termination, the Department will pay the Contractor at the Contract unit prices for the actual number of units or items of Contract work completed prior to the effective date of termination, or as may be agreed by the parties for such items of work partially completed. No claim for loss of overhead or anticipated profits shall be allowed.

When the volume of work completed is too small to compensate the Contractor under Contract unit prices for its related expenses, the Department may consider reimbursing the Contractor for such expenses.

Materials obtained by the Contractor for the Project, if they have been inspected, tested as required, and accepted by the Engineer, but have not been incorporated into the Project construction, shall, if the Engineer and the Contractor so agree, be purchased by the Department from the Contractor at their actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Engineer, as shown by actual cost records. If the Engineer does not agree to purchase such materials, the Department shall reimburse the Contractor for any reasonable restocking fees and handling costs incurred by the Contractor in returning said materials to the vendor.

Termination of the Contract shall not relieve the Contractor of its responsibilities for the completed Project, nor shall it relieve the Contractor's surety of its obligation concerning any claims arising out of the work performed, until the requirements of Articles 1.20-1.08.13 and 1.20-1.08.14 have been met.

#### SECTION 1.20-1.07 LEGAL RELATIONS AND RESPONSIBILITIES FOR FACILITIES CONSTRUCTION

*Replace Articles 1.20-1.07.08, 1.20-1.07.09 and 1.20-1.07.18 with the following:*

**1.20-1.07.08—Facilities Construction - Use of Explosives:** To the extent possible, the Contractor shall avoid using explosives in proximity to existing structures. When the use of explosives is necessary for the prosecution of the Project, the Contractor shall take the utmost care not to endanger life or property.

The Contractor shall take adequate protective measures when engaging in blasting operations, and shall be responsible for any damage resulting from such operations.

The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby, of the Contractor's intention to use explosives. Such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not relieve the Contractor of responsibility for damage resulting from its blasting operations.

**1.20-1.07.09—Facilities Construction - Protection and Restoration of Property:** The Contractor shall not enter upon public or private property for any purpose without having obtained written permission to do

so from the owner of such property and having provided the Engineer with a copy of same. The Department is not, and may not be deemed, a party to any agreement between the Contractor and a property owner unless the Department executes said agreement.

The Contractor shall use every reasonable precaution to avoid disturbing or damaging public or private property, including, but not limited to, trees and monuments. The Contractor shall use suitable precautions to avoid disturbing or damaging underground or overhead structures or facilities, whether or not they are shown on the plans.

If the Project requires the moving or removal of a land monument or property marker, the Contractor shall not disturb it until a duly-authorized agent of the public or private property's owner has witnessed or recorded the monument or marker's location. The Contractor shall not move or remove such property until and unless directed to do so by the Engineer.

The Contractor shall not remove, cut, injure or destroy trees or shrubs without the Engineer's prior approval.

The Contractor shall be responsible for all damage to property resulting from any act, omission, neglect or misconduct in the Contractor's manner or method of executing its work, or due to its defective work or materials. When or where any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Project work, the Contractor shall restore, at its own expense, such property to a condition as close as possible to that which existed before such damage was done, by repairing, rebuilding or otherwise restoring the property, as may be directed by the Engineer; or the Contractor shall make good such damage in another manner acceptable to the Engineer. If the Contractor fails to restore such property or make good such damage in a way acceptable to the Engineer, the Engineer may, upon 48 hours' notice, proceed to have such property repaired, rebuilt or restored as he may deem necessary; and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract or under any other contract(s) that the Contractor may have with the State.

The Engineer shall mark the locations of underground facilities belonging to the State when given 3 calendar days (excluding Saturdays, Sundays, and State holidays) notice by the Contractor that it will be excavating or driving material into the ground near such facilities as a part of necessary Contract work. After the Engineer marks the location of such facilities, it will be the Contractor's responsibility to maintain the location markers until no longer needed. Repairs of State facilities located further than 1 ft from the line delineated by such markers shall be paid for by the State.

**1.20-1.07.18—Facilities Construction - Use of State Property:** The Contractor may not use State property for any purpose or activity other than carrying out the construction activities required by the Contract, except with the prior written consent of the Engineer.

Such other activities, which require the Engineer's advance consent, include, but are not limited to, the establishment of staging areas, storage areas, asphalt plants, concrete plants, or gravel/borrow pits; or the conduct of screening, crushing, manufacturing, or mining operations.

Any permitted use of the Project site or other State property for such other purposes or activities must be for the performance of the specific Contract only, and must be at no cost to the State. In addition, the Contractor may not assert or bring any claim or formal proceeding for damages or additional compensation based on either the approval or denial of a request to make such use of the Project site or other State property.

Under no circumstances shall the bulk storage of fuel or lubricants by the Contractor or its agents be permitted on State property. The Contractor shall not conduct work processes or store any construction materials or supplies of such types, quantities or configuration, either individually or in total, on, under or near a structure, that creates an unreasonable risk of substantial damage to State property. The Contractor shall not store any hazardous materials on State property other than those that are integral to the Contractor's performance of the Contract, as allowed by the Contract and in accordance with 1.10, or in writing from the Engineer. The Contractor shall have the responsibility and duty to ensure the proper storage, handling, management and disposal of any such hazardous materials. The Contractor shall be liable to the Department for all remedial or punitive costs, damages or penalties incurred by the Department as a result of the Contractor's failure to fulfill this duty.

The Engineer may require environmental testing of the affected site at the Contractor's expense both prior to and upon completion of the Contractor's permitted use of the site or of other related State property. The

Contractor shall be responsible for ensuring that such a site is restored to the condition required by the Engineer and that all contaminants deposited on the site by the Contractor or its agents are removed and properly disposed of. All such restoration and removal activities must be carried out at the Contractor's expense, and must be carried out in accordance with the provisions of the Department's Required Best Management Practices, any applicable environmental permits, and all other applicable State or Federal laws or regulations.

The Contractor must submit any request to use State property for a staging or storage area to the District Engineer at the District Construction Office. The following information, at a minimum, must accompany such written request:

- (a) A detailed description of the proposed operation or use of State property.
- (b) A site plan detailing the proposed location of any operations, materials, or facilities related to the requested use, including any appropriate sedimentation or erosion controls.
- (c) An area plan detailing anticipated ingress to and egress from the site of the proposed activity or the Project site, as appropriate, and indicating the location of and proximity to residential or occupied buildings in the vicinity.
- (d) Copies of any related, required or affected environmental permits.
- (e) A detailed listing or description of the anticipated dates and hours of the proposed operations or activities.
- (f) Photo documentation (a minimum of 12 - 8 inch x10 inch color photographs) as follows:
  - (i) the preconstruction condition of each site of the proposed activities and
  - (ii) adjacent property at the boundaries of those areas.

If the site to be used or affected is State property that lies outside of any Department right-of-way, the Contractor must also obtain from other State agencies all necessary or appropriate authorizations for the proposed use(s) of State property.

Any request by the Contractor relating to a proposed use of State property for activities other than the establishment of a construction staging or storage area must also be submitted to the District Engineer at the District Construction Office, and must include the same information required by (a) through (f) of the preceding paragraph. In addition, in connection with such other requests, the Contractor must submit to the District Engineer:

(g) written confirmation from the municipality or municipalities in which each affected site is located that each such municipality has no objection to the proposed use or activity; and

(h) a license agreement with the Department, executed by the Contractor, on terms acceptable to the Department, defining the nature and scope of the proposed use or activity.

Gore areas are not available for disposal of surplus material.

For any request to establish or operate an asphalt batching or continuous mix facility, the Contractor must also provide to the District Engineer at the District Construction Office a map detailing the outermost perimeter of the proposed facilities and operations, showing all related and potentially-affected structures, land uses, watercourses, wetlands, and other areas of environmental concern within 1/3 of a mile of the facility or operation perimeter. No such facility will be permitted on State property where any hospital, nursing home, school, area of environmental concern, watercourse, or residential housing exists within 1/3 of a mile of the perimeter of the facility or operation (as per Public Act 98-216).

#### **SECTION 1.20-1.08 PROSECUTION AND PROGRESS FOR FACILITIES CONSTRUCTION**

*In the list of Articles, change the title of Article 1.20-1.08.10 "Annulment of Contract" as follows:*

#### **1.20-1.08.10—Facilities Construction - Termination of Contract for Cause**

*Replace Articles 1.20-1.08.08 and 1.20-1.08.10 with the following:*

**1.20-1.08.08—Facilities Construction - Extension of Time:** The Contractor may present to the Engineer a request in writing for an extension of Contract time if the time necessary for completion of the Project has been increased due to extra or added work or delays resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, except for weather or seasonal

conditions (unless extraordinary and catastrophic). Such causes include, but are not limited to, natural catastrophes, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, the presence of utility facilities (including railroads), fires, strikes, floods, or delays by suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or such suppliers.

The Contractor's plea that insufficient Contract time was allowed under the Contract before commencement of the Project is not a valid reason for extending the Contract time. Requests for an extension of time with adequate substantiation must be presented within 60 calendar days from the event that is the basis of the request or from the first effect of such an event on the Project. The Contractor will be responsible for providing all the documentation necessary to support the reasonableness of the additional time requested. This shall include a Critical Path Method Schedule Analysis and accompanying narrative that includes the specific dates and number of days for which the extension is sought, the basis or bases for the extension, and the schedule analysis illustrated in a graphic representation of the schedule impacts such as a bar chart or other type of graphical schedule. The critical path is a sequence of activities in a project wherein none of the activities can be delayed without affecting the final project end date.

Such requests will be considered by the Engineer and granted to the extent that he deems to be fair and reasonable. Requests will not be considered if based on delays caused solely by conditions existing at the time the bids were received and of which the Contractor might reasonably be expected to have had full knowledge at the time, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the Project as to materials, labor, or equipment. For all Project delays or time increases, except as provided below, additional Contract time is the sole remedy that the Contractor may have, and such periods of additional Contract time shall be deemed "Non-Compensable Delays." For delays caused by the State in its Contractual capacity, the Contractor may, in addition to a time extension, request additional compensation to reimburse it for damages sustained as a direct result of such delay, and such periods of extended Contract time may be deemed "Compensable Delays."

The period of compensable delay is limited as follows:

- (1) it may not include time more than 60 days prior to the Engineer's receiving written notice from the Contractor, with adequate substantiation, of its intent to claim damages for the delay, and
- (2) and it may not include periods of delay for which the State was responsible, but during which the Contractor experienced concurrent delays for which the State was not responsible.

Damages for periods of Project delay for which the State had sole responsibility shall be limited to the increased costs incurred by the Contractor (which shall not include lost profits), which the Contractor substantiates and which the Contractor shows were caused by such delays.

The Critical Path Method Schedule Analysis shall include at a minimum:

1. The manner in which the Contractor planned to construct the Project, in terms of activities, logical interrelationships of activities, work sequences, activity durations, and calendars.
2. The actual duration and sequences of the activities, based on what actually occurred on the Project.
3. The variances between the planned and actual performance of the work, listed in a chronological and cumulative manner, summing to the net total delay on the Project at the time of the request.
  - a. The causes of the variances between the planned and actual performance of the work, specifically allocating legal responsibility for each to either the Department or the Contractor.
  - b. The effects of the variances in work sequences, activity durations, manpower, and resources on the incurred costs of the affected party or parties.
4. An identification analysis of the causes of any concurrent delays on the Project.
5. Statements as to whether the time extension days sought are compensable or non-compensable, along with a specific statement of any compensation requested in connection with the time extension. Any request for a time extension that does not include a corresponding request for compensation will be assumed to be a request for a non-compensable time extension.
6. All associated analysis documents, worksheets, schedules and contemporaneous documents supporting the Critical Path Method Schedule Delay Analysis.

**1.20-1.08.10—Facilities Construction - Termination of Contract for Cause:** The Commissioner may give notice in writing to the Contractor and its surety of any delay, neglect, or default of the Contractor which the Commissioner believes has occurred, including one or more of the following:

1. Failure to begin the Project on the date specified in the Notice to Proceed.
2. Failure to perform the Project with sufficient personnel, equipment or materials to ensure timely Project completion.
3. Unsuitable performance of the Project or failure to perform Project work in accordance with the Contract.
4. Failure or refusal to remove or correct work rejected by the Engineer.
5. Discontinuance of suitable prosecution of the Project for a period of 72 hours, excluding Sundays and holidays, without written authorization to do so from the Engineer.
6. Failure to recommence discontinued work within 48 hours (excluding Sundays and holidays) after being ordered to do so by the Engineer.
7. Insolvency, filing for bankruptcy, or any act or occurrence which may render the Contractor financially incapable of completing the Project.
8. Failure to satisfy any final judgment for a period of 30 calendar days.
9. Making of any assignment for the benefit of creditors.
10. Violation of any provisions of the Contract.
11. Any other cause which, in the judgment of the Commissioner, warrants termination, including, but not limited to, violations of the antitrust or criminal laws, and attempts to deceive or defraud the Department in material matters.

If the Contractor or surety within a period of 10 calendar days after such notice does not proceed in conformance with the directions set forth in the notification, or fails to present a remedial plan of operation satisfactory to the Commissioner, then the Commissioner may, at his discretion, order the surety to complete the Project or, without violating the Contract, take the right to control and prosecute the Project out of the hands of said Contractor and surety. No termination of the Contract for such cause will be deemed to have occurred, however, unless the Commissioner himself or herself (and not merely a designated representative of his or hers) expressly declares it in a writing to the Contractor.

The Department may acquire or rent whatever materials or equipment are necessary in order to complete the Project and may seize and use for purposes of the Project (with any appropriate compensation to the Contractor) any material or equipment that the Contractor acquired or purchased expressly for the Project in accordance with a specific Contract requirement.

The Department may also enter into an agreement, either by negotiation or public letting, for the completion of the Contract according to the terms and provisions thereof, or use such other methods or combinations thereof as in the Commissioner's opinion shall be required or desirable for the completion of the Contract in an acceptable manner. All costs and charges incurred by the Department, in connection with completing the Project under the Contract, or as a result of the Contractor's default, shall be deducted from any monies due to or which may become due to the Contractor. In case such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable for, and shall pay to the State, the amount of the excess.

#### **SECTION 1.20-1.09 MEASUREMENT AND PAYMENT FOR FACILITIES CONSTRUCTION**

*In the list of Articles, add the following:*

#### **1.20-1.09.00—Facilities Construction - Unit Price Items, Lump Sum Items, Major Lump Sum Items**

*Add Article 1.20-1.09.00 and replace Articles 1.20-1.09.04 and 1.20-1.09.05 as follows:*

**1.20-1.09.00—Facilities Construction - Unit Price Items, Lump Sum Items, Major Lump Sum Items:** Facilities Construction projects are bid with both lump sum and unit price items which are in addition to the Major Lump Sum Item (MLSI) of the Project. These separate items will be measured for payment on a unit price or lump sum basis (whichever is applicable) for which a separate bid price is required, at the quantities indicated in the Bid Proposal Form. Each item to be measured is more specifically described in a corresponding Standard Specification or a special provision.

Standard Items are referenced by their item numbers; refer to the applicable article for the requirements for this item. Special provisions are referenced by their item number followed by an "A" suffix; refer to the special provisions for requirements for this item.

All work depicted on the Contract Plans and described in the Contract Specifications, including mobilization and project closeout, is included in the MLSI of the Project, with the exception of the unit price or other lump sum items listed in the Bid Proposal Form. Any work incidental to an item which is not specifically described or included in the item, but which is required for performance and completion of the work required under the Contract, is included in the MLSI.

**1.20-1.09.04—Facilities Construction - Extra and Cost-Plus Work:** Extra work shall be performed only under the conditions and subject to the requirements outlined in 1.20-1.04.05. Payment for extra work may be made on any unit price or lump sum price or other basis to which the Engineer and the Contractor agreed in writing, or the Engineer may order that the Contractor will be paid for the work on the cost-plus basis described in this Article.

The following sets forth the components of the cost-plus basis for making payments:

**(a) Labor:**

- (1) For all labor used by the Contractor for the subject work, the Department will pay the Contractor the wage rate that it actually paid for same, as shown by its certified payroll, which shall be at least the minimum rate established for the Project by the CT Department or the U.S. Department of Labor. For all foremen in direct charge of Project work, the Department will pay the Contractor the actual wage paid to the foremen as shown on the Contractor's certified payroll.
- (2) The Department will reimburse the Contractor for the actual costs paid to, or on behalf of, workers by reason of allowances, health and welfare benefits, pension fund benefits and other such benefits in connection with the subject work, when such amounts are required by a collective bargaining agreement or another employment contract generally applicable to the classes of labor employed on the Project. The Contractor shall certify all such costs in writing to the Engineer.
- (3) For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on Project cost-plus work, the Department will reimburse the Contractor for its actual Project costs. The Contractor shall provide to the Engineer documentation, satisfactory to the Engineer in form and substance, of all such costs.
- (4) The Department will also pay to the Contractor an amount equal to 20% (15% for overhead, 5% for profit) of the total sums described in (a) (1) through (3) above.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of project superintendent, who provides general supervision of Project work, will be included in the above payment calculations, except when the Contractor's organization is entirely occupied with cost-plus work, in which case the salary of a superintendent may be included in said labor item when the nature of the pertinent Project work is such that, in the opinion of the Engineer, a superintendent was required for that work. The Engineer and the Contractor may agree in writing to the allowable rate of pay for such superintendent, or the Engineer may make payment based on such rate as he deems reasonable.

The Engineer reserves the right to determine the number and type of personnel to be employed for the cost-plus Project work.

**(b) Specialized Work:** When the Engineer directs the Contractor to perform specialized work requiring skills, tools and equipment substantially unlike those ordinarily used by the Contractor or its authorized Project subcontractors, the Department will pay the Contractor for the use of a specialist to perform the specialized work. For such specialized services, including materials incorporated into the Project, the Department will pay the Contractor its actual costs, plus additional compensation in accordance with subparagraph (e) below. If so requested by the Engineer, the Contractor shall obtain and submit to the Engineer, prior to performing such specialized work, a minimum of three price quotes for the work.

**(c) Materials:** For all materials necessary for cost-plus Project work, the Department will pay the Contractor its actual cost for such materials, including delivery charges as shown by original receipted bills, plus 15 % of the sum of said cost and charges.

In lieu of receipted bills for materials used for the Project, but which were not specifically purchased for the Project, but rather were taken from the Contractor's stock, the Contractor shall provide to the Engineer an affidavit certifying that such materials were not purchased for the Project, that the materials were taken from the Contractor's stock, that the quantity claimed to have been used on the Project was actually so used, and that the price claimed for the materials reflects their fair market value at the time of their use on the

Project. The Department will pay for costs of transporting the materials to the Project site, in accordance with subparagraphs (a) and (d) hereof.

The Department will not reimburse the Contractor for any penalty or charge incurred by the Contractor due to the Contractor's late or delayed payment for the pertinent materials.

**(d) Equipment:** All equipment used for cost-plus Project work must, in the judgment of the Engineer, be in good working condition and suitable for its Project purpose; and the Engineer reserves the right to determine the size and number of units of equipment to be used for such work. The manufacturer's ratings shall be the basis for all Rental Rate Blue Book classifications used for payment purposes. ("Rental Rate Blue Book" as used in these specifications refers to the current edition of the Rental Rate Equipment Watch Blue Book Services, taking into account all current Rate Adjustment Tables, and amendments thereof.) Trucks will be classified by cubic-yard capacity.

No percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

The Department will not pay rental rates for small tools needed to complete the cost-plus Project work.

For payment purposes, estimated operating costs per hour from the Rental Rate Blue Book will apply only to the actual time during which the equipment is actively being used to perform cost-plus Project work.

For equipment that is also being used for non-cost-plus Project work, the Department will pay the applicable hourly rate only for the actual time that the equipment was assigned to cost-plus Project work. The applicable period of assignment for each piece of equipment shall start when the equipment commences to be used for cost-plus Project work ordered by the Engineer, and shall end at the time designated by the Engineer.

For equipment brought to the Site exclusively for cost-plus work, the Department will reimburse the Contractor for loading and unloading costs and costs of transporting such equipment to and from the Project site; provided, however, that payment for return transportation from the Site shall not exceed the cost of moving the equipment to the Site. If such a piece of equipment is self-propelled, and is driven to the Site under its own power, then the Department will pay only operating costs and labor costs for its transport to and from the Project site. The Department will not, however, pay for any loading, unloading and transportation costs if the equipment is used for any Project work on the Site other than cost-plus work.

(1) Owned Equipment: The Department will pay the Contractor the applicable rental rate set forth in the Rental Rate Blue Book for any equipment (1) which the Contractor uses, with the Engineer's authorization, to perform cost-plus Project work, and (2) which is owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor).

The maximum hourly rate to be used in paying for Contractor-owned equipment assigned to cost-plus work shall be the applicable monthly rate in the Rental Rate Blue Book, divided by 176 (176 working hours per month).

Should the proper completion of the cost-plus Project work require equipment of a type not covered by the Rental Rate Blue Book, the Engineer will determine, and the Department will make payment to the Contractor at, a reasonable rental rate based on relevant rates prevailing in the area of the Project. If practicable, such rates shall be determined by the Engineer before the affected work is begun. If the Contractor proposes that the Engineer use a particular rate in such an instance, the Contractor must disclose to the Engineer the specific sources of, or support for, said rate.

If a piece of equipment owned by the Contractor is assigned to cost-plus Project work, but remains idle for some portion of the period of the cost-plus work, the Department will pay for that idle time at 50% of the applicable rental rate (exclusive of operating costs) in the Rental Rate Blue Book.

For payment purposes, the period of equipment usage shall be deemed to start when the Contractor begins to use the equipment for cost-plus Project work and shall be deemed to end when the equipment is released by the Engineer from use for such work. Any hours during which the equipment is used for work other than cost-plus Project work will be deducted from the pertinent payment period.

For any piece of Contractor-owned equipment assigned to cost-plus Project work, the Department will reimburse the Contractor for an aggregate minimum of 8 hours (of use time, idle time, or a combination thereof) in each 24-hour day (measured from one midnight to the following midnight) during the assignment period. No such reimbursement will be made, however, for Saturdays, Sundays and legal holidays during which the Contractor does no Project work, or for any other day on which the Engineer orders the Contractor to do no Project work. If the equipment is used to perform



cost-plus Project work for more than 8 hours in a day, the Department will pay the Contractor at the applicable hourly rate computed on a monthly basis for the actual time of use; however the Department will not pay the Contractor for more than 8 hours of idle time for a piece of equipment during a given day.

The Department shall have the right to limit its aggregate Project payments for idle time for a given piece of equipment to the replacement value of that equipment.

- (2) **Rented Equipment:** If the Engineer determines that in order to perform the cost-plus Project work the Contractor must rent certain machinery, trucks or other equipment not owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor), the Contractor shall provide to the Engineer in writing, in advance of such rental,

1. the specific nature of the rental(s),
2. the reasons for its need for such rental(s),
3. the anticipated or proposed rental rate(s), and
4. the estimated duration for the use of each piece of such rented equipment.

Proposed rates for such rented equipment must be based on the following:

—A daily rate per hour when the equipment is to be specifically assigned to Project work by the Engineer for a period of 7 consecutive calendar days or less.

—A weekly rate per hour when such assigned time exceeds 7 consecutive calendar days, but does not exceed 21 consecutive calendar days.

—A monthly rate per hour when such assigned time exceeds 21 consecutive calendar days.

The applicable daily, weekly, or monthly rate will be determined at the expiration of 21 calendar days or upon release of the equipment by the Engineer, whichever occurs first. Interruptions of the rental period, when equipment is used for work other than assigned cost-plus work, will not entitle the Contractor to payment at a rental rate that would be applicable to a shorter period that might arguably have been occasioned by such interruptions.

If so requested by the Engineer, the Contractor shall, prior to renting such equipment, obtain and submit to the Engineer in writing a minimum of three rate quotes for rental of the equipment.

The Department will pay the Contractor for such rental at the rate actually paid by the Contractor, provided that the given use and rental rate are acceptable to the Engineer. In order to obtain such payment, the Contractor must provide the Engineer with a copy of the original receipted bill for the rental expenses incurred.

(e) **Administrative Expense:** When extra work is performed on a cost-plus basis by a subcontractor acceptable to the Engineer, the Department will pay the Contractor an additional 7.5% for that work; such payment will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in connection with such work. The Engineer will approve such additional payments only if and when the Contractor provides to the Engineer receipted invoices for all relevant costs.

(f) **Miscellaneous:** The compensation provided for in (a), (b), (c), (d) and (e) above shall be deemed to be payment in full for the extra work, and shall be deemed as full compensation for same, including costs of superintendence, use of small tools, equipment for which no rental is allowed, safety equipment, consumables, field office overhead, home office overhead, bonding, other insurance, and profit. The Contractor's representative and the Engineer shall compare their respective records related to the extra work done on a cost-plus basis at the end of each day. Copies of these records shall be signed by both the Engineer and the Contractor's representative. The Engineer will then forward a copy of same to the Contractor and to any affected subcontractor in accordance with Department procedures. Upon payment of such costs by the Contractor, the Contractor shall immediately furnish the Engineer with original receipted bills covering the costs, including transportation charges, for all materials used for such work.

**1.20-1.09.05—Facilities Construction - Eliminated Items:** The Engineer may eliminate from the Contract any pay unit item, or any portion of Project work contained in a lump sum item by giving written notice of said elimination to the Contractor. Such elimination shall in no way invalidate the Contract.

The Engineer will make final payment to the Contractor for materials at the actual cost of the materials for eliminated pay unit items or portions of work contained in a lump sum item only under the following terms and conditions:

1. the materials were ordered by the Contractor prior to the Engineer's issuance to the Contractor of a written notice of the unit or work's elimination (as evidenced by a dated invoice from the vendor);
2. the materials conformed to all Contract requirements; and
3. the Contractor could not have cancelled its order within 2 days after the issuance of the elimination notice.

Any materials paid for by the Department on these conditions shall then be property of the State, and the State shall assume, or shall reimburse the Contractor for, the actual cost of any further handling necessary to deliver said materials to a location designated by the Engineer.

If the relevant materials purchased by the Contractor are returnable to their vendor and if the Engineer so directs, the Contractor shall return the materials to the vendor, in which case the Department will reimburse the Contractor for any reasonable changes made to the Contractor by the vendor for the return of the materials, and for the actual costs to the Contractor of its handling the materials in returning them to the vendor. Such reimbursements by the Department shall be computed as though the work were being paid for on a cost-plus basis under 1.20-1.09.04.

If the Engineer determines that an elimination of a pay unit item or portion of work contained in a lump sum item constitutes a "significant change" in the character of the Contract work, as defined under 1.20-1.04.03, necessitated by a written order of the Engineer, the terms of 1.20-1.04.03 shall govern the payment to be made in relation to the eliminated item or work.

### **SECTION 1.20-1.11 CLAIMS FOR FACILITIES CONSTRUCTION**

*Replace Section 1.20-1.11 in its entirety with the following:*

**1.20-1.11.01—Facilities Construction - General:** When the Contractor files against the Department or the State a formal claim (a "formal" claim being one that seeks resolution through binding arbitration or court litigation, rather than through negotiation or mediation) under CGS Section 4-61 as revised ("Section 4-61"), whether as a Section 4-61 notice of claim, demand for arbitration or as a complaint in the Superior Court, the Contractor must follow the procedures and comply with the requirements set forth in this Section of the Specifications, as well as those set forth in Section 4-61. If this Section sets forth additional, more specific, or demanding requirements than does Section 4-61 in any respect, this Section shall govern the matter. While the requirements of this Section may not strictly apply to informal claims ("informal" claims being those which the Contractor seeks to resolve through negotiations with the Department, in or outside of a mediation) for additional compensation or other relief from the Department, the Contractor should understand that the Department may need and may demand (in which case the Contractor must provide), the same kinds of documentation and other substantiation that are required under this Section for formal claims. In addition, any time extension request submitted as part of a claim, must satisfy the requirements of this specification and those of 1.08.08. It is the intent of the Department to compensate the Contractor for actual increased costs caused by or arising from acts or omissions on the part of the Department that violate legal or contractual duties owed to the Contractor by the Department.

**1.20-1.11.02—Facilities Construction - Notice of Claim:** Whenever the Contractor intends to file a demand for arbitration or a court complaint against the Department under Section 4-61, the Contractor must first notify the Commissioner of the details of said claim, in writing via certified mail (in strict compliance with Section 4-61), and such written notice must contain all pertinent information described in 1.20-1.11.05 below.

Once a formal notice of a claim under Section 4-61 has been given to the Commissioner, the claimant may not change the claim in any way, in either concept or monetary amount, except insofar as the claim seeks damages that will continue to accrue after submission of the notice, in ways described and anticipated in that notice.

**1.20-1.11.03—Facilities Construction - Record Keeping:** The Contractor shall keep daily records identifying:

- (1) Each aspect of the Project affected by matters related to any claim for additional compensation or relief that the Contractor has filed, intends to file, or has reason to believe that it may file against the Department
- (2) The specific Project locations where Project work has been so affected

(3) The number of people working on the affected aspects of the Project at the pertinent time(s)

(4) The types and number of pieces of equipment on the Project site at the pertinent time(s)

All events or conditions that have a potential or anticipated effect on the Project's progress or schedule and that may result in a claim by the Contractor shall be documented contemporaneously with the event or discovery of the pertinent condition(s), or immediately thereafter. If this is not done, the Contractor may not file the related claim and may not be awarded relief upon it. Without such information, the Department and the Office of the Attorney General may not be able to adequately determine what claims have merit or to what extent they have merit, or what amounts of compensation may be warranted and supportable. Moreover, State officials involved in the analytic or negotiation process may not be able to properly substantiate and support the recommendations that they must make to their superiors, including the Attorney General, and sometimes the Governor, in the course of a settlement process.

**1.20-1.11.04—Facilities Construction - Claim Compensation:** If the Contractor proves entitlement for damages, payment shall be made in accordance with the following provisions:

**(a) Compensable Items:** The liability of the Department for claims will be limited to the following specifically-identified items of cost, insofar as they have not otherwise been paid for by the Department (for instance, through payment for extra work, which under 1.20-1.04.05 includes overhead and profit), and insofar as they were caused solely by the actions or omissions of the Department or its agents. The Department will pay for direct labor expenses, direct costs for materials, and direct costs for active equipment use, plus an additional ten percent (10%) of the total amount of such direct costs as payment for home office overhead and profit.

**Compensable delay-related costs:** The Department will pay for any additional field office overhead and idle equipment costs for each day of Project Critical Path delay or suspension caused solely by action or inaction of the Department.

If the Critical Path delay or suspension period is less than 30 calendar days, the Department will pay an additional ten percent (10%) of the additional field office overhead costs as payment for home office overhead and profit. For delays less than 30 calendar days, idle equipment will be paid at 50% of the Rental Rate Blue Book rate.

For delays equal to or longer than 30 calendar days, the Department will pay a per diem rate, calculated as six percent (6%) of the original total Contract amount divided by the original number of days of Contract time, as payment for home office overhead and profit.

In paying for idle equipment equal to or longer than 30 calendar days, the Department will pay for actual equipment costs. Actual equipment costs shall be based upon records kept in the normal course of business and in accordance with generally-accepted accounting principles. Under no circumstances shall Rental Rate Blue Book or other guide or rental rates be used for this purpose (unless the Contractor had to rent the equipment from an unrelated party, in which case the actual rental charges paid by the Contractor, so long as they are reasonable, shall be reimbursed by the Department).

If the final Contract Value is greater than the original Contract Value, any delay-related costs that are compensable under this Article shall be reduced by eight percent (8%) of the difference between the final Contract Value and the original Contract Value.

Such payments for compensable delay-related costs shall be deemed to be complete and mutually-satisfactory compensation for field and home office overhead related to the period of delay or suspension.

Subcontractor costs of any kind, however, may be paid for by the Department only (a) in the context of a negotiated claims settlement or (b) if the Contractor has itself paid or legally-assumed, present unconditional liability for those subcontractor costs.

**(b) Non-Compensable Items:** The Department will have no liability for the following specifically-identified non-compensable items:

- (1) Profit, in excess of that provided for herein.
- (2) Loss of anticipated profit.
- (3) Loss of bidding opportunities.
- (4) Reduction of bidding capacity.
- (5) Home office overhead in excess of that provided for herein.
- (6) Attorney's fees, claims preparation expenses, or other costs of claims proceedings or resolution.
- (7) Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these Specifications or elsewhere in the Contract.

**1.20-1.11.05—Facilities Construction - Required Claim Documentation:** All claims shall be submitted in writing to the Commissioner, and shall be sufficient in detail to enable the Engineer to ascertain the basis and the amount of each claim, and to investigate and evaluate each claim in detail. When submitting any claim over \$50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the Contract, that the following are true:

1. That supporting data is accurate and complete to the Contractor's best knowledge and belief;
2. That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Department's liability.

The certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

When submitting a claim to the Commissioner, as a minimum, the Contractor must provide the following information for each and every claim and sub-claim asserted:

- (a) A detailed factual statement of the claim, with all dates, locations and items of work pertinent to the claim.
- (b) A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim, must be specifically identified or explained.
- (c) Excerpts from manuals or other texts which are standard in the industry, if available, that support the Contractor's claim.
- (d) The details of the circumstances that gave rise to the claim.
- (e) The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the Contractor.
- (f) Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.
- (g) The name, function, and pertinent activity of each Contractor's or subcontractor's official, or employee involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.
- (h) The amount(s) of additional compensation sought and a breakdown of the amount(s) into the categories specified as payable under 1.20-1.11.04 above.
- (i) The name, function, and pertinent activity of each Department official, employee or agent involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

**1.20-1.11.06—Facilities Construction - Auditing of Claims:** All claims filed against the Department shall be subject to audit by the Department or its agents at any time following the filing of notice of such claim. The Contractor and its subcontractors and suppliers shall cooperate fully with the inquiries and document requests of the Department's auditors. Failure of the Contractor, its subcontractors, or its suppliers to maintain and retain records that are sufficient to enable the Department or its agents to fully evaluate the claim shall constitute a waiver of any portion of such claim that cannot be verified by specific, adequate, contemporaneous records, and shall bar recovery on any formal claim or any portion of such a claim for which such verification is not produced. Without limiting the foregoing requirements, and as a minimum, the Contractor shall make available to the Department and its agents the following documents in connection with any claim that the Contractor submits:

- (1) Daily time sheets and project superintendent's daily reports.
- (2) Union agreements, if any.
- (3) Insurance, welfare, and benefits records.
- (4) Payroll register.
- (5) Earnings records.
- (6) Payroll tax returns.
- (7) Records of property tax payments.
- (8) Material invoices, purchase orders, and all material and supply acquisition contracts.
- (9) Materials cost distribution worksheets.
- (10) Equipment records (list of company equipment, rates, cost pools, etc.).
- (11) Vendor rental agreements
- (12) Subcontractor and vendor subcontracts, purchase orders, and/or agreements including all change orders and modifications.

- (13) Subcontractor and vendor invoices to the Contractor, and the Contractor's certificates of payments to subcontractors and vendors.
- (14) Subcontractor payment certificates.
- (15) Canceled checks (payroll, subcontractors, and vendors).
- (16) Job cost reports.
- (17) Job payroll ledger.
- (18) General ledger, general journal (if used), and all subsidiary ledgers and journals, together with all supporting documentation pertinent to entries made in these ledgers and journals.
- (19) Cash disbursements journals.
- (20) Financial statements for all years reflecting the operations on the Project.
- (21) Income tax returns for all years reflecting the operations on the Project.
- (22) Depreciation records on all company equipment, whether such records are maintained by the company involved, its accountant, or others.
- (23) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
- (24) All documents which reflect the Contractor's actual profit and overhead during the years that the Project was being performed, and for each of the five (5) years prior to the commencement of the Project.
- (25) All documents related to the preparation of the Contractor's bid, including the final calculations on which the bid was based.
- (26) All documents which relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.
- (27) Worksheets used to prepare the claim, which indicate the cost components of each item of the claim, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and subcontractors' damages, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.

**SECTION 2.11  
ANTI-TRACKING PAD**

**2.11.01—Description**

**2.11.02—Materials**

**2.11.03—Construction Methods**

**2.11.04—Method of Measurement**

**2.11.05—Basis of Payment**

**2.11.01—Description:** This work shall consist of furnishing, installing, maintaining and removing a crushed stone anti-tracking pad on geotextile filter fabric. All areas affected by the anti-tracking pad shall be restored to the original or plan contours. If shown on the plans or ordered by the Engineer, the restored areas shall be stabilized with turf establishment.

**2.11.02—Materials:**

The crushed stone shall meet the gradation requirements of M.01.02 for No. 3 stone.

Geotextile filter fabric shall meet the requirements of 7.55 and M.08.01-19.

Topsoil, if necessary, shall meet the requirements of M.13.01.

Seed, if necessary, shall meet the requirements of M.13.04.

Fertilizer, if necessary, shall meet the requirements of M.13.03.

Mulch, if necessary, shall meet the requirements of M.13.05.

**2.11.03—Construction Methods:** Clear area of anti-tracking pad of all vegetation and excavate to a maximum depth of 4 inches. Place geotextile filter fabric over the full width and length of excavated area and cover with No. 3 crushed stone to a minimum depth of 6 inches.

The anti-tracking pad shall be uniformly graded to produce the entry and exit path to the Site for all construction equipment. The pad shall be maintained of sufficient grading and stone surface to capture all soils and sediment from equipment tires prior to such exiting from the Site.

Crushed stone shall be replenished or replaced as necessary or as ordered by the Engineer to assure sufficient capture of sediment at the construction Site. Any sediment or crushed stone tracked off the Site shall be immediately cleaned, swept and removed by the Contractor at no cost to the State.

**2.11.04—Method of Measurement:** This work will be measured for payment by the number of square yards of accepted anti-tracking pad completed as shown on the plans or as ordered by the Engineer.

**2.11.05—Basis of Payment:** Payment for this work will be made at the Contract unit price per square yard for "Anti-Tracking Pad," which shall include furnishing and placing all material, including the geotextile; for maintaining the anti-tracking pad during the Project construction period; for removing the anti-tracking pad after completion of the Project; for restoring the Site, including any required turf establishment; and for all labor, equipment, tools, and incidentals required to complete the work as well as the cleaning and sweeping of any sediment or crushed stone tracked off the Site.

Clearing and grubbing required to install the anti-tracking pad will be paid under the item "Clearing and Grubbing."

Pay Item	Pay Unit
Anti-Tracking Pad	s.y.

**SECTION 5.03  
REMOVAL OF AND ALTERATIONS TO  
EXISTING BRIDGES**

*Rename and replace Section 5.03 in its entirety as follows:*

**SECTION 5.03  
REMOVAL OF SUPERSTRUCTURE**

**5.03.01—Description****5.03.02—Vacant****5.03.03—Construction Methods****5.03.04—Method of Measurement****5.03.05—Basis of Payment**

**5.03.01—Description:** This work shall include the full or partial removal and disposal of superstructure(s), as indicated on the plans.

**5.03.02—Vacant****5.03.03—Construction Methods:****1. Submittals:**

The Contractor shall prepare and submit written procedures and working drawings, in accordance with 1.05.02. The submittals 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 where required
- installation and removal of
  - a. debris shields
  - b. working platforms
  - c. falsework
- temporary support(s) for maintenance of traffic
- modification to and restoration of the structure to remain in place

**2. Removal:** Superstructures which are to be fully or partially removed by the Contractor shall be removed to the limits shown on the plans or as directed by the Engineer. Where components to be removed are designated on the plans for salvage, the Contractor shall carefully remove, preserve, deliver to and unload the components at the location specified in the Contract.

General removal may be performed by excavator-mounted demolition equipment or other methods except where prohibited on the plans or as directed by the Engineer.

If partial removal of concrete is required, it shall be sawcut to the neat lines as indicated on the plans. Near reinforcing steel that is to remain, the Contractor must use limited methods for removal, such as 15 pound hammers or other methods accepted by the Engineer.

Reinforcing steel shall be cut and removed where shown on the plans. Reinforcing steel to remain shall be cleaned of all concrete and corrosion products by oil-free abrasive blasting, high-pressure water blasting or other methods accepted by the Engineer. The reinforcing steel and concrete surfaces shall be free from dirt, oil, cement fines (slurry), or any material that may interfere with the bond of the proposed concrete. Tightly-bonded light rust on the reinforcing surface is acceptable.

Where staged construction requires concrete to be removed adjacent to the existing superstructure that will continue to support live load, the Contractor shall cut the concrete in accordance with the accepted working drawings.

When the existing structure is to carry traffic during the staged construction of the new work, the Contractor shall alter the structure as required by the plans. The structure and approaches shall be kept in a safe and satisfactory condition for the use of traffic at all times until the new structure is completed and open to traffic. The Contractor shall take all precautions and do such work as may be necessary to prevent damage to the structure or approaches due to the construction operations. When no longer required for traffic, the temporary alteration to the structure shall be removed in accordance with the requirements of the plans or as directed by the Engineer.

**3. Disposal of Debris:** The Contractor shall properly dispose of all construction debris either off-Site, or on-Site in accordance with 2.02.03-5.

**4. Damage Mitigation:** When removing the superstructure or a portion thereof, the Contractor shall take necessary precautions to prevent debris from dropping to areas below the superstructure, onto adjacent traffic lanes or onto adjacent property. Any damage to adjoining areas, including but not limited to new construction, public

utility installations, abutting property and to the portions of the structure that will remain shall be repaired by the Contractor in accordance with 1.05.11.

**5.03.04—Method of Measurement:** This work, being paid on a lump sum basis, will not be measured.

**5.03.05—Basis of Payment:** Prior to beginning work, the Contractor shall submit a proposed schedule of values for review and concurrence by the Engineer.

This work will 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 or partial removal of the superstructure (including saw cutting and the erection and removal of temporary falsework or supports of any kind) and shall include the proper disposal thereof.

Payment for the full or partial removal of bridge substructure(s) will be made at the Contract unit price per cubic yard for "Removal of Existing Masonry," in accordance with 9.74.05.

Pay Item	Pay Unit
Removal of Superstructure	l.s.



**SECTION 5.04  
RAILROAD PROTECTION**

*Replace Section 5.04 in its entirety with the following:*

**SECTION 5.04  
RAILROAD PROTECTION**

**5.04.01—Description:** This item shall consist of securing protective services of workers such as flagmen, electric traction linemen, inspectors, track foremen, signalmen, or other such protective services deemed necessary by a railroad engaged in or affected by the Project operations of the Contractor on, over, under or adjacent to the railroad's right-of-way. This item shall also include any material or equipment incidental to or required for the provision of such required protective services. The Contractor shall secure such services as are required by the railroad, and if said services are obtained from the railroad, the Contractor shall reimburse the railroad for them, in accordance with relevant Contract terms or with the railroad's customary terms for such transactions. The Contractor must understand that the railroad may require advance payment of all or a portion of the estimated costs for the services, in which case the Contractor shall make such advance payment.

**5.04.02—Vacant**

**5.04.03—Vacant**

**5.04.04—Method of Measurement:** Only Project-related protective services billed by the railroad and approved by the Engineer will be measured for payment. Protective services which the Engineer did not approve or deem necessary for the proper completion of the Project will not be measured for payment.

**5.04.05—Basis of Payment:** The sum of money for this item shown in the bid Estimate and in the itemized bid proposal as "Estimated Cost" for this work will be considered and treated as the bid price for it, even though payment for it will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original bid price will be used as the total amount for the Contract item. The Department will pay the Contractor for "Railroad Protection" at the actual hourly rate charged to the Contractor for railroad protection services approved by the Engineer (shown in the monthly statement or receipted bills to the Contractor from the entity that provided the actual services), plus a 5% markup. This price shall include all labor, material and equipment provided by a railroad for protective services required for Project operations.

Protective services used solely for the convenience or benefit of the Contractor shall be the legal and financial responsibility of the Contractor and will not be included in this item.

Final acceptance of the Project and resolution of financial Project obligations by the Department will be contingent upon the Contractor's providing the Department with proof that each railroad involved in the Project has been reimbursed for all necessary protective services provided by the railroad or that the Contractor has made some other arrangements satisfactory to said railroad(s) for such reimbursement.

Pay Item	Pay Unit
Railroad Protection	est.

**SECTION 8.03  
PAVED DITCHES AND CHANNELS**

*Replace Section 8.03 in its entirety with the following:*

**SECTION 8.03  
PAVED DITCHES, PAVED APRONS AND  
PAVED CHANNELS**

- 8.03.01—Description**
- 8.03.02—Materials**
- 8.03.03—Construction Methods**
- 8.03.04—Method of Measurement**
- 8.03.05—Basis of Payment**

**8.03.01—Description:** The work under this item includes placing and compacting of a bituminous concrete course on a pre-excavated foundation forming paved ditches, aprons or channels in accordance with the line, grade, compacted final thickness and typical cross-section shown on the plans.

**8.03.02—Materials:** The materials for this work shall meet the following requirements:  
Bituminous Concrete Curb Mix shall meet the requirements of 4.06 and M.04.01.  
Processed Aggregate Base shall meet the requirements of M.05.01.

**8.03.03—Construction Methods:** The processed aggregate base course shall be placed in a single course, 4 inches compacted thickness, in accordance with 3.04.03. The surface shall be a 2 inch course of bituminous concrete curb mix. The bituminous concrete shall be placed and thoroughly compacted with compaction equipment suitable for small areas.

**8.03.04—Method of Measurement:** The quantity to be measured for these items will be the surface area in square yards of paved ditch, paved apron or paved channel constructed and accepted.  
Formation of Subgrade and Processed Aggregate Base will not be measured for payment.

**8.03.05—Basis of Payment:** This work will be paid for at the Contract unit price per square yard for "Paved Ditch," "Paved Apron" or "Paved Channel." The price shall include all materials, tools, equipment and work incidental thereto.

Excavation will be paid for in accordance with 2.06.  
Bituminous Concrete Lip Curbing for Paved Channels will be paid for in accordance with 8.15.

Pay Item	Pay Unit
Paved Ditch	s.y.
Paved Apron	s.y.
Paved Channel	s.y.

**SECTION 8.11  
CONCRETE CURBING**

*Replace Section 8.11 in its entirety with the following:*

**SECTION 8.11  
CONCRETE CURBING**

**8.11.01—Description:** This item shall consist of concrete curbing, furnished in accordance with the dimensions and details of the plans, and installed to the lines and grades shown on the plans.

**8.11.02—Materials:** All concrete curbing shall be constructed with Class "F" concrete as defined in M.03.02.

Precast curbing shall meet the requirements of M.08.02-4.

Joint filler shall meet the requirements of M.03.08-2.

Base material, if required, shall meet the requirements of M.02. 01, M.02.02 or M.05.01.

**8.11.03—Construction Methods:** Construction methods shall meet the requirements of 6.01.03, as supplemented by the following:

**1. Excavation:** Excavation shall be made to the required depth, and the base upon which the curbing is to be set shall be compacted to a firm, even surface.

**2. Section Lengths and Joints:** All straight curbing sections shall be uniform length and a minimum of 8 feet.

Curved curb section lengths may vary with radii of curves.

When a gap of less than 8 feet is required for closure, the length of curbing may be varied, but no section less than 2 feet will be permitted.

For both precast and cast-in-place concrete curbing, a 1/2 inch joint shall be filled with joint filler at intervals of approximately 50 feet; and contraction joints shall be placed at intervals of approximately 15 feet.

**3. Cast-In-Place Curbing:** Forms shall be clean and founded on a moist, firm, unfrozen base and the curbing shall be constructed so that the exposed faces may be accessed before the concrete has taken final set to allow finishing. Cast-in-place curbing shall be finished in accordance with 6.01.03-10(b).

**4. Precast Concrete Curbing:** The Contractor shall stabilize the precast concrete curbing during installation until backfilling is complete.

Precast curbing set on a radius of 50 feet or less shall be fabricated to the required radius within the manufacturer's tolerance.

**5. Backfilling:** The backfill shall consist of approved material placed in 6 inch layers and each layer shall be thoroughly compacted. The final elevation of the backfill shall match the lines shown on the plans, or as ordered by the Engineer.

**8.11.04—Method of Measurement:** This work will be measured for payment along the top of the curb and will be the actual number of linear feet of concrete curbing completed and accepted.

**8.11.05—Basis of Payment:** Payment for this work will be made at the Contract unit price per linear foot for "Concrete Curbing" of the type specified, complete and accepted in place, which price shall include all excavation, materials, equipment, tools, backfilling, disposal of surplus material, and labor incidental thereto.

There will be no direct payment for furnishing, placing and compacting base material, but the cost of this work shall be considered as included in the general cost of the work.

Pay Item	Pay Unit
Concrete Curbing (Type)	l.f.

**SECTION 8.13  
STONE CURBING**

*Replace Section 8.13 in its entirety with the following:*

**SECTION 8.13  
STONE CURBING**

**8.13.01—Description:** This item shall consist of stone curbing, furnished in accordance with the dimensions and details of the plans, and installed to the lines and grades shown on the plans.

**8.13.02—Materials:** The stone curbing shall meet the requirements of M.12.06.

The mound of concrete required at all stone curbing joints shall meet the requirements of any mix design type listed in Table M.03.02-1.

Mortar shall meet the requirements of M.11.04.

Base material, if required, shall meet the requirements of M.02.01, M.02.02 or M.05.01.

**8.13.03—Construction Methods:**

**1. Excavation:** Excavation shall be made to the required depth and the base upon which the curbing is to be set shall be compacted to a firm, even surface.

**2. Section Lengths and Joints:** For straight curbing, approximately 80% of the stones shall be furnished in lengths of not less than 6 feet and the remaining 20% in lengths of not less than 4 feet, interspersed at random in order to allow for closures.

Curved curb section lengths may vary with radii of curves, but no section less than 2 feet will be permitted.

The space between each section of curbing shall be 1/2 inch and shall be pointed with mortar for the full depth of the curbing. At uniform intervals of approximately 50 feet, one joint shall be left unfilled

A mound of concrete, as shown on the plans, shall be placed at each joint prior to placing sections adjacent to the joint.

Break back of stone curbing shall be as shown on the plans.

The ends of the curbing at driveways and intersections shall be cut at a bevel or rounded, as directed by the Engineer.

**3. Curved Stone Curbing:** This shall be defined as curbing set on a radius of 100 feet or less and shall be fabricated to the required radius within the manufacturer's tolerance.

**4. Backfilling:** The backfill shall consist of approved material placed in 6 inch layers and each layer shall be thoroughly compacted. The final elevation of the backfill shall match the lines shown on the plans, or as ordered by the Engineer.

**8.13.04—Method of Measurement:** This work will be measured for payment along the top of the curb and will be the actual number of linear feet of stone curbing or curved stone curbing completed and accepted.

**8.13.05—Basis of Payment:** Payment for this work will be made at the Contract unit price per linear foot for "Stone Curbing" or "Curved Stone Curbing," of the type and size specified, complete and accepted in place, which price shall include all excavation, materials, equipment, tools, backfilling, disposal of surplus material and labor incidental thereto.

There will be no direct payment for furnishing, placing and compacting base material, beveling or rounding the ends of the curbing and pointing the joints with mortar, but the cost of this work shall be considered as included in the general cost of the work.

Pay Item	Pay Unit
Stone Curbing (Type-Size)	l.f.
Curved Stone Curbing	l.f.

**SECTION 8.16  
GRANITE SLOPE CURBING**

*Delete Section 8.16 in its entirety.*

**SECTION 9.08  
FARM WALL FENCE**

*Delete Section 9.08 in its entirety.*

**SECTION 9.10**  
**METAL BEAM RAIL**

*Change the last sentence of Article 9.10.03 as follows:*

“ Before final erection, all galvanized elements which have been cut or worked so as to damage the zinc coating and cause the base metal to be exposed shall have the exposed base metal thoroughly cleaned and brush coated with 2 coats of zinc-rich touch-up material.”

*Replace Articles 9.10.04 and 9.10.05 with the following:*

**9.10.04—Method of Measurement:**

**1. Metal Beam Rail (Type):** The length of metal beam rail measured for payment will be the number of linear feet of accepted rail of the type or designation installed, including radius rail other than Curved Guide Rail Treatment, measured along the top of rail between centers of end posts in each continuous section.

**2. Metal Beam Rail Span Section (Type II or III):** Metal Beam Rail Span Section (Type II or III) measured for payment will be the actual number of each type accepted and installed in accordance with the “Pay Limit” shown on the plans.

**3. (Type) Attachment:** The number of rail attachments to bridge parapets, barriers or other fixed objects measured for payment will be the actual number of accepted attachments of each type or designation installed in accordance with the “Pay Limit for Attachment” shown on the plans.

**4. Convert Metal Beam Rail (Type) to (Type):** The conversion of existing metal beam rail (Type) to the (Type) specified will be measured for payment by the number of linear feet of rail installed measured along the top of rail between centers of end posts in each continuous section. If a new end anchorage for the converted rail is needed, it shall be measured for payment in accordance with 9.11.

**5. (Type) Curved Guide Rail Treatment:** The (Type) Curved Guide Rail treatment measured for payment will be the actual number of each type installed and accepted in accordance with the "Pay Limit Curved Guide Rail Treatment" shown on the plans.

**9.10.05—Basis of Payment:**

**1. Metal Beam Rail (Type):** This work will be paid for at the Contract unit price per linear foot for the type or designation indicated on the plans or ordered by the Engineer, complete in place. Prices shall include all materials, posts of all lengths, equipment, tools, removal and disposal of surplus material, and labor incidental to the installation of the rail.

**2. Metal Beam Rail Span Section (Type II or III):** This work will be paid for at the Contract unit price each for the types specified on the plans complete in place. Prices shall include all materials, equipment, tools, removal and disposal of surplus material, backfilling, and labor incidental to the installation of the rail.

**3. (Type) Attachment:** This work will be paid for at the Contract unit price each for the type of attachment complete in place. The price shall include all materials, drilling & grouting including anchor bolts, removal of existing rail system, removal and disposal of surplus material, equipment, tools, and labor incidental to the installation of the attachment.

**4. Convert Metal Beam Rail (Type) to (Type):** The conversion of existing metal beam rail will be paid for at the Contract unit price per linear feet for the type shown on the plans complete in place. The price shall include all materials (excluding new parts for damaged or missing parts), backfilling, punching or drilling of holes in existing posts, removal and resetting of existing railing, removal of the end anchorages where indicated on the plans, removal and disposal of surplus material, equipment, tools and labor incidental to the conversion of the existing rail. Surplus material not needed for the conversion, unless specified otherwise in the Contract, shall become the property of the Contractor.

Payment for new parts approved by the Engineer, which replace damaged or missing parts will be paid for at the applicable Contract unit prices, or in their absence, in accordance with 1.04.05.

**5. (Type) Curved Guide Rail Treatment:** This work will be paid for at the Contract unit price for each type indicated or as ordered by the Engineer, complete in place. The price shall include all materials, excavation, backfilling, removal and disposal of surplus material, equipment, tools and labor incidental to the installation of the rail treatment.

Drilling in or removal of rock or boulders and backfilling with suitable material when required for the

installation of posts will be paid for in accordance with 1.04.05, unless an item for the removal of rock appears in the Contract.

Payment for temporary terminations for metal beam rail and galvanized coating touch-up will be included in the general cost of the work.

Pay Item	Pay Unit	
Metal Beam Rail (Type)	l.f.	
Metal Beam Rail Span Section (Type II or III)	ea.	
(Type) Attachment	ea.	
Convert Metal Beam Rail (Type) to (Type)	l.f.	
(Type) Curved Guide Rail Treatment	ea.	



**SECTION 9.25  
PAVEMENT FOR RAILING**

*Delete Section 9.25 in its entirety.*

**SECTION 9.44  
TOPSOIL**

*Replace Articles 9.44.02, 9.44.03 and 9.44.05 with the following:*

**9.44.02—Material:** The material shall meet the requirements of M.13

**9.44.03—Construction Methods:** Any material delivered to the Project, which does not meet the proper pH requirements for that soil must be amended on Site prior to final acceptance.

The areas on which topsoil is to be placed shall be graded to a reasonably true surface. Topsoil shall then be spread and shaped to the lines and grades shown on the plans, or as directed by the Engineer. The required depth to which the topsoil is to be placed is to be the depth after settlement of the material has taken place. All stones, roots, debris, sod, weeds and other undesirable material shall be removed. After shaping and grading, all trucks and other equipment shall be excluded from the finished areas to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

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

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

**9.44.05—Basis of Payment:** Payment for this work will made at the Contract unit price per square yard for "Furnishing and Placing Topsoil" which price shall include all materials, application of lime if necessary, equipment, tools, labor and work incidental thereto.

Pay Item	Pay Unit
Furnishing and Placing Topsoil	s.y.

**SECTION 9.49**  
**FURNISHING, PLANTING and MULCHING**  
**TREES, SHRUBS, VINES and GROUND COVER PLANTS**

*Replace Section 9.49 in its entirety with the following:*

**SECTION 9.49**  
**FURNISHING, PLANTING and MULCHING**  
**TREES, SHRUBS, VINES and GROUND COVER PLANTS**

**9.49.01—Description****9.49.02—Materials****9.49.03—Construction Methods****9.49.04—Method of Measurement****9.49.05—Basis of Payment**

**9.49.01—Description:** The work under these items shall consist of furnishing trees, shrubs, vines and ground cover, preparation of planting areas, plant layout, planting, staking and guying, fertilizing, watering and mulching, as indicated on the plans or in the Contract. It shall also include all incidental procedures, such as the care of the living plants and the replacement of dead and unsatisfactory plants or unsatisfactory materials before final acceptance of the Contract.

**9.49.02—Materials:** The materials for these items shall meet the requirements of M.13.

**9.49.03—Construction Methods:** Construction methods shall be performed in accordance with the details shown on the landscape plans.

At the discretion of the Engineer, a pre-planting meeting may be held to discuss the source of supply, location of plantings, preparation of soil, time frame of delivery, temporary storage location, Contract specifics and any other incidental procedures relating to this item.

The Contractor is cautioned that within the limits of any project, buried cable for illumination or utilities, which may be energized may be present on Site. The requirements of 1.05.15 shall apply.

**1. Planting Season:** The planting seasons shall be those indicated below, as specified in the Contract or directed by the Engineer. Planting shall not be done if the ground is frozen, covered in snow, or if the soil is in an unsatisfactory condition as determined by the Engineer.

**Deciduous Material**

**Spring:** March 1st to May 31st (inclusive), except for balled and burlapped material. Balled and burlapped material may be planted any time from March 1st to June 15th (inclusive).

**Fall:** From October 15th until the ground freezes.

**Evergreen Material**

**Spring:** March 1st to May 31st (inclusive).

**Fall:** August 15th to October 31st (inclusive).

**2. Delivery and Storage of Plants:** The Contractor shall ensure that plants arrive to the Project location undamaged. The following care shall be taken during transport from the nursery through final planting location:

- a. Plants shall have mulch and water as necessary to keep moist and fresh at all times.
- b. Plants shall be protected against overexposure to sun, wind and freezing temperatures at all times.
- c. Bare-root plants, if not planted immediately upon receipt, shall be separated upon delivery and stored in an area where their roots are kept covered to keep air away until they are ready for planting.
- d. Balled and burlapped plants shall be stored with their earth balls covered by soil, wood chips, cloth, straw or other suitable material and kept moist until planting.
- e. Unless specified, all plants shall be stored in a shady location until planted.

**3. Field Coordination:** The Contractor shall submit a Source of Supply per M.13.07-4 to initiate the inspection and approval of all material. The Contractor shall review Site conditions and inform the Engineer of any conflicts. The Contractor shall coordinate planting layout with the Engineer for approval. The Contractor must notify the Engineer no less than 48 hours in advance, excluding weekends and holidays, of the completion of layout for approval. The planting layout must be approved by the Engineer prior to the commencement of work. The installation of plant material shall occur only after the completion of paving, the installation of footings or other operations which could damage the plants or alter the finished grades.

**4. Planting Layout:** Plant material locations and bed outlines shall be staked in the presence of the Engineer before any plant pits or beds are excavated. Labor, equipment and new, smooth stakes of approved quality are to be furnished by the Contractor for this purpose.

**5. Preparation of Planting Areas:** Planting areas shall be prepared by use of approved tools. All undesirable vegetation, roots or other obstructions shall be removed from the planting areas. Any unsuitable material shall be removed from the Site and disposed of by the Contractor in a manner satisfactory to the Engineer.

If backfill is required, as determined by the Engineer, it shall meet the planting soil requirements of M.13.01-2.

In planting areas, but not less than 14 day before the installation of plant material, the remaining turf grasses and unwanted vegetation may be sprayed at the Contractor's expense, unless otherwise directed by the Engineer, with Glyphosate or approved equal at the manufacturer's recommended rate.

**6. Pit Excavation:** Planting pits may be excavated or hand dug at the discretion of the Engineer. Suitable excavated soil may be set aside to be incorporated into the planting mix. The planting pit shall be excavated so that the horizontal dimension of the hole is twice the diameter of the root ball, container, or bare root spread, as shown on the plans. The depth of the plant pit excavation shall be 2 inches less than the distance between the bottom of the root ball, container, or bare root mass, and the location of the root flare or top of the root structure. It may be required to remove the burlap and some soil from the top of the root ball to expose the root structure. Care must be taken so that soil will not loosen from the roots inside the ball.

Any rock or underground obstruction shall be removed to the depth necessary for planting as specified, unless other locations for the planting are approved by the Engineer. If removal of obstructions results in a deeper hole than needed for planting, or if the pit is overexcavated, backfill shall be added, and must be thoroughly compacted to the proper depth prior to setting plants. If backfill is required, it shall meet the planting soil requirements of M.13.01-2.

**7. Setting Plants:** The Contractor shall move the plants from storage to the planting location, retying any untied burlap to prevent shifting while placing the plant into the planting pit. Carefully place the plant into the center of the pit. Ensure that the root flare or the top of the root system is 2 inches above finished grade. Correct pit depth if the plant is less than 2 inches, or more than 4 inches above finished grade. All plants shall be set plumb. Backfill with planting soil to 1/2 the depth of the planting pit and thoroughly tamp around the ball. Fill the remaining area of the pit with water. Once water has completely drained, fill the remainder of the pit with planting soil. Water the planting area, re-tamp, and add additional planting soil to correct any low spots. Saucers shall be formed outside of individual plants (exclusive of plant beds) by placing ridges of planting soil around each, or as directed by the Engineer. In addition, the following shall be completed for each respective type of plant:

- a. **Balled and Burlapped Plants (B&B):** If wire baskets are used, the Contractor shall cut all of the horizontal wires in the top 2/3 of the rootball and bend down or remove the top 1/3 of the wire basket. Remove excess soil from the top of the root ball to expose the root structure, and cut away any small feeder or girdling roots. Roots that have been wrapped around the ball within the burlap shall be straightened.
- b. **Container Grown Plants (CG):** Carefully remove the plant from the container over the prepared pits. Gently loosen the soil and straighten all roots as naturally as possible. It may be required to cut and remove excessive amounts of root mass if roots are tightly wrapped or bound.
- c. **Bare-roots Plants (BR):** Carefully spread roots as naturally as possible and place into the bottom of the pit. All broken or frayed roots shall be cleanly cut off.

**8. Fertilizing:** All plants shall be fertilized at the rate of 3 lb. per 100 s.f. of surface area (broadcast). The fertilizer shall be uniformly applied to the surface of the beds and worked into the upper 2 inches of soil. Individual trees shall be fertilized at the rate of 2 lb. per inch of trunk diameter, and the fertilizer shall be mixed into the upper 2 inches of soil.

A second application of fertilizer shall be applied to all plant items at the same specified rates over the wood-chip mulch at the end of the period of establishment.

**9. Watering:** All plants shall be watered upon setting and as many times thereafter as conditions warrant. The following is a guide for minimum requirements per application:

- Trees: 2 1/2 inch Caliper and less – 15 gal. each.
- 3 inch to 5 inch Caliper – 20 gal. each.
- 5 1/2 inch Caliper and above – 25 gal. each.

- Shrubs: 24 inches and less – 6 gal. each.
- More than 24 inches - 10 gal. each.
- Vines, Perennials, and Ornamental Grasses – 3 gal. each.
- Groundcovers and Bulbs – 2 gal. per s.f.

Water shall be applied at a controlled rate and in such a manner to ensure that the water reaches the root zone of each plant and does not run off to adjacent areas. Watering shall be applied in a manner that does not dislodge plants, erode soil or mulch, or cause damage to saucer.

The Contractor may use slow-release, drip irrigation bags for watering at the Contractor’s expense in accordance with manufacturer’s instructions.

Overhead hydro-seeder spray nozzles shall not be used as watering devices.

**10. Guying and Staking:** Immediately after planting, trees shall be guyed or staked as shown on the plans. Guy wires, hose and tree support stakes shall be removed after the initial establishment period.

**11. Pruning:** As directed by the Engineer, plants shall be pruned before or immediately after planting. No leader shall be cut unless directed by the Engineer. Broken, or badly bruised branches, sucker growth, etc., shall be removed with clean cuts.

**12. Spraying:** Spraying with antidesiccant shall be at the Contractor's discretion and as approved by the Engineer, at the Contractor’s expense.

**13. Mulching:** After installation of the plantings, the type of mulch specified in the Contract shall be hand placed and spread to a depth of 4 inches and raked to an even surface over all saucer areas for individual trees and shrubs and over the entire area of shrub beds and elsewhere as directed.

**14. Repair:** Repair of existing grass areas damaged by the Contractor in the progress of the work shall be the responsibility of the Contractor, who shall restore the disturbed areas to their original condition at the Contractor’s expense.

**15. One-Year Establishment Period:** All plant material shall be subject to a One-Year Establishment Period. During this time, the Contractor shall use currently accepted horticultural practices to keep all plant material installed in a healthy, vigorous growing condition at the date of final acceptance. The date of final acceptance shall be 1 full calendar year following the satisfactory completion of the planting activities as confirmed by the Engineer.

An inspection will be held 1 year from the date of installation with the Contractor, Engineer, and Landscape Designer to determine the acceptability of the plant establishment. An inventory of losses and rejected materials will be made and corrective and necessary clean up measures will be determined at the plant inspection.

**9.49.04—Method of Measurement:**

**1. Planting:** The quantity for which payment will be made will be the number of each size and kind of plant counted in place, planted and accepted.

**2. Mulching:** This work will be measured for payment by the number of square yards surface measurement of the specified thickness for the area on which the type of mulch specified in the plans has been completed and accepted.

**9.49.05—Basis of Payment:**

**1. Planting:** Payment for this work will be made at the Contract unit price each for the kind and size of plant and method of planting, as the case may be, completed and accepted in place.

**2. Mulching:** This work will be paid for at the Contract unit price per square yard for mulch complete in place.

**3. The unit prices** shall include all materials, equipment, tools, labor, transportation, operations and all work incidental thereto, including the removal of guy wires, hose and tree support stakes after the initial establishment period, except that payment for excavation of solid ledge rock, concrete pavement and boulders 1/2 cubic yard in volume or greater will be made under 9.51, "Rock Excavation for Planting."

Pay Item	Pay Unit
(Plant Name) (Caliper)	ea.
(Plant Name) (Height)	ea.
(Plant Name) (Size)	ea.
(Vine Name) (Size)	ea.
(Ground Cover Name) (Size)	ea.
Wood Chip Mulch	s.y.
Gravel Mulch	s.y.

**SECTION 9.74  
REMOVAL OF EXISTING MASONRY**

*Replace Section 9.74 in its entirety with the following:*

**SECTION 9.74  
REMOVAL OF EXISTING MASONRY**

**9.74.01—Description:** This work shall include the full or partial removal and disposal of substructures, walls, approach slabs and other masonry components, as indicated on the plans. These structures may be constructed of dry masonry, cement rubble masonry, concrete or reinforced concrete.

**9.74.03—Construction Methods:**

**1. Submittals:**

The Contractor shall prepare and submit written procedures for removal. Working drawings, in accordance with 1.05.02, shall also be prepared and submitted as warranted by the complexity and safety considerations of the work. The submittals shall address the following:

- proposed equipment and removal method(s)
- operating and storage location(s) of equipment
- containment and disposal of debris
- installation and removal of:
  - a. debris shields
  - b. working platforms
  - c. falsework
- temporary support(s) for maintenance of traffic
- modification to and restoration of the structure to remain in place

**2. Removal:** Structures and bridge components shall be removed to the limits shown on the plans or as directed by the Engineer.

General removal may be performed by excavator-mounted demolition equipment or other methods except where prohibited on the plans or as directed by the Engineer.

If partial removal of concrete is required, it shall be sawcut to the neat lines as indicated on the plans. Near reinforcing steel that is to remain, the Contractor must use limited methods for removal, such as fifteen (15) pound hammers or other methods accepted by the Engineer.

Reinforcing steel shall be cut and removed where shown on the plans. Reinforcing steel to remain shall be cleaned of all concrete and corrosion products by oil-free abrasive blasting, high-pressure water blasting or other methods accepted by the Engineer. The reinforcing steel and concrete surfaces shall be free from dirt, oil, cement fines (slurry), or any material that may interfere with the bond of the proposed concrete. Tightly-bonded light rust on the reinforcing surface is acceptable.

Where stage construction requires concrete to be removed adjacent to the existing structure that will continue to support live load, the Contractor shall cut the concrete in accordance with the accepted working drawings at the demolition limit shown on the plans to minimize disturbance to the section that is to remain in place.

**3. Disposal of Debris:** The Contractor shall properly dispose of all construction debris either off-Site, or on-Site in accordance with 2.02.03-5.

**4. Damage Mitigation:** When removing the structures or a portion thereof, the Contractor shall take necessary precautions to prevent debris from dropping to areas below the structure, onto adjacent traffic lanes or onto adjacent property. Any damage to adjoining areas, including but not limited to new construction, public utility installations, abutting property and to the portions of the structure that will remain shall be repaired by the Contractor in accordance with 1.05.11.

**9.74.04—Method of Measurement:** This work will be measured for payment by the volume in cubic yards in place prior to removal, to the limits shown on the plans or as directed by the Engineer.

**9.74.05—Basis of Payment:**

Payment for "Removal of Existing Masonry" will be made at the Contract unit price per cubic yard, which price shall include all equipment, tools and labor incidental to the removal and shall include the proper disposal thereof.

The cost of furnishing, installing and removing protective debris shielding, falsework and working platforms is included in the cost of this item.

Payment for the full or partial removal of bridge superstructure(s) will be made at the Contract lump sum price for "Removal of Superstructure," in accordance with 5.03.05.

Pay Item	Pay Unit
Removal of Existing Masonry	c.y.

**SECTION 12.04  
SIGN PANEL OVERLAY**

*Replace Section 12.04 in its entirety as follows:*

**SECTION 12.04  
SIGN-PANEL OVERLAY**

**12.04.01—Description:** Work under this item shall consist of furnishing and installing a plywood overlay of the type specified to cover an existing sign where shown on the plans or where directed by the Engineer.

**12.04.02—Materials:** Plywood shall have a minimum thickness of 1/4 inch and shall be exterior grade A-C as designated by APA.

The wood preservative shall be of a type that will have no adverse effect on paint adhesion and will not cause future paint discoloration.

Primer shall meet the requirements of A-A-2336.

The enamel paint to be used for the finish coat shall be as specified in Article M.18.08.

Copy shall meet the requirements contained in M.18.09 or M.18.10 of the Contract.

**12.04.03—Construction Methods:** The plywood overlay shall completely cover the existing sign, including the exit crown panel. The plywood sheets shall be joined together to form a single overlay by means of 1 inch x 4 inches construction grade fir wood battens securely fastened to adjoining panels with 1 inch galvanized wood screws. The battens shall be fastened to the Grade C back face of the overlay.

Before assembly and before painting, all wood shall be treated with a coat of wood preservative on all surfaces.

The entire overlay surface shall be painted with 1 coat of primer and 1 coat of enamel.

The plywood shall remain in place for the duration of the Project.

All work fabricating and clamping the plywood sign-panel overlay shall be done to ensure that no damage occurs to the existing sign.

**12.04.04—Method of Measurement:** Sign-panel overlay of the type specified will be measured for payment by the actual number of square feet installed and accepted.

**12.04.05—Basis of Payment:** This work will be paid for at the Contract unit price per square foot for "Sign Panel Overlay," of the type specified complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

Pay Item	Pay Unit
Sign Panel Overlay—Plain	s.f.
Sign Panel Overlay—with Copy	s.f.

**SECTION 12.10**  
**EPOXY RESIN PAVEMENT MARKINGS**

*Replace Articles 12.10.01 and 12.10.03 with the following:*

**12.10.01—Description:** This item shall consist of furnishing and installing retroreflective white and yellow epoxy resin pavement markings of the width and color specified and epoxy resin pavement markings, symbols and legends at the locations indicated on the plans, in conformity with the plans and as directed by the Engineer.

Epoxy resin pavement markings include epoxy resin installed with a truck-mounted machine, such as center lines, lane lines, and shoulder lines.

Epoxy resin pavement markings, symbols and legends installed with a hand striping machine such as: stop bars, crosswalks, parking stalls, lane arrows, legends, and markings within areas such as paved islands, gore areas and paved medians.

The exact location for passing zones will be determined by the Engineer prior to the application of the pavement markings. The Contractor shall notify the Engineer of the anticipated date of installation at least 2 weeks prior to that date, to allow time for the determination of the passing zone locations.

**12.10.03—Construction Methods:**

**1. Equipment:** Equipment furnished shall include an applicator truck of adequate size and power, together with

- (a) remote application equipment designed to apply an epoxy resin material in a continuous pattern and
- (b) portable glass bead applicators, 1 for each size bead, designed to provide uniform and complete coverage of the epoxy binder by a controlled free-fall method. Pressurized glass bead application shall not be used.

Before epoxy color is changed, equipment shall be cleaned out sufficiently to ensure that the color of material applied will be correct.

When working on a highway with more than 1 lane in either direction, the applicator truck (striper) shall have a permanently mounted direction variable illuminated arrow board, fully operational and visible to approaching traffic. There will be no additional payment for the arrow board, but the cost shall be included in the bid price for this item.

For markings applied on pavements over 1 year old, equipment furnished shall also include a power washing machine capable of cleaning the pavement with a pressure of 2,400 to 2,800 psi with water heated to between 180 and 195°F. No chemicals shall be added to the water used in the process. The power washer shall be equipped with a turbo blast tip with an oscillating head and shall be capable of supplying a minimum of 5 gal./minute gun.

All guns on the spray carriages shall be in full view of the operator(s) during operation.

Each vehicle furnished shall include at least 1 experienced operator, who shall be fully knowledgeable about all equipment operations and application techniques.

The Contractor shall also furnish 1 technical expert, who shall be fully knowledgeable about all equipment operations and application techniques, to oversee the Project operation.

**2. Procedures:** Pavement markings shall be applied in accordance with the details shown on the plans and the control points established by the Contractor and approved by the Engineer.

The road surface shall be cleaned at the direction of the Engineer just prior to application. Pavement cleaning shall consist of power washing using clean water heated to between 180 and 195°F at a pressure of 2,240 to 2,800 psi. The areas to be power washed shall include all areas where epoxy marking symbols and legends (including stop bars and crosswalks) are to be applied and at least 1 inch beyond the area to be marked. The surface shall be cleaned to the satisfaction of the Engineer. For other pavement areas, cleaning shall consist of brushing with rotary broom (non-metallic), and any additional work as recommended by the material manufacturer and acceptable to the Engineer. New Portland cement concrete surfaces shall be cleaned by abrasive blasting to remove any surface treatments or laitance. New bituminous concrete surfaces are not to be power washed.

All surfaces that are power washed shall be allowed to dry sufficiently prior to the application of the epoxy markings. The areas to be marked shall be broom cleaned immediately prior to the application of the epoxy markings. Glass beads shall be applied immediately after application of the epoxy resin marking to provide an immediate no-track system.

The Contractor will place necessary “spotting” at appropriate points to provide horizontal control for



striping and to determine necessary starting and cutoff points. Broken line intervals will not be marked. Longitudinal joints, pavement edges and existing markings shall serve as horizontal control when so directed.

A tolerance of 0.25 inch under or 0.25 inch over the specified width shall be allowed for striping provided the variation is gradual and does not detract from the general appearance. Alignment deviations from the control guide shall not exceed 2 inches provided the variation is gradual and does not detract from the general appearance. Material shall not be applied over a longitudinal joint. Establishment of application tolerances shall not relieve the Contractor of the responsibility to comply as closely as practicable with the planned dimensions.

Operations shall be conducted only when the road surface temperature is at least 40°F or as allowed by the Engineer. They shall be discontinued during periods of rain, and shall not continue until the Engineer determines that the pavement surface is dry enough to achieve adhesion.

The epoxy shall be uniformly applied to the surface to be marked to ensure a wet film thickness of the applied epoxy, without glass beads, of 20 mils +/- 1 mil.

Glass beads meeting the requirements of Type 4 (larger beads) shall be applied and the rate shall be 12 lb./gal. of epoxy pavement marking material, immediately followed by a second drop of glass beads meeting the requirements of Type 1 (smaller beads) applied and the rate shall be 13 lb./gal. of epoxy pavement marking material. For installation of crosswalk pavement markings, only glass beads meeting the requirements of Type 1 (smaller beads) shall be applied and the rate shall be 25 lb./gal. of epoxy pavement marking material. Traffic cones or other acceptable method shall be used to protect the pavement markings until cured.

Time to No-Track: The material shall be in “no-tracking” condition within 15 minutes, or as allowed by the Engineer. The no-tracking time shall be determined by passing over the line with a passenger car or pickup truck in the simulated passing maneuver. A marking showing no visual deposition of the material to the pavement surface when viewed from a distance of 50 feet shall be considered as showing “no-tracking” and meeting this requirement for time to no-track.

When stencils are used during the application of epoxy markings, care must be used when removing the stencils so that the epoxy resin does not drip on the road, sidewalk, grass, or other surfaces, and so that the applied markings have edges which are clean, straight and neat.

Epoxy resin pavement markings may be applied over existing painted markings provided they are sufficiently worn to allow adequate adhesion. If required by the Engineer, existing plastic, thermoplastic, epoxy or freshly painted markings shall be removed prior to the application of epoxy markings. Payment for removal will be made under the item “Removal of Pavement Markings.”

**3. Initial Performance:** The retroreflectivity of the markings applied must be measured by the Contractor using the procedures and equipment detailed below 3 to 14 days after installation. A Certified Test Report (CTR), in accordance with 1.06.07, must be submitted to the Engineer no later than 10 days after the measurements are taken.

Test Lots - The following test lots will be randomly selected by the Engineer to represent the line markings applied:

**Table 12.10.03-3.1: Line Test Lots**

<u>Length of line</u>	<u>Number of Lots</u>	<u>Length of Test Lot</u>
< 1000 feet	1	Length of Line
< 1.0 mile	1	1000 feet
≥ 1.0 mile	1 per 1.0 mile	1000 feet

**Measurement Equipment and Procedure**

Portable Retroreflectometer

1. Skip line measurements shall be obtained for every other stripe, taking no more than 2 readings per stripe with readings no closer than 20 inches from either end of the marking.
2. Solid line test lots shall be divided into 10 sub-lots of 100 foot length and measurements obtained at 1 randomly selected location in each subplot.
3. For symbols and legends, 10% of each type shall be measured by obtaining 5 measurements at random locations on the symbol or legend.
4. The Apparatus and Measurements shall be made in accordance with ASTM E1710 (Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer) and evaluated in accordance with ASTM D7585

(Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments).

Mobile Retroreflectometer

1. Calibration of the instruments shall be in accordance with the manufacturer's instructions.
2. Retroreflectivity shall be measured in a manner proposed by the Contractor and approved by the Engineer. The basis of approval of the test method will be conformance to a recognized standard test method or provisional standard test method.

The measurements shall be obtained when the pavement surface is clean and dry and shall be reported in millicandelas per square foot per foot candle -  $\text{mcd}/\text{ft}^2/\text{fc}$ . Measurements shall be obtained sequentially in the direction of traffic flow.

**Additional Contents of Certified Test Report**

The CTR shall also list:

1. Project and Route number
2. Geographical location of the test site(s), including distance from the nearest reference point
3. Manufacturer and model of retroreflectometer used
4. Most recent calibration date for equipment used
5. Grand Average and standard deviation of the retroreflectivity readings for each line, symbol or legend

**Minimum Initial Performance:**

In order to be accepted, all epoxy resin pavement markings must meet the following minimum retroreflectivity reading requirement:

**White Epoxy (except Crosswalks):** minimum retroreflectivity reading of  $400 \text{ mcd}/\text{ft}^2/\text{fc}$

**Yellow Epoxy:** minimum retroreflectivity reading of  $325 \text{ mcd}/\text{ft}^2/\text{fc}$

**Crosswalks:** minimum retroreflectivity reading of  $250 \text{ mcd}/\text{ft}^2/\text{fc}$

At the discretion of the Engineer, the Contractor shall replace, at its expense, such amount of lines, symbols and legends that the grand average reading falls below the minimum value for retroreflectivity. The Engineer will determine the areas and lines to be replaced. The cost of replacement shall include all materials, equipment, labor and work incidental thereto.

**SECTION 12.14  
PREFORMED BLACK LINE MASK PAVEMENT MARKING TAPE**

*Replace Article 12.14.05 with the following:*

**12.14.05—Basis of Payment:** This work shall be paid for at the Contract unit price per linear foot for “Preformed Black Line Mask Pavement Marking Tape” of the width specified. This price shall be for all the work required by this Section including the cleaning and preparing of the pavement surface, installation and removal, and all materials, equipment, tools and labor incidental thereto.

Any masking tape which is no longer effective, in the opinion of the Engineer, shall be replaced by the Contractor, at its own expense.

Removed masking tape shall become the property of the Contractor and shall be removed from the Project. Any damage to the underlying markings caused by the Contractor’s operations shall be repaired by the Contractor, at its own expense.

Pay Item	Pay Unit
(Width) Preformed Black Line Mask Pavement Marking Tape	l.f.

**SECTION 12.16**  
**BLACK EPOXY RESIN PAVEMENT MARKINGS**  
**BLACK EPOXY RESIN SYMBOLS AND LEGENDS**

*Delete Section 12.16 in its entirety.*

**SECTION 18.06  
TYPE D PORTABLE IMPACT ATTENUATION  
SYSTEM**

*Rename and replace Section 18.06 in its entirety as follows:*

**SECTION 18.06  
TRUCK-MOUNTED OR TRAILER-MOUNTED  
IMPACT ATTENUATOR**

**18.06.01—Description:** This item shall consist of furnishing, operating, maintaining, and relocating a Truck-Mounted or Trailer-Mounted Impact Attenuator (TMA).

**18.06.02—Materials:** Prior to using a TMA, the Contractor shall submit to the Engineer a Materials Certificate in accordance with 1.06.07 for each attenuator supplied and a copy of the Federal-aid eligibility letter issued to the manufacturer documenting that the device complies with the requirements of the NCHRP Report 350 (TL-3) or the AASHTO MASH (TL-3).

The impact attenuator shall be attached to a truck in accordance with the manufacturer’s recommendations.

The impact attenuator shall be equipped with a minimum of 2 yellow flashing lights. An attenuator reflector consisting of Type IV retroreflective sheeting that displays an inverted “V” pattern, with alternating black and retroreflective yellow stripes, shall be placed on the back of the unit. The attenuator reflector shall fully cover the rear face of the impact attenuator.

The truck shall be equipped with a high mounted internally illuminated flashing arrow which meets the requirements of 11.30.

The truck shall be equipped with a minimum of 2 amber strobe type flashers mounted above the internally illuminated flashing arrow.

**18.06.03—Construction Methods:** The Contractor shall furnish, operate and relocate each TMA according to the Traffic Control Pattern described in the special provisions for Maintenance and Protection of Traffic and Prosecution and Progress.

The Contractor shall maintain each TMA in a fully operable condition at all times. Any TMA that is not fully functional will not be permitted at the Project Site.

**18.06.04—Method of Measurement:** This item will be measured for payment by the actual number of hours that the Truck-Mounted or Trailer-Mounted Impact Attenuator is used.

Subject to the approval of the Engineer, the TMA may be used as a High Mounted Internally Illuminated Flashing Arrow. If the TMA is used as a Flashing Arrow, then it will be measured for payment per day under the item “High Mounted Internally Illuminated Flashing Arrow.”

**18.06.05—Basis of Payment:** The TMA will be paid for at the Contract unit price per hour for “Truck-Mounted or Trailer-Mounted Impact Attenuator,” which shall include the furnishing and use of the specified vehicle and a driver, attenuator reflector, flashing lights, illuminated flashing arrow sign, and all equipment, materials, tools, labor, disposal of damaged TMA components and work incidental thereto.

Pay Item	Pay Unit
Truck-Mounted or Trailer-Mounted Impact Attenuator	hr.

**SECTION M.01  
GRADATION OF AGGREGATE**

*Replace Section M.01 in its entirety with the following:*

**SECTION M.01  
AGGREGATES**

**M.01.01—General****M.01.02—Coarse Aggregates****M.01.03—Fine Aggregates****M.01.04—Portland Cement Concrete (PCC) Aggregates****M.01.05—Bituminous Concrete Aggregates****M.01.01—General:**

Each source of aggregate must be qualified for use by the Engineer as indicated in 1.06.01. Material from a qualified source is still subject to Project-level testing and may be subject to rejection as indicated in 1.06.04.

Aggregates must not have expansive or reactive properties. Aggregates reclaimed from pavements or structures may only be used where specifically allowed in the specifications.

Aggregate stockpiles must be located on smooth, hard, sloped/well-drained areas. Each source and gradation of aggregate must have an individual stockpile or bin. Stockpiles must be managed to minimize segregation and contamination with foreign materials.

**M.01.02—Coarse Aggregates:**

Coarse aggregate must be uniform in consistency and only contain clean, hard, tough, durable fragments meeting the criteria in Table M.01.02-1.

**TABLE M.01.02-1: Coarse Aggregate Criteria by Pit/Quarry Source**

Item	Title	AASHTO Test Methods	Criteria
1	Material Passing No. 200 Sieve	T 11	1% maximum.
2	Loss on Abrasion	T 96	40% maximum
3	Soundness by Magnesium Sulfate	T 104	10% maximum @ 5 cycles

Standard sizes of coarse aggregate for applications other than bituminous concrete must meet the gradation requirements listed in Table M.01.02-2 as determined by AASHTO T 27.

**TABLE M.01.02-2: Gradation of Standard Sizes of Coarse Aggregate**

Square Mesh Sieves	Percent Passing by Weight					
	No. 3	No. 4	No. 6	No. 67	No. 8	No. 9
2 1/2 inches	100					
2 inches	90-100	100				
1 1/2 inches	35-70	90-100				
1 inch	0-15	20-55	100	100		
3/4 inch		0-15	90-100	90-100		
1/2 inch	0-5		20-55		100	
3/8 inch		0-5	0-15	20-55	85-100	100
No. 4			0-5	0-10	10-30	85-100
No. 8				0-5	0-10	10-40
No. 16					0-5	0-10
No. 50						0-5

**M.01.03—Fine Aggregates:**

Fine aggregate must consist of clean, hard, durable, tough, uncoated particles free from lumps, meeting the requirements listed in Table M.01.03-1.

**TABLE M.01.03-1: Fine Aggregate Requirements**

Item	Property	AASHTO Test	Criteria
1	<b>Grading</b>		
	Portland Cement Concrete	T 11 T 27	3% maximum passing No. 200 sieve Table M.01.04-1
	Bituminous Concrete	T 27	100% Passing 3/8 inch, 95% passing the No. 4 min.
2	<b>Absorption</b>	T 84	3% maximum
3	<b>Plasticity limits</b>	T 90	0 or not detectable
4	<b>L.A. Abrasion</b>	T 96	50% maximum (fine agg. particle size $\geq$ No. 8)
5	<b>Soundness by Magnesium Sulfate</b>	T 104	15% maximum@ 5 cycles for PC Concrete 20% maximum@ 5 cycles for Bituminous Concrete
6	<b>Clay Lumps and Friable Particles</b>	T 112	3% maximum
7	<b>Deleterious Material</b> - organic or inorganic calcite, hematite, pyrrhoite, shale, clay, coal-lignite, shells, loam, mica, clinkers, or other organic matter (wood, etc.).	As determined by the Engineer	Must not contain more than 3% by mass of any individual listed constituent and not more than 5% by mass in total of all listed constituents.

Screenings and Dust must meet the requirements of Table M.01.03-2 as determined by AASHTO T 27.

**TABLE M.01.03-2: Screenings and Dust Gradation**

Square Mesh Sieves	Percent Passing by weight	
	Screenings	Dust
3/8 inch	100	
No. 4		100
No. 8	60-100	40-100

**M.01.04—Portland Cement Concrete (PCC) Aggregates:**

In addition to the requirements in M.01.01 through M.01.03, the aggregates used in Portland Cement Concrete must meet the following:

**All Aggregates:** Coarse and Fine aggregates must originate from the aggregate producers and locations included on the Department's Qualified Materials List (QML). The list is available on the Department website. <http://www.ct.gov/dot/site/default.asp>. The criteria for inclusion in the QML are stated within the list.

**Coarse Aggregate:** Coarse aggregate of a size retained on a 1 inch square opening sieve must not contain more than 8% of flat and elongated pieces when tested in accordance to ASTM D4791 at a 1:5 ratio.

Reclaimed concrete aggregates must consist of clean, durable fragments of uniform quality. Materials must be from crushing or otherwise processing of concrete structures or portions thereof. Prior to demolition or removal, concrete structures must not exhibit signs of material degradation and be inspected by the Engineer. Reclaimed aggregate must be tested separately to confirm compliance with all requirements prior to blending with virgin aggregate.

Reclaimed coarse aggregate must not contain chlorides in excess of 0.5 lb./c.y. Chloride content must be determined in accordance with AASHTO T 260, Procedure A. Regardless of chloride content, reclaimed aggregates must not be used in concrete for pre-stressed concrete members.

**Fine Aggregate:** Manufactured sand must be produced from washed stone screenings; stone screenings or gravel; or combinations thereof, after mechanical screening or with a process approved by the Engineer.

The fineness modulus of fine aggregate from a source must not vary more than 0.20 from the base fineness modulus of that source.

The fine aggregate must not produce a color darker than Gardner Color Standard No. 11 in accordance with AASHTO T 21.

Fine aggregates that fail to meet soundness requirements as specified in Table M.01.03-1, but meet all other requirements, may be used with the approval of the Engineer on a case-by-case basis. Typically concrete composing any surface subject to polishing or abrasion (i.e., wheel traffic or running water) will not be allowed to contain such material.

Gradation of each size aggregate must be within the ranges listed in Table M.01.04-1 as determined by AASHTO T 27.

**Table M.01.04-1: Fine Aggregate Gradations**

Sieve Size	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100
% passing	100	95-100	80-100	50-85	25-60	10-30	2-10

**M.01.05—Bituminous Concrete Aggregates**

In addition to the requirements in M.01.01 through M.01.03, the source of aggregates used in Bituminous Concrete must have a Quality Control Plan for Fine Aggregates (QCPFA) on file with the Engineer. The QCPFA must describe the locations and manufacturing processing methods used at the source. The QCPFA must describe how conformance to Items 1 through 7 in Table M.01.03-1 is monitored and what actions will be taken if nonconformance is observed. The QCPFA must be revised and resubmitted to the Engineer whenever the process, location, or manner of how the fine aggregate is produced or monitored changes. A source of fine aggregate may be suspended by the Engineer due to demonstrated noncompliance with the QCPFA or if consistent production of material does not meet Project specifications as determined by the Engineer.



**SECTION M.07  
PAINT**

*Replace Section M.07 in its entirety with the following:*

**SECTION M.07  
PAINT**

- M.07.01—General for All Paints and Enamels**
- M.07.02—Coating Systems for Structural Steel**
- M.07.03—Vacant**
- M.07.04—Vacant**
- M.07.05—Vacant**
- M.07.06—Vacant**
- M.07.07—Vacant**
- M.07.08—Vacant**
- M.07.09—Vacant**
- M.07.10—Vacant**
- M.07.11—Vacant**
- M.07.12—Vacant**
- M.07.13—Vacant**
- M.07.14—Vacant**
- M.07.15—Vacant**
- M.07.16—Vacant**
- M.07.17—Vacant**
- M.07.18—Vacant**
- M.07.19—Vacant**
- M.07.20—Waterborne Pavement Marking Paint**
- M.07.21—Hot-Applied Waterborne Pavement Marking Paint**
- M.07.22—Epoxy Resin Pavement Markings**
- M.07.23—Vacant**
- M.07.24—Preformed Black Line Mask Pavement Marking Tape**
- M.07.25—Vacant**
- M.07.30—Glass Beads**

**M.07.01—General for All Paints and Enamels:**

**1. Paints and enamels** shall consist of pigments of the required fineness and composition, ground in the required vehicle by a suitable grinding machine to the required fineness. All pigments, resins, oils, thinners and driers shall be free from adulterants.

**2. Proportions:** All proportions in formulas are by weight unless otherwise specified.

**3. Fineness:** All pigments, except aluminum, unless otherwise specified, shall be finely ground with 100% passing the No. 200 sieve; with no less than 97% passing the No. 325 sieve.

**4. Curdling, Livering, Leveling:** The paint or enamel shall not liver or curdle. The pigment shall remain in suspension in a satisfactory manner through the expected shelf life specified on the label. The enamel type paints shall level properly and not show brush marks.

**5. Colors:** All paints and enamels shall be matched to the Department's standard shades.

**6. Time of Drying:** All paints or enamels, unless otherwise specified, shall dry to full gloss in not more than 18 hours.

**7. Weight per Gallon:** The weight per gallon of all paints and enamels shall be determined at 77°F.

**8. Shipping:** All paints and enamels shall be shipped in containers plainly marked with the name, net weight and volume of paint or enamel content. The manufacturer's name, address, date and lot number shall be marked on every package.

**9. Samples, Sampling, and Testing:** The manufacturer shall supply a Certified Test Report per lot for any pigment, oil, resin, thinner, drier or paint. When a portion of the lot is delivered, a Material Certificate is required. Upon request by the Engineer, the manufacturer shall submit a sample.

Sampling and testing shall be performed in accordance with ASTM, Federal Standards, or by methods established by the Department.

**M.07.02—Coating Systems for Structural Steel:** The coating system used shall be specified in the Contract and shall be selected from the [Northeast Protective Coating Committee's](#) (NEPCOAT's) Specification Criteria for Protective Coatings qualified products list.

Color: The color of the topcoat material shall be as noted on the plans (FS 595 Color Number).

Packaging and Labeling of Coating Material: The container shall be designed to store the specific coating material. Each container of coating material shall bear a label that identifies the name of the coating manufacturer, the name of the product, the lot and batch numbers, the date of manufacture and the shelf life expiration date. The label shall also include complete specific instructions for opening the container and for mixing, thinning, and applying the coating material contained therein. If the coating material cannot be positively identified from the label on the container, it shall not be used.

Delivery: Coating material shall be furnished in the manufacturer's original sealed and undamaged container.

Control of Materials: For each coating material, a Materials Certificate shall be submitted in conformance with 1.06.07. The Material Certificate shall indicate compliance with NEPCOAT Acceptance Criteria for Protective Coatings, List A or B.

**M.07.03—Vacant**

**M.07.04—Vacant**

**M.07.05—Vacant**

**M.07.06—Vacant**

**M.07.07—Vacant**

**M.07.08—Vacant**

**M.07.09—Vacant**

**M.07.10—Vacant**

**M.07.11—Vacant**

**M.07.12—Vacant**

**M.07.13—Vacant**

**M.07.14—Vacant**

**M.07.15—Vacant**

**M.07.16—Vacant**

**M.07.17—Vacant**

**M.07.18—Vacant**

**M.07.19—Vacant**

**M.07.20—Waterborne Pavement-Marking Paint:** Pavement-marking paint shall be waterborne paint and shall be white or yellow, depending on its use, for application on bituminous concrete and Portland cement concrete pavement. This paint shall be compatible with the stripe-painting equipment to be used on the Project. All requirements shall be as specified in M.07.21, except as follows:

1. Total nonvolatile compounds shall not be less than 70% by weight.
2. Pigment shall be 50 to 60% by weight.
3. Drying time for no-pick-up shall be 15 minutes or less when tested in accordance with ASTM D711.
4. The Contractor shall provide a Materials Certificate in accordance with 1.06.07 for each portion of a batch or lot delivered to the Project site.

**M.07.21—Hot-Applied Waterborne Pavement-Marking Paint:** Fast-drying waterborne pavement-marking paint to be applied on bituminous concrete and Portland cement concrete pavements shall be the color specified on the plans. This paint shall be capable of being applied with stripe-painting equipment at an application temperature of 130 to 145°F and shall have good spraying characteristics. The Contractor shall provide a Materials Certificate in accordance with 1.06.07 for each portion of a batch or lot delivered to the Project site.

**General:** Specifications and publications that apply are as follows:

- FS TT-P-1952 - Paint, Traffic and Air Field Marking, Waterborne
- Federal Test Method Standard (FTMS) No.141 - Paint, Varnish, Lacquer and Related Materials, Methods of Inspection, Sampling and Testing

- FS No. 595 – Colors

**ASTM Standards:**

- D211 - Specifications for Chrome Yellow and Chrome Orange Pigments
- D476 - Classification for Dry Pigmentary for Titanium Dioxide Pigments

**Detailed Requirements, Formulation and Manufacture:** The paint shall be formulated and manufactured from first-grade raw materials and shall be free from defects and imperfections. The materials shall not exhibit settling or jelling after storage in the sealed containers upon receipt. The paint shall provide the proper anchorage, refraction and reflection for the finished glass spheres when applied as specified.

**Composition:** The composition of the paint material shall meet the requirements of any applicable Federal, State or Local regulation for products of this type and shall meet the following requirements:

1. Paint shall not contain more than 0.06% lead when tested in accordance with ASTM D3335
2. Total nonvolatile organic compounds shall be a minimum of 76% by weight
3. Pigment shall be 58 to 63% by weight when tested in accordance with ASTM D3723
4. Resin solids shall be composed of 100% acrylic emulsion polymer
5. Volatile organic compounds shall not exceed 1.25 lb./gal. excluding water when tested in accordance with ASTM D2369
6. Flash Point: Closed-cup flash point shall not be less than 145°F
7. Density: Weight per gallon shall not be less than 12.5 lb./gal. when tested in accordance with ASTM D1475

**Viscosity:** The consistency of the paint shall not be less than 80, nor more than 90 Krebs units when tested in accordance with ASTM D562.

**Flexibility:** The paint shall not show cracking or flaking when tested in accordance with ASTM D522. The panels shall be lightly buffed with steel wool and thoroughly cleaned with solvent before being used for tests.

**Dry Opacity:** Both white and yellow paints shall have a minimum contrast ratio of 0.96 when tested in accordance with ASTM D2805. Contrast ratio shall be determined by applying a wet film thickness of 0.005 inch to a standard hiding- power chart. After drying, the black- and- white-reflectance values shall be determined using a suitable reflectometer and the contrast ratio determined.

**Bleeding:** The paints shall have a minimum bleeding ratio of 0.97 when tested in accordance with FS TT-P-1952.

**Abrasion Resistance:** No less than 210 liters of sand shall be required to remove paint film when tested in accordance with TT-P-1952.

**Color:** The paint shall not discolor in sunlight and shall maintain colorfastness throughout its life. Color determination shall be made without beads, after a minimum of 24 hours. Color for yellow paint shall be a visual match for FS 595-13538. If not a visual match, the diffuse day color of the paint when tested in accordance with ASTM E1347 shall conform to the CIE Chromaticity coordinate limits as follows:

	x	y	x	y	x	y	x	y	Brightness
White	0.305	0.295	0.360	0.360	0.388	0.377	0.280	0.310	84.0 min
Yellow	0.485	0.455	0.506	0.452	0.484	0.428	0.477	0.438	50.0 min

**Glass Bead Adhesion:** The paint with glass beads conforming to M.07.30, applied at the rate of 6.0 lb./gal. of paint, shall require not less than 150 liters of sand to remove paint film and glass beads.

**Scrub Resistance:** The paint shall pass 300 cycles minimum when tested in accordance with ASTM D2486.

**Drying Time:** Drying time to no pick-up shall be 3 minutes or less when tested in accordance with ASTM D711.

**M.07.22—Epoxy Resin Pavement Markings:**

**General Requirements:**

**Identification:** Each container must be labeled with the following information: Name and address of manufacturer, production batch number, date of manufacture, grade name and/or identification number, type of material, number of gallons, Contract number, directions for mixing and application.

**Certification:** The Contractor shall provide a Material Certificate in accordance with 1.06.07 for each portion of a batch or lot delivered to the Site.

**Detailed Requirements:**

- (a) **Epoxy Resin Material:** The material shall be composed of epoxy resins and pigments only. The white and the yellow epoxy resin materials shall be composed of approved materials and be lead- and chromium-free.

- (b) **Composition:**

WHITE (percent by weight)	YELLOW (percent by weight)
20% ± 2% Titanium Dioxide (ASTM D476 Type III)	
80% ± 2% Epoxy Resins	75% ± 2% Epoxy Resins

(c) **Color:** The white material shall be the color of chip 17778 of FS No. 595 of the latest issue, when the material is placed in a type EH weatherometer for a period of 500 hours and weathered according to ASTM G152. The yellow material shall be the color of chip 13538 of the FS No. 595 of the latest issue.

(d) **Adhesion Capabilities:** When the adhesion of the material to Portland cement concrete is tested in accordance with AASHTO T 237, the failure of the system must take place in the concrete.

(e) **Abrasion Resistance:** When the abrasion resistance of the material is tested according to ASTM D4060 with a CS-17 wheel under a load of 1000 grams for 1000 cycles, the wear index shall be no greater than 82.

(f) **Hardness:** The Type D durometer hardness of the material shall be not less than 75 nor more than 90 when tested in accordance with ASTM D2240 after the material has cured for 72 hours at  $73^{\circ}\text{F} \pm 3.5^{\circ}\text{F}$ .

(g) **Tensile Strength:** The tensile strength of the material, when tested in accordance with ASTM D638, shall not be less than 6,000 psi after 72 hours cure at  $73^{\circ}\text{F} \pm 3.5^{\circ}\text{F}$ .

(h) **Compressive Strength:** The compressive strength of the material, when tested in accordance with ASTM D695, shall not be less than 12,000 psi after 72 hours cure at  $73^{\circ}\text{F} \pm 3.5^{\circ}\text{F}$ .

(i) **Shelf Life:** The individual components shall not require mixing prior to use when stored for a period of 12 months.

(j) **Glass Beads:** The glass beads shall meet the requirements of M.07.30.

#### M.07.23—Vacant

#### M.07.24—Preformed Black-Line Mask Pavement-Marking Tape:

**General Requirements:** The preformed, patterned black-line mask pavement- marking tape shall consist of a matte black, non-reflective tape in widths or sizes sufficiently large to mask the existing markings which are to be temporarily covered.

The patterned masking tape shall be pre-coated with a pressure sensitive adhesive and shall be capable of being adhered to existing markings, on bituminous concrete pavement or Portland cement concrete in accordance with the manufacturer's instructions without the use of heat, solvents or other additional adhesives, and shall be immediately ready for traffic use after application. The Contractor shall identify equipment necessary for proper application and removal, and make recommendations for application that will assure effective product performance.

The preformed, patterned black-line masking pavement-marking tape shall be suitable for use for 1 year after the date of receipt when stored in accordance with the manufacturer's recommendations.

#### Detailed Requirements:

(a) **Composition:** The non-reflective, patterned black-line mask pavement-marking tape shall not contain metallic foil and shall consist of a mixture of high quality polymeric materials, pigments and inorganic fillers distributed throughout its base cross-sectional area, with a matte black non-reflective top layer. The patterned surface shall have a minimum of 20% of the surface area raised and coated with non-skid particles. The channels between the raised areas shall be substantially free of particles. The film shall be pre-coated with a pressure sensitive adhesive. A non-metallic medium shall be incorporated to facilitate removal.

(b) **Skid Resistance:** The surface of the patterned, non-reflective black-line mask pavement-marking tape shall provide an initial average skid resistance value of 60 British Pendulum Number when tested in accordance with ASTM E303.

(c) **Thickness:** The patterned material, without adhesive, shall have a minimum thickness of 0.065 inch at the thickest portion of the patterned cross-section and a minimum thickness of 0.02 inch at the thinnest portion of the cross-section.

(d) **Adhesion:** The black-line mask pavement- marking tape shall adhere to the pavement and existing pavement markings under climatic and traffic conditions normally encountered in the construction work zone.

(e) **Removability:** The black-line mask pavement-marking tape shall be capable of being removed after its intended use without the use of heat, solvents, grinding, sand or water blasting.

#### M.07.25—Vacant

**M.07.30—Glass Beads:** The glass beads shall meet the requirements of AASHTO M 247, Type 1 or 4, depending on application.

**SECTION M.13  
ROADSIDE DEVELOPMENT**

*Replace Section M.13 in its entirety with the following:*

**SECTION M.13  
ROADSIDE DEVELOPMENT**

**M.13.01—Topsoil and Planting Soil****M.13.02—Agricultural Ground Dolomitic Limestone****M.13.03—Fertilizer****M.13.04—Seed Mixtures****M.13.05—Mulch Materials****M.13.06—Compost****M.13.07—Plant Materials****M.13.08—Sod****M.13.09—Erosion Control Matting****M.13.01—Topsoil and Planting Soil:**

**1. Topsoil:** The term topsoil used herein shall mean a soil meeting the soil textural classes established by the USDA Classification System based upon the proportion of sand, silt, and clay size particles after passing a No. 10 sieve and subjected to a particle size analysis. The topsoil shall contain 5% to 20% organic matter as determined by loss on ignition of oven-dried samples dried at 221°F. The pH range of the topsoil shall be 5.5 to 7.0.

The following textural classes shall be acceptable:

1. Loamy sand, including coarse, loamy fine, and loamy very fine sand, with not more than 80% sand
2. Sandy loam, including coarse, fine and very fine sandy loam
3. Loam
4. Clay loam, with not more than 30% clay
5. Silt loam, with not more than 60% silt
6. Sandy clay loam, with not more than 30% clay

All textural classes of topsoil with greater than 80% sand content will be rejected.

The topsoil furnished by the Contractor shall be a natural, workable soil that is screened and free of subsoil, refuse, stumps, roots, brush, weeds, rocks and stones over 1 1/4 inches diameter, and any other foreign matter that would be detrimental to the proper development of plant growth.

The Contractor shall notify the Engineer of the location of the topsoil at least 15 calendar days prior to delivery. The topsoil and its source shall be inspected and approved by the Engineer before the material is delivered to the Project. Material delivered to the Project which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the Contractor with acceptable material.

When topsoil is not furnished by the Contractor, it shall be material taken from the Site in accordance with 2.02 or furnished by the State.

**2. Planting Soil:** Soil Material to be used for plant backfill shall be one of the following textural classes:

1. Loamy sand, with not more than 80% sand
2. Sandy loam
3. Loam
4. Clay loam, with not more than 30% clay
5. Silt loam, with not more than 60% silt
6. Sandy clay loam, with not more than 30% clay

Planting soil shall be premixed, consisting of approximately 15 % compost, 10% peat, with topsoil and/or native soil. Planting soil shall be loose, friable, and free from refuse, stumps, roots, brush, weeds, rocks and stones 2 inches diameter. In addition, the material shall be free from any material that will prevent proper development and plant growth.

- (a) For ericaceous plants and broad-leaved evergreens requiring an acid soil, planting soil shall have a true pH of 4.5 to 5.5. If it has not, it shall be amended by the Contractor at its expense to the proper pH range by mixing with sulphur.
- (b) Planting soil for general planting of nonacid-loving plants shall have a true pH value of 5.6 to 6.5. If it has not, it shall be amended by the Contractor at its expense to the proper pH range by mixing with dolomitic limestone.

The Engineer reserves the right to draw such samples and to perform such tests as deemed necessary to ensure that these specifications are met.

The amount of sulphur or limestone required to adjust the planting soil to the proper pH range appropriate for its use (above) shall be determined by the Contractor based on the physical testing of a representative sample of the material. Testing must be documented in accordance with the Department’s “[Minimum Schedule for Acceptance Testing.](#)” Limestone shall meet the requirements of M.13.02. Sulphur shall be intended for agricultural use and packaged in containers with the manufacturer’s name, chemical analysis and net weight clearly shown on the container. The Contractor shall follow the manufacturer’s recommended procedures for application of the sulphur to the soil.

**M.13.02—Agricultural Ground Dolomitic Limestone:** Agricultural ground dolomitic limestone shall conform to the standards of the Association of Official Agricultural Chemists (AOAC), and must comply with all existing State and Federal regulations.

The material must comply with the following gradation:

Square Mesh Sieves	Percent Passing By Weight
Pass No. 10	100
Pass No. 20	95
Pass No. 100	50
The minimum calcium carbonate equivalent shall be	90

The Engineer reserves the right to draw such samples and perform such tests as deemed necessary to assure that these specifications are met.

**M.13.03—Fertilizer:** Fertilizer shall be slow release and commercial grade granular 10-10-10 fertilizer. At least 40% of the nitrogen content shall be slow release, phosphorus shall be available phosphoric acid, and potassium shall be water soluble potash. The fertilizer shall be delivered to the Project in new, clean, sealed containers which bear a label fully describing the contents, the chemical analysis of each nutrient, the fertilizer grade, the net bulk, the brand, and the name and address of the manufacturer. The fertilizer and labels shall conform to all existing State and Federal regulations, and shall meet the standards of the AOAC.

The delivery of each shipment of fertilizer to the Project shall be accompanied by a properly executed and acceptable affidavit of the form shown herein. The affidavit shall be submitted to the Engineer. The Engineer reserves the right to draw such samples and perform such tests as may be deemed necessary to ensure compliance with these specifications.

**Form for Affidavit - Fertilizers (Official Stationery of Supplier)**

Date _____
To Whom It May Concern:
I hereby certify that I have sold and delivered _____ tons of commercial fertilizer of _____ grade. This material is designated as our batch number(s) _____ and was delivered to _____ for _____ (Contractor’s Name)
Connecticut Department of Transportation Project Number(s): _____ at _____, Connecticut. The material was delivered on _____. The labels and contents meet all State and Federal regulations. The mixture consists of: (List analyses of each major plant nutrient as percent by weight)
Signature _____ (Company Official)
Signature and Seal _____ Notary Public

Should the material fail to meet these specifications, the Contractor shall supply additional acceptable material and perform such work necessary to rectify the deficiencies without cost to the State.

**M.13.04—Seed Mixtures:**

(a) The grass seed mixture shall conform to the following:

<u>Species</u>	<u>Proportion By Weight Pounds</u>	<u>Minimum Purity (Percent)</u>	<u>Minimum Germination (Percent)</u>
VELVET BENTGRASS, ( <u>AGROSTIS CANINA</u> ) CERTIFIED VARIETY: OR EQUAL CERTIFIED VARIETY;	25	96	85
RED FESCUE ( <u>FESTUCA RUBRA L. SSP. RUBRA</u> ) CERTIFIED VARIETY: OR EQUAL CERTIFIED VARIETY	35	97	80
PARTRIDGE PEA ( <u>CHAMAECRISTA FASCICULATA</u> ) CERTIFIED VARIETY:	10	95	90
INDIAN GRASS ( <u>SORGHASTRUM NUTANS</u> ) CERTIFIED VARIETY:	15	95	90
CANADA WILDRYE ( <u>ELYMUS CANADENSIS</u> ) CERTIFIED VARIETY:	5	95	90
KENTUCKY BLUE GRASS ( <u>POA PRATENSIS</u> ) CERTIFIED VARIETY:	10	95	90

Under no circumstances shall annual Ryegrass, Italian Rye, or any other seed be added to the seed mixture.

(b) The "temporary" grass seed shall be perennial ryegrass (*Lolium perenne*) or an improved variety thereof, such as Manhattan, having a minimum purity of 98% and a minimum germination of 90%.

The seed mixture shall be delivered in new, clean, sealed containers. Labels and contents shall conform to all State and Federal regulations. Seed shall be subject to the testing provisions of the Association of Official Seed Analysts.

The seed shall be delivered to the Project accompanied by a properly executed affidavit for each type and shipment of seed. The affidavit shall be of the form shown herein.

**Form for Affidavit - Seed (Official Stationery of Supplier)**

Date _____
To Whom It May Concern:
I hereby certify that _____ pounds of seed mixture, lot of commercial fertilizer of _____ grade. This material is designated as our number _____, (Label attached) has been sold and delivered to _____ for _____ (Contractor's Name)
Connecticut Department of Transportation Project Number(s): _____
at _____, Connecticut. The material was delivered on _____. The labels and contents meet all State and Federal regulations. The mixture consists of: (List component parts, proportions, minimum purity, minimum germination)
Signature _____ (Company Official)
Signature and Seal _____ Notary Public

The Engineer reserves the right to take such samples and to make such tests as they deem necessary to ensure compliance with these specifications. The Contractor shall supply such additional acceptable material and perform such work as required to rectify any deficiencies without cost to the State.

**M.13.05—Mulch Materials:**

**1. Wood Chips:** Wood chip mulch shall be sound, green wood, and shall be 1/8 inch nominal thickness with not less than 50% of the chips having an area of not less than 1 square inch, nor more than 6 square inches. The material shall be free from rot, leaves, twigs, shavings, debris, and any material injurious to plant growth.

**2. Hay:** Hay shall be from properly cured grass or legume mowings, free from weeds, reeds, twigs, debris or other objectionable material. It shall be free from rot or mold, and shall have a moisture content of not more than 15% when delivered to the Project. No salt hay shall be used.

**3. Wood Fiber Mulch:** Wood fiber mulch or wood cellulose fiber mulch shall be material manufactured for mulching seeded areas. The material shall be produced from clean wood, uniform in texture and free of shavings, rot and mold. Wood fiber mulch shall be commercially pre-packaged bearing the brand, name and address of the manufacturer.

**4 Shredded Bark Mulch:** This shall consist of the outer bark of pine or hardwood trees. The material shall be aged for a minimum of 6 months and be dark brown in color, free of chunks and pieces of wood thicker than 1/4 inch, and shall not contain, in the judgement of the Engineer, an excess of fine particles. Mulch must be free of long stringy material and dyed wood chips.

**M.13.06—Compost:** Compost shall be a stable, humus-like organic material produced by the aerobic, biological and biochemical decomposition of source-separated organic waste, that may include, leaves and yard trimmings, food scraps, food processing residuals, manure and/or other agricultural residuals, forest residues and bark. Compost may be either commercially packaged or from a bulk source. Compost shall not be altered by the addition of materials such as sand, soil and glass. Compost shall not contain substances toxic to plants and shall contain less than 0.1% by dry weight of man-made foreign matter. Compost shall pose no objectionable odor and shall not closely resemble the raw material from which it was derived. Compost shall be suitable for use as a soil amendment or mulch and shall support the growth



of nursery stock or seeding.. All compost material must be accompanied by a Materials Certificate and Certified Test Report in accordance with 1.06.07.

Compost shall have the following properties:

1. A minimum organic content of 50% dry weight basis as determined by loss on ignition in accordance with ASTM D2974.
2. Carbon:Nitrogen ratio range of 11:1 to 25:1.
3. Carbon:Phosphorus ratio of 120:1 to 240:1.
4. A moisture content of 35 to 60% in accordance with ASTM D2974.
5. Particle size less than 1/2 inch for Planting Backfill, and 1 inch for Erosion Control in accordance with AASHTO T27.
6. The pH of compost shall be in the range of 6 to 7.8.
7. The soluble salt content of compost shall not exceed 4.0 mmhos/cm (dS/m) as determined by using a dilution of 1 part compost to 1 part distilled water.
8. The maturity or stability of the compost shall be Stable or Very Stable, meeting either of the following criteria:
  - (a) > 6 using the Solvita Compost Maturity Test, or
  - (b) < 10°C above ambient temperature (Dewar self-heating test)
9. Maximum foreign matter 1%.

**M.13.07—Plant Materials:** The materials for this work shall meet the following requirements:

**1. General:** For the most part, the latest revised version of "Standardized Plant Names," prepared by the Editorial Committee of the American Joint Committee on Horticultural Nomenclature, shall be the authority for all botanical plant names.

All plants shall be first-class representatives of their normal species or varieties in accordance with the ANSI American Standards for Nursery Stock and as specified on the plans. They shall have well-furnished branch systems together with vigorous fibrous root systems.

Plants shall be free from all insect pests, plant diseases, disfiguring knots, stubs, sun-scalds, abrasions of the bark or any other form of injury or objectionable disfigurements. All plant material shall comply with the State and Federal laws with respect to inspection for plant diseases and insect infestations.

Plants shall not be pruned before delivery and no plants shall be cut back from larger sizes to meet the sizes specified.

Plants shall be nursery grown unless otherwise specified and bear evidence of proper nursery care, including adequate transplanting and root pruning.

No plant will be considered to be nursery grown unless it has been growing in a nursery for at least 2 years and unless it has been root pruned or transplanted no more than 5 years prior to digging.

**2. Balled & Burlapped (B & B) Material:** Nursery-grown trees shall meet the requirements as specified in the current edition of "U.S. American Standards for Nursery Stock," or as further specified in the plans. Nursery-grown trees shall have no cuts which are not healing, no cuts over 3/4 inch diameter which have not completely calloused over and no abrasions of the bark. They must have good fibrous root systems characteristic of the kind.

Trees shall have straight trunks, well-balanced tops and a single leader or as may be characteristic of the species.

Trees in which the leader or branches have been cut back or otherwise topped or de-horned will not be accepted. The caliper of shade trees up to and including 4 inches diameter shall be measured above the root collar (or swelling at the ground) 6 inches above ground level. Caliper shall be the determining measurement in grading. Height measurements shall be given in single feet in sizes up to and including 6 feet.

Small deciduous trees shall be completely natural. Tree "clumps" shall have 3 or more main stems starting from the ground. Bush from trees shall be those with branches which start from the main trunk close to the ground.

**3. Container Grown (CG):** Container grown shrubs shall possess the minimum number of stems and root mass for the height or container size specified.

Vines and groundcover plants shall be well-furnished with vigorous root systems. They shall be field-grown unless otherwise specified. Plants grown in pots or bands shall have sufficient roots to retain the soil in which they are growing when such plants are removed from their containers. Such plants shall not be root-bound.

**4. Inspections:** All plants shall be subject to inspection by the Engineer. The Contractor shall designate its wholesale plant material source(s) of supply to the Engineer in writing at least 1 month in

advance of each planting season to facilitate an orderly and timely inspection of the items to be installed. Based on the Project schedule, material procured in the spring for fall installation must be approved before digging occurs. The Contractor shall be represented during such inspection. Inspection may be made at the nursery, on Site or via photos at the discretion of the Engineer.

All tagged samples shall be delivered to the Project for which they were sampled. All deliveries to the planting site shall be accompanied by both the vendor's invoice (designating kind, size, quantity and source(s) of supply) and Certificates of Inspection issued by Federal or State authorities or both. Such certificates shall attest to the freedom of the plant material from diseases and insect infestations. The State reserves the right to inspect all plant materials at the growing sites. Further inspections will be made when the materials are delivered to the Project site or storage area.

**5. Substitutions:** No change in size, kind or quality of plants from those specified will be permitted without written approval of the Engineer. The Contractor shall submit a written request for permission to make a substitution. Upon receipt of such request, the Engineer will suggest plants meeting the requirements of the Contract as to function, size and type and indicate the reduced cost to the State as the result of said substitution. In no case shall the price for substitutions exceed the bid price of those replaced.

**6. Digging Plants:** Plants shall be dug immediately before shipment unless otherwise approved. Special precaution shall be taken to avoid any unnecessary injury to or removal of fibrous roots. Damaged roots shall be cut off clean.

- (a) After deciduous bare-root plants are dug, their roots shall be protected from exposure to sun, wind and freezing temperatures. All bare roots of trees, shrubs and vines, unless otherwise directed, shall be puddled in a wet clay mixture which will cover and adhere to the entire root system. Bare roots shall be further protected by wrapping them in wet straw, moss, burlap or other suitable material, or by heeling them in and watering them in order to keep them fresh and viable.
- (b) B & B plants shall be lifted so as to retain as many fibrous roots as possible. Excess soil and feeder roots shall be removed prior to digging. All B & B plants must come from soil which will hold a firm ball. The State reserves the right to reject plants grown in excessively sandy or clayey soil if the plant is to be installed in a dissimilar soil type. The plants shall be wrapped with burlap, or similar approved material, and tightly laced with bio-degradable twine in such a manner as to hold the balls firm and intact. All B & B material arriving with broken or loose balls, or with manufactured balls, will be rejected.

**7. Transportation and Labeling:** Plants transported by open vehicles shall be covered by tarpaulins or other suitable covers securely tied to the body of the vehicle. Closed vehicles shall be adequately ventilated to prevent overheating of the plants. The heads of trees shall be tied in carefully to prevent breakage of the leaders and the branches. Trunks and branches shall be adequately supported on padding to prevent their being scraped or bruised.

Legible labels shall be attached to all separate plants, boxes, bundles, bales or other plant containers, indicating the name, size, and quantity of units in each container and other information necessary for inspection.

**8. Delivery:** Notice of delivery of plants shall be given to the Engineer by the Contractor at least 48 hours in advance of the anticipated delivery date, unless otherwise authorized. The Engineer shall be furnished a legible copy of the invoice for each shipment showing kind, sizes and quantities of materials.

All plant materials which are delivered in such a stage as to reasonably endanger their survival will not be accepted.

All plant materials shall be produced in a latitude north of Washington, D.C. and in a longitude east of the Mississippi River.

(a) **Spring Dug:** All deciduous plants shall be received with buds unopened and intact; evergreen plants with the new growth retarded.

(b) **Fall Dug:** Deciduous plants shall not be dug before the plants have hardened off.

**9. Water:** Water shall be free from oil, acid, alkalis, salts and any other substances harmful to plants. Water from streams shall not be used unless authorized by the Engineer.

**10. Peat:** Peat shall be commercially packaged peat from sedge, sphagnum or reed sources. Material shall be in such physical condition that it may be rubbed through a 1/2 inch mesh screen, and may be readily mixed with soil material. It shall be free from sticks, roots, stones and other objectionable material. It shall be delivered to the Project in clean, new, sealed containers bearing the brand, net bulk, and name and address of the packer. The material shall have an acidity that falls in the pH range of 3.0 to 7.0. It shall have a minimum organic content of 90% and a minimum water-absorbing capacity of 1000%.

**11. Miscellaneous:**

- (a) Anchor stakes for guying trees shall be of sound hardwood with a minimum length of 2 feet and minimum diameter of 2 inches at the smaller end. Stakes made from lumber shall measure no less than 2 inches x 2 inches throughout their lengths. Trees over 3 1/2 inch caliper shall require either stakes or dead-men for support as approved by the Engineer. The type of stake used shall be uniform throughout the Site.
- (b) Tree support posts shall be sawed posts cut to a uniform square cross-section of 2 inches x 2 inches throughout their lengths. They shall be cut from sound, hard, clean, straight wood free from crooks, 8 feet long for major trees and 4 - 5 feet long for minor trees or as approved by the Engineer.
- (c) Hose for protecting the bark of major and minor trees from guy wires shall be of good quality rubber or plastic hose acceptable to the Engineer, with a minimum inside diameter of 3/8 inch and a maximum inside diameter of 3/4 inch.
- (d) Wire shall be pliable, new, annealed, galvanized, 12-gage, for staking support and 10-gage for guying to trees. Alternate staking and guying systems shall be submitted to the Engineer for approval.
- (e) Flags shall be white cotton cloth or white plastic ribbon, 2 inches wide and 18 inches long. Gauze is not acceptable.
- (f) Anti-desiccant shall be an emulsion such as will provide a film over plant surfaces, permeable enough to permit transpiration. Anti-desiccant shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturer's instructions.

**M.13.08—Sod:** Sod shall be living sod procured from areas where the soil is reasonably fertile and from areas similar in the degree of moisture to the area to be planted. It shall be cut or stripped, by approved methods, from turf areas relatively free of large stones, roots or other materials which might be detrimental to the sodding operation or to future maintenance. The sod shall contain a sufficient proportion of pasture grasses to ensure a good mat of roots and a reasonably dense turf unless Type No. 1, which is a superior quality, is specified on the plans.

Any growth more than 3 inches high shall be mowed to a height of 3 inches not more than 5 days before the sod is lifted.

Sources of sod shall be made known to the Engineer at least 5 days before cutting and shall be approved before mowing. The sod shall be cut into squares or rectangular portions which shall be 12 inches wide and may vary in length, but must be of a size which will permit them to be lifted without breaking. The sod shall be sufficiently moist so the soil will adhere firmly to the roots when it is handled and may require watering before lifting. Field grown sod shall be cut to a minimum depth of 1 1/2 to 2 inches. Where Type No. 1 Sod is specified, it shall be cut to a minimum depth of 1 to 1 1/2 inches.

Type No. 1 Sod shall be obtained from inspected and approved commercial sod farm sources of supply and shall be free from noxious weeds, insect infestations, and fungus and bacterial diseases.

**M.13.09—Erosion Control Matting:** Erosion control matting shall be from the Department's [Qualified Products List](#). Staples shall meet the Manufacturer's requirements. Material which shows signs of degradation shall not be used and shall be removed from the Project.

**SECTION M.18  
SIGNING**

*Replace Section M.18 in its entirety with the following:*

**SECTION M.18  
SIGNING**

- M.18.01—Vacant**
- M.18.02—Anchor Bolts**
- M.18.03—Vacant**
- M.18.04—Vacant**
- M.18.05—Vacant**
- M.18.06—Vacant**
- M.18.07—Delineators**
- M.18.08—Paint for Sign Panel Overlay**
- M.18.09—Retroreflective Sheeting**
- M.18.10—Demountable Copy**
- M.18.11—Sign Panels-Extruded Aluminum**
- M.18.12—Panel Bolt Assemblies and Post Clip Assemblies**
- M.18.13—Sign Face—Sheet Aluminum**
- M.18.14—Metal Sign Posts**
- M.18.15—Sign-Mounting Bolts**

**M.18.01—Vacant**

**M.18.02—Anchor Bolts:** Anchor bolts shall meet the requirements of ASTM A449.

Leveling nuts and nuts for anchor bolt assemblies shall meet the requirements of ASTM A563, Grade DH. Leveling nuts and anchor bolt assemblies shall be hot-dip galvanized in accordance with the requirements of ASTM A153, Class C. Leveling nuts shall be tapped oversize, after galvanizing, in accordance with ASTM A563, Section 7.5.1, and shall be provided with a lubricant in accordance with the requirements of ASTM A325.

The Pedestal grout leveling template shall meet the requirements of ASTM A36 and shall be a minimum of 1/2 inch thick.

**M.18.03—Vacant**

**M.18.04—Vacant**

**M.18.05—Vacant**

**M.18.06—Vacant**

**M.18.07—Delineators**

**1. Reflectors:** Reflective sheeting shall meet the requirements of M.18.09 and be the type, color and shape indicated on the plans. Backplate or sign blank material shall be an aluminum alloy of the type, shape and thickness indicated on the plans.

**2. Metal Delineator Posts:**

The "Standard Metal Delineator Posts" shall be made of ASTM A36 structural steel. The posts shall be fabricated to the dimensions and weight shown on the plans. After delineator mounting holes have been made, the posts shall be galvanized in accordance with ASTM A123.

**3. Bridge Rail Mounting Brackets:**

The bracket shall be made of 0.125 inch Aluminum Alloy 6061-T6 fabricated to the dimensions shown on the plans and shall be fastened to the metal bridge rail with 2 each 3/8 inch diameter x 5/8 inch long cadmium plated steel box head self-tapping screws. Fasteners shall meet the requirements indicated on the plans.

**M.18.08—Paint for Sign Panel Overlay:** The paint to be used for the finished coat shall be an extremely durable, highest quality, semi-gloss green enamel for use on plywood and metal signs and shall be resistant to air, sun and water.

It shall consist of pigments of the required fineness and composition ground in the required vehicle by a

suitable grinding machine to the required fineness. All pigments, resins, oils, thinners and driers used shall be of the best quality, free from adulterants of any kind, and shall comply with the following requirements:

Enamel Composition	Min.	Max.
Pigment, %	40	-
Vehicle, %	-	60
Volatile matter in vehicle, % by weight	-	55
Coarse particles and skins retained on No. 325 screen, based on pigment, %	-	0.5
Viscosity, Krebs units at 77°F	65	75
Weight per gallon, pounds	10.5	-
Fineness of grind (North Standard)	5	-

Pigment Composition	Min.	Max.
Chrome green, %	57	-
Extender pigment, %	-	43

The chrome green shall be Imperial A 4464 Velvet Green or approved equal.

The extender pigments shall consist of any of the following or combination thereof: magnesium silicate, barium sulfate, or diatomaceous silica. A ratio of 50% magnesium silicate and 50% diatomaceous silica has been found to produce the desired semi-gloss.

**Vehicle**—The vehicle shall contain not less than 45% solids by weight and shall be composed of a long oil soya modified alkyd resin solution or solutions, petroleum solvent thinners and driers. Rosin or rosin derivatives shall not be present. The alkyd resin solution or solutions shall conform to FS TT-R-266, Type I, Class A of latest issue.

**Specular Gloss**—The enamel shall be flowed on a tin panel and allowed to dry for 24 hours before measuring. The specular gloss at 60 degree angle of incident, ASTM D523 shall be between 35 and 45.

**Setting and Drying Time**—This enamel shall set to touch in less than 5 hours. It shall dry hard and tough in not more than 24 hours.

**Flash Point**—Not below 86°F as tested in accordance with ASTM D93.

**Water Resistance**—The enamel shall be flowed on a tin panel and allowed to dry for 48 hours. After being immersed for 18 hours in distilled water, it shall show no blistering or wrinkles upon removal and shall show no dulling or change in color after 2 hours recovery.

**Skimming**—This enamel shall not skin over within 48 hours in a 3/4 filled, closed container. Small amounts of anti-skimming agents, wetting agents, suspension agents, and anti-drier absorption agents may be added at the discretion of the manufacturer.

**Working Properties**—The enamel shall be well ground, shall not settle in the container, and shall be capable of being broken up with a paddle to a smooth uniform enamel of good brushing consistency, and shall have good flowing, covering and leveling properties.

**M.18.09—Retroreflective Sheeting:** The manufacturer and type of retroreflective sheeting materials shall be listed on the Department's Qualified Product List for the application intended.

**M.18.10—Demountable Copy:** The materials for this work shall meet the following:

1. Vacant
2. Type IV Retroreflective Sheeting:

Demountable cutout letters, digits, border, corner radii and copy accessories shall consist of adhesive coated retroreflective sheeting permanently adhered to flat aluminum backing. The retroreflective sheeting shall conform to M.18.09. The design of letters and accessories shall conform to FHWA Standards for use on "National System of Interstate and Defense" highways.

Aluminum backing shall be a minimum of 0.040 inch thick aluminum sheet of 3003-H14 alloy.

Aluminum sheeting shall be properly treated according to sheeting manufacturer's specifications.

The demountable copy shall be fastened to the sign panel with aluminum rivets. Rivets shall be of the pull through type and of the size and number designated by the demountable copy manufacturer.

**3. Non-Reflective Plastic Sheeting:**

Description: Demountable cutout letters, digits, border, corner radii and copy accessories shall consist of adhesive-coated, non-reflective plastic sheeting permanently adhered to flat aluminum backing.

The material shall consist of a flexible, pigmented, plastic film completely pre-coated with a solvent or heat-activated, tack-free adhesive. The adhesive shall be protected by a treated paper liner, which shall be removable without soaking in water or other solvents. The non-reflective plastic sheeting shall conform to the following:

Property Requirements:

A. Thickness: The thickness of the plastic film with adhesive shall be a minimum of 0.003 inch and a maximum of 0.004 inch.

B. Film: The unapplied or applied film shall be readily processed with, and insure adequate adhesion of, process inks recommended by the manufacturer.

(1) Flexibility: The material shall be sufficiently flexible to permit application over and conform to moderately contoured surfaces.

(2) Gloss: The film shall have an initial 60-degree gloss value of 35 (minimum), when tested in accordance with ASTM D523, measuring at least 3 portions of the film to obtain uniformity.

C. Adhesive: The pre-coated adhesive shall form a durable bond to smooth, clean, corrosion and weather-resistant surfaces, shall be of uniform thickness, non-corrosive to applied surfaces and shall have no staining affect on the film.

D. Adhesion: The material, applied according to Paragraph J "Preparation of Test Panels," shall have sufficient bond to prevent removal from the panel in 1 piece without the aid of a physical tool.

E. Exterior Exposure: The material shall withstand 3 years' vertical, south-facing exterior exposure at a site acceptable to the Engineer, showing no appreciable discoloration, cracking, crazing, blistering, delamination, or loss of adhesion. A slight amount of chalking is permissible. The film shall not support fungus growth.

F. Dimensional Stability: The material shall show no more than 0.02 inch shrinkage in any direction from edge of the panel when prepared in accordance with Paragraph J after being subjected to a temperature of 149°F for 48 hours.

G. Heat Resistance: The material, applied according to Paragraph J, shall be heat-resistant enough to retain adhesion after 1 week at 149°F.

H. Solvent and Chemical Resistance: The material, when prepared in accordance with Paragraph J, shall withstand immersion in the following liquids at 70-90°F, showing no appreciable decrease in adhesion, color or general appearance:

Liquids	Time/Hours
Reference Fuel (MIL-F-8799A) (15 parts xylol – 85 parts mineral spirits by weight)	1
Distilled Water	24
SAE #20 Motor Oil	24

I. Opacity: When applied, the material shall be sufficiently opaque to hide a contrasting black printed legend and white surface.

J. Preparation of Test Panels: Test panels shall be prepared using a 6.5 inch x 6.5 inch piece of the plastic film, applied to a clean 6.0 inch x 6.0 inch aluminum panel, premasked or as recommended by the manufacturer, trimmed evenly at the edge of the panel, and aged for 48 hours at 70 - 90°F.

K. Shelf-Life Storage: The material shall withstand 1 year's shelf life when stored in a clean area free from exposure to excessive heat, moisture and direct sunlight.

L. General Characteristics and Packaging: The plastic film shall be furnished in rolls, cut sheets or characters, as may be specified. The film, as supplied, shall be free from ragged edges, streaks, blisters, foreign matter or other surface imperfections which would make it unsuitable for the intended usage, and shall be readily cut with scissors, knife, blade, shears or other production tools. Complete and detailed instructions for mounting the plastic film shall be supplied with each package of material.

M. Quality Assurance: For the non-reflective plastic sheeting a Certified Test Report in accordance with 1.06.07 shall be submitted.

**M.18.11—Sign Panels-Extruded Aluminum:** Sign panels (extruded aluminum) shall be of the butt type, alloy 6063-T6 ASTM B221. Several extruded sections shall be joined with panel nuts, bolts, and washers to achieve the desired sign size. The extruded aluminum panels shall be of 6 inch and 12 inch heights to achieve sign panel vertical dimensions in increments of 6 inches; however, no more than one 6 inch panel shall be used on any sign. The weight and section properties of the 6 inch and 12 inch extruded panels shall be as indicated on the plans.

On the vertical axis (the 6 inch or 12 inch dimension), the panel face shall be in the same plane within 0.015 inch in any 6 inches. Extruded sections shall be mounted horizontally, and the panel faces shall be flush after the erection of the sign is complete.

**Cleaning:** Extruded aluminum sign panels shall be thoroughly cleaned and degreased by total immersion in an alkaline solution which is controlled and titrated to the solution manufacturer's recommendations. Immersion time shall be sufficient to completely remove all grease, dirt or other contaminants. After cleaning, the panels shall be thoroughly rinsed with clear running water.

**Pretreatment:** Sign panels shall be treated with a light, tightly adherent chromate conversion coating, free of any powdery residue, ranging in color from a silvery iridescent to a pale yellow, conforming with ASTM B449, Class 2, 10-35 mg/s.f., with 25 mg/s.f. as the optimum coating weight.

**M.18.12—Panel Bolt Assemblies and Post Clip Assemblies:**

**Panel Bolt Assembly:** Aluminum hex head bolt, hex nut and washer shall be as shown on the plans and shall be used to unite several panels sections to conform to the designed sign size. Nuts shall be drawn tight. Bolt holes may be drilled or blanked to finished size.

Thread fit for bolts shall conform to class 2-A fit of American Standard Association.

**Post Clip Assembly:** Aluminum post clips square head bolt, lock nut and washer shall be as shown on the plans.

The shank of the post clip bolts shall fit tightly against the sign support flange after nuts have been tightened. The clip bolts shall be torqued to 20 ft-lb. when using dry, clean, unlubricated threads.

**M.18.13—Sign Face—Sheet Aluminum:** Sheet aluminum sign blanks shall be constructed of sheet aluminum, alloy 6061 T6 or alloy 5052 H38. Sheet aluminum sign blanks shall meet the requirements of ASTM B209. They shall be degreased and etched in accordance with the recommendations of the sheeting manufacturer or treated with a light, tightly adherent chromate conversion coating, free of any powdery residue, ranging in color from silvery iridescent to a pale yellow, meeting the requirements of ASTM B449, Class 2 10-35 mg/s.f. with 25 mg/s.f. as the optimum coating. The thickness shall be as specified on the plans.

**M.18.14—Metal Sign Posts:** Metal sign posts, square tubular supports and parapet-mounted sign supports shall conform to the requirements on the plans. The size, shape and mass of posts and supports shall be as specified in the plans.

After fabrication of the posts and supports, including hole punching or drilling, they shall be galvanized in accordance with ASTM A123 unless otherwise noted on the plans.

**M.18.15—Sign-Mounting Bolts:** Bolts used for sign-mounting shall be stainless steel and meet the requirements of ASTM F593, Group 1 or 2 (Alloy Types 304 or 316). Locking nuts shall be stainless steel and shall meet the requirements of ASTM F594, Group 1 or 2 (Alloy Types 304 or 316). Washers shall also be stainless steel and shall meet the requirements of ASTM A240 (Alloy Types 304 or 316).